



MUNICIPAL OFFICE COMPLEX
8401 W. MONROE STREET
PEORIA, AZ 85345

**CITY COUNCIL REGULAR MEETING
NOTICE & AGENDA
Tuesday, July 03, 2012
7:00 PM
CITY COUNCIL CHAMBER**

CITY COUNCIL:

Mayor

Bob Barrett

Palo Verde District

Ron Aames, Vice Mayor

Acacia District

Tony Rivero

Ironwood District

Dave Pearson

Mesquite District

Cathy Carlat

Pine District

Carlo Leone

Willow District

Joan Evans

City Manager

Carl Swenson

CONVENE:

PLEDGE:

ROLL CALL:

**FINAL CALL TO SUBMIT SPEAKER REQUEST
FORMS:**

CONSENT AGENDA

CONSENT AGENDA: All items listed with "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

CONSENT – New Business:

1C Disposition of Absence

Discussion and possible action to excuse the absence of Mayor Bob Barrett, Councilmember Cathy Carlat, and Councilmember Joan Evans from the Special Study Session held on June 20, 2012.

2C Minutes

Discussion and possible action to approve the following minutes:

June 19, 2012 Special Meeting and Study Session
June 19, 2012 Regular Meeting
June 20, 2012 Study Session

3C Code Amendment, Chapter 2, Community Services Department Fees

Discussion and possible action to adopt **ORD. 2012-14** amending Chapter 2, Section 2-207 of the Peoria City Code (1992 Edition) pertaining to Community Services Department Fees for Fiscal Year 2013.

4C Contract, Quest Civil Constructors, Trunk Sewer Rehabilitation

Discussion and possible action to award a construction contract in the amount of \$1,753,059 to Quest Civil Constructors for repair and rehabilitation of 5,811 lineal feet of trunk sewer main as part of the Trunk Sewer Rehabilitation project (UT00296).

5C Contract Amendment, Combs Construction, Beardsley Road; Lake Pleasant Road to 99th Avenue

Discussion and possible action to approve Contract Amendment No. 2 with Combs Construction in the amount not to exceed \$182,600 for the improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road.

6C Intergovernmental Agreement, Peoria Unified School District, School Resource Officers

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the Peoria Unified School District to assign four Peoria Police Officers to the campuses of Peoria, Sunrise Mountain, Centennial and Liberty High Schools as School Resource Officers.

7C Intergovernmental Agreement, Maricopa County, Agua Fria Truck Road Reliever

Discussion and possible action to: (a) approve an Intergovernmental Agreement (IGA) with Maricopa County for the design, right-of-way acquisition, utility relocation, construction, construction management, operation and maintenance of the proposed truck route reliever; and (b) accept Maricopa County funds in the amount of \$250,000 and approve the associated budget transfer to establish budget authority for Maricopa County's share of the project cost.

8C Intergovernmental Agreement, Maricopa County Flood Control District and City of Surprise, 115th Avenue, Union Hills Drive, and 107th Avenue Drainage Improvements

Discussion and possible action to approve an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (FCDMC) and City of Surprise to Design the 115th Avenue, Union Hills Drive, and 107th Avenue Drainage Improvements.

9C Grant, Technology Act, Library Services

Discussion and possible action to: (a) accept a grant in the amount of \$13,750 from the Library Services and Technology Act (LSTA) Grant administered by the State Library, Archives and Public Records for the funding of eReaders; and (b) authorize appropriate budget amendments.

10C Deeds and Easements, Various Locations

Discussion and possible action to adopt RES. 2012-78 accepting Deeds and Easements for various real property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

11C Designate Roadways, Establish Rights-of-Way, Various Locations

Discussion and possible action to approve RES. 2012-93 designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

12C Map of Dedication, Deer Valley Road, 91st Avenue to 95th Avenue

Discussion and possible action to approve a Map of Dedication for Deer Valley Road, from 91st Avenue to 95th Avenue, subject to stipulations.

13C Final Plat, Umbria Estates, 101st Avenue and Williams Road

Discussion and possible action to approve a Final Plat of Umbria Estates, located at 101st Avenue and Williams Road, subject to stipulations.

14C Budget Adjustment, Fire Department Operating Divisions, Operating Expenses

Discussion and possible action to: (a) approve a one-time budget adjustment in the amount of \$342,000; and (b) authorize the use of reserves to cover one-time operating expenses/overages in the Fire Department Operating Divisions.

15C Budget Adjustment, City Attorney's Office, Legal Services

Discussion and possible action to: (a) approve a budget adjustment in the amount of \$50,000 from the General Fund Contingency Account to the Civil Legal Services Account; and (b) approve the use of General Fund reserves for the purposes of funding City litigation costs.

16C Modification, United States Postal Service, Zip Codes

Discussion and possible action to request the United States Postal Service to modify zip codes in the City of Peoria.

REGULAR AGENDA

NEW BUSINESS

17R Confirmation - City Manager Appointment of Community Services Director

Discussion and possible action to confirm the City Manager appointment of John Sefton as Community Services Director, effective August 20, 2012.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation

3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)
 - a. Council Subcommittee Update
 - b. Update on Electronic Digital Billboard Sign Civic Engagement Plan
 - c. Staff Acknowledgements

Reports from City Council:
Reports from the Mayor:

ADJOURNMENT

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 (623)773-7340, TDD (623)773-7221, or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

PUBLIC NOTICE:

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
June 19, 2012

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:00 p.m.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Katie Gregory, Interim Management and Budget Director; Stacy Irvine, Interim Fire Chief; Scott Whyte, Economic Development Services Director; Linda Blas; Deputy City Clerk.

Audience: No members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

CONSENT AGENDA

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Motion was made by Vice Mayor Aames, seconded by Councilmember Evans, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

1C Authorization to Hold an Executive Session

Pursuant to A.R.S. § 38-431.03: Authorized the holding of an Executive Session for the purpose of:

- a) Discussion with legal counsel for legal advice on legal issues pertaining to the revocation of state issued licenses to members of boards and commissions pursuant to A.R.S. § 38-431.03(A)(3).
- b) Discussion with legal counsel in order to consider the City's position and instruct legal counsel regarding a proposed Economic Development Incentive and Investment Agreement with Case Work Genetics, Inc pursuant to the City's Economic Development Incentive and Investment Policy (EDIIP). (Pursuant to A.R.S. § 38-431.03(A)(4));

Special City Council Meeting Minutes

June 19, 2012, 5:00 p.m.

Page 2 of 2

- c) Discussion with legal counsel in order to consider the City's position and instruct legal counsel regarding a proposed Economic Development Incentive and Investment Agreement with Trine University pursuant to the City's Economic Development Incentive and Investment Policy (EDIIP). (Pursuant to A.R.S. § 38-431.03(A)(4)); and
- d) Discussion with legal counsel for legal advice pertaining to negotiations for the purchase, sale, or lease of real property located at Seldon and 78th Avenue pursuant to A.R.S. Section 38-431.03(A)(7).

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:01 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the City Council of Peoria, Arizona held on the 19th day of June, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of July, 2012.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
June 19, 2012

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:00 p.m.

Following a moment of silent reflection, Councilmember Leone led the Pledge of Allegiance.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Andy Granger, Engineering Director; Katie Gregory, Interim Management and Budget Director; John Imig, Information Technology Director; Stacy Irvine, Interim Fire Chief; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Claudia Luján, Interim Human Resources Director; Bill Mattingly, Public Works and Utilities Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; John Schell, Intergovernmental Affairs Director; Jeff Tyne, Interim Community Services Director; Scott Whyte, Economic Development Services Director; Corina Russo, Assistant to the City Manager; Linda Blas; Deputy City Clerk.

Audience: Approximately 30 members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

PRESENTATION:

1. Peoria Legislator Recognitions

Mayor Barrett and John Schell, Intergovernmental Affairs Director, presented plaques to the following State Legislators in recognition of their supportive contributions to the City of Peoria during the 2012 Legislative Session:

- Senator Frank Antenori
- Senator Rick Murphy
- Senator John Nelson
- Representative David Gowan
- Representative Rick Gray

- Representative Debbie Lesko
- Representative Phil Lovas
- Representative Jerry Weiers

Note: Senator Rick Murphy was not present to receive his plaque.

Mayor Barrett declared a short recess at 7:15 p.m. Mayor Barrett reconvened the Regular City Council Meeting at 7:25 p.m.

2. St. Joseph's Medical Group

Suzanne Pfister, Vice President of External Affairs for St. Joseph's Hospital and Medical Center, presented an overview of Dignity Health medical care facilities in Maricopa County. Ms. Pfister provided an update on recent activity and future plans for expansion in the West Valley.

3. Certificates of Election

Mayor Barrett and Councilmember Pearson presented Certificates of Election to the following Public Safety Retirement System Local Fire and Police Board members:

- Mark Barbee elected to the Public Safety Retirement System Local Board – Fire
- Stephen Hadley elected to the Public Safety Retirement System Local Board – Police

Note: Mark Barbee was not present to receive his Certificate of Election to the Public Safety Retirement System Local Board – Fire.

4. Certificates of Appointment

Mayor Barrett and Councilmember Pearson presented Certificates of Appointment to the following Board and Commission members:

- Donald Biery appointed to the Parks and Recreation Board,
- Richard Ward appointed to the Parks and Recreation Board,
- Usamma Amjad appointed to the Youth Advisory Board,
- Lincoln Crump appointed to the Youth Advisory Board,
- Janell Cooke appointed to the Youth Advisory Board,
- Jasmine Kunkes appointed to the Youth Advisory Board,
- Kiley Perkins appointed to the Youth Advisory Board,
- Arria Reams appointed to the Youth Advisory Board,
- Alec Willems appointed to the Youth Advisory Board, and
- Leonard Spraker appointed to the Planning and Zoning Commission.

Note: Donald Biery, Lincoln Crump, Janell Cooke, Jasmine Kunkes, Alec Willems and Leonard Spraker were not present to receive their certificates.

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Mayor Barrett asked if any Councilmember wished to have an item removed from the Consent Agenda.

Councilmember Pearson requested that Agenda Items 3C, 6C, 7C, and 18C be removed for separate discussion.

Motion was made by Councilmember Leone, seconded by Councilmember Rivero, to approve the Consent Agenda with the exception of Agenda Items 3C, 6C, 7C, and 18C. Upon vote, the motion carried unanimously 7 to 0.

CONSENT – New Business:

1C Minutes

Approved the following minutes:

June 5, 2012 Special Meeting and Study Session
June 5, 2012 Regular Meeting

2C Annexation, Right-of-Way, 99th Avenue and Beardsley Road

ORDINANCE NO. 2012-10

AN ORDINANCE OF THE CITY OF PEORIA, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA, ARIZONA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, AND PROVIDING FOR THE RECORDING OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE FOR THE ANNEXATION.

Adopted **ORD. 2012-10** approving the annexation of right-of-way at the intersection of 99th Avenue and Beardsley Road.

3C Contract, Greater Phoenix Economic Council, Economic Development Activities

Clerk's Note: This item was heard separately at the end of the Consent Agenda.

At the request of Councilmember Pearson, Agenda Item 3C was pulled from the Consent Agenda for separate discussion. Scott Whyte, Economic Development Services Director, provided a review of the request to renew the service contract with the Greater Phoenix Economic Council for economic development activities in Fiscal Year 2013.

Motion was made by Councilmember Carlat, seconded by Councilmember Evans, to authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for economic development activities in Fiscal Year 2013.

Upon vote, the motion carried unanimously 7 to 0.

4C Intergovernmental Agreement Amendment, Maricopa County Library District, Reciprocal Borrowing Program

Approved the Sixth Amendment and extended the Intergovernmental Agreement with the Maricopa County Library District for the Reciprocal Borrowing Program, effective July 1, 2012 to June 30, 2013.

5C Intergovernmental Agreement, Arizona Department of Transportation, Installation of Pedestrian Countdown Signal Heads - Various Locations

RESOLUTION NO. 2012-84

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND THE CITY OF PEORIA FOR INSTALLATION OF PEDESTRIAN COUNT DOWN SIGNAL HEADS.

Adopted **RES. 2012-84** approving the Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for installation of Pedestrian Countdown Signal Heads at various locations within the City of Peoria (City).

Clerk's Note: Items 6C and 7C were heard together at the end of the Consent Agenda.

6C Improvement Agreement, Seattle Mariners, San Diego Padres, 20-Year extension of Peoria Sports Complex

At the request of Councilmember Pearson, Agenda Items 6C and 7C were pulled from the Consent Agenda for separate discussion.

Jeff Tyne, Interim Community Services Director, reviewed the major terms of the Improvement Agreement regarding the financing and construction of improvements at the Peoria Sports Complex and the Sports Facilities Use Agreements with the Seattle Mariners and San Diego Padres.

Motion was made by Councilmember Pearson, seconded by Councilmember Evans, to approve an Improvement Agreement regarding the financing and construction of improvements at the Peoria Sports Complex.

Upon vote, the motion carried unanimously 7 to 0.

7C Use Agreement, Seattle Mariners, San Diego Padres, 20-Year extension of Peoria Sports Complex

Motion was made by Councilmember Pearson, seconded by Councilmember Evans, to approve a Use Agreement with the Seattle Mariners and San Diego Padres regarding future usage of the Peoria Sports Complex.

Upon vote, the motion carried unanimously 7 to 0.

8C Grant, Department of Public Safety, Victims of Crime Act

- (a) Accepted \$42,946 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) for Peoria's participation in the Fiscal Year 2013 Crime Victim Assistance Grant Program; and
- (b) Approved a budget transfer in the amount of \$42,946 from the Proposed Grants Contingency Account to the Victims of Crime Act (VOCA) Grant account for salary and wages.

9C Deeds and Easements, Various Locations

RESOLUTION NO. 2012-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

Adopted **RES. 2012-85** accepting Deeds and Easements for various Real Property interests acquired by the City.

10C Designate Roadways, Establish Rights-of-Way, Various Locations

RESOLUTION NO. 2012-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

Adopted **RES. 2012-86** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

11C Easement, Salt River Project Irrigation, 75th Avenue and Thunderbird Road Intersection Widening Project

RESOLUTION NO. 2012-87

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO SALT RIVER PROJECT FOR THE RELOCATION OF EXISTING IRRIGATION FACILITIES IN THE VICINITY OF 75TH AVENUE AND THUNDERBIRD ROAD.

Adopted **RES. 2012-87** authorizing the execution of an Irrigation Easement to Salt River Project for the relocation and maintenance of irrigation facilities associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

12C Real Estate Purchase, New River Trail, Rose Garden Lane and 77th Avenue Alignment

Authorized the acquisition of approximately 5 acres of land that will allow for the extension of New River Trail south from Riverstone Estates to the Bureau of Land Management parcel.

13C Sale of City of Peoria, Arizona, General Obligation Bonds, Series A (2012)

RESOLUTION NO. 2012-89

RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF CITY OF PEORIA, ARIZONA GENERAL OBLIGATION BONDS (PROJECTS OF 2000, 2005 AND 2008), SERIES A (2012), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$14,710,000; PROVIDING FOR THE ANNUAL LEVY OF A TAX ON ALL THE TAXABLE PROPERTY WITHIN THE CITY OF PEORIA, ARIZONA, TO PROVIDE FOR THE PAYMENT OF INTEREST ON AND PRINCIPAL OF SAID BONDS; APPOINTING A BOND REGISTRAR AND PAYING AGENT AND AUTHORIZING EXECUTION OF A CONTRACT IN CONNECTION THEREWITH;

APPROVING A CONTINUING DISCLOSURE UNDERTAKING PERTAINING TO PROVIDING ONGOING DISCLOSURE WITH RESPECT TO SAID BONDS AND AUTHORIZING EXECUTION OF SUCH UNDERTAKING; RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS AND APPROVING AN OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS; AWARDING A CONTRACT FOR THE PURCHASE OF SAID BONDS AND DECLARING AN EMERGENCY.

Adopted **RES. 2012-89** authorizing the sale and issuance of General Obligation Bonds, Series A (2012), in an amount not to exceed \$15,000,000; providing for the annual levy of a tax on all the taxable property within the City of Peoria for the payment of principal and interest of the bonds; appointing and authorizing a contract for a bond registrar and paying agent; approving a contract for continuing disclosure of the bonds; ratifying the distribution of a Preliminary Official Statement (POS) and approving an Official Statement (OS); awarding a contract for the purchase of the bonds; and declaring an emergency.

14C Sale of City of Peoria, Arizona, General Obligation Refunding Bonds, Series B (2012)

RESOLUTION NO. 2012-90

RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF CITY OF PEORIA, ARIZONA GENERAL OBLIGATION REFUNDING BONDS, SERIES B (2012), IN THE PRINCIPAL AMOUNT OF \$13,690,000; PROVIDING FOR THE ANNUAL LEVY OF A TAX ON ALL THE TAXABLE PROPERTY WITHIN THE CITY OF PEORIA, ARIZONA, TO PROVIDE FOR THE PAYMENT OF INTEREST ON AND PRINCIPAL OF SAID BONDS; APPOINTING A BOND REGISTRAR AND PAYING AGENT AND AUTHORIZING EXECUTION OF A CONTRACT IN CONNECTION THEREWITH; APPOINTING AN ESCROW TRUSTEE, APPROVING AN ESCROW TRUST AGREEMENT FOR THE SAFE KEEPING AND HANDLING OF SECURITIES AND MONEY TO BE USED TO PAY CERTAIN BONDS BEING REFUNDED AND AUTHORIZING EXECUTION OF SUCH ESCROW TRUST AGREEMENT; APPROVING A CONTINUING DISCLOSURE UNDERTAKING PERTAINING TO PROVIDING ONGOING DISCLOSURE WITH RESPECT TO SAID BONDS AND AUTHORIZING EXECUTION OF SUCH UNDERTAKING; RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS AND APPROVING AN OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS; AWARDING CONTRACT FOR THE PURCHASE OF SAID BONDS AND DECLARING AN EMERGENCY.

Adopted **RES. 2012-90** authorizing the sale and issuance of General Obligation Refunding Bonds, Series B (2012), in an amount not to exceed \$15,000,000; providing for the annual levy of a tax on all the taxable property within the City of Peoria for the payment of principal and interest of the bonds; appointing and authorizing a contract for a bond registrar and paying agent; appointing an escrow trustee and approving an escrow trust agreement for the safekeeping and handling of funds used to pay the bonds being refunded; approving a contract for continuing disclosure of the bonds; ratifying the distribution of a Preliminary Official Statement (POS) and approving an Official Statement (OS); awarding a contract for the purchase of the bonds; and declaring an emergency.

15C Sale of City of Peoria, Arizona, Water and Wastewater Revenue Refunding Bonds, Series 2012

RESOLUTION NO. 2012-91

RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF CITY OF PEORIA, ARIZONA WATER AND WASTEWATER REVENUE REFUNDING BONDS, SERIES 2012, IN THE PRINCIPAL AMOUNT OF \$23,280,000; PROVIDING FOR THE FORM AND OTHER DETAILS OF THE SERIES 2012 BONDS; PROVIDING FOR THE COLLECTION AND DISPOSITION OF THE REVENUES TO BE DERIVED FROM THE COMPLETE WATER AND WASTEWATER PLANT AND SYSTEM OF THE CITY; MAKING OTHER PROVISIONS WITH RESPECT TO THE OPERATION OF SUCH SYSTEM; PROVIDING FOR THE SECURITY AND PAYMENT OF THE SERIES 2012 BONDS; AUTHORIZING THE EXECUTION OF A BOND REGISTRAR AND PAYING AGENT AGREEMENT AND AN ESCROW TRUST AGREEMENT WITH RESPECT TO THE SERIES 2012 BONDS; RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE UNDERTAKING; AWARDING A CONTRACT FOR THE PURCHASE OF THE SERIES 2012 BONDS AND DECLARING AN EMERGENCY.

Adopted **RES. 2012-91** ordering the sale of Water and Wastewater Revenue Refunding Bonds, Series 2012, in an amount of not to exceed \$30,000,000; providing for the collection and disposition of revenues from the water and wastewater systems for security and payment of the bonds; authorizing a contract for a bond registrar and payment agent; approving a contract for continuing disclosure of the bonds; ratifying the distribution of a Preliminary Official Statement (POS) and approving an Official Statement (OS); awarding a contract for the purchase of the bonds; and declaring an emergency.

16C Sale of Peoria Municipal Development Authority, Inc. Revenue Bonds, Series 2012

RESOLUTION NO. 2012-92

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2012 CITY PURCHASE AGREEMENT AND A SERIES 2012 CONTINUING DISCLOSURE AGREEMENT; APPROVING THE EXECUTION AND DELIVERY BY PEORIA MUNICIPAL DEVELOPMENT AUTHORITY, INC. OF SUCH CITY PURCHASE AGREEMENT AND A THIRD SUPPLEMENT TO TRUST INDENTURE; APPROVING AN OFFICIAL STATEMENT AND THE CIRCULATION THEREOF; APPROVING THE ISSUANCE OF NOT TO EXCEED \$50,000,000 AGGREGATE PRINCIPAL AMOUNT OF PEORIA MUNICIPAL DEVELOPMENT AUTHORITY, INC. REVENUE BONDS, SERIES 2012; DELEGATING TO THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DETERMINE VARIOUS TERMS WITH RESPECT TO THE SERIES 2012 BONDS AND THE SALE THEREOF; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS FOR THE PAYMENT THEREOF AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

Adopted **RES. 2012-92** authorizing the execution and delivery of a Series 2012 City Purchase Agreement and 2012 Continuing Disclosure Agreement; approving the execution and delivery by the Peoria Municipal Development Authority (MDA) of such City Purchase Agreement and a Third Supplement to the Trust Indenture; approving an Official Statement (OS) and its circulation; approving the issuance of Peoria Municipal Development Authority, Inc. Revenue Bonds, Series 2012, in an amount not to exceed \$50,000,000; delegating authority to the Chief Financial Officer to handle matters pertaining to the bond sale; and all other actions necessary for the sale of bonds and declaring an emergency.

17C General Liability Insurance Package Fiscal Year 2013

Awarded a General Liability Insurance Package for Fiscal Year 2013 as recommended by Mesirow Financial Insurance Services to maintain the City's Self-insured Retention (SIR) level at \$1,000,000 per claim occurrence and \$3,000,000 for the aggregate of claims during the year, with layers of insurance above those amounts.

18C Amended Memoranda of Understanding, American Federation of State, County and Municipal Employees (AFSCME), United Phoenix Firefighters Association(PFFA) and Peoria Police Officer's Association (PPOA)

Clerk's Note: This item was heard separately at the end of the Consent Agenda.

At the request of Councilmember Pearson, Agenda Item 18C was pulled from the Consent Agenda for separate discussion.

Claudia Lujan, Interim Human Resources Director, provided an overview of the request to approve amendments to the Memoranda of Understanding with the American Federation of State, County and Municipal Employees, United Phoenix Firefighters Association, and Peoria Police Officer's Association.

Discussion ensued regarding the monetary impact to the City if a one-time merit/step increase to all eligible employees was implemented beginning the first full pay period of Fiscal Year 2013.

Motion was made by Councilmember Leone, seconded by Councilmember Carlat, to approve the amendments to the Memoranda of Understanding with the American Federation of State, County and Municipal Employees, United Phoenix Firefighters Association, and Peoria Police Officer's Association.

Upon vote, the motion carried 6 to 1, with Councilmember Pearson voting "no".

REGULAR AGENDA

NEW BUSINESS

19R Confirmation – City Manager Appointment of Fire Chief

Carl Swenson, City Manager, introduced Bobby Anthony Ruiz for selection of Fire Chief and provided background on Chief Ruiz' professional experience and qualifications.

Motion was made by Councilmember Rivero, seconded by Vice Mayor Aames, to confirm the City Manager appointment of Bobby Anthony Ruiz as Fire Chief, effective July 9, 2012.

Upon vote, the motion carried unanimously 7 to 0.

20R Confirmation – City Manager Appointment of Human Resources Director

Carl Swenson, City Manager, introduced Julie Ayers for selection of Human Resources Director and provided background on Ms. Ayers' professional experience and qualifications.

Motion was made by Councilmember Rivero, seconded by Vice Mayor Aames, to confirm the City Manager appointment of Julie Ayers as Human Resources Director, effective July 23, 2012.

Upon vote, the motion carried unanimously Z to Q.

21R Contract, Ames Construction Inc., Lake Pleasant Parkway, Westwing Parkway to State Route 303L

Chris Kmetty, Senior Civil Engineer, provided an overview of the request to award a design build contract to Ames Construction Inc. Mr. Kmetty reviewed the following:

- Design build contract method
- Complete project
- Project justification
- Project details
- Project renderings
- Project schedule

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to:

- (a) Approve a contract with Ames Construction Inc. in the not-to-exceed amount of \$16,654,802 for construction of improvements on Lake Pleasant Parkway; Westwing Parkway to State Route 303L, including the installation of new water and wastewater lines;
- (b) Approve a contract with Ames Construction Inc. in the not-to-exceed amount of \$1,384,000 for design of improvements on Lake Pleasant Parkway; Westwing Parkway to State Route 303L, including the installation of new water and wastewater lines;
- (c) Authorize a ten percent owner's contingency to be held outside the construction contract for unforeseen conditions; and
- (d) Approve a budget transfer up to \$292,000 to establish the outside sources appropriation needed to expend funds received from the developer of Lake Pleasant Promenade for off-site improvements at the Lake Pleasant Parkway and Jomax Road intersection.

Upon vote, the motion carried unanimously Z to Q.

22R Agreement, Economic Development, Maxwell Technologies

Scott Whyte, Economic Development Services Director, provided an overview of the request to enter into an agreement with Maxwell Technologies for the purpose of economic development in the City of Peoria.

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to authorize the City Manager to execute an agreement with Maxwell Technologies for the purpose of economic development in the City of Peoria.

Upon vote, the motion carried unanimously 7 to 0.

23R Exclusive Negotiating Agreement, Trine University

Scott Whyte, Economic Development Services Director, reviewed the request to enter into an Exclusive Negotiating Agreement with Trine University for the development of a Trine branch campus in Peoria.

Motion was made by Vice Mayor Aames, seconded by Councilmember Evans, to authorize the City Manager to enter into an Exclusive Negotiating Agreement with Trine University for the development of a Trine branch campus in Peoria.

Upon vote, the motion carried unanimously 7 to 0.

24R Vistancia Commercial Core Targeted Industry Attraction Strategy

Scott Whyte, Economic Development Services Director, provided an overview of the request to approve the Vistancia Targeted Industry Attraction Strategy for the marketing and promotion of the Vistancia Commercial Core.

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to approve the Vistancia Targeted Industry Attraction Strategy for the marketing and promotion of the Vistancia Commercial Core.

Upon vote, the motion carried unanimously 7 to 0.

25R Revisions, Neighborhood Traffic Management Program (NTMP) Goals, Objectives and Policies

Jamal Rahimi, City Traffic Engineer, reviewed the proposed amendments to the Neighborhood Traffic Management Program (NTMP) Goals, Objectives and Policies. Mr. Rahimi reported on the program's budget and expenses for Fiscal Years 2006-2012.

Motion was made Councilmember Rivero, seconded by Vice Mayor Aames, to approve the proposed revisions to the Neighborhood Traffic Management Program (NTMP) Goals, Objectives and Policies.

Upon vote, the motion carried unanimously 7 to 0.

26R Fiscal Year 2013 Property Tax Levy

RESOLUTION NO. 2012-88

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING ORDINANCE 2012-11.

ORDINANCE NO. 2012-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2013, AND DECLARING AN EMERGENCY.

Katie Gregory, Interim Management and Budget Director, reviewed the proposed Primary and Secondary Property Tax Levies for Fiscal Year 2013. The recommendation is for the City's overall property tax rate to remain at \$1.44 per \$100 of assessed valuation. The primary property tax rate is recommended to remain at \$.19 per \$100 of assessed valuation, with the secondary tax rate at \$1.25 per \$100 of assessed valuation.

Motion was made by Councilmember Carlat, seconded by Councilmember Evans, to adopt **RES. 2012-88** and **ORD. 2012-11** adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for Fiscal Year 2013 and declaring an emergency.

Upon vote, the motion carried unanimously 7 to 0.

27R Fiscal Year 2013 Street Light and Maintenance Improvement District Levies

ORDINANCE NO. 2012-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA AND WITHIN THE FOLLOWING STREET LIGHT IMPROVEMENT DISTRICTS EACH DESIGNATED AS CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NOS. 1 - 34 INCLUSIVE, NOS. 36 – 37, INCLUSIVE, NOS. 39 - 51 INCLUSIVE, NOS. 54 - 64 INCLUSIVE, NO. 66, NOS. 70 - 73 INCLUSIVE, NOS. 76 - 80 INCLUSIVE, NOS. 82 - 84 INCLUSIVE, NOS. 93 - 99 INCLUSIVE, NOS. 101 - 102 INCLUSIVE, NO. 104, NOS. 107 - 108 INCLUSIVE, NO. 110, NO. 114, NOS. 116 - 117 INCLUSIVE, NO. 119, NOS. 121 - 123 INCLUSIVE, NOS. 125 - 129 INCLUSIVE, NO. 131, NOS. 135 -157 INCLUSIVE, NOS. 159 – 164 INCLUSIVE, NOS. 166 - 167 INCLUSIVE, NOS. 171 - 172 INCLUSIVE, NOS. 176 - 177 INCLUSIVE, NO. 179, NOS. 183 - 185 INCLUSIVE, NOS. 187 - 191 INCLUSIVE, NO. 195, NOS. 197 - 199 INCLUSIVE, NOS. 201 - 202 INCLUSIVE, NOS. 204 - 216 INCLUSIVE, NO. 218, NO. 222-236 INCLUSIVE, NOS. 238 - 240 INCLUSIVE, NOS. 1000-1002 INCLUSIVE, NOS. 1004-1014 INCLUSIVE, NO. 1016, NO. 1022, NO. 1025, AND NO. 1050 SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR THE PURPOSE OF GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2013, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2012-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA AND WITHIN THE FOLLOWING MAINTENANCE IMPROVEMENT DISTRICTS EACH DESIGNATED AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NOS. 1 - 7 INCLUSIVE, NO. 10, NO. 69 NO. 1025, AND NO. 1044 SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR THE PURPOSE OF GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2013, AND DECLARING AN EMERGENCY.

Katie Gregory, Interim Management and Budget Director, presented an overview of proposed tax revenues for Maintenance and Street Light Improvement Districts within the City.

Motion was made by Vice Mayor Aames, seconded by Councilmember Carlat, to adopt **ORD. 2012-12** and **ORD. 2012-13** adopting the Street Light and Maintenance Improvement District Levies for Fiscal Year 2013 and declaring an emergency.

Upon vote, the motion carried unanimously 7 to 0.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation – None
3. Informational

a. Peoria Development Services Online Portal

Scott Whyte, Economic Development Services Director, reported on the Economic Development Services online portal. The system is available 24 hours a day, 7 days per week, allowing users to schedule inspections online and access information on building, engineering, fire, and planning-related permits.

b. Legislative Update

John Schell, Intergovernmental Affairs Director, provided an update on the bills passed during the 2012 Legislative Session impacting local jurisdictions. Mr. Schell provided information on bills of interest to Peoria regarding:

- Electronic billboards
- Firearms
- Employment incentives and regulatory tax credit
- Military preservation
- Arizona State Retirement System contribution rates
- Planned communities zoning requirements
- Revenue allocation authority
- Hit and run accidents resulting in fatalities (Joey's Law)

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended.

Councilmember Carlat welcomed the newly confirmed Fire Chief and Human Resources Director. Councilmember Carlat reiterated that Council had just voted on several items that would further the Council's goals on economic development within the City. Councilmember Carlat extended her appreciation to the attendees of the Sonoran Preservation Program meeting on conserving and preserving desert lands.

Councilmember Rivero reported on the groundbreaking ceremony for Community Park #2 held on June 14, 2012. Councilmember Rivero thanked Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; and the Engineering Department staff for making the park project a priority.

Councilmember Pearson reminded the viewing audience that a City Council Study Session will be held on June 20, 2012.

Councilmember Evans welcomed the new Fire Chief and Human Resources Director. Councilmember Evans extended her gratitude to John Schell, Intergovernmental Affairs Director, for representing the City at the State Legislature.

Vice Mayor Aames complimented Mr. Schell for his efforts at the Legislature and Scott Whyte, Economic Development Services Director, for bringing economic development opportunities to the City.

Reports from the Mayor:

Mayor Barrett reported on a remembrance held June 15, 2012, in honor of Bob Root, long-time supporter of Theater Works, who passed away recently.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 9:36 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Regular Meeting of the City Council of Peoria, Arizona held on the 19th day of June, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of July, 2012.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
June 20, 2012

A **Special Meeting and Study Session** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:05 p.m.

Members Present: Vice Mayor Ron Aames; Councilmembers Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: Mayor Bob Barrett; Councilmembers Cathy Carlat and Joan Evans

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Katie Gregory, Interim Management and Budget Director; Chris Jacques, Planning and Community Development Director; Brent Mattingly, Finance Director; Jeff Tyne, Interim Community Services Director; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 5 members of the public were present.

STUDY SESSION AGENDA

Discussion ensued regarding whether to proceed with the meeting due to the absence of three members of Council.

Consensus of the Council was to postpone discussion of the following items to a future Study Session:

Subjects for Discussion Only:

1. Development Services User Fee Cost Recovery Policy
2. Development Impact Fees Study Update
3. Field Allocation Policy
4. Trail Lighting Policy
5. Peoria Friends of the Arts

ADJOURNMENT:

Motion was made by Councilmember Leone, seconded by Councilmember Pearson to adjourn the meeting.

Upon vote, the motion passed unanimously 4 to 0.

The meeting was adjourned at 5:14 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting and Study Session of the City Council of Peoria, Arizona held on the 20th day of June, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of July, 2012.

(Seal)

City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3C

Date Prepared: June 11, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager
FROM: Jeff Tyne, Interim Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Community Services Department Fees and Charges FY2013

Purpose:

This is a request for City Council to approve Ordinance 12- 14 amending section 2-207 of Chapter 2 in the City Code, 1992 Edition with changes to the Community Services Department Fees Table for FY2013.

Background/Summary:

On an annual basis, the Community Services Department updates its fee schedules, and formally files the schedules with the City Clerk and City Attorney in accordance with section 2-207 of Chapter 2 in the City Code. Prior to this step, all fee changes were reviewed and consented to by City Council through the FY 2013 budget process. This year, the update also includes recommended changes discussed in the FY 2012 budget, but have yet to be implemented.

In prior years, a “permissible range” for each fee was determined. This range allowed the Community Services Department to make changes to fees if they did not exceed the permissible fee range. With the adoption of the City Council Policy on Community Services Pricing and Fees this year, fee ranges will no longer be used. Instead, all fee changes will be presented to the City Council for approval during the annual budget process. Upon approval, the Community Services Department Fees Table will be updated and submitted to amend section 2-207 of Chapter 2 in the City Code.

As mentioned, a series of fee adjustments were discussed in the FY 2012 budget process. Based on Council direction, such fees were not imposed until the City formalized its new Recreation Fee Policy. To meet cost recovery targets from that policy, the following fees would now go into effect:

Program

AQUATICS	Current Fee	Proposed Fee
Child Open Swim	\$0.50	\$1
Adult Open Swim	\$1.50	\$2
Individual Swim Pass	\$20	\$25
Family Swim Pass	\$60	\$75
Resident swim lessons	\$18	\$20
Non-Res Swim lessons	\$50 - Sunrise; \$25 - Peoria/ Cent	\$52 - Sunrise; \$26 - Peoria/ Cent
Swim Team - Resident	\$80	\$90
Swim Team - NR	\$140	\$150
Sunrise Pool Rentals (per hour)	\$150 - 100, \$200 - up to 200, \$300 - 201+	\$175 - 100, \$225 - up to 200, \$325 - 201+
LITTLE LEARNERS	Current Fee	Proposed Fee
Little Learners - Full Time Participant	\$115	\$125
Little Learners - Part Time Participant	\$80	\$90
RIO VISTA RECREATION CENTER	Current Fee	Proposed Fee
Monthly Pass Holder Fee	\$15-\$50 Resident \$20-\$60 Non-resident	\$18-\$60 Resident \$24-\$72 Non-resident
3 Month Pass Holder Fee	\$41.50-\$135 Resident \$54-\$162 Non-resident	\$45-\$150 Resident \$60-\$180 Non-resident
6 Month Pass Holder Fee	\$75-\$250 Resident \$100-\$300 Non-resident	\$81-\$270 Resident \$108-\$324 Non-resident
Annual Pass Holder Fee	\$135-\$450 Resident \$180-\$540 Non-resident	\$153-\$510 Resident \$204-\$612 Non-resident
Corporate Pass Holder Fee	\$1,500	\$1,600

New fees for FY2013 that were approved by City Council during the FY2013 budget process include increases to Adult Softball Leagues, increases to Community Center rentals which will be implemented in January 2013 when the remodel is completed and new fees for the Library system. These fees are listed below:

Program

ADULT SPORTS	Current Fee	Proposed Fee
Adult Softball Leagues	\$450	\$500
COMMUNITY CENTER RENTALS	Current Fee	Proposed Fee
Rental fee (per hour)	\$0-\$90 Resident \$0-\$90 Non-resident	\$0-\$110 Resident \$0-\$130 Non-resident

Rental deposit	\$0-\$150	\$0-\$250
Additional Staff	N/A	\$0-\$25
Set-up/Clean-up	N/A	\$50
LIBRARIES	Current Fee	Proposed Fee
Processing of lost or damaged items	\$5	\$10
Fines for interlibrary loans (per day)	\$0.50	\$1.00
Local faxing, first page	N/A	\$2
Long distance faxing, first page	N/A	\$3
International faxing, first page	N/A	\$5
Faxing additional pages	N/A	\$1
Guest passes – up to 2 hours	N/A	\$1

If not indicated, fees are the same for residents and non-residents. All fee adjustments are consistent with cost recovery goals for the affected programs.

Previous Actions:

As mentioned, fee adjustments for all areas were discussed during budget processes. On May 1st, 2012, the City Council approved a City Recreation Fee Policy.

The City Attorney has reviewed and approved these changes.

Options:

The following options are possible for the City Council to recommend:

- A. Authorize the approval of Ordinance 12- 14 to amend section 2-207 of Chapter 2 of the City Code and update the Community Services Department Fees Table for FY2013.
- B. Direct staff to revisit fee recommendations for FY2013 and create a new FY2013 budget package for the Community Services Department that reflects changes to fees and associated revenue estimates.

Staff's Recommendation:

Staff recommends that City Council approve Ordinance 12- 14, thereby amending section 2-207 of Chapter 2 of the City Code and establishing the updated Community Services Department Fees Table for FY2013 as approved during the budget process.

Fiscal Analysis:

Based on participant estimates for FY2013, it is estimated that the aforementioned fee increases will bring in approximately \$225,000 in additional revenue for FY 2013. These projections have been included in the revenue estimates put forward for the affected programs.

Exhibit(s):

Exhibit 1: Ordinance 12- 14

Exhibit 2: Sec. 2-207 Community Services Department Fees Table

Contact Name and Number: Jeff Tyne, 623-773-7114

ORDINANCE NO. 2012-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY AMENDING TABLE 2-207 PERTAINING TO FEES CHARGED BY THE COMMUNITY SERVICES DEPARTMENT AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

THEREFORE, it is ordained by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Chapter 2 of the Peoria City Code (1992) is amended by amending Section 2-207(a), Table 2-207 pertaining to the Community Services Department and fees which shall read as follows:

See Table 2-207.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 3rd day of July, 2012.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times
Publication Dates: July 5 and July 12, 2012

Effective Date: _____

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE

FY2013

ITEM	RESIDENT RATES	NON- RESIDENT RATES
SWIM FEES		
Open Swim (Children under 16)	\$1.00	\$1.00
Open Swim (Adults over 17)	\$2.00	\$2.00
Swim Lessons	\$20	Sunrise \$52; Peoria/Cent \$26
Aqua Aerobics Walk- ins	\$4.50	\$4.50
Aqua Aerobics	\$35	\$55
Conditioning School	\$30	\$50
Guard Start	\$75	\$95
Lifeguard Training	\$120	\$150
Water Safety Instructor Training	\$120	\$150
Swim Team - Individual	\$90	\$150
Swim Pass - Individual	\$25	\$25
Swim Pass - Family	\$75	\$75
Misc. fees* (resale items, etc)	\$2 - \$25	\$2 - \$25

SENIOR/ADAPTIVE RECREATION		
Senior Dance	\$4	\$4
Adaptive Recreation Dance*	\$4/Drop In	\$4/Drop In
Senior Ceramic Classes	Between Seniors/Instructor	Between Seniors/Instructor
Adaptive Recreation Bowling*	\$5/time or \$35/session	\$5/time or \$35/session
Special Olympics (biannual)	\$25	\$25
Adult Day Program Private Pay Option per day	\$5	\$5
Senior Classes*	Direct Cost +25%	Direct Cost +25%
Adaptive Recreation Classes*	Direct Costs	Direct Costs
Senior Trips*	Direct Costs + 20%	Direct Costs + 20%
Adaptive Recreation Trips*	Direct Costs	Direct Costs
Misc. fees* (resale items, late reg. etc.)	\$.50 - \$25	\$.50 - \$25

YOUTH RECREATION PROGRAMS		
Summer Recreation Program	\$50	\$100
Registration Fees (Depends on program)*	\$20 - \$30	\$20 - \$30
Summer Camp Daily Fee*	\$24	\$24
Summer Camp Weekly Fee*	\$98	\$98
Lil' Learners Full Time Weekly (12 hrs/5 days) Fee*	\$125	\$125
Lil' Learners Part Time Weekly (6 hrs/5 days) Fee*	\$90	\$90
AM/PM Recreation Program (Full Time - 5 days/wk)*	\$25 - \$56	\$25 - \$56
AM/PM Recreation Program (Part Time - 1day/wk)*	\$5 - \$14	\$5 - \$14
Misc. Fees* (resale items, late reg., etc.)	\$10 - \$15	\$10 - \$15
Trips for youth programs*	Direct Costs + 20%	Direct Costs + 20%

SPECIAL INTEREST CLASSES/BROCHURE		
Special Interest Classes - Adults	Direct Costs + \$28/per	Direct Costs + \$32/per
Special Interest Classes - Youth	Direct Costs + \$21/per	Direct Costs + \$28/per
Misc. Fees* (late reg., etc.)	\$5 - \$20	\$5 - \$20
Advertising in Quarterly Brochure		
Back Cover - 1X	\$1,000	\$1,000
Back Cover - 4X/yr	\$875	\$875
Full Page - 1X	\$800.00	\$800.00
Full Page - 4X/year	\$712.50	\$712.50

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE

FY2013

ITEM	RESIDENT RATES	NON- RESIDENT RATES
Half Page - 1X	\$420.00	\$420.00
Half Page - 4X/year	\$375.00	\$375.00
Quarter Page - 1X	\$320.00	\$320.00
Quarter Page - 4X/year	\$300.00	\$300.00

SPORTS				
Adult Flag Football*	\$450	\$450		
Adult Softball*	\$500	\$500		
Adult Basketball*	\$450	\$450		
Adult Volleyball* - Outdoor	\$125	\$125		
Adult Volleyball* - Indoor	\$300	\$300		
Adult 3-on-3 Basketball	\$200	\$200		
Adult Wallyball				
Adult Dodgeball				
Adult Floor Hockey				
High School Basketball*	\$220	\$220		
Adult Soccer*	\$1,000	\$1,000		
Adult Baseball*	\$1,250	\$1,250		
Youth T-Ball*	\$50	\$100		
Youth Sports Camps* (2 wks)				
Youth Basketball*				
Youth Soccer*				
Youth Football*				
Youth Volleyball*				
Youth Lacrosse*				
Youth Coach Pitch Baseball*				
Youth Kickball*				
Youth Softball*				
Youth Roller Hockey*				
Youth Floor Hockey				
Youth Dodgeball				
Youth Wiffle Ball				
Youth Racquetball				
Youth Badminton				
Youth Wallyball				
Youth Racquet Sports				
Youth Team Tennis				
Youth 3-on-3 Basketball				
Adult Badminton	\$30 - \$50	\$30 - \$50		
Adult Racquetball				
High School Baseball*			\$800	\$800
Teen Sports Camps			\$95 - \$105	\$95 - \$105
Misc. Fees* (late fee, resale items, etc.)			\$1 - \$30	\$1 - \$30

SPECIAL EVENTS		
Athletic Races*	\$15	\$15
Sports Tournaments* (Depends on Youth or Adult)	\$30 - \$200	\$30 - \$200
Golf Tournament*	\$50	\$50
Baseball Tournament* (Depends on # of games)	\$600 - \$800	\$600 - \$800
Misc. Fees* (resale items, late fee, etc.)	\$1 - \$30	\$1 - \$30

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE

FY2013

ITEM	RESIDENT RATES	NON- RESIDENT RATES
RENTALS		
Ramada Rental - Single (up to 25 people)	\$20/4 hours	\$55/4 hours
Ramada Rental - Double (up to 50 people)	\$30/4 hours	\$75/4 hours
Ramada Rental - Group (up to 100 people)	\$60/4 hours	\$150/4 hours
Ramada Rental - Pavilion (up to 300 people)	\$180/4 hours	\$450/4 hours
Softball Field Rental (per hour/per field)(2 hr/min)	\$10	\$15
Softball Field Lights (per hour/per field) (2 hr. min)	\$10	\$15
Field Prep (per field)	\$10	\$15
Pool Rental - 100 or less people	\$150/hour Peoria/Centennial; \$175/hour Sunrise	\$150/hour Peoria/Centennial; \$175/hour Sunrise
101-200 people	\$200/hour Peoria/Centennial; \$225/hour Sunrise	\$200/hour Peoria/Centennial; \$225/hour Sunrise
201+ people	\$300/hour Peoria/Centennial; \$325/hour Sunrise	\$300/hour Peoria/Centennial; \$325/hour Sunrise
Women's Club (per hour)	\$0 - \$60	\$0 - \$90
Community Center		
Rentals (per hour)	\$0 - \$110	\$0 - \$130
Deposits	\$0 - \$250	\$0 - \$250
Additional Staff	\$0 - \$25	\$0 - \$25
Set-up/Clean-up	\$50	\$50
Libraries (per hour)	\$0 - \$35	\$0 - \$35
Beer Permits (per occurrence)	\$10	\$10
Sunrise Family Center - One room/hour (2 hr. min.)	\$40	\$40
Kitchenette/hour (with room rental)	\$10	\$10

RIO VISTA COMMUNITY PARK		
4 Diamond/Field Complex Reservation Fee		
8am - noon (4 hours)	\$0 - \$310	\$0 - \$310
8am - 4pm (8 hours)	\$0 - \$650	\$0 - \$650
8am - 6pm (10 hours)	\$0 - \$770	\$0 - \$770
8am - 8pm (12 hrs./2 hrs. lights)	\$0 - \$990	\$0 - \$990
8am - 10pm (14 hrs./4 hrs. lights)	\$0 - \$1,210	\$0 - \$1,210
6pm - 10pm (4 hrs./4 hrs. lights)	\$0 - \$610	\$0 - \$610
Cleanup Deposit	\$0 - \$200	\$0 - \$200
Reservation Deposit		
Individual Fields Reservation Fee		
Reservation Fee/Field (2 hr. min.)	\$0 - \$40	\$0 - \$40
Lights per Field (2 hr. min.)	\$0 - \$20	\$0 - \$20
Supervision/Personnel per hour	\$0 - \$15	\$0 - \$15
Volleyball Courts Reservation Fees		
Fee per court per hour	\$0 - \$10	\$0 - \$10
Supervision/personnel/hour (3 cts)	\$0 - \$15	\$0 - \$15
Cleanup Deposit (3 courts)	\$0 - \$200	\$0 - \$200
Reservation Deposit (3 courts)		

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE

FY2013

ITEM	RESIDENT RATES	NON- RESIDENT RATES
RIO VISTA RECREATION CENTER		
Daily Pass Holder Fee	\$3 - \$5	\$4 - \$6
Monthly Pass Holder Fee	\$18 - \$60	\$24 - \$72
3 month Pass Holder Fee	\$45 - \$150	\$60 - \$180
6 Month Pass Holder Fee	\$81 - \$270	\$108 - \$324
Annual Pass Holder Fee	\$153 - \$510	\$204 - \$612
Peoria Employee		
Corporate Pass Holder Fee	\$1,600	\$1,600
Weekly Hotel Pass	\$15	\$15
Kid's Corner (2 Hours)	\$3	\$3
Classroom Rentals/per hour	\$40 - \$80	\$50 - \$100
Recreation Center/per hr. depending on usage	\$250	\$300
Multipurpose Room Rentals/per hour	\$80 - \$200	\$100 - \$250
Room Deposits	\$50 - \$350	\$50 - \$350
Other Rentals (gym, wall, etc.)/per hour	\$45 - \$95	\$55 - \$125
Personal Trainer Packages	\$25 - \$210	\$25 - \$210
Misc. Fees* (Resale, equipment rental, hr. security)	\$1 - \$200	\$1 - \$200

LIBRARY		
Fines (per day/per item)	\$0.20	\$0.20
Fines (Replacement of each lost library card)	\$2	\$2
Fines (Unretrieved holds)	\$1	\$1
Fines - Video (per day after 7 days)	\$1	\$1
Fines (Processing of lost/damaged items)	\$10	\$10
Fines (Interlibrary Loans)	\$1.00	\$1.00
Copy/Print (per page)		
Faxing (first page)		
Local Number	\$2.00	\$2.00
Long Distance Number	\$3.00	\$3.00
International Number	\$5.00	\$5.00
Additional pages	\$1.00	\$1.00
Guest Passes (up to two hours/day)	\$1.00	\$1.00

SPORTS COMPLEX		
Additional Field Preps - per field	\$25	\$25
Folding chairs - per day	\$1	\$1
Eight foot tables - per day	\$5	\$5
Facility Maintenance - per hour per person	\$30	\$30
Porters - per hour per porter	\$13	\$13
Stadium Media Dining Room - 3 hr. minimum	\$20	\$20
Souvenir Store - 3 hr. minimum	\$30	\$30
Club House w/ 2 fields (Jan through March)	No fee established	No fee established
Club House w/ 4 fields (Jan through March)	No fee established	No fee established
Club House w/ 2 fields (April through September)	No fee established	No fee established
Club House w/ 4 fields (April through September)	No fee established	No fee established

* Each of these activities requires the purchase of supplies necessary for the activity. The fee includes the actual cost of the program to the City.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: June 11, 2012

Council Meeting Date: July 03, 2012

TO: Carl Swenson, City Manager
FROM: Andrew Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Contract, Quest Civil Constructors, Trunk Sewer Rehabilitation

Purpose:

This is a request for City Council to award a construction contract in the amount of \$1,753,059 to Quest Civil Constructors for repair and rehabilitation of 5,811 lineal feet of trunk sewer main as part of the Trunk Sewer Rehabilitation project (UT00296).

Background/Summary:

In June 2011, the Public Works – Utilities Department completed a project that inspected all sanitary sewer lines in the City 15 inches and larger for structural deficiencies (CIP Project UT00295 – Trunk Sewer Inspection). Resulting from this inspection, several areas of our sewer system were identified as needing immediate (within 2 years) attention. The Trunk Sewer Rehabilitation project was created to correct these defective segments.

In FY12, three sub projects were created to continue addressing the most crucial segments of our sewer system identified in the report. This sub project, known as “Project 3”, will focus on a 30-inch and 36-inch trunk sewer main that runs along New River from Thunderbird Road to Peoria Avenue. This trunk sewer main is one of the older trunk sewer mains in the City of Peoria, having been constructed in the 1980’s.

In an effort to get this defective segment rehabilitated in a timely fashion, staff has proposed the utilization of Job Order Contract (ACON00212, JOC for Water Related Pipeline Projects) with Quest Civil Constructors. Quest has successfully performed this work for the City in the past and has proven to be a valuable asset to the City when it comes to sewer rehabilitation work.

Previous Actions:

UT00296 - Trunk Sewer Rehabilitation			
Fiscal Year	Council Approval Date	Description	Budget Amount
FY11	21-Sep-2010	Council approved a construction contract for Quest Civil Constructors to provide sewer repair and rehabilitation services while the inspection project was on-going. This addressed areas that could not wait for completion of the inspection report.	\$500,000

Options:

A: Award a construction contract in the amount of \$1,753,059 to Quest Civil Constructors.

B: Deny award of the construction contract in the amount of \$1,753,059 to Quest Civil Constructors. This would result in delayed repair and rehabilitation of an important segment in our sewer system that has been identified as needing immediate attention. Further delay could ultimately result in pipe failure.

Staff's Recommendation:

Staff recommends approval of the construction contract in the amount of \$1,753,059 to Quest Civil Constructors for sewer repair and rehabilitation work.

Fiscal Analysis:

Funding for this contract is available in the FY13 Capital Improvement Program. Payment will be made from the Wastewater System Account 2400-2550-CIPWW-543003-UT00296CO in the amount of \$1,753,059.

Narrative:

Upon award of this construction contract, Quest Civil Constructors can begin work in July 2012, with an expected completion in October 2012.

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Contract Name and Number: Daniel Kiel, Civil Engineer, X7982

Council Communication



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND



Trunk Sewer Rehabilitation
Project 3 UT00296
Peoria Ave - Thunderbird Rd

115TH AVE
111TH AVE
107TH AVE
103RD AVE
99TH AVE
95TH AVE
91ST AVE
87TH AVE
83RD AVE
79TH AVE
75TH AVE
71ST AVE



VICINITY MAP



THUNDERBIRD RD

Trunk Sewer

LOOP 101

GRAND AVE

91ST AVE

PEORIA AVE



LEGEND

Trunk Sewer

City of Peoria
Trunk Sewer Rehabilitation
Project 3
UT00296
Location Map



NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: June 14, 2012

Council Meeting Date: July 03, 2012

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P. E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment, Combs Construction, Beardsley Road; Lake Pleasant Road to 99th Avenue

Purpose:

This is a request for City Council to approve Contract Amendment No. 2 with Combs Construction in the amount not to exceed \$182,600 for the improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road.

Background/Summary:

This project has been identified as one of the city's top priorities and includes widening and adding through lanes, turn lanes, and medians for access management and traffic signal modifications at the intersection of Beardsley Road and Lake Pleasant Road. The project also includes roadway improvements on Beardsley Road between Lake Pleasant Road and 99th Avenue.

These improvements increase capacity, safety, and efficiency of the intersection. A summary of the improvements constructed with this contract are provided below:

- Reconstruction of the intersection pavement to better accommodate truck traffic;
- Larger radii to better accommodate truck traffic;
- New right-turn lanes westbound to northbound and southbound to westbound;
- Lengthen the eastbound to northbound left turn pocket;
- Improve the existing drainage facilities;
- Curb, gutter, ADA ramps, sidewalk, lighting and landscaping along the south side of Beardsley Road;
- Traffic signal upgrades; and
- Deceleration lane for Extra Space Storage.

The developer for Extra Space Storage deposited funds with the city to provide for the construction of the deceleration lane along the north side of Beardsley Road and into their main business entrance.

In addition to these improvements, there were additional improvements funded as part of the overall project. These additional improvements include:

- Re-grade the existing drainage ditch along the south side of Beardsley Road between 99th Avenue and 95th Avenue;
- Remove four trees from the sight distance triangle at the southwest corner of Beardsley Road and 109th Avenue.

Bids were opened on June 23, 2011, and there were 11 bidders. Combs Construction was the lowest responsive and responsible bidder at \$2,236,065.

Staff recommends additional funds for items that were unforeseen during the development of the initial contract. In order to keep the project on schedule, staff recommended that the contractor complete the construction of the items identified. Major improvements that have been modified include:

- Additional cost for drainage structure modifications, this improvement was necessary to remove an OSHA confined space issue;
- Additional cost for protecting the existing storm drain line under the intersection, this additional cost accelerated storm drain construction to have minimal weekend closures;
- Additional cost for pavement rehabilitation, during the construction areas on Beardsley Road and Lake Pleasant Road were found to have less pavement than previously reported;
- Additional cost for treating subgrade, this improvement will have a better base for the pavement to better accommodate heavy loads and increase long term pavement life; and
- Additional cost for drainage outlet modifications, these improvements will ease and reduce long term maintenance of the drainage outlet system.

These additional costs improve the overall safety for maintenance staff, reduce long term maintenance and improve the aesthetics of the project.

Previous Actions:

The previous Council actions listed below are related to construction projects that have made improvements to the water system, storm drain system and roadway on Beardsley Road between 83rd Avenue and Lake Pleasant Parkway.

- May 2009 - November 2009 – Construction of 24” water line on Beardsley Road from Lake Pleasant Road to 87th Avenue;
- November 2009 - May 2010 - Construction of 30” storm drain on Beardsley Road from 95th Avenue to 87th Avenue;
- June 2010 – August 2010 - ARRA pavement mill & overlay project on Beardsley Road from 99th Avenue to 83rd Avenue;
- August 2010 – November 2010 – Beardsley Connection improvements on Beardsley Road from 83rd Avenue to Loop 101;
- September 6, 2011 – Council Approved Combs Construction Contract;
- March 26, 2011 – Contract Amendment No. 1 was administratively approved.

Options:

- A:** Approve the Construction Contract amendment in the amount of \$182,600 to Combs Construction for the construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant.
- B:** Deny the Construction Contract amendment in the amount of \$182,600 to Combs Construction for construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road. This would result in the City not paying for the construction of the additional work.

Staff’s Recommendation:

Staff recommends to approve the Construction Contract Amendment in the amount of \$182,600 to Combs Construction for construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road.

Fiscal Analysis:

Funding for this project is available in the FY2012 Capital Improvement Plan.

A total expenditure in the amount of \$182,600 will be made from the following Street System accounts:

7010-7075-CIPST-543001-CIPST-PW00065CO - \$182,600

Narrative:

Major construction activities were completed in May 2012. Punch list and minor electrical items are still being completed. The project is anticipated to have an overall savings of \$920,000 from the project budget.

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Contact Name and Number: Chris Kmetty, P. E., Senior Civil Engineer, X7247



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND

Beardsley Road



Lake Pleasant Pkwy to 99th Ave

PW00065

115TH AVE
111TH AVE
107TH AVE
103RD AVE
99TH AVE
95TH AVE
91ST AVE
87TH AVE
83RD AVE
79TH AVE
75TH AVE
71ST AVE



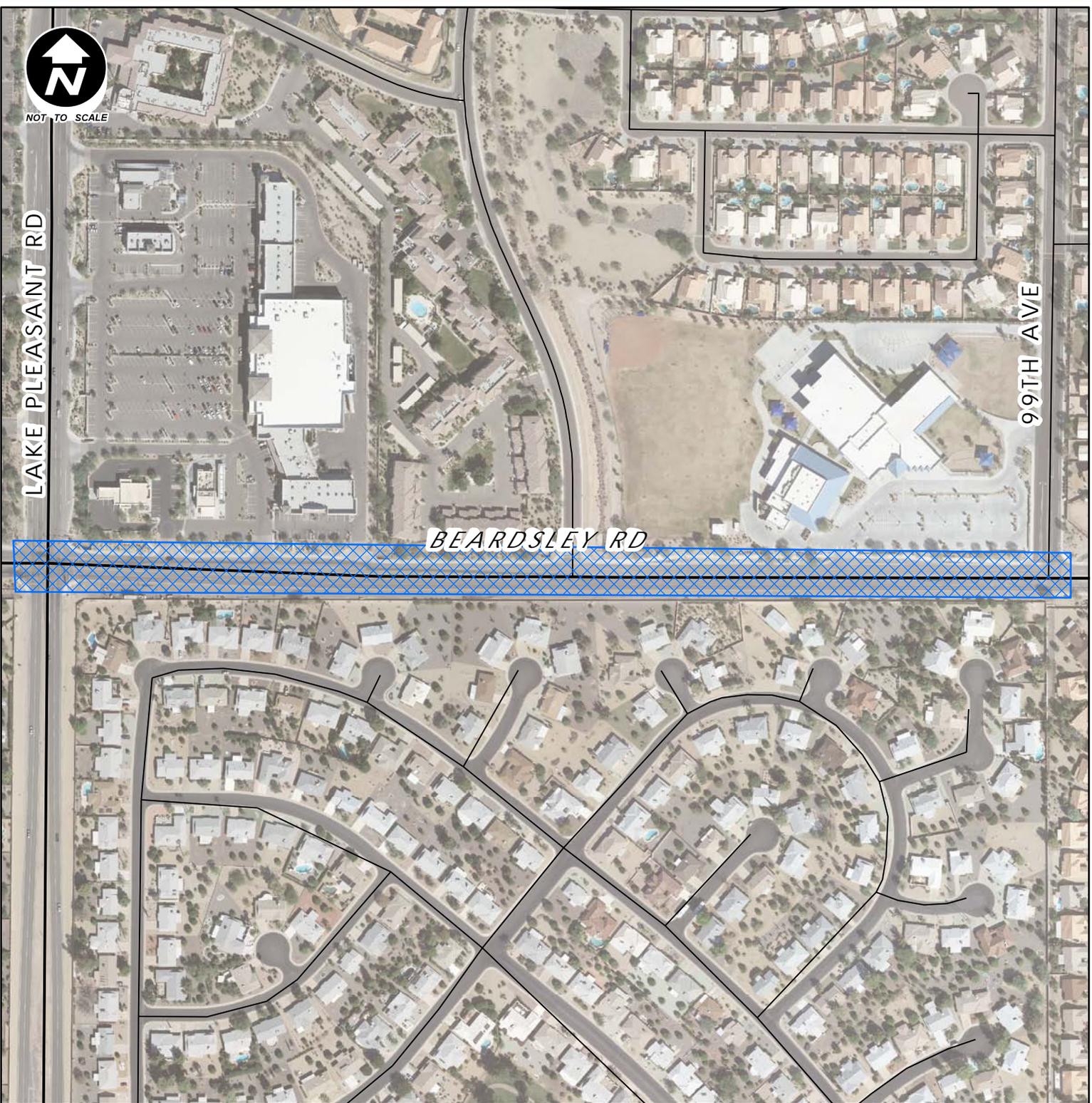
VICINITY MAP



LAKE PLEASANT RD

99TH AVE

BEARDSLEY RD



LEGEND



Road Improvements

City of Peoria
Beardsley Road Improvements
Lake Pleasant Rd - 99th Ave
Location Map



NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: June 5, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Renewal of Intergovernmental Agreement between the City of Peoria and the Peoria Unified School District to assign Peoria Police Officers as School Resource Officers

Purpose:

This is a request for City Council to approve a renewal of an Intergovernmental Agreement with the Peoria Unified School District to assign Peoria Police Officers as School Resource Officers at four high school campuses in the City of Peoria.

Background/Summary:

This renewal assigns three school resource officers to Peoria, Sunrise Mountain and Centennial High Schools for the next two school years (expiring May 23, 2014). This year's agreement also adds an additional school resource officer to the Liberty High School campus.

The Peoria Unified School District has requested a fourth School Resource Officer to be placed at Liberty High School to assist with proactive and reactive responses to crime on the campus, as well as provide positive interaction with students and staff. As with the three current high schools, the fourth resource officer will work their shift on campus in conjunction with the school faculty to educate the students on law enforcement and take calls that occur at the school.

School Resource Officers currently assigned to Peoria, Sunrise Mountain and Centennial High Schools provide an important level of service for the school, the community, and the patrol officers on the street. The current school resource officers have also been involved in making the schools better neighbors by assessing the impact they have on the surrounding neighborhoods.

This program will continue the cooperative efforts by the City of Peoria Police Department and the Peoria Unified School District that create a positive approach to promoting public safety and awareness. By assigning police officers on the school campuses, it promotes a positive partnership with the Peoria Unified School District, students, the individual schools, and the Police Department.

The assigned officers participate in educational programs, which aid students in dealing successfully with peer pressure, child abuse, gangs, drug awareness, and other related issues. The officers will investigate school related criminal activities and assist school administrators in addressing these matters.

The officers work on campus while school is in session. During the summer break, officers will complete duties assigned by the Police Department. This partnership allows the Police Department to continue educational efforts in local schools while increasing police visibility and presence in the community.

Previous Actions:

City Council has previously approved the attached agreement. This will be the fourth consecutive year that School Resource Officers have been assigned to Peoria Unified School District high school campuses.

Options:

- A:** Approve the renewal of an Intergovernmental Agreement with the Peoria Unified School District to assign four Peoria Police Officers as School Resource Officers at Peoria Sunrise Mountain, Centennial and Liberty High Schools for two school years beginning in August 2012 through May 2014.
- B:** Choose not to participate in this agreement with the Peoria Unified School District.

Staff's Recommendation:

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria to assign four Peoria Police Officers to the campuses of Peoria, Sunrise Mountain, Centennial and Liberty High Schools as School Resource Officers.

Fiscal Analysis:

The Peoria Unified School District will be contributing approximately 30% of each officer's salary (\$30,000 per officer) which is currently budgeted in the Police Department's FY13 operating budget.

Narrative:

Once approved by City Council, the agreement will be executed as needed.

Exhibit(s):

Exhibit 1: Intergovernmental Agreement

Contact Name and Number: Heather Cammarata, 623-773-7069

When recorded return to:
City of Peoria, City Clerk
8401 W. Monroe Street
Peoria, AZ 85345

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
PEORIA UNIFIED SCHOOL DISTRICT AND THE CITY OF PEORIA
FOR SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement (“Agreement”) is entered into this ___ day of **July** (the “Effective Date”), by and between the City of Peoria, an Arizona municipal corporation through its Police Department (the “City”), and the Peoria Unified School District, a political subdivision of the State of Arizona (the "District"). The City and the District are collectively referred to as “Parties” and individually as City, District and “Party.”

RECITALS

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Resource Officers, and the City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by, the Peoria City Charter, Art. 1, Sec. 3(15), and A.R.S. § 11-952 *et seq*, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, it is agreed between the parties as follows:

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for joint cooperative efforts by the District and the City for use of certain City police officers as School Resource Officers in accordance with the terms and conditions outlined in this Agreement.

TERMS OF THE AGREEMENT

1. **Assignment**. The City shall assign a total of four (4) police officers to the District on **August 8, 2012**, and until the end of that school year (i.e., **May 23, 2013**) and

on **August 7, 2013**, and until the end of that school year (i.e., **May 22, 2014**) to perform services as follows:

- One (1) officer assigned as School Resource Officer to Peoria High School only.
- One (1) officer assigned as School Resource Officer to Sunrise Mountain High School only.
- One (1) officer assigned as School Resource Officer to Centennial High School only.
- One (1) officer assigned as School Resource Officer to Liberty High School only.

2. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until **May 23, 2014**, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either Party providing the other Party thirty (30) day prior written notice.

3. **Relationship of Parties.**

A. The personnel of one Party to this Agreement will not for any purpose be considered employees or agents of the other Party; and each Party assumes full responsibility for the actions of its personnel while performing under this Agreement. Each Party shall be solely responsible for the supervision, direction and control of its personnel. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind of the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The police officers assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned police officers shall fulfill their duties as law enforcement officers for the State of Arizona. The District shall not interfere with the assigned police officers' duties as sworn law enforcement officers. A City police officer, as a School Resource Officer, shall maintain a collaborative partnership with school administrators. When functioning as a School Resource Officer, during school hours, the officer will report to the school principal or his/her assigned designee. The School Resource Officer will also adhere to District procedures and policies while serving as a School Resource Officer. In the event of procedural conflicts that may exist between the District and City policies, the School Resource Officer will immediately consult with the assigned City supervisor for

procedural resolution. The District agrees to act reasonably and in good faith to assist the officer in the performance of their duties and responsibilities.

C. The District should the occasion arise will immediately contact the assigned City supervisor, to discuss performance or suitability issues pertaining to the School Resource Officer. The City supervisor and the District will work collaboratively to resolve any issues, which may result in corrective action or reassignment of the School Resource Officer, if necessary.

4. **Costs and Payment.**

A. The District agrees to reimburse the City thirty percent (30%) of each assigned School Resource Officers salary (\$30,000.00 per officer). These costs will be evaluated each fiscal year to correlate with any increased employees costs to the City.

B. The City as the primary employer for the School Resource Officers will be responsible for each assigned School Resource Officers salary, etc. with the exception of the above mentioned thirty percent (30%) to be reimbursed by the District. Additionally, the City will be responsible for any workers' compensation, benefits, which may accrue.

C. Each Party will establish and maintain a budget according to its responsibilities under this Agreement and their established rules and regulations.

5. **School Resource Officer's Responsibilities and Goals.**

A. A School Resource Officer shall have the following responsibilities:

1. Establish and maintain a professional working relationship with school officials. Build a relationship with students, parents and school officials that promote a positive image of law enforcement.

2. Provide appropriate police and enforcement services at school.

3. Work cooperatively with the school administrators and parents to identify students who exhibit high truancy rates.

4. Attempt to locate and return to school all students who are identified pursuant to paragraph 3 as absent from school without an acceptable excuse.

5. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.

6. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.

7. Investigate all reported criminal incidents within the school and take appropriate enforcement action.

8. Prepare and maintain such records of reported criminal incidents within the school as are required by the operational needs of the City Police Department.

B. A School Resource Officer shall use good faith efforts to achieve the following goals:

1. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the goal of reducing truancy and abuse rate.

2. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.

3. Investigate all reported child abuse incidents within the school. Attempt to identify abused or neglected children and use counseling, enforcement action, referrals to Department of Economic Security Child Protective Services or any other legal means to attempt to change the conditions responsible for the abuse or neglect.

4. Refer juveniles or their families or both to the appropriate social service agencies for assistance when a need is determined.

5. Instruct District school administrators and faculty members in the identification of abused or neglected children, report the abuse or neglect, and take necessary action to attempt to prevent further abuse or neglect.

6. Provide counseling and educational programs in truancy, abuse, drugs, or any other topic mutually agreed upon by the Parties.

7. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

8. Establish liaison with school administrators, staff, students and parents.

9. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. Each officer shall complete a minimum of fifty (50) hours of classroom law-related education instruction per semester.

10. Develop collaborations with community resources, identifying services offered that could benefit students.

11. Act as a resource in the investigation of school-related criminal activities.

12. Participate in the Parent-Teacher Association as requested.

13. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.

14. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.

15. Provide information when requested to students, parents, and staff in law-related situations.

16. Maintain an activity log that tracks law-related education classroom instruction, law enforcement activity and any situations that take the officer off his or her assigned campus.

17. Work collaboratively with the school safety team on the development of the safe school plan. Review and update the school safety plan, and conduct school-wide exercises to test the plan.

18. Plan school security improvements, and conduct school safety assessments.

19. Attend training opportunities.

6. **Time and Place of Performance.**

A. The police officers assigned to the District as School Resource Officers will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The assigned officers will wear uniforms as authorized by the applicable Peoria Police Department Policy and Procedures.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school-related problems.
2. Incentive programs approved by the Parties.
3. In response to off-campus, but school-related, criminal activity.
4. Attendance at off-campus events or meetings at the school's request.
5. Attendance at training.
6. In response to emergency police activities.
7. As directed by any Peoria Police Supervisor.

C. During days that schools are not in session, the police officers assigned as School Resource Officers shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

7. **District Responsibilities.**

A. The District will provide the police officers with a secured office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer database access and email linkages, and filing space capable of being secured.

B. Upon termination, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement shall remain the property of the Party that purchased the property or equipment.

8. **Status Meetings.** By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the Parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

9. **Entire Agreement; Modification.** This Agreement constitutes the full and complete understanding and agreement of the Parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement;

this Agreement and its terms may not be modified or changed except in writing signed by both Parties.

10. **Notices.** Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the CITY:

City of Peoria Police Department
Police Administration
8351 West Cinnabar Avenue
Peoria, Arizona 85345

If to the DISTRICT:

Peoria Unified School District
6330 West Thunderbird Road
Glendale, Arizona 85306

All notices and demands shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by telefacsimile; or twenty-four (24) hours after deposit in the U. S. Mail, if by certified mail.

11. **Resolution of Disputes.** Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.

12. **Cancellation.** The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

13. **Non-appropriation.** Each Party recognizes that the performance by either Party under this Agreement may be dependent upon the appropriation of funds to or by that Party's governing body. Should either Party fail to be appropriated or to appropriate the necessary funds, that Party may terminate this Agreement as stated herein without incurring further duty or obligation after the other Party's receipt of such notice. Each Party agrees to give notice to the other Party as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

14. **Compliance with Applicable Laws.** Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

15. **Indemnification.** Each Party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (collectively referred to as "Claims")

arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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

CITY OF PEORIA, an Arizona municipal corporation

PEORIA UNIFIED SCHOOL DISTRICT

By: _____
Carl Swenson
City Manager

By: _____
Hal Borhauer
PUSD Board President

Recommended by:

Recommended by:

By: _____
Roy Minter
Chief of Police

By: _____
Dr. Denton Santarelli
Superintendent of Schools

ATTEST:

Wanda Nelson, City Clerk

APPROVAL OF DISTRICT ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Peoria Unified School District Attorney

Stephen M. Kemp, City Attorney

Date _____

Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: June 12, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager
FROM: Andrew Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Intergovernmental Agreement, Maricopa County, Agua Fria Truck Road Reliever

Purpose:

This is a request for City Council to: (a) approve an Intergovernmental Agreement (IGA) with Maricopa County for the design, right-of-way acquisition, utility relocation, construction, construction management, operation and maintenance of the proposed truck route reliever; and (b) accept Maricopa County funds in the amount of \$250,000 and approve the associated budget transfer to establish budget authority for Maricopa County's share of the project cost.

Background/Summary:

The City is designing an alternative truck route reliever along the Agua Fria River to reduce noise, dust, pollution and the volume of truck traffic for nearby residents as recommended by the Beardsley Road Alternative Truck Route Study completed in July 2007 and the Candidate Assessment report for the Agua Fria Alternative Truck Route in June 2009.

The proposed Agua Fria Truck Route Reliever will extend from 112th Avenue and Rose Garden Lane to 107th Avenue and Pinnacle Peak Road along the east side of the Agua Fria River. The proposed roadway improvements will consist of two 12' wide lanes and 6' shoulders. The majority of the Agua Fria Truck Route Reliever is located within unincorporated Maricopa County. The City is currently working with State Land on annexation of the area that includes State Land property.

The County is currently designing a new crossing of the Agua Fria River that will extend from El Mirage Road and Williams Road to Deer Valley Road and 109th Avenue. This project, Deer Valley, El Mirage to 109th Avenue, will cross the Agua Fria Truck Route Reliever at the Deer Valley alignment. Portions of the project are in the City. Both Parties agree that an above grade crossing is required to prevent truck traffic from turning onto Deer Valley from the truck route and entering residential neighborhoods. The proposed Deer Valley Road and Agua Fria Truck Road Reliever profiles will provide a minimum 16' clear bridge structure allowing the Agua Fria Truck Road Reliever to pass under Deer Valley Road. Construction of the Deer Valley road project is currently planned for FY 2014.

In order to construct the Agua Fria Truck Road Reliever within Maricopa County in advance of annexation, and to plan for the Deer Valley Road crossing structure, an intergovernmental agreement is required to identify and define each agencies responsibilities.

A summary of the terms of the agreement is provided below.

City

- Act as lead agency for the design and construction of the Agua Fria Truck Road Reliever
- The City shall incur 100% of the cost for the design and construction except for a \$250,000 contribution from the County for the intersection at 107th Avenue and Pinnacle Peak Road.
- Assume all operation, maintenance and liability responsibility of the Agua Fria Truck Road Reliever
- Assume all operation, maintenance and liability for the intersection of and the traffic signal at 107th Avenue and Pinnacle Peak Road
- Conduct meetings with Maricopa County to determine limits of annexation

County

- Maricopa County shall construct an above grade structure over the Agua Fria River that will extend Deer Valley Road from El Mirage Road to 109th Avenue and will cross over the Agua Fria Truck Road Reliever
- Incur 100% of the construction costs associated with design and construction of the above grade crossing structure
- Design and build the above grade crossing structure to Maricopa County standards
- Assume all operation, maintenance and liability for the above grade crossing structure
- Coordinate the design of Deer Valley Road; El Mirage Road to 109th Avenue with the City
- Review the plans for the Agua Fria Truck Road Reliever
- Issue no cost permits to City
- Meet with the City to determine annexation limits

Previous Actions:

- January 2010 – City Council awarded study and design contract to EPS Group
- January 2012 – City Council granted authority to begin right-of-way acquisition

Options:

A: Approve IGA with Maricopa County. This will allow the County to condemn properties that the City is unable to negotiate a purchase agreement with. As all properties are within the

County limits, the City does not have authority to condemn the properties. Additionally, the IGA will allow the city to invoice the County for the \$250,000 contribution towards the project.

B: Deny approval of IGA, which will result in the delay of the project as the City is unable to condemn land in the County and must obtain permits for construction of the road through the County.

Staff's Recommendation:

Staff recommends approval of (a)the IGA with the Maricopa County for the right-of-way acquisition, construction permits, design, and construction administration; and (b) acceptance of the Maricopa County funds in the amount of \$250,000 and approval of the associated budget transfer in the amount of \$250,000 from the Outside Sources Fund, Contingency Account 4810-4810-570000 to the Outside Sources Fund, Street System Account 4810-4810-543001-CIPST-EN00271 to establish budget authority for Maricopa County's share of the project cost.

Fiscal Analysis:

The fiscal impacts related to this IGA include both upfront capital expenditures and ongoing operating and maintenance costs.

The cost of upfront capital expenditure is approximately \$10,000,000 for the design, right-of-way acquisition, construction and construction administration. Adequate funding is currently programmed in the FY12-21 Capital Improvement Program to cover this cost.

The estimated additional operating and maintenance costs associated with these Improvements are approximately \$54,000 annually. The annual maintenance costs are attributable to the Public Works –Utilities Department to maintain the truck route reliever pavement, striping and signage, drainage improvements, and the intersection of 107th Avenue and Pinnacle Peak Road pavement, striping and signage improvements and the 107th Avenue and Pinnacle Peak Road traffic signal.

Narrative:

Approval of agreement will allow for the construction of these improvements to begin in the Spring/Summer of 2013.

Exhibit 1: Vicinity Map

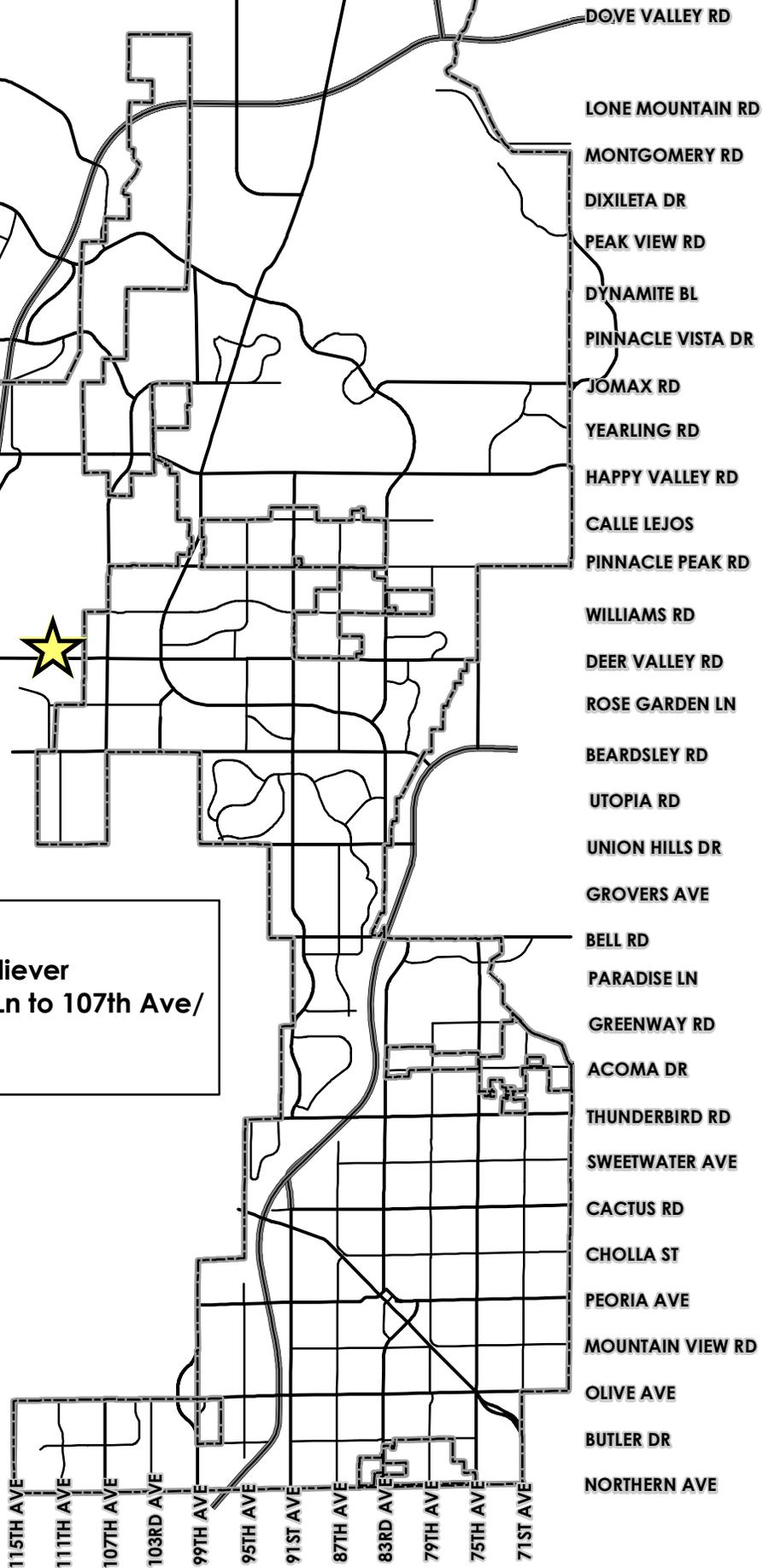
Exhibit 2: Location Map

Exhibit 3: Intergovernmental Agreement

Contact Name and Number: Adina Lund, P. E., Engineering Supervisor, X7249



NOT TO SCALE



LEGEND



Agua Fria Truck Route Reliever
 112th Ave/Rose Garden Ln to 107th Ave/
 Pinnacle Peak Rd - IGA
 EN00271



VICINITY MAP



NOT TO SCALE



Legend

 Truck Route Reliever

City of Peoria
Agua Fria Truck
Route Reliever



NOTE:
This Map is based on imprecise
source data, subject to change and

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA
FOR THE AGUA FRIA TRUCK ROUTE RELIEVER
ALONG THE AGUA FRIA RIVER

(TT248)

(C-91-12- _____ -2-01)

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

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

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

BACKGROUND

4. The City is designing an alternative truck route (**Agua Fria Truck Route Reliever**) along the Agua Fria River to reduce noise, dust, and pollution for nearby residents as was recommended in the *Beardsley Road Alternative Truck Route Study* in July 2007 and the *Candidate Assessment Report (CAR) for the Agua Fria Alternative Truck Route* in June 2009 (**Project**). The Agua Fria Truck Route Reliever will extend from 112th Avenue and Rose Garden Lane to 107th Avenue and Pinnacle Peak Road along the east side of the Agua Fria River bottom. The City has classified the Agua Fria

Truck Route Reliever as a Rural Minor Collector with two 12' lanes and 6' shoulders (36' total width). In accordance with the City standards, a minimum of 40 feet of right-of-way will be acquired on both sides of the proposed roadway centerline. The majority of the Agua Fria Truck Route Reliever is in unincorporated Maricopa County. Construction is planned to begin in FY 2012 or FY2013. Upon completion the City plans to annex the land occupied by the Agua Fria Truck Route Reliever and the land between the Agua Fria Truck Route Reliever and the City's current western boundary.

5. The County is currently designing a new above-grade crossing of the Agua Fria River that will extend from 117th Avenue and Williams Drive to 109th Avenue and Deer Valley Road. This project will cross the Agua Fria Truck Route Reliever at the Deer Valley Road alignment. Both Parties agree that an above-grade crossing is required to prevent truck traffic from turning onto Deer Valley Road from the truck route and entering residential neighborhoods. The proposed Deer Valley Road and Agua Fria Truck Route Reliever profiles will provide a minimum 16' clear bridge structure allowing the Agua Fria Truck Route Reliever to pass under Deer Valley Road. Construction of the above-grade crossing by the County is currently planned for FY 2014.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the design, right of way acquisition, utility relocation, construction, construction management, operation, and maintenance of the proposed Agua Fria Truck Route Reliever along the Agua Fria River.

TERMS OF THE AGREEMENT

7. Responsibilities of the County:

- 7.1 The County shall issue no-cost permits to the City for their work in County right-of-way for the duration of the project.
- 7.2 The County shall meet with the City to determine annexation limits, review legal descriptions and exhibits, and process the annexation ordinance in a timely manner.
- 7.3 The County shall contribute \$235,000 toward the construction of the Agua Fria Truck Route Reliever within 30 days upon receipt of an invoice.
- 7.4 The County shall assist with the acquisition of right-of-way in fee and related easements within the Project area for condemnation action in unincorporated County jurisdiction, as requested by the City, and as needed, shall authorize the County's Legal Representative to initiate, prosecute, and perform all acts in the manner required by law to condemn property and obtain an order of immediate possession that is deemed necessary for the Project.

- i. Real Estate support will be provided within a realistic timeframe as determined by the accessibility of available agents and timely delivery of right-of-way requirements and related easements being provided by the Project's design.
- ii. At the time of the City's request pursuant to Paragraph 7.5 the County shall assume all responsibility for the management of the acquisition, in accordance with the statutes, policies, and procedures that govern the County's ability to acquire the land rights.
- iii. The County shall determine if condemnation action is appropriate at the time or if negotiations should continue.
- iv. The County shall invoice the City on a mutually agreed upon time basis for any expenses accrued for the acquisition of right-of-way for this Project.
- v. The invoice notification will provide an itemization of expenses being requested for payment.

8. Responsibilities of the City:

- 8.1 The City shall design and construct a truck route along the east side of the Agua Fria River bottom from 112th Avenue and Rose Garden Lane to 107th Avenue and Pinnacle Peak Road.
- 8.2 Except for the \$235,000 being contributed by the County, the City shall incur 100 percent of the costs associated with the design, right-of-way and easement acquisition construction, and construction management of the Agua Fria Truck Route Reliever Project.
- 8.3 Upon the start of construction, invoice the County for \$235,000 as their share of the truck route costs.
- 8.4 The City shall obtain no-cost permits from the County for their work in County right-of-way for the duration of the Project.
- 8.5 The City shall design and build the truck route to City standards.
- 8.6 The City shall assume all operation, maintenance, and liability for the Agua Fria Truck Route Reliever including the entire intersection of 107th Avenue and Pinnacle Peak Road. (See attached Exhibit A.)
- 8.7 The City shall assume maintenance and operation responsibilities of the proposed traffic signal at 107th Avenue and Pinnacle Peak Road.

8.8 The City shall be responsible for all utility coordination and relocation for the Agua Fria Truck Route Reliever.

8.9 The City shall acquire the necessary right-of-way and easements, as needed, for the Project by purchase, dedication, and donations. In such capacity, activities conducted by the City shall include, but are not limited to, the following:

- i. The City shall identify all necessary right-of-way for the Project and prepare all legal descriptions and exhibits required for right-of-way acquisitions, which shall include the Assessor parcel numbers and property owner information.
- ii. The City shall be responsible for contacting property owners, submitting an offer to property owners for the acquisition of the right-of-way, negotiating with property owners for the acquisition of right-of-way, and paying property owners for the right-of-way.
- iii. Once negotiations have commenced for the right-of-way acquisition, the City shall provide the County with a monthly update of the acquisition status of all parcels on this project, and a monthly e-mail briefing on the status of any parcels that are within the County jurisdiction.
- iv. Should the City's negotiations result in the successful acquisition of all or a portion of the needed right-of-way, the City shall be responsible for all escrow fees and related costs. The City shall conduct all activities required pursuant to this paragraph in a timely manner.
- v. If the City is unsuccessful in acquiring all required right-of-way from property owners in unincorporated County, the City shall, at least five (5) months prior to the City needing access to the required right-of-way to begin construction, request the County commence condemnation proceedings to acquire the right-of-way and related easements as needed for the Project. The City acknowledges that County needs at least five (5) months prior to construction to begin condemnation proceedings due to statutory requirements, time needed to complete necessary tasks and potential staff constraints. The five (5) month timeline is contingent upon adequate staffing for County Public Works Real Estate and by all information provided by the City to the County being current and sufficient to proceed on with acquisition/condemnation processing. Said request is subject to review by the County to determine if condemnation action is appropriate at the time or if negotiations should continue.
 1. At the time of City's request, the City shall provide to the County recordable legal descriptions, maps, and exhibits required by the County to complete ROW acquisitions.
 2. The City shall provide the County with all necessary title examinations and litigation guarantee reports necessary to conduct eminent domain actions.
 3. At the time of the City's request, the City shall cease and desist all contact with the property owners of all required right-of-way in unincorporated County, and shall convey to the County all

responsibility for the management of the necessary right-of-way acquisitions or condemnation for the Project. The City acknowledges that the County has the discretion to refer the request back to the City for continued negotiations prior to filing any condemnation action.

4. The City shall refer any and all escalation of questions and concerns with the acquisition of the Project to the management of the County's Public Works Real Estate Division.

8.10 The City shall pay directly or reimburse the County within thirty (30) days of the receipt of an invoice, for all reimbursable expenses incurred by the County, including, but not limited to:

i. Right-of-way (ROW) Acquisition

1. Title Examinations and Reports
2. Property Appraisals
3. Cost of acquisition of property or easements, including escrow and closing costs.
4. Cost of condemnation proceedings if needed.
5. All related attorney's fees and costs provided by the County.

8.11 Upon completion of the of the Deer Valley Road Project by the County, and as soon as practicable, the City shall annex the land occupied by the Agua Fria Truck Route Reliever and the land between the Agua Fria Truck Route Reliever and the City's current western boundary. The private property east of the truck road currently prohibits annexation outside of state land limits and so will be annexed as allowed by state statutes and agreed on by the property owners.

GENERAL TERMS AND CONDITIONS

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

Agreement, this section 10 shall survive the expiration and/or termination of the Agreement.

10. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
11. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
12. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 12.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 12.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 12.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 12.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
13. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
14. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

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

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

City of Peoria
Attn: City Engineer
9875 N. 85th Avenue
Peoria, AZ 85345

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier.

17. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.

18. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
19. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
20. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Peoria City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
21. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
22. This Agreement and all Exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the Parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth herein, and those agreements which are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
23. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
24. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
25. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
26. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity

not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

27. Time is of the essence hereof. Unless otherwise specified herein, the term "day" as used in this Agreement shall mean calendar day. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
28. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
29. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
30. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such party pursuant to this Agreement.
31. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
32. This Agreement shall be governed by the laws of the State of Arizona.
33. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

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

MARICOPA COUNTY

CITY OF PEORIA

Recommended by:

Recommended by:

 5-23-2012
John B. Hauskins, P.E. Date
Transportation Director

Date
City Manager

Approved and Accepted by:

Approved and Accepted by:

Date
Max Wilson, Chairman
Board of Supervisors

Date
Mayor

Attest by:

Attest by:

Date
Clerk of the Board

Date
City Clerk

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

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

Date
Deputy County Attorney

Date
City Attorney

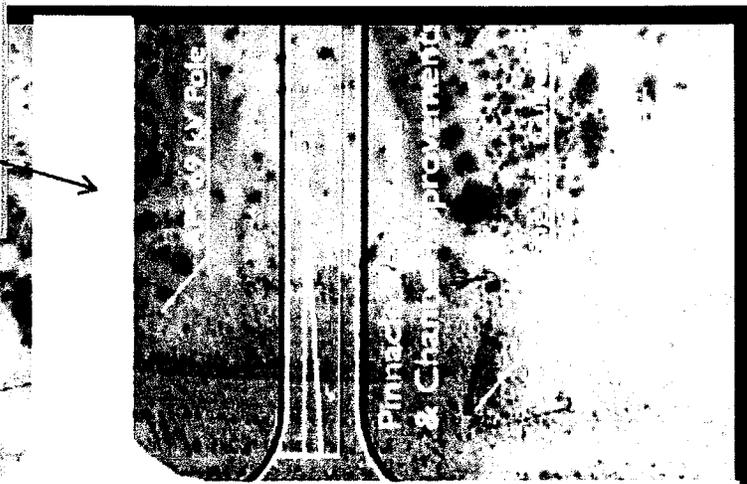
Exhibit A

City to maintain 107th Av from Sta 3+01 to Sta 17+25 or approximately 1,424 feet per the Agua Fria Truck Route Reliever IGA



City to maintain per the Agua Fria Truck Route Reliever IGA

East leg to be maintained by the City per the Pinnacle Peak Interim Road MOU executed April 2010



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: June 14, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P. E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement, between Maricopa County Flood Control District, City of Surprise and City of Peoria, 115th Avenue, Union Hills Drive, and 107th Avenue Drainage Improvements; IGA FCD 2012A005

Purpose:

This is a request for Council to approve an Intergovernmental Agreement (IGA) between the Flood Control District of Maricopa County (FCDMC), City of Surprise (SURPRISE) and the City of Peoria (PEORIA) to Design the 115th Avenue, Union Hills Drive, and 107th Avenue Drainage Improvements.

Background/Summary:

The FCDMC, in partnership with PEORIA, the City of Glendale (GLENDALE) and the City of Phoenix (PHOENIX), completed the Glendale-Peoria Area Drainage Master Plan (GPADMP) in 1987, identifying area flooding hazards and solutions.

In 2002, the FCDMC, PEORIA, and GLENDALE completed an update of the Glendale Peoria Area Drainage Master Plan and a recommended plan was chosen for improving the Beardsley Road channel. In 2011, the 107th Avenue and Union Hills Drive Design Concept Report was completed by the FCDMC to address specific on-going drainage and flooding issues along Union Hills Drive from 107th Avenue to 115th Avenue. This study developed a regional flood mitigation project (PROJECT), which combines the Beardsley Road Channel and the Union Hills Drive drainage facilities recommended for inclusion in the FCDMC's 2012/2013 CIP program.

The PROJECT recommended structural solutions to mitigate flooding hazards in the area bounded on the west by 115th Avenue, on the north by Beardsley Road, east by 107th Avenue, and on the south by the Agua Fria River.

This Agreement is limited to the final design as required for the PROJECT. Subsequent agreement(s) will be required to complete rights-of-way acquisition, utility relocations, construction, and construction management, as well as assure on-going maintenance and operation of the PROJECT. For future Agreements, the PARTNERS will negotiate cost share percentages based on the benefits received for each PARTNER.

The estimated cost to conduct the design for the Project is \$1,000,000 with PEORIA and SURPRISE each responsible to pay 25% of the cost or \$250,000 each and the FCDMC responsible to pay the remaining 50% or \$500,000.

The Intergovernmental Agreement has been reviewed and approved as to form, by the City Attorney's Office.

A summary of each agencies responsibility is provided below:

FCDMC

- Fund 50% of the Project Cost, making the FCDMC's estimated share \$500,000;
- Serve as the Lead Agency for the PROJECT design;
- Upon award of the design contract, invoice PEORIA and SURPRISE each for 50% of their share (25% each) of the estimated PROJECT Cost. The FCDMC shall provide copies of supporting documentation for review and records to each PROJECT PARTNER;
- Upon completion of the design for the PROJECT, invoice PEORIA and SURPRISE for their remaining share of the actual PROJECT Cost. The FCDMC shall provide copies of supporting invoice documentation for review and records to each PROJECT PARTNER;
- Provide to PEORIA and SURPRISE interim project submittals and allow three weeks for review and comment;
- Serve as the Lead Agency for obtaining United States Army Corps of Engineers Section 404 Environmental Permits;
- Serve as the Lead Agency for PROJECT public involvement activities.

PEORIA

- Fund 25% of the Project Cost, making PEORIA's estimated share \$250,000;
- Within 30 calendar days of receipt, pay all invoices issued by the FCDMC in accordance with the terms of this Agreement;
- Participate in PROJECT public involvement activities;
- Within three weeks of receipt of interim PROJECT submittals, provide review comments to the FCDMC;
- Within two weeks of receipt of the PROJECT construction plans, return the signed plans cover sheet to the FCDMC;

SURPRISE

- Fund 25% of the Project Cost, making SURPRISE'S estimated share \$250,000;
- Within 30 calendar days of receipt, pay all invoices issued by the FCDMC in accordance with the terms of this Agreement;
- Participate in PROJECT public involvement activities;
- Within three weeks of receipt of interim PROJECT submittals, provide review comments to the FCDMC;
- Within two weeks of receipt of the PROJECT construction plans, return the signed plans cover sheet to the FCDMC .

Previous Actions:

Below is a summary of Area Drainage Master Plans (ADMP) prepared in partnership with the FCDMC and adopted by the City.

May 1987	Glendale-Peoria ADMP
2002	Glendale-Peoria ADMP Update
2007	Glendale-Peoria, Northwest Region Update
June 2010	Phase I Data Collection and Flood Hazard Assessment Study
Dec 2010	1 st Public Meeting December 8, 2010
July 2011	2 nd Public Meeting July 26, 2011
July 2011	Completed the 107 th Avenue and Union Hills Drive Design Concept Report.

Options:

A: Approve the IGA with the FCDMC and SURPRISE to partner and cost share in the preparation of the design for the regionally beneficial PROJECT.

B: Deny approval of the IGA with SURPRISE and the FCDMC and risk favorable consideration by the FCDMC in future drainage improvements projects, studies, floodplain determinations and other program assistance sponsored by the FCDMC.

Staff's Recommendation:

Staff recommends approval of the IGA between FCDMC, SURPRISE and PEORIA to design the project.

Fiscal Analysis:

Adequate funding for the city's share of costs associated with this project are programmed in FY13 of the current 10-year Capital Improvement Program. The contract for the design will be awarded in FY13 accompanied with the initial invoice. The final invoice is anticipated in FY14 for which the remaining FY13 funding will be carried over. In accordance with the terms of the IGA, staff will remit payment upon invoice by FCDMC for our cost share, estimated to be \$250,000 for this design project.

Funding for this project is available in the FY13 capital budget in the following accounts:

- 4240-4240-520099-CIPDR-EN00137SY (\$80,000) - 2010 G.O. Bond Fund, Other Professional Services
- 4240-4240-543004-CIPDR-EN00137DS (\$170,000) - 2010 G.O. Bond Fund, Storm Drain System

Narrative:

Upon approval of this IGA by all agencies, the project team consisting of representatives from PEORIA, SURPRISE and the FCDMC will commence the procurement process for hiring a consultant to complete the design. Future IGA's for the remaining project activities will be presented to Council for subsequent recommendation and approval. Further budget items will be also incorporated in the City's subsequent 10-Year Capital Improvement Program (upon additional Council Approval) as the project progresses thru implementation.

Project Schedule:

Design: Begins Fall 2012 for 12 months thru Fall 2013.

Other aspects of the project for land acquisition, utility relocations, construction will be determined as funding becomes available for the project.

Exhibit 1: Vicinity Map

Exhibit 2: Project Map

Exhibit 3: Intergovernmental Agreement

Contact Name and Number: Burton Charron, P.E., Senior Civil Engineer, X7237



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE



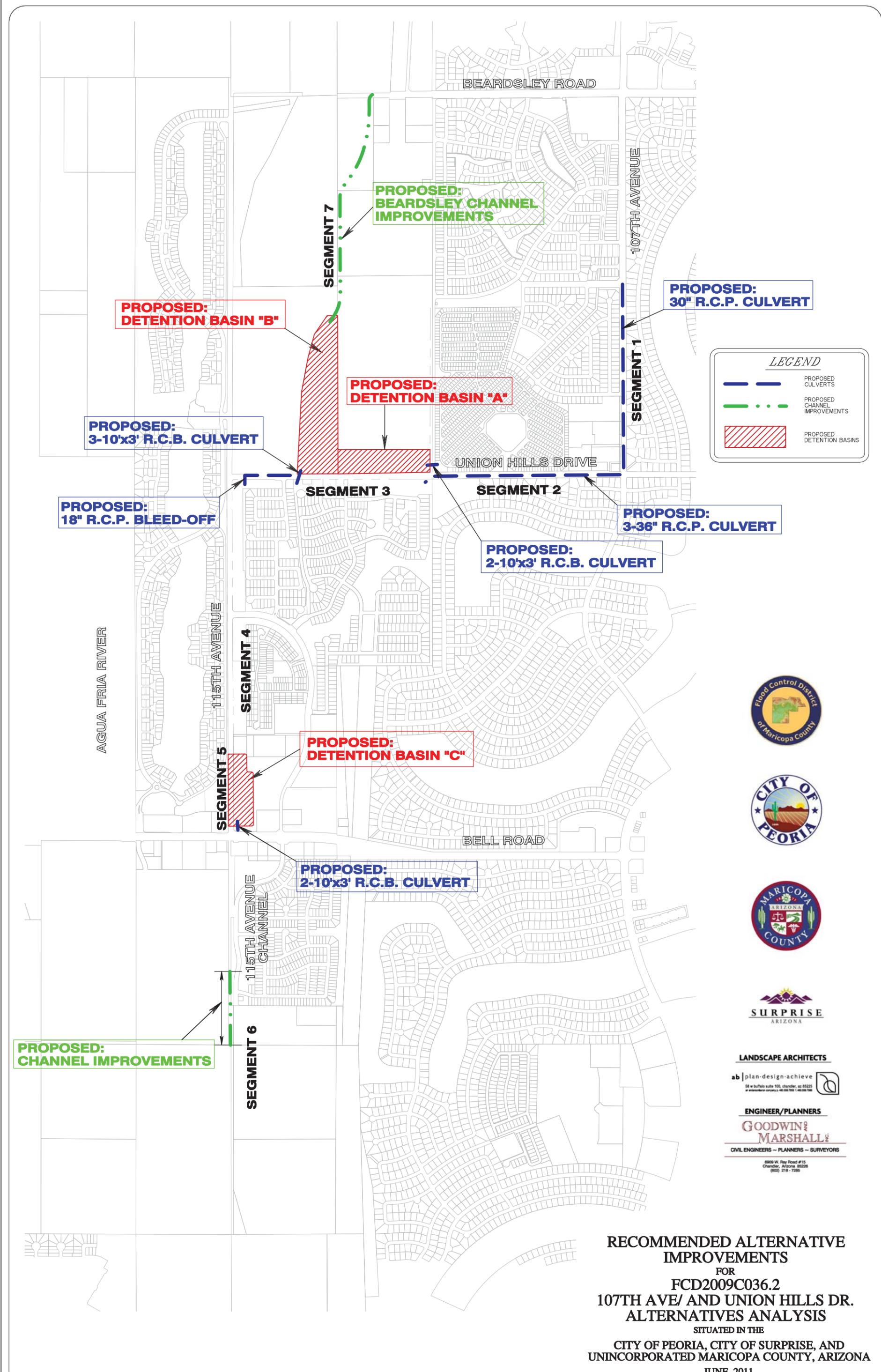
LEGEND

 Alternative Drainage Improvements
107th Ave/Union Hills Dr

115TH AVE
111TH AVE
107TH AVE
103RD AVE
99TH AVE
95TH AVE
91ST AVE
87TH AVE
83RD AVE
79TH AVE
75TH AVE
71ST AVE



VICINITY MAP



LANDSCAPE ARCHITECTS
 ab | plan-design-achieve
 58 W. Buffalo Suite 100, Chandler, AZ 85225
 480.790.0000

ENGINEER/PLANNERS
GOODWIN & MARSHALL
 CIVIL ENGINEERS - PLANNERS - SURVEYORS
 6900 W. Ray Road #115
 Chandler, Arizona 85226
 (602) 218-7285

RECOMMENDED ALTERNATIVE IMPROVEMENTS
 FOR
FCD2009C036.2
107TH AVE/ AND UNION HILLS DR.
ALTERNATIVES ANALYSIS
 SITUATED IN THE
 CITY OF PEORIA, CITY OF SURPRISE, AND
 UNINCORPORATED MARICOPA COUNTY, ARIZONA
 JUNE, 2011

Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

INTERGOVERNMENTAL AGREEMENT

Among

THE CITY OF PEORIA, THE CITY OF SURPRISE,

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

DESIGN

of the

115TH AVENUE, UNION HILLS DRIVE, AND 107TH AVENUE DRAINAGE IMPROVEMENTS

IGA FCD 2012A005

Agenda Item _____

This Intergovernmental Agreement (Agreement) is entered into by and among the City of Peoria, a municipal corporation, acting by and through its City Council hereinafter called PEORIA, the City of Surprise, a municipal corporation, acting by and through its City Council hereinafter called SURPRISE, and the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. The DISTRICT, PEORIA, and SURPRISE are hereinafter collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties and may be recorded by the Maricopa County Recorder.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. PEORIA is empowered by A.R.S. Section 11-951 et.esq. authorizing public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action, or city charter, federal law, or other authorization in addition to state statutes, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of PEORIA.
3. SURPRISE is empowered by A.R.S. Section 11-951 et.esq. authorizing public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action, or city code, federal law, or other authorization in addition to state statutes, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of SURPRISE.

BACKGROUND

4. The White Tanks/Agua Fria watershed extends from the Bradshaw Mountains on the North and the White Tanks Mountains on the West, to the Gila River to the South.
5. In 2002, the DISTRICT, PEORIA, and City of Glendale completed an update of the Glendale Peoria Area Drainage Master Plan and a recommended plan was chosen for improving the Beardsley Road channel. In 2011, the 107th Avenue and Union Hills Drive Design Concept Report was completed by the DISTRICT to address specific on-going drainage and flooding issues along Union Hills Road from 107th Avenue to 115th Avenue. This study developed a regional flood mitigation project (PROJECT) that was recommended for inclusion in the DISTRICT's 2012/2013 CIP program.
6. The PROJECT recommended structural solutions to mitigate flooding hazards in the area bounded on the west by 115th Ave, on the north by Beardsley Road, and east by 107th Avenue, and on the south by the Agua Fria River. The anticipated features include storm drains, channels, and construction of new detention basins as shown in Exhibit A.
7. The proposed PROJECT will be designed to:
 - Provide 100-year flood protection to properties between 107th and 115th Avenues and from Beardsley Road to south of Bell Road from flooding caused by inadequate outfall conveyance.
 - Provide 100-year flood protection to the Coyote Lakes, Canyon Ridge, Rose Garden III, and Citrus Point subdivisions from flooding caused by undersized channels.
 - Safely convey flood flows to the Agua Fria River at their historic outlet.
 - Provide opportunities for future multi-use features where feasible.
8. On March 28, 2012, the Board of Directors of the DISTRICT adopted Resolution FCD 2011R009, authorizing the DISTRICT to acquire rights-of-way for the PROJECT, to cost-share in the PROJECT, and to negotiate Intergovernmental Agreements for the design, rights-of-way acquisitions, construction, construction management, and operation and maintenance of the PROJECT.
9. This Agreement is limited to the final design as required for the Project. The PROJECT PARTNERS acknowledge that a subsequent agreement will be required to complete rights-of-way acquisition, utility relocations, construction, and construction management as well as assure on-going maintenance and operation of the PROJECT. Contingent on mutually satisfactory completion of the PROJECT design, the PROJECT PARTNERS subsequently intend to enter into separate agreements to take the PROJECT to completion. For future Agreements, the PARTNERS will negotiate cost share percentages based on the benefits received for each PARTNER.

PURPOSE OF THE AGREEMENT

10. This purpose of this Agreement is to identify and define the responsibilities of the PROJECT PARTNERS for the design of the PROJECT.

TERMS OF AGREEMENT

11. The PROJECT, as referenced herein, is defined by paragraph 6 of this Agreement.

12. The PROJECT COST, as referenced herein, solely encompasses the following costs directly associated with the PROJECT and incurred after the effective date of this Agreement:
 - 12.1 Costs of obtaining United States Army Corps of Engineers Section 404 Environmental Permits for the PROJECT. Costs associated with the mitigation efforts required by this permit process are not included as part of this agreement.
 - 12.2 All costs of final design, including identification of required easements, rights-of-way, and utility relocations.
 - 12.3 Each PROJECT PARTNER will pay for, and not seek reimbursement for, its own personnel and internal administrative costs associated with this PROJECT, including costs associated with the issue of PROJECT permits, unless specifically identified otherwise in this Agreement.
13. The PROJECT COST associated with this Agreement is estimated to be \$1,000,000.
 - 13.1 The PROJECT COST is estimated as the cost of final design based on the best information available at the time of this Agreement.
 - 13.2 The PROJECT COST shall not exceed \$1,000,000 without written concurrence from the PROJECT PARTNERS.
14. DISTRICT funding for this Agreement shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Capital Improvement Program.
15. PEORIA funding for this Agreement shall be from General Obligation bonds. SURPRISE funding for this Agreement shall be from capital funding.
16. The target date for completion of PROJECT design is December 2013. The PROJECT PARTNER assigned lead agency responsibility shall inform the non-lead agency PROJECT PARTNERS of delays impacting this target completion date.
17. The DISTRICT shall:
 - 17.1 Fund fifty percent (50%) of the PROJECT COST, making the DISTRICT's estimated share \$500,000.
 - 17.2 Serve as the lead agency for PROJECT design.
 - 17.2.1 Upon award of a design contract for the PROJECT, invoice PEORIA and SURPRISE for fifty percent (50% total) of their share (25% each) of the estimated PROJECT COST. The DISTRICT shall provide copies of supporting documentation for review and records to each PROJECT PARTNER.
 - 17.2.2 Upon completion of the design for the PROJECT, invoice PEORIA and SURPRISE for their remaining share of the actual PROJECT COST. The DISTRICT shall provide copies of supporting invoice documentation for review and records to each PROJECT PARTNER.
 - 17.2.3 Provide to PEORIA and SURPRISE interim project submittals and allow three (3) weeks for review and comment. Incorporate comments provided by PEORIA and SURPRISE into the PROJECT as appropriate. If comments are not received within the three (3)

week review period, the DISTRICT will assume that PEORIA or SURPRISE have no comments.

17.3 Serve as the lead agency for obtaining United States Army Corps of Engineers Section 404 Environmental Permits.

17.4 Serve as the lead agency for PROJECT public involvement activities.

18. PEORIA shall:

18.1 Fund twenty five percent (25%) of the PROJECT COST, making PEORIA's estimated share \$250,000.

18.2 Within thirty (30) calendar days of receipt, pay all invoices issued by the DISTRICT in accordance with the terms of this Agreement.

18.3 Participate in PROJECT public involvement activities.

18.4 Within three (3) weeks of receipt of interim PROJECT submittals, provide review comments to the DISTRICT.

18.5 Within two (2) week of receipt of the PROJECT construction plans, return the signed construction plans cover sheet to the DISTRICT.

SURPRISE shall:

18.6 Fund twenty five percent (25%) of the PROJECT COST, making SURPRISE's estimated share \$250,000.

18.7 Within thirty (30) calendar days of receipt, pay all invoices issued by the DISTRICT in accordance with the terms of this Agreement.

18.8 Participate in PROJECT public involvement activities.

18.9 Within three (3) weeks of receipt of interim PROJECT submittals, provide review comments to the DISTRICT, if any.

18.10 Within two (2) weeks of receipt of the PROJECT construction plans, return the signed construction plans cover sheet to the DISTRICT.

19. Each PROJECT PARTNER shall:

19.1 Comply with A.R.S. Sections 41-4401 and 23-214, subsection A.

19.1.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.

19.1.2 Failure by any party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

- 19.2 Require that any contractor selected for the PROJECT:
 - 19.2.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. section 23-214(A);
 - 19.2.2 Agree that a breach of the warranty under paragraph 19.2.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;
 - 19.2.3 Agree that each party to this Agreement retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 19.2.1;
 - 19.2.4 Certify that it does not have a scrutinized business operation, as defined in A.R.S. sections 35-391 and 35-393, in either Sudan or Iran.
- 19.3 Certify, by signing this Agreement, that it does not have a scrutinized business operation, as defined in A.R.S. Sections 35-391 and 35-393, in either Sudan or Iran.
- 19.4 Have the right, following mutual written agreement of all PROJECT PARTNERS, to delegate its responsibilities under this Agreement to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.
- 19.5 In the case of any dispute over any items in this Agreement, agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
- 19.6 Take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
- 19.7 Agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within 60 days of PROJECT completion, if requested by any PROJECT PARTNER. An independent auditing firm agreed to by the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance of the Audit findings by the PROJECT PARTNERS.
20. The Project Partners shall coordinate, design and construct or cause to be constructed all future utilities within the Project rights-of-way to accommodate the Project.
21. If mutually acceptable to the PROJECT PARTNERS, PROJECT invoicing may be conducted periodically based on actual PROJECT COST incurred, no more frequently than quarterly, in lieu of invoicing timelines otherwise established in this Agreement.
22. Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and hold harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable

attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.

23. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

City of PEORIA
City Manager
8401 West Monroe Street
Peoria, Arizona 85345

City of SURPRISE
Public Works Director
16000 North Civic Center Plaza
Surprise, Arizona 85374

24. This Agreement shall expire either (10) ten years from the date of recording with the County Recorder, or (2) upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.
25. This Agreement is subject to cancellation by either party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
26. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
27. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2012A0005 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

General Counsel Date

CITY OF PEORIA
A Municipal Corporation,

Carl Swenson, City Manager

By: _____
Date

Attest:

By: _____
City Clerk Date

The foregoing Intergovernmental Agreement IGA FCD 2012A0005 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Phoenix under the laws of the State of Arizona.

By: _____
City Attorney Date

CITY OF SURPRISE
A Municipal Corporation,

Sharon Wolcott, Mayor

By: _____
Date

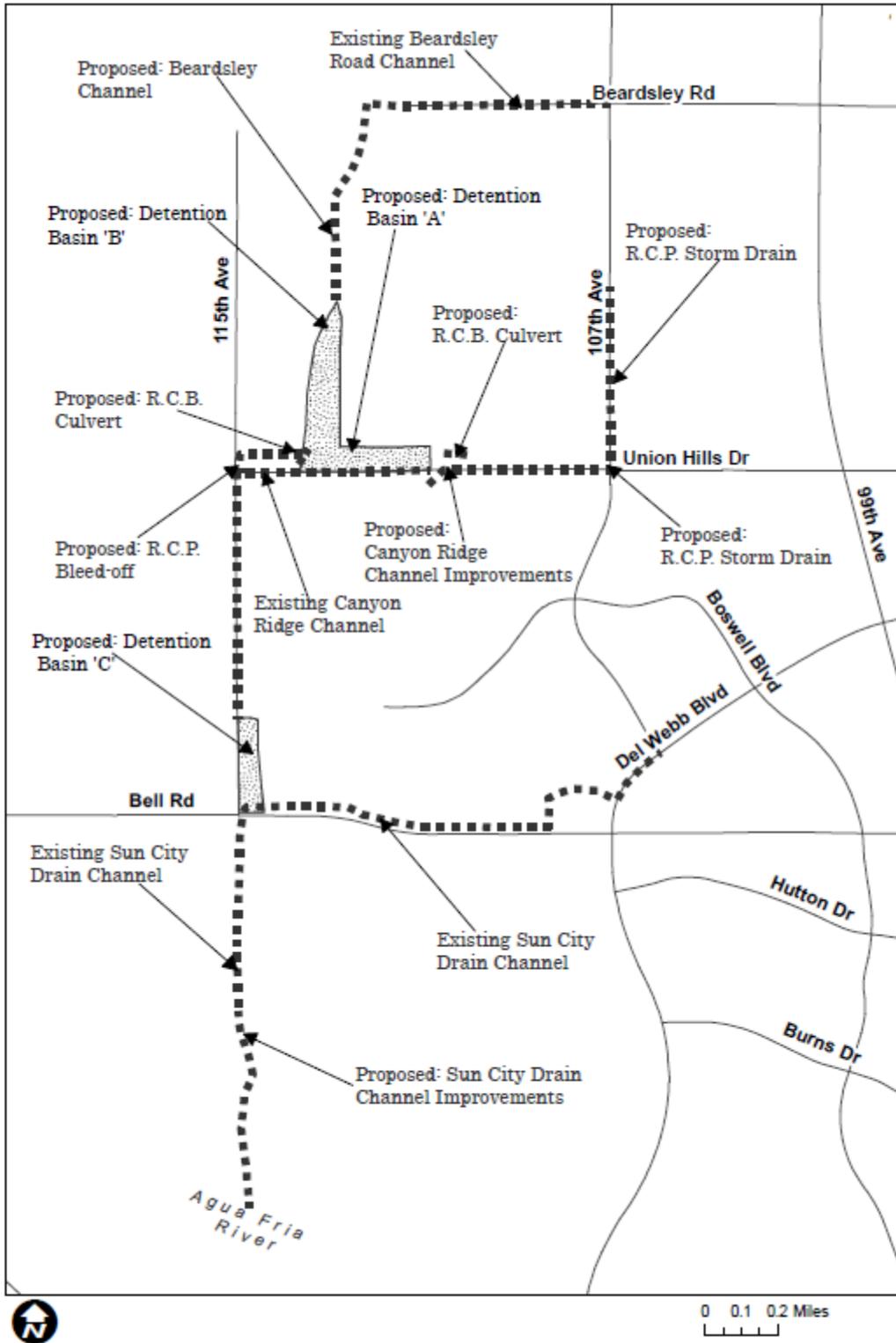
Attest:

By: _____
City Clerk Date

The foregoing Intergovernmental Agreement IGA FCD 2012A0005 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Phoenix under the laws of the State of Arizona.

By: _____
City Attorney Date

IGA FCD YYYYANNN
EXHIBIT "A"



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: June 13, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Jeff Tyne, Interim Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Library Services and Technology Act Grant – eReaders for the Main Library

Purpose:

This is a request for City Council to accept a grant in the amount of \$13,750 from the Library Services and Technology Act (LSTA) Grant administered by the State Library, Archives and Public Records for the funding of eReaders. This request also seeks authorization for the appropriate budget amendments.

Background/Summary:

LSTA grants are funded by the U.S. Institute of Museums and Library Services and are offered to Arizona libraries annually. LSTA funds are intended to assist libraries develop central roles as community builders and are used to promote investments in services to all libraries.

With the increasingly popular use of eReaders, the Main Library is requesting to purchase 50 eReaders including the necessary hardware and two storage cabinets. The goal is to provide library patrons with access to eReaders, provide weekly classes on how to navigate an eReader, download books and utilize the Greater Phoenix Digital Library. Additionally, the library will circulate eReaders to patrons who wish to check them out like a book, a common trend, for a period of three weeks. Patrons wishing to do this, will need to be 18 years or older and will need to sign an agreement to take full responsibility for the item.

Library staff will provide training to staff and volunteers on how to use eReaders to allow staff to effectively assist the public with the use. This project will be beneficial to active adults wishing to learn about this technology, as well as, provide this technology to low-income areas.

A final report on the progress of the project is due from the Library Manager by September 6, 2013.

Previous Actions:

There has been no previous action on this grant request.

Options:

- A. The Council can accept the approved grant and undertake the eReader acquisition project.
- B. Should Council wish not to proceed, the grant funds would likely be allotted to a different agency within the state.
- C. Council can request additional information from staff.

Staff's Recommendation:

Discussion and possible action to: a) accept a Library Services and Technology Act Grant; and b) and approve a budget transfer from the Proposed Grant contingency account (7990-7990-570000) to the Office Equipment and Furniture and Computer Equipment program accounts (\$12,550 for 7280-7350-530003 and \$1,200 for 7280-7350-530006) for a total amount of \$13,750.

Fiscal Analysis:

Matching funds are not required for this grant. Any operational expense is expected to be incidental, and absorbed within the existing Library operation budget.

Narrative:

If approved, staff will request the appropriation from the State Library and anticipates the project will begin in September.

Exhibit:

Exhibit 1: Letter of Appropriation



ARIZONA STATE LIBRARY,
ARCHIVES AND PUBLIC RECORDS

A DIVISION OF THE ARIZONA SECRETARY OF STATE

JANET FISHER, ACTING STATE LIBRARIAN



June 1, 2012

Mary Roberts
Peoria Public Library
8401 West Monroe
Peoria, AZ 85345-6560

Dear Ms. Roberts:

I am pleased to inform you that your 2012 Library Services and Technology Act (LSTA) grant application "Check-out and learn how to use an eReader" has been approved by the State Library funding for the total amount of \$13,750.

The application that you submitted, along with criteria outlined in this letter, will be the only contractual documents necessary for the implementation of your project. Federal funds can only be used as stipulated in the grant administration requirements (<http://www.lib.az.us/lsta/12grantadminguide.aspx>), application and this letter, and projects may be monitored periodically by State Library staff.

Enclosed you will find a sheet on "Managing Your LSTA Grant Award." Please refer to this sheet for information on federal regulations, requesting your grant funds, acknowledging the Arizona State Library Archives and Public Records and LSTA, and final reports. Plan to attend the June 14, 2012, Grant Recipient Workshop at the Carnegie Center in Phoenix; a registration form is included in the packet.

Please note that all grant funds must be spent prior to August 1, 2013. Your final report is due by September 6, 2013.

Laura Stone, the LSTA consultant, is responsible for the distribution of funds and any ongoing administration of the grant award, including the final report. If you have any questions concerning your application or other supporting documents, please contact Laura at lstone@lib.az.us or call her at 602-926-3469 or 1-800-255-5841 statewide.

Sincerely,

Janet Fisher

C: Jill Thomsen

Attachments:
"Managing Your LSTA Grant Award" sheet – orange
"Mark Your Calendar" grant workshop registration sheet – purple
"Telling Your LSTA Story" worksheet
Sample media release – "Awarded Prestigious LSTA Grant"

Sample Congressional Thank You Letter
List of Congressional Representatives
Non-construction assurances
Certification regarding debarment, etc.
CIPA worksheet

STATE CAPITOL

1700 W. Washington, Suite 200 • Phoenix, Arizona 85007 • Home Page: <http://www.lib.az.us>
Phone: (602) 926-4035 • FAX: (602) 256-7983 • Email: services@lib.az.us

An Equal Opportunity Employer

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: May 31, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager
FROM: Scott Whyte, Economic Development Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Deeds and Easements, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally accept them into the system.

Background/Summary:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Previous Actions:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

- A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.
- B: Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff's Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

This Resolution includes Real Property interests acquired since the adoption of the previous acceptance resolution. The acceptance of the Resolution by City Council would bring the deeds and easements into our system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Rebecca Zook, Site Development Manager, (623) 773-7589

RESOLUTION NO. 2012-78

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

Habitat for Humanity
Habitat for Humanity Central Arizona
PUBLIC UTILITY EASEMENT
Maricopa County Recording No. 2012-0442717
(Project No. 120012 / Deed12-011)

11419 N. 81st Avenue

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

Resolution No. 2012-78
Acceptance of Deeds and Easements
July 3, 2012
Page: 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 3rd day of July 2012.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: May 30, 2012

Council Meeting Date: July 3, 2011

TO: Carl Swenson, City Manager
FROM: Scott Whyte, Economic Development Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Designate Roadways, Establish Rights-of-Way, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street. The easement has been recorded by the Maricopa County Recorder's Office and this process will formally incorporate them into the system.

Background/Summary:

The City of Peoria has, by separate Resolution, accepted each right-of-way to be designated as a public street. The attached Resolution lists each document that conveyed the property rights to be designated as public rights-of-way. The description found in the attached Resolution lists each document by recording number and provides information related to each. The individual description also identifies the type of roadway and type of improvement for each parcel.

Previous Actions:

This easement was adopted by Council on April 3, 2012. This is an ongoing process that occurs after real property has been accepted into our system.

Options:

A: Approve the adoption of the Resolution designating various Real Property to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the city as a Public Street.

B: City Council denies the formal designation of various Real Property into our system. The result would be that the Public Rights-of-Way would not be maintained by the City as a Public Street.

Staff's Recommendation:

Staff recommends the adoption of a Resolution designating various Real Properties to be used as City roadways and maintained by the City.

Fiscal Analysis:

There is no significant fiscal impact to the City.

Narrative:

The adoption of the Resolution by City Council would bring the Real Property interests into our maintenance system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Rebecca Zook, Site Development Manager, (623) 773-7589

RESOLUTION NO. 2012-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City;

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and

WHEREAS, the Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Recommendation of Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

Resolution No. 2012-93
Authorizing Establishment of Public Streets
July 3, 2012
Page 2

Midfirst Bank
Midfirst Bank
SEC 75th Avenue and Cactus Rd
ROADWAY AND PEORIA MUNICIPAL UTILITY EASEMENT
Maricopa County Recording No. 2012-0137997
(Project No. R170001 / DEED12-001)

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

(b) That the City Attorney or his designee shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

(c) That this Resolution shall become effective sixty-days after enactment
by the City Council.

SECTION 5. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Peoria, Arizona this 3rd day of July 2012.

Bob Barrett, Mayor

Resolution No. 2012-93
Authorizing Establishment of Public Streets
July 3, 2012
Page 3

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: May 23, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Map of Dedication, Deer Valley Road, 91st Avenue to 95th Avenue (Project No. R080099)

Purpose:

This is a request for City Council to approve a Map of Dedication for Deer Valley Road, from 91st Avenue to 95th Avenue, and authorize the Mayor and City Clerk to sign and record the Map of Dedication with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Map of Dedication is not recorded within 60 days of Council approval, the Map of Dedication will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Map of Dedication is to dedicate the necessary right of way along Deer Valley Road to allow the developer to construct the required half-street improvements. Construction of the north half of Deer Valley Road, from 91st Avenue to 95th Avenue, is a requirement with the development of Parcel 4 of The Meadows.

Previous Actions:

There has been no previous action on this section of Deer Valley Road.

Options:

A: The Map of Dedication has been approved through the Economic Development Services Department. An option would be to not accept the proposed Map of Dedication; although it should be noted that not approving the Map of Dedication will prevent the Developer from constructing the north half of this roadway.

B: The recommended option is to formally approve the MOD which authorizes the dedication of right of way and allows the developer the ability to construct the public infrastructure.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Map of Dedication.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Map of Dedication.

Narrative:

The acceptance of this Map of Dedication by City Council will allow the developer to move forward in constructing this roadway.

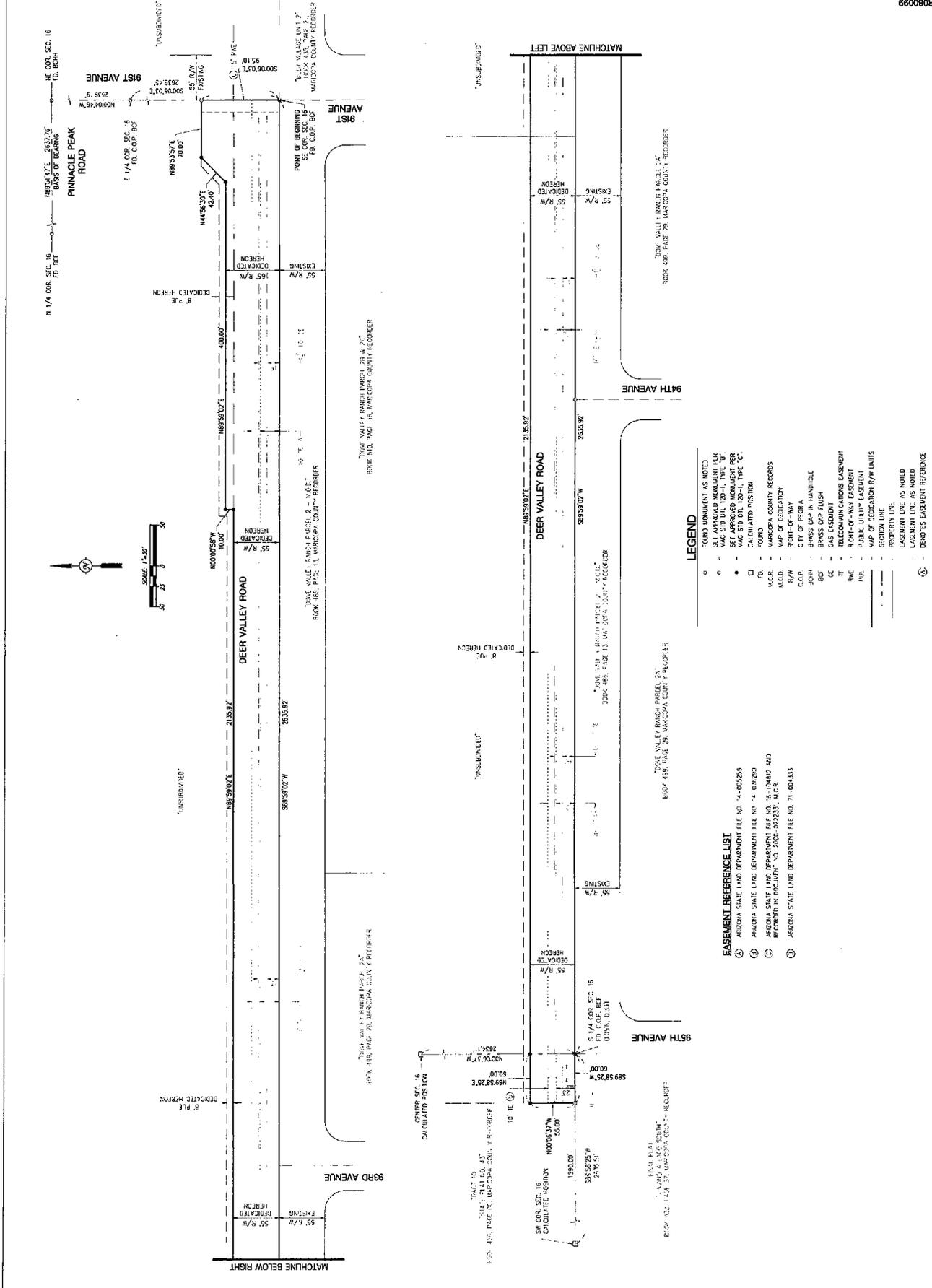
Exhibit(s):

Exhibit 1: Map of Dedication

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE, CFM: 623-773-7577



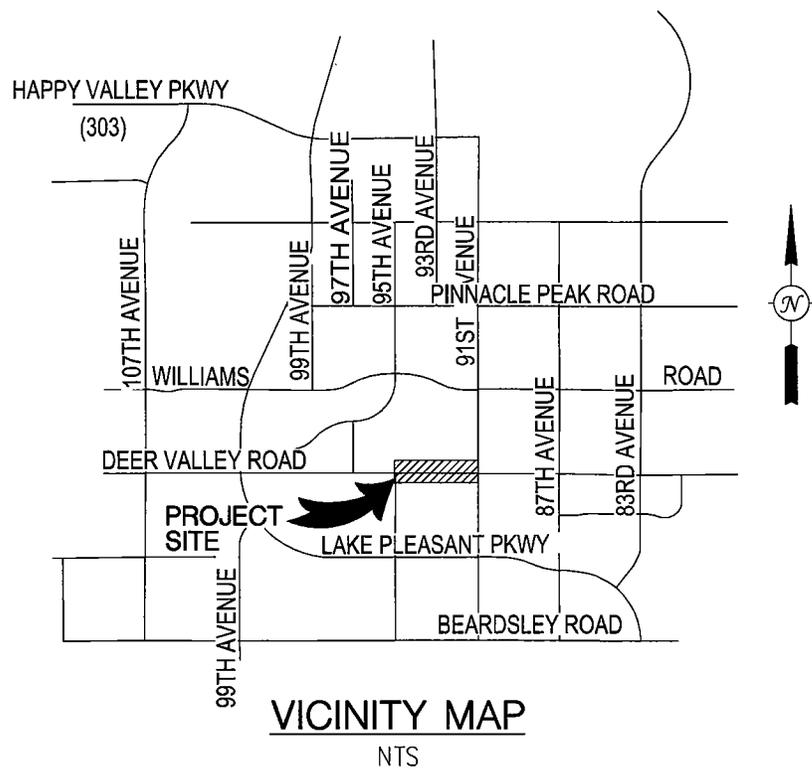
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- 0 - FOUND MONUMENT AS NOTED
 - 1 - 3/4" APPROXIMATE MONUMENT SIZE
 - 2 - SET APPROXIMATE MONUMENT PER
 - 3 - WAC STD OIL 20-1, TYPE "C"
 - 4 - CALCULATED POSITION
 - 5 - MARICOPA COUNTY RECORDS
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- EASEMENT REFERENCE LIST**
- 1 - ARIZONA STATE LAND DEPARTMENT FILE NO. 14-000258
 - 2 - ARIZONA STATE LAND DEPARTMENT FILE NO. 14-019280
 - 3 - ARIZONA STATE LAND DEPARTMENT FILE NO. 15-124119 AND RECORDS IN DOCUMENT NO. 2002-022233, M.C.R.
 - 4 - ARIZONA STATE LAND DEPARTMENT FILE NO. 17-004333

TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



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VICINITY MAP
THE MEADOWS - DEER VALLEY ROAD

GAMINO A LAGO, LLC
 PEORIA, ARIZONA

PROJECT NO. CSW7957
 DATE: 5-24-12
 BY: JBE
 SCALE: NTS
 SHEET NO. 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: May 31, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Umbria Estates, 101st Avenue and Williams Road (Project No. R120016)

Purpose:

This is a request for City Council to approve a Final Plat of Umbria Estates, located on 101st Avenue and Williams Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water\sewer service area and is part of the overall Sunset Ranch II community. This final plat creates a total of 14 new lots. As part of this parcel, a roundabout will be

constructed at 100th Avenue and Wisard Lane to compliment development and the roadway network. All internal roadways are public.

Previous Actions:

The preliminary plat was first reviewed by the City and completed in February 2008. This expired, and a new preliminary plat was submitted to the City in April 2012. The revised preliminary plat was approved in May 2012.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from developing this land.

B: The other option would be to formally approve the Final Plat and allow this parcel to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Final Plat.

Narrative:

The acceptance of this Final Plat by City Council will allow the developer to move forward in developing this property.

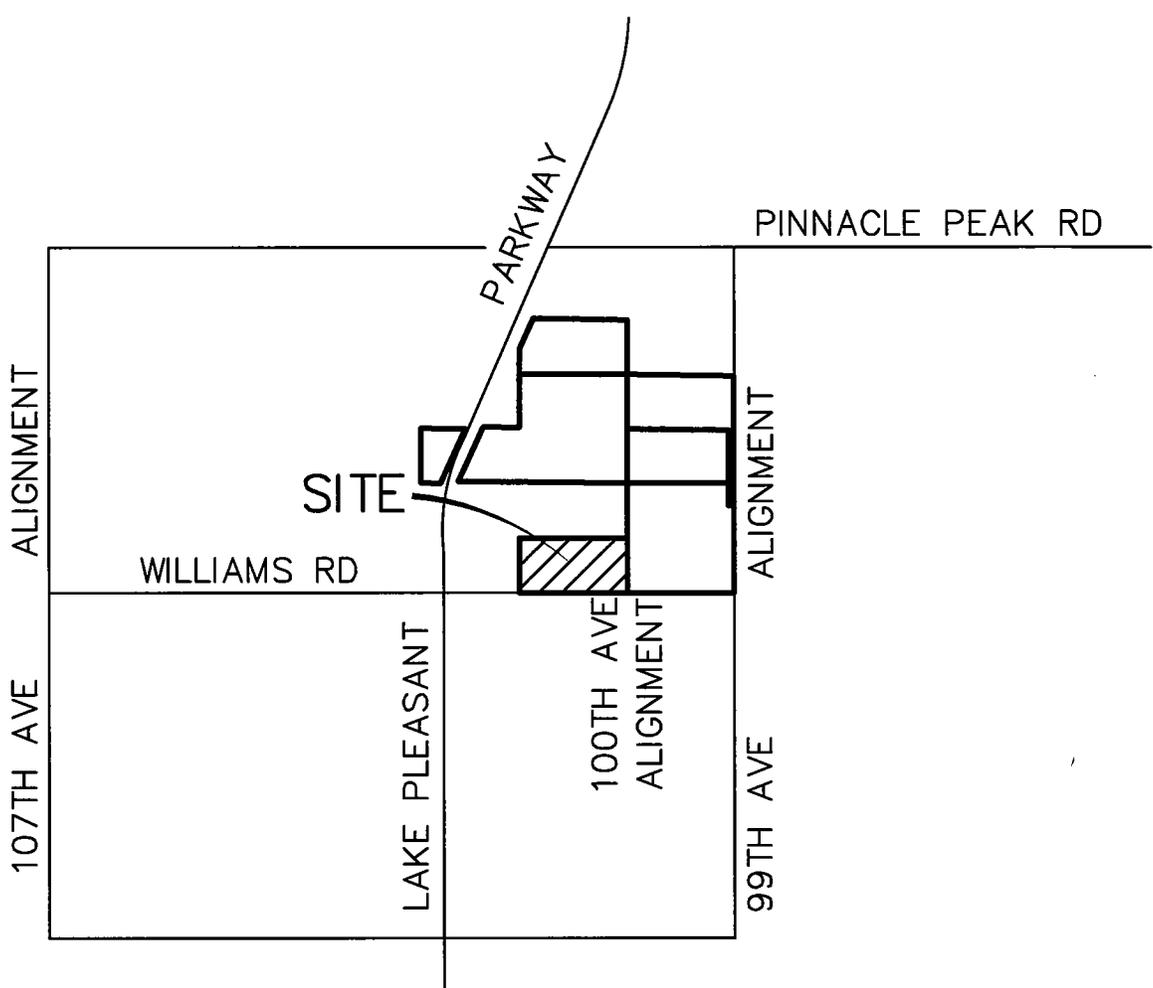
Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE, CFM: 623-773-7577



Bowman
CONSULTING

3010 South Priest Drive Ste 101 Phone: (480) 629-8830
Tempe, Arizona 85282 www.bowmanconsulting.com

UMBRIA ESTATES

PEORIA, ARIZONA

VICINITY MAP

JOB #	9575
DATE	MAY 2012
SCALE	N.T.S.
DRAWN	CRS
SHT 1 OF 1	

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C

Date Prepared: June 19, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Katie Gregory, Interim Management & Budget Director

THROUGH: Susan Thorpe, Deputy City Manager

SUBJECT: Fire Operating One-Time Budget Amendments

Purpose:

This is a request for the City Council to approve a one-time budget adjustment in the amount of \$342,000 and authorize the use of reserves to cover one-time operating expense/overage in the Fire Department operating divisions.

Background/Summary:

Throughout the course of the year there are items that come up that were not anticipated in the approved budget. As has been the past practice, these items are brought to the City Council requesting the additional budget appropriation and authority to spend. Since January, staff in the Management and Budget Department have been monitoring and working with the Fire Department staff to identify and attempt to mitigate operating budget overages related to higher than anticipated costs. As the fiscal year comes to a close, the Management and Budget Department has identified a few items in the Fire Department operating budgets that need additional appropriation related to higher than anticipated CAD Dispatch Fees, Wildland Fire costs, and a pension payment related to the departure of the previous Fire Chief.

CAD Dispatch Fees (\$)

CAD dispatch fees are the fees paid to the City of Phoenix for the Regional Computer Aided Dispatch Consortium. These fees cover the dispatch, technical services and general maintenance of the regional system. Budget is set based on the estimated number of calls to be generated in the City of Peoria. The FY2012 calls for service increased at a rate greater than was anticipated resulting in a budget shortfall of approximately \$152,000. This item has been adjusted and set at an appropriate level in the FY2013 budget.

Wildland Fire Costs (\$)

Inevitably, each year wildland fires within the region necessitate the use of local resources (personnel and equipment) to help ensure containment. The City of Peoria participates in these efforts by sending experienced staff, vehicles and equipment to various fires throughout the region. The costs associated with providing these resources are fully reimbursable through the state, however, a budget adjustment is needed to provide the appropriate level of expenditure

authority for these costs. The FY2012 costs are approximately \$40,000 all of which will be reimbursed back to the City in the months ahead.

Fire Chief Pension Settlement (\$)

Last October, the City agreed to settle a pension dispute with the then Fire Chief, Thomas Solberg. The city made payment, however, the budget was never adjusted to reflect the expenditure. The amount needed to fully cover the costs is \$150,000.

Previous Actions:

There has not been any previous actions on these items.

Options:

A: That the Mayor and Council approve the use of reserves and a budget amendment from the city’s contingency appropriation to various operating divisions.

B: That the Mayor and Council not approve a budget amendment. This action would prevent the city from making payment to City of Phoenix and meeting payroll for the Fire Department.

Staff’s Recommendation:

That the Mayor and Council approve the use of reserves and a budget amendment from city contingency to various operating divisions to be used for the purposes stated above. Staff recommends the following budget adjustment:

Fund	Amount	From	To	For
General Fund	\$152,000	1000-0300-570000	1000-1260-524008	Telecommunications
General Fund	\$40,000	1000-0300-570000	1000-1260-510209	Fire OT–Absence Coverage
General Fund	\$150,000	1000-0300-570000	1000-1200-510000	Salaries and Wages
Total	\$342,000			

Fiscal Analysis:

This amount requires the one-time use of reserves. A portion of this is reimbursable from the State of Arizona for the wildland fires. The CAD obligation has been fully budgeted in FY2013.

Narrative:

The above one-time budget amendments are needed to ensure adequate funding for a number of unanticipated expenditures in the Fire Department.

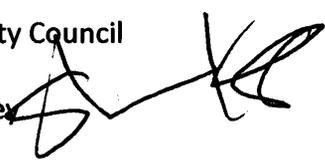
Contact Name and Number: Katie Gregory, (623) 773-7364

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15C

Date Prepared: June 18, 2012

Council Meeting Date: July 3, 2012

TO: Honorable Mayor and City Council
FROM: Steve Kemp, City Attorney 
SUBJECT: Use of General Fund reserves and a budget amendment of \$50,000 in the City Attorney's Office for Legal Services and Litigation costs.

Purpose:

Staff requests the Mayor and Council approve the one-time use of General Fund reserves and approve a budget amendment of \$50,000 in the City Attorney's Offices Civil legal Services account.

Background/Summary:

In handling the City's major litigation cases, the City Attorney's Office exceeded its budget authority by an estimated \$50,000 in fiscal year 2012. A notable contributor to these costs is the increasing cost of administrative hearings. To offset these increased costs, staff requests the Mayor and Council approve the one-time use of General Fund reserves and approve a budget amendment of \$50,000 to the City Attorney's Offices Civil Legal Services account from General Fund Contingency.

Options

A: Approve the one-time use of General Fund reserves and a budget amendment as requested

B: Do not approve a budget amendment. This would mean the City Attorney's Office would exceed its budget authority for Fiscal Year 2012

Staff's Recommendation:

Staff recommends that the Mayor and City Council approve the one-time use of General Fund reserves and a budget adjustment of \$50,000 from the General Fund Contingency (1000-0300-570000) to Civil Legal Services account (1000-0200-520001).

Fiscal Analysis:

The City Attorney Office is exceeding its budget in FY2012 due to the City's major litigation cases. To remedy this situation Staff recommends that the Mayor and City Council approve the one-time use of General Fund reserves and a budget adjustment of \$50,000 from the General Fund Contingency (1000-0300-570000) to Civil Legal Services account (1000-0200-520001). This action will bring the City Attorney's Office back within budget.

Exhibits: None

Contact Name and Number: Steve Kemp, City Attorney, 623-773-7330

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Date Prepared: June 20, 2012

Council Meeting Date: July 3, 2012

TO: Honorable Mayor and Council
FROM: Stephen M. Kemp, City Attorney
SUBJECT: Modification of Zip Codes in the City of Peoria

Purpose:

This is a request for City Council to direct staff whether to request the United States Postal Service modification of Peoria areas without Peoria zip codes.

Background/Summary:

Approximately one year ago, the Sun City Homeowner's Association asked the City of Peoria to support modification of zip codes in certain Peoria areas from Sun City to Peoria designations. Previous requests to approve zip code modifications were made to and rejected by the United States Postal Service, including City initiated requests.

As a result of this request, the issue was raised with the Council Subcommittee whether staff should submit a request that all areas with non-Peoria zip codes receive Peoria zip codes, including those with the following designations:

- Glendale
- Morristown
- Phoenix
- Sun City
- Sun City West

Subsequently, Sun City submitted the request to the United States Postal Service, with the endorsement of federal and state legislators. Recently, we were advised the United States Postal Service rejected the request due to severe economic issues impacting the postal service. In light of the rejection, it is highly unlikely any City of Peoria request pertaining to its areas would be approved. From a practical standpoint, it appears it is appropriate to wait until the United States Postal Services' financial issues are resolved, and then determine whether to proceed with requesting the zip code changes.

Previous Actions:

Discussion and recommendation by Council Subcommittee that the matter be referred to the City Council.

Options:

A: That the Mayor and Council adopt the staff's recommendation that no further action be taken to modify these zip codes in the City not having Peoria designations.

B: That the Mayor and Council direct staff to take further action to seek modification of designations of these areas in the City not having Peoria zip codes.

Staff's Recommendation:

In light of the United States Postal Service response to the request of the Sun City Homeowner's Association, no further action be taken by staff in this matter.

Fiscal Analysis:

None

Exhibit:

A letter from the United States Postal Service to Congressman Franks dated March 20, 2012, regarding zip code boundary alignments for Sun City, Arizona and the City of Peoria, Arizona and zip code 85373.



March 20, 2012



The Honorable Trent Franks
Member of Congress
7121 W. Bell Road, Suite 200
Glendale, AZ 85308

Dear Congressman Franks:

Thank you for your letter of February 23, 2012, expressing concern regarding ZIP Code boundary alignment for the unincorporated community of Sun City, Arizona, and the city of Peoria, Arizona, and specifically ZIP Code 85373.

We appreciate your concerns. Mailing addresses are a critical part of our mail distribution and delivery network. Although many mailing addresses and ZIP Code boundaries roughly coincide with local municipal boundaries, there are often instances where individual delivery areas overlap formal or informal community boundaries. The U. S. Postal Service is aware of the growing use of mailing addresses and ZIP Codes by municipalities and businesses for various non-postal purposes. We also recognize the problems resulting from this practice when there is not an exact fit of ZIP Code and municipal boundaries.

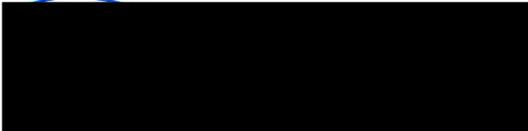
Although the USPS must be guided primarily by concerns for service and efficiency, postal officials do appreciate the concerns of local communities when municipal boundaries do not match with ZIP code boundaries. To address these concerns, the USPS works with local county and municipal addressing authorities to improve address quality in both postal and non-postal databases.

The boundaries for 85351 and 85373 were established for Sun City, Arizona in late 1986 and early 1987 and have existed for postal customers use in that capacity since their establishment. The ZIP Code system was created to provide an efficient postal distribution and delivery network. The general stability of boundaries is essential to prompt and accurate distribution of mail.

It is a common occurrence for ZIP Codes to encompass multiple city and community names, as is the case with Sun City, Arizona, and Peoria, Arizona. There are provisions within our addressing systems to accommodate these situations by modifying last line city names and/or ZIP Codes in order to provide municipal identity. In this case, however, when ZIP Code 85373 was established, it was assigned to the Sun City, Arizona Post Office, and Peoria, Arizona annexed growth into that established boundary; therefore, we cannot utilize the preferred last line provisions in this instance. A single ZIP Code should not be assigned to or delivered out of two separate city Post Offices, as it may result in delay or missorting of mail.

In addition, the requested boundary should be consistent with actual municipal boundaries and it is recommended that requests for realignment contain the documented endorsement of each local government. It is our understanding that Sun City, Arizona is not a city or municipality, but is an unincorporated community. Based on the above information, we are not able to realign the ZIP Code boundaries based upon this request.

Again, thank you for writing, and we regret that our response could not be more favorable. If you have any further questions or concerns, please feel free to contact Brent Montgomery, Manager, Address Management Systems, Arizona District at (602) 225-3461.



Shaun E. Mossman
Manager, Operations Support
Western Area

Cc: Dean J. Granholm, VP Delivery & Post Office Operations
Sylvester Black, VP, Operations, Western Area
John J. DiPeri, District Manager, Arizona
Robert J. Hurley, Postmaster
Teresa Stinson, Postmaster
Albert Zavala, Manager, Customer Services

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17R

Date Prepared: June 21, 2012

Council Meeting Date: July 3, 2012

TO: Mayor and Council
FROM: Carl Swenson, City Manager
SUBJECT: Council Confirmation of Community Services Director

Purpose:

Discussion and possible action to confirm the City Manager appointment of John R. Sefton Jr. as the Community Services Director, effective Monday, August 20, 2012.

Background/Summary:

The City conducted a nation-wide recruitment following the departure of JP de la Montaigne. Utilizing the executive recruiting services of Bob Murray and Associates resulted in a candidate pool of 224 applicants for the position. The candidates were screened by Bob Murray narrowing the pool to seven semi-finalists and ultimately the top five were advanced to the final interview process for consideration.

The finalists endured an extensive two days of interviews between the semi-finalist stage and the final stage of the process. This included a meeting with the Executive Board of the Peoria American Federations of State County and Municipal Employees (AFSCME). Additionally, the candidates met and fielded questions with department staff and city directors.

The interviews focused on management, leadership, technical application, character, as well as a formal presentation. The panels were comprised of Deputy City Managers Susan Daluddung and Susan Thorpe, Engineering Director Andy Granger, Sports Facilities Manager Chris Calcaterra, Budget Coordinator Barry Houg, Council Office & Grants Program Manager Tammy Shreeve, and City of Glendale Executive Director for Parks, Library and Recreation Erik Strunk. In addition to me, observers of the process included Interim Community Services Director Jeff Tyne. The process concluded with a Candidate/Community Forum that drew an audience of 13 participants. Through this comprehensive process it was determined that the top candidate for the position is John R. Sefton Jr.

Mr. Sefton has an 18 year career in various capacities of parks, recreation and community services that spans both private and public sector. Since 2007 he has served as the Deputy Director of Parks and Recreation for the City of Tucson. His responsibility includes the oversight of 128 parks (4000+ acres), the Accredited Reid Park Zoo, Hi Corbett Spring Training Facility, 19

recreation facilities, 27 pools, and five golf courses. John administered a department budget of \$41 million Operating, \$54 million – 5 year CIP and included a workforce of 500 FTEs. Among Sefton's accomplishments are his successful management of the department's 10-Year Strategic Services Plan and the associated 3-Year Action Plans. In addition, he is credited for having personally guided Tucson's Parks and Recreation Department to become accredited by the National Recreation and Park Association, Commission for Accreditation of Park and Recreation Agencies (NRPA – CAPRA) in 2010.

Mr. Sefton is a certified Park and Recreation Professional and holds a Certificate in Public Policy and Management from University of Arizona. John obtained a bachelors degree in Business Management from Arizona State University and is currently obtaining a Masters in Community Planning and Land Use from Northern Arizona University, graduating in 2012.

His starting salary will be \$135,000.

A copy of John's professional resume is attached.

Previous Actions:

Options:

A: Confirm the appointment of John R. Sefton Jr. as Community Services Director.

B: Not confirm the appointment of John R. Sefton Jr. as Community Services Director.

Staff's Recommendation:

The Mayor and Council confirm the City Manager's appointment of John R. Sefton Jr. as the Community Services Director for the City of Peoria, effective August 20, 2012.

Fiscal Analysis:

Narrative:

Exhibit(s):

Exhibit 1: Resume of John R. Sefton Jr.

Contact Name and Number: Claudia Lujan, (623) 773-7739

JOHN R. SEFTON, JR., CPRP

SUMMARY

A visionary leader in the field of community and leisure services with over 18 years of experience in designing, delivering and evaluating recreation and community-based programs, facilities development and management, and staff development and leadership. A creative and proactive team-player with talent and passion for building strategies that foster community engagement. Dedicated to service beyond self with an outgoing, approachable demeanor and significant strengths in communicating with and motivating stakeholders to achieve excellent customer experiences.

PROFESSIONAL EXPERIENCE

CITY OF TUCSON, Tucson, AZ

2007-current

Deputy Director of Parks and Recreation

- Support the Director in planning, organizing, and coordinating all programs, functions and activities of the Parks and Recreation Department. System includes 128 parks (4000+ acres), AZA Accredited Reid Park Zoo, Hi Corbett Spring Training Facility, 19 recreation facilities, 27 pools, 5 golf courses.
- Providing leadership on an organization-wide and community basis to ensure that public services are provided in alignment with the City's strategic objectives.
- Specifically managing the Department's 10-Year Strategic Services Plan and the associated 3-Year Action Plans - directing the daily operations of 4 districts.
- Evaluate personnel and program/service performance, preparing and administering the Department budget: 500 FTEs, \$41 million-Operating, \$54 million-5yr CIP - FY12.
- Led the Department's self-assessment efforts receiving inaugural NRPA-CAPRA Accreditation in 2010.
- Serve as Department lead in HR related issues, liaison to HR Department. Serve on Union negotiation committees.
- Serve as Department representative on city-wide Safety and Environmental Management Program committees.
- Actively developing Emergency Support Functions with the City-County Offices of Emergency Management.

PULTE HOMES & THE COMMUNITIES OF DEL WEBB, Scottsdale, AZ

2000-2007

Executive Director of Community Management

2006 – 2007

Anthem at Merrill Ranch (Florence, AZ). Start-up community of 9,200 homes being developed on 3,100 acres.

- Served as board president and start-up operations director for the homeowner associations and recreational amenities including 43,000 sq. ft. community center, 48,000 sq. ft. active adult recreation center, 60-acre community park, trails, tennis complex, amphitheaters, fishing lakes, golf course, and sports fields.
- Developed organizational structures and led start-up recruitment of operational managers, support staff, and line staff (recreation, maintenance, associations), coordinated trainings and community orientations.
- Guided development of policies, procedures, and services offered by associations and recreation facilities.
- Established operational budgets for recreation and leisure programs, common area maintenance, and functions of the community associations.
- Served as liaison to municipal and civic groups in the Florence area (Town, Chamber, School Dist).
- Provided direction and creative support to third-party operators of community owned Poston Butte Golf Club.

Manager, Parks and Recreation, Anthem by Del Webb, Anthem, AZ

2000 – 2006

Anthem by Del Webb, (Maricopa Co., AZ) est. 1999, community of 11,300 homes developed on 5,100 acres.

- Directed all aspects of the Anthem Community Parks and Recreation Services, influencing synergistic performance within staff and community partners.
- Led and coached 11 FT recreation/fitness professionals and 11 FT park and facilities maintenance staff, creating a team atmosphere skilled at and dedicated to managing quality programs and facilities.
- Coordinated with and influenced a diverse group of businesses, civic groups, special interest groups, school district, and government leaders to establish programs and events increasing the sense of community.
- Guided development of programs/events to achieve program revenues to \$1.2 million (2005). Co-developed, presented, and managed an annual operations budget of \$6.0 million.

TOWN OF PRESCOTT VALLEY, Prescott Valley, AZ

1998 – 2000

Parks & Recreation Director

- Administered all aspects of the community Parks and Recreation Department.
- Supervised development and maintenance of 200 acres of park lands and trails system, aquatics facility, cultural event management including concerts, art shows, and community recreation programming.
- Collaborated on program development and facility resource development with community groups including Boys and Girls Club, YMCA, Yavapai County Health, Chamber of Commerce, civic groups, etc.
- Developed, presented, and managed an annual departmental operations budget of approximately \$2.0 million and capital equipment and improvements of approximately \$2.0 million.
- Presented departmental initiatives to Town Council, Boards and Community Groups.
- Sought and prepared grant opportunities for funding of programs, parks and improvements.
- Coordinated Community Access Television Channel.
- Collaborated with Department Heads to ensure mission and objectives of the Town were accomplished.

CITY OF HENDERSON, Henderson, NV

1994 – 1998

Recreation Coordinator

- Coordinated and supervised all aspects of 40,000 square foot community recreation center to include year-round recreational and leisure programming for all ages.
- Supervised, trained and motivated two FT recreation professionals, 30-65 PT staff and 20-60 contract professionals and volunteers.
- Managed facility operational budget of \$194,000; part-time staff budget of \$259,000; 97/98 program revenue \$304,000.
- Assisted in the development and implementation of policies and procedures of department facilities and programs.
- Coordinated and assisted with various city-wide special events/cultural events.
- Division liaison for computer related issues (hardware/software) and WinNT automation.
- Accomplishments include City Employee of the Month, August 1995; Supervisor Development Training, March 1996; and active participation in the Nevada Recreation and Park Society.

EDUCATION

Masters of Administration
Community Planning - Land Use
Northern Arizona University – graduating 12/2012

BS, Business Management – H.R.
Arizona State University, 1992

Certificate in Public Policy and Management
University of Arizona, 9/2008

Certified Park and Recreation Professional

TECHNICAL PROFICIENCIES

Microsoft Office
Word, Excel, PowerPoint, Outlook, Publisher

Recreation Management Software
RecWare, ActiveNet - Class

MEMBERSHIPS

Arizona Parks and Recreation Association

National Recreation and Park Association

CIVIC INVOLVEMENT / RECOGNITIONS

2008-2012	Tucson Parks Foundation – staff liaison
2009	Executive Safety Award - City of Tucson
2006-2007	Site Council Member – Anthem K8 (Florence USD)
2006-2007	Member, Florence Chamber of Commerce
2006-2007	Committee Member, Pinal Partnership
2006-2007	Committee Member, Historic Tour
2005	Paul Harris Fellow Award – Anthem Rotary
2004-2005	C.I.T. Gavilan Peak School
2004-2005	We Care at Anthem – Board of Directors
2004-2006	Arts Council of the North Valley – BOD
2004	DVUSD – University Program
2002-2005	Member, Gavilan Peak PTA
2001-2003	C.I.T Anthem School
2001-2006	Member, Chamber of Commerce at Anthem
2001	Member, Anthem School PTA
1999	Central Yavapai Boys & Girls Club-Liaison
1998-2000	Prescott Valley Chamber of Commerce PV Days Committee
1999-2000	Yavapai Youth Soccer Club - Coach



City Council Calendar

Color Key:
City Council

< June	July 2012					August >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3  Regular City Council Meeting  Special City Council Meeting & Study Session	4 July 4th All American Festival	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19  * CANCELED MEETING *City Council Subcommittee on Community Culture & Public Safety	20	21
22	23	24	25	26	27	28
29	30	31				



City Council Calendar

Color Key:
City Council

< July	August 2012						September >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14  City Council Subcommittee on Policy & Appointments	15	16  City Council Subcommittee on Community Culture & Public Safety	17	18	
19	20	21  Regular City Council Meeting  Special City Council Meeting & Study Session	22	23	24	25	
26	27	28	29	30	31		

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM: 3a

Date Prepared: 20 June 2012

Council Meeting Date: 3 July 2012

TO: Carl Swenson, City Manager

FROM: Tamara Shreeve, Council Office and Grant Program Manager

THROUGH: John Schell, Director, Governmental Affairs and Council Office

SUBJECT: Council Subcommittee Update

Summary:

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been assigned to each Council Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

Exhibit 1: Council Subcommittee assigned agenda items

Contact Name and Number: Tamara Shreeve, x 5173

City of Peoria
Council Subcommittees

Community Culture
and Public Safety
Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session. Completed	
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session. Completed	
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session. Completed	3/20/2012
Jeff Tyne / Susan D	Veterans Discount Program	2/27/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Jeff Tyne / Susan D	Establish "Peoria Friends of the Arts"	2/27/2012	Forward item to study session. Completed	
Jeff Tyne / Susan D	Youth Master Plan	3/19/2012	Forward item to study session. Completed	
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship	1/30/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Claudia Lujan	Structure of the Sister Cities Board	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	
Roy Minter	False Alarm Ordinance	11/7/2011	Forward to study session (11/7/2011). Completed	4/17/2012
Dave Pearson	Recreational Vehicle Ordinance	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012
Tony Rivero	Recreational Vehicles City Code Section 14-110	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012

City of Peoria
Council Subcommittees

				Regular Council Meeting 6/19/12
Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session. Completed	
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Infomational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control			
Carlo Leone	Residential Parking			
Carlo Leone	Dirt Ordinance			
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Infomational only. Completed	NA
Tamara Shreeve/Susan Thorpe	Community/Outside Agency Funding & Assistance Policy	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	
Ron Aames	Roadside Memorials			

City of Peoria
Council Subcommittees

General Government Subcommittee		Sub-committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes	2/13/2012	Will be placed as a regular agenda item.	
Katie Gregory	Development Service User Fees	2/13/2012	Forward to Council Study Session. Completed.	

City of Peoria
Council Subcommittees

Policy and Appointments Subcommittee				
Submitter	Subject	Sub-committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011 1/10/2012	No further Action. Completed (11/7/11). Revisited item on 1/10/12. No further action. Completed	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the SC. (12/13/11). Completed. Revisited item on 1/10/12. Completed	NA
Wanda Nelson	Board and Commission Appointments & Reappointments	Ongoing	Appointments and reappointments reviewed and recommended by subcommittee. Ongoing topic.	NA
Dave Pearson	Charter Amendments	12/13/2011 1/10/12 1/24/2012	Bring back to Subcommittee for further discussion (12/13/11). Discussed seven proposed charter amendments. Forward 6 of those to Study Session. One proposed amendment was withdrawn (1/10/12). Reviewed remainder charter amendments. Forward charter amendments to study session. (1/24/2012) Completed	2/21/2012

City of Peoria
Council Subcommittees

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee. Include a process flow chart (12/13/11). Forward to study session with consensus recommendation (1/10/12). Completed	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11). Completed	5/15/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/through a City Manager's report. Completed	Regular Council Meeting 1/3/2012
Susan Thorpe	Council Code of Ethics	2/14/2012 3/15/2012 4/10/12 5/8/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item-continue discussion at the next meeting (5/8/12).	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012 3/15/2012 4/10/12 5/8/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item-continue discussion at the next meeting (5/8/12).	

City of Peoria
Council Subcommittees

Sustainable Development and Public Services Subcommittee		Sub-committee agenda date	Action	Study Session
Submitter	Subject			
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed	11/15/2011
Chris Jacques/ Susan D.	Open Space Preservation Program and Decision Support Model	2/1/2012	Start community outreach activities and forward item to Council Study Session.	
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward item to study session (6/6/12). Completed	
Cathy Carlat	Not for Profit Committee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward Item to study session (6/6/12). Completed	
Scott Whyte/ Chris Jacques/ Susan D.	Old Town Entertainment District Designation	12/7/2011 1/4/2012	Bring back to subcommittee for further discussion (12/7/11). Forward to Regular Council Meeting (1/14/2012). Completed	Regular Council Meeting 1/17/2012
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	4/17/2012

City of Peoria
Council Subcommittees

Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda. Completed	Regular Council mtg. 1/3/2012
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed	2/7/2012
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed	2/7/2012
Dave Pearson	Change in City Ordinance regarding multi-family solid waste service	1/5/2012	Item was discussed, then withdrawn by Councilman Pearson. Completed	NA
Scott Whyte	Old Town Indicators	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed.	
Chris Jacques	Senate Bill 1598-Aggregate Mining	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed.	

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

RCM: 3b

Date Prepared: June 20, 2012

Council Meeting Date: July 3, 2012

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director
Chris Jacques, Planning and Community Development Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Update on Electronic Digital Billboard Sign Civic Engagement Plan

Purpose:

This is an update on the city's civic engagement plan for the potential placement of electronic billboard signs in the City of Peoria.

Background/Summary:

On August 23, 2011, staff presented to the City Council a concept for the future growth of the Entertainment District, including identity creation, signage, pedestrian orientation, and place making improvements. As part of the presentation, the need for parking garages was discussed along with a potential revenue source to pay for a portion of the anticipated debt service associated with the construction of the parking garages, namely revenue resulting from the placement of digital billboard signs along Loop 101. That discussion was broadened to include a citywide policy question of whether Peoria should allow digital billboards along major transportation corridors and under what circumstances and controls.

Accordingly, staff collaborated on a plan to engage citizens in all council districts on the electronic billboard policy question. This plan was introduced to the Sustainable Development Subcommittee on November 9, 2011 and then discussed with the full Council at a November 15, 2011 Study Session. The next day, staff held a community meeting at Rio Vista Community Center to discuss potential placements along the Loop 101 and gather input. This meeting was targeted to those neighborhoods within a one-mile radius of the potential placements.

Unfortunately, shortly thereafter, an Arizona Court of Appeals ruling on *Scenic Arizona v. City of Phoenix Board of Adjustment* had the effect of prohibiting billboard new placements as inconsistent with the Arizona Highway Beautification Act. As a result, staff decided to suspend the civic engagement program pending a legislative remedy. The legislative remedy came in the form of HB 2543 which was signed by Governor Brewer near the end of this year's

legislative session. The legislation now positions the City to continue the digital billboard civic engagement effort.

As the City's existing sign ordinance does not allow digital billboards, a civic engagement process has been identified to assess citizen and business reactions and concerns about potential digital signs along transportation corridors in Peoria (e.g. Loop 101, Grand Ave/Highway 60, Highway 74, and Loop 303). Staff proposed the following as its civic engagement process for this initiative:

- Publicize and release an on-line survey intended to inform the public about the legal parameters associated with digital billboards along transportation corridors, as well as ascertain citizen input and concerns about such placements in Peoria. July 2012 is the targeted release of the on-line survey;
- Convene 6 public meetings, one to be held in each Council District, targeting the month of August 2012. These meetings will be coordinated with the corresponding Council members so that they can attend, as well as reach out to constituents to encourage their participation;
- Discussion and review of all citizen and business input received through the on-line survey and community meetings, as well as review a draft sign ordinance at a future Sustainable Development and Public Service Subcommittee meeting; and
- Discussion and review of all input received and a draft sign ordinance amendment at a future City Council Study Session meeting.

The purpose of the on-line survey is to both educate residents and businesses on the new legislation that was passed and to provide an opportunity for the public to weigh in with any concerns they may have so that the city can create a new sign ordinance that alleviates those concerns. The survey asks questions regarding perceived positive and negative impacts, proposed mitigation efforts, and placement (which corridors and distance between signs). Respondents will also have the opportunity to request more information and be invited to participate in subsequent outreach meetings on the same topic.

This survey will be posted on the city's homepage from July 5th to August 31st and hard copies will be placed in public locations, such as the community center, city libraries, City Hall, and Rio Vista. The Public Information Office will work to notify the public to encourage participation.

Previous Actions:

- November 9, 2011 – the proposed civic engagement process was considered by the Sustainable Development Sub-Committee
- November 10, 2011 – the proposed civic engagement process was presented to the Economic Development Advisory Board

- November 15, 2011 – the proposed civic engagement process was presented to City Council at a study session
- November 16, 2011 – a discussion and review of specific proposed billboard placements, as discussed at the August 23, 2011 Council Study Session, and impacts of such placements along Loop 101 was held with HOA's and citizens in impacted neighborhoods.

Options:

This communication is only an informational update to the civic engagement plan that was approved in November 2011.

Staff's Recommendation:

This is an informational document only.

Fiscal Analysis:

There is no fiscal impact to the City associated with this civic engagement process.