

City Council Meeting Notice & Agenda



Tuesday, September 16, 2014
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session 5:00 P.M. Convene

Roll Call

Consent Agenda

CONSENT AGENDA: All items listed with a "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

1C. **Authorization to Hold an Executive Session**

Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with the American Federation of State, County and Municipal Employees Local 3282 and United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5.

Study Session Agenda

Subject(s) for Discussion Only

2. Sun City West Fire District Annexation Update

Adjournment

Mayor
Bob Barrett

Palo Verde
District
Ron Aames,
Vice Mayor

Acacia
District
Tony Rivero

Ironwood
District
Bill Patena

Mesquite
District
Ben Toma

Pine
District
Carlo Leone

Willow
District
Jon Edwards

Executive Session

Convene immediately following Special City Council Meeting Executive Room, City Council Chamber

Under the provisions of A.R.S. § 38-431.02 there will be a **CLOSED EXECUTIVE SESSION**.

Executive Session Agenda

3. An Executive Session for the purpose of discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with the American Federation of State, County and Municipal Employees Local 3282 and United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5.

Adjournment

The above-named Public Body of the City of Peoria, Arizona will convene into Executive Session pursuant to A.R.S. § 38-431.03 for those items listed on the agenda. Only those persons who are:

- Members of the Public Body, or
- Officers of the City that are required to attend, or
- Those individuals whose presence is reasonably necessary for the Public Body to carry out its Executive Session responsibilities as determined by the City Attorney may be present during the Executive Session.

All persons who remain present during the Executive Session are reminded that the business conducted in Executive Session, including all discussion taking place herein, is confidential and may not be disclosed to any person, except as permitted by law.

Arizona Open Meeting Act:

Arizona law requires that persons who are present in an executive session receive instruction regarding the confidentiality requirements of the Arizona Open Meetings Act. Minutes and discussions made during executive sessions are confidential and may not be disclosed to any party, except:

- Members of the council,
- Appointees or employees who were subject of discussion under the personnel item subsection of the Open Meetings Act,
- County Attorney or Attorney General pursuant to an investigation of a violation of the Open Meetings Act, and
- Arizona Auditor General in connection with an audit authorized by law.

Any person who violates or who knowingly aids, agrees to aid, or attempts to aid another person in violating the Arizona Open Meetings Law may be punished by fine of up to \$500.00 per violation and/or by removal from public office.

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call To Submit Speaker Request Forms

Regular Agenda

New Business

4R. **Appointment, Council Youth Liaison Alternate**

Discussion and possible action to approve the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the following appointment and adopt the Resolution as presented:

Adopt **RES. 2014-121** appointing Michael Helt as the Council Youth Liaison Alternate.

SWEARING IN BY PRESIDING MUNICIPAL JUDGE GEORGE ANAGNOST AND SEATING OF NEW COUNCIL YOUTH LIAISON HELT

RECESS (Approximately 5 minutes)

RECONVENE

ROLL CALL

Presentation

5. Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the August 27, 2014 City Council meeting:
- Ryan Payne, Hwee Lee, Julie Blunck and Aleesa Sells to the Youth Advisory Board.
- 5a. Proclamation - Hispanic Heritage Week, September 22 - 26, 2014

Consent Agenda

CONSENT AGENDA: All items listed with a "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

6C. **Disposition of Absence**

Discussion and possible action to approve the absence of Mayor Bob Barrett, Vice Mayor Ron Aames, Councilmember Tony Rivero and Council Youth Liaison Ian Mullane from the Special Meeting held at 5:00 p.m. on September 8, 2014.

7C. **Minutes**

Discussion and possible action to approve the following minutes:

- August 27, 2014 Special Meeting Minutes
- September 8, 2014 Special Meeting Minutes

8C. **Appointments, Boards and Commissions**

Discussion and possible action to approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopt the Resolutions as presented:

Adopt **RES. 2014-127** appointing Scott Campbell and Joshua Shafer, to the Arts Commission, as regular members; and

Adopt **RES. 2014-128** appointing Jacky Hao to the Youth Advisory Board, as an alternate member.

9C. **Grant, Attorney General's Office of Victim Services, Victims' Rights Program**

Discussion and possible action to: (a) accept \$10,100 from the Arizona Attorney General's Office of Victim Services for Peoria's participation in the Fiscal Year 2015 Victims' Rights Program; and (b) approve a budget transfer in the amount of \$10,100 from the Proposed Grants Contingency account to the Victims' Rights Program Grant account.

10C. **Grants, Governor's Office of Highway Safety, Highway Safety Projects**

Discussion and possible action to: (a) authorize the City Manager to accept \$145,646 from the Governor's Office of Highway Safety for participation in six highway safety projects; and (b) approve a budget amendment in the amount of \$145,646 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant account to provide expenditure authority.

11C. **Grant, State Historic Preservation Office, Weedville Historic Survey**

Discussion and possible action to: (a) accept \$2,800 in grant funds from the Arizona State Historic Preservation Office to partially fund the Weedville Area Historic Resources Study; and (b) approve a budget amendment in the amount of \$2,800 from the Proposed Grants Contingency account to the Planning Division Other Professional Services account.

12C. **Grant, Bureau of Reclamation WaterSMART**

Discussion and possible action to: (a) accept the Bureau of Reclamation (BOR) WaterSMART: Water and Energy Efficiency Grant; and (b) authorize a budget amendment in the amount of \$295,000 from the Proposed Grant Contingency account to the BOR Recharge Wells Grant Fund Wastewater System account.

13C. **Contract, J. Banicki Construction, P83 Entertainment District Improvements**

Discussion and possible action to: (a) approve an individual job order contract with J. Banicki Construction in an amount not to exceed \$1,600,000 for construction services for a portion of Phase 1 of the P83 Entertainment District Improvements; and (b) authorize the City Manager to execute any applicable agreement documents.

14C. **Contract, Valley Rain Construction, P83 Entertainment District Improvements**

Discussion and possible action to: (a) approve an individual job order contract with Valley Rain Construction in an amount not to exceed \$2,393,447 for construction services for a portion of Phase 1 of the P83 Entertainment District Improvements; (b) authorize the City Manager to execute any applicable agreement documents; and (c) approve a budget amendment in the amount of \$97,887 from General Fund, Other Professional Services account to General Fund, Street System account.

15C. **Contract, Wadley-Donovan Group, Economic Development Implementation Strategy**

Discussion and possible action to authorize the City Manager to execute a professional services contract with Wadley-Donovan Group in an amount not to exceed \$98,554 for the completion of the Economic Development Implementation Strategy Part 2.

16C. **Assignment of Ground Lease Agreement, NBS Arrowhead I and II, LLC**

Discussion and possible action to: (a) approve two Assignments of Ground Lease Agreements with NBS Arrowhead I and II, LLC (The Alter Group), and Peoria Center Venture, LLC.; (b) approve two Assignments of Ground Lease Agreements between Peoria Center Venture, LLC and 83rd Avenue Property, LLC.; and (c) authorize the City Manager to execute the Final Form of Assignment of Ground Lease Agreements.

17C. **Amended Lease Agreement, NBS Arrowhead II, L.L.C.**

Discussion and possible action to authorize the City Manager to execute the First Amendment to the Ground Lease with NBS Arrowhead II, L.L.C. (The Alter Group).

18C. **Single-Source Request, Environmental Systems Research Institute Inc., Enterprise License Agreement**

Discussion and possible action to approve a single-source procurement request to enter into a contract with Environmental Systems Research Institute Inc., for an Enterprise License Agreement.

19C. **Budget Amendments and Carryovers, Fiscal Year 2014**

Discussion and possible action to approve Fiscal Year 2014 final budget amendments and carryovers to the Fiscal Year 2015 budget.

20C. **Budget Appropriation, Self-Insured Workers' Compensation Fund**

Discussion and possible action to: (a) approve a Fiscal Year 2014 budget appropriation in the amount of \$133,220 to cover the required year-end accounting entries to properly record fund liabilities; and (b) approve a budget amendment in the amount of \$133,220 from the Insurance Reserve Contingency account to the Self-Insured Workers' Compensation account.

21C. **Budget Amendment, Commercial Solid Waste Collection**

Discussion and possible action to approve a budget amendment in the amount of \$36,000 from the Commercial Solid Waste Fund Commercial Collection Division Contingency account to the Commercial Solid Waste Fund Commercial Collection Division Landfill Services account for additional expenditures related to landfill fee costs incurred in Fiscal Year 2014.

22C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2014-130** accepting Deeds and Easements for Various Real Property interests acquired by the City.

23C. **Designate Roadways, Establish Rights-of-Way, Various Locations**

Discussion and possible action to adopt **RES. 2014-126** 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.

24C. **Master Final Plat, Trilogy West Phase 1, Vistancia Boulevard and Lone Mountain Road**

Discussion and possible action to approve the Master Final Plat of Trilogy West Phase 1, located at Vistancia Boulevard and Lone Mountain Road, subject to stipulations.

25C. **Replat, Westwing Mountain Parcel 2 Lots 1-7, El Cortez Place and Edge Wild Drive**

Discussion and possible action to approve the Replat of Westwing Mountain Parcel 2 Lots 1-7, located at El Cortez Place and Edge Wild Drive, subject to stipulations.

Regular Agenda

New Business

26R. **PUBLIC HEARING - Liquor Licenses, Various Locations**

PUBLIC HEARING: RE: (a) A New Restaurant Liquor License (Series 12) for Dash Grill, located at 7557 West Greenway Road Suite #103, Jesse D. Wood, Applicant, LL#20010522; and (b) a New Restaurant Liquor License (Series 12) for Red Lobster #0867, located at 7921 West Bell Road, Richard S. Teel, Applicant, LL#20010975.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for: (a) A New Restaurant Liquor License (Series 12) for Dash Grill, located at 7557 West Greenway Road Suite #103, Jesse D. Wood, Applicant, LL#20010522; and (b) a New Restaurant Liquor License (Series 12) for Red Lobster #0867, located at 7921 West Bell Road, Richard S. Teel, Applicant, LL#20010975.

27R. **PUBLIC HEARING - Off-Track Wagering License, Turf Paradise, 8411 North 107th Avenue**

PUBLIC HEARING: RE: A New Off-Track Wagering License for Turf Paradise to telecast at Peoria Pines Golf and Restaurant, 8411 North 107th Avenue.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the Arizona Racing Commission for a New Off-Track Wagering License for Turf Paradise to telecast at Peoria Pines Golf and Restaurant, 8411 North 107th Avenue.

28R. **PUBLIC HEARING - Rezoning, Elliott Residence, 81st Avenue and Country Gables Drive**

PUBLIC HEARING: RE: A request to rezone approximately 1.03 gross acres from General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards (Z14-0005).

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2014-36**, rezoning approximately 1.03 gross acres from General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards.

29R. **Amendment, Ground Lease Agreement, Cell Tower, Fire Station 194, 9800 West Olive Avenue**

Discussion and possible action to approve a Second Amendment to the Ground Lease Agreement with NCWPCS MPL 31-Year Sites Tower Holdings LLC, to extend the ground lease until July 17, 2025 with three additional five-year extensions for the cell tower at Fire Station 194 located at 9800 West Olive Avenue.

30R. **Contract Extension, Emergency Transportation Services, Professional Medical Transport, Incorporated**

Discussion and possible action to approve a one-year contract extension for Emergency Transportation Services with Professional Medical Transport expiring August 17, 2014.

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 City Manager

31. **Council Calendar**

32. **Reports**

- A. Council Subcommittee Update
- B. City of Peoria Activities Surrounding the NFL Pro Bowl and Super Bowl
- C. ParkFest! @ Westbrook Village
- D. Fiesta Peoria

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 and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 – Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.*

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.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <http://www.peoriaaz.gov/content2.aspx?id=2151>.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Date Prepared: September 08, 2014

Council Meeting Date: September 16, 2014

TO: Honorable Mayor and Council

FROM: Jeff Tyne, Deputy City Manager
Bobby Ruiz, Fire Chief

SUBJECT: Sun City West Fire District Annexation Update
STUDY SESSION

Purpose:

This is a request for the Mayor and City Council to review and discuss information provided by staff pertaining to the status of current efforts to contest the proposed annexation of approximately 1.61 square miles of unincorporated Maricopa County by the Sun City West Fire District (SCWFD). The annexation area is generally bounded by 99th Avenue (west), Deer Valley Road (south), 79th Avenue (east) and Calle Lejos (north).

Background/Summary:

Proposed Sun City West Fire District Annexation

On May 6, 2013, the Sun City West Fire District Board of Directors voted unanimously in favor of accepting the Boundary Change Impact Statement and authorizing the circulation of annexation petitions to property owners within the subject area (Exhibit 1).

The proposed annexation area consists of approximately 1.61 square miles of unincorporated Maricopa County, generally bounded by 99th Avenue (west), Deer Valley Road (south), 79th Avenue (east) and Calle Lejos (north). The area largely consists of developed semi-rural residential units on one-acre lots. According to the District, interested parties within the area approached the District requesting to be annexed. The area is completely surrounded by the City of Peoria and has been part of Peoria's Planning Area (General Plan) for decades.

Ultimately, the District was unsuccessful in its attempt to annex the entire area within the one-year period. However, the District has taken alternative action in annexing or providing subscription service to single parcels within the annexation area, creating a "checkerboard" service area. A temporary statutory provision (that is scheduled to sunset on June 30, 2015) allows special districts like SCWFD to annex single parcels, provided they are within ½ mile of

the current district boundary. At last count, approximately 90 parcels in this area were affected and subsequently loaded into the emergency management system (911). The City does not believe this is within the spirit and intent of the Automatic Aid System; or results in rational service boundaries; or is fair to its residents from a taxing and service delivery perspective.

Fire / Emergency Services

The annexation area is currently served by Rural/Metro. However, the City of Peoria does provide fire services to the area through a *mutual aid agreement* with Rural/Metro. This is an agreement to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources.

Separately, the City of Peoria and SCWFD are both part of a Valley-wide consortium through the *Automatic Aid System*. The Automatic Aid System has been in place since 1976. This system collectively positions participating jurisdictions to provide the most effective use of local fire department resources working collaboratively through intergovernmental cooperation, particularly for day-to-day incidents as well as a catastrophic event. This system seeks to provide the most efficient, safe and effective fire/rescue/emergency medical services to their communities.

Additionally, the intent of this system is to ensure that no one participant unfairly benefits at the expense of the other participants. Clearly, when spatially examining existing facilities. Peoria by far, has the closest assets to this area. The Pinnacle Peak substation is approximately a quarter mile away from the area. The nearest SCWFD fire station is west across the Agua Fria River and south of the Loop 303, approximately 8 miles away. Chief Ruiz has expressed deep concerns that the SCWFD annexation proposal is intended as a business model and not a response model and thereby not in keeping with the intent of the Automatic Aid System.

Opposition to the Annexation

This City of Peoria has been strongly opposed to this annexation on several fronts since the passage of *Resolution 2013-50* by the City Council. Over the last year, the City has engaged in a multi-pronged strategy to contest the annexation. Additionally, the City has, on multiple occasions, provided direct mailers to residents refuting erroneous SCWFD claims and providing resources to enable affected residents to make an informed judgment as to: maintain the status quo, annex into SCWFD, or seek annexation into the City of Peoria. Additionally, the City of Peoria held two (2) well-attended community meetings on July 30, 2013 and August 27, 2013 respectively, to address opposition to the annexation and answers questions regarding city services. At the July 1, 2014 Study Session, staff briefed the Council on the current status of its efforts to contest SCWFD annexation into this area.

On July 31st 2014, the Phoenix Fire Chief convened an emergency meeting with the Executive Board of the Life Safety Council. The Council agreed with the Phoenix Fire Chief that some

action should be taken against SCWFD to stop the inappropriate actions that SCWFD had been taking in Peoria. The Fire Chiefs of Phoenix and Mesa met with the Chief of the Sun City West Fire District (SCWFD) to advise him to cease any further annexations within the County Island of Peoria. Additionally, the Chiefs requested Chief Biscoe of SCWFD to meet with Chief Ruiz to determine a fair and equitable reconciliation for the revenue influenced from Chief Biscoe's district, as well as a response plan.

The Fire Chief of Mesa was appointed to facilitate fact finding meetings with Peoria, Surprise, SCWFD, and come up with a recommendations for the Fire Chief of Phoenix to deal with the issue. The Phoenix and Mesa Fire Chiefs will determine what will be the required actions of Sun City West Fire District to comply with the automatic aid system.

At the September 16th 2014 meeting, staff will discuss alternatives for the City of Peoria to offer fire and EMS services to the county island residents. This is to afford residents in that area options for fire and EMS services going forward.

Previous Actions:

- **March 18, 2014 City Council Study Session:** Staff provided an update on efforts to contest the SCWFD annexation.
- **August 27, 2013:** Community Meeting #2 held at Sunrise Mountain High School.
- **July 30, 2013:** Community Meeting #1 held at Rancho Solano Elementary School.
- **June 4, 2013 City Council:** The Peoria City Council unanimously adopted *Resolution 2013-50*, formally opposing the proposed annexation bid by SCWFD, and authorizing staff, on behalf of the City, to take steps as may be appropriate (including legal) to contest the annexation.
- **June 4, 2013 City Council Study Session:** Staff outlined the SCWFD annexation bid and rationale for opposing said action.

Staff Recommendation:

That the Mayor and Council discuss and provide input and guidance on the current effort to oppose the SCWFD Annexation, and to discuss options for offering fire and EMS services to that area going forward..

Fiscal Analysis:

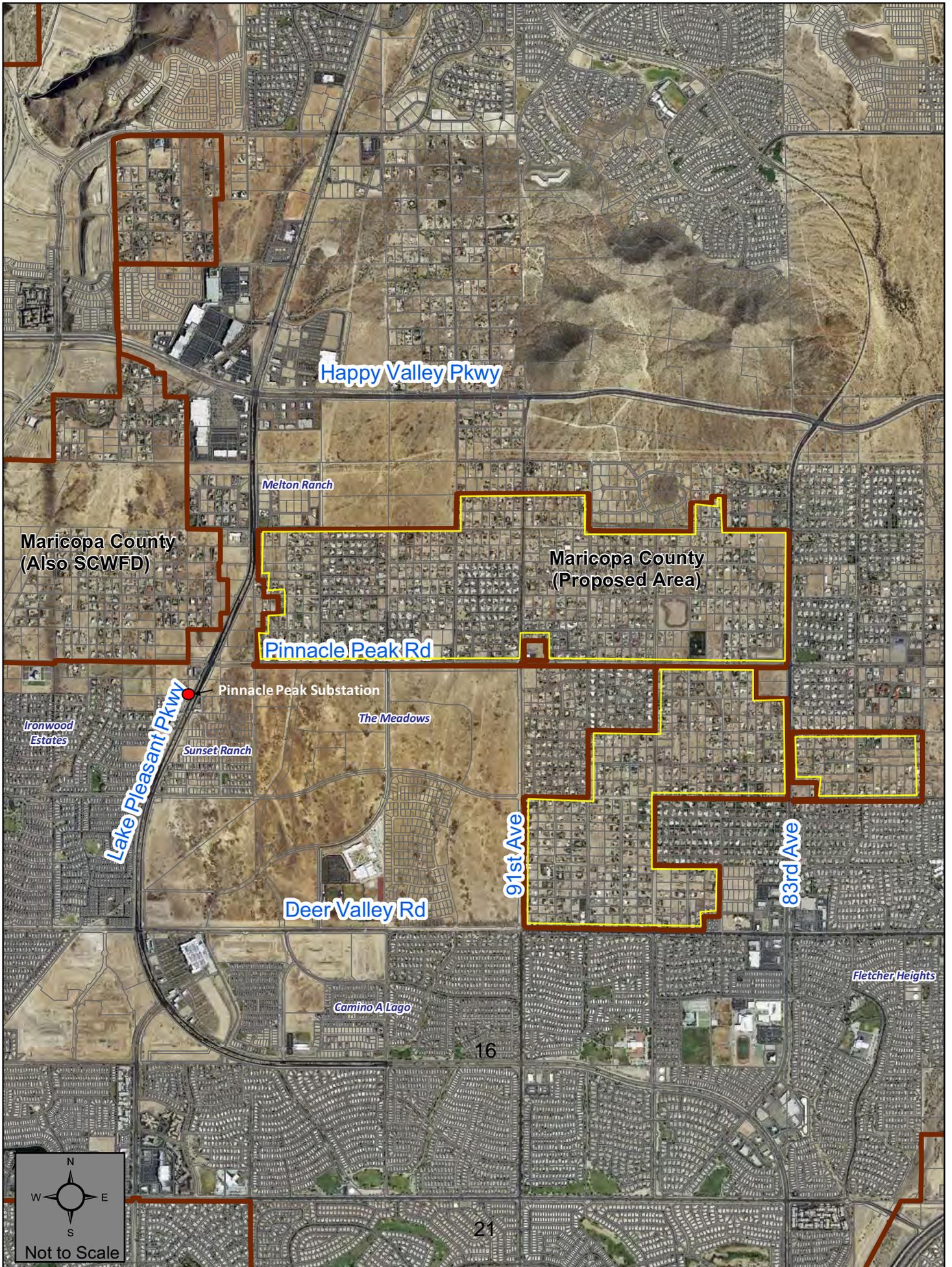
There are no budgetary impacts at this time.

Exhibit(s):

Exhibit 1: Proposed SCWFD Annexation Area
Council Communication
Page 3 of 4

Contact Name and Number:

Bobby Ruiz, Fire Chief (623) 773-7380



Happy Valley Pkwy

Melton Ranch

Maricopa County
(Also SCWFD)

Maricopa County
(Proposed Area)

Pinnacle Peak Rd

Pinnacle Peak Substation

Lake Pleasant Pkwy

Ironwood Estates

Sunset Ranch

The Meadows

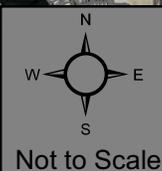
Deer Valley Rd

91st Ave

83rd Ave

Camino A Lago

Fletcher Heights



16

21

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4R

Date Prepared: August 4, 2104

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, CMC, City Clerk
THROUGH: Susan Daluddung, Deputy City Manager
SUBJECT: Council Youth Liaison Alternate Appointment

Purpose:

This is a request for City Council to appoint Council Youth Liaison Alternate as recommended by the Council Subcommittee on Policy and Appointments as follows:

New Appointment

Council Youth Liaison Position	Name	Term Expiration
Council Youth Liaison Alternate	Michael Helt	5/2015

Background/Summary:

Pursuant to Council Policy 1-14 the Council Subcommittee on Policy and Appointments makes appointment recommendations to Council for Council Youth Liaison and Council Youth Liaison Alternate positions.

Previous Actions:

On June 18, 2013, the Council adopted Ordinance 2013-12 which provides for appointment of Youth Ex-Officio members to Council. These positions are generally referred to as Council Youth Liaisons. Council also adopted Council Policy 1-14 *Youth Advisory Board Council Liaison Program* which outlines the purpose, eligibility, selection, and guiding principles of the program. This policy charges the Council Subcommittee on Policy and Appointments with making appointment recommendations to Council for these positions.

On July 24, 2014, the Council Subcommittee on Policy and Appointments interviewed and made an appointment recommendation for the Council Youth Liaison Alternate position.

On August 27, 2014, Council approved changes to Council Policy 1-14 lowering the minimum grade requirement for Council Youth Liaison applicants to grade 9.

Options:

A. Appoint the recommended Council Youth Liaison Alternate.

B: Continue recruitment effort to fill the Council Youth Liaison Alternate position.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the Council Youth Liaison Alternate and adopt the Resolution as presented:

Adopt RES. 2014-121 appointing Michael Helt, as the Council Youth Liaison Alternate with a term to expire May 2015.

Fiscal Analysis:

Charges for printing additional Council meeting packets will be charged to the City Clerk's Office Copy Services Account 1000-0150-520036.

Narrative:

If appointed, the new Council Youth Liaison Alternate will attend the September 16, 2014 City Council meeting to participate in a Swearing-in Ceremony and official seating.

Exhibit(s):

Exhibit 1: Resolution No. 2014-121

Contact Name and Number: Rhonda Geriminsky, CMC, City Clerk, 623-773-7340

RESOLUTION 2014-121

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING MICHAEL HELT AS COUNCIL YOUTH LIAISON ALTERNATE AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Michael Helt desires to be appointed as Council Youth Liaison Alternate.

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Michael Helt, as the Council Youth Liaison Alternate.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Michael Helt, is appointed as a Council Youth Liaison Alternate.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Michael Helt

May 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 16th day of September 2014.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

RESOLUTION NO. 2014-121
Page 2 of 2

Approved as to Form:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5

Date Prepared: July 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, CMC, City Clerk
THROUGH: Susan Daluddung, Deputy City Manager
SUBJECT: Board and Commission Appointments Presentation

Purpose:

This is a request for City Council to present *Certificates of Appointment* to the newly appointed board/commission members as follows:

Member Name	Board/Commission
Ryan Payne	Youth Advisory Board
Hwee Lee	
Julia Blunck	
Aleesa Sells	

Background/Summary:

Newly appointed board and commission members are invited to attend a Regular City Council meeting to personally accept *Certificates of Appointment* from the Mayor and City Council.

Previous Actions:

On June 10, 2014, the Council Subcommittee on Policy and Appointments recommended appointments for various boards and commissions.

On June 16, 2014, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the June 10, 2014 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On August 27, 2014, City Council adopted Resolutions making the following new board/commission appointments:

Resolution No.	Member Name	Board/Commission	Member Status	Term Expiration
2014-113	Ryan Payne	Youth Advisory Board	Regular	6/2016
	Hwee Lee		Regular	6/2016
	Julia Blunck		Regular	6/2016
	Aleesa Sells		Regular	6/2015

Options:

This is a presentation item only.

Staff's Recommendation:

That the Mayor and City Council present *Certificates of Appointment* to newly appointed board/commission members who were appointed by Resolutions at the August 18, 2014 City Council meeting.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

The newly appointed board/commission members have been invited to attend the September 16, 2014 City Council meeting to receive *Certificates of Appointment*.

Exhibit(s): There are no exhibits.

Contact Name and Number: Rhonda Geriminsky, City Clerk, 623-773-7340

Proclamation

WHEREAS, Peoria and the State of Arizona share common interests in the areas of culture, trade and economic growth; and

WHEREAS, the development of these common interests promote economic growth and the creation of additional jobs in both Arizona and Latin America; and

WHEREAS, Vicente Fox, former President of Mexico and Laura Chinchilla Miranda, Former President of Costa Rica will be visiting the State of Arizona and the City of Peoria promoting economic partnerships between Arizona and Latin America; and

WHEREAS, Peoria's Hispanic heritage is part of the growth of the city; and

WHEREAS, Economic growth and the creation of new employment opportunities in the City is a principal goal of the City:

NOW THEREFORE I Bob Barrett, Mayor of the City of Peoria, Arizona proclaim September 22 – 26, 2014 as Hispanic Heritage Week in the City of Peoria and welcome the visit of Vicente Fox, Former President of Mexico and Laura Chinchilla Miranda, Former President of Costa Rica to the City of Peoria.

Further the City of Peoria, Arizona welcomes the discussion on economic partnerships and opportunities for economic growth with our neighbors in Latin America.

Dated this _____ day of _____, 2014

Bob Barrett, Mayor

Attest:

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
August 27, 2014

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 Jon Edwards, Carlo Leone, Bill Patena, Tony Rivero and Ben Toma.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Bo Larsen, Public Information Director; Brent Mattingly, Finance and Budget Director; and John Sefton, Community Services Director.

Audience: Approximately two 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.

Councilmember Ben Toma recused himself from participating in the 5:00 p.m. Special Meeting and Executive Session due to a conflict of interest as a candidate for the Mesquite Council District.

Motion was made by Councilmember Patena, seconded by Councilmember Rivero, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

CONSENT AGENDA

CONSENT AGENDA: All items listed with a "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.

E1C. Authorization to Hold an Executive Session

Authorized the holding of an Executive Session for the purpose of discussion with legal counsel and designated representatives of the public body regarding legal issues pertaining to Ken Krieger et al. v. City of Peoria et al. pursuant to A.R.S. § 38-431.03.A.3.

ADJOURNMENT:

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

EXECUTIVE SESSION AGENDA

- E1. An Executive Session was convened immediately following the 5:00 p.m. Special City Council Meeting pursuant to A.R.S. 38-431.03 for the purpose of discussion with legal counsel and designated representatives of the public body regarding legal issues pertaining to Ken Krieger et al. v. City of Peoria et al. pursuant to A.R.S. § 38-431.03.A.3.

Clerk's Note: In accordance with A.R.S. § 38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:32 p.m.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Jon Edwards, Carlo Leone, Bill Patena, Tony Rivero and Ben Toma.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; John Sefton, Community Services Director; Corina Russo, Assistant to the City Manager and Linda Blas, Deputy City Clerk.

Audience: Approximately eight members of the public were present.

STUDY SESSION AGENDA

Subjects for Discussion Only

1. City Procurement Process

Brent Mattingly, Finance and Budget Director, provided background regarding the City's procurement process.

Katie Gregory, Deputy Finance and Budget Director, provided an overview of purchasing and procurement in the City, including:

- General purpose of the Procurement Code
- Methods of selection
- Bid thresholds
- Formal methods of selection over \$50,000
- City comparisons
- Local bid preference provision

Discussion ensued regarding job order contract thresholds.

Steve Kemp, City Attorney, provided information regarding legal issues surrounding local bid preference.

Mr. Mattingly outlined vendor resources and community outreach.

Discussion ensued regarding:

- Reduction in taxes to local vendors and related litigation
- Contracts procured that do not require Council approval because they are under \$50,000
- Procurement process used in Peoria as compared to the City of Phoenix
- Additional subcommittees in the City of Peoria

Councilmember Rivero requested the City of Peoria draft language to reflect a procurement process that more closely mirrors the City of Phoenix guidelines regulating procurement.

It was the consensus of Council to have staff draft language as suggested by Councilmember Rivero to be submitted directly to the Council.

In response to questions from Council, Mr. Kemp suggested a draft policy could be brought to the Council in November.

2. Affiliated Agency Policy

Councilmember Toma requested discussion on consideration of an Affiliated Agency Policy related to electioneering.

Steve Kemp, City Attorney, outlined the potential risks regarding 501(c)(3) organizations.

Councilmember Toma proposed the Council adopt a policy prohibiting electioneering from Affiliated Agencies of the City when at least 20 percent of the income of the 501(c)(3) is received from the City.

Discussion ensued regarding:

- Individuals donating to a political campaign when employed by a City-affiliated agency
- Whether the issue should be brought to the Council Subcommittee on Policy and Appointments

It was the consensus of Council to have a draft policy submitted on a future Study Session Agenda for discussion.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:28 p.m.

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 7:00 p.m.

Following a moment of silent reflection, Boy Scout Troop 742 led the Pledge of Allegiance.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Jon Edwards, Carlo Leone, Bill Patena, Tony Rivero and Ben Toma.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; Shawn Kreuzwiesner, Engineering Planning Manager; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 35 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.

REGULAR AGENDA

New Business:

3R. **Appointment, Council Youth Liaison**

Approved the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the following appointment and adopted the Resolution as presented:

Adopted **RES. 2014-118** appointing Ian Mullane as the Council Youth Liaison.

SWEARING IN BY PRESIDING MUNICIPAL JUDGE GEORGE ANAGNOST AND SEATING OF NEW COUNCIL YOUTH LIAISON MULLANE

Presiding Municipal Judge George Anagnost administered the Oath of Office to Council Youth Liaison Ian Mullane.

A short recess was called at 7:06 p.m. to allow for the seating of the Council Youth Liaison. Council reconvened at 7:11 p.m.

Presentation:

4. Mayor Barrett read aloud a proclamation recognizing Peoria's heritage to Peoria, Illinois and the City of Peoria, Arizona's 60th Anniversary as an incorporated City.

CONSENT AGENDA: All items listed with a "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.

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

Councilmember Rivero requested that Agenda Item 17C be removed for separate discussion.

Motion was made by Councilmember Edwards, seconded by Councilmember Patena, to approve the Consent Agenda with the exception of Agenda Item 17C. Upon vote, the motion carried unanimously 7 to 0.

5C. **Disposition of Absence**

Approved the absence of Mayor Barrett from the Special Emergency Meeting held on August 7, 2014.

6C. **Minutes**

Approved the following minutes:

- May 6, 2014 Meeting Minutes
- May 20, 2014 Meeting Minutes
- June 4, 2014 Special Meeting Minutes
- June 9, 2014 Special Meeting Minutes
- June 17, 2014 Meeting Minutes
- July 1, 2014 Meeting Minutes
- August 7, 2014 Special Emergency Meeting Minutes

7C. **Appointments, Boards and Commissions**

Approved the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopted the Resolutions as presented:

Adopted **RES. 2014-112** reappointing Jeff Nelson, to the Planning and Zoning Commission, as a regular member, and

Adopted **RES. 2014-113** appointing Ryan Payne, Hwee Lee, Julia Blunck, and Aleesa Sells, to the Youth Advisory Board, as regular members.

8C. **Right-of-Way Annexation, Lake Pleasant Parkway, Williams Road to Pinnacle Peak Road**

Adopted **ORD. 2014-33** approving the annexation of right-of-way for a portion of Lake Pleasant Parkway between Williams Road and Pinnacle Peak Road.

9C. **Right of Way Deannexation, 99th Avenue, Ironwood Drive to Sun City Boulevard Alignment**

Adopted **ORD. 2014-32** approving the deannexation of the 99th Avenue right-of-way between Ironwood Drive and the Sun City Boulevard alignment.

10C. **Rezoning, Harbor Vista, 91st Avenue and Thunderbird Road**

Concurred with the Planning and Zoning Commission's recommendation and adopted **ORD. 2014-31**, rezoning approximately 8.6 acres located at the southeast corner of 91st Avenue and Thunderbird Road from a Planned Area Development for senior multi-family residential uses to the Harbor Vista Planned Area Development for office/medical office uses.

11C. **Land Exchange, New River Trail, 78th Lane Alignment between Rose Garden Lane and Loop 101**

Adopted **RES. 2014-124** authorizing the exchange of land rights with private property owners to complete the New River Trail in the vicinity of the 78th Lane alignment between Rose Garden Lane and the Loop 101.

12C. **Intergovernmental Agreement, City of Phoenix, Records Management System Access**

Authorized the City Manager to execute an Intergovernmental Agreement with the City of Phoenix granting the City of Peoria use of the Phoenix Police Department's Records Management System through the web-based solution "RMS Explorer".

13C. **Intergovernmental Agreement Renewal, United States Department of Justice, Drug Enforcement Administration**

- (a) Authorized the renewal of an Intergovernmental Agreement with the United States Department of Justice, Drug Enforcement Administration to assign an officer to the Drug Enforcement Administration Task Force for a period of not less than two years; and
- (b) Approved a budget transfer in the amount of \$17,374.25 from the Proposed Grants Contingency Account to the Federal Drug Enforcement Administration Intergovernmental Agreement Fund Account to provide expenditure authority for overtime.

14C. **Grant, State Grants in Aid, Arizona State Library, Archives and Public Records, Library Materials**

- (a) Accepted a grant in the amount of \$8,041 from State Grants in Aid through the Arizona State Library, Archives and Public Records to update and expand the non-fiction library collection to benefit the youth and adults of the community; and
- (b) Approved a budget transfer in the amount of \$8,041 from the Proposed Grant Contingency Account to the Books, Periodicals and Subscription Program Account.

15C. **Budget Transfer, 21st Century Grant Collaboration, Peoria Unified School District**

Authorized a budget transfer in the amount of \$89,073 from the Proposed Grants Fund Contingency Account to various accounts in the AM/PM Before and After School Program to offer educational and recreational opportunities at three schools through a grant received by the Peoria Unified School District.

16C. **Investment Report for the Year Ended June 30, 2014**

Reviewed and accepted the Investment Report for the year ended June 30, 2014.

17C. **Park Maintenance Operations Benefitted Staff Change**

At the request of Councilmember Rivero, Agenda Item 17C was pulled from the Consent Agenda for separate discussion.

John Sefton, Community Services Director, presented on the request to increase park maintenance staff by increasing two part-time benefitted employees to full-time status. Mr. Sefton noted that by reclassifying two vacant higher-level positions there would be no financial impact to the budget.

Motion was made by Councilmember Rivero, seconded by Councilmember Leone, to approve the increase of park maintenance staff by 1.0 full-time equivalent (FTE) by increasing two part-time benefitted workers to full-time positions.

Upon vote, the motion carried unanimously 7 to 0.

18C. **Council Policy Amendment, CP 1-14, Youth Advisory Board Council Liaison Program**

Adopted an amendment to Council Policy CP 1-14, Youth Advisory Board Council Liaison Program, to allow 9th grade students the opportunity to participate.

19C. **Maintenance Improvement District No. 1063, Stonebridge Ranch, 97th Lane and Jomax Road**

Approved the Petition for Formation and adopted **RES. 2014-119** intention and ordering the formation of proposed Maintenance Improvement District No. 1063, Stonebridge Ranch, located at 97th Lane and Jomax Road; and adopted **RES. 2014-120** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

20C. **Maintenance Improvement District No. 1153, Caballos Del Rio, 76th Drive and Happy Valley Road**

Approved the Petition for Formation and adopted **RES. 2014-116** intention and ordering the formation of proposed Maintenance Improvement District No. 1153, Caballos Del Rio, located at 76th Drive and Happy Valley Road; and adopted **RES. 2014-117** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

21C. **Deeds and Easements, Various Locations**

Adopted **RES. 2014-115** accepting Deeds and Easements for various Real Property interests acquired by the City.

22C. **Abandonment of City Interest, Easement for Public Water Line, 111th Avenue and Butler Drive**

Adopted **RES. 2014-122** authorizing the abandonment of City interest in an Easement for Public Water Line located east of 111th Avenue, south of Butler Drive and declaring an emergency.

23C. **Abandonment of City Interest, Federal Patent Easement, Avenida del Sol and 67th Avenue**

Adopted **RES. 2014-123** authorizing the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities located south of Avenida del Sol, west of 67th Avenue and declaring an emergency.

24C. **Replat, Tierra Del Rio Parcel 2, 107th Avenue and Happy Valley Parkway**

Approved the Replat of Tierra Del Rio Parcel 2, located at 107th Avenue and Happy Valley Parkway, subject to stipulations.

25C. **Replat, Tierra Del Rio Parcel 3, 107th Avenue and Happy Valley Parkway**

Approved the Replat of Tierra Del Rio Parcel 3, located at 107th Avenue and Happy Valley Parkway, subject to stipulations.

26C. **Replat, Tierra Del Rio Parcel 12 Lot 54 and Tract C, 107th Avenue and Jomax Road**

Approved the Replat of Tierra Del Rio Parcel 12 Lot 54 and Tract C, located south of Jomax Road, west of 107th Avenue, subject to stipulations.

27C. **Replat, Camino a Lago South Unit 7 Tract G, 98th Avenue and Adam Avenue**

Approved the Replat of Camino a Lago South Unit 7 Tract G, located at 98th Avenue and Adam Avenue, subject to stipulations.

REGULAR AGENDA

New Business:

28R. **Public Hearing - Liquor Licenses, Various Locations**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the State Liquor Board for:

- (a) A New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 Northwest Grand Avenue, Foad M. Sharif, Applicant, LL#20010647; and
- (b) A Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 West Thunderbird Road, Clare H. Abel, Applicant, LL#20010744.

Mr. Mattingly advised that the properties were posted in accordance with Arizona law, all fees were paid, all reviewing Departments recommended approval and no comments were received from the public.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the requests for:

- (a) A New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 Northwest Grand Avenue, Foad M. Sharif, Applicant, LL#20010647; and
- (b) A Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 West Thunderbird Road, Clare H. Abel, Applicant, LL#20010744.

Having no requests from those present to address this item, Mayor Barrett declared the Public Hearing closed.

Council Action:

Motion was made by Councilmember Leone, seconded by Councilmember Edwards, to recommend approval to the State Liquor Board for:

- (a) A New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 Northwest Grand Avenue, Foad M. Sharif, Applicant, LL#20010647; and
- (b) A Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 West Thunderbird Road, Clare H. Abel, Applicant, LL#20010744.

Upon vote, the motion carried unanimously 7 to 0.

29R. **Code Amendment, Chapter 2, Dial-A-Ride Fare Adjustment**

Bill Mattingly, Public Works Director, provided a brief overview of the request to adjust fees charged for Dial-A-Ride services. Information included:

- Current fares
- Recommended rate adjustments
- City comparison of Dial-A-Ride rates

Motion was made by Vice Mayor Aames, seconded by Councilmember Patena, to adopt **ORD. 2014-34** amending Chapter 2 of the Peoria City Code (1992 edition) to adjust fees charged by the Public Works – Utilities Department for Dial-A-Ride program services.

Upon vote, the motion carried unanimously 7 to 0.

30R. **Intergovernmental Agreements, City of Glendale, Landfill Disposal Services and Recyclable Processing Services**

Bill Mattingly, Public Works Director, outlined the request for approval of two Intergovernmental Agreements with the City of Glendale that would allow the City of Peoria to dispose of trash materials at a convenient and cost-effective location.

Discussion ensued regarding the projected revenue for recycled materials.

Motion was made by Vice Mayor Aames, seconded by Councilmember Leone, to approve two Intergovernmental Agreements with the City of Glendale for Landfill Disposal Services and Recyclable Processing Services.

Upon vote, the motion carried unanimously 7 to 0.

31R. Special Events Funding Request, 2015 Multicultural Music Festival

John Sefton, Community Services Director, presented on the request for special event affiliate status and funding for the 2015 Multicultural Music Festival sponsored by the Northwest Black History Committee.

Motion was made by Councilmember Rivero, seconded by Councilmember Patena, to:

- (a) Authorize a special event affiliate status and funding request for the 2015 Multicultural Music Festival in the amount of \$29,000; and
- (b) Approve a budget transfer in the amount of \$29,000 from the General Fund Contingency Account to the Special Events Other Professional Services Account.

Upon vote, the motion carried 6 to 1, with Mayor Barrett voting “no”.

32R. Community Services Master Plan

John Sefton, Community Services Director, presented regarding the Community Services Master Plan.

Stacey Weaks, Registered Landscape Architect with Norris-Design, provided a PowerPoint presentation outlining:

- Community engagement process
- Master Plan approach and timeline
- Planning integration
- Inventory and conditional assessment
- Mapping and level of service analysis
- Components of the Plan
 - Areas of focus
 - Strategic recommendations
- Key actions items
 - Park and facility priorities
 - Marketing and promotion
 - Parks
 - Paths and trails
 - Open space coordination

Discussion ensued regarding right-of-way maintenance.

Motion was made by Councilmember Edwards, seconded by Councilmember Toma, to adopt the Community Services Master Plan.

Upon vote, the motion carried unanimously 7 to 0.

33R. Vistancia West Community Facilities District Formation

Brent Mattingly, Finance and Budget Director, presented regarding the proposed formation of the Vistancia West Community Facilities District (CFD).

Mr. Mattingly outlined the following:

- Trilogy West development timeline
- Zoning stipulation and tax rate concerns
- Key terms of the CFD agreement
- Homeowner disclosure
- Impact of additional tax rate to property owners
- CFD risk factors and security
- Administrative requirements
- Resolution for formation of the new CFD
- District development
- Financing participation
- Next steps

Discussion ensued regarding the complexities involved in the expansion of an existing Community Facilities District.

Motion was made by Councilmember Leone, seconded by Councilmember Toma, to adopt **RES. 2014-125** ordering and declaring formation of the Vistancia West Community Facilities District and approving and authorizing the execution and delivery of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District).

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

34. **Council Calendar**

35. **Reports**

- A. John Sefton, Community Services Director, provided information to Council related to the 2015 Fine Art Grant Recipients.
- B. John Sefton, Community Services Director, provided information on the following awards received from the Arizona Parks and Recreation Association:

- Pioneer Park recognized in the category of Best New Facility for populations over 100,000
- Peoria Arts and Cultural Festival in association with the Peoria Unified School District received the Partnership Award
- A joint award, submitted by the City of Glendale, for Party for the Planet in the Outstanding Educational Program category

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone introduced the new Deputy Police Chief, Benny Piña. Councilmember Leone congratulated Ian Mullane on his appointment as a Council Youth Liaison.

Councilmember Toma reported on the various City of Peoria activities he attended. Councilmember Toma welcomed Benny Piña, Deputy Police Chief, and Council Youth Liaison Mullane.

Councilmember Edwards reported on the various City of Peoria activities he attended. Councilmember Edwards reported on the dedication of the Sunset Heights Elementary School.

Council Youth Liaison Mullane thanked the Council and staff for their support and the opportunity to serve as liaison to Council. Mr. Mullane reported on his attendance at the 2014 League of Cities and Towns Annual Conference.

Councilmember Patena reported on the various City of Peoria activities he attended. Councilmember Patena welcomed Benny Piña, Deputy Police Chief, and Council Youth Liaison Mullane.

Reports from the Mayor:

Mayor Barrett reported on the groundbreaking for the West Valley Casino and Resort to be held at the site located southeast of the Loop 101 and Northern Avenue on August 28, 2014 at 9:00 a.m.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:35 p.m.

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 27th day of August, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of September, 2014.

(Seal)

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
September 8, 2014

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.

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

Members Present: Mayor Pro Tem Jon Edwards; Councilmembers Carlo Leone, Bill Patena and Ben Toma.

Members Absent: Mayor Bob Barrett, Vice Mayor Ron Aames and Councilmember Tony Rivero.

Council Youth Liaison Absent: Ian Mullane

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Corina Russo, Assistant to the City Manager and Linda Blas, Deputy City Clerk.

Audience: Approximately five members of the public were present.

Regular Agenda

New Business

1. **Canvass of August 26, 2014 Primary Election**

Rhonda Geriminsky, City Clerk, provided a brief overview of the request to approve the official Canvass of Election for the August 26, 2014 City of Peoria Primary Election.

Motion was made by Councilmember Toma, seconded by Councilmember Patena, to adopt **RES. 2014-129** approving the official Canvass of Election for the August 26, 2014 City of Peoria Primary Election. Upon vote, the motion carried unanimously 4 to 0.

Ms. Geriminsky presented Certificates of Election to the following candidates:

- Mayor Cathy Carlat
- Acacia District Vicki Hunt
- Pine District Carlo Leone

Palo Verde District candidates, Ron Aames and Michael Finn, were not in attendance to receive their Certificates of Nomination for the City of Peoria General Election to be held on November 4, 2014.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:07 p.m.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, 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 8th day of September, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of September, 2014.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: August 19, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, CMC, City Clerk
THROUGH: Susan Daluddung, Deputy City Manager
SUBJECT: Board and Commission Appointments/Reappointments

Purpose:

This is a request for City Council to appoint/reappoint board and commission members as recommended by the Council Subcommittee on Policy and Appointments as follows:

Appointments

Board/Commission	Name	Term Expiration
Arts Commission	Scott Campbell	June 2018
	Joshua Shafer	June 2016
Youth Advisory Board	Jacky Hao	June 2015

Background/Summary:

The Council Subcommittee makes recommendations for board and commission membership based on term expirations and vacancies from resignations or changes to member eligibility status.

Previous Actions:

On August 18, 2014, the Council Subcommittee on Policy and Appointments recommended appointments/reappointments to various boards and commissions.

On August 19, 2014, a memorandum was submitted to Mayor and Council, outlining the appointment recommendations from the August 18, 2014 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

- A.** Appoint/reappoint recommended board and commission members.
- B.** Continue recruitment efforts to fill board and commission vacancies.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments/reappointments and adopt the Resolutions as presented:

Adopt RES. 2014-127 appointing Scott Campbell and Joshua Shafer, to the Arts Commission, as regular members, to terms to expire June 2018 and June 2016, respectively, and

Adopt RES. 2014-128 appointing Jacky Hao to the Youth Advisory Board, as an alternate member, to a term to expire June 2015.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, the newly appointed board and commission members will be invited to attend the October 7, 2014 City Council meeting to accept Certificates of Appointment.

Exhibit(s):

Exhibit 1: Resolution No. 2014-127

Exhibit 2: Resolution No. 2014-128

Contact Name and Number: Rhonda Geriminsky, CMC, City Clerk, 623-773-7340

RESOLUTION 2014-127

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING SCOTT CAMPBELL AND JOSHUA SHAFER TO THE ARTS COMMISSION AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, the term for Jack Lytle expired in June 2014 and Eva Osuna has resigned from the Arts Commission and there exists two vacancies; and

WHEREAS Scott Campbell and Joshua Shafer desire to be members of and appointed to the Arts Commission; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm said appointments of Scott Campbell and Joshua Shafer, as regular members, to the City of Peoria Arts Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Scott Campbell and Joshua Shafer are appointed as regular members to the City of Peoria Arts Commission.

BE IT FURTHER RESOLVED that said appointments shall expire as follows:

Scott Campbell	June 2018
Joshua Shafer	June 2016

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 16th day of September 2014.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

RESOLUTION NO. 2014-127
Page 2 of 2

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2014-128

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING JACKY HAO TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Michael Helt was reappointed from an alternate member to a regular member and there exists one alternate vacancy; and

WHEREAS Jacky Hao desires to be a member of and appointed to the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm said appointment of Jacky Hao, as an alternate member, to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Jacky Hao is appointed as an alternate member to the City of Peoria Youth Advisory Board.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Jacky Hao

June 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 16th day of September 2014.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

RESOLUTION NO. 2014-128
Page 2 of 2

Approved as to Form:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: September 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Chief of Police 

SUBJECT: Authorization to accept \$10,100 from the Arizona Attorney General's Office of Victim Services Victims' Rights Program (VRP)

Purpose:

This is a request for the City Council to accept \$10,100 from the Arizona Attorney General's Office of Victim Services for Peoria's participation in the FY15 Victims' Rights Program (VRP).

Background/Summary:

The Peoria Police Department desires to continue participation in the Arizona Attorney General's Office of Victim Services Victims' Rights Program (VRP) that provides notification services to victims of crime and funds personnel to staff the Victim Assistance Program. The Peoria Police Department has been awarded \$10,100 in grant funding. This award would provide funding to support operational expenses and for personnel to deliver direct services to victims of crime.

By combining this grant with funds awarded through the Arizona Criminal Justice Commission (ACJC) and the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA), the Department will be able to fund operational expenses related to notifying victims of their rights and personnel expenses related to providing crisis intervention, support, and referrals to crime victims. This advocacy is made available to victims from the time a crime occurs until the case is closed or submitted for prosecution.

With continued participation in the Victims' Rights Program, the Peoria Police Department will be able to continue addressing the emotional and informational needs of victims of crime.

Previous Actions:

This is the eighth year that the Attorney General's Office has awarded funds to the Peoria Police Department for participation in the Victims' Rights Program.

Options:

A. Accept the awarded grant and continue to participate in the Arizona Attorney General's Office of Victim Services Victims' Rights Program (VRP) and request a budget adjustment of \$10,100 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims' Rights Program (VRP) Grant account (7450-7700-510000).

B. Do not accept the awarded grant and suggest alternate funding sources for the Victim Assistance Program.

Staff's Recommendation:

Accept \$10,100 from the Arizona Attorney General's Office of Victim Services for Peoria's participation in the Victims' Rights Program (VRP) and request a budget adjustment of \$10,100 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims' Rights Program (VRP) Grant account (7450-7700-510000). This would provide funding for operational expenses and a fixed term position with benefits to provide services to victims of crime.

Fiscal Analysis:

Request a budget adjustment of \$10,100 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims' Rights Program (VRP) Grant account (7450-7700-510000).

Narrative:

Once approved by City Council, the grant will be accepted and executed as needed.

Exhibit 1: Award letter from the Office of the Arizona Attorney General announcing FY15 funding.

Contact Name and Number: Brenda Hope, x.7072



State of Arizona
Office of the Attorney General
FY 2015 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2015-050

RECIPIENT

<i>Name:</i>	Peoria Police Department
<i>Contract:</i>	Brenda Hope
<i>Address:</i>	P.O. Box 340, Peoria, AZ. 85345
<i>Award Amount:</i>	\$10,100.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Non-County Law Enforcement (No Custodial) as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2014, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2014 and terminate June 30, 2015. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

- I. The Contractor agrees:
 - A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
 - B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the Program Guidelines - Section IV, and as specified in Contractor's approved \$10,100.00 award budget as follows:
 Personnel: \$7,860.00 ERE/Benefits: \$1,229.00
 Title: Victim Advocate Percent: 53%
 Consulting: \$0.00
 Operating: \$1,011.00 postage, stationery/envelopes, photocopying/copier
 Equipment: \$0.00
 - C. To complete and submit, on or before August 14, 2015, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
 - D. To comply with FY 2015 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
 - E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
 - F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.
 - G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
 - H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.
 - I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
 - J. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.
- II. It is further agreed between the parties as follows:
 - A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.
 - B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
 - C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2015, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 - D. Any and all award funds not expended by June 30, 2015, will be returned to the Attorney General.
 - E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____

 Jerry Connolly, Procurement Manager

 Date:

FOR THE CONTRACTOR: _____

 Authorized Signature

 Date:

 Printed Name and Title

ATTEST: _____

 Clerk of the Governing Board (if applicable)

 Date:

APPROVED AS TO FORM: _____

 Legal Counsel (if applicable)

 Date:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: September 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Jr., Chief of Police

SUBJECT: Authorization to accept six grants from the Governor's Office of Highway Safety (GOHS) totaling \$145,646

Purpose:

This is a request for City Council to authorize the acceptance of funding from the Governor's Office of Highway Safety for six grants to include: DUI/Impaired Driving Enforcement (\$25,000); Pedestrian, Bicycle and School Zone Safety Enforcement, Equipment, and Education (\$31,813); Selective Traffic Enforcement, Education and Equipment (\$34,813); Accident Investigation Equipment and Training (\$32,968); Occupant Protection Enforcement and Education (\$8,200) and Motorcycle Safety Equipment and Education (\$12,852).

Background/Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$145,646. This funding has been provided for the six grants detailed below.

GOHS has provided funding in the amount of \$25,000 for DUI/Impaired Driving Enforcement. This funding includes participation in multi-agency DUI Task Force operations, and conducting intensive patrols during events that have experienced increased DUI incidents (i.e., Memorial Day Weekend, Fourth of July, etc.).

GOHS has provided funding in the amount of \$31,813 for Pedestrian, Bicycle and School Zone Enforcement, Equipment, and Education. This funding includes partnering with the Peoria Unified School District to host four bicycle safety rodeos for children and their families, conducting enhanced enforcement activities at schools during spring break and during the start of the school year, and providing school safety education for motorists and children.

GOHS has provided funding in the amount of \$34,813 for Selective Traffic Enforcement, Education and Equipment. This funding will be used to enhance speed enforcement and education throughout the city of Peoria.

GOHS has provided funding in the amount of \$32,968 for Accident Investigation Equipment and Training Software. This funding has been provided for the purchase of virtual licenses and training software packages to be used in the investigation of all serious injury and fatal vehicle collisions within the city of Peoria.

GOHS has provided funding in the amount of \$8,200 for Occupant Protection Enforcement and Education. This funding includes engaging in educational activities by teaching at local high schools and presenting at public and department sponsored events.

GOHS has provided funding in the amount of \$12,852 for Motorcycle Safety Equipment and Education. This funding will educate both novice and experienced riders about the inherent safety concerns surrounding the operation of motorcycles.

These grants are reimbursable quarterly, and provide funding through September 2015. Media releases emphasizing the importance of these programs and specifying that funding is provided by the Governor's Office of Highway Safety will be developed and distributed.

Previous Actions:

City Council has previously accepted grants from the Governor's Office of Highway Safety. This will be the 11th consecutive year that the Peoria Police Department has received grant funding from the Governor's Office of Highway Safety.

Options:

A: Accept six grant awards with funding totaling the amount of \$145,646 from the Governor's Office of Highway Safety and approve a budget adjustment in the amount of \$145,646 from the Proposed Grants Contingency Account to the Governor's Office of Highway Safety Grant Accounts.

B: Choose not to accept the six grants from the Governor's Office of Highway Safety which would reduce the total number of hours and materials used for enforcement and education efforts in the city of Peoria.

Staff's Recommendation:

Authorize the City Manager to accept \$145,646 from the Governor's Office of Highway Safety (GOHS) to be used by the Peoria Police Department for various enforcement and education efforts.

Fiscal Analysis:

Request a budget adjustment of \$145,646 from the Proposed Grants Contingency account (7990-7990-570000) to the Governor’s Office of Highway Safety Grant Accounts (7515-7765-various), thus providing expenditure authority in the amount of \$145,646. The accounts are as follows:

Account #	Description	Amount
7515-7765-510200	Wages-Overtime	\$89,431
7515-7765-522099	Promotional Items	\$4,750
7515-7765-522501	Advertising	\$5,400
7515-7765-530003	Computer Hardware	\$3,213
7515-7765-530019	Operational Supplies/Equipment	\$9,884
7515-7765-542007	Capital Outlay - Software	\$32,968
Total		\$145,646

Narrative:

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

- Exhibit 1:** Grant Contract 2015-405d-012 (DUI/Impaired Driving Enforcement)
- Exhibit 2:** Grant Contract 2015-PS-002 (Pedestrian, Bicycle and School Zone Safety Enforcement, Equipment, and Education)
- Exhibit 3:** Grant Contract 2015-PT-027 (Selective Traffic Enforcement, Education and Equipment)
- Exhibit 4:** Grant Contract 2015-AI-004 (Accident Investigation Equipment and Training)
- Exhibit 5:** Grant Contract 2015-OP-005 (Occupant Protection Enforcement and Education)
- Exhibit 6:** Grant Contract 2015-2010-001 (Motorcycle Safety Equipment and Education)

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

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.616

1. APPLICANT AGENCY Peoria Police Department (PPD)		GOHS CONTRACT NUMBER: 2015-405d-012
ADDRESS 8351 W. Cinnabar Ave, Peoria, Arizona 85345		PROGRAM AREA: 405
2. GOVERNMENTAL UNIT City of Peoria		AGENCY CONTACT: Sgt James Willis
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345		3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime
4. GUIDELINES: 405d – DUI/Impaired Driving		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405 funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Peoria.		
6. BUDGET COST CATEGORY		Project Period FFY 2015
I. Personnel Services		\$25,000.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$25,000.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to 160,504 in 2013. This dramatic growth in population has resulted in a significant increase in vehicle traffic on the City of Peoria roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. The City of Peoria is bisected by four state highways, which makes Peoria a highly accessible location. Currently, there are more than 583 linear of miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$74,985 per year (2012 City Highlights, Peoria Economic Development Services). The Peoria Police Department consists of 292 employees who support a strong Community Oriented Policing philosophy, which shapes the way the Peoria Police Department conducts daily business. With 191 authorized sworn positions, the Peoria Police Department has approximately 1.18 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

Agency Problem:

The Peoria Police Department proposal is requesting grant funding for DUI/Impaired Driving enforcement overtime to participate in DUI saturation patrols including DUI Task Force operations throughout the year. The DUI task force is an effective enforcement strategy involving multiple police agencies working together to remove impaired drivers from Peoria roadways during holiday periods and throughout the year. The Peoria Police Department continues to implement enforcement that stems from impaired driving; and continue its contribution to the DUI Task Force, which promotes roadway safety throughout City of Peoria. Additional funding for DUI overtime is requested to conduct continue DUI enforcement activities throughout the year.

Impaired drivers continue to be an area of concern for the Peoria Police Department. For years, the Peoria Police Department has been working diligently to deal with the DUI/Impaired Driving offenses originating from the bars and restaurants in the Peoria Entertainment District. The development of the Southern Entertainment District along the southern border of Peoria and Glendale added to the communities DUI enforcement challenges. Sporting events at the University of Phoenix Stadium or concerts at Jobing.com Arena bring their own challenges. The egress plan for these events direct traffic north on 91st Avenue and 99th Avenue to Northern Avenue which is the southern portion of the City of Peoria; also, factored in is the recent growth in the northern portion of the City of Peoria (in the area of 8300 W. Deer Valley) that has brought us more businesses that serve alcohol.

In February 2015, Arizona will be hosting the Super Bowl XLIX at the University of Phoenix Stadium, which is located at in Peoria's southern border. Activities related to the Super Bowl will most certainly bring an increase in alcohol sales and consumption. This event will have a significant impact on police staffing throughout the Valley, but particularly West Valley agencies. The Peoria Police Department's success in actively pursuing DUI/Impaired Driver offenders and providing education to the public has been made possible by the funds provided by GOHS. Without this funding, the Peoria Police Department would be less effective in the attempts to address these serious traffic problems.

Agency Attempts to Solve Problem:

The Peoria Police Department works diligently to address the problems that stem from impaired driving. Utilizing predictive policing during special events, such as Spring Training, the City of Peoria has authorized limited overtime for officers. The Peoria Sports Complex is the Spring Training and player development home of the San Diego Padres and Seattle Mariners, which equates to a large influx of citizens and visitors into the nearby Peoria Entertainment District. Whenever the Peoria Police Department identifies a large scale event where alcohol consumption will take place, additional Peoria Police Officers are provided to detect and apprehend impaired drivers. Not only does the Peoria Police Department identify special events in the City of Peoria, but also in the neighboring City of Glendale. Glendale's major entertainment area, Westgate City Center, is just south of Peoria. Sports and entertainment events, as well as traffic from restaurants and bars create more DUI drivers in Peoria.

Although the Peoria Police Department has dedicated two traffic officers to focus on DUI enforcement during the evening hours, regular staffing is challenged to proactively address impaired driving. The Peoria Police Department DUI enforcement efforts are enhanced through our participation in the West Side DUI Task Force. Last year the Peoria Police Department Officers participated in 26 task force events, which yielded very positive results. The Peoria Police Department also hopes to continue "saturation patrols"; which involve bringing in additional enforcement officers to assist in apprehending DUI offenders.

Although Peoria Police Department does not have a structured DUI education program, the Peoria Police Department acknowledges the importance of DUI education, especially for youth. The Peoria Police Department now has School Resource Officers (SRO) in all four (4) high schools, and each of the high schools has a driving program and a law enforcement program. Through the partnership that has been built with the Peoria Unified School District and the Peoria Police Department there is a continued effort to assist in providing officers to teach traffic safety and DUI education.

Agency Funding:

Federal 405 funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The Peoria Police Department plans to utilize grant funding for DUI/Impaired Driving enforcement overtime throughout the federal fiscal year by participating in DUI Task Force details and DUI saturation patrols. Also, the Peoria Police Department will continue to monitor the DUI enforcement program; and will continually report necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Peoria Police Department will continue to increase the public's awareness associated with the dangers of drinking and driving; and continue to provide training and updates on DUI laws to Peoria Police Department Officers.

The Peoria Police Department will meet the DUI/Impaired Driving enforcement objectives as follows:

- Conduct aggressive DUI enforcement the days leading up to and on Super Bowl Sunday (2015).
- Conduct a DUI Enforcement detail targeting Memorial Day traffic between May 29 and May 31, 2015.

- Conduct Media Campaign – Working with our Public Information Officer, Peoria Police Department will launch a media campaign announcing the GOHS award and providing information about upcoming DUI enforcement projects. The campaign, which will target television, radio, and print media, will also stress the consequences of impaired driving.
- Conduct West Valley DUI Task Force events – Working with West Valley police departments, Peoria Police Department will develop a task force schedule and secure the commitment of needed resources by participating jurisdictions. Peoria will host three (3) West Valley Task Force events and participate in at least 70% of the West Valley DUI task force events.
- DUI Education Program – Collaborate with the driving instructors at the City of Peoria’s four high schools and the school resource officers to develop an educational program. Included as part of the curriculum will be materials from the “Fatal Vision” program, which focuses on the physical impairments caused by consuming alcohol.
- Schedule a presentation at each high school, with the goal of conducting training just prior to Spring Break and/or Senior Prom activities.

GOALS/OBJECTIVES:

Federal 405 funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Peoria.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for DUI/Impaired Driving Enforcement and Education Activities

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Roy Minter, Chief, Peoria Police Department, shall serve as Project Director.

James Willis, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget

- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$25,000.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$25,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$25,000.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035 Fax Number: (623) 773-7015

E-mail Address: Teresa.Corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344 Fax Number: (623) 773-7033

E-mail Address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: [REDACTED]

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Roy Minter, Chief
Peoria Police Department

*Signature of Authorized Official of
Governmental Unit:*

Carl Swenson, City Manager
City of Peoria

Date

Telephone

Date

Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Peoria Police Department (PPD)	GOHS CONTRACT NUMBER: 2015-PS-002
ADDRESS 8351 W. Cinnabar Ave, Peoria, Arizona 85345	PROGRAM AREA: 402-PS
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt Russ Scarborough
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE:
4. GUIDELINES: 402-Pedestrian, Bicycle and School Zone Safety (PS)	Pedestrian, Bicycle, and School Zone Safety Overtime Enforcement, Equipment and Education

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Professional/Outside Services: Electronic Billboard Advertisement, Materials/Supplies: School Zone and Bicycle Safety Promotional Items and Supplies, Capital Outlay: Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets to enhance Bicycle and School Zone Safety Enforcement and Education throughout the City of Peoria.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$19,485.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$1,800.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$2,500.00
VII. Capital Outlay	\$8,028.00
TOTAL ESTIMATED COSTS	\$31,813.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$31,813.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to 160,504 in 2013. This dramatic growth in population has resulted in a significant increase in vehicle traffic on the City of Peoria roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. The City of Peoria is bisected by four state highways, which makes Peoria a highly accessible location. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$74,985 per year (2012 City Highlights, Peoria Economic Development Services). The Peoria Police Department consists of 292 employees who support a strong Community Oriented Policing philosophy, which shapes the way the Peoria Police Department conducts daily business. With 191 authorized sworn positions, the Peoria Police Department has approximately 1.18 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

Agency Problem:

The Peoria Police Department proposal is requesting grant funding for Pedestrian, Bicycle, and School Zone Safety Overtime Enforcement, Equipment, and Education; including the purchase of Professional/Outside Services: Electronic Billboard Advertisement, Materials/Supplies: School Zone and Bicycle Safety Promotional Items and Supplies, Capital Outlay: Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets. The Peoria Police Department continues to implement enforcement that stems from Pedestrian, Bicycle, and School Zone safety; and will continue its contribution by educating the public of roadway safety throughout the City of Peoria.

Pedestrian, Bicycle, and School Zone Safety is another leading cause of serious injury and property damage in the State of Arizona. The human factor has been consistently identified in reducing Pedestrian, Bicycle, and School Zone incidents, by consistently using bike helmets and adhering to safety laws to prevent serious injury. The Pedestrian, Bicycle, and School Zone Safety Enforcement and Education strategy has been proven to significantly reduce the chance of injuries of pedestrians and cyclists. For these reasons, the Peoria Police Department is requesting grant funding to continue enforcement, education, and public awareness activities that focus on Pedestrian, Bicycle, and School Zone Safety, these programs are as follows:

- The Back to School enforcement project, which targets drivers around Peoria schools and school bus stops at the beginning of the school year and after spring break.
- The School Bus Safety project, where Peoria Police Department Officers work with the Peoria Unified School District to identify locations experiencing violations of school bus loading and passing laws.
- The School Safety Education project, which educates Peoria motorists about traffic laws pertaining to school zones and school buses.

- The School Zone Speed enforcement project, where Peoria Police Department Officers (sometimes in plain clothes) monitor traffic speed around schools.
- The Bicycle Safety Education project, where Peoria Police Department Officers educate children about various aspects of bicycle safety, and providing safety information for parents.
- The Bicycle Safety Rodeo project in partnership with GOHS, the Peoria Unified School District, Safe Kids, local merchants, community groups, parents, and children to promote the State's largest bicycle safety program.

For years, the Peoria Police Department has put a great deal of emphasis on school traffic safety. Each year, the Peoria Police Department conducts a Back to School campaign designed primarily to deter improper driving around Peoria local schools; and find these campaigns particularly effective immediately following break periods, such as the summer, fall and spring breaks. Deterrence is accomplished through education and by one-on-one contact with Peoria motorists. This campaign also includes enforcement efforts, which come with a strong message that the safety of our children is paramount. The Peoria Police Department is concerned with the motorists who fail to follow traffic laws relating to school safety.

The Peoria Police Department has been successful in maintaining personal relationships with Peoria schools through the assignment of Peoria Police Department Officers from the Traffic Services Unit (TSU) to each of K-8 schools. One benefit of this program has been the rapid detection of any emerging challenges, and the ability to address the challenges before they become problems. The Peoria Police Department Officers continue to witness the potential for harm to young children as they travel on their bicycles and the Peoria Police Department would like to continue the educational/awareness approach to solving this problem.

Agency Attempts to Solve Problem:

The City of Peoria has addressed the problems that stem from vehicular traffic conflicting with pedestrians and bicycles operated by children. The City of Peoria Traffic Engineering Department has a full-time employee with the primary focus of working with Peoria schools to establish safe routes to schools, traffic ingress/egress plans, and school zone safety plans. The Peoria Police Department has assigned traffic officers to work with the staff at their assigned K-8 schools to identify emerging challenges, and to address them before they become problems. Addressing challenges typically starts with providing education and information to students and parents. The Peoria Police Department has worked diligently with the schools and the Peoria Traffic Engineering Department to create flyers that have been sent home with children. The Peoria Police Department has focused on traffic enforcement in school areas and has issued citations as warranted.

In 2011, Westwing Elementary School faced a traffic safety challenge due to the high number of vehicles dropping off children each day, coupled with the design of the school's parking lot. Working in partnership with the City of Peoria Parent Teacher Association, the Peoria Police Department-Traffic Services Unit developed a "walking school bus" program that was named Walking Wednesdays. This program featured Peoria Police Department Officers, school personnel, community partners, parents, and children walking to school using established safe routes. After implementing the City of Peoria walking school bus program, school staff reported that the traffic problems were substantially decreased.

Working in collaboration with Peoria Traffic Engineering Department, Peoria Police Department Officers have worked diligently with schools to create educational flyers that have been sent home with children. Also, the Peoria Police Department has focused on traffic enforcement in school areas, and has posted plain clothes officers to monitor activity in school zones. During the first two weeks of the school year and following fall and spring breaks, Peoria Police Department strives to educate motorists about the hazards of speeding around

schools and parking improperly, which create hazardous situations. When Peoria Police Department Officers see parking violations during the first two weeks of school, educational flyers are handed-out rather than issuing citations. The hope is to gain voluntary compliance throughout the rest of the school year. The Peoria Police Department has had great success through this approach over the past two school years.

For the past four years Peoria Police Department–Traffic Services Unit (TSU) officers have volunteered to assist in training local school crossing guards. Through hours of coordination last year, Peoria Police Officers were able to provide important training regarding traffic laws that pertain to school zones and bus safety to more than 200 school crossing guards who attended a day of training here in Peoria. The Peoria Police Department will continue to provide this important service.

As some of the new roadways have been opened in the City of Peoria, the Peoria Police Department has addressed the anticipated challenges by concentrating enforcement efforts over a short period of time. Although concentrated enforcement can be effective, extended and ongoing enforcement is problematic due to costs and staffing limitations. School zone and school bus safety education is a way to ensure the ongoing safety of children. The Peoria Police Department will continue to educate motorists about the hazards of driving too quickly around schools and school zones, and the need to be aware of children in those locations.

In partnership with the San Diego Padres and the Seattle Mariners, the Peoria Police Department now promote school traffic safety at each of our MLB Spring Training games at the Peoria Sports Complex during the month of March. Safety messages are prominently displayed on the scoreboard during each game. In 2010, the Peoria Police Department used roadside electronic billboards to display messages pertaining to school traffic safety. The Peoria Police Department estimated that during a 30 day period more than one million vehicles saw these important messages at least once.

For the past four years, the Peoria Police Department has partnered with GOHS on a Bicycle Safety initiative. In January 2014, the Peoria Police Department hosted a Bicycle Safety Rodeo. This was the culminating event for Peoria Police Department Bicycle Safety Partnership, which involved hours of coordination, collaboration, and preparation. Peoria schools (K-8) within the City of Peoria, including surrounding cities, shared in Peoria PD's excitement, and allowed Peoria Police Officers to present bicycle safety information to all K-8 students (more than 20,000 students). A Public Safety Announcement video was produced and distributed to each school to share with their students. Educational materials (coloring books focusing on Bicycle Safety for younger kids and comic books for the older children) were provided to students. Additional materials were sent home with students. Students ages five through twelve were invited to attend the Bicycle Safety Rodeo, so they could put what they learned into practice. Approximately 1,232 people attended the 2014 Bicycle Safety Rodeo. More than 432 school age children participated in the skills challenge, practiced what they learned during classroom presentations, and remained at the event for other family oriented activities. The Peoria Police Department Bicycle Safety event still proves to be the largest bicycle rodeo in the State of Arizona.

Since the first Bike Rodeo in January 2011, the Peoria Police Department has grown immensely. The Peoria Police Department now has more than 40 partners who share in enthusiasm and help to make the Rodeo possible. Even more exciting is the fact this year the Peoria Police Department reached out to more than 20,000 kids to provide bike safety education. This is an increase of 335% in just two years! The Peoria Police Bicycle Officers/Team has begun to share the mission of educating children about bike safety.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Professional/Outside Services: Electronic Billboard Advertisement, Materials/Supplies: School Zone and Bicycle Safety Promotional Items and Supplies, Capital Outlay: Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets to enhance Bicycle and School Zone Safety Enforcement and Education throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The Peoria Police Department plans to utilize grant funding to support Pedestrian, Bicycle, and School Zone Safety Overtime Enforcement, Equipment, and Education; including the purchase of Professional/Outside Services: Electronic Billboard Advertisement, Materials/Supplies: School Zone and Bicycle Safety Promotional Items and Supplies, Capital Outlay: Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets. The Peoria Police Department will continue the Bicycle Safety Partnership by focusing on the following objectives:

- Launch a media campaign announcing the grant award and focusing on the importance of pedestrian, bicycle and school zone safety prior to October 31, 2015.
- Operate the Back to School enforcement project in March 2015 as children return to school from Spring Break.
- Operate the Back to School enforcement project in August 2015 as children return to school following the Summer Break.
- Conduct a sustained School Traffic Safety Enforcement program that is multi-faceted and innovative.
- Enhance the Peoria Police Department Bicycle Safety Partnership and secure the commitment of resources from identified partners by January 1, 2015.
- Procure necessary educational materials prior to January 1, 2015.
- Procure necessary equipment (bicycle helmets, promotional materials, etc.) prior to mid January 2015.
- Host four (4) Bicycle Rodeos for children and their families utilizing Peoria local high schools and their feeder elementary schools prior to September 30, 2015.
- Produce an electronic billboard PSA promoting school traffic safety to run for 30 days during the month of July (just before the new start of school).
- Conduct Media Campaign:
 - Working with the Peoria Police Department Public Information Officer, which will launch a media campaign focused on School Traffic, Pedestrian and Bicycle safety. The campaign will target television, radio, and print media.
 - Local media will provide news coverage of the Bicycle Rodeos.
 - Create a digital billboard PSA to run for 30 days prior to the start of the new school year on a prominent roadway. The Peoria Police Department will work with local high schools to produce the slogan and creative message.

- School Bus Safety:
 - Peoria Police Department Officers will conduct enforcement activities around school bus stops based upon input and feedback from the Peoria Unified School District Transportation Department and officer observation.
- School Zone Speed Enforcement:
 - Teams of Peoria Police Department Officers will be scheduled to conduct school zone speed enforcement activities during the start and release times for our schools.
- Procure Police Mountain Bikes:
 - Purchase two police Mountain Bikes that Peoria Police Department Officers will use for the demonstration of safe riding skills and behaviors during each of our four bicycle safety rodeos.
- School Safety Education:
 - The Peoria Police Department will continue public education campaign targeting motorists by posting educational messages on dynamic message boards along our streets, during Spring Training games at the Peoria Sports Complex and at other opportunities.
- Back to School Enforcement:
 - The Peoria Police Department will schedule teams of Peoria Police Officers to conduct enforcement activities around Peoria schools during the week following Spring Break (March 2015), and during the start of the next school year (August 2015).
- Present Educational Information at schools in Peoria (K-8):
 - The partnership will provide educational materials (production costs absorbed by the Peoria Police Department).
 - Approved safety materials will be distributed to children and their parents.
 - Children will be invited to attend the Bicycle Rodeo.
 - High School NJHS programs will be invited to assist as mentors
- Procure Equipment for the Bicycle Rodeo:
 - Purchase approximately 350 bicycle helmets that will be provided (free of charge) to children who are in need of them.
 - Purchase promotional items (water bottles, school items, stickers, etc.).
 - Secure materials needed to set up our bicycle courses (traffic cones, barrier tape, signs).
- Host the Bicycle Rodeos:
 - These events will be publicized by the media, mailers and e-mail. The Peoria Police Department will ensure that all stakeholders and partners participate and are recognized.
 - A free bicycle safety check (including minor repairs) will be available for participants.
 - The Peoria Police Department-TSU and patrol officers will provide demonstrations.
 - Participants will have the opportunity to ride through a structured bicycle safety skills course which will focus on safe riding.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Professional/Outside Services: Electronic Billboard Advertisement, Materials/Supplies: School Zone and Bicycle Safety Promotional Items and Supplies, Capital Outlay: Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets to enhance Bicycle and School Zone Safety Enforcement and Education throughout the City of Peoria.

Expenditures of funding pertaining to the PS/Pedestrian, Bicycle Safety, and SB/School Zone Safety Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Pedestrian, Bicycle, School Zone Safety Program Goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian, Bicycle, School Zone Safety Program Goal is to reduce the incidence of pedestrian and bicycle fatalities and injuries on roadways and in School Zones through enforcement, education and public awareness throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Pedestrian, Bicycle, School Zone Safety in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Pedestrian, Bicycle, and School Zone Safety Overtime Enforcement and Education Activities

Professional and Outside Services – To support/purchase/procure Professional and Outside Services for Pedestrian, Bicycle, and School Zone Safety Enforcement and Education Activities by purchasing/procuring the following:

Electronic Billboard Advertisement

Materials and Supplies – To purchase/procure the following Materials and Supplies for Pedestrian, Bicycle, and School Zone Safety Enforcement and Education Activities:

School Zone and Bicycle Safety Promotional Items and Supplies

Capital Outlay – To purchase/procure the following Capital Outlay for Pedestrian, Bicycle, and School Zone Safety Enforcement and Education Activities:

Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Peoria Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Peoria Police Department further agrees to dispose of this equipment using the Peoria Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Peoria Police Department can refer to that of the state. The Peoria Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Peoria Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Peoria Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Peoria Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Two (2) Police Mountain Bikes and Three-Hundred Fifty (350) Bicycle Helmets].

Decals:

The Governor's Office of Highway Safety shall provide the Peoria Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Peoria Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –**Requirements for Equipment:**

The Peoria Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Peoria Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator.

It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Roy Minter, Chief, Peoria Police Department, shall serve as Project Director.

Russ Scarborough, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th).

Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget

- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime):	\$19,485.00
	School Zone Safety = \$6,480.00	
	Bicycle Safety = \$13,005.00	
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services:	\$1,800.00
	Electronic Billboard Advertisement = \$1,800.00	
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies:	\$2,500.00
	School Zone Safety Promotional Items = \$1,000.00	
	Bicycle Safety Promotional Items = \$1,000.00	
	Bicycle Safety Supplies = \$500.00	
VII.	Capital Outlay:	\$8,028.00
	Two (2) Police Mountain Bikes GT = \$3,055.00	
	Three-Hundred Fifty (350) Bicycle Helmets GT = \$4,973.00	
	TOTAL ESTIMATED COSTS	*\$31,813.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$31,813.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-PS-002
Reporting Agency: Peoria Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
Two (2) Police Mountain Bikes (Photos Only)					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035 Fax Number: (623) 773-7015

E-mail Address: Teresa.Corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344 Fax Number: (623) 773-7033

E-mail Address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: [REDACTED]

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Roy Minter, Chief
Peoria Police Department

Signature of Authorized Official of Governmental Unit:

Carl Swenson, City Manager
City of Peoria

Date

Telephone

Date

Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Peoria Police Department (PPD)		GOHS CONTRACT NUMBER: 2015-PT-027
ADDRESS 8351 W. Cinnabar Ave, Peoria, Arizona 85345		PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of Peoria		AGENCY CONTACT: Sgt Russ Scarborough
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345		3. PROJECT TITLE: Selective Traffic Enforcement Overtime, Education and Equipment (STEP)
4. GUIDELINES: 402-Police Traffic (PT)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Professional and Outside Services: Electronic Board Advertisement, Materials/Supplies: Promotional Items, and Capital Outlay: One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers) to enhance STEP/Speed Enforcement and Education throughout the City of Peoria.		
6. BUDGET COST CATEGORY		Project Period FFY 2015
I. Personnel Services		\$28,800.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$1,800.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$1,000.00
VII. Capital Outlay		\$3,213.00
TOTAL ESTIMATED COSTS		\$34,813.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$34,813.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to 160,504 in 2013. This dramatic growth in population has resulted in a significant increase in vehicle traffic on the City of Peoria roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. The City of Peoria is bisected by four state highways, which makes Peoria a highly accessible location. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$74,985 per year (2012 City Highlights, Peoria Economic Development Services). The Peoria Police Department consists of 292 employees who support a strong Community Oriented Policing philosophy, which shapes the way the Peoria Police Department conducts daily business. With 191 authorized sworn positions, the Peoria Police Department has approximately 1.18 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe). The Peoria Police Department, Traffic Services Unit (TSU), consists of five speed enforcement officers, a commercial vehicle safety officer, an enforcement officer who focuses on vehicle crimes and follow-up investigations.

Agency Problem:

The Peoria Police Department proposal is requesting grant funding for STEP Enforcement Overtime, Professional/ Outside Services: Electronic Board Advertisement, Materials/Supplies: Promotional Items, and Capital Outlay: One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers) to participate in STEP enforcement details, saturation patrols, educating and bringing awareness to the community throughout the year. The Peoria Police Department plans to improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring red light running, aggressive and distracted drivers. The Peoria Police Department will continue public awareness and education associated with the dangers of speeding, red light running, aggressive and distracted driving; while continuing to provide training and updates on traffic laws to Peoria Police Department Officers. This project will augment Peoria Police Department's efforts to enforce state and local speed limits and red light running laws as well complimenting efforts to reduce crime and the fear of crime through our Data Driven Approach to Crime and Traffic Safety (DDACTS).

According to the City of Peoria Demographic Profile for 2009, more than 96% of households in Peoria have at least one vehicle. That same report indicates that, for more than 94% of the population in Peoria, a vehicle is the means of transportation to work. With this volume of vehicle traffic, the Peoria Police Department has challenges to maintain traffic safety on our roadways. Between 2011 and 2013 the City of Peoria has seen a 17% decrease in injury collisions. The Peoria Police Department believes that with the assistance of GOHS can continue to aggressively tackle the STEP problems and drive the numbers even lower. Additionally, the Peoria Police Department requests to address this aggressively starting with education and awareness.

Accidents related to inattention are an emerging area of concern for the Valley of the Sun. The Peoria Police Department has determined that since October 2011, approximately 35% of vehicle collisions that occur within the Peoria jurisdiction can be attributed to driver inattention. One approach that the Peoria Police Department plans take is to mitigate the problem by public education through dynamic messaging boards.

However, only one of Peoria Police Department's current speed trailers is equipped with a dynamic message board which is used to remind motorists to buckle up, slow down, don't follow too close, and even bringing awareness that speed enforcement efforts are underway that day. The Peoria Police Department's goal is to change the driving behavior that can prove hazardous.

Lastly, the Peoria Police Department hope to reduce the number of collisions that occur due to red light running, as these collisions typically have the greatest risk of injury. The City of Peoria does not use photo enforcement at any of Peoria's intersections so Peoria Police Department relies on at-scene enforcement by Peoria Motor Officers. The Traffic Services Unit is focused on proactive and targeted traffic enforcement activities. With only 8 traffic officers and limited funding for overtime projects, the Peoria Police Department is challenged in its ability to address the red light running problem.

Agency Attempts to Solve Problem:

The Peoria Police Department has gone to great lengths to solve the problems that stem from speeding vehicles and red light running. As witnessed by the number of citations that Peoria Police Department regularly writes each year, the innovative speed programs that are employed, the amazing partnerships that is built within Peoria's community and with other agencies, Peoria Police Department invest a considerable amount of time and energy in enforcing the State's traffic laws. As some of the new roadways have been opened in City of Peoria, the Peoria Police Department has addressed anticipated challenges by working with Peoria's City Traffic Engineering Department during the design process. The Peoria Police Department continues to be an integral part in the review of traffic movement and engineering within the City of Peoria by actively engaging in the Traffic Control Committee meetings each month.

The Peoria Police Department has seen success in enforcement when Peoria Police Department concentrates maximum enforcement over a short period of time. Also, the Peoria Police Department uses a similar approach to deployment in areas of increased crime that have been identified through predictive policing measures to be related to high collision areas. Peoria Police Department's employment of the DDACTS (Data Driven Approach to Crime and Traffic Safety) philosophy to reduce both crime and traffic collisions has resulted in an exponential increase in traffic enforcement department wide. Although concentrated enforcement proves effective for a time, extended enforcement is difficult to achieve due to costs and staffing limitations.

The Peoria Police Department – Traffic Services Unit (TSU) has piloted several innovative traffic safety programs to address vehicle collision reduction. TSU Sergeants compile weekly and monthly crash data statistics and use that information for data driven deployment of personnel. The Peoria Police Department has found that sporadic use of plain clothed officers to assist via covert speed enforcement works very well in high demand areas. Likewise, Peoria Police Department has found that deterrence through high visibility and public education has been another effective tool. The Peoria Police Department continues to work towards a balance of various types of traffic enforcement.

In the fall of 2011, the City of Peoria discontinued its Photo Enforcement program. The Peoria Police Department has not noticed a significant increase in collisions at any of the four previously monitored intersections or their arterial roadways; however, the Peoria Police Department now has to staff those roadways with enforcement officers. In regards to distracted driving, the Peoria Police Department has addressed this problem through public education by displaying related safety messages on dynamic message boards on our major roadways. The Peoria Police Department also takes time to address this problem with the community groups, high school driving classes and at the City of Peoria Citizen Academies. The Peoria Police Department provides traffic safety information and instruction during Peoria's Citizen Police Academy, Youth Citizen's Police Academy, Seniors and Law Enforcement Together (SALT) presentations,

and several other community partnership programs. The Peoria Police Department also teaches at the local high schools in order to promote traffic safety amongst the newest and least experienced drivers. As stated earlier, the TSU Sergeants sit on a city committee which incorporates supervisors and managers from various departments throughout the City of Peoria. Participation in this committee allows the Peoria Police Department to have direct input to traffic issues from design to enforcement. Lastly, the Peoria Police Department benefits by having an open line with the Peoria City engineers and Peoria traffic planners. Many of the speed limits, striping plans, and street signage have been adopted or modified based on input from the Peoria Police Department.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Professional and Outside Services: Electronic Board Advertisement, Materials/Supplies: Promotional Items, and Capital Outlay: One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers) to enhance STEP/Speed Enforcement and Education throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The Peoria Police Department plans to utilize grant funding for STEP overtime enforcement throughout the federal fiscal year by participating in STEP Task Force details and STEP saturation patrols. Also, the Peoria Police Department will continue to monitor the STEP enforcement program; and will continually report necessary STEP statistical data to ensure accurate comparisons of STEP/Speed citations, and warnings that are issued. The Peoria Police Department will continue to increase the public's awareness associated with the dangers of speeding, red light running, and aggressive/distracted driving; along with providing training and updates on traffic laws to Peoria Police Department Officers. Furthermore, The Peoria Police Department will purchase Professional and Outside Services: Electronic Board Advertisement, Materials and Supplies: Promotional Items, and Capital Outlay: One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers); additionally, the capital outlay equipment must be purchased no later than the 3rd quarter of FFY2015 grant cycle.

The Peoria Police Department will meet the STEP/Speed enforcement objectives as follows:

- Deploying Peoria Police Officers on an overtime basis for Speed Enforcement and Red Light Running details. These details will employ innovative enforcement and education methods that will support our shared goal of reducing vehicle collisions and the injuries that stem from crashes.
- Deploying Peoria Police Officers, on an overtime basis, in support of the DDACTS philosophy of marrying traffic enforcement and crime suppression in areas that experience high volumes of both vehicle collisions and crime.
- Conduct a creative public education campaign that focuses on speed awareness, red light running awareness and collision reduction.
- Purchase computer equipment to aid in classroom presentations at each of our high schools, as well as at our Police Citizen's Academies, Youth Citizen Police Academies, Seniors and Law Enforcement together (SALT) and other public opportunities.
- Utilize electronic/digital billboards on prominent roadways to provide PSA information related to this project.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Professional and Outside Services: Electronic Board Advertisement, Materials/Supplies: Promotional Items, and Capital Outlay: One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers) to enhance STEP/Speed Enforcement and Education throughout the City of Peoria.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding and Red-Light Running in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for STEP/Speed Enforcement and Education Activities

Professional and Outside Services – To support Professional and Outside Services for STEP/Speed Enforcement and Education Activities by purchasing/procuring the following:
Electronic Board Advertisement

Materials and Supplies – To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement and Education Activities:
Promotional Items

Capital Outlay – To purchase/procure the following Capital Outlay for STEP/Speed Enforcement and Education Activities:
One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers)

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers)**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Peoria Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Peoria Police Department further agrees to dispose of this equipment using the Peoria Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Peoria Police Department can refer to that of the state. The Peoria Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Peoria Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Peoria Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Peoria Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[One (1) Video Camera and One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers)]**.

Decals:

The Governor's Office of Highway Safety shall provide the Peoria Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Peoria Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**VIDEO EQUIPMENT –****Requirements for Personal Video Recorders:**

The Peoria Police Department will be responsible for providing all personnel the appropriate training for using the Personal Video Recorder System purchased under this contract implementing an agency approved training course.

The Peoria Police Department will maintain a written policy covering training and usage regarding Personal Video Recorders which will be available upon request for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Roy Minter, Chief, Peoria Police Department, shall serve as Project Director.

Russ Scarborough, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget

- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime):	\$28,800.00
	Speed Enforcement \$14,400.00	
	Red Light Enforcement \$14,400.00	
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services:	\$1,800.00
	Electronic Board Advertisement \$1,800.00	
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies:	\$1,000.00
	Promotional Items \$1,000.00	
VII.	Capital Outlay:	\$3,213.00
	One (1) Video Camera = \$655.00	
	One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers) = \$2,558.00	
	TOTAL ESTIMATED COSTS	*\$34,813.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$34,813.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-PT-027

Reporting Agency: Peoria Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
One (1) Video Camera					
One (1) Electronic Equipment Package (Laptop, Portable Projector, and Portable Speakers)					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035 Fax Number: (623) 773-7015

E-mail Address: Teresa.Corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344 Fax Number: (623) 773-7033

E-mail Address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: [REDACTED]

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Roy Minter, Chief
Peoria Police Department

Signature of Authorized Official of Governmental Unit:

Carl Swenson, City Manager
City of Peoria

Date Telephone

Date Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Peoria Police Department (PPD)	GOHS CONTRACT NUMBER: 2015-AI-004
ADDRESS 8351 W. Cinnabar Ave, Peoria, Arizona 85345	PROGRAM AREA: 402-AI
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt James Willis
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE: Accident Investigation Equipment and Training – ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages
4. GUIDELINES: 402-Accident Investigation (AI)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support the purchase of Capital Outlay: ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages to enhance Accident Investigation for subsequent prosecution for fatal and serious injury collisions throughout the City of Peoria.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$32,968.00
TOTAL ESTIMATED COSTS	\$0.00

PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$32,968.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to 160,504 in 2013. This dramatic growth in population has resulted in a significant increase in vehicle traffic on the City of Peoria roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. The City of Peoria is bisected by four state highways, which makes Peoria a highly accessible location. Currently, there are more than 583 linear of miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$74,985 per year (2012 City Highlights, Peoria Economic Development Services). The Peoria Police Department consists of 292 employees who support a strong Community Oriented Policing philosophy, which shapes the way the Peoria Police Department conducts daily business. With 191 authorized sworn positions, the Peoria Police Department has approximately 1.18 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

Agency Problem:

The Peoria Police Department proposal is requesting grant funding for the purchase/procurement of Capital Outlay: ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages to be used in the investigation of all serious injury and fatal vehicle collisions within the City of Peoria jurisdiction.

Agency Attempts to Solve Problem:

The City of Peoria is continually assessing the way that the Peoria Police Department does business, and what avenues are available to improve both the quality and the efficiency of the Peoria Police Department traffic collision investigations. During the last few years, the Peoria Police Department reassigned one of the Peoria Police Officers (motor officers) to be a full-time traffic investigator. Because of the investigative workload taken off of the other motor officers, the Peoria Police Department has seen an increase in enforcement as is evident by our productivity. By assigning one officer to complete the majority of complex traffic investigations and hit and run follow-ups, this will allow the remaining Peoria Police Department Officers to focus on enforcement rather than being tied up in the office on investigative or administrative duties.

Agency Funding:

Federal 402 funds will support the purchase of Capital Outlay: ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages to enhance Accident Investigation for subsequent prosecution for fatal and serious injury collisions throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The Peoria Police Department will utilize grant funding to purchase and install the Capital Outlay: ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages; and these items must be purchased no later than the 3rd quarter of FFY2015 grant cycle. The Peoria Police Department will increase the capability to diagram and reconstruct collisions for causation and criminal prosecution. The software and

training will fill the deficiency currently diminishing the abilities of the Accident Investigation Team. The goal is to increase the ability as a department to document, evaluate information and provide the best-detailed, descriptive and comprehensive case to the local prosecuting authority in reference to serious injury and fatal collisions within the jurisdiction.

The Peoria Police Department will meet the Accident Investigation objectives as follows:

- Launch a media campaign announcing the grant award, focusing on the enhanced capabilities of the Peoria Police Department-Traffic Services Unit prior to December 1, 2014.
- Enhanced Investigations Capabilities:
 - Purchase the funded equipment and receive appropriate training for its use. The equipment will be utilized to investigate all serious injury and fatal vehicle collisions, as well as to support our Criminal Investigations Section with collection and documentation of evidence at major crime scenes as requested.
- Receive necessary training on the use of the new equipment prior to March 30, 2015, or within 45 days of receipt of equipment, whichever comes first.
- Provide investigative assistance to other West Valley agencies, whenever possible, through the assignment of Peoria Police Department-TSU personnel and the needed equipment.

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of Capital Outlay: ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages to enhance Accident Investigation for subsequent prosecution for fatal and serious injury collisions throughout the City of Peoria.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Accident Investigation Program Goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program Goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Accident Investigation in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase/procure the following Capital Outlay for Accident Investigation Equipment and Training Activities:

ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Peoria Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Peoria Police Department further agrees to dispose of this equipment using the Peoria Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Peoria Police Department can refer to that of the state. The Peoria Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Peoria Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Peoria Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Peoria Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages]**.

Decals:

The Governor's Office of Highway Safety shall provide the Peoria Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Peoria Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –**Requirements for Equipment:**

The Peoria Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Peoria Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are *required* to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Roy Minter, Chief, Peoria Police Department, shall serve as Project Director.

James Willis, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide

assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.

On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay:	\$32,968.00
	ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training	
	Software Packages = \$32,968.00	
TOTAL ESTIMATED COSTS		*\$32,968.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$32,968.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-AI-004
Reporting Agency: Peoria Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
ARAS 360 HD, ARAS 360 Virtual Licenses and Virtual Training Software Packages					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035 Fax Number: (623) 773-7015

E-mail Address: Teresa.Corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344 Fax Number: (623) 773-7033

E-mail Address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: [REDACTED]

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Roy Minter, Chief
Peoria Police Department

*Signature of Authorized Official of
Governmental Unit:*

Carl Swenson, City Manager
City of Peoria

Date Telephone

Date Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA: 20.600
1. APPLICANT AGENCY Peoria Police Department (PPD)	GOHS CONTRACT NUMBER: 2015-OP-005	
ADDRESS 8351 W. Cinnabar Ave, Peoria, Arizona 85345	PROGRAM AREA: 402-PT	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt Russ Scarborough	
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE:	
4. GUIDELINES: 402-Occupant Protection (OP)	Occupant Protection Enforcement Overtime and Education	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) and Materials/Supplies: Promotional Items to enhance Occupant Protection Enforcement and Education throughout the City of Peoria.		
6. BUDGET COST CATEGORY	Project Period FFY 2015	
I. Personnel Services	\$7,200.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$1,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$8,200.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,200.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to 160,504 in 2013. This dramatic growth in population has resulted in a significant increase in vehicle traffic on the City of Peoria roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. The City of Peoria is bisected by four state highways, which makes Peoria a highly accessible location. Currently, there are more than 583 linear of miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$74,985 per year (2012 City Highlights, Peoria Economic Development Services). The Peoria Police Department consists of 292 employees who support a strong Community Oriented Policing philosophy, which shapes the way the Peoria Police Department conducts daily business. With 191 authorized sworn positions, the Peoria Police Department has approximately 1.18 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

Agency Problem:

The Peoria Police Department proposal is requesting grant funding for Occupant Protection Enforcement and Education Overtime; including Materials/Supplies: Promotional Items to participate in improving the usage of seatbelts and child safety seats within the City of Peoria. Motor vehicle collisions continue to be the leading cause of death, serious injury, and property damage in the State of Arizona. A number of factors contribute to the risk of collision; including, vehicle design, speeding, road design, and driver skill and/or impairment, plus driver behavior. The human factor has been consistently identified in reducing collisions and minimizing their effects, by consistently using seat belts and child safety seats. The Occupant Protection Enforcement and Education strategy has been proven to significantly reduce the chance of death and injuries of passengers in vehicles. For these reasons, the Peoria Police Department is requesting grant funding to continue enforcement, education, and public awareness activities within the City of Peoria.

Agency Attempts to Solve Problem:

The Peoria Police Department has gone to great lengths to reduce the injuries that occur as a result of not wearing seat belts. Prior to 2011, Arizona would address occupant protection in both the Spring and the Fall as a state coordinated effort. This was done through the Click It or Ticket campaign. The Peoria Police Department has always been an active and respected participant during these activities, many times being provided additional funding (over original CIOT funding). In 2012 and 2013, statewide Occupant Protection campaigns were limited to just the spring; however, the Peoria Police Department recognized this and coordinated with other neighboring jurisdictions to independently conduct a multi-agency Occupant Protection detail during the fall of each year. These efforts proved to be very successful and the information from those activities was shared with GOHS.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Materials/Supplies: Promotional Items to enhance Occupant Protection Enforcement and Education throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The Peoria Police Department plans to utilize grant funding for Occupant Protection enforcement and education overtime throughout the federal fiscal year by participating in Occupant Protection details and educating motorists of the importance of using seat belts and child safety seats. Plus, Peoria Police Department will purchase Materials/Supplies: Promotional Items, no later than the 3rd Quarter of the FFY2015. The Peoria Police Department will continue to monitor the Occupant Protection enforcement program; and will continually report necessary statistical data to ensure compliance with reporting requirements. The Peoria Police Department will continue to increase the public's awareness associated with the dangers of not using seat belts and child safety seats; and continue to provide training and updates on Occupant Protection traffic laws to Peoria Police Department Officers.

The Peoria Police Department will meet the Occupant Protection enforcement and education objectives as follows:

- Launch a media campaign announcing the grant award and focusing on traffic safety prior to November 1, 2014. Specific attention will be given to the educational aspect of the program to include local television and print media coverage if possible.
- Schedule activities to sustain enforcement throughout the grant cycle, focusing on the Fall of 2015.
- Engage in educational activities throughout the grant cycle to include teaching at local high schools, presenting at public and department sponsored events.
- Collect data regarding motorists who are driving unrestrained or transporting unrestrained children or violating other traffic laws throughout the grant period.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Materials/Supplies: Promotional Items to enhance Occupant Protection Enforcement and Education throughout the City of Peoria.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Occupant Protection Program Goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program Goal is to improve the use of seatbelts and child safety seats, to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Occupant Protection Enforcement and Education Activities

Materials and Supplies – To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement and Education Activities:

Promotional Items

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Roy Minter, Chief, Peoria Police Department, shall serve as Project Director.

Russ Scarborough, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,200.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$1,000.00
	Promotional Items = \$1,000.00	
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$8,200.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$8,200.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035 Fax Number: (623) 773-7015

E-mail Address: Teresa.Corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344 Fax Number: (623) 773-7033

E-mail Address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: [REDACTED]

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Roy Minter, Chief
Peoria Police Department

*Signature of Authorized Official of
Governmental Unit:*

Carl Swenson, City Manager
City of Peoria

Date Telephone

Date Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.612

1. APPLICANT AGENCY Peoria Police Department (PPD)	GOHS CONTRACT NUMBER: 2015-2010-001
ADDRESS 8351 W. Cinnabar Ave, Peoria, Arizona 85345	PROGRAM AREA: 2010
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt Russ Scarborough
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE:
4. GUIDELINES: 2010 – Motorcycle Safety	Motorcycle Safety Overtime Education and Equipment

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 2010 funds will support Personnel Services (Overtime), Professional and Outside Services: Electronic Board Advertisement, Materials and Supplies: Promotional Items, and Capital Outlay: Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera to enhance Motorcycle Safety Education throughout the City of Peoria.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$8,946.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$1,800.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$750.00
VII. Capital Outlay	\$1,356.00
TOTAL ESTIMATED COSTS	\$12,852.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$12,852.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to 160,504 in 2013. This dramatic growth in population has resulted in a significant increase in vehicle traffic on the City of Peoria roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. The City of Peoria is bisected by four state highways, which makes Peoria a highly accessible location. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$74,985 per year (2012 City Highlights, Peoria Economic Development Services). The Peoria Police Department consists of 292 employees who support a strong Community Oriented Policing philosophy, which shapes the way the Peoria Police Department conducts daily business. With 191 authorized sworn positions, the Peoria Police Department has approximately 1.18 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

Agency Problem:

The Peoria Police Department proposal is requesting grant funding for Motorcycle Safety Education overtime and funding for the purchase/procurement of Professional and Outside Services: Electronic Board Advertisement, Materials and Supplies: Promotional Items, and Capital Outlay: Fifty (50) 18" Traffic Cones, Twenty-Five (25) 28" Traffic Cones, and One (1) Sport Video Camera. The Peoria Police Department will utilize funding to promote Motorcycle Safety Education/Training and Awareness throughout the City of Peoria. The Peoria Police Department plans to improve traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety. Along with, public awareness associated with the dangers of speeding, aggressive and distracted driving; while continuing to provide training and updates on traffic laws to the community of Peoria and Peoria Police Officers.

Furthermore, the Peoria Police Department proposal continues to focus a Partnership of Motorcycle Safety that addresses an ever growing problem here in the Valley of the Sun. This program includes the following:

- A Motorcycle Safety Education project which educates both novice and experienced motorcycle riders about the inherent safety concerns surrounding the operation of motorcycles
- In partnership with GOHS and local motorcycle and motorcycle helmet distributors, provide classroom and hands-on instruction, in a controlled environment, to motorcycle operators
- Instruction is geared to identifying key risks in the operation of motorcycles and developing essential riding skills to mitigate those risks.

The Traffic Services Unit within the Peoria Police Department is responsible for investigating all serious injury and fatal vehicle collisions that occur within the City of Peoria. In 2012, three of our first four investigations involved motorcycle collisions. Two of these were fatal collisions. The Peoria Police Department only had one motorcycle fatality in 2013. Since 2008 there have been twenty-seven serious injury/fatal collisions involving motorcycles in the City. Due to a weak economy, escalating fuel prices, and warmer weather, we have seen a considerable increase in the number of motorcycles being operated within our jurisdiction. As with any increase in traffic, there is a correlation drawn to increased collisions involving

motorcycles. The Peoria Police Department continues to see motorcycles being operated by riders without motorcycle helmets.

While the Peoria Police Department continues efforts to educate drivers about the importance of driving safely, within the speed limit and not driving while distracted, Peoria Police Department Officers understand that Peoria PD still has an uphill battle. Each of these factors directly affects the safety of motorcycle operators. The vast majority of the motorcycle collisions that Peoria Police Department investigates are caused by other motorists, not the motorcycle operator. However, the outcome of each of these collisions may have been different if the motorcycle operator was wearing an adequate helmet, recognized the inherent and immediate risks associated with riding a motorcycle and had the necessary skills to mitigate the likelihood of being involved in a serious collision. Lastly, some municipalities offer public education with roadway signs promoting motorcycle awareness. PSA's are another important and effective avenue to provide safety messages pertaining to the safe operation of motorcycles. The Peoria Police Department intends to take this approach further to address the skills of operators and use partnerships and individual contact to promote helmet use as well as motorcycle awareness.

Agency Attempts to Solve Problem:

Like many cities in the Valley of the Sun, the Peoria Police Department has seen a large increase in the number of motorcycles being operated in the City of Peoria. The Peoria Police Department takes advantage of every opportunity to address the associated safety concerns with the Peoria community. The Peoria Police Department continues to teach traffic safety at each of Peoria's four (4) public high schools. In addition, traffic safety information is provided at Peoria Police Department venues such as Peoria's Citizen Police Academy, Seniors and Law Enforcement Together (SALT) and frequent community meetings.

Agency Funding:

Federal 2010 funds will support Personnel Services (Overtime), Professional and Outside Services: Electronic Board Advertisement, Materials and Supplies: Promotional Items, and Capital Outlay: Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera to enhance Motorcycle Safety Education throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The Peoria Police Department plans to utilize grant funding for Motorcycle Safety overtime and to purchase Professional and Outside Services: Electronic Board Advertisement, Materials and Supplies: Promotional Items, and Capital Outlay: Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera; which will provide Education, Training, and Awareness within the City of Peoria. Also, the Peoria Police Department will continue to monitor the Motorcycle Safety Education program; and will continually report necessary statistical data to ensure accurate comparisons of traffic collisions, injuries, citations, and warnings that are issued. The Peoria Police Department will continue to increase the public's awareness encompassing Motorcycle Safety; and continue to provide training and updates on traffic laws to Peoria Police Department Officers, including the City of Peoria.

The Peoria Police Department plans to meet the Motorcycle Safety Education, Training and Awareness objectives as follows:

- Launch a media campaign announcing the grant award and focusing on the importance of motorcycle safety prior to October 31, 2014.

- Expand the Peoria Police Department Motorcycle Safety Partnership, and secure the commitment of resources from identified partners by February 1, 2015.
- Launch digital outdoor PSA media (billboard) 1 month prior to scheduled Motorcycle Safety course.
- Conduct a motorcycle safety instruction course prior to September 30, 2015.
- Continue public education efforts through Peoria Police Department and City of Peoria resources.
- Continue rigid enforcement of state traffic laws within the City of Peoria jurisdiction.

GOALS/OBJECTIVES:

Federal 2010 funds will support Personnel Services (Overtime), Professional and Outside Services: Electronic Board Advertisement, Materials and Supplies: Promotional Items, and Capital Outlay: Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera to enhance Motorcycle Safety Education throughout the City of Peoria.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Motorcycle Safety Program Goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public and enhanced enforcement to remind the public to watch for and be careful around motorcycles throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Motorcycle Safety Awareness in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Motorcycle Safety Education/Training Activities

Professional and Outside Services – To support Professional and Outside Services for Motorcycle Safety Awareness and Safety Education/Training Activities by purchasing the following:
Electronic Board Advertisement

Materials and Supplies – To purchase the following Materials and Supplies for Motorcycle Safety Awareness and Safety Education/Training Activities:
Promotional Items

Capital Outlay – To purchase/procure the following Capital Outlay for Motorcycle Safety Education and Training Activities:
Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Peoria Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Peoria Police Department further agrees to dispose of this equipment using the Peoria Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Peoria Police Department can refer to that of the state. The Peoria Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Peoria Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Peoria Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Peoria Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Fifty (50) 18"Traffic Cones, Twenty-Five (25) 28"Traffic Cones, and One (1) Sport Video Camera].

Decals:

The Governor's Office of Highway Safety shall provide the Peoria Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 2010 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Peoria Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**VIDEO EQUIPMENT –****Requirements for Personal Video Recorders:**

The Peoria Police Department will be responsible for providing all personnel the appropriate training for using the Personal Video Recorder System purchased under this contract implementing an agency approved training course.

The Peoria Police Department will maintain a written policy covering training and usage regarding Personal Video Recorders which will be available upon request for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Roy Minter, Chief, Peoria Police Department, shall serve as Project Director.

Russ Scarborough, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget

- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,946.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services: Electronic Board Advertisement	\$1,800.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies: Promotional Items for Motorcycle Safety Education	\$750.00
VII.	Capital Outlay: Fifty (50) 18"Traffic Cones = \$459.00 Twenty-Five (25) 28"Traffic Cones = \$351.00 One (1) Sport Video Camera = \$546.00	\$1,356.00
	TOTAL ESTIMATED COSTS	*\$12,852.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$12,852.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-2010-001
Reporting Agency: Peoria Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
Fifty (50) 18" Traffic Cones (need photo only)					
Twenty-Five (25) 28" Traffic Cones (need photo only)					
One (1) Sport Video Camera (need photo only)					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035 Fax Number: (623) 773-7015

E-mail Address: Teresa.Corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344 Fax Number: (623) 773-7033

E-mail Address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: [REDACTED]

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Roy Minter, Chief
Peoria Police Department

*Signature of Authorized Official of
Governmental Unit:*

Carl Swenson, City Manager
City of Peoria

Date Telephone

Date Telephone

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: August 25, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning and Community Development Director

THROUGH: Susan Daluddung, AICP, Deputy City Manager

SUBJECT: Grant from State Historic Preservation Office for the Weedville Historic Survey

Purpose:

This is a request for the City Council to accept \$2,800 in grant funds from the Arizona State Historic Preservation Office to partially fund the Weedville Area Historic Resources Study and to approve a budget transfer in the amount of \$2,800 from the Proposed Grants Contingency account (7990-7990-520099) to the Planning Division Other Professional Services account (1000-0610-520099). The total estimated project costs are \$5,800, of which \$2,800 is grant funds and \$3,000 is matching City in-kind services.

Background/Summary:

In the early 1900's the Reverend Ora Weed established the Old Path Church, cemetery and boarding school in an area of the City referred to as "Weedville." The 160-acre area is generally bounded by Thunderbird Road north to Acoma Drive and 75th Avenue east to 71st Avenue (see Exhibit 1). The Weedville Historic Survey will gather information about the significance of this area. The study will also increase the public's understanding and appreciation of the role that the area played in Peoria's history. The scope of the study was broken into two (2) phases as described below.

Phase one entailed providing the historic context for the area in order to determine the eligibility of area properties for the National Register of Historic Places. The Phase one work was completed in June 2012 and funded through a State Historic Preservation Office (SHPO) grant with matching city funds.

Phase two entails three parts: conducting a preliminary survey of the entire project area; perform a more intensive survey of all properties within the identified boundary constructed prior to 1970; and assess all said resources for National Register eligibility. Phase two will be completed by September 30, 2014. Arizona Historical Research was awarded contract ACON57613 on December 6, 2013.

Previous Actions:

There have been no previous council actions on this item.

Options:

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

- A. Accept the awarded grant to assist in funding the Weedville Historic Survey.
- B. Do not accept the awarded grant and suggest alternate funding for the outside consulting services needed to complete the Weedville Historic Survey.

Staff's Recommendation:

Discussion and possible action to (a) accept \$2,800 in grant funds from the Arizona State Historic Preservation Office to partially fund the Weedville Area Historic Resources Study and (b) to approve a budget transfer in the amount of \$2,800 from the Proposed Grants Contingency account (7990-7990-520099) to the Planning Division Other Professional Services account (1000-0610-520099).

Fiscal Analysis:

The matching in-kind requirement for this grant will be fulfilled by city GIS staff time spent on mapping the information gathered via the phase two survey work.

Exhibits(s):

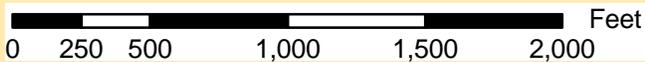
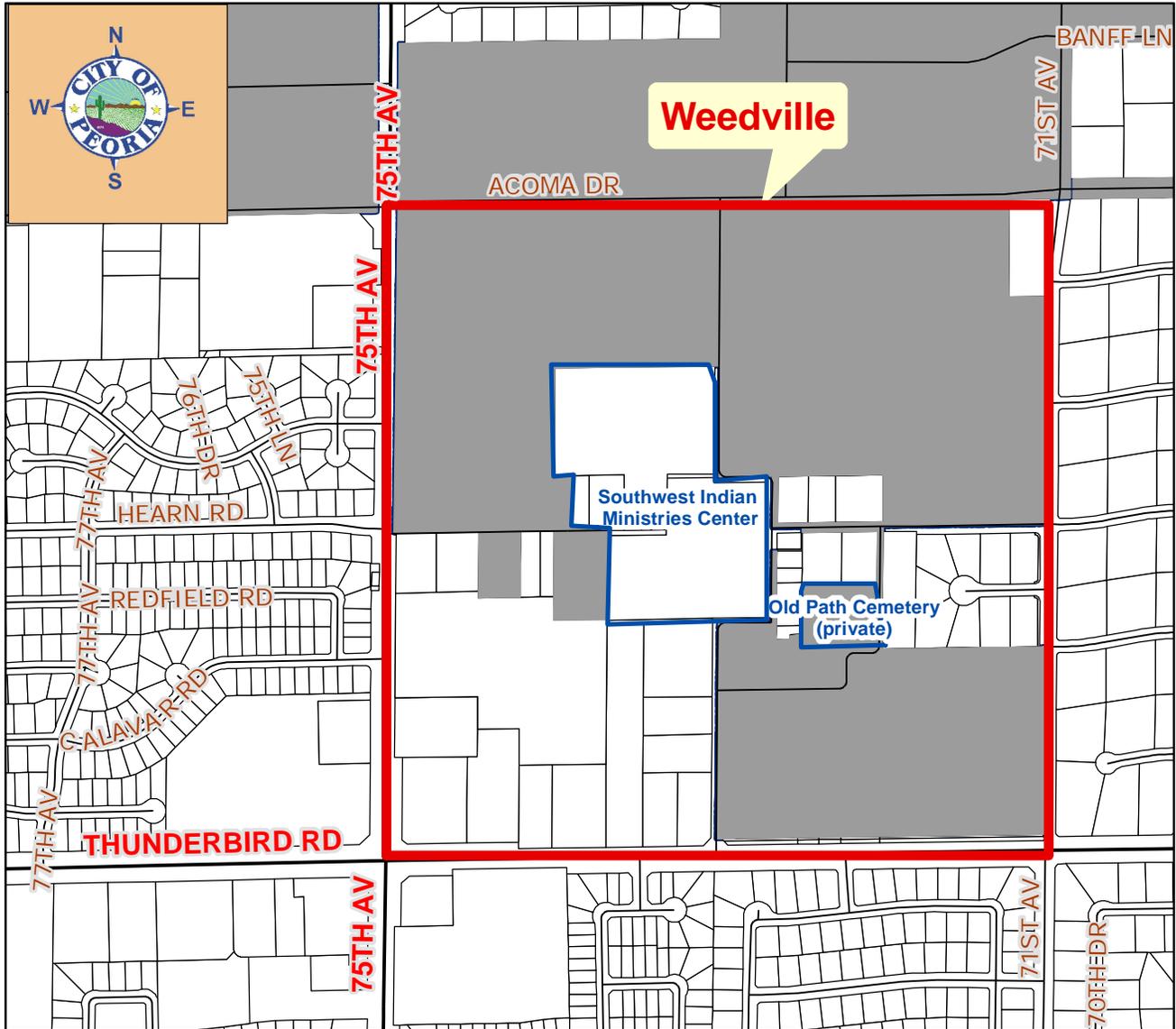
Exhibit 1: Area Map

Exhibit 2: SHPO Grant Letter

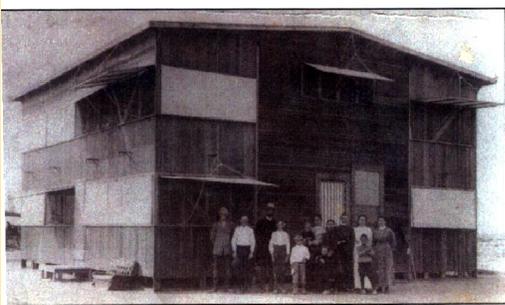
Exhibit 3: Scope of Work for Phase 2 Weedville Historic Study

Contact Name and Number: Shawn Kreuzwiesner, Engineering Planning Manager, x7643

Historic Peoria Places - Weedville -



Unincorporated Maricopa County



The Weed family, in front of their new home in 1912.

Much of the area known as "Weedville" is located in pockets of unincorporated land under the jurisdiction of Maricopa County. All areas within Weedville that are shown in gray on the map are unincorporated, included the Old Path Cemetery. The area's namesake, the Weed family, owned the land at one time and ran a small religious community that included a church, a religious boarding school, and the cemetery, as well as fields that were farmed for broomcorn.

EXHIBIT 2

Janice K. Brewer
Governor

Bryan Martyn
Executive Director



Board Members

Walter D. Armer, Jr., Vall, *Chair*
Kay Daggett, Sierra Vista
Alan Everett, Sedona
Larry Landry, Phoenix
William C. Scalzo, Phoenix
Tracey Westerhausen, Phoenix
Vanessa Hickman, State Land Commissioner

January 31, 2013

Melissa Sigmund
Planner, City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

RE: Federal Fiscal Year 2013 Certified Local Government Pass-Through Grant

Dear Ms. Sigmund:

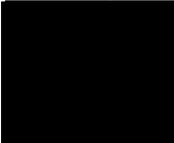
Applications for CLG Pass-Through Grants are now being accepted. The Federal fiscal year 2013 began October 1, 2012, however, Congress has not yet approved a budget. A six-month continuing resolution was passed in late September. That resolution will expire on March 31st meaning that Congress will likely approve the FFY 2013 budget before that date. At this time there is \$40,000.00 available for distribution. By the beginning of April there will likely be a fair amount more. Each CLG can receive up to \$10,000 per grant during a given federal fiscal year for use on the twelve project categories (as listed on the application). We have set \$10,000 aside for one of the CLGs to sponsor the Statewide Historic Preservation Partnership Conference.

In the past, one of the eligible activities was apply for funds to commission members and staff to the 2013 Statewide Historic Preservation Partnership Conference. As of this year we will no longer approve individual grants for attending the conference. Instead, \$5,000 will be set aside to pay for registration for commissioners and staff wanting to attend the conference, which will take place in Mesa June 13th and 14th of this year. The following application materials are enclosed:

- FFY 2013 CLG Pass-Through Application;
- FFY 2013 CLG Pass-Through Explanation and Priority List;
- FFY 2013 Deadlines and Deliverables sheet; and
- Form DI-2010 *Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.*

If you are interested in pursuing an historic preservation project with funding assistance from our office, please complete the application, sign Form DI-2010 on page 3 and return it to my office by the close of business on **March 15, 2013**. Feel free to contact the staff or myself if you are interested in getting more information, or if you have questions or concerns about the application. Also, I would be happy to review your application before the deadline to be certain that all of the required information is present.

It is acceptable to fax or e-mail your applications as long as they are received in our office before the end of the day on March 15, 2013. Please mail the original application materials to my office as well.


Preservation Planner
State Historic Preservation Office
Enclosures



Certified Local Government
HISTORIC PRESERVATION FUND PASS-THROUGH APPLICATION
Federal Fiscal Year 2013
DUE DATE: March 15, 2013



1. PROJECT NAME: Weedville Historic Survey

2. TYPE OF PROJECT:
- | | | |
|--|--|--|
| <input type="checkbox"/> Context Development | <input type="checkbox"/> Ordinance Development | <input type="checkbox"/> Ordinance Update |
| <input checked="" type="checkbox"/> Survey and Inventory | <input checked="" type="checkbox"/> Nomination Preparation | <input type="checkbox"/> Nomination Update |
| <input type="checkbox"/> Preservation Plan | <input type="checkbox"/> Historic District Plan | <input type="checkbox"/> Design Guidelines |
| <input type="checkbox"/> Design Guidelines Update | <input type="checkbox"/> Local Workshop | <input type="checkbox"/> |

3. PROJECT DESCRIPTION: (Attach a detailed project description, product to be submitted, specific scope items, anticipated schedule for completion including major milestones and the proposed line-item budget).

4. RELATIONSHIP OF THE PROJECT TO THE CLGs WORK PRIORITIES: (Attach statement.)

5. RELATIONSHIP OF THE PROJECT TO THE GOALS OUTLINED IN THE ARIZONA HISTORIC PRESERVATION PLAN UPDATE 2009 (Attach a statement regarding the applicable goals, which begin on page 31 of the plan.)

6. FUNDING:	ESTIMATED TOTAL PROJECT COST:	\$ <u>5,800</u>	<u>100</u>	%
	GRANT FUNDS REQUESTED:	\$ <u>2,800</u>	<u>48</u>	%
	MATCHING FUNDS:	\$ <u>3,000</u>	<u>52</u>	%
	SOURCE OF MATCHING FUNDS*:	<u>City budgeted funds + in-kind services</u>		

*(Please include a letter of intent for the matching funds by the above listed party.)

7. PROJECT COORDINATOR/CONTACT:

NAME: Melissa Sigmund

TITLE: Planner

ADDRESS: 9875 N. 85th Avenue Peoria, AZ 85345

EMAIL ADDRESS: melissa.sigmund@peoriaaz.gov

TELEPHONE: 623-773-7603

8. MONTHS TO COMPLETE THE PROJECT: 1 year from award of grant
 (Project Period Ends on September 30, 2014 with no possibility for extension.)

9. PROJECT PARTNERS: _____

10. Sign the Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (DI-2010) on page 3 and return it with this form and the required attachments.

Return this form by March 15, 2013 to:

Eric Vondy
 Preservation Planner
 State Historic Preservation Office
 1300 W. Washington Street
 Phoenix, AZ 85007
 Email: evondy@azstateparks.gov
 Telephone: 602-542-6998 Fax: 602-542-4180

EXHIBIT 3



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No	P14-0046	11/25/13
Materials and/or Services	Woodville Project, Phase II	Proposal Time 5 00 P M AZ Time
		Contact Jennifer Miller
		Phone (623) 773-7115

Mailing Address City of Peoria Materials Management
9875 N 85th Avenue, 2nd Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications, and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact

Name Vincent Murray

Telephone 480 829-0267 Fax _____

Email vince@azhistory.net

Anzona Historical Research

Company Name

5025 North Central Avenue Suite 575

Address

Phoenix AZ 85012

City State Zip Code

Authorized Signature for Offer

Vincent Murray

Printed Name

Historian

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City; 2) Your offer in response to the City's Request for Proposal; 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments, and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service, or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by

Rhonda Germinsky
Rhonda Germinsky, City Clerk



Copyright 2008 City of Peoria, Arizona

CC _____

Contract Number

A C O N 5 7 6 1 3 .

Official File _____

City of Peoria, Arizona

Effective Date

Dec 6, 2013

Approved as to form

Stephen M. Kemp
Stephen M. Kemp, City Attorney

Contract Awarded Date

Dec 5, 2013

Dan Zenko
Dan Zenko, Materials Manager



Vince Murray, MA
Historian and Principle Investigator
5025 North Central Avenue, Suite 575
Phoenix, Arizona 85012
vince@azhistory.net
(480) 829-0267

Weedville, Peoria, Arizona

Scope of Work

November 20, 2013

Phase II of Weedville Project includes creating inventories of properties dating to period of significance as identified in Weedville historic resources report. The inventories will be conducted using the standard State of Arizona Historic Property Inventory Form or a similar form provided by the City of Peoria (the client). This inventory process will entail:

- Research into the histories of the individual properties
- Evaluating the historic integrity of the individual properties
- Determining the National Register of Historic Places eligibility for the individual properties
- Digital photographs taken during the inventory process will be used for the inventory forms, as well as National Register of Historic Places submissions
- Plan drawings of the properties (provided as part of GIS services provided by the client)

Contractor will manage interns and volunteers who will be performing the research and form completions. Contractor will also coordinate with the client and State Historic Preservation Office (SHPO) regarding determinations of eligibility and for any necessary revisions to the inventory forms. The client will provide GIS services for the creation of any and all maps related to the project.

Phase III of the project will be preparing the nomination for listing on the National Register of Historic Places. This listing will be contingent on the results of the survey and a subsequent determination of eligibility by the SHPO. Work will include contractor attending the Arizona Historic Sites Review Committee (HSRC) meeting and making any resultant changes as requested by that committee and/or the SHPO.

Cost Estimate

This cost estimate is based on a maximum of twenty (20) hours of management and coordination by primary at \$65.00 per hour and forty (40) hours of research and documentation by interns at \$20.00 per hour, plus expenses. This is an estimate and the contractor will only bill hours worked and expenses incurred. The cost estimate for this project is:

Management and coordination (20 hours at \$65 per)	\$ 1,300
Historic research and documentation (40 hours at \$20 per)	\$ 800
Expenses (photocopies, historic photograph reproductions—client is responsible for copyright and/or use fees)	\$ 400
National Register of Historic Places (not to exceed 20 hours at \$65 per)	\$ 1,300
Total Estimate	\$ 3,800

Schedule of Deliverables

Pending a contract being signed by November 30, the schedule for deliverables is

- January 31, 2014 Draft inventory forms
- February 28, 2014 Evaluation and review
- March 31, 2014 Submission of completed inventory forms to SHPO for a determination of eligibility
- April 30, 2014 Submission of National Register of Historic Places nomination to the SHPO for review by HSRC
- September 30, 2014 Grant expiration *

*The final portion of this schedule is contingent to the HSRC schedule for review

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: August 28, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: **Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant**

Purpose:

Discussion and possible action to accept the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant award R14AP00071 and authorize a budget adjustment in the amount of \$295,000 from Proposed Grant contingency (7990-7990-570000) to BOR Recharge Wells Grant fund Wastewater System account (7863-7813-543003).

Background/Summary:

The Bureau of Reclamation is funding the WaterSMART: Water and Energy Efficiency Grants for 2014. The Public Works-Utilities Department has identified a project titled, ***Implementation of System Optimization Review and WaterSMART Basin Study Adaptation Strategies in Peoria, Arizona (“Peoria Implementation Project”)***, which consists of design and construction of three new wells to recharge reclaimed water from the Butler Water Reclamation Facility (WRF). This provides sustained and improved water management, and enhances the sustainability of the City’s water resources and drought protection.

The total federal grant funding for this project is \$295,000 as shown below.

Peoria Funding	\$1,327,507	82.0%
BOR Grant	<u>\$295,000</u>	18.0%
Total project cost	\$1,622,507	100%

Previous Actions:

A grant application was submitted on January 23, 2014 and a resolution was approved by Council on February 18, 2014 that committed the City’s funding portion of \$1,327,507. The Department of the Interior announced the City’s grant award on June 9, 2014. Staff is now bringing the grant award agreement to Council for acceptance and budget appropriation.

Options:

A: The Council could accept the grant award from the United States Department of Interior, Bureau of Reclamation to assist with the design and construction of three new wells to recharge reclaimed water from the Butler WRF.

B: The Council could decline to accept the grant award.

Staff’s Recommendation:

Staff recommends that the Mayor and Council accept the grant award and authorize a budget adjustment to obtain \$295,000 in grant funds from the United States Department of Interior, Bureau of Reclamation.

Fiscal Analysis:

The FY 2015 Capital Improvement Program includes project UT00309 – Butler Recharge Wells:

Project	FY 2015	FY 2016	
UT00309	\$ 1,425,308	\$ 197,199	
Total	\$ 1,425,308	\$ 197,199	\$1,622,507

Grant award: **\$295,000**
Peoria funding: **\$1,327,507**

Upon approval a budget adjustment from Proposed Grant contingency (7990-7990-570000) to BOR Recharge Wells Grant fund Wastewater System account (7863-7813-543003).

Narrative:

Acceptance of the grant award and approval of the budget adjustment allows the City to use grant funding for a portion of the costs of UT00309 Butler Recharge Wells Capital Improvement project.

Exhibit(s):

Exhibit 1: Grant agreement R14AP00071

Contact Name and Number:

Bill Mattingly, Public Works – Utilities Director, 623-773-5151

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R14AP00071		1B. MOD NUMBER N/A	2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT City Government		
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, NV 89006-1460				5. RECIPIENT City of Peoria 8401 W. Monroe Peoria, Arizona 85345			
				EIN #:	[REDACTED]	County:	Maricopa
				DUNS #:	809812170	Congress. Dist:	02
6. GRANTS MANAGEMENT SPECIALIST Jeremy Brooks, LC-10105 Bureau of Reclamation P.O. Box 61470 Boulder City, NV 89006-1470 Phone: 702-293-8551; Email: jjbrooks@usbr.gov				7. RECIPIENT PROJECT MANAGER Robin Bain Environmental Resources Manager 8401 W. Monroe Peoria, Arizona 85345 Phone: 623-773-7213; Email: robin.bain@peoriaaz.gov			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Lynne Fisher, PXAO-7000 Bureau of Reclamation 6150 W. Thunderbird Road Glendale, Arizona 85306 Phone: 623-773-6273; Email: lfisher@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See block 17a		9B. MODIFICATION EFFECTIVE DATE: N/A	
				10. COMPLETION DATE September 30, 2016			
11A. PROGRAM STATUTORY AUTHORITY P.L. 111-11 Omnibus Public Lands Management Act of 2009, Sec. 9504 (a)(1) (A)-(H)					11B. CFDA Number 15.507		
12. FUNDING INFORMATION	<u>RECIPIENT/OTHER</u>	<u>RECLAMATION</u>	13. REQUISITION NUMBER 0020055454				
Total Estimated Amount of Agreement	\$1,327,507.00	\$295,000.00	14A. ACCOUNTING AND APPROPRIATION DATA				
This Obligation	\$1,327,507.00	\$295,000.00	WBS: RY.30180006.COPAZ4A				
Previous Obligation	\$0.00	\$0.00	Fund: 14XR0680A1				
Total Obligation	\$1,327,507.00	\$295,000.00	Cost Center: RR83510000				
Cost-Share %	82%	18%	UPC: 411G0000				
15. PROJECT TITLE	14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680						
System Optimization Review and Basin Study Adaptation Strategies							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: _____ DATE: _____			17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____				
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Carl Swenson City Manager 623-773-7739 <input type="checkbox"/> Additional signatures are attached			17b. NAME OF GRANTS OFFICER Shawna M. Thompson Grants Officer 702-293-8570				

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**Cooperative Agreement
Between
Bureau of Reclamation
And
City of Peoria
For
System Optimization Review and Basin Study Adaptation Strategies**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and City of Peoria, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to the P.L. 111-11 Omnibus Public Lands Management Act of 2009, Sec. 9504 (a)(1) (A)-(H). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 9504. WATER MANAGEMENT IMPROVEMENT

(a) Authorization of Grants and Cooperative Agreements –

(1) **AUTHORITY OF SECRETARY** – The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement - -

(A) to conserve water;

(B) to increase water use efficiency;

(C) to facilitate water markets;

(D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;

(E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;

(F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);

(G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or

(H) to carry out any other activity

(i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or

(ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

This project supports the mission of the Bureau of Reclamation by managing and developing water resources in an environmentally and economically sound manner in the interest of the American public. The project will increase the sustainability of water supplies for the Recipient, conserving water for future use and provide a future potential resource to protect against drought. In addition, the resources that are conserved through this agreement will assist in meeting the Department of Interior's Priority Goal for Water Conservation.

3. BACKGROUND AND OBJECTIVES

This award was competitively selected for funding through Funding Opportunity Announcement Number R14AS00001, WaterSMART: Water and Energy Efficiency Grants for FY 2014. This project will increase the sustainability of the Recipient's water supplies by designing and constructing three new vadose zone wells. These wells will recharge the local aquifer basic with reclaimed water from the Recipient's Butler Drive Water Reclamation Facility. The intended design capacity for the system is 1.5 million gallons per day, with each well being able to recharge 0.5 million gallons per day on average. It is estimated that this project will conserve 1,680 acre-feet of water and provide sustained and improved water management for 25,206 acre-feet and will provide drought protection resources.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer.

The total estimated amount of Reclamation funding this agreement is \$300,000.00, of which the initial amount of federal funds available is limited to \$295,000.00 as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

The objective of this project is for the Recipient to design and construct three new vadose zone wells within the City of Peoria, Arizona. These wells will recharge the local aquifer basic with reclaimed water from a local water reclamation facility. The intended design capacity of the three wells is 1.5 million gallons per day with each well being able to recharge 0.5 million gallons per day on average. It is estimated that this project will conserve 1,680 acre-feet of water and provide sustained and improved water management for 25,206 acre-feet and will provide drought protection resources. Project specific activities and tasks are detailed below:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
1. Preparation of Construction Documents	October 2014	March 2015
2. Permitting Tasks	October 2014	March 2016
3. Contract Preparation	March 2015	June 2015
4. City Council Approval	June 2015	June 2015
5. Construction Commencement	July 2015	June 2016
6. Initiate Operation	July 2016	August 2016
7. Project Closeout	September 2016	September 2016

1. The project design team will work with City staff to finalize the project scope of work and prepare construction documents.
2. Staff will work to perform permitting activities. Permitting tasks include the Aquifer Protection Permit (APP) process through the Arizona Department of Environmental Quality (ADEQ), the Underground Storage Facility (USF) Permit through the Arizona Department of Water Resources (ADWR), the Approval to Construct (ATC) through the Maricopa County Environmental Services Department (MCESD), required City permits and coordination with Reclamation on other environmental activities.
3. The City will utilize its existing Job Order Contractors (JOC) to construct the project. Once the design is at completion, the construction documents will be provided to the JOC for preparation of their guaranteed maximum price. Upon agreement on this price, the City will prepare the contract with the JOC.
4. The contract will be taken to the Peoria City Council for authorization.
5. Construction is expected to take approx. 8-11 months.
6. This task includes all startup testing and training for the facility.
7. This task includes any final permitting tasks, record drawing preparation, and other related project close-out items.

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the Scope of Work contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the Scope of Work. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the Scope of Work and objectives of this Agreement.

6.2.2 Reclamation will provide technical assistance and support to ensure compliance with National Environmental Policy Act requirements.

6.2.3 Substantial involvement by Reclamation is not anticipated during the performance of activities funded under this cooperative agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION			Recipient	Reclamation	TOTAL COST
	Price	Unit	Quantity			
SALARIES AND WAGES						
Civil Engineer	\$ 34.52	hr	533	\$ 18,399.16	\$ -	\$ 18,399.16
Engineering Inspector	\$ 25.58	hr	184	\$ 4,706.72	\$ -	\$ 4,706.72
Subtotal				\$ 23,105.88	\$ -	\$ 23,105.88
FRINGE BENEFITS						
Fringe - Civil	44.33%	percent	\$ 18,399.16	\$ 8,156.35	\$ -	\$ 8,156.35
Fringe - Inspector	44.45%	percent	\$ 4,706.72	\$ 2,092.14	\$ -	\$ 2,092.14
Subtotal				\$ 10,248.48	\$ -	\$ 10,248.48
PROFESSIONAL SERVICES/CONTRACTS						
Construction	\$1,359,270.64	total	1	\$ 1,159,270.64	\$200,000.00	\$1,359,270.64
Design	\$ 131,586.00	total	1	\$ 41,586.00	\$ 95,000.00	\$ 136,586.00
Preconstruction Services	\$ 39,085.00	total	1	\$ 39,085.00	\$ -	\$ 39,085.00
Materials Testing	\$ 13,028.00	total	1	\$ 13,028.00	\$ -	\$ 13,028.00
Permits	\$ 41,183.00	total	1	\$ 41,183.00	\$ -	\$ 41,183.00
Subtotal				\$ 1,294,152.64	\$295,000.00	\$1,589,152.64
TOTAL DIRECT COSTS				\$ 1,327,507.00	\$295,000.00	\$1,622,507.00
Environmental Costs						
Retained by Reclamation				\$ -	\$ 5,000.00	\$ 5,000.00
TOTAL PROJECT/ACTIVITY COSTS:				\$ 1,327,507.00	\$300,000.00	\$1,627,507.00

7.2 Cost Sharing Requirement

At least 50 percent non-federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

7.4 Allowable Costs (2 CFR Part §225)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following Office of Management and Budget (OMB) Circular, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments"

Expenditures for the performance of this Agreement must conform to the requirements within this Circular. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final report.

7.5 Changes (43 CFR §12.70).

(a) *General.* Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) *Relation to cost principles.* The applicable cost principles (see 43 §12.62) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and subgrants even if paragraphs (c) through (f) of this section do not.

(c) *Budget changes.*

(1) *Nonconstruction projects.* Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) *Construction projects.* Grantees and subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) *Combined construction and nonconstruction projects.* When a grant or subgrant provides funding for both construction and nonconstruction activities, the grantee or subgrantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from nonconstruction to construction or vice versa.

(d) *Programmatic changes.* Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under nonconstruction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award, *unless included in the initial funding proposal*. This approval requirement is in addition to the approval requirements of 43 §12.76 but does not apply to the procurement of equipment, supplies, and general support services.

(e) *Additional prior approval requirements.* The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) *Requesting prior approval.*

(1) A request for prior approval of any budget revision will be in the same budget format the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see §12.62) may be made by letter.

(3) A request by a subgrantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the subgrantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the subgrantee's request.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 43 CFR 12.83.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Manager for this Agreement shall be:

Robin Bain
Environmental Resources Manager
8401 W. Monroe
Peoria, Arizona 85345
Phone: 623-773-7213; Email robin.bain@peoriaaz.gov

Changes to Key Personnel require compliance with 43 CFR 12.70(d)(3).

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Shawna Thompson, LC-10100
Bureau of Reclamation
P.O. Box 61470
Boulder City, NV 89006
Phone: 702-293-8570; Email: smthompson@usbr.gov

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Lynne Fisher, PXAO-7000
Bureau of Reclamation
6150 W. Thunderbird Road
Glendale, Arizona 85306
Phone: 623-773-6273; Email: lfisher@usbr.gov

(a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:

- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
- (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
- (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
- (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
- (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Jeremy Brooks, LC-10105
Bureau of Reclamation
P.O. Box 61470
Boulder City, NV 89006-1470
Phone: 702-293-8551; Email: jjbrooks@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material non-compliance with the terms and conditions of the award. Non compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 43 CFR §12.83.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (43 CFR §12.80)

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.*

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

REQUIRED REPORTS	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (43 CFR 12.80) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending March 31, 2014	N/A
Submit to:	Grants Officer at LCFA@usbr.gov	Grants Officer at LCFA@usbr.gov
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending March 31, 2014	N/A
Submit to:	Grants Officer at LCFA@usbr.gov	Grants Officer at LCFA@usbr.gov

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable State, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

11. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

12. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

13. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

14. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

- (a) **IN GENERAL.**—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.
- (b) **TORT CLAIMS ACT.**—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

II. RECLAMATION STANDARD TERMS AND CONDITIONS - STATES, LOCAL GOVERNMENTS, AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

1. REGULATIONS

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this Agreement. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

1.1 Colleges and Universities that are Recipients or sub-recipients shall use the following:

2 CFR Parts 215 and 220 (Circular A 21), “Cost Principles for Educational Institutions”

Circular A 110, as amended September 30, 1999, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, “Audits of States, Local Governments, and Non-Profit Organizations”

1.2 State, Local and Tribal Governments that are Recipients or sub-recipients shall use the following:

2 CFR Part 225 (Circular A 87), “Cost Principles for State, Local, and Indian Tribal Governments”

Circular A 102, as amended August 29, 1997, “Grants and Cooperative Agreements with State and Local Governments” (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12, Subpart C)

Circular A-133, revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations”

1.3 Nonprofit Organizations that are Recipients or sub-recipients shall use the following:

2 CFR Part 230 (Circular A 122), “Cost Principles for Non-Profit Organizations”

Circular A 110, as amended September 30, 1999, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, “Audits of States, Local Governments, and Non-Profit Organizations”

1.4 Organizations other than those indicated above that are Recipients or sub-recipients shall use the basic principles of OMB Circular A-110 (Codification by Department of Interior, 43 CFR 12, Subpart F), and cost principles shall be in accordance with 48 CFR Subpart 31.2.

1.5 43 CFR 12.77 sets forth further regulations that govern the award and administration of subawards by State governments.

2. PAYMENT

2.1 Payment Standards. (43 CFR §12.61)

(a) *Scope.* This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to subgrantees and contractors.

(b) *Basic standard.* Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) *Advances.* Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

(d) *Reimbursement.* Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and subgrantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or subgrantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or subgrantee will be based on the grantee's or subgrantee's actual rate of disbursement.

(e) *Working capital advances.* If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of payment shall not be used by grantees or subgrantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the subgrantee to meet the subgrantee's actual cash disbursements.

(f) *Effect of program income, refunds, and audit recoveries on payment.*

(1) Grantees and subgrantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f)(1) of this section, grantees and subgrantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) *Withholding payments.*

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or subgrantees unless—

(i) The grantee or subgrantee has failed to comply with grant award conditions, or

(ii) The grantee or subgrantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §12.83(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) *Cash depositories.*

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State Agreement.

(i) *Interest earned on advances.* Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

3. PROCUREMENT STANDARDS (43 CFR §12.76)

(a) *States.* When procuring property and services under a grant, a state will follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.*

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.*

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §12.76. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed* —(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$150,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §12.76(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.*

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §12.62). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold.)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

4. EQUIPMENT (43 CFR §12.72)

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

(c) *Use.*

(1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §12.65(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided Federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 12.72(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

5. SUPPLIES (43 CFR §12.73)

(a) *Title.* Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other Federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT (31 U.S.C. 7501-7507)

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § ___.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

8. ENFORCEMENT (43 CFR §12.83)

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (2 CFR 29.5.12 and 2 CFR 1400, Subpart C).

9. TERMINATION FOR CONVENIENCE (43 CFR §12.84)

Except as provided in 43 CFR §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
- (ii) inform the owner in writing of what it believes to be the market value of the property

(d) **Review of Land Acquisition Appraisals.** Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: August 18, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Job Order Contract, J. Banicki Construction, P83 Entertainment District Improvements

Purpose:

This is a request for the City Council to a) approve an individual job order contract to J. Banicki Construction in an amount not to exceed \$1,465,587 for construction services for a portion of Phase 1 of the P83 Entertainment District Improvements, and b) authorize the City Manager to execute any applicable agreement documents related thereto. This individual job order approval will utilize the City of Peoria Job Order Contract (Solicitation P11-0006A, ACON 42011).

Background/Summary:

The City completed a Design Concept Report (DCR) in February 2014 for P83 Entertainment District Improvements. The City then entered into two design contracts for the design of the Phase 1 elements from the Design Concept Report. The Phase 1 improvements are identified as the signage elements, corner treatments, a pedestrian crossing of 83rd Avenue, and a landscaped median. The focus of Phase 1 is the main improvements along 83rd Avenue from Bell Road to Stadium Way.

J. Banicki Construction will construct the signage and z-crossing elements of the phase 1 improvements for the P83 Entertainment District Improvements. The signage elements are the vehicular directional, the pedestrian directories, streetscape pylons, and P83 signage at the corner treatments. These elements will improve the identity of the area and provide way finding for what is available in the area. The pedestrian crossing is a focal point as well with the yellow sails providing shade as well as visual interest in the area. The crossing works with the existing stadium layout as well as with the future development of the parking lot into a commercial hub with retail and restaurants.

Future phases of the P83 Entertainment District Improvements will add additional elements on 83rd Avenue and will bring features to Paradise Lane and Arrowhead Fountain Center Drive.

The City has had public meetings in September 2013 and May 2014 to show the businesses and public the concepts that will be constructed with this first phase of development.

Construction will begin in October 2014 and will be completed by Spring Training 2015. A majority of the elements will be in place prior to the Super Bowl in February 2015.

Previous Actions:

There are no previous actions pertaining to the use of J. Banicki Construction and/or JOCs for the final design or construction of the P83 Entertainment District Improvements.

Previous Council actions pertaining to P83 Entertainment District improvements include:

- August 2011 Study Session - Economic Development Services (EDS) presented the original concepts from Gensler
- July 2012 Study Session - EDS presented an update on the P83 DCR and the PSP project
- September 2013 Study Session – Engineering presented an update on the DCR and the Public Meeting from September 2013

Options:

- A:** Approve an individual job order to J. Banicki Construction in an amount not to exceed \$1,465,587 for construction services for a portion of Phase 1 of the P83 Entertainment District Improvement Project and authorize the City Manager to execute any applicable agreement documents related thereto.
- B:** Deny the award of the individual job order to J. Banicki Construction. The ability of staff to move the project forward into design and construction will be compromised. The amount of construction which can be completed prior to Spring Training 2015 will be adversely impacted.

Staff's Recommendation:

Staff recommends that Council approve an individual job order to J. Banicki Construction in an amount not to exceed \$1,465,587 for design and construction services for Phase 1 of the P83 Entertainment District Improvement Project, and authorize the City Manager to execute any applicable agreement documents related thereto.

Fiscal Analysis:

Funding for this \$1,465,587 contract is provided in the Streets Capital Projects, Street System Account (4150-4150-CIPOF-543001-ED00002CO) and the County Transportation Tax, Street System Account (4550-4550-CIPOF-543001-ED00002CO).

The ongoing maintenance of all of the phase 1 items will need to be evaluated on an annual basis. We have forecasted the amounts as follows: \$32,000 per year, every 3rd year \$62,000, and every 5 years \$182,000 for various maintenance and replacement costs.

Narrative:

This Contract Amendment has been reviewed by the Engineering Department, Finance Department, Materials Management Division, and the City Attorney's office.

Exhibits:

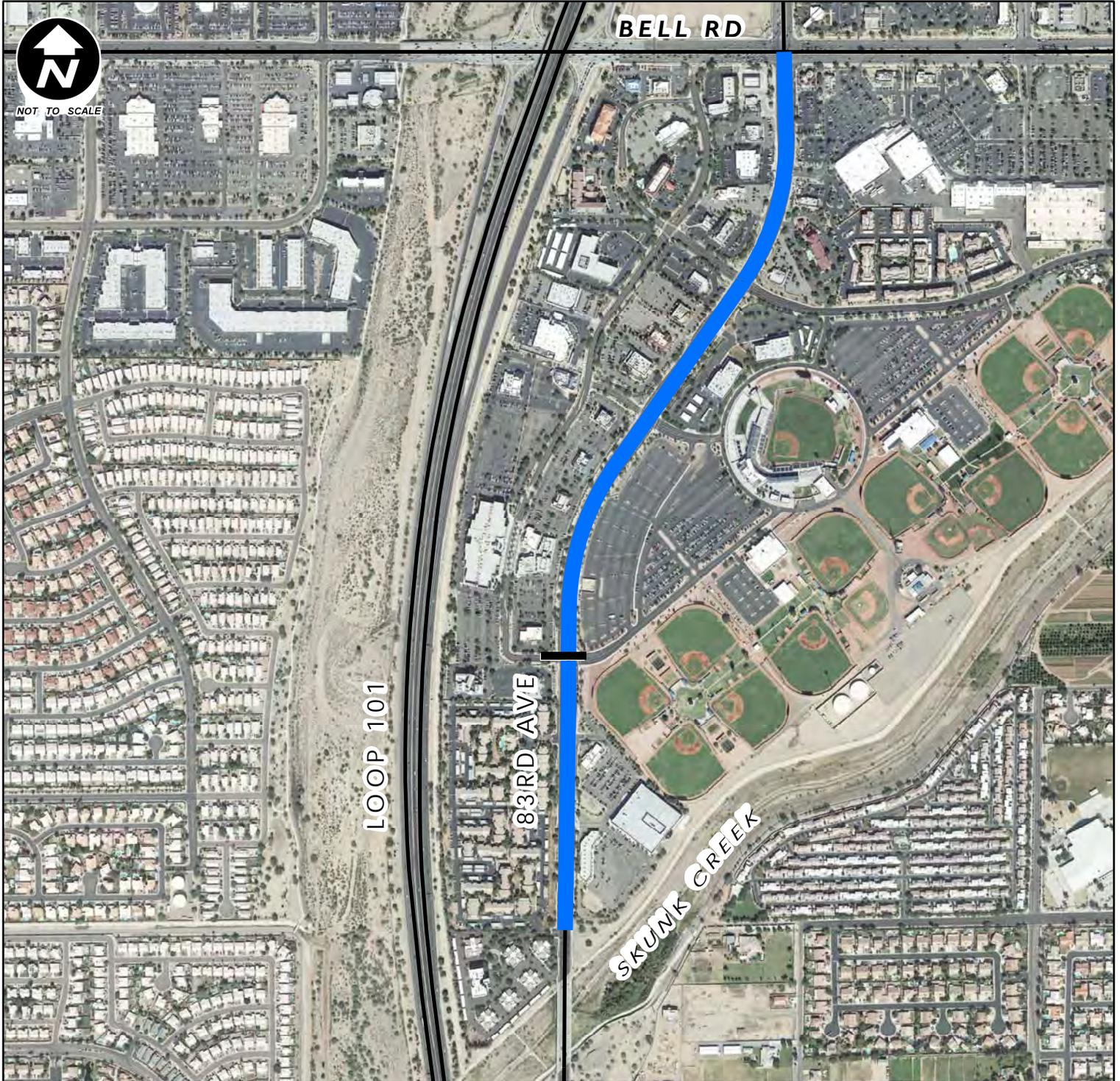
Exhibit 1: Location Map

Exhibit 2: Vicinity Map

Contact Name and Number: Adina Lund, Engineering Supervisor, 623-773-7249



NOT TO SCALE



LEGEND

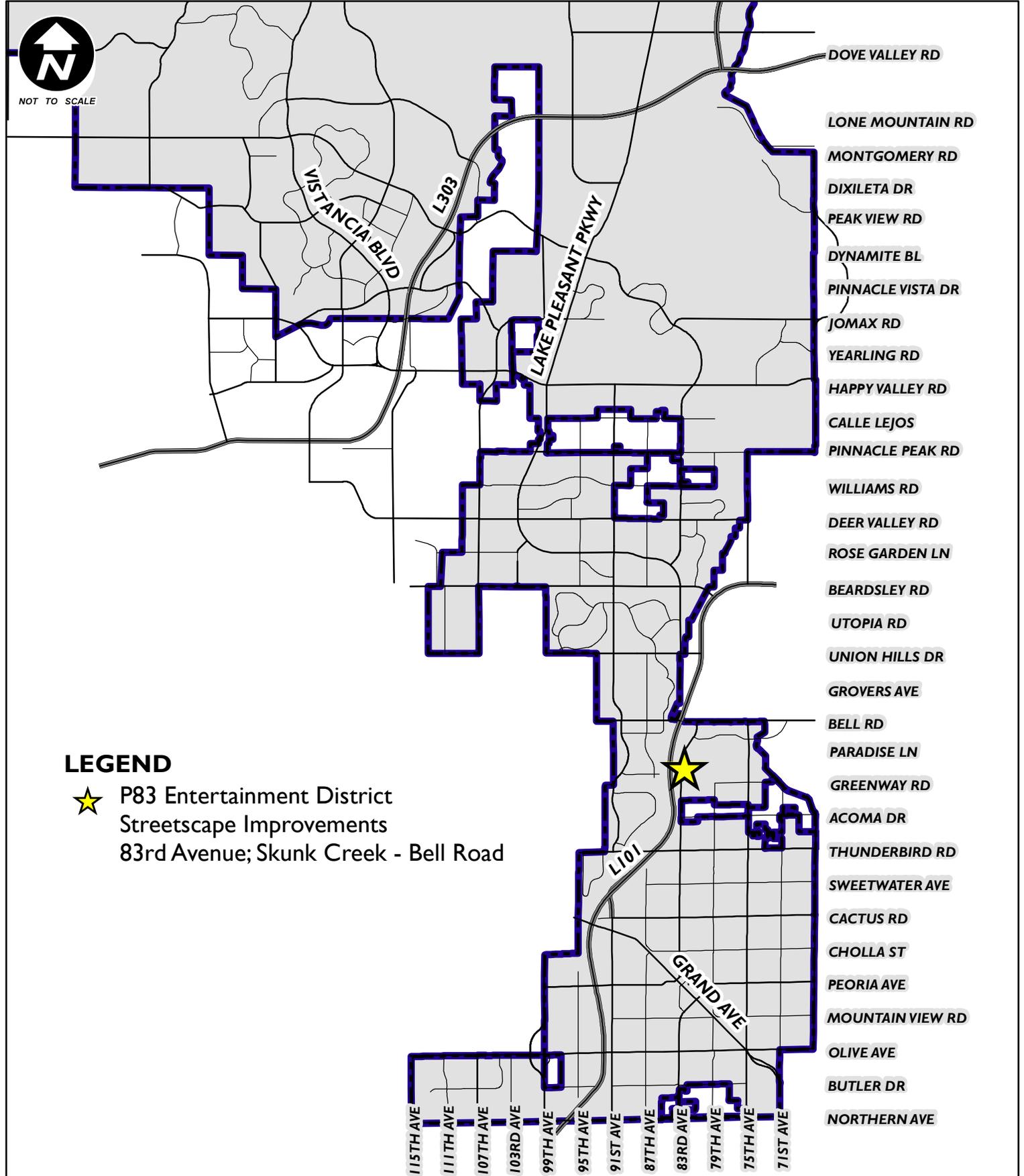
 Streetscape Improvements



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



NOT TO SCALE



LEGEND

- ★ P83 Entertainment District Streetscape Improvements
83rd Avenue; Skunk Creek - Bell Road

- 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

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C

Date Prepared: July 25, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Job Order Contract, Valley Rain Construction, P83 Entertainment District Improvements

Purpose:

This is a request for the City Council to a) approve an individual job order contract to Valley Rain Construction in an amount not to exceed \$2,393,447 for construction services for a portion of the Phase 1 of the P83 Entertainment District Improvements, and b) authorize the City Manager to execute any applicable agreement documents related thereto. This individual job order approval will utilize the City of Peoria Job Order Contract (Solicitation No. P13-0063(A), ACON44413). Additionally, staff requests a budget adjustment to make design savings available for construction.

Background/Summary:

The City completed a Design Concept Report (DCR) in February 2014 for P83 Entertainment District Improvements. The City then entered into a contract with Valley Rain for the design of the Phase 1 elements from the Design Concept Report. The Phase 1 improvements are identified as the signage elements, corner treatments, and a landscaped median. A separate contractor and designer are moving forward with the design and construction of the pedestrian crossing of 83rd Avenue which is the final element of the Phase 1 improvements. The focus of Phase 1 is the main improvements along 83rd Avenue from Bell Road to Stadium Way.

Valley Rain Construction will construct the landscaping, irrigation, and lighting elements of the Phase 1 improvements for the P83 Entertainment District Improvements. The corner treatments at Arrowhead Fountain Center and Bell Road, Paradise Lane and 83rd Avenue, Stadium Way and 83rd Avenue, and Mariners Way and 83rd Avenue will add planters, landscaping, and glass block walls; they are the cornerstone for meeting up with people and a great photo opportunity with the large P83 symbol. The landscaping includes a palm tree themed median with complimentary plants. The palm trees will have extensive uplighting at the medians and the corners providing a different look by night.

Future phases of the P83 Entertainment District Improvements will add additional elements on 83rd Avenue and will bring features to Paradise Lane and Arrowhead Fountain Center Drive.

The City has had public meetings in September 2013 and May 2014 to show the businesses and public the concepts that will be constructed with this first phase of development.

Construction will begin in October 2014 and will be completed by Spring Training 2015. A majority of the elements will be in place prior to the Super Bowl in February 2015.

Previous Actions:

There are no previous actions pertaining to the use of Valley Rain Construction and/or JOCs for the final design or construction of the P83 Entertainment District Improvements.

Previous Council actions pertaining to P83 Entertainment District improvements include:

- August 2011 Study Session - Economic Development Services (EDS) presented the original concepts from Gensler
- July 2012 Study Session - EDS presented an update on the P83 DCR and the PSP project
- September 2013 Study Session – Engineering presented an update on the DCR and the Public Meeting from September 2013

Options:

- A:** Approve an individual job order to Valley Rain Construction in an amount not to exceed \$2,393,447 for construction for a portion of the Phase 1 of the P83 Entertainment District Improvement Project and authorize the City Manager to execute any applicable agreement documents related thereto. To facilitate this, staff requests a budget adjustment to make design savings available for construction.
- B:** Deny the award of the individual job order to Valley Rain Construction. The ability of staff to move the project forward into design and construction will be compromised. The amount of construction which can be completed prior to Spring Training 2015 will be adversely impacted.

Staff's Recommendation:

Staff recommends that Council approve an individual job order to Valley Rain Construction in an amount not to exceed \$2,393,447 for construction services for a portion of the Phase 1 of the P83 Entertainment District Improvement Project, and authorize the City Manager to execute any applicable agreement documents related thereto.

Fiscal Analysis:

Funding for this \$2,393,447 Contract is provided in the Streets Capital Projects, Street System Account (4150-4150-CIPOF-543001-ED00002CO) and the County Transportation Tax, Street System Account (4550-4550-CIPOF-543001-ED00002CO). The original design portion of the contract was awarded to Valley Rain in April 2013 for \$270,820.74.

Additionally, staff requests a budget adjustment to make design savings available for construction, moving \$97,887 from General Fund, Other Professional Services (1000-0310-CIPOF-520099-ED00002DS) to General Fund, Street System Account (1000-0310-CIPOF-543001-ED00002CO).

The ongoing maintenance of these items will need to be evaluated on an annual basis. We have forecasted the amounts as follows: \$32,000 per year, every 3rd year \$62,000, and every 5 years \$182,000 for various maintenance and replacement costs.

Narrative:

This Contract Amendment has been reviewed by the Engineering Department, Finance Department, Materials Management Division, and the City Attorney's office.

Exhibits:

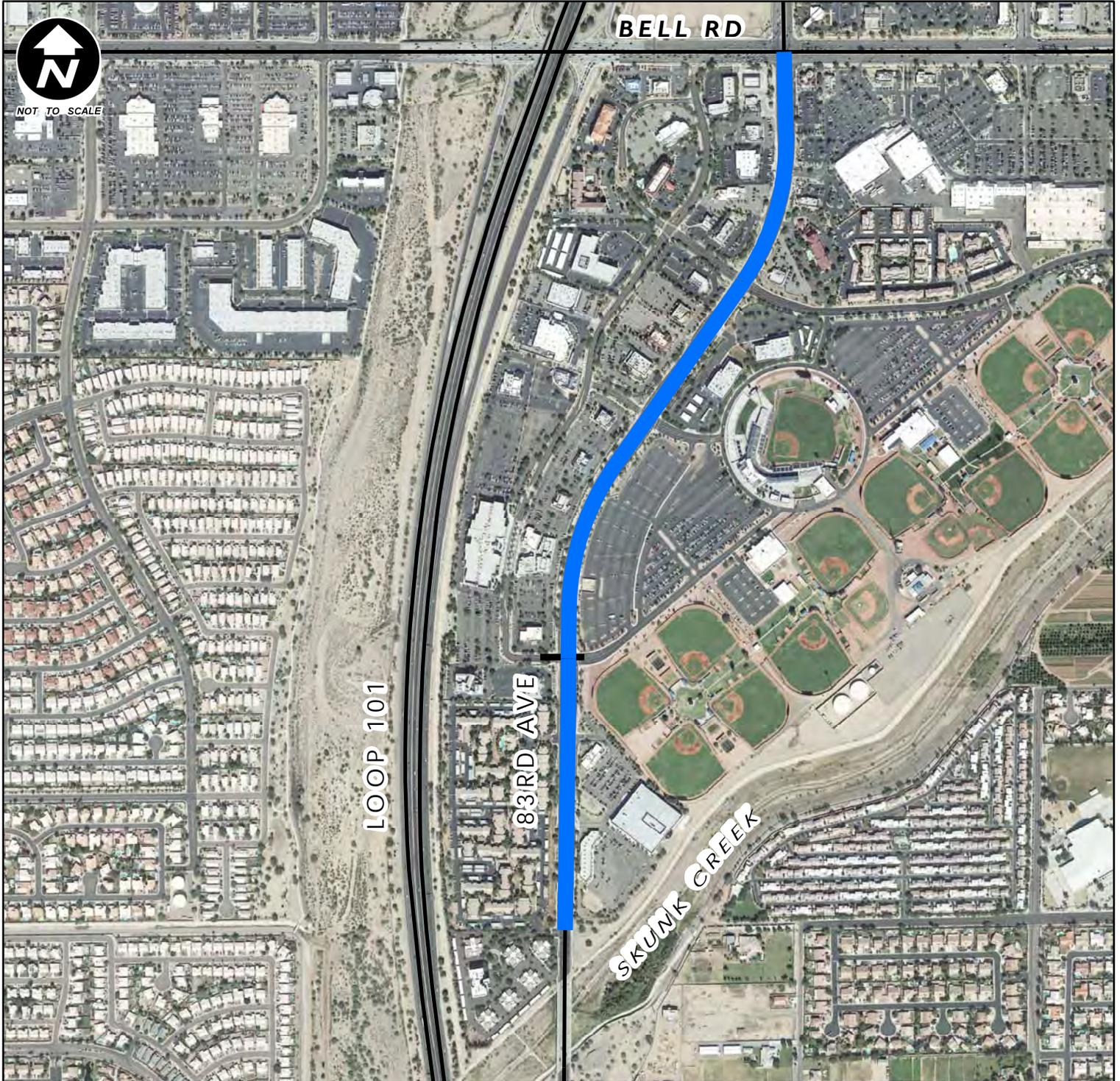
Exhibit 1: Location Map

Exhibit 2: Vicinity Map

Contact Name and Number: Adina Lund, Engineering Supervisor, 623-773-7249



NOT TO SCALE



LEGEND



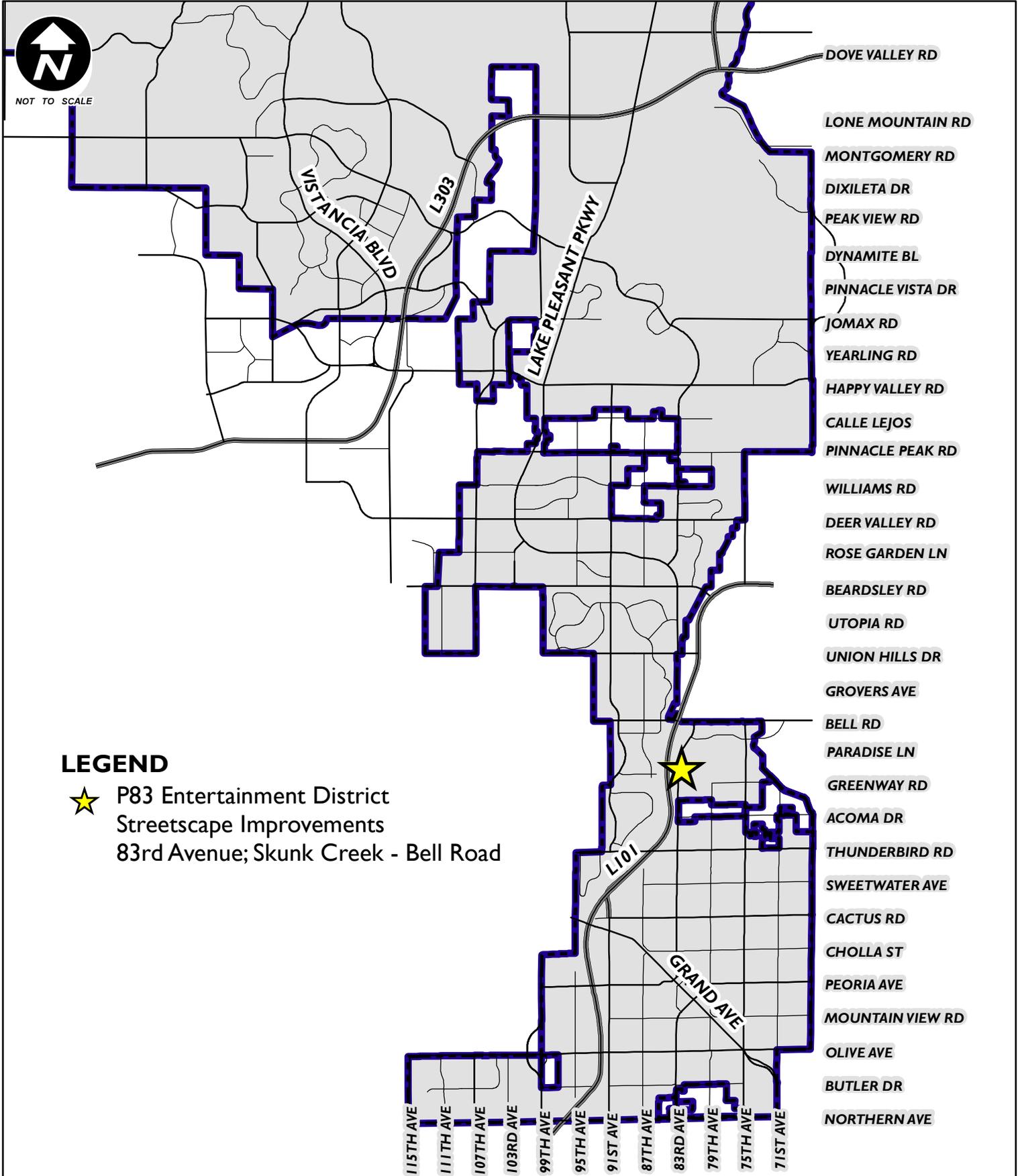
Streetscape Improvements



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



NOT TO SCALE



LEGEND

- ★ P83 Entertainment District Streetscape Improvements
83rd Avenue; Skunk Creek - Bell Road

- 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

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION****Date Prepared: August 27, 2014****Council Meeting Date: September 16, 2014**

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

FROM: Scott Whyte, Economic Development Services Director

SUBJECT: City Council authorization for the award of a professional services contract to Wadley-Donovan Group for the purpose of completing the EDIS Part 2, in an amount not to exceed \$98,554.

Purpose: This is a request for the City Council to authorize the City Manager to execute a professional services contract with Wadley-Donovan Group, in an amount not to exceed \$98,554, for the completion of the Economic Development Implementation Strategy (EDIS) Part 2.

Background/Summary: The City's first Economic Development Implementation Strategy (EDIS), completed in December 2010 by Wadley-Donovan Group, and was initiated in order to create a strategy going forward to accomplish the City's economic development objectives. Between 2010 and 2014, the City of Peoria achieved many successes as a direct result of the recommendations made in the EDIS, including but not limited to:

- Attraction of Trine University and Huntington University
 - Establishment of BioInspire
 - Investment Zone Development:
 - Entertainment District through the Avenue Shoppes at P83 redevelopment project, with an executed development agreement and ground lease;
 - Vistancia Commercial Core through infrastructure improvements, business attraction, marketing, and master development program creation;
 - Old Town revitalization through commercial rehabilitation and strategic partnerships to create redevelopment opportunities;
 - Rovey Industrial Park marketing, end user attraction, and pursuing development interest to create a new industrial park in the City; and
 - Park West through a development agreement to bring targeted industries to the lifestyle center.
 - Creation of the City's Economic Development Incentive and Investment Policy
 - Fast track permitting:
 - Plan Review Self Certification Program; and
 - Over the Counter Plan Review Program
 - Economic Development Website improvements
 - Creation of a Marketing and Communications Plan for economic development Citywide
 - Attraction of new industries: Maxwell Technologies and GEPACK
-

While Peoria has successfully implemented most of the EDIS Part 1 recommendations, economic, real estate, and industry changes require new economic development strategies and approaches to be considered given new economic trends facing Peoria, the region, the state, and the nation.

The City needs an updated strategy for the next five years that will help us fine-tune our efforts with respect to the following:

- Attracting high-wage employment and base industries
- Absorbing existing space
- Redeveloping underutilized space and revitalizing targeted areas in the City
- Containing retail leakage
- Refocusing workforce development to skills required by the new economy
- Maximizing the presence of our newly recruited institutions of higher learning
- Realizing the full potential of BioInspire
- Building a health care sector
- Creating a tourism and convention strategy
- Retaining and expanding quality employers

In conducting this in-depth analysis, the City will be able to continue to align Council goals with targeted opportunities. The purpose of the EDIS Part 2 will be to improve and update Peoria's implementation-based road map to achieve the City's stated economic development goals. The EDIS Part 2 will encompass all of the economic analysis and data driven conclusions and recommendations necessary to achieve the desired outcomes, organized in the following areas defined as the Economic Development Services Department's core functions:

- Business Retention and Expansion
- Business Attraction
- Workforce Development
- Redevelopment
- Real Estate Development

Following a review of the EDIS Part 2 scope of work by the Economic Development Advisory Board, staff conducted the City's first-ever Request for Proposals (RFP) informational webinar with twelve (12) companies. Respondents were asked to consider a scope of work in response to the following initiatives sought by the City of Peoria post EDIS Part 1:

- Next steps for the BioInspire / Medical Device Incubator
- Next steps for Old Town Redevelopment
- Business Retention Efforts
- Workforce Development Strategies
- Analysis of EDIS Phase 1 Initiatives not yet implemented
- Health Care Attraction
- Tourism and Convention Attraction
- Emerging Economic Drivers

- Financing Mechanisms

On July 22, 2014, the City of Peoria received ten (10) proposal responses from qualified consulting firms and established an EDIS Part 2 Selection Committee from the local and regional community to review and rank the proposals, as well as assist with an interview of shortlisted candidates. The Selection Committee consisted of the following individuals:

- Shelley Bade, Owner of Peoria-based My Office and Peoria EDAB Committee Member (10 years of service)
- Chris Camacho, Executive Vice President, Greater Phoenix Economic Council
- Jeanine Jerkovic, Economic Development Manager, City of Peoria
- Michelle Rider, President & CEO of WESTMARC
- Kevin Sullivan, Senior Vice President, Business Development, Arizona Commerce Authority

The Selection Committee reviewed and shortlisted proposals on August 4, 2014, and on August 19, 2014, they conducted interviews. The Committee formally selected Wadley-Donovan Group to once again help spearhead this very important initiative for the City of Peoria by completing the EDIS Part 2.

Wadley-Donovan Group has provided economic and workforce development consulting services to public and private clients globally since 1975 and is among the oldest and largest privately-held, integrated economic development, workforce development and corporate location consulting firms in the country.

An informational meeting with the Economic Development Advisory Board (EDAB) was held on September 10, 2014 to update EDAB on the EDIS Part 2 purpose and process. Staff anticipates a work process to take place from October 2014 through April 2015, with a final draft completed by summer 2015. Council consideration for adoption of the final EDIS Part 2 is anticipated in fall 2015.

Previous Actions: There have been no previous Council actions with respect to the EDIS Part 2.

Options:

A: Authorize the City Manager to execute the professional services contract with Wadley Donovan Group. This action will enable the EDIS Part 2 process and document to be completed.

B: Reject the request to enter into a professional services contract for the completion of the EDIS Part 2. This would result in the termination of the EDIS Part 2 process.

Staff's Recommendation: Authorize the City Manager to enter into a professional services contract with Wadley-Donovan Group for the purpose of conducting the second installment of the comprehensive Economic Development Implementation Strategy, or EDIS Part 2, in an amount not to exceed \$98,554.

Fiscal Analysis: Payment, not to exceed \$98,554, for the EDIS Part 2 will be made from the Business and Real Estate Development Other Professional Services Account 1000-0352-520099.

Exhibit 1: Professional Services Contract



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: **P14-0029**

Proposal Due Date: **July 22, 2014**

Materials and/or Services: **Economic Development
Implementation Strategy
(EDIS) – Part II**

Proposal Due Time: 5:00 P.M. AZ Time

Contact: Lisa Houg, CPPB

Mailing Address: City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Phone: (623) 773-7115

Pre-Proposal Meeting: **July 2, 2014 @ 9:00 a.m. AZ
Time – Email Lisa Houg for
GoToWebinar information.**

Project No: NA

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Phone: ~~(973) 379-7700~~ ⁹⁷³⁻⁵⁹³⁻⁹²⁰⁰ Fax: ~~(973) 379-7771~~ ⁹⁷³⁻⁵⁹³⁻⁹²¹⁰

Name: William Fredrick

Email: wfredrick@wadley-donovan.com

Wadley-Donovan Group

Company Name

235 Main Street Suite 286
150 Morris Avenue, Suite 203

Address

Madison, NJ 07940
Springfield, NJ 07081

City

State

Zip Code

[Signature]
Authorized Signature for Offer

William Fredrick

Printed Name

President

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Rhonda Geriminsky, City Clerk

CC: _____

Contract Number: _____

Official File: _____

City of Peoria, Arizona.

Effective Date: _____

Approved as to form:

Stephen M. Kemp, City Attorney

Contract Awarded Date _____

Carl Swenson, City Manager



SOLICITATION AMENDMENT

Solicitation No: P14-0029
 Description: EDIS - Part II
 Amendment No: One (1)
 Solicitation Due Date: July 22, 2014
 Solicitation Due Time: 5:00 p.m.

**Materials Management
 Procurement:**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The following Questions and Answers were addressed at the Pre-Proposal meeting and are listed here for informational purposes. Due to technical difficulties, the Webinar was not able to be recorded. However, a copy of the power point presentation is located on the FTP site.

Questions & Answers:

- Q1. Is it acceptable to send the sample documents requested in the RFP electronically?
 A1. We can accept a thumb drive or CD containing the sample documents.
- Q2. Is travel included in the \$100,000 budget?
 A2. Yes, the total available budget for the entire project including travel is \$100,000.
- Q3. Does the City expect the consultant to attend all 4 Council meetings?
 A3. Yes, it is important that the consultant provide updates at the four Council workshops that we have scheduled, but please note that we anticipate those workshops will take place within 24 hours of the update meetings for our Economic Development Advisory Board (EDAB), which we would also like the consultant to attend. We have done this to provide less trips for the consultant, especially if coming in from out of town - four trips rather than eight, each trip two days with an overnight.
- Q4. Can you provide URL for FTP site?
 A4. The FTP site information is in the RFP.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the

 7/22/14
 Signature Date

William Frederick President
 Typed Name and Title

Wadley-Denham Corp
 Company Name

235 Main St. Suite 286
 Address

Madison NJ 07940
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

July 3, 2014

at Peoria, Arizona

Lisa Houg
 Lisa Houg, CPPB
 Contract Officer



SOLICITATION AMENDMENT

Solicitation No: P14-0029
Description: EDIS – Part II
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Solicitation Due Date: July 22, 2014
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- Q5. Does firm have to be local in AZ?
A5. No, the firm does not have to be in Arizona to respond, but it would be helpful if a non-local firm could demonstrate a level of experience in providing quality studies to other non-local markets. Additionally, it would be helpful for a non-local firm not familiar with Arizona to be willing to gain an understanding of financing mechanisms, incentives and programs specific to Arizona in order to guide us in terms of project financing recommendations at the later part of the EDIS Part 2 process.
- Q6. Do we want the format for the plan the same as the EDIS Part 1?
A6. No, the format does not need to be the same.
- Q7. Are all dates in the schedule set or is there some flexibility?
A7. Yes, to some degree they are, although it is important that we stay on schedule. Mainly, dates other than the Council meetings are somewhat workable, but our goal is to stay on the timeline.
- Q8. If you know you are going to be out of town on 8/19 would an alternative date be allowed?
A8. At this time, 8/19 is the scheduled interview date. However, we are flexible with phone conference or web conference options.
- Q9. Is Skype an option for the Interview?
A9. Skype may or may not be an option but the City has web conference or phone conference options.
- Q10. When looking at comparative markets for advantages and disadvantages, do you have particular markets in mind already for an analysis, or are you expecting something at a higher level?
A10. We may have markets in mind, and we do want a higher level analysis to some degree, but the markets we have in mind may not be our true competitors, and that is what we are looking for assistance with identifying. Our competitors may vary by industry and may be different than was the case during the last strategic plan.
- Q11. Are we looking at community or regional comparative markets?
A11. Who our competitor markets are may not necessarily be at a community level but at a regional level, and it may depend upon the context and have to factor in primary industries, demographics, trends, and other factors.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - Waive any immaterial defect or informality; or
 - Reject any or all proposals, or portions thereof, or
 - Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

**Materials Management
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Phone: (623) 773-7115
Fax: (623) 773-7118

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Economic Development Implementation Strategy – Part II**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Time & Materials
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
7. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
8. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified in the Scope of Work, Submittal Requirements.
9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Plan and Method of Approach.
 - b. Firm and Staff Experience.
 - c. Cost Considerations.
 - d. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

11. **Pre-Proposal Conference:** A conference will be held at the Development and Community Services Building.

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Vantage Conference Room

DATE: Wednesday, July 2, 2014

TIME: 9:00 a.m., Arizona Time



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GOTOWEBINAR will also be available for Pre-Proposal Conference. Email Lisa.Houg@peoriaaz.gov for webinar information.

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
14. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
15. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
16. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
17. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
18. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.



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The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



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21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

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

27. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0029

Materials Management Procurement

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Fax: (623) 773-7118

28. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

29. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

30. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

31. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

32. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:



SPECIAL TERMS AND CONDITIONS

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- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>



SCOPE OF WORK

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A. INTRODUCTION AND BACKGROUND

Located in the Northwest Phoenix metropolitan region, the City of Peoria is consistently recognized for its high quality of life and talented, knowledgeable workforce. With a population of 160,000, the community offers one of the best school districts in the nation, some of the most educated workforce, award-winning recreational, cultural and arts amenities, and proximity to some of the top-performing entertainment, employment and retail districts in the state.

The City of Peoria, Arizona is interested in soliciting proposals from experienced economic development consulting firms to help develop the Economic Development Implementation Strategy (EDIS) Part 2, building upon Peoria's existing economic development action plan, the EDIS Part 1.

In 2010, Peoria, Arizona adopted EDIS Part 1, identifying several primary initiatives:

- University recruitment
- Investment zone development
- Health care recruitment
- Targeted industry attraction
- Strategic land assembly
- Medical device incubator
- Workforce development
- Permit streamlining

Since 2010, the City of Peoria, Arizona has had a number of successes as a result of the implementation of the EDIS, including:

- The recruitment of Trine University's extension campus to the community;
- The start of several investment zone projects, including the Avenue Shoppes in the P83 Entertainment District, Rovey Mega Site, Park West, Plaza Del Rio, and the Vistancia Commercial Core Mega Site;
- Successful Old Town revitalization initiatives;
- The launch of Arizona's first medical device-focused incubator, BioInspire, through a unique strategic partnership with private partners The Plaza Companies and BioAccel;
- The adoption of the Economic Development Incentive and Investment Policy (EDIIP), which established guidelines and procedures for the regulation and coordination of the City's economic development financial investments and created a return-on-investment template that has been applied to all eligible projects. The EDIIP was adopted to further economic development goals of creating high-wage, high-knowledge jobs on an innovation platform.
- The attraction of advanced manufacturer Maxwell Technologies to the community.

The City of Peoria is seeking to identify and select an outside independent organization to perform an analysis of the current economic conditions potentially impacting the community to make strategic economic development recommendations in the EDIS Part 2, addressing key strategies for the next 3-5 years and beyond.



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B. SCOPE, APPROACH AND METHODOLOGY

The City of Peoria EDIS Part 2 process should answer three main questions:

- Where are we today? (What is our current economic base?)
- How should we implement the established key initiatives contained in the scope of work? (What are the opportunities for economic base expansion?)
- How do we get there?

In addition, the EDIS Part 2 must align with the recommendations of the EDIS Part 1, and should acknowledge the strategic goals of WESTMARC, the Greater Phoenix Economic Council, and the Arizona Commerce Authority.

1. Scope of Work:

a. Economic Analysis: "Where are we?"

The Firm will conduct an updated economic and demographic analysis of the City of Peoria and its economic relationships to the surrounding Metropolitan Statistical Area (MSA). The purpose of this analysis will be to better understand Peoria's economy in the context of the larger metro economy in order to identify unique opportunities for economic growth and diversification.

During this portion of the study, the Firm will review relevant previous economic studies, reports and other related information provided by the City of Peoria. To the degree possible, City staff will make available local data requested by the Firm, understanding that the Firm may have better and more convenient sources of data than the City. The City will also provide information regarding its current economic development programs, staffing and budget.

b. Deliverable:

Peoria's Economic Base Analysis Report—a report containing a detailed analysis of the City of Peoria's economic base including:

- Analyze what regional, state, national and global economic trends have the potential for the most economic impact on Peoria's future economic composition since the previous EDIS was developed in 2010.
- Identify Peoria's industry growth potential within the greater area (County, State, MSA, Region, etc.), how the shared economies interact, and how each business sector contributes to the local economy.
- Relative to the stated economic development objectives of the City of Peoria, identify targeted industries by three-digit NAICS in the City that are:
 - Dominant and expected to grow
 - Dominant but waning due to industry/economic/technological or other trends or lack of infrastructure
 - Emerging and a good match; expected to grow
 - Currently non-existent but for which a good match exists
 - Comparison of workforce composition needed to attract targeted industries and existing workforce in Peoria and the West Valley of Greater Phoenix



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- Compile a list of comparative advantages and disadvantages to similar, competitive markets, including the key markets in which we compete for targeted industries.

2. Economic Development Issues Identification and Prioritization

- a. “How should we implement the established key initiatives contained in the scope of work?”

The Firm will evaluate Peoria’s competitiveness, perception, and services to local/regional businesses and the development community to determine more specifically what the business community views as key growth and economic development drivers or opportunities. Using the Economic Base Analysis as a starting point, the Firm will create an analysis of community strengths, weaknesses, opportunities and threats (SWOT) that may impact the City’s economic future relative to the stated economic development objectives of the City established in the EDIS Part 1. Questions to be asked could include: What are the key economic drivers from the business perspective? How is the City’s overall business climate?

This evaluation process will use the SWOT analysis to develop and prioritize a list of guiding principles. Of primary importance will be the development and prioritization of those goals that can be accomplished over a three to five-year timeframe. It will also be useful to identify those goals that the City needs to track and address over a longer, ten-year timeframe. Every effort should be made during this process to create a balance between developing an atmosphere that encourages open dialogue and an agenda structure that frames clear examination of the economic development issues.

The product of this task will be the identification and ranking of economic development implementation initiatives and a set of guiding principles for the development of strategies to implement the desired goals.

b. Deliverables:

i. SWOT Assessment

- A prioritized listing of strategic issues developed by business and community leaders that can serve as the basis for formulating goals, objectives and strategies (SWOT Results).
- Identify constraints and opportunities for economic development, e.g. housing supply, limited developable land, limited inventory of buildings by range of sizes, ease of commuting, infrastructure capacity, redevelopment and financing constraints, potential land value changes, business climate issues, etc.

ii. Measurable Goals and Objectives

A measurable, achievable set of goals and objectives for the next 3-5 years will guide the creation and implementation of the goals, objectives and strategies developed in the EDIS Part 2.

iii. Primary Opportunity Areas

- Identify Peoria’s most attainable targeted industries by three-digit NAICS directly linked to the findings of the economic analysis, the strengths and weaknesses assessment, and the EDIS Part 1. Prioritize and rank these industries, identifying which to focus economic development efforts on first. This list should act as the primary roadmap for the City’s future efforts in attracting new businesses as well as maintaining the businesses currently operating in the City.
- Identify physical locations as primary opportunities for targeted industries.
- Identify existing industry clusters in Peoria by location and types of industries.



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3. Strategic Plan

a. "How do we get there?"

The Firm will identify economic development goals and objectives based on research, data analysis and business input. The Firm will translate the goals and objectives into specific strategies, with actions and performance targets that are realistic and attainable.

The plan developed should focus on those strategies and activities that have the greatest potential for creating high quality jobs and increasing the tax base in the City of Peoria. The plan should also focus on those broader economic development activities where the City can meaningfully influence the creation and retention of jobs and tax base.

The Firm will work with City staff to identify organizational responsibility for completing each strategy (including strategic partners), funding requirements, overall impacts desired from the plan, and recommend an approach for evaluating and adjusting the plan during its useful life.

The Firm will work with the City of Peoria Economic Development Services team to present the completed EDIS Part 2 to the City Council, EDAB and participate in the presentation of the strategy to the community, as needed.

b. Deliverables:

A completed EDIS Part 2 ready for recommendation to the City Council: The Plan will include goals, objectives and implementation strategies that assist the City in further diversifying its economy. The EDIS Part 2 should address the following specific concerns:

- Generate actionable steps to identify and support "home grown" or local businesses and create strong ties between the needs of large – medium businesses and the entrepreneurial activity of small businesses, and new business sectors identified in the SWOT analysis.
- Identify areas in which increased collaboration would accrue economies of scale and benefit all parties and community partners that will help achieve strategic objectives. This could include key partnerships (government, private and non-profit) that will improve the success of the strategy. Provide recommendations as to the appropriate level of involvement from each party of these collaborations.
- Identify marketing strategies – what messages and campaigns ought to be implemented to:
 - Inform and influence site selection decision makers and Firms to attract targeted industries. Who are some of the major decision makers and Firms in the respective targeted industries? What information should be posted on the City of Peoria's website that will be most useful to corporate decision makers and national site selection Firms within each targeted industry?
 - Identify local incentive programs that will help attract new job growth in targeted industries.
 - Identify local incentive programs that will help retain existing jobs in targeted industries.
- Identify changes in land use and/or zoning that could facilitate achievement of the desired economic development objectives in relationship to the identified target industries and potential locations.
- Develop outcome measures to assess, monitor and improve the action strategies on an ongoing basis.
- Adhere to a timeframe at the discretion of the Peoria Economic Development Services Department. The City of Peoria asks that the Firm reserve the dates requested unless notified of an alternative date. At this time, the anticipated deliverables timeframe is as follows:



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Action Item	Date
Pre-Proposal Conference	7/2/14
Interviews (shortlisted firms only)	8/19/14
Economic Devt. Advisory Board (EDAB) Introductory Meeting	Mid-Oct 2014
Draft Economic Base Analysis Due	Mid-Dec 2014
City Council Study Session / Base Analysis	1/13/15
City Council Study Session 2	2/9/15
EDAB 1 st Presentation and Discussion	2/10/15
City Council Study Session 3	3/10/15
EDAB 2 nd Presentation and Discussion	3/11/15
City Council Study Session 4 / Final	4/14/15
EDAB Final Presentation and Discussion	4/15/15
Final Draft EDIS Part 2	June 2015
Formal City Council Adoption	Oct 2015

C. KEY INITIATIVES TO ADDRESS:

The EDIS Part 2 should focus on the following key initiatives outlined, as related to the deliverables described:

- **Next steps for the community’s medical device incubator, BioInspire:**
 - How do we approach the placement of companies that graduate from the incubator to create a viable medical device cluster?
 - How do we leverage a growing cluster to attract more technology, bioscience and innovation companies?
 - How can we grow biotech and be more successful?
 - What should BioInspire itself consider in terms of services, approach, etc. in meeting the needs of medical device companies to stay on the cutting edge of accelerator services?
- **Next steps for Old Town Redevelopment:**
 - How can we be more successful in the redevelopment and revitalization of Old Town?
 - What do we need to modify or address in terms of City actions to re-use existing or vacant or underutilized buildings in Old Town?
 - What actions will the City need to take to make significant improvements in the Old Town economy and built environment?
 - What funding sources are available and eligible for the type of redevelopment actions the City will need to take to effectively revitalize the Old Town area?
- **Customer service enhancements:**
 - Evaluate the usefulness of the certified site concept from the EDIS Part 1 and the permitting task force.
 - Should the City consider an ombudsman position to coordinate development activities and services with our customers?
 - Evaluate the entire development case submittal process from entitlements to inspections to look for process efficiencies.
- **Evaluation of Business Retention efforts:**
 - Is our business retention program effective?
 - Does it meet the needs of businesses?
 - What can we do to improve it?



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- What are the next items that we should focus on for maximum effectiveness and metrics to judge success?
- **Workforce Development Strategies:**
 - Does our approach still make sense?
 - Is there something else we can do?
 - How should we approach workforce development to gain maximum effectiveness in attracting targeted industries?
- **An analysis of EDIS phase 1 initiatives that have not yet been implemented:**
 - Looking at EDIS Part 1, what elements of the initial 11 initiatives have not been accomplished?
 - What is the best way forward for those remaining objectives?
 - What are some new ideas, a fresh look that can evaluate what we sought to do, what we did, what issues we encountered, and what solutions there might be?
 - Provide new insight on areas where we have had difficulty and/or areas for expansion where successful implementation has occurred.
- **Health Care Attraction Strategy:**
 - Develop a more specific health care attraction strategy.
 - Given that the City of Peoria seeks a health care campus, the changing dynamics of the health care industry, and its demographics and existing assets, what is the best strategy to pursue in attracting a health care campus?
 - Who are potential partners and end users looking to expand or create health care campuses in the West Valley that could be an opportunity in Peoria?
 - How do we get them to the table?
 - Reevaluating the Target Industry Advisory Group initiative, does this remain a necessary initiative and what would be the best structure for the stated outcome?
- **Tourism and Convention Attraction:**
 - The City is in need of a comprehensive tourism and convention attraction strategy attracting international, regional and local tourism.
 - Conduct a SWOT analysis for tourism opportunities in Peoria to draw conclusions and develop a roadmap detailing what the City needs to do to be successful at the international (Canada and Mexico to start), regional and local levels.
 - Consider:
 - What is an appropriate tourism and convention approach for Peoria?
 - Assess the hospitality, entertainment as well as other inputs and assets that need to be part of a compelling tourism platform for the City.
 - How does Peoria compare with the West Valley?
 - Based upon findings, what is the best route for the City to follow to grow international, regional and local tourism, and what are the key markets for Peoria to focus tourism marketing?
- **Identification of Emerging Economic Drivers:**
 - Understanding that the City is focused on building an innovation economy, that national emerging trends (such as personalized medicine, cyber security, and growth in medical devices) are some of the next markets?
 - Where do Peoria's strengths lie compared to the top 10 national economic drivers as evaluated against current Peoria assets on the ground and existing economic infrastructure already in place?
 - How is Peoria competitive?
 - How can we continue to grow the innovation economy that has emerged?



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- How can we leverage our current assets to become more competitive in attraction efforts for these emerging markets?
- Who are the right partners for us and how do we move forward?
- What is the strategy that enables us to aggressively and successfully pursue these trends?
- Strategy for advanced manufacturing business attraction including supply chains to the automotive and aerospace industries serving the US, Canadian and Mexican markets?
- Please consider technology, workforce and innovation, among other factors.
- **Assistance with Financing Mechanisms for Economic Development:**
 - There are various complex and creative financial tools that can aid economic development; which tools currently available to Arizona jurisdictions should Peoria consider as viable financial tools to help us achieve our economic goals?
 - Please consider all business attraction, residential university campus development, and redevelopment and infill development projects as you identify potential policy approaches with regard to financing options.
 - Include the following:
 - EB-5 program
 - New Market Tax Credits – which properties would qualify for these tax credits?
 - GPLET
 - Peoria Industrial Development Authority
 - Others



FTP SITE

Solicitation Number: **P14-0029**

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The Economic Development Implementation Strategy document can be accessed on the City's FTP website.

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<https://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: AEC91&!v

(password is case sensitive)

You should then see the available file. The file name for this project is P14-0029 – EDIS Part II. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P14-0029**

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Procurement

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1. Proposal Format

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 25 pages. **DO NOT BIND THE ORIGINAL COPY.**

2. Proposal Content

The following items shall be addressed in the proposal submission:

- a. Executive Summary – provide brief overview of the engagement and firm experience, as well as an identification of the main features and benefits of the proposed work.
- b. Plan and Method of Approach to accomplish the required services.
 - Include work plan, task schedule and anticipated City involvement to accomplish Scope of Work.
 - Provide information related to identifying new initiatives and evaluating new opportunities.
 - Provide samples from other projects.
 - Discuss other issues that may not have been identified in the project description, but that may be of relevance and importance based upon your firm's experience in providing similar services on other projects.
- c. Firm and Staff Experience.
 - Provide firm experience in the development of economic development implementation strategies, particularly for cities of Peoria's size and economic composition;
 - Include key project staff and their anticipated role for this project, a bio for each key staff member, and any involvement with projects similar to the services specified.
- d. Fee Schedule.
 - Include list of related tasks along with the estimated hours and cost for the project.
 - Include Total Not to Exceed Fee Amount. The total budget available for this contract is \$100,000.
 - If applicable, include any associated Travel or reimbursable costs.
- e. References.
 - A minimum of three (3) references from similar projects completed within the last five (5) years.

3. Evaluation Criteria

The proposals will be evaluated on the criteria as outlined in the Special Terms and Conditions, Section 10, Evaluation.

The City will shortlist 3-5 firms based on the criteria in this section and will interview the shortlisted firms. The interviews for the project will be scheduled on **August 19, 2014.**

4. Proposal Submittal and Contact Information



SUBMITTAL REQUIREMENTS

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Proposals will be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria
Materials Management
9875 N. 85th Avenue
Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m. on July 22, 2014.**

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov

Contact with city staff or designated committee members other than the designated contact person indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.



QUESTIONNAIRE

Solicitation Number: P14-0029

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Offeror will obtain a City of Peoria business license at the time of contract award.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No .

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

July 21, 2014

Ms. Lisa Houg
Contract Officer
City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Dear Ms. Houg:

Enclosed are one unbound original and five bound copies of a proposal for Economic Development Implementation Strategy (EDIS) - Part I, and one CD that provides the sample projects you requested. This proposal is being submitted by the Wadley-Donovan Group as the lead consultant, with Garnet Consulting Services, Inc., IHS Economics (formerly Global Insight), and CVL Consultants serving as sub-contractors.

Our proposed scope of services responds to all of the points in your RFP. Our process would provide the City of Peoria with the highest quality product to answer the three main questions of your EDIS Part 2 RFP: Economic Analysis ("where are we"), Economic Development Issues Identification and Prioritization ("how should we implement the established key initiatives contained in the scope of work"), and the Strategic Plan ("how do we get there").

We appreciate the opportunity to submit this proposal to you, and we would be honored to work with the City of Peoria again as a partner in the development of its Economic Development Implementation Strategy.

Please call me directly if you have any questions at (973) 379-7700, ext 102.

Yours Truly,




William Fredrick
President

Enclosures

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Exhibit: Team Biographies

Executive Summary

This proposal responds to the City of Peoria's RFP No. P14-0029 for preparation of an Economic Development Implementation Strategy (EDIS) – Part II. The proposal is submitted by the team of Wadley-Donovan GrowthTech, LLC (WDG), Garnet Consulting Services, Inc. (Garnet), IHS Economics (formerly IHS Global Insight), and Coe and Van Loo Consultants. WDG and Garnet were the co-leaders of the team that prepared EDIS I. This team will provide a combination of knowledge of the City and a fresh perspective. IHS Economics has one of the most extensive and robust economic development related databases and analytics available.

WDG and Garnet have collaborated on many projects similar to EDIS II. We have developed a methodology in which we have great confidence for delivering the greatest value in a highly cost-effective manner. This approach provides a general structure which we then tailor to best meet our clients' needs. The major phases and tasks discussed in this proposal represent our initial thinking on how this project can be carried out most effectively for Peoria. If selected to be your consultant, we will then work with you to fine-tune and finalize the scope of work.

The addition of IHS Economics to our team will provide you with the best possible data developed by one of the world's leaders in data collection, analysis and application.

Our Scope of Work consists of 18 tasks within five major phases:

- Phase 1 – Project Organization & Background Research
- Phase 2 – Detailed Project Research and Analysis
- Phase 3 – Draft EDIS II Formulation
- Phase 4 – Review of and Feedback on the Draft EDIS II
- Phase 5 – Final EDIS II Preparation & Adoption

The table providing details on the Scope of Work also provides the project schedule for all tasks and conforms to the schedule included in your RFP.

We have cited several relevant projects, along with references within this proposal and have provided full reports from several projects on an accompanying CD.

Our total budget for this project including all travel and administrative costs is \$98,554.

Introduction

The City of Peoria is seeking an independent firm or organization with which to partner in the development of an updated Economic Development Implementation Strategy. The Strategy is to build upon the City's current EDIS, be based upon an analysis of the City's current economic conditions impacting its economic development, and offer concrete actions for the City to take over the next 3-5 years.

The EDIS-Part II is to address three issues

1. Identify the current economic base of the City and the metro area, of which it is an integral part.
2. Evaluate Peoria's competitiveness, perception and services to local/regional businesses and the development community.

3. Conduct a SWOT analysis to develop and prioritize a list of guiding principles for an implementation plan.
4. Create a balance between developing an environment that encourages open dialogue and an agenda that provides a clear examination of the issues facing the City.
5. Identify the initiatives to be taken by the City developed from the detailed project analysis outlined in the City's RFP with an emphasis on the opportunities for economic base expansion. These initiatives are to focus on 10 initiatives outlined in the RFP:
 - The next steps for the City's medical device incubator
 - The next steps for Old Town redevelopment
 - Customer service enhancements
 - Evaluation of business retention efforts
 - Workforce development strategies
 - The analysis of EDIS Part I initiatives that have not yet been implemented
 - A healthcare attraction strategy
 - Tourism and convention attraction
 - The identification of emerging economic drivers
 - Assistance with financing mechanisms for economic development
6. Provide clear, realistic, obtainable strategies, based upon ranked initiatives, on how the City should reach the goals and objectives developed from the project's research, data analysis and business input. These strategies must offer the greatest potential for generating and retaining high quality jobs and tax base expansion, and be for a three to five year time-frame.

Our Work Plan and Approach

Work Plan and Schedule

WDG and Garnet have collaborated on many projects similar to EDIS II. We have developed a methodology in which we have great confidence for delivering the greatest value in a highly cost-effective manner. This approach provides a general structure which we then tailor to best meet our clients' needs. The major phases and tasks listed below represent our initial thinking on how this project can be carried out most effectively for Peoria. If selected to be your consultant, we will then work with you to fine-tune and finalize the scope of work. The suggested schedule will then be modified if necessary, staying within your June 2015 EDIS II completion date.

For the sake of brevity so as to keep within your 25 page limitation, we have not repeated all of the items specified in Scope of Work section of your RFP.

- However, we have noted your required deliverables or other critical work items, and the dates of delivery.

PROPOSAL TO THE CITY OF PEORIA, AZ
 PREPARATION OF THE ECONOMIC DEVELOPMENT IMPLEMENTATION STRATEGY PART 2

- We have also noted those areas where assistance by the City will be necessary.

Our approach to address the three questions in the Scope, Approach and methodology section of your RFP consists of 18 Tasks within five major phases:

- Phase 1 – Project Organization & Background Research
- Phase 2 – Detailed Project Research and Analysis
- Phase 3 – Draft EDIS II Formulation
- Phase 4 – Review of and Feedback on the Draft EDIS II
- Phase 5 – Final EDIS II Preparation & Adoption

The following Table shows the major Phases of the project, the Tasks included in each Phase, and the related schedule, assuming a late September/early October project start.

	Peoria EDIS II Work Plan Work Item	Completed during Month
Task	Phase 1 - Project Organization & Background Research	
1.	<p>Project Alignment Meeting – We will hold a conference call with staff and others you deem appropriate to review all elements of the project to assure that we begin work with full agreement on these elements. If needed, in conjunction with the beginning of our field research (see Task 6), we can hold an additional in-person orientation meeting with your team.</p> <ul style="list-style-type: none"> • Deliverable: Alignment Meeting notes. 	Sept or Oct 2014
2.	<p>Background Research – We will prepare a list of research needs (both informational and interview) for response by your staff and/or Project Oversight Committee. We will obtain and review all relevant studies, maps, plans, and other documents, and prepare a list of follow-up questions for discussion with you. This will include review of relevant reports and plans prepared by the City, WESTMARC, GPEC, the Arizona Commerce Authority, and other regional or state organizations and agencies. It will also include review of all appropriate websites. Having prepared EDIS I, we are already well-familiar with that report’s contents.</p> <ul style="list-style-type: none"> • Deliverable: Detailed research list and follow-up questions. • Deliverable: Summary notes from review of all information provided 	Oct 2014
3.	<p>Initial EDAB Meeting – As stipulated in your project schedule, we will hold an initial meeting with the Economic Development Advisory Board in mid-October unless that has already occurred as part of the Alignment Meeting process discussed in Task 1.</p>	Sept or Oct 2014
	Phase 2 - Detailed Project Research and Analysis	
4.	<p>Community Tour – Although we were given a community tour several years ago, and spent considerable time in various portions of Peoria, and one of our Team members, CVL Consultants, is very familiar with the City, we ask that staff provide</p>	Sept or Oct 2014

	<p align="center">Peoria EDIS II Work Plan Work Item</p>	<p align="center">Completed during Month</p>
	<p>an updated tour so that we can see changes in the community since EDIS I was prepared.</p>	
<p>5.</p>	<p>Detailed Project Research – We will design a multi-faceted research program including personal interviews, focus groups, community and group meetings, surveys (using an electronic Strengths, Weaknesses, Issues and Opportunities template developed and frequently used by Garnet and WDG), and other approaches to gain the information necessary to help us understand clearly the strengths and weaknesses of Peoria as a location for business, the primary opportunities for the future, and issues that must be addressed. The survey is intended as a primary tool for solicitation of the thoughts of your current businesses about Peoria as a location, and opportunities they see for future economic growth. We will depend on City staff to work with us to select the recipients of the survey and provide contact information. Similarly, we will rely on staff to identify businesses, organizations and individuals who should be interviewed or participate in focus groups. This will include WESTMARC, GPEC, the Arizona Commerce Authority, and other regional or state organizations and agencies.</p> <p>Research will be conducted in a manner similar to that used by businesses and site location consultants in evaluating potential locations for office, research, manufacturing and other business operations. Evaluation topics will include:</p> <ul style="list-style-type: none"> • Demographics • Economic Base • Location and Access to Markets • Transportation • Workforce • Education • Utilities • Telecommunications • Infrastructure (Other) • Business climate • Taxes • Public services and facilities • Business support services • Economic development support services • Entrepreneurship support • Financing and incentives • Available sites and buildings • Quality of life • Image and visibility • Planning and development • Leadership and politics • Other topics found appropriate <p>Research results will be used in preparing the SWOT discussed in Task 7.</p> <ul style="list-style-type: none"> • Deliverable: Project Research Plan • Deliverable: Electronic Strengths, Weaknesses, Issues and Opportunities template to be used as a survey form for gathering information from communities, organizations, businesses, and others as appropriate. 	<p align="center">Sept – Nov 2014</p>

	Peoria EDIS II Work Plan Work Item	Completed during Month
6.	<p>Economic Base and Trends Analysis – Team member his Global Insight will gather, prepare, review, package and analyze data that shows the current makeup and trends of the City’s economy, with comparisons to regional (the Phoenix-Mesa-Glendale MSA), state and national data and global trends where appropriate. The data will come from IHS-Global Insight’s extensive database and analytics capabilities, and from a review of previous reports and documents (see Task 2).</p> <p>The data will be packaged and analyzed so as to provide a sound statistical understanding of the City and region’s economic trends and potentials. Analytical approaches such as the preparation of a Location Quotient and Shift-Share Analysis will be used if found of value in understanding how the City’s economy is changing. We will package and provide data in accordance with the Site Selection Data Standards of the International Economic Development Council. We do this so that the data is both of value to us in our analysis, and available to you for future economic development marketing purposes (see these standards at: http://www.iedconline.org/web-pages/resources-publications/site-selection-data-standards/). Both WDG and Garnet were part of the group that created these standards.</p> <p>This data will be part of our SWOT Analysis (see Task 7) as well as provide one of the bases for identification of target industries, sectors and clusters for future development in Peoria (see Task 8), and for an understanding of the City’s economy within the context of the metro area and state.</p> <ul style="list-style-type: none"> • Deliverable: Detailed data profile and analysis of the City’s economic base and trends, and comparative data for the greater Phoenix region, Arizona, and the U.S. Important global trends will be noted and their impact on Peoria evaluated. All of the requirements listed under 1 (b) on pages 16 and 17 of the RFP will be covered, based upon IHS Global Insight data and analytics. We will present and discuss the Economic Base Analysis at the City Council Study Session on 1/13/15 (see Task 7). 	<p>Oct – Mid Dec 2014</p>
7.	<p>Product Assessment and Competitive Analysis (SWOT) – We will prepare a detailed written analysis (a SWOT/Situation Assessment) of:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Economic development trends in the City <input checked="" type="checkbox"/> The City’s primary marketable strengths as a location for business <input checked="" type="checkbox"/> The City’s primary weaknesses as a location for business <input checked="" type="checkbox"/> Major issues shaping the City’s economic development now or in the near future <input checked="" type="checkbox"/> Primary economic development opportunities on which the City can capitalize <input checked="" type="checkbox"/> Primary Opportunity Areas for future economic growth (see Task 9) <input checked="" type="checkbox"/> Tourism and convention opportunities with an initial focus on North 	<p>Dec 2014- Jan 2015</p>

	<p align="center">Peoria EDIS II Work Plan Work Item</p>	<p align="center">Completed during Month</p>
	<p>American cross-border travel (both Mexico and Canada)</p> <p><input checked="" type="checkbox"/> Recommendations for specific initiatives designed to capitalize on strengths and opportunities, and address weaknesses and issues.</p> <ul style="list-style-type: none"> • Deliverable: Detailed Competitive Assessment of the City and comparison with other appropriate areas. We will first submit an initial draft to the EDAB for review, and following that review, we will make any necessary modifications noted by the EDAB. The draft will contain draft initiatives that could be the focus of the City’s EDIS II. • Meeting: We will present and discuss the Data Analysis and Competitive Assessment with the City Council at their January 13, 2015 Study Session. • Deliverable: Based on feedback from the City Council and staff, we will make any additional necessary modifications to the Data Analysis and Competitive Assessment for final submission to the EDAB. • 	
<p>8.</p>	<p>Target Industry, Sector and Cluster Analysis – Based on our understanding of the City as an economic development “product” and IHS Global Insight’s vast capabilities in economic forecasting and cluster identification and overall analytics we will identify those industries that we believe:</p> <ul style="list-style-type: none"> • Would be most successful in Peoria (both those already in Peoria and those that could be created or recruited) • Fit best in the City’s character and economy • Offer the best opportunity to meet the County’s vision and goals • Regional economic trends and base <p>If necessary, we will collaborate with you to reduce a lengthy list of prospective industries to a reasonable and meaningful set of targets.</p> <p>Particular attention will be paid to forms of economic growth that currently exist or are emerging and are expected to be major economic drivers in the future. This will include those specified in the RFP (personalized medicine, cyber-security, medical devices) as well as others that are increasing in importance such as gerontological products and services, nanotechnology, new materials, additive manufacturing, and others. Our analysis will address all your questions listed on pages 20 -21 of the RFP.</p> <p>Deliverable: Identification of business sectors (at the three digit NAICS level or more detailed) and clusters that should be the primary focus to the County’s business development efforts. For each, we will specify Peoria’s competitive strengths and weaknesses and specific strategies for growing these sectors and clusters in Peoria. Where applicable, we will identify those existing industries that are not expected to grow in the future.</p>	<p align="center">Jan 2015</p>

	Peoria EDIS II Work Plan Work Item	Completed during Month
	<ul style="list-style-type: none"> • Meeting: The Target Industry, Sector and Cluster Analysis will be presented to and discussed with the City Council at its February 9, 2015 Study Session and the EDAB at its 1st Presentation and Discussion Session on February 10, 2015. As noted in below in Task 10, we will also discuss previously delivered reports. • Deliverable: Based on feedback from the City Council and staff, we will make any necessary modifications to the Target Industry, Sector and Cluster Analysis. 	
9.	<p>Opportunity Areas – We will identify, evaluate and make recommendations about specific physical locations in Peoria that should be the focus of future economic growth. This will include as a minimum:</p> <ul style="list-style-type: none"> ➤ The Old Town area ➤ The Entertainment District ➤ The Loop 303 corridor ➤ Existing or potential business parks and major vacant properties ➤ Bioinspire ➤ Areas most suitable for target industries identified in Task 8 ➤ Others as appropriate <ul style="list-style-type: none"> • Deliverable: We will provide a concise written report that discusses our findings and recommendations related to the identified Opportunity Areas. This will be presented to and discussed with the City Council at its February 9, 2015 Study Session and the EDAB at its February 10, 2015 meeting. 	Feb 2015
10.	<p>EDAB 1st Presentation and Discussion – Each of the analyses discussed above will be provided to staff in the form of concise written reports for distribution to the EDAB. We will meet with the EDAB to present and discuss the findings and receive feedback. During this meeting we will also present and discuss the initial set of Initiatives suggested for EDIS II in the SWOT analysis, and to receive member’s thoughts on additional Initiatives. City staff will be responsible for meeting logistics and note taking.</p> <ul style="list-style-type: none"> • Deliverable: Input from the EDAB will be used to prepare final versions of the Competitive Assessment and Target Industry, Sector and Cluster Analysis. 	10 Feb 2015
	Phase 3 - Draft EDIS II Formulation	
11.	<p>First Draft EDIS – We will prepare a draft EDIS that includes:</p> <ul style="list-style-type: none"> ☑ A detailed description of the process and methodology through which the EDIS II was prepared ☑ A detailed statistical profile of the City’s demographics, economic base, existing clusters and current problems and opportunities related to economic improvements with summary analysis. The profile will include graphics. ☑ Illustrative maps or other graphics as needed ☑ A unifying economic development vision statement (if desired by the City) and a set of guiding principles for Peoria’s next generation economic 	Feb – Mar 2015

	Peoria EDIS II Work Plan Work Item	Completed during Month
	<p>development efforts</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A reasonable number of goals and objectives, selected through a consensus-building prioritization process with the EDAB. Particular attention will be paid to: <ul style="list-style-type: none"> • Initiatives from EDIS I that remain valid and should still be pursued; conversely, those that are no longer necessary or recommended • Initiatives that have the best potential for creating high-wage jobs and/or generating tax revenue for the City • Improving Peoria’s marketing and business recruitment efforts with particular attention to the City’s health care attraction strategy • Marketing strategies for implementation focused on informing site selectors of Peoria’s assets. • Enhancing the City’s incentive and assistance programs to attract new job growth in targeted industries and retaining existing jobs • Desirable changes in zoning and land use regulations • Continued improvements in the City’s permit and approval process and other customer service efforts • Business retention and expansion efforts • Entrepreneurial and small business (e.g. homegrown or local business) support programs • Workforce development programs and services • Tourism and convention opportunities <input checked="" type="checkbox"/> Specific strategies and initiatives to be undertaken to improve the City’s economic development potential in terms of “product improvements”, programs and services, service delivery system, and any other topic found appropriate <input checked="" type="checkbox"/> Identification of implementation responsibilities and the best possibilities for collaborative efforts and partnerships <input checked="" type="checkbox"/> Identification of needed resources and possible sources; this will address all of the financing mechanisms listed on page 21 of the RFP as well as others we identify <input checked="" type="checkbox"/> Project timelines and meaningful benchmarks and performance measures of desired outcomes to facilitate both the measurement of success of individual projects, as well as progress evaluation of EDIS II as a whole <ul style="list-style-type: none"> • Deliverable: Complete first draft EDIS II document 	
	Phase 4 - Review of and Feedback on the Draft EDIS II	
12.	City Council Review of First Draft EDIS II – We will meet with the City Council at a Study Session to present and discuss our draft EDIS II and obtain feedback.	10 Mar 2015
13.	EDAB Review of First Draft EDIS II – We will meet with EDAB to present and discuss our draft EDIS II and obtain feedback. City staff will be responsible for meeting logistics and note taking.	11 Mar 2015

14.	<p>Second Draft EDIS II – Feedback from the City Council and EDAB will be used to refine the EDIS II and prepare a second draft.</p> <ul style="list-style-type: none"> • Deliverable: Complete second draft of the EDIS II 	Mar – Apr 2015
15.	<p>Presentation of Second Draft EDIS II to City Council and EDAB – We will present and discuss the refined Second Draft EDIS II to the City Council and EDAB. City staff will be responsible for meeting logistics and note taking.</p>	14-15April 2015
Phase 5 - Final EDIS II Preparation and Adoption		
16.	<p>Final EDIS Document – We will make necessary modifications to the Second Draft plan to reflect input from the City Council, staff and EDAB. This Final EDIS II will include an Executive Summary that can be used by Peoria for widespread dissemination.</p> <ul style="list-style-type: none"> • Deliverable and Milestone: Final EDIS II document. 	Jun 2015
17.	<p>Final Plan Adoption – We will assist as necessary to obtain formal City Council adoption of EDIS II.</p>	Oct 2015
18.	<p>Community Presentation – We will assist staff in preparing a presentation of EDIS II to the community as needed.</p>	TBD

Necessary City Involvement

Our proposed scope of services will need the City’s involvement in the following:

- Hosting a project alignment meeting in Peoria, and participating in a startup conference call
- Providing the consulting team with copies or links to previous reports and project contact information within the City and with WESTMARC, GEPC, the Arizona Commerce Authority and other organizations and agencies when the consultant team does not have appropriate contacts.
- Providing a community tour to the consultant team.
- Maintaining on-going contact with the consultant team via conference calls (as initiated by the City and Consultant Team), emails and review of status reports.
- Providing contact information for individuals, agencies and organizations to be interviewed, and making initial calls to judge interest in participating; conducting logistics for focus groups and group meetings.
- Providing email and telephone information for individuals to be surveyed, or a source for that information.
- Providing guidance and directional review to the consultant team during the progress of the project, particularly prior to Council Study sessions and EDAB meetings.
- Arranging meeting logistics and providing meeting notes from EDAB meetings.
- Review of draft reports with feedback to the consultant team.

New Initiatives and Opportunities

Beyond our team's extensive national experience in a broad array of economic development assignments for nearly every type of economic development organization in all sizes of communities, we offer our clients "ahead of the curve" thinking derived from our direct involvement in monitoring and shaping the economic development business of the future.

Both Bill and Mark are actively engaged in Community Economic Transformational Development and Management.

Bill is active in the Northeastern Economic Development Association's (NEDA) Transformational Leadership in Economic Development initiative, and is a member of the Communities of the Future Network. This network focuses on developing new "capacities for transformation" capable of helping local areas prepare for a constantly changing, interconnected and increasingly complex society.

Mark is one of the national leaders in evaluating and creating the future of the economic development business. As part of this effort he:

- Spearheaded NEDA's Transformational Leadership in Economic Development annual conference program in Rhode Island in 2010, with a follow-up facilitation of a Practitioners' Roundtable discussion on the topic at the 2012 Annual Conference in Connecticut.
- Helped establish the Economic Development Foundation of Rhode Island's (EDFRI) RISurgence initiative, including facilitation of an EDFRI Board Retreat on the future of the organization.
- Is a member of the Communities of the Future Network (COTF) and the World Future Society. Along with COTF leader Rick Smyre, he presented their concepts at the World Future Society Annual Conference in Toronto in July 2012 in the session "Unleashing Fundamental Change: Transforming Economic Development for an Economy That Does Not Exist." This led to a follow-up session on "Transforming Local Economic Development for the New Global Economy" at the 2013 Annual Conference.
- Helped COTF organize a "Creative Molecular Economy Retreat" in Louisville aimed at discussing how the economic and workforce development businesses will change in the future. He conducted the opening session on "Why a Transformation of Economic Development is Needed."
- Coordinated the Economic Development Focus Group discussion at COTF's Second Enlightenment conference.
- Was co-author of the article "Unleashing Fundamental Change: Networking Transformational Thinking and Action through Economic Development" which was published in the IEDC Economic Development Journal (Winter 2012). This article led to development and facilitation of a panel discussion on "The Future of Economic Development: Transaction to Transformation" at the 2012 IEDC Annual Conference.
- Contributed to the article "Building and Connecting Communities for the Future" published in the World Future Society's The Futurist, Volume 46, No. 4.
- Organized and participated in a planning retreat on "Economic Development in a New Economy" hosted by The University of Houston's Future Studies Program.

Supplementing this experience, is IHS' extensive forecasting, analytics and modeling capabilities that indicate the business sectors offering the best growth opportunities for an area within the framework of comparative developments in competing locations and globally.

Project Examples

Accompanying this proposal is a CD containing three sample projects completed together by WDG and Garnet:

1. Chittenden County Sustainable Communities Project (ECOS Plan)
2. Colchester, VT Economic Development Strategic Plan
3. Newark, DE Economic Development Strategic Plan

Our Team

The Wadley-Donovan Team assembled for this project provides Peoria with:

- Extensive experience working nationwide and internationally on a broad range of economic development and related projects,
- Local experience based upon WDG and Garnet's prior experience with the City to create its EDIS Part 1, and through CVL's assistance to the City on a variety of Old Town projects.
- An unparalleled database for economic and industry forecasting and analysis, coupled with extensive national economic development strategic planning consulting experience.

Included in the team's client and project portfolios are numerous strategic planning and action planning assignments that resulted in enhanced community economic development initiatives. Some of our recent projects similar to the one proposed by Peoria and their outcomes are highlighted in the Relevant Experience with References section of this proposal. Team members are:

- Wadley-Donovan Group, serving as project lead, with Bill Fredrick, President acting as Project Director
- Garnet Consulting Services, Inc.
- IHS Economics (formerly IHS Global Insight)
- Coe and Van Loo LLC Consultants

A brief profile of the four firms follows.

The Wadley-Donovan Group (WDG) is the economic and workforce development unit of the Wadley-Donovan Group (WDG), one of the nation's leading and most respected economic development, workforce-development, and corporate-location consulting firms, with international reach and reputation. Founded in 1975, it is the oldest and largest independent firm specializing in these three disciplines. Its sister firm within WDG is Wadley-Donovan Gutshaw/dba WDG Consulting (WDGC). WDGC counsels firms on their site selection for office and industrial facilities. Their client base includes a third of the Fortune 500 companies.

The firm has extensive experience in economic development strategic action planning; area economic transformational development and redevelopment; business development strategies; socio-economic

trend assessments; Strengths, Weaknesses, Opportunities and Threats (SWOT) analyses; commercial and industrial site certification; target industry assessments; assets and challenges identification; area marketing; workforce development; and other related economic development services. Its clients include many of the nation's leading economic-development agencies.

Wadley-Donovan GrowthTech has worked on over 300 economic development projects, including over 3,000 community interviews and focus groups in 37 states since its founding in 1992. Clients include public and private sector Economic Development Organizations at the state, regional, county and local levels.

WDG advises and creates value for state, regional, and local economic development agencies, workforce development groups, and governments across the country and overseas on a variety of economic-development and workforce-development issues. WDG's approach to economic development emphasizes strategies that provide organizational, institutional and structural flexibility to meet constant change. Responsive workforce training, use of current and emerging corporate and post-secondary educational resources, strategic thinking, collaborative programming and implementation, evolutionary economic development, and progressive target development are key foundational factors considered in the firm's directional guidance to EDOs.

The firm is headquartered in Springfield, NJ.

Garnet Consulting Services, Inc. (Garnet): One of WDG's most frequent partners is Garnet Consulting Services, Inc. WDG and Garnet have collaborated on 30 projects over the past 20 years.

Garnet specializes in economic-development strategic planning, including execution strategies and implementation planning with performance metrics; organizational and community evaluations, assessments and improvement Action Agendas; and other economic-development services for both public and private clients. Garnet's economic-development strategic-planning services range from the facilitation of work sessions to the oversight of the entire planning process, including crafting of strategy documents and plans. Garnet is a Connecticut-based firm established in 1986.

Garnet President Mark Waterhouse, CEcD has extensive experience in running local economic-development organizations (EDOs), and advising local, regional, and state EDO clients on strategic planning, organizational and system improvements, and team-building services. Many of his project experiences coincide with the objectives of Peoria's project including:

- Actionable and cost-effective initiatives
- Identification or establishment of local priorities related to economic development
- Development Opportunity Area identification
- Creation of development regulations and policies that support economic development
- Marketing plan development and active marketing of communities and properties
- The effective alignment of regional BR&E, business attraction and entrepreneurship efforts
- Creation of high-performance economic development teams

The firm also specializes in real estate evaluation and master-planning business-park development including market and feasibility studies; property development and reuse studies; feasibility and economic impact assessments; incentive program evaluations and incentive policy development for communities as a business attraction and expansion tool; corporate site searches; community and organizational evaluation; and other economic development services for clients in both public and private clients.

Garnet has worked on more than 130 projects in 33 states and four foreign countries. These include every conceivable type of private, public and public-private partnership EDO.

IHS Economics IHS (NYSE: IHS) is a leading information company established in 1957 with comprehensive content, insight, and expertise in key areas shaping today's global business landscape.

IHS is the premier source for economic data and forecasts, working with over 3,800 public and private organizations worldwide to assist with the introduction of new services and infrastructure investments to meet anticipated changes in the marketplace. IHS employs more than 8,000 people with principal offices throughout the U.S. and the world.

The firm is one of the top global providers of critical technical information, related decision-support tools and strategic and operational services. The company combines highly reliable technical content with deep domain expertise in its focused industries. IHS technical databases are the largest and most comprehensive of their kind and are unrivalled in quality, completeness and consistency.

Its Business Market Insights is a robust database that provides market-leading forecast views of business employment and output. Using advanced modeling techniques and a rich dataset, the firm's teams of economists and business specialists leverage the IHS internationally recognized U.S. macroeconomic, industry and regional forecasts to generate business activity indicators. The database provides considerable capabilities for comparative analysis with competing locations on detailed economic information, which can be presented in tabular and graphic formats.

Global Insight provides comprehensive economic and financial information on countries, regions and industries, using a unique combination of expertise, macroeconomic models, data and software within a common analytical framework to support planning and decision-making. The company provides consulting and advisory services for government and industries, such as life sciences, technology, aerospace and defense, leisure and accommodation, consumer and retail, and financial. Its information is used for numerous purposes, including corporate strategy, marketing and market intelligence, business development. Within its Economics and Country Risk Group, IHS provides a wide range of economic forecasts, including: US macroeconomics, all US states, MSAs, and counties, major industry sectors, energy, autos, consumer markets, health care, and most of the larger countries around the world.

IHS staff frequently are interviewed and quoted by CNN, Bloomberg Business Week and Radio, the *Wall Street Journal*, and other well-respected media outlets on worldwide and U.S. national macroeconomic and industry issues. The firm has dedicated economists and industry analysts that monitor economic conditions, profile industry trends and investments and develop forecasts.

IHS data allows its clients to:

- Keep pace with economic developments
- Uncover new opportunities, avoid risks and to build strategic and operational plans with confidence
- Sharpen strategy through global, regional, country, state or city outlooks
- Enhance analysis with superior modeling and scenario tools
- Base high-revenue decisions on impartial data and analysis
- Estimate the size and growth potential of a specific industry in a particular geography

The firm is headquartered in San Francisco, CA but the project team will be from the Philadelphia, PA and London, England offices.

Coe and Van Loo Consultants, Inc (CVL): CVL Consultants, is one of the Southwest's leading providers of comprehensive civil and municipal engineering services. Established in 1958, CVL is headquartered in Phoenix, and maintains offices in Las Vegas, North Dakota and Denver.

CVL's Phoenix office is home to a staff of 82 professionals and support staff. Its staff includes 13 professional engineers, 10 registered land surveyors, one CFedS (certified federal surveyor), one LEED AP and two landscape architects, for a total of 27 registered professionals. CVL has 20 staff engineers, designers, survey personnel, and 13 administrative / accounting.

The firm's "One-Stop-Shop" enables it to provide all the necessary disciplines to its clients for land revelopment and development services. This benefit provides its clients with a single point of contact, shorter time frames for processing work, less confusion and more effective communication.

The firm has a commitment to look at each project to determine ways to save its clients time, expedite scheduling and limit costs.

CVL's Planning team has worked through all types and scales of planning projects ranging from individual site and neighborhood designs to Master Planned communities consisting of several thousand acres. CVL's planning services include:

- Urban planning
- Master land use plans
- Site development
- Subdivision design
- Zoning exhibits and text
- Design guidelines – commercial and Residential
- Design review packages
- Feasibility studies

CVL has provided assistance to the City over the years, and is very familiar with the opportunities offered for redevelopment/development of Old Town and other opportunity sectors of the City. CVL is a certified ambassador for GPEC, sits on two committees at GPEC, has a Board position at WESTMARC, and is a member of two WESTMARC committees.

Key Project Staff and Anticipated Roles

Our team’s key staff for this project will be:

- WDG President Bill Fredrick
- Garnet President Mark Waterhouse
- IHS Economics Director Consulting Economic and Country Risk, Phil Hopkins
- IHS Economics, Senior Consultant, Liz Redman
- CVL Director of Land Planning Curt Johnson
- CVL Project Coordinator Kathleen Fitzpatrick

The following chart summarizes team member’s primary roles, although all of our team are expected to contribute to all aspects of the project:

Team Member	Primary Responsibilities
Bill Fredrick	Primary team contact; overall project management; direct participation in all project tasks and attendance at EDAB meetings and Council study sessions
Mark Waterhouse	Secondary team contact; direct participation in all project tasks, and attendance at EDAB meetings and Council study sessions
Phil Hopkins	Overall responsibility for all data preparation and analysis (Task 6) with data and consulting input into Tasks 7 – Product Assessment and Competitive Analysis (SWOT) and Task 8 – Target Industry, Sector and Cluster Analysis; data analytics.
Liz Redman	Consulting input into Tasks 7 – Product Assessment and Competitive Analysis (SWOT) and Task 8 – Target Industry, Sector and Cluster Analysis; data analytics, and Strategic Planning Task 11
Curt Johnson	Opportunity Areas evaluation (Task 9) with particular attention to evaluation of next steps for Old Town Redevelopment.
Kathleen Fitzpatrick	On-site project contact; local resident input to our team; project contact with GPEC, WESTMARC, Arizona Commerce Authority, and other regional agencies

Team Members Who Will Work on the Project

These six principal Team members will function as a unified team under the leadership of Bill Fredrick, who will also be your primary contact, backed up on a day to day basis by Mark Waterhouse.

The primary team lead and project contact will be:

Primary Contact

William (Bill) Fredrick, President
Wadley-Donovan GrowthTech, LLC
150 Morris Avenue, Suite 203
Springfield, NJ 07081
(973) 379: 7700 ext 102

Email: wfredrick@wadley-donovan.com

A short profile of each member follows.

Bill Fredrick, President, Wadley-Donovan Group

Bill is the founder and president of Wadley-Donovan Growthtech, LLC (WDG). In this capacity, he directs the firm's national and international business. He has over 32 years' experience in economic development, workforce analysis, and corporate location. Bill's clients have included economic development agencies and workforce agencies of all sizes across the country and overseas. In the course of his career, Bill has conducted over 300 comprehensive community analyses, and has been responsible for laying the foundations for major regional and local economic shifts. A principal tenet of Bill's approach to economic development is to work with the existing creative talents and other resources within a community to develop a strategic pathway to sustainable economic transformation. He co-authored the strategic action plans for the City of Newark, DE and Peoria, AZ and Chittenden County, VT (home to Burlington) with Mark Waterhouse, among others. Bill was one of the founders of the Wadley-Donovan Group. Prior to forming WDG, Bill held senior level consulting positions at Moran, Stahl & Boyer and the Fantus Company. He is a board member of the Morris County (NJ) Economic Development Corporation. Bill earned a bachelor's degree from Franklin & Marshall College in Lancaster, PA, and a master's degree in urban planning from New York University.

Mark D. Waterhouse, CEcD, President of Garnet Consulting Services

Mark is one of the founders and president of Garnet Consulting Services, Inc. Mark has extensive experience in running local economic development organizations (EDOs), strategic planning, real estate planning and analysis, and advising local, regional, and state clients on organizational and system improvements and team-building. Many of his past projects have had similar objectives to those of this strategy, including the matching of area attributes with business attraction, retention/expansion, and entrepreneurship efforts and opportunities; identification or establishment of government priorities and policies related to economic development; community organization and team-building; marketing plans and active marketing of communities and properties; and the economic component of community comprehensive plans. He co-authored the strategic action plans for the City of Newark, DE and Peoria, AZ and Chittenden Count, VT among others with Bill Fredrick. Mark has been active in the field of economic development since 1972, and has a leadership role in transforming the profession to meet the

challenges it faces from a constantly changing global economic environment. Mark is a graduate of Dartmouth College.

Phil Hopkins, Director Consulting Economic and Country Risk, IHS Economics

Phil Hopkins is a consultant responsible for managing economic studies in the private and public sectors that use IHS Global Insight's forecasting, consulting, industry, and data resources. Prior to rejoining IHS in January 2013, for seven years he was the Director of Research for Select Greater Philadelphia, the business attraction organization for the Greater Philadelphia Region (GPR) where he was responsible for conducting research, compiling data, and preparing responses to requests for information needed to attract new businesses into the GPR, so he was involved in all aspects of regional economic development. Mr. Hopkins was part of IHS Global Insight's US Regional Forecasting Group between 1999 and 2006 where he was responsible for the preparation of economic forecasts for States and Metropolitan Statistical Areas. Before then he worked for environmental planning firms where was involved in many flood protection studies and cost-benefit analyses for the US Army Corps of Engineers. Mr. Hopkins has over 30 years of experience in economic consulting sector, and has managed or been the senior economist on many economic impact, comprehensive planning, and economic development studies.

Liz Redman, Senior Consultant, Economic Impact and Policy Analysis, IHS Economics

Elizabeth Redman is a Senior Consultant at IHS Global Insight. She has nearly a decade of economic development strategy and policy consulting experience. Prior to joining IHS, Elizabeth ran her own consulting company, Cross Sector Strategies, to create sustainable solutions for economic growth through multi-sector partnerships. Before that, she worked with the Economic Competitiveness Group as a cluster development consultant advising regions on strategies for improving industry competitiveness.

Curt Johnson, Director of Land Planning, Coe & Van Loo Consultants, Inc

Curt Johnson is the Director of Land Planning for Coe & Van Loo Consultants, Inc., and his responsibilities include feasibility, land planning, design, and entitlements, cost benefit analysis, and public coordination. Curt received his Bachelor of Science in Design degree from Arizona State University. He joined Coe & Van Loo Consultants in 1993 as a staff planner after working for a mixed-use real estate developer since 1984. With this diverse background, he has applied his creative land planning solutions to numerous master planned communities throughout the southwest.

His 29 years of experience includes master planning and conceptual planning and lotting, in addition to implementation planning from the conceptual stage through final platting. Curt has also worked with entitlement plans, land use and zoning, commercial and resort planning, hillside development, development review boards, design guidelines, and feasibility studies. His primary focus has always been to bring all the necessary elements together from a regulatory, design, stakeholder and site perspective to create an individual community or large scale Master Plan that can progress from concept through design and implementation.

Kathleen Fitzpatrick, Project Coordinator, Coe & Van Loo Consultants, Inc

Kathleen's background reflects the proven ability to direct and monitor office operations to achieve business objectives; provide staff training and development with focus on customer service; schedule, coordinate and manage projects to meet established deadlines; research, compile and analyze data to prepare statistical reports; employ sales and marketing strategies to develop new business; exercise tact and diplomacy for effective client / office communications; troubleshoot operational problems / implement viable solutions represent the highest standards of business and professionalism.

She holds a BS degree in Business and Marketing from Rutgers University as well as a Masters in Business Administration obtained from Grand Canyon University in Arizona.

Detailed professional biographies for these team members are provided in the Exhibit.

Relevant Experience and References

WDG and Garnet partnered on over 30 projects during the past 20 years. Three are summarized below, with references. Among the three, CVL partnered with WDG and Garnet on the project outlined for the Hopi Tribe Economic Development Corporation. CVL served as project lead on that project, with WDG and Garnet serving as subcontractors.

Project Name: Chittenden County Sustainable Communities Project (ECOS Plan)

Client: Chittenden County Regional Planning Commission

Location: Chittenden County, Vermont

Consultant Team members: Wadley-Donovan Group (Bill Fredrick) and Garnet Consulting Services (Mark Waterhouse)

Date of Completion: June 2013

Scope of Services/Project Description: A team headed by Garnet Consulting Services' Mark Waterhouse and including Wadley Donovan Group (Bill Fredrick) prepared the economic development portion of a HUD-funded Sustainable Communities project; the client is the Chittenden County Regional Planning Commission and GBIC, the County's economic development corporation. The Garnet-WDG team's role included the updating of three interrelated economic development strategies, including a Comprehensive Economic Development Strategy (CEDS) for GBIC, as well as the economic development elements of both the County's and City of Burlington's master plans.

The Competitive Assessment prepared as part of this assignment included an assessment of the county's workforce (human capital), physical and educational infrastructure, economic base, quality of life, tax base, and business real estate development opportunities; and an evaluation of assistance and incentive programs in use in the county. The project also included a target industry/opportunities element that focused on identification of sustainable, creative, and high-value targets that meet the needs and goals of the county, and development of an economic dashboard for monitoring of future performance.

The Garnet-WDG team worked within a broadly representative public-input oversight system. Because the Action Plan developed as part of this project was submitted to EDA as a county CEDS, the project includes the identification of priority projects that can be submitted to EDA or other funding sources. As an off-shoot of this project, one of the communities in Chittenden County (Colchester) also retained the Garnet-WDG team to prepare a community-level Strategic Action Plan. This project was completed earlier this year.

Outcome/Results/: The project has been completed and submitted to HUD for approval. The CEDS portion has also been submitted to EDA for separate approval.

Relevance to this RFP: This project uses a nearly identical methodology to that we propose to use for the Peoria including preparation of a detailed competitive assessment and statistical data profile; working with a very broad cross-section of the community through both their leadership structure and our research process; working with both regional and local governmental entities; and provision of a detailed Action Plan to guide future economic development efforts.

Contact and Reference:

Charlie Baker, Executive Director
Chittenden County Regional Planning Commission
Phone: (802) 846-4490 x23
E-mail: cbaker@ccrpcvt.org

Project Name: Newark, Delaware Economic Development Plan

Location: Newark, Delaware

Client: The City of Newark, Delaware

Consultant Team members: Wadley-Donovan Group (Bill Fredrick) and Garnet Consulting Services (Mark Waterhouse)

Project Date: 2010-2011

Special Note: Based on WDG/Garnet's work on this project, the team is now conducting a SWOT and economic development strategic plan for New Castle County, DE and the City of Wilmington, DE.

Scope of Services: The City of Newark is the home of the University of Delaware, an economic and cultural center for a tri-state region consisting of Delaware and portions of Pennsylvania and New Jersey, and an employment center containing major facilities of the DuPont Company, Dow chemical, FMC, Bank of America, and Gore. It also is the largest metro area to the expanding Army's Aberdeen Proving Ground. The City has an important and vibrant downtown area, but had been hurt by the closure of a major automotive plant.

The WDG/Garnet team was hired by the city to develop a detailed master plan that established the goals and strategies for the economic development of the Greater Newark area.

The WDG/Garnet Team completed the Economic Development Plan within six tasks:

Project Description: The WDG/Garnet team completed this project within the following tasks:

1. **Project Alignment and Management**
2. **Baseline Information Collection and Development.** The Team Produced a statistical profile and assessment of the city, its labor shed, MSA and county, with benchmarks against the state and country.
3. **Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis.** WDG/Garnet identified marketable strengths that can be capitalized upon for marketing programs, image development, business retention and expansion and attraction programs, and deficiencies for which corrective action should be taken to make the City even more competitive. The results of the WDG research from all of the above elements were used in the preparation of a **SWOT Analysis Report**. The report identified all conditions having an impact on the City's economy and its ability to retain, generate and attract business, and contained conclusions and recommendations for action.
4. **Economic Development Opportunities Analysis:** Using information gathered from the baseline statistical data and SWOT analysis as a foundation, WDG conducted an Economic Development Opportunities Analysis. In this analysis, the four industries that the city's Economic Development team should target for purposes of recruitment, retention and expansion, or start-up assistance were identified. Existing and emerging industries were identified and discussed in terms of the growth potential in the city. These targets were closely related to the resources of the University of Delaware and the existing and emerging area and regional economic development activities, including manufacturing and R&D.
5. **Economic Development Master Plan.** The information from the statistical analysis, SWOT, and economic development opportunities analysis were used as the foundation for the city's Economic Development Master Plan (EDMP). All of the initiatives and recommendations in the EDMP were formulated in the context of developing a vision for the city's economic future as well as the goals, objectives, and policies for economic development in the city for the next 10 years. The EDMP included two primary components: an economic development strategy and an implementation plan. The recommended economic development strategy included, among other things, recommendations, actions, and initiatives to promote and address the following:
 - Recommended infrastructure changes/improvement to support the economic opportunities/target industries identified by the team in collaboration with the city's staff, official and stakeholders
 - Recommendations on possible incentive packages
 - Organizational effectiveness and potential collaborations with other entities charged with economic development planning efforts, including the University
 - The City's key assets and how to leverage them while also addressing the City's key challenges

- Strategies for industrial, business, and retail recruitment
- Strategies for business retention
- Assessment of state and local job training and business-support services
- Identification of barriers to economic development and how to remove them

6. **Action Plan:** Based on these recommendations and initiatives, the WDG/Garnet team created an action plan that provided detailed implementation information including primary and secondary implementation responsibility, budgets, timing, rationale for action, and other elements.

Outcome/Results: Using the recommendations from the EDAP, a Greater Newark Initiative has been created, led by a newly established Greater Newark Partnership that includes the University of Delaware, which previous to our study, was reticent to get involved in the city's economic development efforts. Highlights of what has been accomplished from recommendations from the Action Plan include:

1. **Greater Newark Development Partnership**

- The Partnership was established by the New Castle County Chamber of Commerce with the University of Delaware and the City of Newark
- A Mission Statement and a budget were developed
- The Partnership hired a Program Manager, who started January 1, 2012
- 2012 Accomplishments
 - Formalized Activities include a Steering Committee; Quarterly partner meetings; "The Invitational" Golf outing; an outreach to existing businesses and the development community; creation of a website; available commercial and industrial real estate inventory database using: Location One Information System (LOIS); Creation of a "Newark" Brand with logo, tag line and messaging completed
- 2013 Goals
 - External Marketing
 - Internal Marketing
 - Strengthen the Partnership
 - Conduct a number of site visits, the number to be determined

2. **Economic Development Website**

- Hired a company to design and set up the web site
- Completion was expected for October 2012
- Plans to launch web site in coordination with Newark Brand

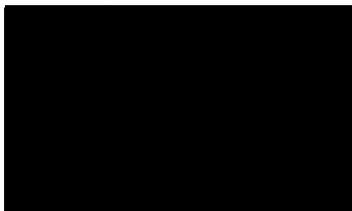
3. **Available Real Estate Inventory**

- Purchased a LOIS license
- For past 18 months a University of Delaware intern has been populating the Partnership's data base

- Developed relationships with real estate brokers and developers
 - Data is ready to be included on the Web Site
4. **Department of Planning and Development Repositioning**
 5. **Create a "Newark" Brand**
 - Hired a consultant
 - Greater Newark, DE as the identifying brand
 6. **Education**
 - Christina School District Improvements being made, including a "Young Entrepreneurs" Academy
 - Newark Charter School program expansion
 7. **Cost of Doing Business Analysis**
 - Cost of doing business analysis will be shown on the website
 8. **Permit and Approval Review**
 - A part of the concierge service that will be provided
 9. **Economic Diversification Land**
 - LOIS (Location One Information System) used to perform a property search
 - List of redevelopment opportunities has been created
 - Work with concierge team to make buildings and land shovel-ready
 10. **Target Industry Recruitment**
 - Working to establish advisory group for greater Newark's four target industries
 11. **Prospect Servicing Plan**
 - Developing a plan to encompass places, key players and ambassadors specific to each sector

Contacts and References: Since the conclusion of the project, Roy Lopata the Director of the city's planning department and our project contact has retired. His current contact information is:

Roy H. Lopata



Roy's replacement is the current city contact:

Maureen Feeny-Roser,
Director
Planning & Development Department
City of Newark
220 Elkton Road, Newark, DE 19711
Phone: (302) 366-7030

An additional reference for this project is:

Mark Kleinschmidt
President, New Castle County Chamber of Commerce
12 Penns Way, New Castle, DE 19720
Phone: (302) 294-2066
Email: kleinschmidt@ncccc.com

Project Name: Hopi Tribe Economic Development Corporation Economic Development Opportunities and Land Use Feasibility Study

Location: I-40 Corridor, Flagstaff to Winslow, AZ

Client: Hopi Tribe Economic Development Corporation/Hopi Tribe

Consultant Team members: CVL Consultants (Curt Johnson and Kathleen Fitzpatrick) as project lead; Wadley-Donovan Group (Bill Fredrick) and Garnet Consulting Services (Mark Waterhouse) as subcontractors

Project Completion: Phase 1 (May 2013), Phase 2 (January 2014)

Scope of Services: The Hopi Tribe Economic Development Corporation (HTEDC) is owned in full by the Hopi Tribe, and has the responsibility for managing or overseeing six enterprises along the I-40 corridor and within the city of Flagstaff. These operations are in the hospitality, ranching, housing and consumer service industries. The CVL/WDG/Garnet Consulting Team created a feasibility study and master plan for 40,000 acres in the I-40 corridor. Phases 1 and 2 have been completed and the team is awaiting approval to begin Phase 3, which would be a governing document to manage and maintain the overall vision of the master plan created in Phase 2.

Project Description: The CVL/WDG/Garnet team completed this project within the following tasks:

Phase 1: Macro Analysis

- **Market Analysis and Economic Development Opportunities.** The team prepared a market analysis of the land use possibilities for the sectors of the HTEDC land holdings identified along the Flagstaff-Winslow I-40 Corridor, with an additional reuse potential analysis of an industrial building in Winslow and of HTEDC property holdings in Holbrook, AZ. Output included preliminary targeted industries.

- **Land Use Inventory.** CVL developed a land use inventory analysis of parcels provided by the HTEDC in the study corridor
- **Merger of the Market Analysis and Land Use Inventory Findings**

Phase 2: Specific Site Analysis

- **Market Opportunities.** The Team refined the market opportunities identified in Phase 1.
- **Engineering and Cost Analysis.** CVL conducted a detailed engineering analysis to identify the costs for infrastructure development.
- **Financial Investment and Return Rate.** The team identified five development options with the greatest combination of uses with strong market support.
- **Ten year Financial and Development Projections.** The team provided a 10 year financial analysis for the sites in the I-40 corridor offering the HTEDC and Tribe the greatest development opportunities.

Outcome/Results/: Phases 1 and 2 are being reviewed by the Hopi Tribe. Phase 3 is on hold until this review is complete.

Relevance to this RFP: This project is Arizona based, for which the economic dynamics of the state and Phoenix metro area (as an impact on the I-40 development) were used. It also combined land use/reuse in the perspective of market feasibility.

Contact and Reference: Since the conclusion of the project, Kevin Lombardo , the CEO of the HTEDC, left the HTEDC to return to Colorado. His current contact information is:

Kevin Lombardo
 10037 South Sylvester Road
 Highlands Ranch CO 80129
 Email: kpl@summitgrouppartners.net
 Phone: 303-641-8794

Project Fee Schedule and Cost

Our fee schedule for the project, as outlined in this proposal follows.

Peoria, AZ EDIS II Fee Schedule				
Phase/Task	Hours	Fee	Expenses	Total
Phase 1				
1. Alignment Meeting	44	\$1,800		\$1,800
2. Background Research	16	\$2,400		\$2,400
3. Initial EDAB Meeting	16	\$2,400		\$2,400
Phase 1 Total	76	\$6,600		\$6,600
Phase 2				
4. Community Tour	8	\$1,200		\$1,200
5. Detailed Project Research	88	\$12,880	\$2,780	\$15,680
6. Economic Base and Trends Analysis	68	\$8,424		\$8,424

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7. Product Assessment and Competitive Analysis (SWOT)	64	\$9,600		\$9,600
8. Target Industry, Sector and Cluster Analysis	28	\$4,200		\$4,200
9. Opportunity Areas	36	\$5,040		\$5,040
10. EDAB 1st Presentation & Discussion	16	\$2,400	\$1,290	\$3,690
Phase 2 Total	76	\$43,770	\$4,070	\$47,840
Phase 3				
11. First Draft EDIS II	92	\$13,480		\$13,480
Phase 3 Total	76	\$13,480		\$13,480
Phase 4				
12. City Council Review Study Session	16	\$2,400	\$1,800	\$4,200
13. EDAB Review Meeting	16	\$2,400		\$2,400
14. Second Draft EDIS II	24	\$3,600		\$3,600
15. Presentation of Second Draft to City Council and EDAB	16	\$2,400	\$1,290	\$3,690
Phase 4 Total	76	\$10,800	\$3,090	\$13,890
Phase 5				
16. Final EDIS Document	24	\$3,600		\$3,600
17. Final Plan Adoption	8	\$1,200		\$1,200
18. Community Presentation	16	\$2,400	\$1,290	\$3,690
Phase 5 Total	76	\$7,200	\$1,290	\$8,490
Project Administration	40	\$8,280		\$8,280
Total Hours/Budget Not to Exceed	628	\$90,104	\$8,450	\$98,554

Exhibit

Professional Biographies

William (Bill) Fredrick

Mark Waterhouse

Phil Hopkins

Liz Redman

Curt Johnson

Kathleen Fitzpatrick

WILLIAM A. FREDRICK

PRESIDENT

CAREER SUMMARY

Mr. Fredrick is the president of Wadley-Donovan GrowthTech, LLC, a Wadley-Donovan Group (WDG) company offering diversified economic and workforce development services, including strategic planning, labor market assessments and remedial programs, data and information services, target industry identification and targeting, and real estate site certification. The company offers best-of-class services fully grounded in the reality of the customer. It is part of a collaborative network of partner firms within the industry that share its Quality and Client-First principles.

Bill has a distinguished 32-year career in economic development, workforce development and site selection consulting. Before becoming a founding partner of WDG in 1992, Bill held senior consulting positions at three international business mobility advisory firms: The Fantus Company, Moran, Stahl and Boyer, and Prudential Realty.

Bill's economic development clients have been varied in scope and size across 37 states and overseas. They have included organizational assessments, strategic plans, action plans, target industry assessments, locational assessments, competitive analyses, real estate site certification, marketing programs. Bill's clients include EDOs at the state, regional, and local levels. Bill's clients have included economic development agencies and workforce agencies of all sizes across the country and overseas. In the course of his career, Bill has conducted over 300 comprehensive community analyses, and has been responsible for laying the foundations for major regional and local economic shifts. A principal tenet of Bill's approach to economic development is to work with the existing creative talents and other resources within a community to develop a strategic pathway to sustainable economic transformation.

EDUCATION

Bill earned a bachelor's degree from Franklin & Marshall College in Lancaster, PA, and a master's degree in urban planning from New York University.

PROFESSIONAL ACTIVITIES

Acknowledged as an industry leader and innovator, Mr. Fredrick is a frequent speaker on both corporate location, workforce, and economic development issues, and he is frequently quoted in national and regional media. He is a member of the International Economic Development Council and of its sustainable development committee, Northeast Economic Development Association, and the Institute of Electrical and Electronic Engineers. Bill serves on the Board of Directors for the Morris County (NJ) Economic Development Corporation.

SIMILAR STUDIES

Bill was the project director for Peoria's EDIS I project. He also served as project director for the Newark, DE Economic Development Strategic Plan, as the WDG team leader on the Chittenden VT CEDS, and the Colchester VT Strategic Plan, and the Hopi Tribe Economic Development Corporation projects outlined in the Firm Qualifications section of this proposal.

MARK D. WATERHOUSE, CEcD/FM/HLM

PRESIDENT, GARNET CONSULTING SERVICES, INC.

CAREER SUMMARY

Mark D. Waterhouse, CEcD has been active in the field of economic development since 1972. He is President and one of the founders of Garnet Consulting Services, Inc., a firm that specializes in strategic planning, economic development education, market and feasibility studies, business park master planning, community and organizational evaluation, site searches, and other economic-development services for communities, companies and property owners or buyers.

Prior to founding Garnet, Mark served for 4½ years as Development Coordinator, Manager of Area Sales and Special Projects Coordinator with The FIP Corporation, Connecticut's largest, full service, design/build business park developer. Before joining FIP, he had eight years of municipal economic development experience, including six as Director of Economic and Community Development for the County of Milford and Town of Stratford in Connecticut. He has also provided consulting services to businesses and individuals in the areas of business and strategic planning and governmental financing programs.

He is a Past Chair (1994--95) of the American Economic Development Council (now the International Economic Development Council) and its Board of Regents, and was a Trustee of the AEDC Educational Foundation and member of the Editorial Board of the *Economic Development Review*, which he served as Final Copy Editor from 1985-95 and Editor from 1996-97. He was awarded IEDC's Edward deLuca Lifetime Achievement Award in 2007. He was the 2009 President of the Connecticut Economic Development Association (CEDAS), which presented him with its 2004 President's Award for lifetime achievement. He served as Executive Director of the Northeastern Economic Developers Association (NEDA) from 1986 to 1995 and was awarded NEDA's 2002 Member of the Year Award.

EDUCATION

Mark is a graduate of Dartmouth College and was awarded the Dartmouth Alumni Award in recognition of service to the college, distinction in his career, and community service. He is also a graduate of the University of Oklahoma's Economic Development Institute and the Minority Business and Economic Development Internship Program. He holds a Bachelor of Laws degree and has been a Certified Economic Developer® since 1977. He is a qualified Myers-Briggs (MBTI®) practitioner, specializing in team-building and group facilitation.

PROFESSIONAL ACTIVITIES

He is a member of the faculty of the University of Oklahoma's Economic Development Institute, which he served as Dean from 1989 to 1993, and as a management consultant from 2000 – 2004; he recently retired from the program's Executive Board after nearly 20 years of service. He was an adjunct faculty member of Western Connecticut State University and is one of the founders of WCSU's economic development undergraduate major. He is a frequent lecturer or speaker at other economic development programs nationally, and is the author of many articles about economic development. His article "Building Viable Communities--The Essence of Economic Development" won the 1992 Howard G. Roepke Award for the best article in the *Economic Development Review*, and he was presented the 1996 Richard Preston Award for Educational Merit for his long-term contributions to economic development education.

SIMILAR STUDIES

Mark was the Garnet Lead on the Peoria EDIS I project. He also served as the Garnet lead on the Newark DE project. He was the Garnet team lead on the Hopi Tribe Economic Development Corporation, and project lead on the Chittenden County, VT and Colchester VT projects outlined in the Firm Qualifications section of this proposal.



Philip R. Hopkins

Director, Consulting, Economic and Country Risk

AREAS OF EXPERTISE

Economic Impact Analysis

Economic Development Planning

Comprehensive Planning

Benefit Cost Analysis

Public Finance

Regional Economic Forecasting

PROFILE

Phil Hopkins is a consultant responsible for managing economic studies in the private and public sectors that use IHS Global Insight's forecasting, consulting, industry, and data resources. Prior to rejoining IHS in January 2013, for seven years he was the Director of Research for Select Greater Philadelphia, the business attraction organization for the Greater Philadelphia Region (GPR) where he was responsible for conducting research, compiling data, and preparing responses to requests for information needed to attract new businesses into the GPR, so he was involved in all aspects of regional economic development. Mr. Hopkins was part of IHS Global Insight's US Regional Forecasting Group between 1999 and 2006 where he was responsible for the preparation of economic forecasts for States and Metropolitan Statistical Areas. Before then he worked for environmental planning firms where he was involved in many flood protection studies and cost-benefit analyses for the US Army Corps of Engineers. Mr. Hopkins has over 30 years of experience in economic consulting sector, and has managed or been the senior economist on many economic impact, comprehensive planning, and economic development studies.

EXPERIENCE

EDUCATION

Master of Science City and Regional Planning, Ohio State University

Graduate work in Business Administration, Ohio University

Bachelor of Arts of Economics, University of Michigan

Business Attraction Research and Activities. While at Select Greater Philadelphia he performed several target industry studies; conducted evaluations of the region's Higher Education, Information Technology, and Logistics sectors, estimated to R&D spending in the GPR using IHS Global Insight's BMI data base; evaluated the regional economic impacts of sectors including: petroleum refining, insurance, advertising, financial activities, advanced manufacturing; IT; higher education; chemical and pharmaceutical mfg.; and port facilities. He worked regularly with the Philadelphia Convention and Visitors Bureau to attract conventions to the Pennsylvania Convention Center, including serving on a marketing committee. Mr. Hopkins also worked with other regional agencies in developing economic development strategies and with many private companies in presenting the competitive advantages of the Region.

Manufacturing Growth Strategy Study for the City of Philadelphia. Mr. Hopkins was the project manager for a study that evaluated the competitiveness of the manufacturing sectors in the City of Philadelphia and in the adjacent 10 suburban counties, and then recommended strategies to improve them. IHS was the lead consultant on the study, supported by four other firms. The study had high visibility as the consultant team worked with a Task Force of 40 members appointed by Philadelphia's Mayor. The Task Force held six public meetings and working sessions during the study; the consultant team designed and moderated a strategy development workshop. The study consisted of three tasks: 1) defining the characteristics of the manufacturing sector, including a cluster analysis to identify and rank manufacturing sub-sectors; 2) analyze five foundational areas that affect manufacturing competitiveness – talent, innovation, government and taxation, transportation, and energy; and 3) strategy development. The study was completed in December 2013.

Comprehensive Economic Development Strategy (CEDS) for the Greater Philadelphia Region (Select Greater Philadelphia). Mr. Hopkins was part of a three-person team that wrote the first comprehensive economic development strategy (CEDS) document for the Greater Philadelphia Region. The CEDS document was required so that government agencies and non-profits organizations would be able to compete for economic development grants awarded by the US Economic Development Administration. The document presented the economic strengths and weaknesses of the region, and listed current and recently completed economic development projects. Three agencies combined to produce the initial version of the CEDS: Select Greater Philadelphia; the Delaware Valley Regional Planning Commission, a regional transportation planning agency; and the Ben Franklin Technology Partners of Southeastern Pennsylvania, a state supported economic development organization whose mission is to encourage the creation of new, innovative businesses. Mr. Hopkins was responsible for preparing the sections of the CEDS describing the characteristics and performance of the GPR's economy, and summarizing studies performed by organizations in the region that contained economic development findings and policies. The DVRPC continues to manage the periodic updating of the CEDs by collecting information on new capital projects that enhance the GPR's economic competitiveness, and by identifying the economic development policies, explicit or implicit, that are contained in new reports performed by regional organizations.

Northwest Arkansas Economic Development Study. Mr. Hopkins managed Global Insight's role in an economic development study of the Fayetteville MSA. He applied a target industry methodology to identify 25 economic sectors that local officials should attempt to attract into the region. He directed an economic baseline study that identified NWA's competitive advantages and disadvantages, compared the MSA to nine other metro areas, selected the target industries and worked with the project team to design economic development policies and strategies. The study made extensive use of IHS's business markets insights data base of employment, output, and establishments at the county level available down to the 6-digit NAICS code.

Analysis of a Tax Increment Financing (TIF) District. Mr. Hopkins managed a study for Connecticut Innovations (CI) that evaluated a proposed tax increment financing (TIF) district for a Bass Pro Shops store in Bridgeport, CT. The State was considering providing up to \$30 million in site improvements at the Bridgeport site that would be financed by a TIF district where a portion of the new sales tax revenues would be used to pay annual debt service on bonds used to obtain funds for site improvements. IHS first compared the characteristics of the proposed store, such as annual sales per employee and per square foot, employment and wage levels, expenses, and financial performance. IHS used survey data provided by DK Shifflet on the average spending characteristics per visit to estimate the annual economic impacts generated by both day trippers and overnight travelers that would shop at the new Bass Pro store. IHS then designed a detailed pro forma model to determine if the forecast sales at the store over the 20-year term of the bond issue would generate enough sales tax revenues to pay the annual debt service on the bonds. Our analysis showed, for a \$30-million bond issue, that there was only a 22% probability that the NPV of the sales tax revenues will exceed the NPV of the debt service. Based on IHS's study, CI approved a bond issue for \$22 million.

Analysis of the Big River Steel Incentive Proposal. The State of Arkansas was considering issuing general obligation bonds to support a major economic development project - the Big River Steel (BRS) plant, a \$1.1 billion electric arc furnace (EAF) steel mill. The State was considering providing a package of direct economic incentives (e.g., low interest loans, construction grants), and indirect incentives (e.g., tax deductions and credits), with a potential cost of almost \$300 million over a 20-year period. IHS was retained by the State to assess: 1) the long-term economic viability of the proposed BRS plant; and 2)

benefits and costs to the state in terms of the costs of the incentives provided and the NPV of the tax revenues received by the State. IHS concluded that the steel industry can absorb the addition of Big River Steel plant, but if any other major plants other those already announced, were built, then BRS plant's production goals and operating margins would not be achieved, reducing the level of production and also the tax revenues needed to cover the costs of the economic incentives. The benefit-cost analysis found that in the most optimistic scenarios that the net economic benefits were barely positive, and in most cases the NPV of the costs exceeded benefits if the plant's capacity factor and sales were too low. Two representatives from IHS presented testimony to, and answered questions from, a joint session of the Arkansas Legislature.

Information Technology (IT) Sector Study (Select Greater Philadelphia). He conducted a strategic evaluation of Greater Philadelphia Region's IT-producing sector. He defined the IT-using sector, both on a NAICs and occupational basis, and then compared the region's IT sector to those of other large MSAs. He surveyed 50 IT businesses to identify the region's competitive advantages and disadvantages, and used the results to develop targeted business attraction strategies. Formed and worked with an IT advisory committee to develop economic development strategies.

Greater Philadelphia Research and Development (R&D) Study (Select Greater Philadelphia). Mr. Hopkins estimated the total R&D spending in the Greater Philadelphia Region using data from IHS's Business Markets Insights (BMI) data base. Using data from the National Science Foundation, the Bureau of Economic, and results from a survey, he estimated R&D spending at the 4-digit NAICs level in the public and private sectors. He then conducted a comparative analysis of the region's R&D sector and those of the 14 other largest MSAs. The study also included a comparative analysis of patent activity over a 10 year period in the 15 largest MSAs.

Port Economic Impact Study (Select Greater Philadelphia). Mr. Hopkins estimated the total economic impacts of individual port facilities along the Delaware River between Trenton, NJ, and the sea. An inventory was conducted to identify all individual port facilities, including oil refineries, bulk materials facilities, and cargo handling facilities, and any other type of facility where cargo was transferred from or to a vessel. Approximately 60 individual port facilities were identified. The IMPLAN input/output model was then used to estimate total regional economic impacts based on direct employment and type and tons of cargo handled at each facility.

Higher Education Economic Impact Study (Select Greater Philadelphia). Mr. Hopkins directed two studies of the economic impact of the higher education sector on the Greater Philadelphia Region. Both studies used surveys to obtain enrollment and spending figures, which were then used in 4 custom IMPLAN input/output models to derive total economic impacts. Information was obtained from the Federal Government's IPEDS data base to analyze the number, level, and types (by major or classification of instruction program) of certificates and degrees awarded. Finally, he prepared a detailed estimate of student spending.



Elizabeth Redman

Senior Consultant, Economics and Country Risk

AREAS OF EXPERTISE

Cluster Development
Stakeholder Engagement
Sustainable Economic Development
Public- Private Partnerships
Meeting Facilitation
Workforce Development
Strategic Planning
Clean Tech Industry Development

EDUCATION

Master of Science City and Regional Planning, Ohio State University
Graduate work in Business Administration, Ohio University
Bachelor of Arts of Economics, University of Michigan

PROFILE

Elizabeth Redman has nearly a decade of economic development strategy consulting experience and today leads the company's Economic Strategy Solutions and Social Impact Analysis practices. In addition, Elizabeth has had significant experience working with the private sector to advise regional strategies for workforce development, environmental policy, and business creation, growth, and retention. Prior to joining IHS, Elizabeth ran her own consulting company, Cross Sector Strategies, to create sustainable solutions for economic growth through multi-sector partnerships. Before that, she was a Senior Associate at the Economic Competitiveness Group, where she advised regions on strategies for cluster development and industry competitiveness.

From creating the Oregon Cluster Network to help the state align public, non-profit, and university resources with industry needs to analyzing the social impacts of Abu Dhabi's large potential investment in the petrochemical manufacturing industry, Elizabeth understands the importance of integrating quantitative economic modeling with insights provided by local stakeholders.

Elizabeth has worked with a broad range of industries, from high-tech sectors like software and biotech, to natural resource based clusters like tourism, forest products, and petrochemicals, to a range of clean tech industries, including renewable energy, green building, recycling, and energy efficiency. Her strength is her ability to see connections between organizations and bring people together to design new approaches for increasing regional competitiveness.

EXPERIENCE

Oregon Business Plan & Oregon Cluster Network – Helped the Oregon Business Council, Governor's Office, Oregon Business Development Department, Oregon Innovation Council, and Portland Development Commission to use cluster-based economic development to refine statewide policy priorities, make public resource investments, and align the delivery of public services and education with industry needs.

- Created Cluster Network (2005) to connect industry clusters leaders with relevant expertise, technical support, and public/ university resources.
- Identified competitiveness challenges and opportunities of Oregon's clusters and developed Oregon's public-private job creation strategy, the "Oregon Business Plan."
- Helped secure "Mapping Regional Innovation Clusters" grant from U.S. EDA to work with Michael Porter's Institute for Strategy and Competitiveness at Harvard Business School and three other states to formalize cluster development best practices.
- Supported the Oregon Manufacturing Extension Partnership, the state's Northwest High Performance Enterprise Consortia, and other manufacturing and economic development groups to implement programs for workforce development, innovation, and regional branding.

Delaware County Industrial Development Authority – Evaluated options for re-purposing the former Sunoco Marcus Hook Refinery site and re-capturing the 500 jobs otherwise lost to the termination of multiple site operations.

- Put the closure in context by offering information on the local operating environment and the industrial composition of the 13 county region from which the Sunoco workforce was drawn.
- Provided the Industrial Development Authority with recommendations on site reuse options, taking into account the number and type of jobs that each option would employ. Recommendations have led to approximately twenty-five inquiries from potential investors.
- Addressed other critical issues that would need to be taken into account: skills and adaptability of workforce, water and utility constraints, land use and environmental issues.

The Economic and Employment Contributions of the Pebble Project in Alaska & Lower 48 Economies– Integrated a Qualitative Economic Impact Analysis into IHS’ Economic Impact Analysis examining the expected contributions of the Pebble mine’s development to Alaska and the lower 48.

- Interviewed regional stakeholders, including business owners, community leaders, and environmental activists to ground truth the economic modelling assumptions and complement the quantitative results with qualitative perspectives from local stakeholders.
- Included a regional demographic, industry, and employment profile, an overview of local stakeholder opposition and support, and expected impacts of the Pebble project on local employment, public spending, and community infrastructure development.

Beartooth Resource & Conservation District: Multi-state Regional Tourism Entrepreneurship Project– Reviewed national best practices and worked with local stakeholders to develop a strategy for increasing tourism entrepreneurship in a four-state area as part of a grant from the U.S. Economic Development Administration.

- Reviewed existing reports and data sources on the region’s tourism offerings, conducted phone and in-person interviews with public, private, and academic stakeholders, and convened stakeholder workshops in three locations to develop a collaborative strategy for tourism entrepreneurship development.
- Provided a set of strategic recommendations for stimulating tourism entrepreneurship, developing commercial tourism products, and increasing collaboration across the four-state region including specific initiatives tied to marketing, entrepreneurship training, the development of specific infrastructure and technology, and online and in-person forums for regional coordination.

2030 Petrochemical Masterplan– Led the production of a socioeconomic impact analysis of Abu Dhabi’s development of naphtha and LPG based petrochemical production units using available feedstock expected to accommodate 4.8 million metric tons per year of mixed feed cracker ethylene production and two million metric tons per year of aromatics plant paraxylene production for the Abu Dhabi Department of Economic Development.

- In addition to relaying the economic impacts which included a 4.8% increase in GDP and more than 71,000 jobs during peak periods of construction, the report helped relay other social impacts related to the Emirate’s *2030 Economic Vision*, such as neighborhood development in the scarcely populated Western region, inclusion of a higher percentage of women in the workforce, the creation of downstream manufacturing industries, and innovation centers to promote petrochemical manufacturing testing and R&D.

Energy Foundation and Advanced Energy Economy – Advised the Energy Foundation and Advanced Energy Economy on a strategy for developing clean energy business councils and clean tech clusters across the U.S.

- Built a role for philanthropy in regional clean tech economic development efforts.
- Helped councils in Arkansas, South Carolina, Ohio, Michigan, & Tennessee formulate specific workplans that would support local clean tech businesses.

Efficiency First – Authored *Green Jobs in the Residential Energy Efficiency Industry*, the most comprehensive report available in the U.S. on the home performance industry's job growth projections, workforce challenges, & training priorities.

- Helped Efficiency First and the San Mateo Community College secure a \$1.9 million Community Based Job Training Grant to implement energy efficiency workforce training and job placement for unemployed and incumbent workers.
- Facilitated Labor & Workforce Development Best Practices Working Groups.

East Bay Green Corridor Partnership – Developed the East Bay Green Corridor Partnership's "green growth" strategy including 8 California cities, 2 Universities, 2 Community College Districts, and the Lawrence Berkeley National Laboratory.

- Authored *Building the East Bay Green Economy* with recommendations for regional green tech industry growth including specific recommendations for workforce education, training, and apprenticeships, policy advocacy, regulatory standards and enforcement, financing models, marketing, and industry coordination.

Philadelphia Manufacturing Growth Strategy Study – led strategy development.

- Ms. Redman was part of the team that analyzed the manufacturing sector in the City of Philadelphia and then developed a set strategies designed to improve the performance of the sector. Elizabeth planned and moderated a day-long workshop with advisory group members in which the draft set of strategies were identified and defined.

Coo and Van Loo Consultants, LLC
Curt Johnson

Senior Vice President, Director of Planning

Curt Johnson is the Director of Land Planning for Coe & Van Loo Consultants, Inc., and his responsibilities include feasibility, land planning, design, and entitlements, cost benefit analysis, and public coordination.

Curt received his Bachelor of Science in Design degree from Arizona State University. He joined Coe & Van Loo Consultants in 1993 as a staff planner after working for a mixed-use real estate developer since 1984. With this diverse background, he has applied his creative land planning solutions to numerous master planned communities throughout the southwest.

His 29 years of experience includes master planning and conceptual planning and lotting, in addition to implementation planning from the conceptual stage through final platting. Curt has also worked with entitlement plans, land use and zoning, commercial and resort planning, hillside development, development review boards, design guidelines, and feasibility studies. His primary focus has always been to bring all the necessary elements together from a regulatory, design, stakeholder and site perspective to create an individual community or large scale Master Plan that can progress from concept through design and implementation.

Curt has worked on a wide and diverse range of projects from very small infill parcels to 24,000 acre master plans. His work has been in both the private sector and public sector including design, entitlements, and project management. Curt has also been involved with cost benefit analysis, which studies the efficiency of current designs and provides workable solutions to reduce infrastructure costs or increase project value.

He has been a member of the American Planning Association, Arizona Planning Association, Home Builders' Association of Central Arizona, and the Urban Land Institute. Curt is also the current President and Executive Committee member of the Lambda Alpha International Honorary Society for the Advancement of Land Economics which is an invitation only organization that recognizes outstanding contributions by its members in the field of real estate and public policy. Curt also served on the Board of Directors and Executive Committee of Valley Partnership which advocates responsible development and is their current City/County Board Member and Chair of their Federal Affairs Committee as well as their Leadership Council.

Curt has been recognized as one of the 1000 People to Know in Commercial Real estate and was featured in the inaugural "Executive Q & A" in the September/October 2012 issue of AZRE Commercial Real Estate Magazine. Curt was a featured speaker in the CLE International Continuing Legal Education Series on Land Use Law in 2007 and was also selected to represent the Office of International Visitors, Bureau of Educational and Cultural Affairs and U.S. Department of State in the International Visitor Leadership Program on Local Government and Urban Planning in the City of Phoenix in 2012.

Coo and Van Loo Consultants, LLC

Kathleen Fitzpatrick

Project Coordinator

Kathleen's background reflects the proven ability to direct and monitor office operations to achieve business objectives; provide staff training and development with focus on customer service; schedule, coordinate and manage projects to meet established deadlines; research, compile and analyze data to prepare statistical reports; employ sales and marketing strategies to develop new business; exercise tact and diplomacy for effective client / office communications; troubleshoot operational problems / implement viable solutions represent the highest standards of business and professionalism.

She holds a BS degree in Business and Marketing from Rutgers University as well as a Masters in Business Administration obtained from Grand Canyon University in Arizona.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C

Date Prepared: August 25, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: NBS Arrowhead I and II, LLC (Alter Group) Assignment of Ground Lease Agreement

Purpose:

This is a request for the City Council to approve two Assignments of Ground Lease Agreements between NBS Arrowhead I and II, LLC (The Alter Group), and Peoria Center Venture, LLC. Additionally, approve two Assignments of Ground Lease Agreements between Peoria Center Venture, LLC and 83rd Avenue Property, LLC. Finally, authorize the City Manager to execute the Final Form of Assignment of Ground Lease Agreements attached hereto.

Background/Summary:

In June 2005, the City entered into two ground leases with the Alter Group for the development of two office buildings and site improvements located on 83rd Avenue, immediately adjacent to the Peoria Sports Complex. The Alter Group is now seeking to assign its interests in the ground leases to Peoria Center Venture, LLC who intends to further assign the leases to 83rd Avenue Property, LLC. The agreements between the City and the Alter Group providing the City's consent to the assignment transactions will take the form of an Assignment of Ground Lease Agreement (see attached). The leases provide that the City's approval cannot unreasonably be withheld. These documents are in final form, but will only be executed, as authorized, prior to the close of escrow.

Previous Actions:

- The City entered into a ground lease with the Alter Group in June 2005 for the construction of two office buildings located on 83rd Avenue adjacent to the Sports Complex.
- The City entered into a First Amendment to the Ground Lease with the Alter Group on September 16, 2014.

Options:

A: Authorize the Assignments of Ground Lease Agreements. This action will allow the assignment of the ground leases; or

B: Reject the Assignments of Ground Lease Agreements. This action will prohibit the assignment of ground leases.

Staff's Recommendation:

Approve the assignment of ground lease agreements, and authorize the City Manager to execute the agreements with NBS Arrowhead I and II, LLC (The Alter Group), Peoria Center Venture, LLC, and 83rd Avenue Property, LLC.

Fiscal Analysis:

There is no fiscal impact as a result of these actions.

Exhibit A: Assignment of Ground Lease Agreement for NBS Arrowhead I, LLC (Parcel 1)

Exhibit B: Assignment of Ground Lease Agreement for NBS Arrowhead II, LLC (Parcel 2)

Exhibit C: Assignment of Ground Lease Agreement for Peoria Center Venture, LLC (Parcel 1)

Exhibit D: Assignment of Ground Lease Agreement for Peoria Center Venture, LLC (Parcel 2)

Contact: Scott Whyte X7738

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT OF GROUND LEASE AGREEMENT (the "Assignment") is made effective as of ____ day of _____, 2014, by and between **NBS Arrowhead I, LLC**, a Delaware limited liability company ("Assignor") and **Peoria Center Venture, LLC**, an Arizona limited liability company ("Assignee").

PRELIMINARY STATEMENTS

WHEREAS, Assignor (as Tenant) executed a Ground Lease Agreement dated as of June 28, 2005 with the City of Peoria, an Arizona municipal corporation (as Lessor), memorialized by a "Memorandum of Lease" recorded July 13, 2005, in the Official Records of Maricopa County, Arizona, as instrument no. 2005-0966953 ("Ground Lease"), pertaining to certain property commonly known as 16165 North 83rd Avenue, Peoria, Arizona.

WHEREAS, Assignor desires to assign the Ground Lease to Assignee and Assignee desires to assume the Ground Lease from Assignor.

NOW THEREFORE, in consideration of the foregoing preliminary statements which are incorporated herein, and of the agreements, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment and Assumption of Rights and Obligations of Ground Lease.**

By its execution hereof, Assignor hereby grants, conveys, transfers and assigns to Assignee of all Assignor's rights, title, and interests in, to, and under the Ground Lease and all rights, claims and causes of actions of Assignor against such Ground Lease. On and after the date hereof, Assignee shall assume and hereby accepts all obligations of Lessee (as those terms are defined in the Ground Lease) and Assignee hereby acknowledges and agrees to all of Lessor's rights under and in respect of the Ground Lease. Assignor shall remain liable for all obligations under the Ground Lease accruing prior to the date hereof.

2. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

3. **No Default by Lessor.**

Assignor confirms that, as of the date of this Assignment, there is no act or omission, which, but for the passage of time, the giving of notice, or both, would be a default or event of default of Lessor under the Ground Lease.

4. **Duplicate Originals.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective on the day and year first written above.

ASSIGNOR:

NBS Arrowhead I, LLC, a Delaware limited liability company

By: 18-Chai Corp., an Illinois corporation,
Its Manager

By: _____
Its: Vice President

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, a Vice President of 18-Chai Corp., an Illinois corporation, the Manager of NBS Arrowhead I, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the foregoing in such capacity and by and on behalf of said corporation on behalf of said limited liability company for the purposes and consideration therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2014.

[Impress Seal]

NOTARY PUBLIC

CONSENT OF LESSOR

The City of Peoria, an Arizona municipal corporation, the Lessor in the above mentioned Ground Lease Agreement, hereby consents to the assignment and assumption of the Ground Lease as provided in this Assignment.

Lessor:
The City of Peoria,
an Arizona municipal corporation

By: _____

Its: _____

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT OF GROUND LEASE AGREEMENT (the "Assignment") is made effective as of ____ day of _____, 2014, by and between **NBS Arrowhead II, LLC**, a Delaware limited liability company ("Assignor") and **Peoria Center Venture, LLC**, an Arizona limited liability company ("Assignee").

PRELIMINARY STATEMENTS

WHEREAS, Assignor (as Tenant) executed a Ground Lease Agreement dated as of June 28, 2005 with the City of Peoria, an Arizona municipal corporation (as Lessor), memorialized by a "Memorandum of Lease" recorded July 13, 2005, in the Official Records of Maricopa County, Arizona, as instrument no. 2005-0966944 ("Ground Lease"), pertaining to certain property commonly known as 16155 North 83rd Avenue, Peoria, Arizona.

WHEREAS, Assignor desires to assign the Ground Lease to Assignee and Assignee desires to assume the Ground Lease from Assignor.

NOW THEREFORE, in consideration of the foregoing preliminary statements which are incorporated herein, and of the agreements, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment and Assumption of Rights and Obligations of Ground Lease.**

By its execution hereof, Assignor hereby grants, conveys, transfers and assigns to Assignee of all Assignor's rights, title, and interests in, to, and under the Ground Lease and all rights, claims and causes of actions of Assignor against such Ground Lease. On and after the date hereof, Assignee shall assume and hereby accepts all obligations of Lessee (as those terms are defined in the Ground Lease) and Assignee hereby acknowledges and agrees to all of Lessor's rights under and in respect of the Ground Lease. Assignor shall remain liable for all obligations under the Ground Lease accruing prior to the date hereof.

2. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

3. **No Default by Lessor.**

Assignor confirms that, as of the date of this Assignment, there is no act or omission, which, but for the passage of time, the giving of notice, or both, would be a default or event of default of Lessor under the Ground Lease.

4. **Duplicate Originals.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective on the day and year first written above.

ASSIGNOR:
NBS Arrowhead II, LLC, a Delaware limited liability company

By: 18-Chai Corp., an Illinois corporation,
Its Manager

By: _____
Its: Vice President

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, a Vice President of 18-Chai Corp., an Illinois corporation, the Manager of NBS Arrowhead II, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the foregoing in such capacity and by and on behalf of said corporation on behalf of said limited liability company for the purposes and consideration therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2014.

[Impress Seal]

NOTARY PUBLIC

CONSENT OF LESSOR

The City of Peoria, an Arizona municipal corporation, the Lessor in the above mentioned Ground Lease Agreement, hereby consents to the assignment and assumption of the Ground Lease as provided in this Assignment.

Lessor:
The City of Peoria,
an Arizona municipal corporation

By: _____

Its: _____

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT OF GROUND LEASE AGREEMENT (the "Assignment") is made effective as of ____ day of _____, 2014, by and between **Peoria Center Venture, LLC**, an Arizona limited liability company ("Assignor") and **83rd Avenue Property, LLC**, an Arizona limited liability company ("Assignee").

PRELIMINARY STATEMENTS

WHEREAS, a Ground Lease Agreement was executed and dated as of June 28, 2005 by and between NBS Arrowhead I, LLC, a Delaware limited liability company ("NBS I") and the City of Peoria, an Arizona municipal corporation ("Ground Lessor") and was memorialized by the Memorandum of Lease recorded July 13, 2005, in the Official Records of Maricopa County, Arizona as instrument no. 2005-0966953 pertaining to certain property commonly known as 16165 North 83rd Avenue, Peoria, Arizona ("Ground Lease").

WHEREAS, on ____ day of _____, 2014 the Ground Lease, with the consent of the Ground Lessor was assigned by NBS I to Peoria Center Venture, LLC.

WHEREAS, Assignor (as Tenant) desires to assign the Ground Lease to Assignee and Assignee desires to assume the Ground Lease from Assignor.

NOW THEREFORE, in consideration of the foregoing preliminary statements which are incorporated herein, and of the agreements, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment and Assumption of Rights and Obligations of Ground Lease.**

By its execution hereof, Assignor hereby grants, conveys, transfers and assigns to Assignee of all Assignor's rights, title, and interests in, to, and under the Ground Lease and all rights, claims and causes of actions of Assignor against such Ground Lease. On and after the date hereof, Assignee shall assume and hereby accepts all obligations of Lessee (as those terms are defined in the Ground Lease) and Assignee hereby acknowledges and agrees to all of Lessor's rights under and in respect of the Ground Lease. Assignor shall remain liable for all obligations under the Ground Lease accruing prior to the date hereof.

2 **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

CONSENT OF LESSOR

The City of Peoria, an Arizona municipal corporation, the Lessor in the above mentioned Ground Lease Agreement, hereby consents to the assignment and assumption of the Ground Lease as provided in this Assignment.

Lessor:
The City of Peoria,
an Arizona municipal corporation

By: _____

Its: _____

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT OF GROUND LEASE AGREEMENT (the "Assignment") is made effective as of ____ day of _____, 2014, by and between **Peoria Center Venture, LLC**, an Arizona limited liability company ("Assignor") and **83rd Avenue Property, LLC**, an Arizona limited liability company ("Assignee").

PRELIMINARY STATEMENTS

WHEREAS, a Ground Lease Agreement was executed and dated as of June 28, 2005 by and between NBS Arrowhead II, LLC, a Delaware limited liability company ("NBS II") and the City of Peoria, an Arizona municipal corporation ("Ground Lessor") and was memorialized by the Memorandum of Lease recorded July 13, 2005, in the Official Records of Maricopa County, Arizona as instrument no. 2005-0966944 pertaining to certain property commonly known as 16155 North 83rd Avenue, Peoria, Arizona ("Ground Lease").

WHEREAS, on ____ day of _____, 2014 the Ground Lease, with the consent of the Ground Lessor was assigned by NBS II to Peoria Center Venture, LLC.

WHEREAS, Assignor (as Tenant) desires to assign the Ground Lease to Assignee and Assignee desires to assume the Ground Lease from Assignor.

NOW THEREFORE, in consideration of the foregoing preliminary statements which are incorporated herein, and of the agreements, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment and Assumption of Rights and Obligations of Ground Lease.**

By its execution hereof, Assignor hereby grants, conveys, transfers and assigns to Assignee of all Assignor's rights, title, and interests in, to, and under the Ground Lease and all rights, claims and causes of actions of Assignor against such Ground Lease. On and after the date hereof, Assignee shall assume and hereby accepts all obligations of Lessee (as those terms are defined in the Ground Lease) and Assignee hereby acknowledges and agrees to all of Lessor's rights under and in respect of the Ground Lease. Assignor shall remain liable for all obligations under the Ground Lease accruing prior to the date hereof.

2. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

CONSENT OF LESSOR

The City of Peoria, an Arizona municipal corporation, the Lessor in the above mentioned Ground Lease Agreement, hereby consents to the assignment and assumption of the Ground Lease as provided in this Assignment.

Lessor:
The City of Peoria,
an Arizona municipal corporation

By: _____

Its: _____

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17C

Date Prepared: August 21, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: NBS Arrowhead II, L.L.C. (Alter Group) Amended Lease Agreement

Purpose:

This is a request for the City Council to authorize the City Manager to execute an Amendment (First Amendment) to the Ground Lease between NBS Arrowhead II, L.L.C. (The Alter Group), and the City.

Background/Summary:

In June 2005, the City entered into a ground lease with the Alter Group for the development of two office buildings and site improvements located on 83rd Avenue, immediately adjacent to the Peoria Sports Complex (see vicinity map as Exhibit A).

Peoria Sports Park, LLC (PSP), master developer for the Avenue Shoppes at P83 Project (previously referred to as the PSP Project) has a Parking Facilities and Development Agreement (DA), as well as an amended Ground Lease (GL) with the City of Peoria. On March 4, 2014 the City Council approved the DA and GL for the PSP Project (see attached Project site plan as Exhibit B). Section 3 of the DA requires an agreement to be reached between the City and Alter Group in terms of any modifications needed to accommodate the 83rd Avenue parking garage for the Avenue Shoppes at P83 Project. The agreement between the City and the Alter Group will take the form of an amended Alter Group Ground Lease (see Exhibit C).

Previous Actions:

- The City entered into a ground lease with the Alter Group in June 2005 for the two office buildings constructed on 83rd Avenue adjacent to the Sports Complex.
- The City approved a Development Agreement and amended Ground Lease with PSP in March 2014 for the development of the Avenue Shoppes at P83 Project.

Options:

A: Authorize the City Manager to execute this Amendment to the Alter Group Ground Lease. This action will allow the Avenue Shoppes at P83 Project to continue; or

B: Reject this Amendment to the Ground Lease and provide direction as to how the City Council would like staff to address the Section 3 contingency contained in the PSP DA.

Staff's Recommendation:

Authorize the City Manager to execute the amended Ground Lease with NBS Arrowhead II, L.L.C. (The Alter Group).

Fiscal Analysis:

The City obligations, as contained in the amended Ground Lease with NBS Arrowhead II, LLC (The Alter Group), include funding the construction of certain site improvements on the Alter Group leasehold, such as sidewalk, landscaping, the relocation of a trash enclosure, and paving improvements on truck routes to the relocated trash enclosure (see Exhibit D for required site improvements). Additionally, the amended Ground Lease obligates the city to a materials testing contract for the sufficiency of the improved paving materials. All obligations of the city are contingent on the completion of construction of the Project parking garage located on 83rd Avenue within the PSP leasehold. The initial cost estimate for the city's obligations under the amended Alter Group Ground Lease is approximately \$210,000 which will be funded as part of the \$30,000,000 city contribution towards the financing of the Project parking garages pursuant to Section 4(e) of the PSP DA.

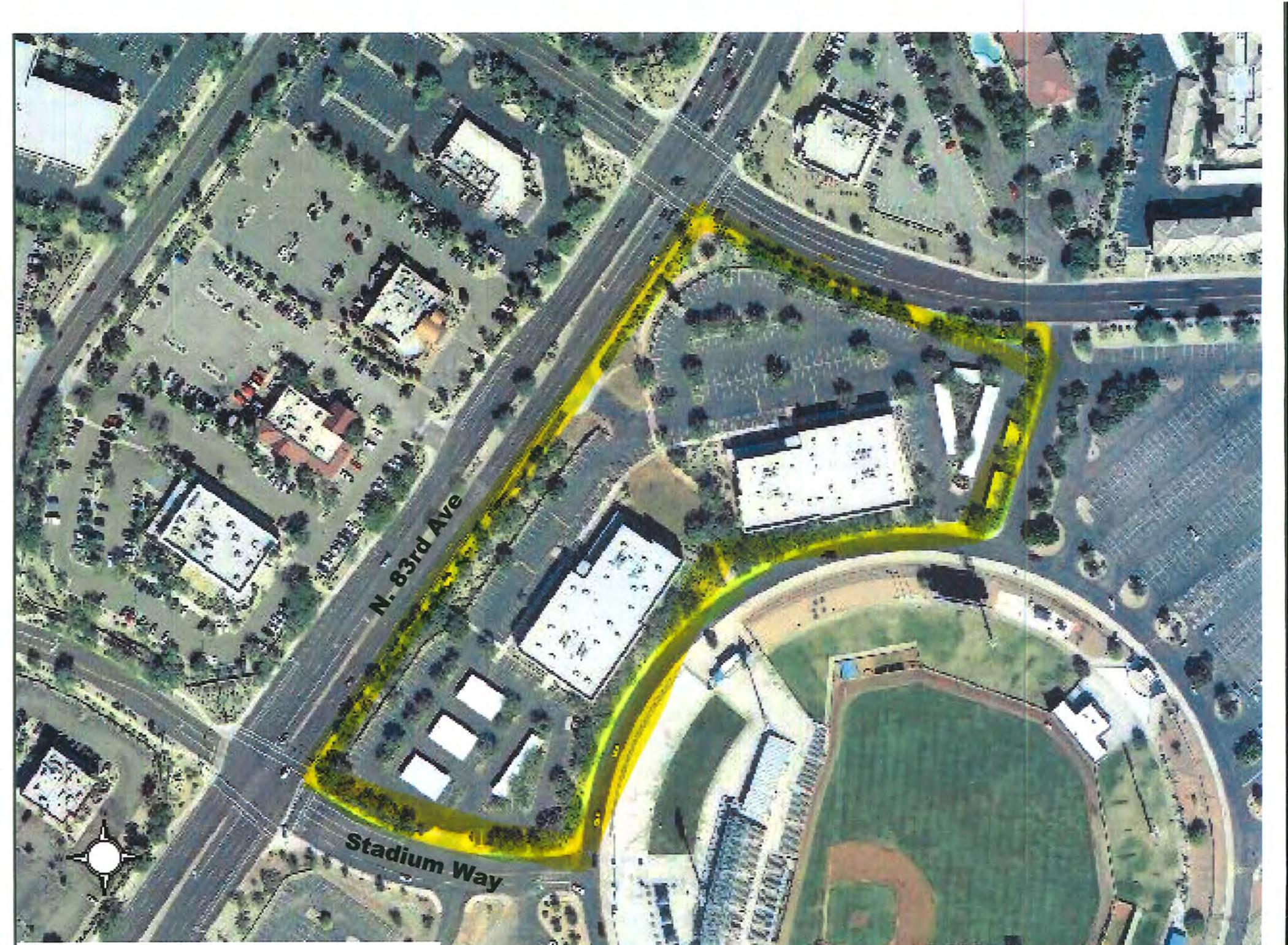
Exhibit A: Alter Group Leasehold Vicinity Map

Exhibit B: Avenue Shoppes at P83 Project Site Plan

Exhibit C: Amended Ground Lease with the Alter Group

Exhibit D: Alter Group Site Improvement Exhibit

Contact: Scott Whyte X7738



N. 83rd Ave

Stadium Way



THE AVENUE SHOPPES AT P83

PEORIA, AZ.

PHASE 1 - LEVEL 1

DATE: AUGUST 18, 2014

Baker



1 OCCUPANCY SQUARE FOOTAGE LEASING PLAN - LEVEL 1
SCALE: 1" = 50'-0"

This drawing is an instrument of service and may not be reproduced or reproductions thereof used without written permission © 2014

First Amendment to Lease

This First Amendment to Lease (the "Amendment") is entered into this _____ day of _____, 2014 ("Effective Date"), by and between NBS Arrowhead II, L.L.C., a Delaware Limited Liability Company ("NBS" or "Tenant") and the City of Peoria, an Arizona municipal corporation organized and existing under the laws of the State of Arizona (the "City" or "Lessor"). NBS and the City are collectively referred to as the "Parties" and independently as a "Party."

1. **Recitals**. As background to this Amendment, the Parties recite, state and acknowledge as follows:

A. Lessor and Tenant previously entered into that certain "Ground Lease Agreement" dated as of June 28, 2005 ("Lease"), by which Lessor leased to Tenant certain land (the "Demised Premises") located within the Sports Complex (as defined in the Lease). A "Memorandum of Lease Agreement" was recorded by the Parties in the Official Records of Maricopa County, Arizona ("Official Records") on or about July 13, 2005, as Instrument no. 2005-0966944.

B. The City thereafter entered into a "Parking Facilities and Development Agreement" dated as of March 11, 2014 ("Development Agreement") with a third party for the purpose of constructing certain improvements within the Sports Complex and adjacent to the Demised Premises, including a proposed mixed-use retail, hospitality and entertainment project ("Project") and a multi-story public parking garage fronting 83rd Avenue ("Garage"). The Development Agreement was recorded in the Official Records on or about March 12, 2014, as Instrument no. 2014-0157188.

C. None of the improvements that constitute the Project as contemplated by the Development Agreement (including the Garage) are located on or within the Demised Premises. However, the Parties agree that it is in their collective best interests to work together to construct or relocate certain site improvements currently existing on or within the Demised Premises (the "Site Improvements") and to enter into this Amendment to set forth their various duties and responsibilities related thereto. The Site Improvements do not increase or decrease the size of the Demised Premises and do not affect the payment of rents owed to Lessor pursuant to the Lease.

D. The Site Improvements include, but are not limited to, the realignment of existing sidewalk improvements, associated landscaping as well as the

relocation of a entry drive and trash dumpster within the Demised Premises. The Site Improvements are identified in Exhibit "A" which is attached hereto and incorporated herein by reference.

E. This Amendment is entered into to promote cooperation in the designated construction of the Site Improvements, to avoid adverse impacts to either Party, to streamline the installation of the Site Improvements, to minimize costs of construction, and to expedite completion of construction of the Site Improvements. The Parties agree and acknowledge that proceeding with the construction of the Site Improvements will benefit the City and Tenant.

2. **Agreements.** In consideration of the foregoing Recitals, and the mutual agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. **Incorporation of Recitals.** The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

B. **Incorporation of Exhibits.** The following documents are referred to in this Agreement and are attached hereto and made a part of the Agreement by this reference:

Exhibit A -- Diagram of Site Improvements.

C. **City Obligations.** The City will:

1. Prepare or have prepared at its cost all design, engineering and construction documents related to the Site Improvements. All permits for the work necessary to construct the Site Improvements are the sole responsibility of the City.

2. Cause Tenant to be named as an additional insured, upon request and as evidence by a certificate of insurance, with respect to work performed within and upon the Demised Premises by or on behalf of the City and related to the Site Improvements, in amounts not less than One Million Dollars per occurrence, and Two Million Dollars in the aggregate.

3. Prior to construction of the Site Improvements, City shall designate and provide temporary parking spaces in the Garage, on a one-for-one basis, to replace the parking spaces within the Demised Premises which will not be accessible to Tenant's subtenants during the construction of the Site Improvements. Following completion of the Site Improvements, Tenant's subtenants shall park in designated areas within the Demised Premises.

4. Reinforce certain paving areas within the parking lot of the Demised Premises in order to relocate the driveway and to accommodate increased truck traffic load resulting from the relocation of the office complex trash dumpster. The affected areas are highlighted on the attached Exhibit A and define the limits of the City's responsibility for reinforcement of paving material as follows:

(i) Within the hash marked highlighted area (depicted in Exhibit A) the City will remove existing and install 3 inch AC/8 inch ABC to match existing grades.

(ii) Within the highlighted area (depicted in Exhibit A) the City will remove existing and install 2 inch AC/6 inch ABC to match existing grades.

5. Remove all construction debris and provide general clean up prior to completion of the Site Improvements.

6. Provide a turning radius at the intersection of Stadium Way/Circle Drive that will accommodate two-way traffic. This turning radius is outside the Demised Premises but is intended to benefit traffic flow into and out of the Demised Premises.

7. Provide for Tenant's timely review and approval of plans associated with the Site Improvements, as well as provide Tenant with copies of construction plans and amendments or modifications thereto, for the Site Improvements prior to any submittal to the City of Peoria for building permits and/or permit revisions.

8. Provide to Tenant, for its review, a detailed schedule of work to be performed on the Demised Premises in order to minimize the impact of the installation of improvements upon Tenant's existing subtenants. Such schedule of work shall be provided by the City to Tenant no later than 30 calendar days prior to the commencement of any work under taken in connection with the Site Improvements.

9. Provide Tenant with a revised landscape and irrigation concept design for the south property line of the Demised Premises, along the north wall of the Garage. Such design concept will be provided to Tenant from the City prior to the City entering into a financing agreement for the construction of the Garage as part of the Project.

10. Construct improvements that meet City standards for infrastructure. An independent materials testing company will, at City expense, verify that the Site Improvements associated with asphalt paving, concrete and masonry work on the Demised Premises meet reasonable and accepted industry standards.

11. Upon completion of the Site Improvements, provide Tenant with an updated ALTA survey for the Demised Premises.

12. Notwithstanding anything in this Amendment to the contrary, the obligations of the City described in this Section 2(C) shall not arise until such time as the Garage has been completed in accordance with the terms of the Development Agreement and is available for public parking. In the event that (i) the Garage is not completed, (ii) the Project is not developed, or (iii) the Development Agreement is terminated, then the City shall have no obligations described in this Section 2(C).

D. Tenant Obligations. Tenant will:

1. Notify the City in writing, within ten (10) working days of receipt of any plans, schedules or other materials it receives pursuant to Sections 2(C)(7), 2(C)(8) and 2(C)(9) of this Amendment, setting forth with specificity any disagreement or dispute Tenant may reasonably have with the plans or schedule. The failure of Tenant to respond in writing within the time limit set forth in this Section 2(D)(1) will constitute Tenant's approval of the plans and schedules submitted pursuant to Sections 2(C)(7), 2(C)(8) and 2(C)(9) of this Amendment.

2. Approve any plans, amendments or modifications thereto and/or schedules for work in a timely and commercially reasonable manner and its approval shall not unreasonably be withheld.

3. Cooperate in the installation of the Site Improvements by notifying its subtenants of the time schedule for work and promptly responding to any impediments related to construction of the Site Improvements on the Demised Premises, when such impediments are within the control of Tenant, as Lessee of the property.

4. Agree, subject to the terms of this Amendment, that the City and/or its designated contractors are authorized to enter upon the Demised Premises in order to complete the Site Improvements.

5. At no cost, provide the City with a Temporary Construction Easement for portions of the Demised Premises reasonably necessary for use in constructing the Site Improvements.

6. Notwithstanding anything in this Amendment to the contrary, the obligations of Tenant described in this Section 2(D) shall not arise until the City is obligated to perform as described in Section 2(C)(12).

3. **No Third Party Beneficiary in Development Agreement.** No term or provision of this Agreement is intended to give, or shall give, Tenant any right or cause of action as a third-party beneficiary (or otherwise) in or to the Development Agreement.

4. **Assignment.** The Parties acknowledge and agree that for purposes of this Amendment the City, as referred to herein, may include the Developer (as defined

in the Development Agreement), and that the City has or may assign(ed) its rights and responsibilities hereunder to the Developer and or its contractors without requirement of the consent, written or otherwise, of Tenant.

5. **Cancellation.** This Amendment is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

6. **Effect of Amendment.** Except as expressly modified by this Amendment, all other terms and conditions of the Lease remain unchanged and in full force and effect.

Signatures are on the following two (2) pages.

CITY OF PEORIA, an Arizona municipal corporation

By: _____

Carl Swenson, City Manager

Date

Or Authorized Designee

APPROVED AS TO FORM:

By: _____

Stephen M. Kemp, City Attorney

Date

ATTEST:

Rhonda Geriminsky, City Clerk

NBS Arrowhead II, L.L.C., a Delaware limited liability company

By: 18 Chai Corp., an Illinois corporation, its manager

By: _____

Its _____

Date: _____

STATE OF ILLINOIS)

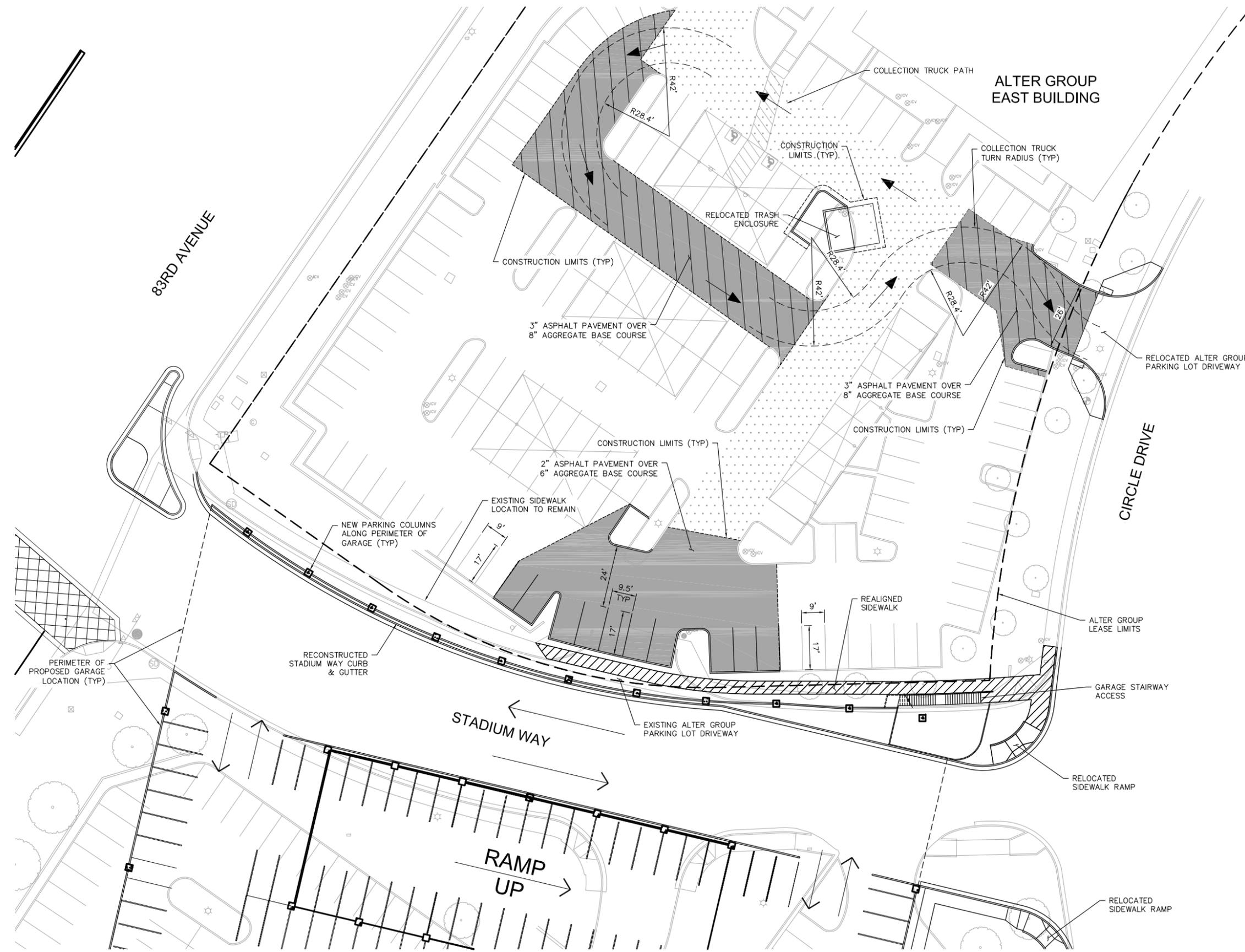
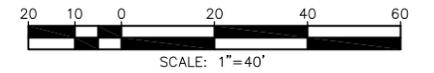
) ss.

COUNTY OF COOK)

On this ____ day of _____, 2014, before me personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Signature

THE AVENUE SHOPPES AT P83 ALTER GROUP PARKING LOT EXHIBIT



PAVING LEGEND

- EXISTING HEAVY DUTY ASPHALT
3" AC/8" ABC
- PROPOSED STANDARD DUTY ASPHALT
2" AC/6" ABC
- PROPOSED HEAVY DUTY ASPHALT
3" AC/8" ABC

**NOT FOR
CONSTRUCTION**

Baker

MICHAEL BAKER JR. INC.
2929 NORTH CENTRAL AVENUE SUITE 800
PHOENIX, ARIZONA 85012
(602) 279-1234

DATE: 7/29/2014

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 18C

Date Prepared: September 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: John Imig, IT Director

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Single Source Request for Environmental Systems Research Institute, Inc. (ESRI)
Enterprise License Agreement

Purpose:

Discussion and possible action to approve a single source procurement request to enter into a contract with Environmental Systems Research Institute, Inc. (ESRI) for an Enterprise License Agreement for the City's GIS licensing in an amount not to exceed \$290,000.

Background/Summary:

The ESRI Enterprise License Agreement (ELA) is a licensing product that would replace the current Geographic Information System (GIS) licensing held by the City with ESRI. This agreement allows for complete use of all products identified under the agreement, regardless of count. The City will have the right and opportunity to utilize all of the licensed items for the three year term of the ELA.

The ESRI software has been in use at the City since the inception of the GIS program in 2001 and is integral to the current GIS environment at the City, as it is integrated with other business systems (Accela, Hansen, Northstar) to provide additional capabilities (and work flows) to achieve our goals. Only ESRI can provide this service (agreement) for use with their products.

Previous Actions:

Prior authorization for budget approval was given as part of the adopted FY15 budget.

Options: *(include as many as reasonable)*

A: Approve a single source procurement request to enter into a contract with ESRI for an Enterprise License Agreement.

B: Do not approve a single source procurement request to enter into a contract with ESRI. This would mean the IT Department would not be able to purchase an Enterprise License Agreement for our GIS software licensing.

Staff's Recommendation:

Staff recommends approval of a single source procurement to enter into a contract with ESRI for an Enterprise License Agreement.

Fiscal Analysis:

Funding for this contract was previously approved and is available in the adopted 2015 budget in the IT operating funds. The ELA will be billed and paid in three annual installments, approximately \$90,000 per year plus applicable sales taxes.

Contact Name and Number:

Timothy Smothers, IT Applications & Geospatial Systems Manager, 623-773-7671

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19C

Date Prepared: September 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Brent Mattingly, Finance and Budget Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Budget Amendments

Purpose:

This is a request for City Council to approve the FY 2014 Final Budget Amendments and the FY 2014 Carryovers to the FY 2015 Budget.

Background/Summary:

The attached schedules list FY 2014 budget amendments and FY 2015 carryovers which, under current Council and/or Administrative policy, require Council approval. These amendments and carryovers have been reviewed by the Finance and Budget Department and the Chief Financial Officer and are submitted to Council for approval. The following listing describes the carryovers by category.

FY 2014 Final Budget Amendments Summary:

Clean-up – The amendment in this category is to move traffic signal budget and expenditures from the new impact fee fund to the old impact fee fund. The Clean-up adjustments total \$481,393.

Operating – The adjustments in the Operating category include providing budget appropriation for the School Resource Officers program, and for jobs created per the terms of the development agreement with Maxwell Technologies. Also included is a transfer of additional contingency to cover additional landfill expenses. The Operating adjustments total \$455,338.

Capital Items – This category includes a transfer of eligible Lake Pleasant Parkway project expenditures to the impact fees fund, moving budget in the Sports Complex Improvement project from the buildings account to the other improvements account, 4th Quarter chargebacks for Engineering, Materials Management, and the Arts, transfers to help close out old bond funds, and transfers to properly code traffic signals to the Traffic Signal Impact Fee Fund. The Capital Items adjustments total \$10,922,776.

FY 2014 Carryover Summary – These are items budgeted in FY 2014 that are not yet completed and are carried over into the FY 2015 budget:

Carryover - Operating – Operating carryovers include appropriations for various grants, purchase order rollovers, Education Reimbursement program, Learning Management System, Risk Management system upgrade, Timekeeping Study, copier replacements, Council District funds, items in Community Services, Police Department, Information Technology, Planning and Community Development, and Economic Development Services. The Carryover-Operating adjustments total \$2,896,871.

Carryover - Capital – Capital carryovers include adjustments for purchase order rollovers, and for various capital projects including Skunk Creek Trailhead, Sports Complex Improvements, and Grand Avenue Landscaping. The Carryover-Capital adjustments total \$20,660,245.

Previous Actions:

No previous action has been taken on these budget amendments or carryovers.

Options:

- A:** Approve all budget amendments and carryovers as recommended.
- B:** Approve only select budget amendments and carryovers.
- C:** Do not approve the budget amendments and carryovers and request further information from Staff.

Staff's Recommendation:

Finance and Budget Department staff recommends approval of the attached budget amendments and carryovers.

Fiscal Analysis:

These budget amendments and carryovers have no net fiscal impact to the city. Some of the budget amendments are to provide expenditure authority for funds that have been received, i.e., through grants, IGAs, and/or reimbursements. Other budget amendments are to move

existing appropriation to the proper accounts. The carryovers have no net fiscal impact to the city. These are items budgeted in FY 2014 but were not expended.

Exhibit(s):

Exhibit 1: FY 2014 Budget Amendment Schedule and FY 2015 Carryover Schedule

Contact Name and Number: Brent Mattingly, 623-773-7134

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Clean-up

#4477 - Non-Departmental - Gen Fund Capital Projects

7005	7055	543001	Street System	CIPTC EN00170	\$268,343
7005	7055	570000	Contingencies		\$213,050
7009	7059	543001	Street System	CIPST EN00241	\$213,050
7009	7059	543001	Street System	CIPTC EN00170	\$268,343

Comment: This transfer will move traffic signal budget and expenditures from new impact fee fund to old impact fee fund. This amendment corrects Transfer #4462, which incorrectly moved appropriation to Fund 7009 instead of Fund 7005.

Subtotal for Clean-up Amendments: \$481,393 \$481,393

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<u>Operating</u>			
#4415 - Police - Staff Services			
7422 7582 510000	Salaries and Wages - Regular	\$120,000	
1000 1040 510000	Salaries and Wages - Regular		\$120,000
Comment: This amendment is related to the reimbursement of \$120k from the PUSD for School Resource Officers program. The SRO's are budgeted in the operating division 1000-1040 but the reimbursement is accounted for in the IGA fund 7422-7582. This amendment moves the budget and allows the expenditures to match the reimbursement in that fund. There is no fiscal impact.			
#4416 - Community Services - Prop 302 Grant Program			
7850 7890 522501	Advertising	\$15,500	
7990 7990 570000	Contingencies		\$15,500
Comment: This amendment will adjust the budget for the Arizona Office of Tourism grant (Prop. 302) to the projected allocation amount of \$83,205.			
#4417 - Economic Development Services - Section 108 HUD Program			
7111 7161 522070		\$250,000	
7990 7990 570000	Contingencies		\$250,000
Comment: This transfer is to establish appropriation needed to reimburse Maxwell Technologies for jobs created per the terms of the development agreement. The source of this funding is the Section 108 loan the city received from the U.S. Department of Housing and Urban Development--to be repaid with a portion of the city's CDBG allocation. This transfer has no financial impact to the city.			
#4430 - Non-City Entity - Comm Facilities Districts			
8140 8140 520099	Other Professional Services	\$25,000	
7990 7990 570000	Contingencies		\$25,000
Comment: This transfer will provide appropriation for expenses related to the Trilogy West CFD application. Trilogy West provides a deposit of \$25k. There is no financial impact to the City.			
#4434 - Non-Departmental - Non-Departmental			
5030 5030 561000	Agent Fee	\$3,402	
1000 0300 570000	Contingencies		\$3,402
Comment: This transfer provides for the payment of fees related to the termination of Bank of New York Mellon as our investment trustees.			
#4437 - Police - Llebq V - #2000-Lb-Bx-1836			
7752 7787 522099	Miscellaneous Community Promotions	\$10,656	
7990 7990 570000	Contingencies		\$10,656
Comment: This transfer will establish appropriation for FY 2014 expenditures using Water Conservation Education and Training Grant from U.S. Department of Reclamation.			
#4470 - Non-Departmental - Neighborhood Park Dev Zone 3			
7908 7908 520099	Other Professional Services	\$5,780	
7905 7905 520099	Other Professional Services		\$5,780
Comment: To reclass Duncan & Assoc PO for the Impact Fee Study, fund 7905 has been closed.			
#4488 - Community Services - Complex Operations/Maint			
2000 2000 520070		\$25,000	
1000 0300 570000	Contingencies		\$25,000
Comment: Sports Complex Operations receives and provides in-kind services. To record the transaction in which revenues net with expenditures, a budget amendment is needed for the booking of the expenditure side of transaction. There is no financial impact to this adjustment.			
Subtotal for Operating Amendments:		\$455,338	\$455,338

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4431 - Non-Departmental - Gen Fund Capital Projects

7005	7055	543001	Street System	CIPST	EN00241	\$213,050	
4220	4220	543001	Street System	CIPST	EN00241		\$213,050

Comment: This is to transfer eligible Lake Pleasant Parkway project expenditures to the impact fees fund.

#4436 - Non-Departmental - Gen Fund Capital Projects

2001	2021	541003	Improvements Other Than Land and Buildings	CIPPK	CS00022	\$110,917	
2001	2021	540500	Buildings	CIPPK	CS00022		\$110,917

Comment: CIP - Sports Complex Improvements - This transfer moves budget within project from buildings account (540500) to other improvements account (541003).

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4460 - Non-Departmental - Gen Fund Capital Projects

4550	4550	544001	CIPPK CS00034	\$31,185
7000	7050	544001	CIPST COP0001	\$14,756
1000	0310	544001	CIPPK COP0001	\$13,814
4220	4220	544001	CIPST EN00271	\$13,563
4220	4220	544001	CIPST EN00241	\$12,239
4240	4240	544001	CIPPK CS00034	\$8,850
7010	7075	544001	CIPST EN00241	\$8,703
2400	2550	544001	CIPWW UT00191	\$7,268
1000	0310	544001	CIPOF ED00002	\$7,155
7010	7075	544001	CIPTC EN00170	\$6,210
7010	7075	544001	CIPST EN00177	\$6,123
2050	2140	544001	CIPWR UT00266	\$6,107
7001	7051	544001	CIPST EN00177	\$5,953
4240	4240	544001	CIPDR EN00139	\$5,715
2050	2140	544001	CIPWR UT00272	\$5,522
2050	2140	544001	CIPWR UT00330	\$5,220
4550	4550	544001	CIPST EN00313	\$5,172
2161	2221	544001	CIPWR UT00117	\$5,108
2161	2221	544001	CIPWR UT00272	\$5,097
7930	7930	544001	CIPPS PD00021	\$4,770
7010	7075	544001	CIPST EN00422	\$4,520
7010	7075	544001	CIPTC EN00225	\$4,500
4240	4240	544001	CIPST EN00241	\$4,351
4240	4240	544001	CIPDR EN00137	\$4,140
7010	7075	544001	CIPST EN00243	\$3,960
4240	4240	544001	CIPOF CS00070	\$3,880
4550	4550	544001	CIPST EN00324	\$3,698
4251	4251	544001	CIPDR EN00177	\$3,402
7000	7050	544001	CIPST PW00025	\$3,263
2050	2140	544001	CIPWR UT00313	\$3,153
7010	7075	544001	CIPST PW11190	\$3,153
7000	7050	544001	CIPST PW00046	\$2,928
7010	7075	544001	CIPTC EN00430	\$2,745
7901	7901	544001	CIPPK CS00054	\$2,600
7010	7075	544001	CIPST EN00088	\$2,565
2400	2550	544001	CIPWW UT00266	\$2,375
7010	7075	544001	CIPTC EN00348	\$2,160
4250	4250	544001	CIPPK CS00034	\$2,107
4251	4251	544001	CIPOF PD00018	\$1,987
7010	7075	544001	CIPST ED00009	\$1,965

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<u>Capital</u>			
2400 2550 544001	CIPWW UT00303	\$1,918	
4240 4240 544001	CIPRT CS00125	\$1,903	
1000 0310 544001	CIPDR COP0001	\$1,883	
7010 7075 544001	CIPTC PW00133	\$1,800	
4550 4550 544001	CIPPK CS00054	\$1,781	
2050 2140 544001	CIPWR EN00177	\$1,530	
2400 2550 544001	CIPWW UT00116	\$1,530	
7010 7075 544001	CIPST EN00081	\$1,485	
7008 7058 544001	CIPST ED00009	\$1,474	
4550 4550 544001	CIPST EN00241	\$1,359	
7010 7075 544001	CIPST EN00395	\$1,350	
4210 4210 544001	CIPST EN00271	\$1,341	
2400 2550 544001	CIPWW UT00313	\$1,166	
2400 2550 544001	CIPWW UT00256	\$1,152	
2050 2140 544001	CIPWR UT00271	\$1,102	
2400 2550 544001	CIPWW UT00271	\$1,102	
4550 4550 544001	CIPST EN00089	\$1,086	
2400 2550 544001	CIPWW UT00296	\$1,080	
7920 7920 544001	CIPRT COP0001	\$941	
4220 4220 544001	CIPST EN00214	\$855	
2050 2140 544001	CIPWR UT00309	\$840	
2400 2550 544001	CIPWW UT00307	\$788	
4250 4250 544001	CIPRT EN00371	\$758	
2050 2140 544001	CIPWR UT00256	\$737	
2161 2221 544001	CIPWR UT00148	\$720	
2510 2630 544001	CIPWW UT00151	\$640	
7010 7075 544001	CIPST EN00459	\$630	
4240 4240 544001	CIPPK CS00134	\$585	
4240 4240 544001	CIPRT CS00091	\$558	
7005 7055 544001	CIPST EN00241	\$543	
1000 0310 544001	CIPPK CS00070	\$529	
7010 7075 544001	CIPST EN00089	\$511	
2050 2140 544001	CIPWR UT00301	\$495	
4550 4550 544001	CIPST CD00003	\$495	
7920 7920 544001	CIPRT CS00091	\$486	
4210 4210 544001	CIPRT CS00091	\$468	
4240 4240 544001	CIPST CS00123	\$450	
7010 7075 544001	CIPST EN00252	\$450	
7920 7920 544001	CIPRT CS00125	\$450	
4240 4240 544001	CIPPK CS00054	\$433	
2050 2140 544001	CIPWR UT00303	\$421	

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<u>Capital</u>			
2050 2140 544001	CIPWR ED00009	\$409	
7000 7050 544001	CIPST PW01001	\$405	
4210 4210 544001	CIPST EN00011	\$388	
2400 2550 544001	CIPWW EN00313	\$293	
4251 4251 544001	CIPPK CS00091	\$288	
2400 2550 544001	CIPWW UT00309	\$280	
2400 2550 544001	CIPWW ED00009	\$245	
2050 2140 544001	CIPWR UT00203	\$213	
2050 2140 544001	CIPWR EN00313	\$176	
4220 4220 544001	CIPST EN00313	\$176	
7010 7075 544001	CIPST PW00109	\$163	
4250 4250 544001	CIPRT CS00125	\$150	
2050 2140 544001	CIPWR UT00098	\$90	
2161 2221 544001	CIPWR UT00233	\$90	
7010 7075 544001	CIPST EN00250	\$90	
4240 4240 544001	CIPOF PD00018	\$82	
2400 2550 544001	CIPWW UT00151	\$79	
7010 7075 544001	CIPST PW13000	\$72	
2050 2140 544001	CIPWR UT00329	\$67	
2400 2550 544001	CIPWW UT00262	\$46	
2050 2140 544001	CIPWR UT00206	\$45	
2400 2550 544001	CIPWW UT00314	\$36	
4550 4550 544001	CIPST PW13000	\$25	
2400 2550 544001	CIPWW UT00329	\$22	
2050 2140 544001	CIPWR UT00262	\$21	
2050 2140 544001	CIPWR UT00314	\$9	
2510 2630 544001	CIPOF CB02014		\$640
7920 7920 544001	CIPOF CB02014		\$1,877
4210 4210 544001	CIPOF CB02014		\$2,197
2050 2140 544001	CIPOF CB02014		\$3,193
7930 7930 544001	CIPOF CB02014		\$4,770
4251 4251 544001	CIPOF CB02014		\$5,677
7001 7051 544001	CIPOF CB02014		\$14,285
4240 4240 544001	CIPOF CB02014		\$22,339
4220 4220 544001	CIPOF CB02014		\$26,833
2161 2221 544001	CIPOF CB02014		\$33,979
7010 7075 544001	CIPOF CB02014		\$169,977

Comment: 4th Quarter Engineering Chargebacks

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4462 - Non-Departmental - Gen Fund Capital Projects

7009	7059	543001	Street System	CIPTC	EN00170	\$268,343	
7009	7059	543001	Street System	CIPST	EN00241	\$213,050	
7010	7075	570000	Contingencies				\$481,393

Comment: This transfer is to properly code Traffic Signals to Traffic Signal Impact Fee Fund - Part 1.

#4463 - Non-Departmental - Gen Fund Capital Projects

4220	4220	543001	Street System	CIPST	EN00241	\$814,108	
4220	4220	544001		CIPST	EN00241	\$30,743	
4220	4220	525515	Arts Commission Service Charge	CIPST	EN00241	\$4,844	
4220	4220	544002		CIPST	EN00241	\$305	
7010	7075	570000	Contingencies				\$35,892
7010	7075	543001	Street System	CIPST	EN00241		\$814,108

Comment: This transfer will move budget and expenditures to help close old bond fund (Part 3).

#4464 - Non-Departmental - Gen Fund Capital Projects

7010	7075	570000	Contingencies			\$1,505,625	
4220	4220	570000	Contingencies			\$850,000	
7010	7075	544002		CIPST	EN00241		\$305
7010	7075	525515	Arts Commission Service Charge	CIPST	EN00241		\$4,844
7010	7075	544001		CIPST	EN00241		\$30,743
4220	4220	543001	Street System	CIPST	EN00271		\$850,000
7010	7075	543001	Street System	CIPST	EN00241		\$1,469,733

Comment: This transfer will move budget and expenditures to help close old bond fund (Parts 2 & Part 5).

#4465 - Non-Departmental - Gen Fund Capital Projects

7010	7075	570000	Contingencies			\$481,393	
4550	4550	543001	Street System	CIPST	EN00241		\$213,050
7010	7075	543001	Street System	CIPTC	EN00170		\$268,343

Comment: This transfer is to properly code Traffic Signals to Traffic Signal Impact Fee Fund - Part 2.

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4474 - Non-Departmental - Gen Fund Capital Projects

7010	7075	544002	CIPST EN00243	\$6,858
2050	2140	544002	CIPWR UT00266	\$3,211
2050	2140	544002	CIPWR UT00206	\$2,401
4220	4220	544002	CIPST EN00271	\$1,716
2050	2140	544002	CIPWR UT00330	\$1,714
2400	2550	544002	CIPWW UT00314	\$1,509
7010	7075	544002	CIPTC EN00170	\$1,371
2400	2550	544002	CIPWW UT00266	\$1,247
7901	7901	544002	CIPPK CS00054	\$1,020
1000	0310	544002	CIPOF PW11150	\$857
4550	4550	544002	CIPST EN00313	\$765
4550	4550	544002	CIPPK CS00054	\$697
4210	4210	544002	CIPST EN00011	\$686
2050	2140	544002	CIPWR UT00272	\$536
7000	7050	544002	CIPST PW11160	\$514
2161	2221	544002	CIPWR UT00272	\$493
4232	4232	544002	CIPPK CS00022	\$479
2050	2140	544002	CIPWR UT00314	\$377
7000	7050	544001	CIPST COP0001	\$324
4240	4240	544002	CIPRT CS00091	\$321
1000	0310	544001	CIPPK COP0001	\$301
7920	7920	544002	CIPRT CS00091	\$277
4210	4210	544002	CIPRT CS00091	\$267
2050	2140	544002	CIPWR UT00316	\$171
4250	4250	544002	CIPRT EN00371	\$171
7010	7075	544002	CIPST EN00395	\$171
4210	4210	544002	CIPST EN00271	\$170
4240	4240	544002	CIPPK CS00054	\$169
4251	4251	544002	CIPPK CS00091	\$164
2400	2550	544002	CIPWW UT00303	\$141
4240	4240	544002	CIPRT CS00125	\$131
7920	7920	544002	CIPRT CS00067	\$97
4220	4220	544002	CIPST EN00241	\$79
7010	7075	544002	CIPST EN00177	\$63
7001	7051	544002	CIPST EN00177	\$59
7010	7075	544002	CIPST EN00241	\$54
7915	7915	544002	CIPRT CS00067	\$44
2400	2550	544002	CIPWW EN00313	\$42
1000	0310	544001	CIPDR COP0001	\$41
4251	4251	544002	CIPDR EN00177	\$34

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<u>Capital</u>			
2001 2021 544002	CIPPK CS00022	\$30	
2050 2140 544002	CIPWR UT00303	\$30	
7904 7904 544002	CIPRT CS00067	\$30	
7920 7920 544002	CIPRT CS00125	\$30	
4240 4240 544002	CIPST EN00241	\$27	
2050 2140 544002	CIPWR EN00313	\$25	
4220 4220 544002	CIPST EN00313	\$25	
7920 7920 544001	CIPRT COP0001	\$20	
2050 2140 544002	CIPWR EN00177	\$15	
4250 4250 544002	CIPRT CS00125	\$10	
4550 4550 544002	CIPST EN00241	\$8	
2002 2022 544002	CIPPK CS00022	\$5	
7005 7055 544002	CIPST EN00241	\$3	
7001 7051 544001	CIPOF CB02014		\$59
4251 4251 544001	CIPOF CB02014		\$198
7920 7920 544001	CIPOF CB02014		\$422
2161 2221 544001	CIPOF CB02014		\$493
4210 4210 544001	CIPOF CB02014		\$1,122
4220 4220 544001	CIPOF CB02014		\$1,817
7010 7075 544001	CIPOF CB02014		\$25,889

Comment: 4th Quarter Materials Management Chargebacks

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4476 - Non-Departmental - Gen Fund Capital Projects

4220	4220	525515	Arts Commission Service Charge	CIPST	EN00271	\$18,665
4220	4220	525515	Arts Commission Service Charge	CIPST	EN00241	\$16,612
4240	4240	525515	Arts Commission Service Charge	CIPST	EN00241	\$14,972
7000	7050	525515	Arts Commission Service Charge	CIPST	PW00138	\$9,664
7010	7075	525515	Arts Commission Service Charge	CIPST	EN00177	\$8,991
2050	2140	525515	Arts Commission Service Charge	CIPWR	UT00335	\$6,735
2050	2140	525515	Arts Commission Service Charge	CIPWR	EN00177	\$3,718
2161	2221	525515	Arts Commission Service Charge	CIPWR	UT00170	\$3,646
1000	0310	525515	Arts Commission Service Charge	CIPPK	COP0001	\$3,079
2161	2221	525515	Arts Commission Service Charge	CIPWR	UT00148	\$2,782
2161	2221	525515	Arts Commission Service Charge	CIPWR	UT00117	\$2,718
7005	7055	525515	Arts Commission Service Charge	CIPTC	EN00170	\$2,683
4251	4251	525515	Arts Commission Service Charge	CIPDR	EN00177	\$2,681
4240	4240	525515	Arts Commission Service Charge	CIPRT	CS00125	\$2,574
2050	2140	525515	Arts Commission Service Charge	CIPWR	UT00206	\$2,486
2510	2630	525515	Arts Commission Service Charge	CIPWW	UT00151	\$2,434
7010	7075	525515	Arts Commission Service Charge	CIPST	ED00009	\$2,357
7005	7055	525515	Arts Commission Service Charge	CIPST	EN00241	\$2,130
7901	7901	525515	Arts Commission Service Charge	CIPPK	CS00054	\$1,935
2001	2021	525515	Arts Commission Service Charge	CIPPK	CS00022	\$1,618
2400	2550	525515	Arts Commission Service Charge	CIPWW	UT00262	\$1,550
7000	7050	525515	Arts Commission Service Charge	CIPST	COP0001	\$1,426
7920	7920	525515	Arts Commission Service Charge	CIPRT	CS00091	\$1,347
4250	4250	525515	Arts Commission Service Charge	CIPST	PW00993	\$1,119
7000	7050	525515	Arts Commission Service Charge	CIPST	PW01001	\$1,100
2050	2140	525515	Arts Commission Service Charge	CIPWR	UT00309	\$1,062
4240	4240	525515	Arts Commission Service Charge	CIPPK	CS00054	\$1,019
2400	2550	525515	Arts Commission Service Charge	CIPWW	UT00307	\$1,014
7010	7075	525515	Arts Commission Service Charge	CIPTC	PW00133	\$1,012
2050	2140	525515	Arts Commission Service Charge	CIPWR	UT00272	\$878
7000	7050	525515	Arts Commission Service Charge	CIPST	PW11160	\$867
2050	2140	525515	Arts Commission Service Charge	CIPWR	UT00262	\$783
3400	3800	525515	Arts Commission Service Charge	CIPOF	IT00011	\$733
3400	3800	525515	Arts Commission Service Charge	CIPOF	IT00021	\$700
7010	7075	525515	Arts Commission Service Charge	CIPTC	EN00225	\$642
2050	2140	525515	Arts Commission Service Charge	CIPWR	UT00204	\$601
3400	3800	525515	Arts Commission Service Charge	CIPOF	IT00022	\$579
7010	7075	525515	Arts Commission Service Charge	CIPST	EN00422	\$573
7010	7075	525515	Arts Commission Service Charge	CIPTC	EN00348	\$539
3400	3800	525515	Arts Commission Service Charge	CIPOF	IT00023	\$520

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
<u>Capital</u>						
7000 7050 525515	Arts Commission Service Charge	CIPST	PW00992		\$520	
4250 4250 525515	Arts Commission Service Charge	CIPOF	IT00004		\$503	
3400 3800 525515	Arts Commission Service Charge	CIPOF	IT00028		\$498	
3400 3800 525515	Arts Commission Service Charge	CIPOF	IT00012		\$479	
2050 2140 525515	Arts Commission Service Charge	CIPWR	UT00330		\$454	
7000 7050 525515	Arts Commission Service Charge	CIPST	PW00993		\$432	
2050 2140 525515	Arts Commission Service Charge	CIPWR	UT00313		\$421	
7010 7075 525515	Arts Commission Service Charge	CIPST	EN00459		\$337	
7000 7050 525515	Arts Commission Service Charge	CIPST	PW00027		\$300	
2050 2140 525515	Arts Commission Service Charge	CIPWR	UT00203		\$284	
4250 4250 525515	Arts Commission Service Charge	CIPPS	FD00101		\$270	
7920 7920 525515	Arts Commission Service Charge	CIPRT	COP0001		\$269	
4240 4240 525515	Arts Commission Service Charge	CIPPS	PD00013		\$262	
4210 4210 525515	Arts Commission Service Charge	CIPST	EN00011		\$226	
2161 2221 525515	Arts Commission Service Charge	CIPWR	UT00272		\$206	
2400 2550 525515	Arts Commission Service Charge	CIPWW	UT00303		\$203	
7000 7050 525515	Arts Commission Service Charge	CIPST	PW00046		\$197	
7000 7050 525515	Arts Commission Service Charge	CIPST	PW00025		\$156	
3400 3800 525515	Arts Commission Service Charge	CIPOF	IT00008		\$149	
4240 4240 525515	Arts Commission Service Charge	CIPPS	FD00101		\$136	
3400 3800 525515	Arts Commission Service Charge	CIPOF	IT00009		\$117	
4220 4220 525515	Arts Commission Service Charge	CIPST	EN00214		\$117	
7010 7075 525515	Arts Commission Service Charge	CIPST	EN00395		\$109	
2400 2550 525515	Arts Commission Service Charge	CIPWW	UT00116		\$106	
4550 4550 525515	Arts Commission Service Charge	CIPST	EN00324		\$88	
3400 3800 525515	Arts Commission Service Charge	CIPOF	IT00032		\$80	
4210 4210 525515	Arts Commission Service Charge	CIPRT	CS00091		\$72	
4251 4251 525515	Arts Commission Service Charge	CIPPK	CS00091		\$63	
4210 4210 525515	Arts Commission Service Charge	CIPST	EN00271		\$60	
4240 4240 525515	Arts Commission Service Charge	CIPPK	CS00034		\$22	
7008 7058 525515	Arts Commission Service Charge	CIPST	ED00009		\$8	
1970 1970 525515	Arts Commission Service Charge	CIPOF	PW10300		\$7	
4550 4550 525515	Arts Commission Service Charge	CIPPK	CS00054		\$5	
7008 7058 525515	Arts Commission Service Charge	CIPOF	AT02014			\$8
4250 4250 525515	Arts Commission Service Charge	CIPOF	AT02014			\$329
4210 4210 525515	Arts Commission Service Charge	CIPOF	AT02014			\$358
4550 4550 525515	Arts Commission Service Charge	CIPOF	AT02014			\$400
1000 0310 525515	Arts Commission Service Charge	CIPOF	AT02014			\$1,240
7920 7920 525515	Arts Commission Service Charge	CIPOF	AT02014			\$1,616
7901 7901 525515	Arts Commission Service Charge	CIPOF	AT02014			\$1,935
2510 2630 525515	Arts Commission Service Charge	CIPOF	AT02014			\$2,434

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<u>Capital</u>			
2400 2550 525515	Arts Commission Service Charge CIPOF AT02014		\$2,873
4251 4251 525515	Arts Commission Service Charge CIPOF AT02014		\$4,307
7001 7051 525515	Arts Commission Service Charge CIPOF AT02014		\$4,813
2161 2221 525515	Arts Commission Service Charge CIPOF AT02014		\$9,352
7010 7075 525515	Arts Commission Service Charge CIPOF AT02014		\$14,560
2050 2140 525515	Arts Commission Service Charge CIPOF AT02014		\$17,422
4240 4240 525515	Arts Commission Service Charge CIPOF AT02014		\$18,985
7000 7050 525515	Arts Commission Service Charge CIPOF AT02014		\$21,674
4220 4220 525515	Arts Commission Service Charge CIPOF AT02014		\$35,394

Comment: 4th Quarter Arts Transfer.

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4504 - Non-Departmental - Gen Fund Capital Projects

4220	4220	543001	Street System	CIPST	PW13000	\$3,040,725	
4220	4220	543001	Street System	CIPST	EN00241	\$1,760,846	
4210	4210	542006	Other Equipment	CIPPK	CS00034	\$510,402	
4210	4210	543001	Street System	CIPST	EN00241	\$406,000	
4210	4210	543005	Park Improvements	CIPPK	CS00054	\$101,901	
4210	4210	543007	Technical Systems	CIPPK	CS00034	\$47,911	
4220	4220	525515	Arts Commission Service Charge	CIPST	PW13000	\$30,406	
4210	4210	544001		CIPPK	CS00034	\$19,419	
4220	4220	525515	Arts Commission Service Charge	CIPST	EN00241	\$15,682	
4220	4220	544002		CIPST	PW13000	\$5,021	
4210	4210	525515	Arts Commission Service Charge	CIPST	EN00241	\$4,060	
4220	4220	544001		CIPST	EN00241	\$3,766	
4210	4210	544001		CIPPK	CS00054	\$2,798	
4210	4210	544001		CIPST	EN00241	\$2,764	
4210	4210	543005	Park Improvements	CIPPK	CS00034	\$2,232	
4210	4210	525515	Arts Commission Service Charge	CIPPK	CS00054	\$1,019	
4210	4210	525515	Arts Commission Service Charge	CIPPK	CS00034	\$604	
4220	4220	544001		CIPST	PW13000	\$195	
4210	4210	544002		CIPPK	CS00054	\$169	
4220	4220	544002		CIPST	EN00241	\$146	
4210	4210	544002		CIPPK	CS00034	\$126	
4210	4210	544002		CIPST	EN00241	\$33	
4240	4240	544002		CIPST	EN00241		\$33
4550	4550	544001		CIPST	PW13000		\$50
4240	4240	544002		CIPPK	CS00034		\$126
7010	7075	544001		CIPST	PW13000		\$145
4240	4240	544002		CIPST	EN00241		\$146
4240	4240	544002		CIPPK	CS00054		\$169
4240	4240	525515	Arts Commission Service Charge	CIPPK	CS00034		\$604
4240	4240	525515	Arts Commission Service Charge	CIPPK	CS00054		\$1,019
4550	4550	544002		CIPST	PW13000		\$1,094
4240	4240	543005	Park Improvements	CIPPK	CS00034		\$2,232
4240	4240	544001		CIPST	EN00241		\$2,764
4240	4240	544001		CIPPK	CS00054		\$2,798
4240	4240	544001		CIPST	EN00241		\$3,766
7010	7075	544002		CIPST	PW13000		\$3,927
4240	4240	525515	Arts Commission Service Charge	CIPST	EN00241		\$4,060
4550	4550	525515	Arts Commission Service Charge	CIPST	PW13000		\$6,303
4240	4240	525515	Arts Commission Service Charge	CIPST	EN00241		\$15,682
4240	4240	544001		CIPPK	CS00034		\$19,419

Budget Amendment Schedule

Fiscal Year 2014 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

7010	7075	525515	Arts Commission Service Charge	CIPST	PW13000	\$24,103
4240	4240	543007	Technical Systems	CIPPK	CS00034	\$47,911
4240	4240	543005	Park Improvements	CIPPK	CS00054	\$101,901
4240	4240	543001	Street System	CIPST	EN00241	\$406,000
4240	4240	542006	Other Equipment	CIPPK	CS00034	\$510,402
4550	4550	543001	Street System	CIPST	PW13000	\$630,350
4240	4240	543001	Street System	CIPST	EN00241	\$1,760,846
7010	7075	543001	Street System	CIPST	PW13000	\$2,410,375

Comment: CIP - Budget amendments to facilitate the moving of FY 2014 capital expenditures from various funds to the 2007 and 2009 bond funds. The purpose of these transfers is to close out these two oldest bond funds using eligible expenditures in other funds.

#4509 - Non-Departmental - Gen Fund Capital Projects

4810	4810	544001		CIPST	EN00324	\$18,039
4810	4810	544002		CIPST	EN00324	\$2,310
4810	4810	525515	Arts Commission Service Charge	CIPST	EN00324	\$357
4550	4550	525515	Arts Commission Service Charge	CIPST	EN00324	\$357
4550	4550	544002		CIPST	EN00324	\$2,310
4550	4550	544001		CIPST	EN00324	\$18,039

Comment: This transfer will reclassify expenditures for the Westgreen Estates #9 Soundwall against ADOT cost sharing agreement.

Subtotal for Capital Amendments: \$10,922,776 \$10,922,776

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4468 - Non-Departmental - Proposed Grants

7545	7795	530019	Operational Supplies	\$5,780	
7990	7990	570000	Contingencies		\$5,780

Comment: Carryover - Police Department includes approved items in FY 2014 but are not yet completed. Homeland Security Grant.

#4473 - Fire - Homeland Security Grant - MMRS

7670	7870	510000	Salaries and Wages - Regular	\$436,710	
7670	7870	510200	Wages - Overtime	\$17,905	
7670	7870	524007	Equipment - Repairs and Maintenance	\$14,101	
7670	7870	542502	Trucks	\$13,707	
7670	7870	530003	Computer Hardware and Supplies	\$10,432	
7670	7870	530019	Operational Supplies	\$8,377	
7670	7870	525008	Maintenance Contract - Computer Software	\$4,200	
7670	7870	520020	CAD Dispatch Services	\$3,172	
7670	7870	523510	Telephone Service -Local	\$739	
7990	7990	570000	Contingencies		\$509,343

Comment: Carryover - Fire Department includes approved items in FY 2014 but are not yet completed. For TLO, CBRNE and SAFER Grants.

#4479 - Human Resources - Human Resources

1000	0080	520505	In-House Employee Training	\$30,649	
1000	0070	540500	Buildings	\$19,000	
1000	0080	510900	Salary Adjustments	\$16,560	
1000	0300	570000	Contingencies		\$66,209

Comment: Carryover - Human Resources includes approved items in FY 2014 not yet completed. Education Reimbursement program \$16,560, Learning Mgmt System \$30,649, and Office Remodel - Facilities project \$19,000.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4480 - Police - Police Administration

1000	1020	542001	Electronic Equipment	\$208,400	
7515	7765	510200	Wages - Overtime	\$83,728	
7350	7500	530021	Computer Software	\$68,000	
1000	1030	520099	Other Professional Services	\$50,000	
7350	7500	520511	Local Training/Meeting	\$30,000	
7430	7590	510200	Wages - Overtime	\$28,671	
7350	7500	532502	Weapons and Accessories	\$17,543	
7545	7795	530019	Operational Supplies	\$12,355	
7507	7757	510200	Wages - Overtime	\$8,994	
7515	7765	542501	Automobiles	\$6,848	
7507	7757	530001	Office Supplies	\$6,814	
7507	7757	530028	Dog License Supplies	\$6,414	
7350	7500	530031	Volunteer Program Supplies	\$6,308	
7350	7500	530010	Wearing Apparel - Safety	\$4,500	
7507	7757	520510	Overnight Travel and Training	\$3,280	
7350	7500	520511	Local Training/Meeting	\$3,006	
7350	7500	530023	Safety Equipment	\$2,490	
7350	7500	520017	Veterinary Services	\$2,413	
7350	7500	532501	Firearm Training Supplies	\$2,400	
7507	7757	530021	Computer Software	\$1,000	
7350	7500	530021	Computer Software	\$889	
7350	7500	530003	Computer Hardware and Supplies	\$645	
7515	7765	542006	Other Equipment	\$544	
7545	7795	542006	Other Equipment	\$538	
7515	7765	530019	Operational Supplies	\$45	
1000	0300	570000	Contingencies		\$258,400
7990	7990	570000	Contingencies		\$297,425

Comment: Carryover - Police Dept includes approved items in FY 2014 not yet completed. ADOT Grant \$50,000, E-Citation Project \$208,400, GOHS Grant \$91,165, US Postal Inspection Grant \$28,671, and State Anti Racketeering \$138,194, DOJ Assistance Grant \$26,502, Homeland Security Grant \$12,893.

#4481 - City Attorney - Risk Management

3200	3610	520099	Other Professional Services	\$13,090	
			A1402		
3200	3610	570000	Contingencies		\$13,090

Comment: Carryover - Risk Management Division includes approved items in FY 2014 not yet completed. Risk Management System Upgrade \$13,090.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4482 - Non-Departmental - Non-Departmental

1000	0300	520099	Other Professional Services	\$32,050	
1000	0300	522044	Ironwood / At Large Project	\$30,000	
1000	0300	522045	Palo Verde / At Large Project	\$30,000	
1000	0300	522046	Pine / At Large Project	\$30,000	
1000	0300	542006	Other Equipment	\$27,958	
1000	0300	522099	Miscellaneous Community Promotions	\$7,245	
1000	0300	522047	Willow / At Large Project	\$5,722	
1000	0300	522042	Mesquite / At Large Project	\$2,180	
1000	0300	522041	Mayor / At Large Project	\$406	
1000	0300	522043	Acacia / At Large Project	\$88	
1000	0300	570000	Contingencies		\$165,649

Comment: Carryover - Non-departmental includes approved items in FY 2014 but are not yet completed. Copier replacements \$27,958, Timekeeping Study \$32,050, Community Promotions \$7,245 and Council District Funds \$98,396.

#4483 - Community Services - Percent For The Arts

1111	0120	541003	Improvements Other Than Land and Buildings	\$20,000	
1111	0120	530034	Art Work - Non-Capital	\$14,900	
7850	7890	520099	Other Professional Services	\$3,198	
1000	0300	570000	Contingencies		\$38,098

Comment: Carryover - Community Services Departments grants includes approved items in FY 2014 not yet completed. Large-scale arts projects \$20,000; Small Art \$14,900; Prop. 302 Grant Fund \$3,198.

#4486 - Finance - Sales Tax & Audit

1000	0300	570000	Contingencies	\$12,270	
1000	0420	520099	Other Professional Services		\$12,270

Comment: This transfer will return a portion of the \$18,000 carried over by Tax Audit & Collections Division for sales tax system modifications to reflect actual FY 2014 expenditures.

#4489 - Finance Utilities - Revenue Administration

1000	0300	570000	Contingencies	\$75,629	
1000	0460	530021	Computer Software	\$5,000	08386
1000	0460	520504	Applicant Travel	\$2,641	08386
1000	0460	520099	Other Professional Services		\$83,270

Comment: This is to adjust a Revenue Administration Division carryover for Northstar (0460-01) to reflect FY 2014 actual expenditures, which will return appropriation to fund balance.

#4490 - Fire - Emergency Medical Services

1000	1230	524007	Equipment - Repairs and Maintenance	\$17,820	
1000	1230	530011	Medical Supplies	\$15,554	
1000	0300	570000	Contingencies		\$33,374

Comment: Carryover - Fire Department includes approved items in FY 2014 not yet completed. Cardiac monitor cables/sensors \$15,554; Cardiac monitor warranties \$17,820.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4492 - Police - Police Administration

7990	7990	570000	Contingencies	\$12,335	
7350	7500	530003	Computer Hardware and Supplies		\$163
7350	7500	532502	Weapons and Accessories		\$12,172

Comment: Carryover - Police Department. This is an adjustment to reduce the previous carryover due to additional expenditures for the grant recorded in FY 2014.

#4493 - Information Technology - IT Operations

3400	3820	530003	Computer Hardware and Supplies	\$121,518	
3500	3850	543007	Technical Systems	\$113,451	
3500	3850	542007	Computer Software	\$52,000	
3500	3850	542008	Computer Purchases	\$11,500	
3500	3850	530021	Computer Software	\$8,880	
3300	3750	525008	Maintenance Contract - Computer Software	\$1,447	
3300	3750	525008	Maintenance Contract - Computer Software	\$800	
3400	3820	570000	Contingencies		\$121,518
1000	0300	570000	Contingencies		\$188,078

Comment: Carryover - Information Technology Department includes approved items in FY 2014 not yet completed. PC Replacements \$121,518; Oracle Maintenance \$1,447; Accela Citizens Access \$26,620; Electronic Plan Review \$20,427; Pavement Mgmt \$64,300; Risk Mgmt Upgrade \$8,880; Legal E-Discovery \$16,264; Disaster Recovery Planning \$50,140.

#4502 - Economic Development Services - Section 108 HUD Program

7111	7161	522070			\$138,000
7990	7990	570000	Contingencies		\$138,000

Comment: Carryover - Community Development - FY 2014 unspent funding from the Section 108 loan the city received from the U.S. Department of Housing and Urban Development for jobs created through development agreement with Maxwell Technologies.

#4503 - Community Services - Community Services Administration

1000	1560	530014	Landscape Supplies	\$12,000	
1000	0300	570000	Contingencies		\$12,000

Comment: Carryover - Community Services Dept includes approved items in FY 2014 but are not yet completed. Water/Irrigation System Management

#4506 - City Manager - City Manager's Office

1000	0020	522099	Miscellaneous Community Promotions	\$9,200	
7990	7990	570000	Contingencies		\$9,200

Comment: Carryover - City Manager's Office includes approved items in FY 2014 but are not yet completed. Sister Cities program.

#4507 - City Manager - Intergovernmental Affairs

1000	0025	520099	Other Professional Services	\$15,000	
7990	7990	570000	Contingencies		\$15,000

Comment: Carryover - Governmental Affairs & Council Office includes approved funding in FY2014 not yet completed. Will be used for consulting services.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4508 - Planning and Sustainability - Community Dev Administration

7990	7990	570000	Contingencies	\$295,874	
1000	0570	522099	Miscellaneous Community Promotions	\$1,278	
1000	0570	522006	City Participation - Outside Programs		\$3,166
7100	7150	522006	City Participation - Outside Programs		\$77,926
7110	7160	524015	Repairs to Non-City Property		\$216,060

Comment: Carryover - Planning and Community Development Department - includes decrease in carryovers previously approved in FY2015 budget process as some funding was spent. Home Grant (\$77,926), Comm Dev Block Grant (\$216,060), Neighborhood Coordination (\$1,888).

#4516 - Public Works - Fleet Reserve

3100	3500	542502	Trucks	\$35,000	
3100	3500	570000	Contingencies		\$35,000

Comment: Carryover \$35K for brush truck (#1865) purchased in late FY 2014. This money is for the aluminum truck bed and compartments, refurbishing the existing fire pump skid unit, graphics, warning lights and siren, front bumper winch, etc.

#4518 - Non-Departmental - Non-Departmental

1000	0650	520099	Other Professional Services	\$118,795	
1000	0810	520099	Other Professional Services	\$107,750	
1000	0352	520099	Other Professional Services	\$72,231	
1000	0352	522099	Miscellaneous Community Promotions	\$65,000	
1000	0352	520510	Overnight Travel and Training	\$7,700	
1000	0300	570000	Contingencies		\$371,476

Comment: Carryover - Economic Development Services Department includes approved items in FY 2014 but are not yet completed. Self-Certification (\$66,795), Other Professional Services, Travel and Training and Community Promotions (\$144,931), Over the Counter and Engineering Counter Tech (\$107,750).

#4521 - Non-Departmental - Non-Departmental

7111	7161	522070		\$138,000	
1900	1900	520099	Other Professional Services	\$76,204	
1000	0300	570000	Contingencies		\$76,204
7990	7990	570000	Contingencies		\$138,000

Comment: Carryover - Economic Development Services Department includes approved items in FY 2014 but are not yet completed. Vistancia Commercial Core Project.

Subtotal for Carryover - Operating Amendments: \$2,896,871 \$2,896,871

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4458 - Non-Departmental - Proposed GO Bonds

4251	4251	543005	Park Improvements	CIPPK	CS00091	\$131,060	
4251	4251	570000	Contingencies				\$30,000
4250	4250	570000	Contingencies				\$101,060

Comment: Carryover CIP authorization for the the Skunk Creek Trail Head @ 83rd Avenue.

#4466 - Non-Departmental - Gen Fund Capital Projects

7010	7075	543001	Street System	CIPST	EN00241	\$2,179,981	
4550	4550	543005	Park Improvements	CIPPK	CS00054	\$985,680	
7001	7051	543001	Street System	CIPST	EN00177	\$904,604	
7901	7901	543005	Park Improvements	CIPPK	CS00054	\$361,705	
4810	4810	543001	Street System	CIPST	EN00241	\$289,545	
4240	4240	543001	Street System	CIPST	EN00241	\$238,783	
2400	2550	520099	Other Professional Services	CIPWW	UT00322	\$57,559	
2050	2140	542006	Other Equipment	CIPWR	UT00314	\$32,873	
2050	2140	543002	Water System	CIPWR	UT00309	\$21,794	
2400	2550	520099	Other Professional Services	CIPWW	UT00323	\$15,608	
4810	4810	543001	Street System	CIPST	EN00177	\$14,630	
4240	4240	543005	Park Improvements	CIPRT	CS00146	\$14,573	
2050	2140	520099	Other Professional Services	CIPWR	UT00309	\$9,771	
2400	2550	543003	Wastewater System	CIPWW	UT00303	\$3,639	
2400	2550	520099	Other Professional Services	CIPWW	UT00309	\$3,217	
4240	4240	520099	Other Professional Services	CIPOF	PD00018	\$2,330	
4240	4240	570000	Contingencies				\$25,000
4810	4810	570000	Contingencies				\$200,000
7001	7051	570000	Contingencies				\$300,000
2400	2480	570000	Contingencies				\$1,000,000
4550	4550	570000	Contingencies				\$1,000,000
7010	7075	570000	Contingencies				\$1,000,000
2050	2050	570000	Contingencies				\$1,611,291

Comment: Carryover - includes General Fund CIP projects approved in FY 2014 but are not yet completed.

#4467 - Non-Departmental - Gen Fund Capital Projects

4550	4550	543001	Street System	CIPST	EN00241	\$193,426	
2001	2021	540500	Buildings	CIPPK	CS00022	\$67,337	
1000	0310	543005	Park Improvements	CIPPK	COP0001	\$53,170	
4240	4240	543005	Park Improvements	CIPPK	CS00034	\$2,092	
1000	0310	522006	City Participation - Outside Programs	CIPOF	COP0001	\$1,348	
1000	0300	570000	Contingencies				\$317,373

Comment: Carryover - includes General Fund CIP projects approved in FY 2014 but are not yet completed.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4471 - Non-Departmental - Gen Fund Capital Projects

4220	4220	543001	Street System	CIPST	EN00214	\$2,007	
4220	4220	570000	Contingencies				\$2,007

Comment: Carryover CIP Project includes approved items in FY 2014 but are not yet completed. For Grand Av Landscaping; L101 - 71st Ave.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4472 - Non-Departmental - Gen Fund Capital Projects

2050	2050	570000	Contingencies		\$2,659,334
7010	7075	570000	Contingencies		\$1,592,935
1000	0300	570000	Contingencies		\$923,835
2400	2480	570000	Contingencies		\$384,832
7000	7000	570000	Contingencies		\$337,551
4240	4240	570000	Contingencies		\$298,956
4220	4220	570000	Contingencies		\$294,748
4810	4810	570000	Contingencies		\$230,025
4210	4210	570000	Contingencies		\$40,707
7008	7058	570000	Contingencies		\$865
4251	4251	570000	Contingencies		\$135
4810	4810	543001	Street System	CIPTC EN00170	\$1
4240	4240	543004	Storm Drain System	CIPDR EN00137	\$25
2161	2221	520099	Other Professional Services	CIPWR UT00117	\$118
4251	4251	520099	Other Professional Services	CIPRT CS00089	\$135
7010	7075	520099	Other Professional Services	CIPST EN00250	\$627
7008	7058	543001	Street System	CIPST ED00009	\$865
7010	7075	520099	Other Professional Services	CIPST EN00422	\$2,795
1000	0310	520099	Other Professional Services	CIPOF PW00305	\$4,425
2400	2550	543003	Wastewater System	CIPWW UT00313	\$5,983
4210	4210	543005	Park Improvements	CIPRT CS00091	\$7,295
7010	7075	543001	Street System	CIPST EN00395	\$12,620
7000	7050	543001	Street System	CIPST PW00025	\$15,640
7000	7050	543001	Street System	CIPST PW00046	\$19,730
4240	4240	543007	Technical Systems	CIPPS PD00013	\$26,252
7010	7075	520099	Other Professional Services	CIPST EN00252	\$30,550
7010	7075	543007	Technical Systems	CIPTC EN00430	\$31,875
4210	4210	543001	Street System	CIPST EN00011	\$33,412
7010	7075	543001	Street System	CIPST EN00459	\$33,705
4810	4810	543001	Street System	CIPST EN00214	\$37,789
7000	7050	543001	Street System	CIPST PW00992	\$52,000
7010	7075	543001	Street System	CIPTC EN00348	\$53,998
2400	2550	520099	Other Professional Services	CIPWW UT00321	\$65,164
2400	2550	520099	Other Professional Services	CIPWW UT00271	\$68,977
2050	2140	543002	Water System	CIPWR UT00330	\$79,663
4810	4810	543001	Street System	CIPST EN00324	\$83,624
2050	2140	543002	Water System	CIPWR UT00313	\$91,906
2400	2550	543003	Wastewater System	CIPWW UT00116	\$97,805
4232	4232	543007	Technical Systems	CIPPK CS00022	\$106,000
4810	4810	540500	Buildings	CIPPK CS00022	\$108,611

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
<u>Carryover - Capital</u>						
7000	7050	543001	Street System	CIPST PW01001		\$110,000
7010	7075	543001	Street System	CIPTC PW00133		\$117,317
7920	7920	543005	Park Improvements	CIPRT CS00091		\$134,744
1000	0310	520099	Other Professional Services	CIPOF ED00002		\$135,002
7000	7050	543001	Street System	CIPST PW00027		\$140,182
2400	2550	542006	Other Equipment	CIPWW UT00266		\$146,905
2050	2140	520099	Other Professional Services	CIPWR UT00271		\$197,925
7010	7075	543001	Street System	CIPST EN00422		\$211,872
7010	7075	543001	Street System	CIPTC EN00170		\$233,653
2050	2140	543002	Water System	CIPWR EN00177		\$235,763
7010	7075	543001	Street System	CIPST ED00009		\$235,764
4240	4240	543005	Park Improvements	CIPRT CS00125		\$272,679
2161	2221	543002	Water System	CIPWR UT00117		\$274,610
2050	2140	542006	Other Equipment	CIPWR UT00266		\$288,791
4220	4220	543001	Street System	CIPST EN00241		\$294,748
2161	2221	543002	Water System	CIPWR UT00170		\$364,603
2050	2140	543002	Water System	CIPWR UT00143		\$433,794
7906	7906	543005	Park Improvements	CIPPK CS00054		\$543,664
7010	7075	543001	Street System	CIPST EN00177		\$628,159
2050	2140	543002	Water System	CIPWR UT00272		\$692,161

Comment: Carryover - reversal for cases where expenditures exceeded estimated projections on CIP projects.

#4491 - Non-Departmental - Gen Fund Capital Projects

2001	2021	540500	Buildings	CIPPK CS00022	\$1,620,795	
4232	4232	540500	Buildings	CIPPK CS00022	\$1,592,739	
1000	0300	570000	Contingencies			\$3,213,534

Comment: Carryover - CIP includes approved items in FY 2014 but are not yet completed. Sports Complex Improvements.

#4494 - Non-Departmental - Gen Fund Capital Projects

2000	2000	524004	Grounds/Detention - Repairs and Maintenance	CIPPK CS00160	\$85,000	
1000	0310	543005	Park Improvements	CIPPK COP0001	\$84,700	
7920	7920	520099	Other Professional Services	CIPRT CS00067	\$1,133	
7904	7904	520099	Other Professional Services	CIPRT CS00067	\$882	
7904	7904	570000	Contingencies			\$2,015
2010	2040	570000	Contingencies			\$50,000
1000	0300	570000	Contingencies			\$119,700

Comment: Carryover - Community Services CIP Projects includes approved items in FY 2014 not yet completed.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4495 - Non-Departmental - Gen Fund Capital Projects

7010	7075	540000	Land	CIPST	EN00422	\$400,000	
7000	7050	543001	Street System	CIPST	COP0001	\$341,292	
7010	7075	543001	Street System	CIPST	EN00243	\$273,514	
7010	7075	540000	Land	CIPST	EN00088	\$260,000	
4210	4210	540000	Land	CIPRT	CS00156	\$250,000	
7010	7075	540000	Land	CIPST	EN00395	\$150,000	
4240	4240	543005	Park Improvements	CIPPK	CS00054	\$139,354	
7010	7075	540000	Land	CIPST	PW00109	\$118,025	
4210	4210	543005	Park Improvements	CIPRT	CS00156	\$100,000	
7010	7075	543001	Street System	CIPTC	EN00225	\$83,123	
4250	4250	540000	Land	CIPRT	EN00371	\$80,129	
7010	7075	543001	Street System	CIPST	PW11190	\$77,500	
4550	4550	543001	Street System	CIPST	EN00313	\$75,000	
4251	4251	543005	Park Improvements	CIPPK	CS00091	\$67,545	
4550	4550	543001	Street System	CIPST	EN00324	\$58,712	
1000	0310	543004	Storm Drain System	CIPDR	COP0001	\$50,446	
7010	7075	540000	Land	CIPST	EN00081	\$37,600	
7010	7075	540000	Land	CIPST	EN00459	\$30,000	
7930	7930	540500	Buildings	CIPPS	PD00021	\$22,270	
2400	2550	543003	Wastewater System	CIPWW	UT00309	\$16,775	
7010	7075	543001	Street System	CIPST	EN00089	\$13,679	
4550	4550	543005	Park Improvements	CIPPK	CS00054	\$12,565	
4550	4550	543001	Street System	CIPST	EN00089	\$10,668	
2050	2140	543002	Water System	CIPWR	UT00303	\$4,329	
4210	4210	523014	Settlement Claims	CIPST	EN00011	\$2,962	
2400	2550	543003	Wastewater System	CIPWW	UT00303	\$2,341	
7920	7920	543005	Park Improvements	CIPRT	COP0001	\$1,590	
7901	7901	543005	Park Improvements	CIPPK	CS00054	\$100	
2400	2550	520099	Other Professional Services	CIPWW	UT00309	\$40	
4251	4251	570000	Contingencies				\$135
2050	2050	570000	Contingencies				\$4,329
2400	2480	570000	Contingencies				\$19,156
4250	4250	570000	Contingencies				\$80,129
4210	4210	570000	Contingencies				\$90,700
4240	4240	570000	Contingencies				\$139,354
7000	7000	570000	Contingencies				\$341,292
1000	0300	570000	Contingencies				\$561,023
7010	7075	570000	Contingencies				\$1,443,441

Comment: Carryover - Engineering CIP Projects includes approved items in FY 2014 not yet completed.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4498 - Non-Departmental - Gen Fund Capital Projects

4240	4240	543007	Technical Systems	CIPPS PD00013	\$50,000	
3400	3800	543007	Technical Systems	CIPOF IT00021	\$26,085	
2400	2550	543007	Technical Systems	CIPOF MS00002	\$4,505	
2050	2140	543007	Technical Systems	CIPOF MS00002	\$4,009	
1000	0310	543007	Technical Systems	CIPOF MS00002	\$3,969	
4240	4240	520504	Applicant Travel	CIPPS PD00013	\$3,000	
3400	3820	570000	Contingencies			\$3,000
2050	2050	570000	Contingencies			\$4,009
2400	2480	570000	Contingencies			\$4,505
1000	0300	570000	Contingencies			\$27,054
4240	4240	570000	Contingencies			\$53,000

Comment: Carryover - Information Technology CIP Projects includes approved items in FY 2014 not yet completed.

#4499 - Non-Departmental - Gen Fund Capital Projects

1000	0310	522006	City Participation - Outside Programs	CIPOT COP0001	\$38,646	
1000	0300	570000	Contingencies			\$38,646

Comment: Carryover - Police Department CIP Projects includes approved items in FY 2014 not yet completed.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4500 - Non-Departmental - Gen Fund Capital Projects

7000	7050	543001	Street System	CIPST	PW00138	\$607,195	
2050	2140	543002	Water System	CIPWR	UT00335	\$384,309	
2050	2140	543002	Water System	CIPWR	UT00203	\$110,777	
2400	2550	520099	Other Professional Services	CIPWW	UT00256	\$103,793	
7000	7050	543001	Street System	CIPST	PW11160	\$66,232	
2050	2140	543002	Water System	CIPWR	UT00206	\$62,823	
1000	0310	540500	Buildings	CIPOF	PW00350	\$60,000	
2050	2140	520099	Other Professional Services	CIPWR	UT00256	\$53,062	
4550	4550	543001	Street System	CIPST	PW13000	\$48,719	
1000	0310	540500	Buildings	CIPOF	PW11150	\$30,000	
2161	2221	543002	Water System	CIPWR	UT00037	\$23,000	
2050	2140	542006	Other Equipment	CIPWR	UT00316	\$21,037	
4250	4250	543001	Street System	CIPST	PW00993	\$13,023	
2400	2550	520099	Other Professional Services	CIPWW	UT00322	\$8,975	
2050	2140	543002	Water System	CIPWR	UT00302	\$7,880	
2400	2550	520099	Other Professional Services	CIPWW	UT00323	\$7,870	
2400	2550	542006	Other Equipment	CIPWW	UT00314	\$7,589	
2400	2550	543003	Wastewater System	CIPWW	UT00307	\$5,851	
2050	2140	520099	Other Professional Services	CIPWR	UT00323	\$370	
7000	7050	543001	Street System	CIPST	PW00993	\$226	
2400	2550	543003	Wastewater System	CIPWW	UT00191	\$144	
4250	4250	570000	Contingencies				\$13,023
2400	2480	570000	Contingencies				\$134,222
1000	0300	570000	Contingencies				\$161,719
2050	2050	570000	Contingencies				\$640,258
7000	7000	570000	Contingencies				\$673,653

Comment: Carryover - Public Works Department CIP Projects includes approved items in FY 2014 not yet completed.

#4511 - Non-Departmental - Gen Fund Capital Projects

1000	0310	530023	Safety Equipment	CIPPS	FD00100	\$1,336	
4240	4240	542006	Other Equipment	CIPPS	FD00101	\$348	
4250	4250	540500	Buildings	CIPPS	FD00101	\$140	
4240	4240	540500	Buildings	CIPPS	FD00101	\$98	
1000	0300	570000	Contingencies				\$1,922

Comment: Carryover - Fire Department includes approved CIP projects in FY 2014 but are not yet completed.

#4512 - Non-Departmental - Gen Fund Capital Projects

2400	2550	542006	Other Equipment	CIPWW	UT00326	\$5,603	
2400	2480	570000	Contingencies				\$5,603

Comment: Carryover - Finance Department includes CIP projects approved in FY 2014 but are not yet completed.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
------------------------------------	---	-------	--------

Carryover - Capital

#4525 - Non-Departmental - Gen Fund Capital Projects

1000	0300	570000	Contingencies		\$465,577
2050	2140	543002	Water System	CIPWR UT00203	\$11,518
3400	3800	543007	Technical Systems	CIPOF IT00011	\$7,074
4550	4550	543001	Street System	CIPST EN00313	\$50,000
7010	7075	543001	Street System	CIPST EN00177	\$434,169

Comment: CIP carryover adjustments to reduce appropriation for budgeted carryovers that exceed available funds for CIP projects.

Subtotal for Carryover - Capital Amendments: \$20,660,245 \$20,660,245

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20C

Date Prepared: September 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Julie Ayers, Human Resources Director
SUBJECT: Budget Appropriation for the Self-Insured Workers' Compensation Fund

Purpose:

This is a request for the City Council to approve a transfer of budget appropriation from the Insurance Reserve Fund contingency account to the Self-Insured Workers' Compensation Fund providing authority to record additional claim expenditures that were not anticipated when the original FY 2014 budget was developed.

Background/Summary:

The City of Peoria provides a workers' compensation program to provide for employee work related injury and illness claims. The City self-insures its workers' compensation program including establishing appropriate reserves to address claim costs. The workers' compensation program covers the cost of medical claims for the injured worker as well as lost wages.

Since FY 2010, the Self-Insurance Worker's Compensation Fund has been used to provide for covered claims. The Fund receives annual contributions from other city operating funds based on an actuarial analysis of expected claims activity. In addition, per the Workers' Compensation Trust Fund Reserve Policy, a fund balance reserve amount of \$1,900,000 is designated in the Insurance Reserve Fund to address unanticipated future claims costs.

The Governmental Accounting Standards Board (GASB) establishes specific technical accounting rules. GASB Statement #10, "*Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*", specifically addresses the proper accounting related to recording liabilities and expenditures for insurance related activities. The GASB Statement requires that governmental entities record an expenditure and liability for a claim at the time it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. GASB Statement #10 considers incurred but not reported (IBNR) claims as incurred claims for which a liability is to be recorded. IBNR is defined under GASB 10 to include:

- (a) known loss events that are expected to later be presented as claims,*
- (b) unknown loss events that are expected to become claims, and*
- (c) expected future development on claims already reported*

In accordance with GASB Statement #10, at the end of each fiscal year the City's Insurance broker works with an actuary to provide the City with a loss forecast report that includes an estimated amount of IBNR claims and appropriate claim reserves for the City's self-insured workers' compensation program. The loss forecast report amounts are determined by analyzing the historical cost of actual claims, reviewing current known claims, and projecting future claims expenditures.

Once the loss forecast analysis and estimates are complete, in accordance with GASB Statement #10, the City records the appropriate amount in the year-end financial statements. Based on the loss forecast analysis for FY 2014, the total liability amount should be \$1,849,744. In order to increase the liability to the appropriate amount, the claims expenditures in the Self-Insured Worker's Compensation Fund will exceed the FY 2014 budget by \$133,220. Therefore, a budget appropriation of \$133,220 is required in the Self-Insured Worker's Compensation Fund for FY 2014.

Options:

A: That the City Council approve a FY 2014 budget amendment of \$133,220 to cover the required year end accounting entries required to properly record claim expenditures and liabilities.

B. That the City Council not approve a FY 2014 budget amendment of \$133,220 to cover the required year end accounting entries required to properly record claim expenditures and liabilities.

Staff's Recommendation:

That the City Council approve a FY2014 budget amendment increasing the appropriation in the City's Self Insured Workers' Compensation Fund by \$133,220. The budget transfer will be made from the Insurance Reserve contingency account 3200-3610-570000 to Self-Insured Workers' Compensation account 3210-3620-523018.

Fiscal Analysis:

The Self-Insured Workers' Compensation fund year-end liability to be recorded is \$1,849,744. This amount is \$471,312 higher than the existing liability recorded in the fund's financial statements. In order to record the full liability amount, an additional \$133,220 budget appropriation is required. The funds are available in the reserves of the Self-Insured Workers' Compensation fund.

Exhibit(s): n/a

Contact Name and Number: Brent Mattingly, CFO, ext 7134
Julie Ayers, Human Resources Director, ext 7580

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 21C

Date Prepared: August 28, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: William Mattingly, Public Works – Utilities Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Commercial Collection Division Fiscal Year 2014 Budget Adjustment

Purpose:

Discussion and possible action to approve a budget adjustment for Commercial Solid Waste Collection in an amount not to exceed \$36,000 for additional budget expenditures related to additional landfill fee costs that were incurred at the end of Fiscal Year 2014.

Background/Summary:

A budget adjustment is needed to cover unanticipated costs that occurred during June related to landfill fees. Commercial sanitation staff collected 1,700 more tons than were anticipated for the year (an 8% increase). Despite some savings in salary costs and other areas, additional appropriation of \$36,000 is necessary.

Previous Actions:

On May 20, 2014 City Council approved a budget adjustment for \$65,000 based on anticipated expenses that would occur before the end of the fiscal year for both landfill and fleet services.

Options:

A: The Mayor and Council could approve a budget appropriation adjustment of \$36,000 from the Commercial Solid Waste Fund Commercial Collection division contingency to cover the expenditures that exceed appropriation for FY 2014.

B: The Mayor and Council could decline to approve a budget appropriation adjustment of \$36,000 from the Commercial Solid Waste Fund Commercial Collection division contingency. This would mean the Commercial Collection Division will exceed its budget authority for FY 2014.

Staff's Recommendation:

Staff recommends the approval of a budget appropriation adjustment of \$36,000 from the Commercial Solid Waste Fund Commercial Collection Division contingency (2590-2720-570000) to Commercial Solid Waste Fund Commercial collection Division Landfill Services account (2590-2720-523501).

Fiscal Analysis:

Recently approved agreements for landfill disposal are expected to reduce costs over the next year. Additionally, the budget for landfill services was increased for Fiscal Year 2015 to cover anticipated costs. Upon approval prepare a Fiscal Year 2014 budget adjustment of \$36,000 from Commercial Solid Waste Fund Commercial Collection division contingency (2590-2720-570000) to Commercial Solid Waste Fund Commercial Collection Division Landfill Services account (2590-2720-523501).

Contact Name and Number: William Mattingly, Public Works – Utilities Director, 623-773-5151

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 22C

Date Prepared: August 28, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering 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 deeded lands, roadway dedications and various types of easements. All conveyance 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: Kris Luna, Sr Real Property Administrator, (623) 773-7199

RESOLUTION NO. 2014-130

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.

P83 Improvements
Arrowhead Fountains Center Property
Owners Association
SPECIAL WARRANTY DEED
Maricopa County Recording No. 20140419192

South side of Bell Road
West of 83rd Avenue

103rd Avenue, Northern to Olive Imp.
City of Glendale
SPECIAL WARRANTY DEED
Maricopa County Recording No. 20140432311

West side of 103rd Avenue
between Northern and Olive

Resolution No. 2014-130
Acceptance of Deeds and Easements
September 16, 2014
Page: 2

New River Trail – Northern to Olive
Salt River Project
NON-EXCLUSIVE RECREATION EASEMENT
Maricopa County Recording No. 20140445514

North of Northern Avenue
West of 99th Avenue

Vistancia Village A Parcel G1 – Lift Station
Vistancia South, LLC.
SPECIAL WARRANTY DEED
Maricopa County Recording No. 20140462131

30607 N 137th Avenue
APN 503-80-982

Vistancia Parcel A21/A22
Vistancia 150, LLC.
EASEMENT FOR PUBLIC SEWER LINE
Maricopa County Recording No. 2014-0484981
Project R130058 Deed 14-006
Re-recorded to correct legal description
Original acceptance on 3/4/14

Vistancia Blvd & Sunrise Point

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. 2014-130
Acceptance of Deeds and Easements
September 16, 2014
Page: 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 16th day of September 2014.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 23C

Date Prepared: August 28, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Andy Granger, P.E., Engineering 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 deeds and easements have 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 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: Kris Luna, Sr Real Property Administrator, (623) 773-7199

RESOLUTION NO. 2014-126

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. 2014-126
Authorizing Establishment of Public Streets
September 16, 2014
Page 2

103rd Avenue, Northern to Olive Imp.
City of Glendale
Minor Arterial
SPECIAL WARRANTY DEED
Maricopa County Recording No. 20140432311

West side of 103rd Avenue
between Northern and Olive

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.

Resolution No. 2014-126
Authorizing Establishment of Public Streets
September 16, 2014
Page 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Peoria, Arizona this 16th day of September 2014.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 24C

Date Prepared: September 2, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

**SUBJECT: Master Final Plat, Trilogy West Phase 1, Vistancia Blvd and Lone Mountain Rd
(Project No. R130049)**

Purpose:

This is a request for City Council to approve a Master Final Plat of Trilogy West Phase 1, located on Vistancia Blvd and Lone Mountain Road, and authorize the Mayor and City Clerk to sign and record the Master Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Master 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 Master 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 Master Final Plat.
4. In the event that the Master Final Plat is not recorded within 60 days of Council approval, the Master 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 Master Final Plat is to dedicate the necessary private roadways and establish the overall parcel boundaries for a residential development. As each parcel is ready to

be developed, it will need to be replatted to establish the individual lots and local roadways. This development is within the City's water\sewer service area.

Previous Actions:

There have been no previous actions.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Master Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577



DATE

NO. REVISION

NO.

MASTER FINAL PLAT

TRILogy WEST PHASE 1

Coe & Van Loo Consultants, Inc.

SHEET 4 OF 8

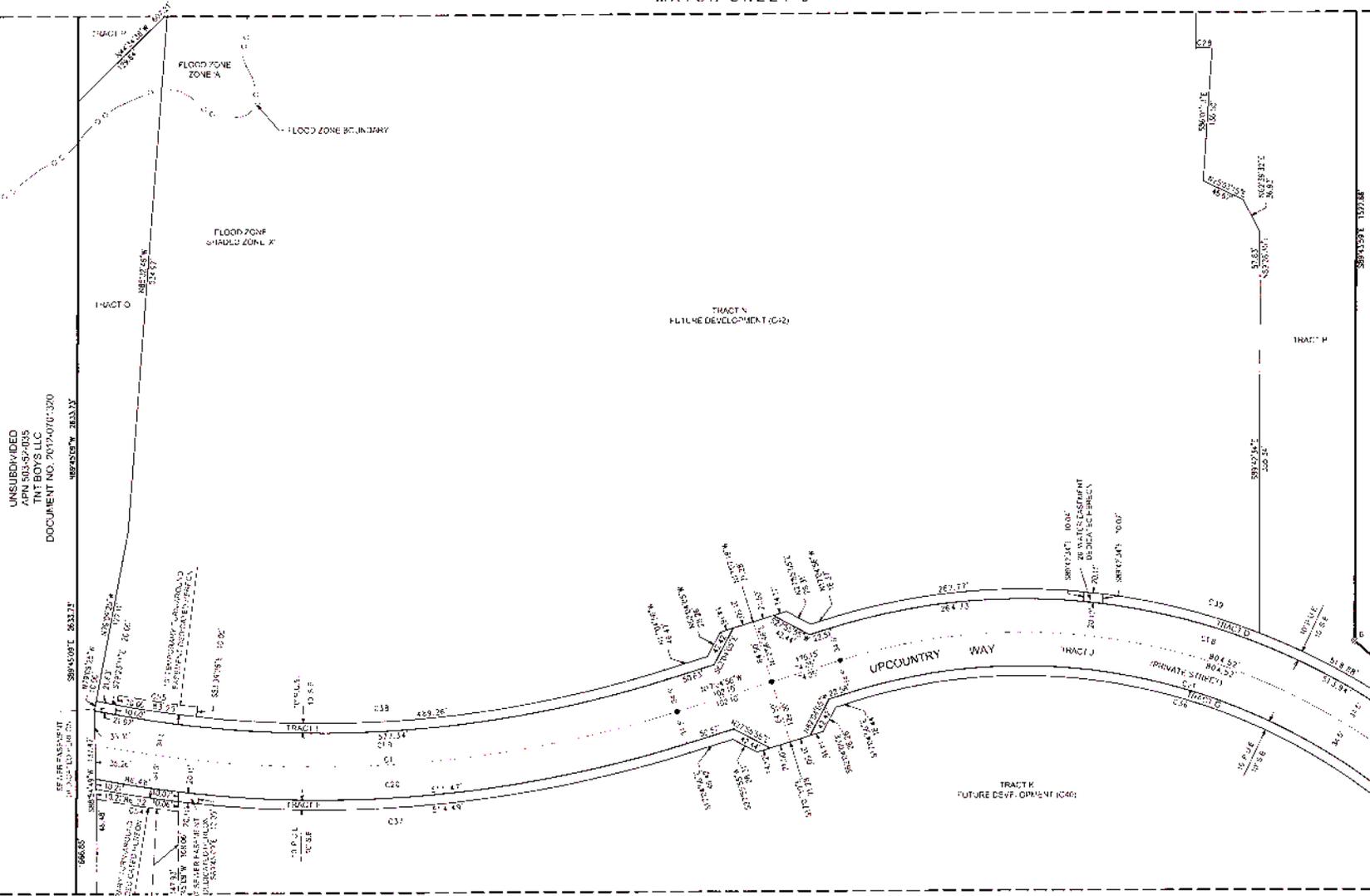
REVISION TABLE
NO. DESCRIPTION
DATE



MATCH SHEET 3

MATCH SHEET 5

MATCH SHEET 6



UNSUBDIVIDED APN 810-07-005 INT BOYS LLC DOCUMENT NO. 2017-070-1370

LOT 1
MINOR LAND DIVISION MAP FOR TRILogy WEST PHASE 1 (TRILogy, LLC PARCEL - BOOK 178 OF MAPS, PAGE 46, N.C.R.)

TRACT N FUTURE DEVELOPMENT (C-2)

TRACT K FUTURE DEVELOPMENT (C-4)

TEMPORARY EXISTING EASEMENT (REPEATED - SEE PLAN)

PLAT PREPARED BY: [illegible]

COUNTY RECORDER



DATE:

REVISION:

NO.

MASTER FINAL PLAT

Coe & Van Loo Consultants, Inc.

TRILGY WEST PHASE 1

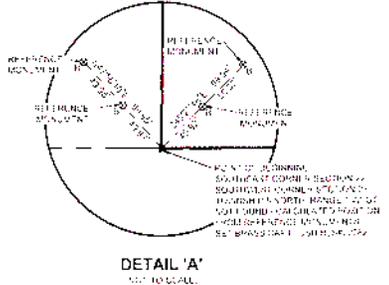
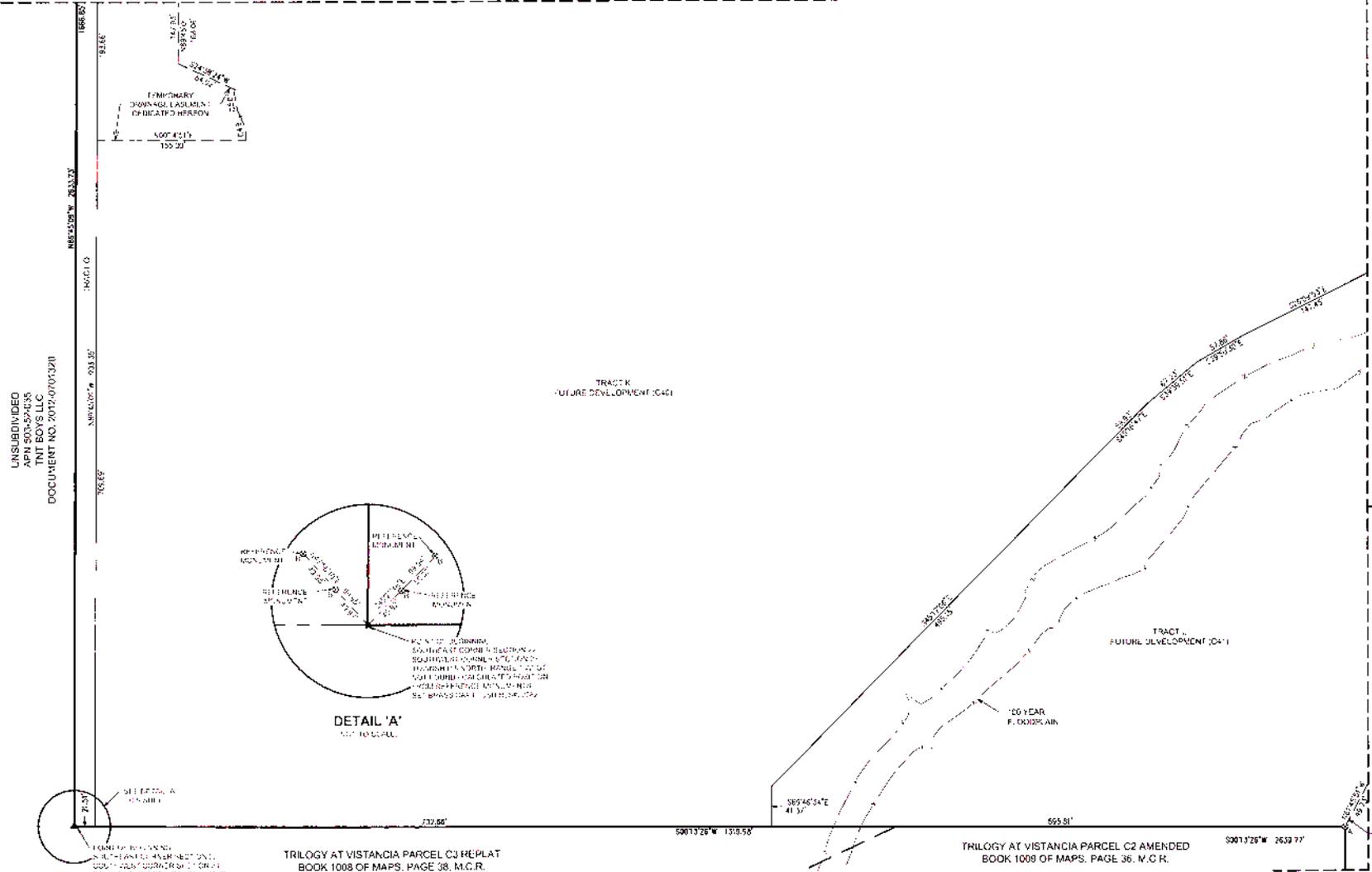
SHEET 5 OF 8



MATCH SHEET 4

MATCH SHEET 6

MATCH SHEET 7



UNSUBDIVIDED
APN 900-87-035
TNT BOYS LLC
DOCUMENT NO. 201201013211

TRILGY AT VISTANCIA PARCEL C3 REPLAT
BOOK 1008 OF MAPS, PAGE 38, M.C.R.

TRILGY AT VISTANCIA PARCEL C2 AMENDED
BOOK 1009 OF MAPS, PAGE 36, V.C.R.

TRILGY AT VISTANCIA PARCEL C2 AMENDED
BOOK 1009 OF MAPS, PAGE 36, V.C.R.

DATE PLOTTED: 11/14/2012 10:58:11 AM

SCALE: AS SHOWN
DATE: 11/14/2012

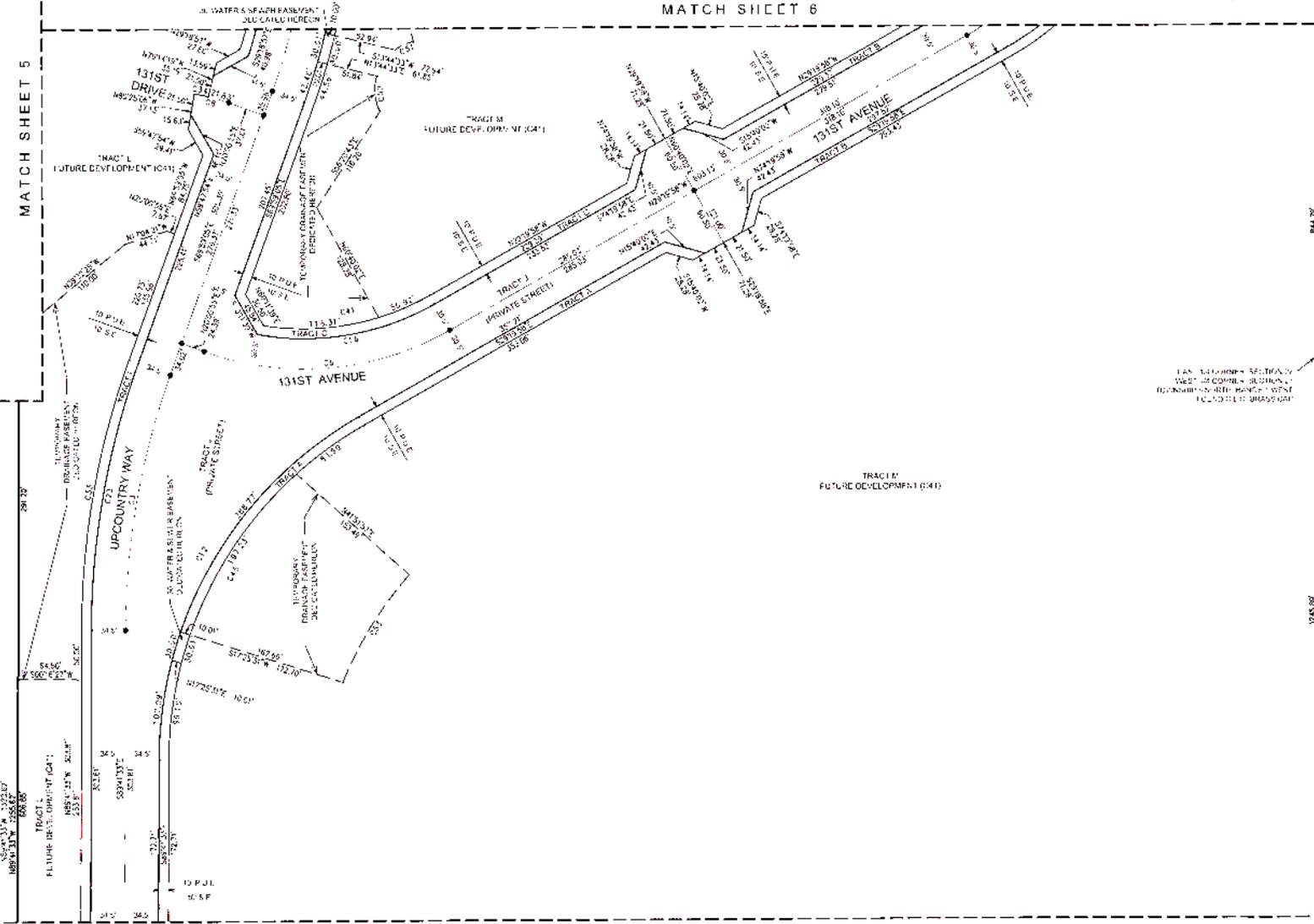


MATCH SHEET 5

MATCH SHEET 6

MATCH SHEET 8

TRILOGY AT VISTANCIA PARCEL C2 AMENDED
BOOK 1008 OF MAPS PAGE 36, M.C.R.



UNSUBDIVIDED
STATE TRUST LAND

VISTANCIA VILLAGE & PARCEL A1
BOOK 811 OF MAPS, PAGE 34, M.C.R.

DATE:

REVISION:

INC:

MASTER FINAL PLAT

TRILOGY WEST PHASE 1
Coe & Van Loo Consultants, Inc.

DATE

REVISION

AND

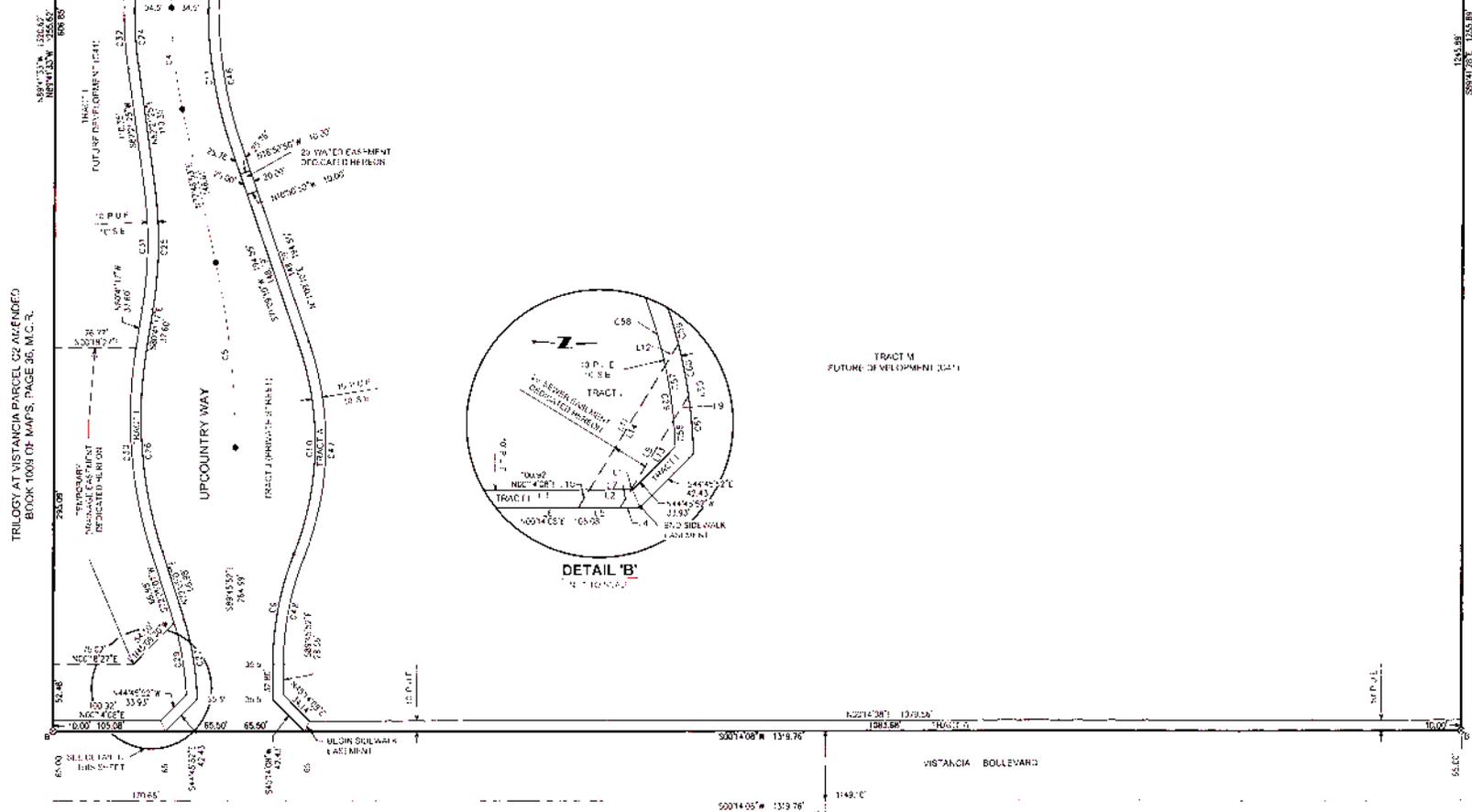
MASTER FINAL PLAT

TRILOGY WEST PHASE 1

Coe & Van Loo Consultants, Inc.



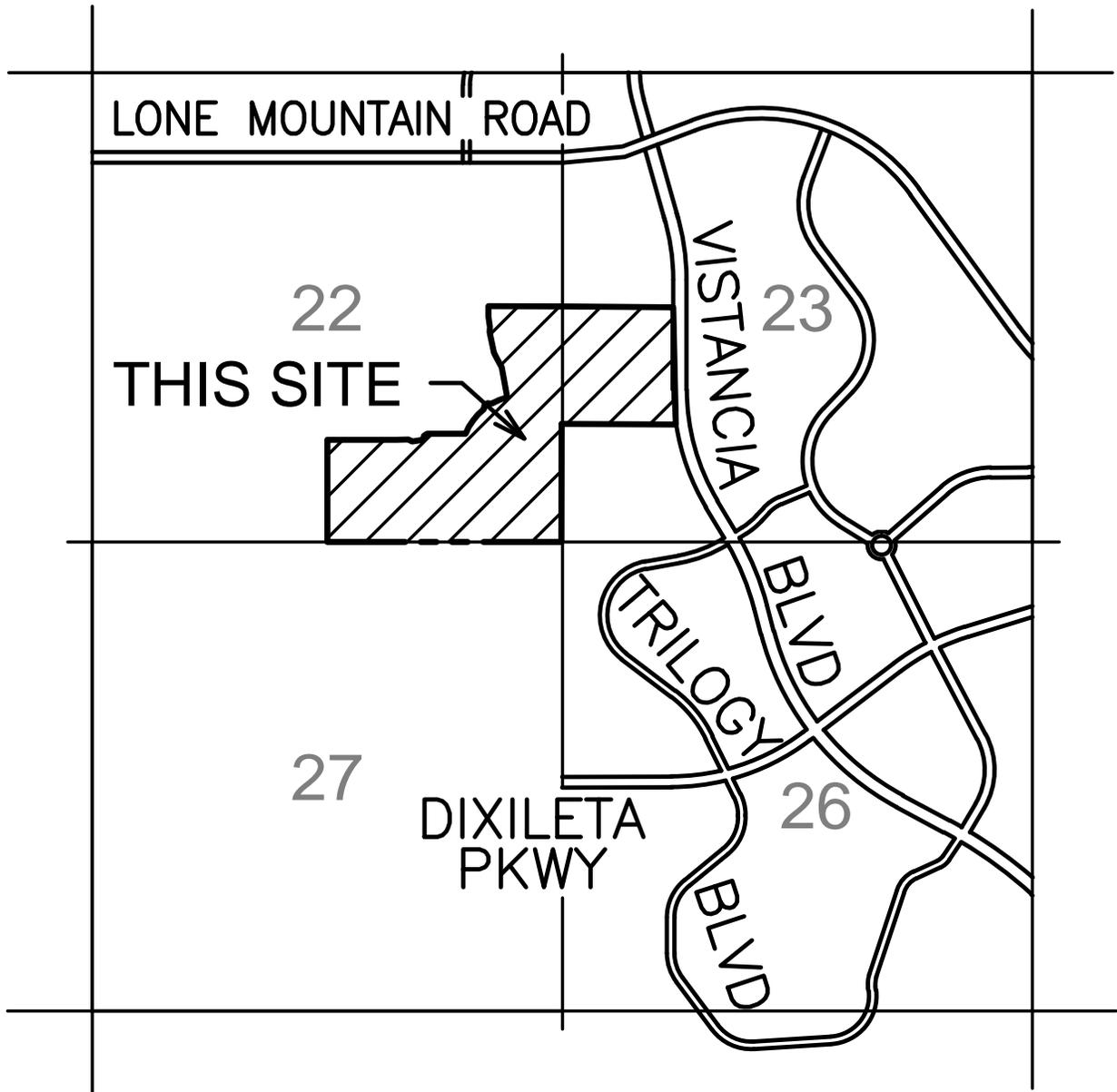
MATCH SHEET 7



TRILOGI AT VISTANCIA PARCEL C2 AGENDADO
BOOK 1004 OF MAPS, PAGE 36, M.C. 7.

VISTANCIA VILLAGE A PARCEL A1
BOOK 811 OF MAPS, PAGE 41, M.C. 8.

APPROVED FOR RECORDATION BY THE COUNTY RECORDER ON 02/19/09 AT 10:00 AM. PLAT NO. 111,116



VICINITY MAP

(NOT-TO-SCALE)

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 25C

Date Prepared: August 12, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Replat, Westwing Mountain Parcel 2 Lots 1-7, El Cortez Place and Edge Wild Drive (Project No. R010075A)

Purpose:

This is a request for City Council to approve a Replat of Westwing Mountain Parcel 2 Lots 1-7, located on El Cortez Place and Edge Wild Drive, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Replat.
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 Replat.
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 Replat.
4. In the event that the Replat is not recorded within 60 days of Council approval, the Replat 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 Replat is to adjust the lot lines for seven lots within the Westwing Mountain development. This development is within the City's water\sewer service area. This Replat does

not create any new lots. All necessary adjustments to water and sewer services are being completed in conjunction with this replat.

Previous Actions:

The Final Plat for Westwing Mountain Parcel 2 was approved and recorded in April 2005.

Options:

A: The Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Replat; although it should be noted that not approving the Replat will hinder homebuilders from building on these lots.

B: The other option would be to formally approve the Replat and allow these lots to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Replat.

Narrative:

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

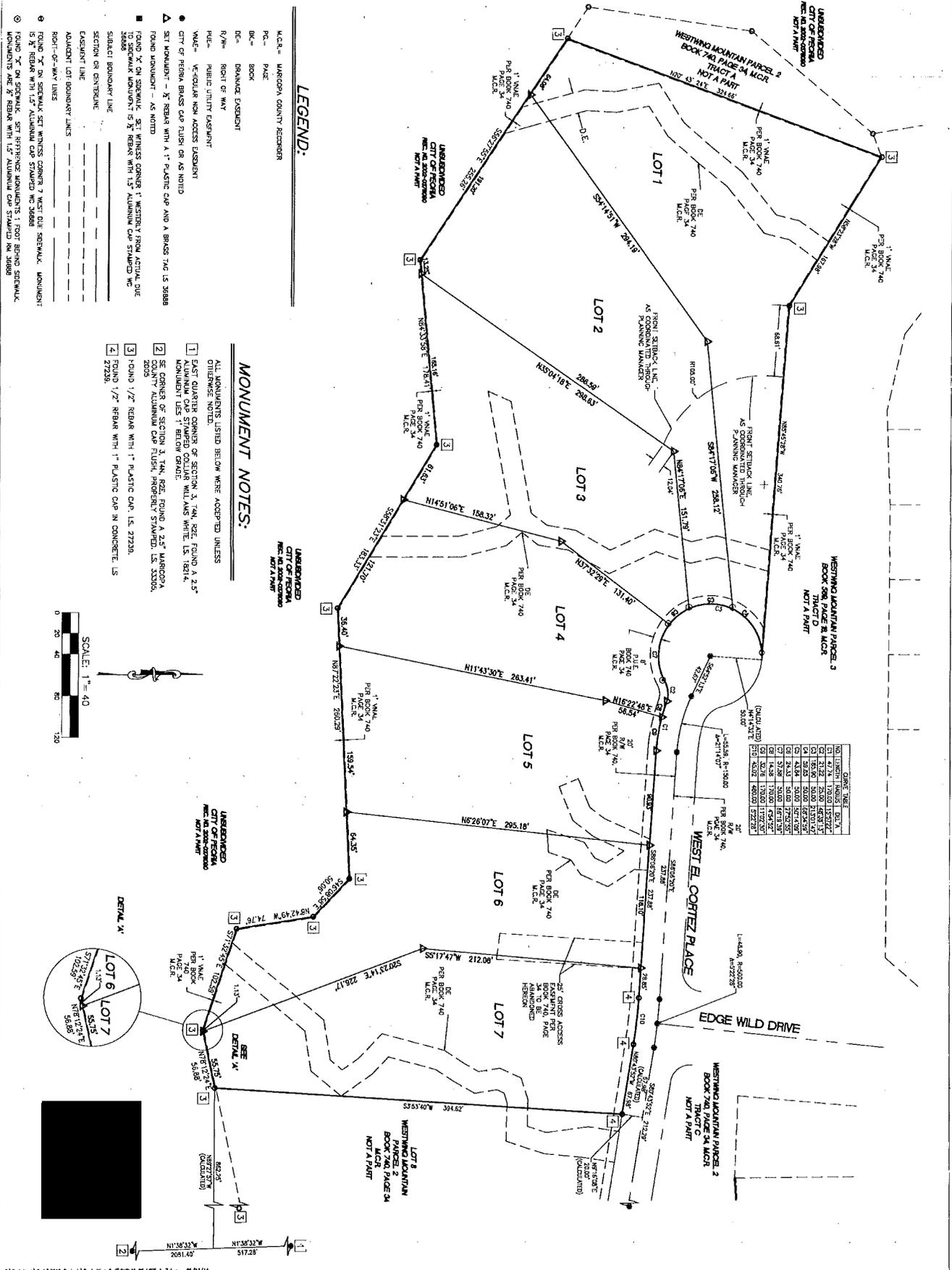
Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

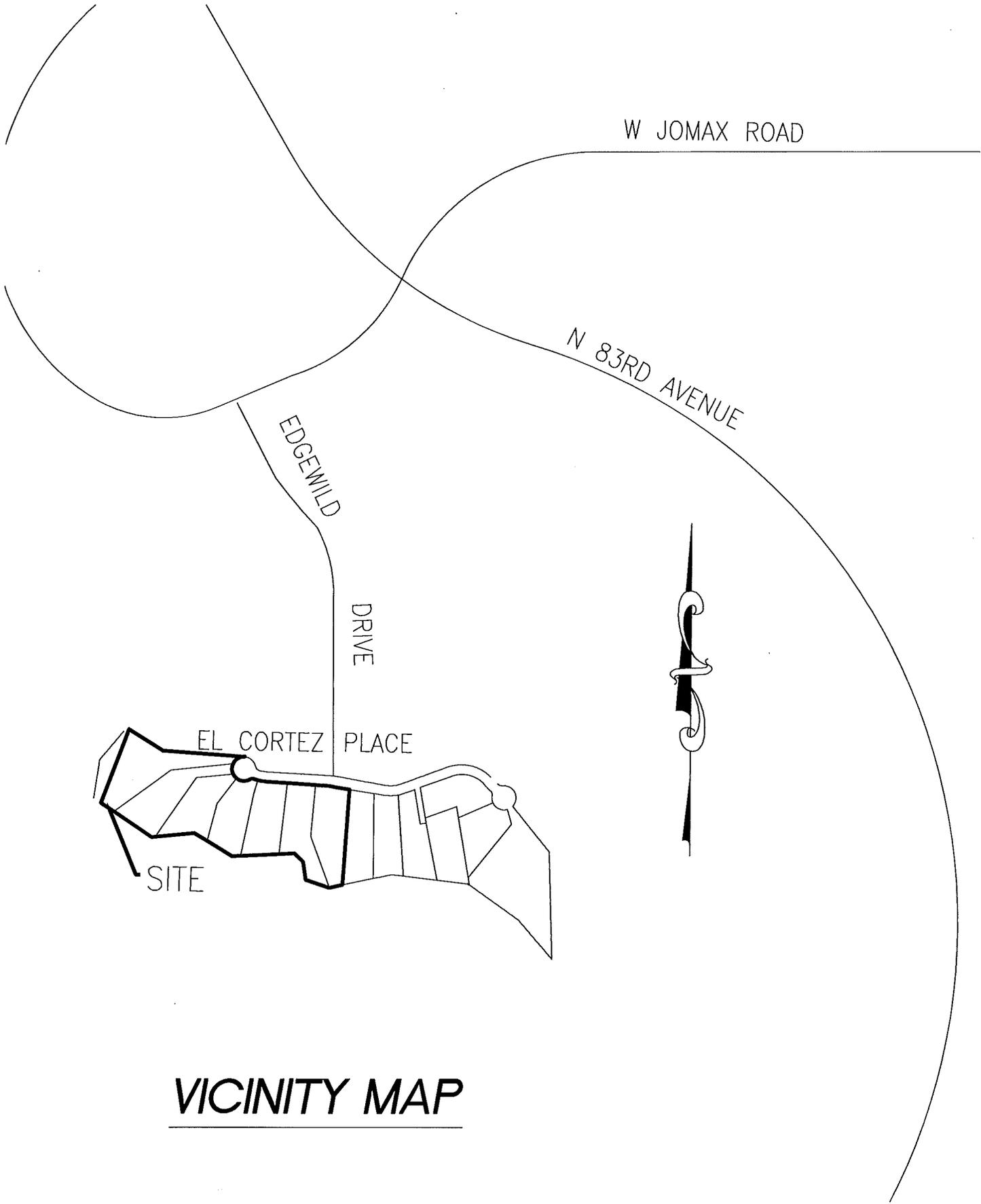


17308 WEST WOODROW LANE
SURPRIZE, ARIZONA. 85388
BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 28 YEARS

REPLAT OF WESTWING MOUNTAIN PARCEL 2 LOTS 1-7
BEING A PORTION OF THE EAST HALF
OF SECTION 3, T4N, R1E
MARICOPA COUNTY, ARIZONA

DRAWN BY: SJP
CHECKED BY: DAM
JOB #: 13004
DATE: 05-23-14
REVISIONS:

2 of 2



W JOMAX ROAD

N 83RD AVENUE

EDGEWILD

DRIVE

EL CORTEZ PLACE

SITE

VICINITY MAP

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 26R

Date Prepared: September 3, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for Various Liquor Licenses.

Purpose:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Background/Summary:

Jesse D. Wood, Agent for Dash Grill, has applied for a New Restaurant Liquor License (Series 12) located at 7557 W. Greenway Road Suite #103.

Richard S. Teel, Agent for Red Lobster #0867, has applied for a New Restaurant Liquor License (Series 12) located at 7921 W. Bell Road.

The public hearing notices were posted for at least 20 days, and no comments were received during the posting period. The license applications were reviewed according to State law and all Departments gave approvals.

Previous Actions:

In April 2009, the Mayor and Council recommended approval to the Arizona State Liquor Board for Meatballz Italian Deli for a New Restaurant Liquor License (Series 12) located at 7557 W. Greenway Road Suite #103.

In February 2009, the Mayor and Council recommended approval to the Arizona State Liquor Board for Red Lobster #0867 for a New Restaurant Liquor License (Series 12) located at 7921 W. Bell Road. There are new owners of Red Lobster #0867.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Dash Grill, located at 7557 W. Greenway Road Suite #103, Jesse D. Wood, Applicant, LL#20010522.

Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Red Lobster #0867, located at 7921 W. Bell Road, Richard S. Teel, Applicant, LL#20010975.

B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Dash Grill, located at 7557 W. Greenway Road Suite #103, Jesse D. Wood, Applicant, LL#20010522.

Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Red Lobster #0867, located at 7921 W. Bell Road, Richard S. Teel, Applicant, LL#20010975.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Dash Grill, located at 7557 W. Greenway Road Suite #103, Jesse D. Wood, Applicant, LL#20010522.

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Red Lobster #0867, located at 7921 W. Bell Road, Richard S. Teel, Applicant, LL#20010975.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicants have been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: Liquor License Applications.

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain)

14 JUL 28 14:04 PM 451

SECTION 3 Type of license and fees LICENSE #(s): Series 12

1. Type of License(s): Restaurant License

12079980

2. Total fees attached:

Department Use Only
 \$ 172.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Wood Jesse Daniel
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Into the Woods, LLC-DBA-Dash Grill
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Dash Grill
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 7557 W. Greenway Rd. #103 Peoria Maricopa 85381
(Do not use PO Box Number) County Zip
5. Business Phone: 480-200-7123 Daytime Phone: 480-600-7123 Email: dashgrill@gmail.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: [Redacted] Phoenix Arizona 85027
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees:	\$100.00	—	\$50.00	\$22.00	\$ 172.00
	Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [Redacted] Date: 7/28/14 Lic. # 12079980

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Print full name)

X _____
(Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
Day Month Year

(Signature of NOTARY PUBLIC)

14 JUL 28 9:15c PM #51

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Into the Woods, LLC

(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: ~~08/2013~~ 8/16/13 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: ~~L-1867754-5~~ Date authorized to do business in AZ: 08/16/2013

4. AZ L.L.C. File No: ~~21928422~~ L-1867754-5 Date authorized to do business in AZ: ~~07/01/2014~~

5. Is Corp./L.L.C. Non-profit? YES NO

8/20/13

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Wood	Jesse	Daniel	Manager/ Member	[REDACTED]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Wood	Jesse	Daniel	100	[REDACTED]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer. (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

*14 JUL 28 11:41 AM '52

1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name West Wood Financial
Address 9301 E. Shea Blvd #124 Scottsdale, AZ 85260
City, State, Zip _____

4a. Monthly rental/lease rate \$ 920 What is the remaining length of the lease 5 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Eviction
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 150,000
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Stearns,	Bank		150,000	9225 E. Shea Blvd	Scottsdale AZ	85260

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

 applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

 applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

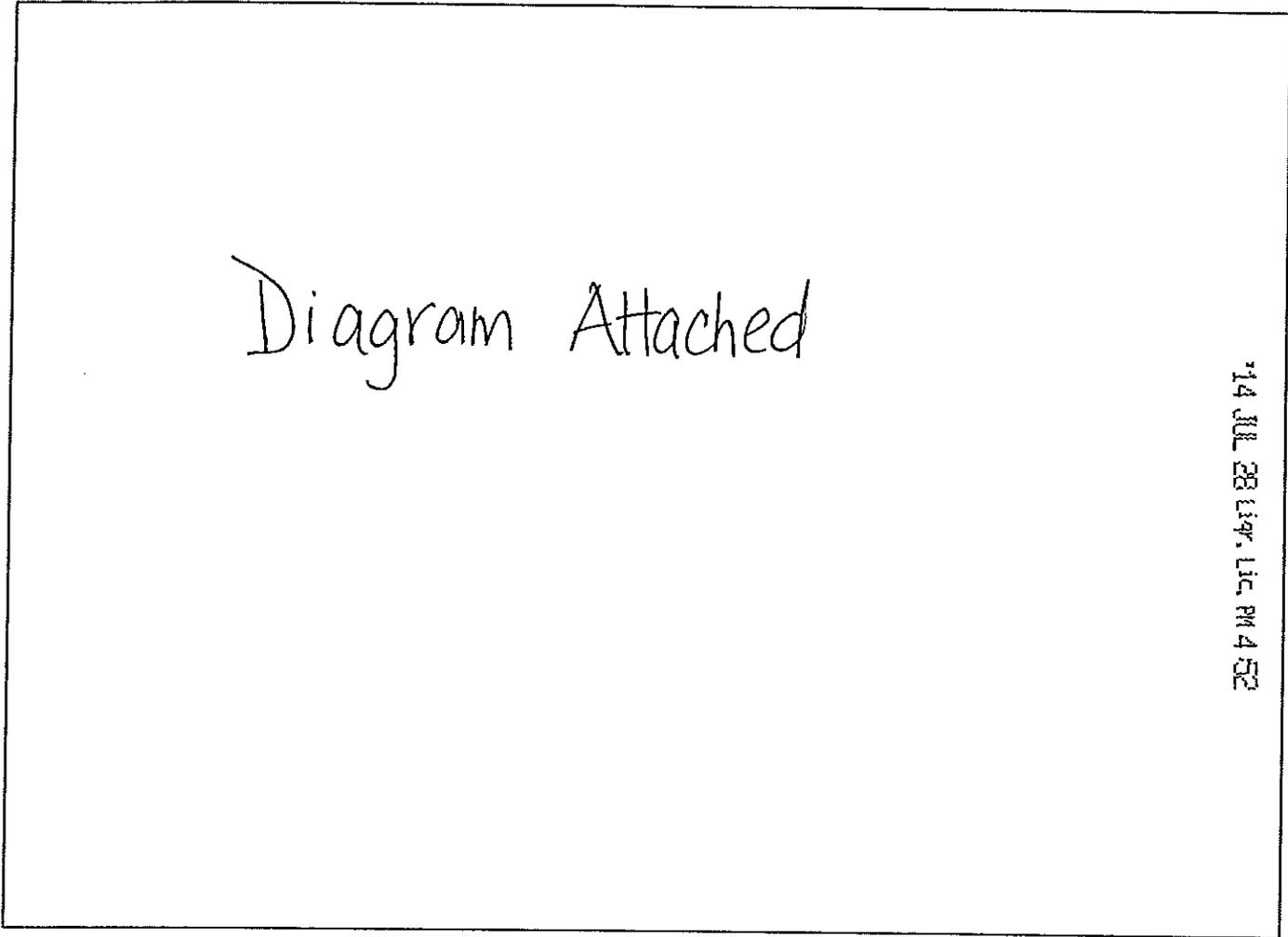
1. Check ALL boxes that apply to your business:
- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Drive-in windows | <input type="checkbox"/> Non Contiguous |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 08/29/2014
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

 applicants initials

dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

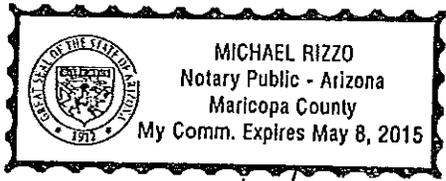
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Jesse Daniel Wood, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Redacted Signature]
(signature of applicant listed in Section 4, Question 1)



My commission expires on : 8/5/2015
Day Month Year

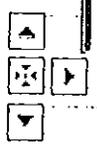
State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 28 of July, 2014
Day Month Year

[Redacted Signature]
Signature of NOTARY PUBLIC

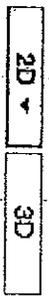
14 JUL 28 14, Lic. PM 4:52

Ground Floor



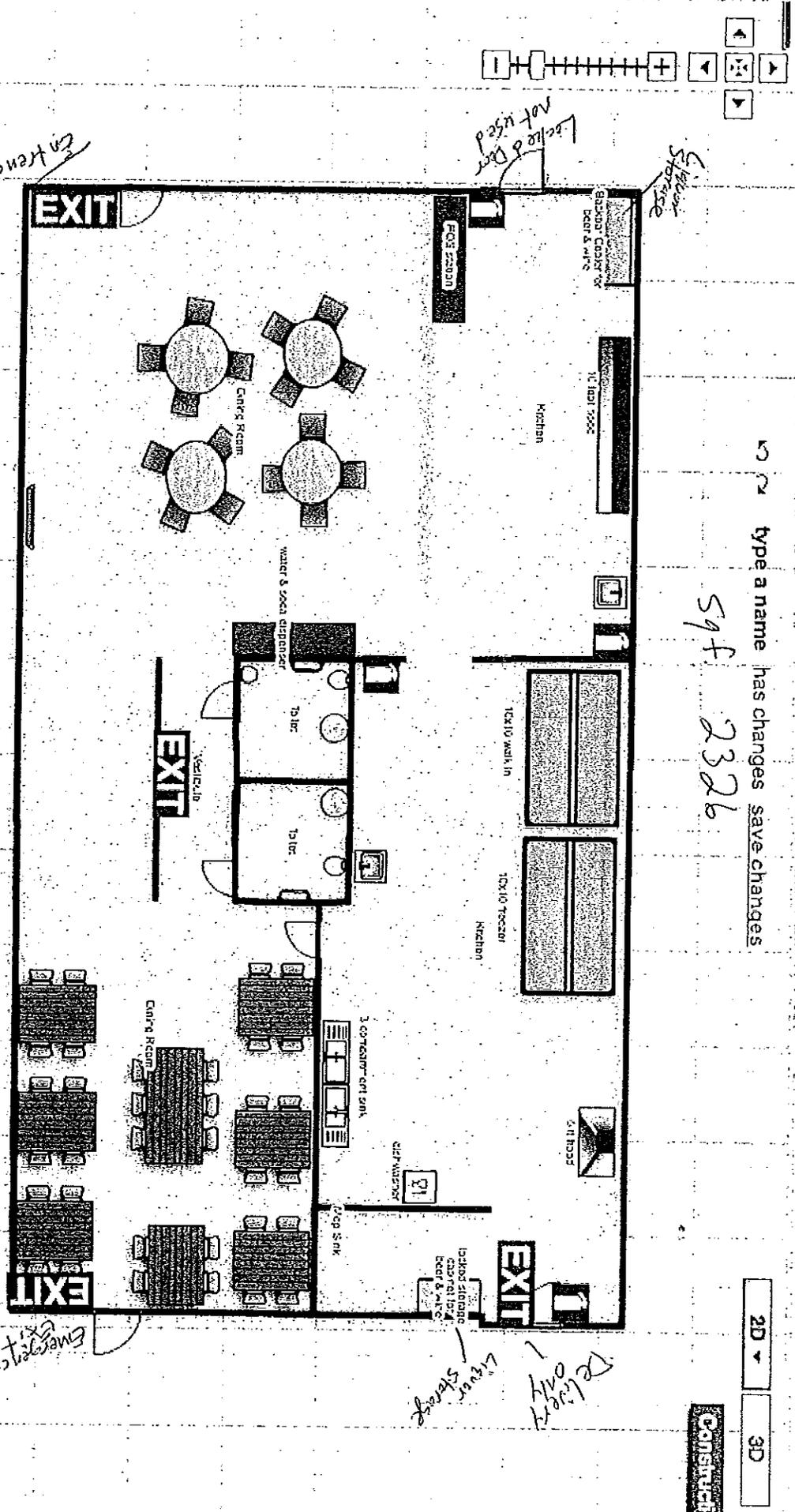
type a name has changes save changes

59ft 2326



Constructio

feet 12ft 24ft 36ft



Emergency Exit

Label & Bar Not Used

Emergency Exit

Emergency Exit

*Deliver only
Kitchen Storage*

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12079984

1. Type of License(s): Series #12

2. Total fees attached:

\$ 250 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. Teel Richard Scott
 (Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: Red Lobster Hospitality, LLC B1052710
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: Red Lobster #0867 B101695
 (Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 7921 West Bell Road Peoria Maricopa 85382
 (Do not use PO Box Number) City County Zip
- 5. Business Phone: (623) 487-1570 Daytime Phone: (407) 245-4711 Email: chunter@darden.com
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: Attn: Licensing, P.O. Box 695016, Orlando, FL 32869-5016
- 8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100 Application 100 Interim Permit 50 Site Inspection 250 Finger Prints \$ 250
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [Signature] Date: 7/28/14 Lic. # 12079984

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12077850
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, ^{edige} Joseph G. Kern, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____ State of Florida County of Orange

The foregoing instrument was acknowledged before me this 11th day of April, 2014
 My commission expires on: August 06, 2016
 Day Month Year



MARY DIANE KIERSTEIN
 MY COMMISSION # EE 222737
 EXPIRES: August 6, 2016
 Bonded Thru Budget Notary Services

 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual: N/A

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 12077850

Issue Date: 4/1/2009

Issued To:
RICHARD SCOTT TEEL, Agent
N AND D RESTAURANTS INC. Owner

Location:
RED LOBSTER #0867
7921 W BELL RD
PEORIA, AZ 85382

Expiration Date: 3/31/2015

Restaurant

Mailing Address:

RICHARD SCOTT TEEL
N AND D RESTAURANTS INC
RED LOBSTER #0867
PO BOX 695016
ORLANDO, FL 32869



POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

14 JUL 28 11:47 AM '14

1. Name of Corporation/L.L.C.: Red Lobster Hospitality, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 03/20/2014 State where Incorporated/Organized: Delaware

3. AZ Corporation Commission File No.: N/A Date authorized to do business in AZ: N/A

4. AZ L.L.C. File No: R-1913406-8 Date authorized to do business in AZ: 03/25/2014

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
See attached					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
See attached					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

14 JUL 28 Ltr. Lic. #12 21

No one owns 10% or more

Golden Gate Capital Opportunity Fund LP
Member, (50%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

No one owns 10% or more

No one owns 10% or more

Golden Gate Capital Opportunity Fund-A, LP
Member, (50%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

GGC Opportunity Fund Management, LP
General Partner (0%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

Red Lobster Master Holdings LP/LLC
Member, (100%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

RL Acquisition, LLC
Member, (100%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

Red Lobster Holdings, LLC
Member, (100%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

Horace G. Dawson, III, Mgr.
C. Bradford Richmond, Mgr

Red Lobster Intermediate Holdings, LLC
Member, (100%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

Horace G. Dawson, III, Mgr.
C. Bradford Richmond, Mgr

Red Lobster Management, LLC
Member, (100%)
One Embarcadero Center, 39th Floor
San Francisco, CA 94111

Horace G. Dawson, III, Mgr.
C. Bradford Richmond, Mgr

Red Lobster Hospitality, LLC
Licensee

Horace G. Dawson, III, Mgr.
Joseph G. Kern, Mgr.
C. Bradford Richmond, Mgr
Colleen Hunter, Asst. Sec.

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
- 10. I, _____, hereby authorize the department to process this application to transfer the
(print full name) privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name) STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name 14 JUL 28 Lqr. Lic. PM 2 21
 (Exactly as it appears on license) Address _____
2. New Business: Name _____
 (Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school N/A - series #12
 Address _____
 City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church N/A - series #12
 Address _____
 City, State, Zip _____
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
 Address _____
 City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
 (give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ 0

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 12077850 (exactly as it appears on license) Name Richard Scott Teel

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

N and D Restaurants, Inc. TEEL Richard Scott and license #: 12077850
 Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input checked="" type="checkbox"/> Contiguous |
| <input checked="" type="checkbox"/> Service windows | <input type="checkbox"/> Drive-in windows | <input type="checkbox"/> Non Contiguous |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
 month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

~~SEE ATTACHED~~

Diagram attached

14 JUL 28 04P. 04 PM '21

SECTION 16 Signature Block

I, Joseph G. Kerf^{ecorde}, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
 (signature) _____ (print full name of applicant)


 MARY DIANE KIERSTEIN
 MY COMMISSION # EE 222737
 EXPIRES: August 6, 2016
 Bonded Thru Budget Notary Services

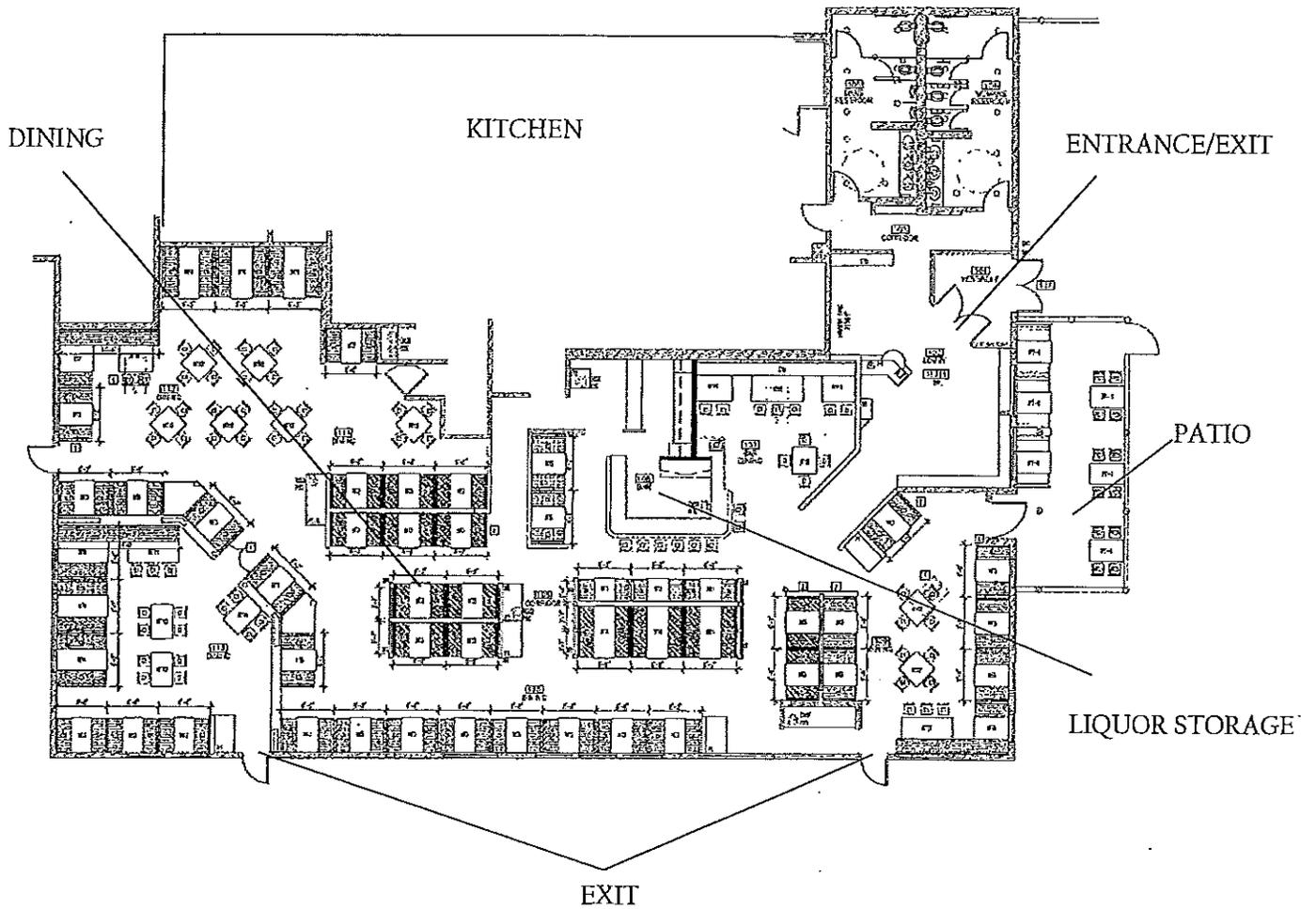
State of Florida County of Orange

The foregoing instrument was acknowledged before me this 11th of April, 2017

My commission expires on : August 06, 2016
 Day Month Year

*14 JUL 28 Ligr. Lic. PM 2 21

Red Lobster #867
7,549 square feet
7921 W. Bell Rd.
Peoria, AZ 85382



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 27R

Date Prepared: September 3, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Brent Mattingly, Finance Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Public hearing: A New Off-Track Wagering License – Turf Paradise.

Purpose:

The Mayor and Council are required to hold a public hearing regarding a New Off-Track Wagering License for Turf Paradise to telecast at Peoria Pines Golf and Restaurant.

Background/Summary:

Vincent Francia, Agent for Turf Paradise, has applied for a New Off-Track Wagering License for Peoria Pines Golf and Restaurant, 8411 N. 107th Avenue. The public hearing notice was posted for at least ten days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

City Code Section 11-178 provides for the granting of a one-year license, commencing on September 16, 2014 and ending on September 15, 2015.

Previous Actions:

There has never been an Off-Track Wagering License at 8411 N. 107th Avenue.

Options:

A: Recommend approval to the Arizona Racing Commission for a New Off-Track Wagering License for Turf Paradise to telecast at Peoria Pines Golf and Restaurant.

B: Recommend denial to the Arizona Racing Commission for a New Off-Track Wagering License for Turf Paradise to telecast at Peoria Pines Golf and Restaurant.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona Racing Commission for a New Off-Track Wagering License for Turf Paradise to telecast at Peoria Pines Golf and Restaurant.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: Off-Track Wagering License Application.



CITY OF PEORIA OFF-TRACK WAGERING INDIVIDUAL PERMIT APPLICATION

CHECK ONE:

- Owner of Principle Wagering Establishment
- Managing Agent of Principle Wagering Establishment
- Owner of Off-Track Site Facility
- Managing Agent of Off-Track Site Facility

CHECK ONE:

- Initial Application XX
- Renewal

NAME OF APPLICANT: Last Name
FRANCIA

First Name
VINCENT

Middle
ARCI

OTHER NAMES USED: (Maiden)

HOME PHONE:

SOCIAL SECURITY NUMBER

DRIVER LICENSE NUMBER

STATE
AZ

EXPIRATION DATE

HEIGHT

WEIGHT

HAIR

EYES

DATE OF BIRTH

BIRTHPLACE

HOME ADDRESS: Street

City

State

Zip Code

BUSINESS NAME:

TP RACING L.L.L.P. DBA TURF PARADISE

BUSINESS PHONE:

602-942-1101

BUSINESS ADDRESS: Street
1501 W. BELL ROAD

City

PHOENIX

State
AZ

Zip Code
85023

BUSINESS NAME: (PREMISES WHERE CONDUCTING OFF-TRACK WAGERING)
PPGC, Inc. dba Peoria Pines Golf and Restaurant

BUSINESS PHONE:

623-972-1364

PREMISES ADDRESS: Street
8411 N. 107th Ave

City

PEORIA

State
AZ

Zip Code

85345-7472

INDICATE WHERE YOU HAVE RESIDED FOR THE PAST FIVE YEARS EXCLUDING PRESENT ADDRESS

FROM:	TO:	Street	City	State	Zip Code
1990	PRESENT	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code

HAVE YOU EVER BEEN DENIED, ARRESTED, INDICTED, CONVICTED, OR SUMMONED INTO COURT FOR VIOLATION OF ANY CRIMINAL LAW OR ORDINANCE (EXCLUDING MINOR TRAFFIC VIOLATIONS)?

YES NO If yes, attach full explanation.

HAVE YOU EVER POSTED BOND, BEEN ORDERED TO DEPOSIT BAIL, BEEN FINED, IMPRISONED, PLACED ON PROBATION OR FAILED TO APPEAR FOR ANY VIOLATION OF ANY LAW OR ORDINANCE?

~ YES ~ NO If yes, attach full explanation.

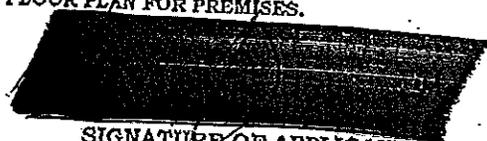
HAVE YOU EVER HAD ANY BUSINESS LICENSE DENIED, REVOKED, SUSPENDED, OR FINED IN THIS OR ANY OTHER STATE?

~ YES ~ NO If yes, attach full explanation.

INDICATE YOUR EMPLOYMENT OR BUSINESS ENGAGED IN FOR PAST FIVE YEARS BEGINNING WITH MOST CURRENT

CURRENT EMPLOYER:		PHONE #:	POSITION:	FROM:	TO:
TURF PARADISE		602-942-1101	GENERAL MANAGER	07-2010	PRESENT
STREET ADDRESS			CITY	STATE	ZIP CODE
1501 W. BELL			PHOENIX	AZ	85023
PREVIOUS EMPLOYER:		PHONE #:	POSITION:	FROM:	TO:
TURF PARADISE		602-942-1101	DIRECTOR MARKETING	01-1994	07-2010
STREET ADDRESS			CITY	STATE	ZIP CODE
1501 W. BELL			PHOENIX	AZ	85023
PREVIOUS EMPLOYER:		PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS			CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:		PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS			CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:		PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS			CITY	STATE	ZIP CODE

I CERTIFY THAT THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INTENTIONAL OMISSION OR FALSIFICATION OF INFORMATION IS SUFFICIENT GROUNDS FOR DENIAL OF THE APPLICATION OR LATER REVOCATION AND SUBJECT TO PENALTY BY LAW. CHANGES MUST BE SUBMITTED AS REQUIRED BY ORDINANCE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. PLEASE INCLUDE A COPY OF THE FLOOR PLAN FOR PREMISES.



SIGNATURE OF APPLICANT

DATE July 3, 2014

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 28R

Date Prepared: August 13, 2013

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Chris Jacques, AICP, Planning and Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: Z14-0005 – Elliott Residence Rezone

Purpose:

This is a request for City Council to hold a Public Hearing to consider a proposal to rezone approximately 1.03 acres from General Agricultural (AG) District to Suburban Ranch (SR-43) District.

Background/Summary:

The subject site is an existing single-family residence, approximately 1.03 acres in size and located on the northeast corner of 81st Avenue and Country Gables Drive. This property is the smaller of two parcels created from a lot split approved by Maricopa County shortly before annexation into the City in 1977.

Pursuant to Arizona State Statute and the Peoria City Code, the City must assign City zoning to the annexed property following the official adoption of the annexation. Per State Statute, initial corresponding zoning cannot permit densities and uses more intense than those permitted by the County prior to the annexation. The closest City of Peoria zoning category to the County designation at that time was the General Agricultural (AG) District, which required a minimum lot size of five (5) acres. Since the subject property did not meet the minimum lot size requirement at the time of annexation, the undersized parcel was considered legally non-conforming, or “grandfathered”. In addition to being undersized, the property does not meet other AG development standards; more specifically minimum lot width and maximum lot coverage.

The underlying General Plan land use designation for the property is Residential/Estate (0-2 du/ac, target of 1.0 du/ac). This designation is intended to provide areas where large-lot, generally 18,000 sf and larger, single-family development is desirable. The request does not increase the number of lots and the density remains the same. Therefore, the request is consistent with the General Plan.

The parcel is appropriately sized for and would be compatible with current Suburban Ranch (SR-43) District development standards. City Council approved a similar change in zone for the properties surrounding the residence. Properties directly north and east of the site were rezoned from AG to SR-43 in 1993, and the religious facility to west in 2004. The SR-43 District is also the closest equivalent to the existing County Rural zoning designation (RU-43) to the south of the property. There are no perceived impacts to the adjacent neighbors and it would bring an existing undersized lot into conformance with current development standards. Staff is supportive of this request.

As a requirement of the Rezoning process and Conditional Use Permit application, a citizen participation component was required. A combined neighborhood meeting was held at the Paso Verde Christian Church for this request. The applicant notified all property owners within a 600 foot radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting.

As of the date of this printing, staff has received no support or opposition to the rezoning application. There have been three calls and one letter in opposition to a proposed home occupation, which is the subject of a separate conditional use permit application under review by staff. The zoning request in no way positions the property for the home occupation, as such uses can go in any residential district, subject to review and issuance of a conditional use permit (if required). The conditional use permit application will be brought forward for Planning and Zoning Commission's consideration in the future.

Previous Actions:

This request has been subject to the City's Rezoning process according to Section 14-39-8 of the Peoria Zoning Ordinance. A public hearing was held for this item at the August 21, 2014 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a 4-0 vote.

Options:

- A:** Approve as recommended by Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends that the City Council concur with the Planning and Zoning Commission's August 21, 2014 recommendation (4-0) to approve Case Z14-0005.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

No further action would be necessary should the City Council take action to approve this application.

Exhibit(s):

Exhibit 1: Vicinity Map

Exhibit 2: August 21, 2014 Planning and Zoning Commission Staff Report with Exhibits

Exhibit 3: Draft Ordinance

Contact Name and Number: Lorie Dever, Planner, x5168

Vicinity Map



Z14-0005 Elliott Residence Rezone

Applicant: Jeff Blilie on behalf of Mr. and Mrs. Elliott

Request: Rezone approximately 1.03 gross acres from the current General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards.

Location: [REDACTED]

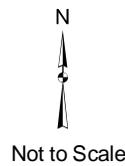


Exhibit 1



REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z14-0005
DATE: August 21, 2014
AGENDA ITEM: 6R

Applicant: Jeffrey Blilie on behalf of Mr. and Mrs. Elliott

Request: Rezone approximately 1.03 gross acres of land from General Agricultural (AG) District to Suburban Ranch (SR-43) District.

Proposed Development: Elliott Residence – a single-family residential property

Location: The property is located on the northeast corner of 81st Avenue and Country Gables Drive.

Site Acreage Approximately 1.03 acres

Support / Opposition: As of the date of this printing, staff has received no support or opposition to the rezoning application. There have been three calls and one letter in opposition to a proposed home occupation, which is the subject of a separate conditional use permit application under review by staff. The conditional use permit application will be brought forward for Planning and Zoning Commission’s consideration in the future.

Recommendation: Recommend **approval** of case Z14-0005 to the City Council.

AREA CONTEXT

Table 1: Existing Land Use, General Plan Designation, Current Zoning. (Exhibits A, B & C)

	Land Use	General Plan Designation	Zoning
Subject Property	Single-Family Residential	Residential Estate (0-2 du/ac)	General Agricultural (AG)
North	Single-Family Residential	Residential Estate (0-2 du/ac)	Suburban Ranch (SR-43)
South	Single-Family Residential	Residential Estate (0-2 du/ac)	Maricopa County (RU-43)
East	Single-Family Residential	Residential Estate (0-2 du/ac)	Suburban Ranch (SR-43)
West	Religious/Worship Facility	Residential Estate (0-2 du/ac)	Suburban Ranch (SR-43)

LAND USE BACKGROUND

Lot Split

1. The property under consideration was originally split from a larger six (6) acre parcel into two parcels in October 1977. This property (APN 200-62-010C) is the smaller of the two, and is slightly over one acre in size (44,956 sf).

Annexation and Initial Zoning

2. In December 1977, the property was annexed into the City of Peoria. Pursuant to Arizona State Statute and the Peoria City Code, the City must assign City zoning to the annexed property following the official adoption of the annexation. Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation.
3. The subject property had a Maricopa County Rural-43 (minimum lot of 1-acre or 43,560 sf) District designation, which is “primarily intended to conserve and protect farms and other open land uses...” The closest City of Peoria zoning category to the County designation at that time was City of Peoria General Agricultural District (AG).
4. At the time the equivalent zoning district was established for the parcel, the minimum size for a property zoned AG was five (5) acres. Since the subject property did not meet the minimum size requirement at the time of annexation, the undersized parcel was considered legally non-conforming, or “grandfathered”.
5. Development standards for AG designated parcels have been modified since the time of annexation. Currently, a minimum two (2) acre parcel size is required for single-family dwellings; however, the subject lot continues to remain undersized for the zoning designation.

PROJECT DESCRIPTION

Site and Project Details

6. The site is approximately 1.03 acre in size and located at the northeast corner of 81st Avenue and Country Gables Drive. The property and adjacent parcels located on north side of Country Gables Drive are located within the City of Peoria’s jurisdictional boundaries. Directly south is unincorporated Maricopa County (Exhibit A).
7. The subject lot is rectangular in size with driveway access from 81st Avenue. There is an existing single-family residence on the property. The main house was built prior to annexation into the City. There are two existing accessory structures on-site, built in the mid to late 1990s by the previous owner.

8. The applicant is requesting to rezone the property from General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring the existing undersized lot into conformance with current development standards. No changes to access are proposed, and the request does not increase the number of lots allowed or existing density.
9. The difference in permitted principal use development standards between the two districts are shown in the table below:

Development Standards	AG*	SR-43
Min. Lot Area	87,120sf (2 acres)	43,560sf (1 acre)
Min. Lot Width	200 ft	145 ft
Min. Lot Depth	200ft	-
Min. Front Setback	40 ft	40 ft
Min. Side Setback	20 ft	20 ft
Min. Rear Setback	40 ft	20 ft
Min. Corner Setbacks	40 ft	40 ft
Max. Building Height	30 ft	30 ft
Max. Percentage Lot Coverage	10%	25%
Min. Space Between (Principal) Buildings	100 ft	-

* Note: Development standards vary between principal uses. Standards listed in table are for Single Family Dwellings.

10. The City's Design Review Manual is not applicable since this proposal is an existing single-family residential development and less than 10 lots.
11. The City has received a Conditional Use Permit application (Case CU14-0006) for a proposed home occupation on the property. That application is under review and not dependent upon the outcome of this rezoning request.

DISCUSSION AND ANALYSIS

Conformance with the General Plan

12. The underlying General Plan land use designation for the property is Residential/Estate (0-2 du/ac, target of 1.0 du/ac). This designation is intended to provide areas where large-lot, generally 18,000 sf and larger, single-family development is desirable.
13. The request does not increase the number of lots and the density remains the same at 1.0 du/ac, which is consistent with Residential/Estate land use designation. Therefore, the property would remain in conformance with the General Plan.

Adjacent Zoning

14. City Council approved a change in zone for the properties directly north and east of the site. They were rezoned from AG to SR-43 in 1993 (Ord No 94-17). To the west of the property, the religious facility received approval by City Council for a similar rezone request, from AG to SR-43 in 2004 (Ord No. 04-191).
15. The Suburban Ranch (SR-43) District is the closest equivalent to the existing County zoning designation RU-43 to the south of the subject property.

Compatibility with Proposed Zoning District

16. The following table illustrates the property's deficiencies in meeting core AG development standards and compatibility with the equivalent SR-43 standards:

Development Standards	AG	SR-43	Subject Property
Min. Lot Area	87,120 sf	43,560 sf	44,956 sf
Min. Lot Width	200 ft	145 ft	190 ft
Min. Lot Depth	200 ft	-	234ft
Max. % of Lot Coverage	10%	25%	11%

17. It is staff's assessment that the proposed zone change to SR-43 is appropriate with the neighborhood character and is consistent with development standards on the adjoining properties. There are no perceived impacts to the adjacent neighbors and it would bring an existing undersized lot into conformance with current development standards.

Public Participation Plan

18. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting. A neighborhood meeting is also required for the Conditional Use Permit application. A combined citizen participation meeting addressing both the rezoning and conditional use permit applications was held at the Paseo Verde Christian Church on June 2, 2014. The applicant notified all property owners within a 600 foot radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting.
19. As indicated in the Citizen Participation Report prepared by the applicant, there were a total of five county property owners that attended the meeting and commented on the project. The identified underlying themes of concern were related to aspects of the proposed home business. See attached Exhibit E.
20. There have been three calls and one letter in opposition to the proposed home occupation; however, staff has received no support or opposition to the rezoning application. The proposed home occupation is the subject of a separate conditional use permit application, which is under review by staff. The application to obtain a conditional use permit for the home occupation will be brought forward for the Planning and Zoning Commission's consideration in the future.

Peoria Unified School District

21. This development lies within the boundaries of the Peoria Unified School District (PUSD). PUSD had no opinion on the proposed rezoning request as it did not impact the District.

City Review

22. As previously discussed, this request has been reviewed and commented on through the City's standard rezoning application review process. Recommended conditions of approval have been provided by the Planning, Site Development / Engineering, and Fire Safety Division as provided in the *Conditions of Approval* portion this report.

Public Notice

23. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

24. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

25. Based on the following findings:
- This rezoning request is consistent with the General Plan Residential-Estate (0-2 du/ac, target of 1 du/ac) land use designation.
 - This rezoning request is compatible with the existing adjacent neighborhood and will result in a single-family residence that is brought into conformance with current Zoning Ordinance development standards.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Case Z14-0005.

ATTACHMENTS

Exhibit A	Vicinity Map
Exhibit B	Existing General Plan Land Use Map
Exhibit C	Existing Zoning Map
Exhibit D	Proposed Zoning Map
Exhibit E	Citizen Participation Report

Prepared by: Lorie Dever
Planner

Vicinity Map



Z14-0005 Elliott Residence Rezone

Applicant: Jeff Blilie on behalf of Mr. and Mrs. Elliott

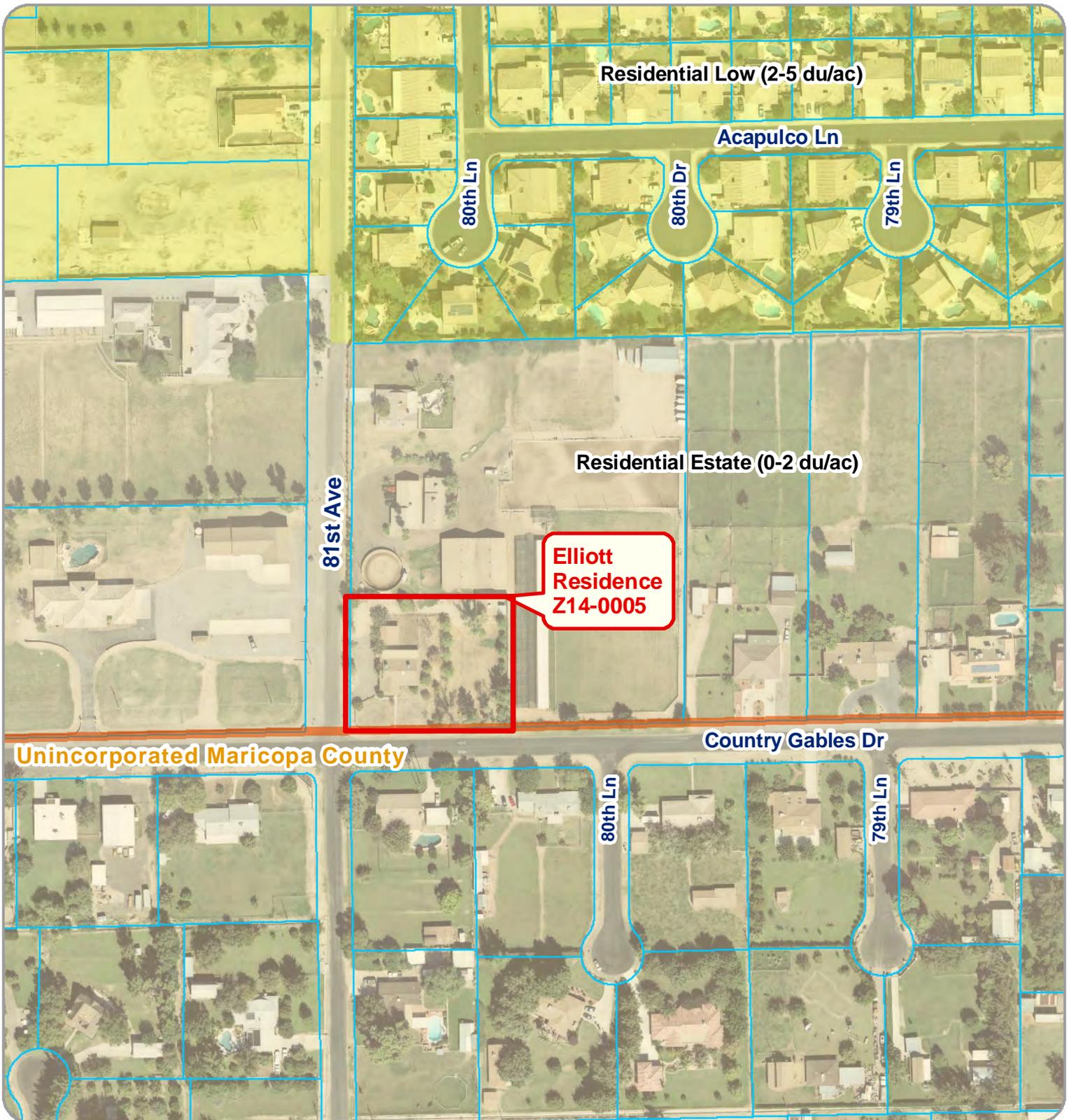
Request: Rezone approximately 1.03 gross acres from the current General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards.

Location: [REDACTED]



Exhibit A

Existing Land Use Map



Z14-0005 Elliott Residence Rezone

Applicant: Jeff Blilie on behalf of Mr. and Mrs. Elliott

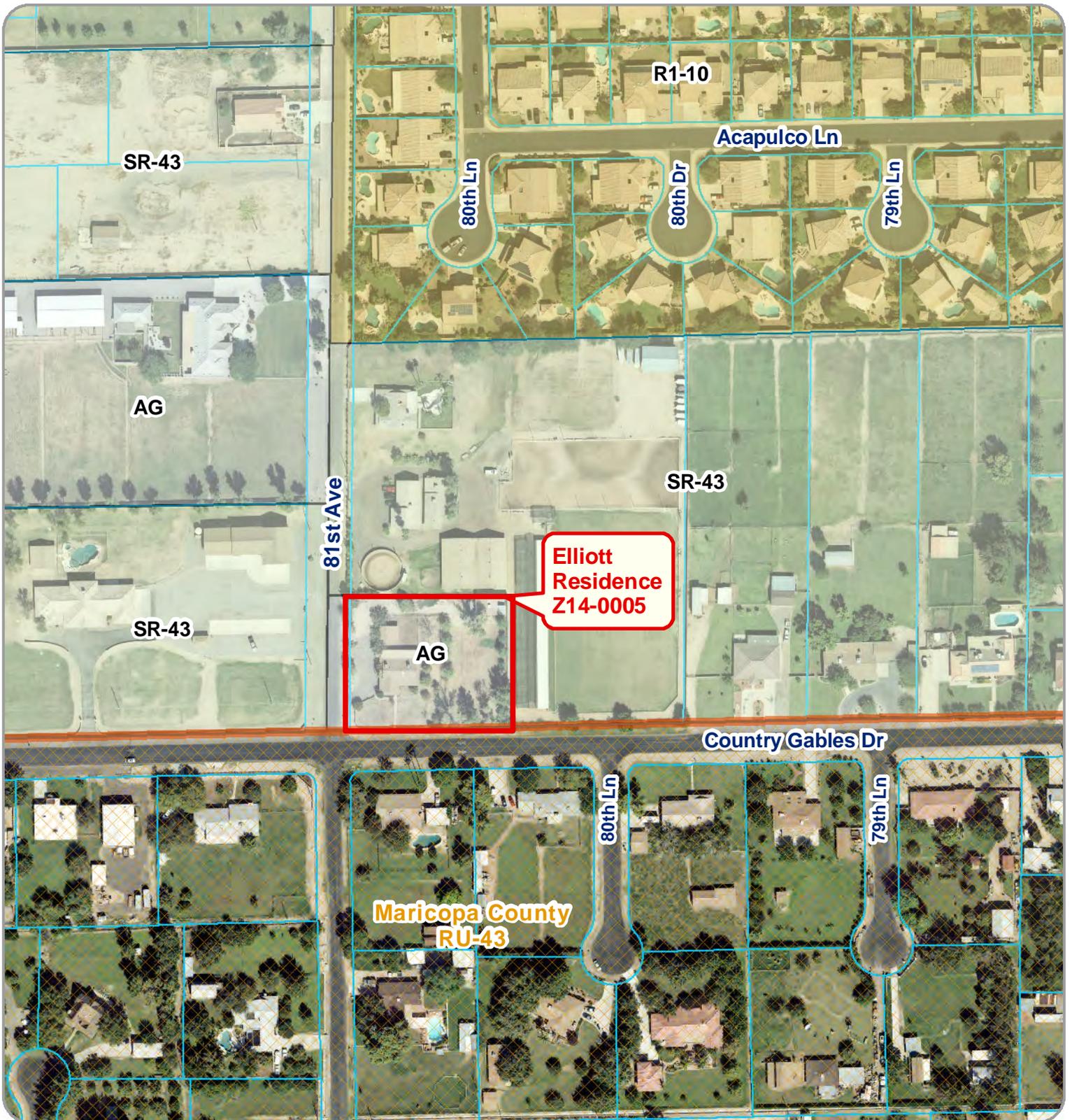
Request: Rezone approximately 1.03 gross acres from the current General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards.

Location: [REDACTED]



Exhibit B

Existing Zoning Map



Z14-0005 Elliott Residence Rezone

Applicant: Jeff Blilie on behalf of Mr. and Mrs. Elliott

Request: Rezone approximately 1.03 gross acres from the current General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards.

Location:



Exhibit C

Proposed Zoning Map



Z14-0005 Elliott Residence Rezone

Applicant: Jeff Blilie on behalf of Mr. and Mrs. Elliott

Request: Rezone approximately 1.03 gross acres from the current General Agricultural (AG) District to Suburban Ranch (SR-43) District to bring an existing undersized single-family residential lot into conformance with current development standards.

Location: [REDACTED]



Exhibit D

To: Lorie Dever, City of Peoria

Re: Neighborhood Meeting Summary about the Elliotts' Rezoning (Z14-0005) and Conditional Use Permit (CU14-0006)

The Elliotts sent a two page letter, on May 19, 2014 to 42 recipients who are on the neighborhood ownership list generated by the City of Peoria Planning Department prior to the meeting. All land owners within 600 feet of the boundary (Per Peoria Zoning Ordinance 14-39-6) were sent mailers describing the neighborhood meeting and the fact that the Elliotts were applying for a Re-zoning application and Conditional Use Permit (CUP). The same letters were also sent to any Neighborhood Association and/or Home Owners Association within a 1-mile radius of the site. Also, a sign announcing the variance has been posted at the front of the Elliotts driveway (in a conspicuous location) by the City of Peoria along 81st Avenue ingress driveway entrance, near the Right of Way (R.O.W.) that announces the upcoming meetings, times and location of said meetings.

The neighborhood meeting was held on June 2nd, 2014 at the Paseo Verde Christian Church located 7569 W. Greenway Rd. Peoria, AZ 85381.

Those who attended this meeting were:

- Vice-mayor Dr. Ron Aames and City staff Lorie Dever
- Timothy and Susan Elliott
- 5 Maricopa County residents: Robert Strom, Fred and Darlene Treguboff, William Zobava, and Dadley Westerfield
- 7 adults and 1 child in support of the Elliotts: Max Enterline, Melissa and Michael Cocanower, Melissa and Frank Larance, [REDACTED] Larance, Eddie Woods, and Brian Reed

Here are concerns and questions raised by the county side residents and responses given by the Elliotts during the meeting:

- The main concern of the neighbors on the south side of Country Gables in the County island were, that they did not want any more businesses, of any type in the neighborhood. This includes the Elliotts proposed private martial arts studio, the CUP case. The neighbors who attended were not very concerned about the re-zoning case from AG to SR-43.

The proposed home occupation use is an extremely low intensity use that will have no impact on the character of the neighborhood. There are two churches and a number of home occupations in the general area, including a rather large church across the street. The neighbors that were voicing their concerns consisted entirely of those persons living in a pocket of unincorporated Maricopa County.

- These neighbors expressed concern that more traffic, parking and noise will be bad for their neighborhood.

Traffic: *The Elliotts believe the impacts will be minimal to non-existent. The Vice Mayor seemed to support this position when he stated during the neighborhood meeting that the traffic impact would be found to be very minimal if a traffic study was conducted. The hours of operation of the private school (Mon-Friday 4:30-8pm and Saturday 11-2pm) would also help mitigate these concerns. The work week class hours in the early evenings Monday thru Friday are the same time as rush hour when traffic impacts are the highest; therefore any traffic generated by students would seem minimal during this time. Also the Saturday class hours are during low-impact traffic times, and with a typical class of 5 to 6 students inside the building at one time, the traffic generated would be very low impact during the weekend.*

Parking: *There is sufficient parking space inside the Elliotts 1-acre property for vehicles to be accommodated. The Elliotts will assure that their students or visitors will not be allowed to park outside of the Elliotts' property.*

Noise: *The Elliotts believe that the current location of the accessory structure, just under 840 square feet, in the far northeast corner of the lot, would not present a noise issue due to the large 1-acre size of the property, and that it is bound on the north and east side by a large buffer property used for horse stables. The accessory structure is also built with thick concrete masonry block walls and would by itself block much of the noise emanating from the small building when martial arts classes are in session. The Elliotts have also placed attractive wooden screen walls on the interior of the property that effectively block the view of the proposed school in the far northeast corner of the property. These walls will also help mitigate noise and block the view from the street, adding privacy to the property. Also, there are numerous trees and shrubs along the south property boundary that mitigate these same noise and potential nuisance issues. Meanwhile the very large adjacent horse property on the north and east sides of the site will further mitigate any noise or nuisance that may be observed from surrounding properties and the adjacent streets.*

ORDINANCE NO 2014-36

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM GENERAL AGRICULTURAL (AG) DISTRICT TO SUBURBAN RANCH (SR-43) DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on August 7, 2014 in zoning case Z14-0005 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from General Agricultural (AG) District to Suburban Ranch (SR-43) zoning district as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on July 25, 2014; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from General Agricultural (AG) District to Suburban Ranch (SR-43) zoning district.

SECTION 2. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

September 16, 2014
Ordinance No. 2014-36

SECTION 3: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 16th day of September, 2014.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: September 26, 2014

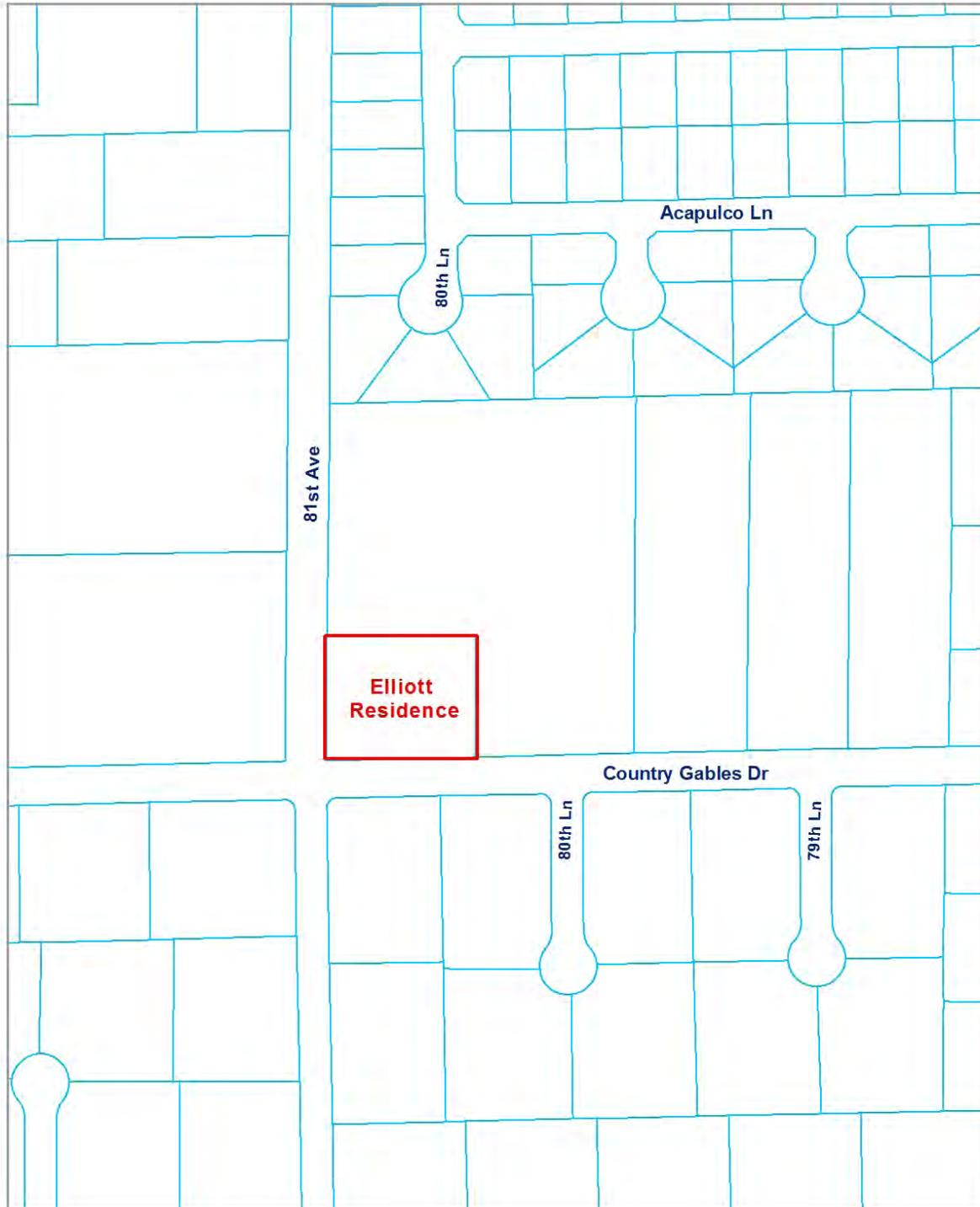
Effective Date:

EXHIBIT A

LEGAL DESCRIPTION

The South 190 feet of the West 258 of the Northeast quarter of the Northwest quarter of Section 11, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT B
Map



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 29R

Date Prepared: July 30, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: Bobby Ruiz, Fire Chief
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Authorization to Amend Cell Site Ground Lease Agreement

Purpose:

This request is for Council to approve amendment two to extend the ground lease with NCWPCS MPL 31-Year Sites Tower Holdings LLC until July 17, 2025 with 3 additional five-year extensions at Fire Station 4 (LCON02205C, A03-079).

Background/Summary:

In 2005 the City Council authorized entering into a long term ground lease for a cell tower at Fire Station 4 with New Cingular Wireless. The cell tower is approximately 50 foot in height and is at the back of the property with minimal visual impact. New Cingular Wireless has been sold to NCWPCS MPL 31-Year Sites Tower Holdings LLC and the new firm wishes to expand the site to update/upgrade their equipment and extend the contract. The current yearly lease payment would increase from \$15,816.49 to \$27,000 per year with a one time payment of \$5,500 into the general fund.

Previous Actions:

In 2005 the City Council authorized entering into a long term ground lease for a cell tower at Fire Station 4 with New Cingular Wireless (LCON02205).

Options:

A: Approve amendment two to extend the ground lease until July 17, 2025 with 3 additional 5 year extensions. Lease payments to the City will be \$27,000 per year with a 4% annual increase and a \$5,500 one time payment into the general fund.

B: Deny amendment two to extend the contract. This option may result in a legal action against the City based on the provisions contained in the Middle Class Tax Relief Act of 2012 pertaining to cell towers (i.e., expanding high-speed wireless broadband and giving better access to first responders), the City has very little ability to deny this type of request.

Staff's Recommendation:

Staff recommends the approval of amendment two to extend the ground lease until July 17, 2025 with 3 additional 5 year extensions with lease payments to the City of \$27,000 per year with a 4% annual increase and a \$5,500 one time payment.

Fiscal Analysis:

Yearly lease payments of \$27,000 would be deposited into the general fund with the \$5,500 one time fund going into the general fund.

Narrative:

Approval of the amendment to the ground lease will allow the cell site to be upgraded in time to provide better cellular coverage during the Super Bowl and will greatly increase the yearly payments to the City. The Cell Tower is a monopole and will have an antenna array at the top. The site will be expanded approximately 13 additional feet to accommodate the new equipment and cell tower.

Exhibit: Amendment 2 to Cell Site Ground Lease with NCWPCS MPL 31-Year Sites Tower Holdings LLC.

Contact Name and Number: Tom Pendley, Deputy Fire Chief, X7911
Dan Zenko, Materials Manager, X7147

Market: AZ/NM
Cell Site Number: PHNXAZP344
Cell Site Name: W Olive/99th Ave
Fixed Asset Number: 10094470

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE ("Amendment"), dated as of the latter of the signature dates below, is by and between the City of Peoria, an Arizona municipal corporation and chartered City, acting by and through its City Council, having a mailing address of 8401 W. Monroe St., Peoria, AZ 85345 ("**Landlord**") and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317, Attention: Network Legal, the successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Peoria Ground Lease, dated February 16, 2005, as amended by that certain First Amendment to Ground Lease, dated March 8, 2010, whereby Landlord leased to Tenant certain Land, therein described, that are a portion of the Property located at 9800 West Olive Avenue, Peoria, Arizona 85345 (collectively, the "Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the leased Land area; and

WHEREAS, Landlord and Tenant desire to adjust the Base Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to extend the Initial Term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to submit diagram plans to request modifications and/or replacement to equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Leased Premises.** Exhibit "A" and Exhibits "B," "B-1" and "B-2" are hereby deleted from the Lease, and Exhibit "A-1" attached hereto is inserted in its place.

Landlord hereby approves the installation of the equipment identified on Exhibit "A-1" contingent upon the installed equipment being approved through the City site plan process. However, no equipment, improvements, construction, installation or alteration shall be commenced until plans for such work has been approved by the Landlord and all the necessary permits have been properly issued. The installation of thee equipment shall be installed and constructed in a workmanlike manner and in compliance with all applicable laws, rules, ordinances and regulations. The installation of the equipment is subject to Section 5, subsection 5 a (2) through 5 d of the Agreement entitled Tenant Improvements, Plans, Bonds.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Base Rent shall be increased by Eleven Thousand One Hundred Eighty-Three and 51/100 Dollars (\$11,183.51) annually, payable in monthly installments, subject to further adjustments as provided in the Agreement. Consequently, the total amount of Base Rent payable under the Lease, as of the date of this Amendment, shall be Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00) annually, payable in monthly installments, subject to further adjustments as provided in the Agreement.
3. **One-Time Payment.** Tenant agrees to pay Landlord a one-time fee for review and approval of this Agreement in an amount Five Thousand Five Hundred and No/100 Dollars (\$5,500.00) within forty five (45) days after receipt of an invoice.
4. **Initial Term.** The Initial Term of the Agreement is hereby amended to extend through July 17, 2025. The first of the three (3) Extension Terms referred to in the Agreement, shall commence on July 18, 2025, subject to the terms and conditions of the Agreement.
5. **Notices.** Section 23 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: NCWPCS MPL 31-Year Sites Tower Holdings LLC
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

CCATT LLC Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

A copy sent to the Legal Department is an administrative step, which alone does not constitute legal notice.

If to Landlord: City of Peoria
Facilities Manager
8401 W Monroe St.
Peoria, AZ 85345

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Emergency 911 Service.** In the future, should Tenant in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services need to modify and/or replace equipment, Tenant will present diagram plans to Landlord, for Landlord to exercise its sole discretion in consideration of approval of the proposed modification and/or replacement of equipment.
7. **Memorandum of Lease.** Tenant and Landlord will, prior to execution of this Amendment, execute, acknowledge and deliver to the Landlord a recordable Memorandum of Lease substantially in the form attached hereto. Landlord shall record this memorandum at any time, in its absolute discretion.
8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGES]

"TENANT"

NCWCPS MPL 31-Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company

Its: Attorney in Fact

By: [Redacted]

Name: FRANTZ ETIENNE

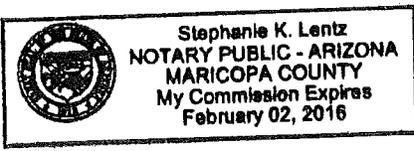
Title: RE MANAGER

Date: 8/11/14

TENANT ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On the 11th day of August 2014, before me personally appeared Frantz Etienne, and acknowledged under oath that he is the RE Manager of CCATT LLC, a Delaware limited liability company, the Attorney in Fact of NCWCPS MPL 31-Year Sites Tower Holdings LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such is authorized to execute this instrument on behalf of the Tenant.



Notary: [Redacted]

Commission Expires: 2/2/2016

EXHIBIT A – 1

Page 1 of 4

to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal and chartered City, as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

The Property is described and/or depicted as follows

PROPERTY LEGAL DESCRIPTION OF THE ENTIRE CITY PROPERTY LOCATED AT 9800 WEST OLIVE AVENUE

THAT PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA ND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28;THENCE NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, 55.02 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLIVE AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 99.99 FEET TO A POINT ON THE EASTERLY LINE OF THE NEW RIVER CHANNEL, AS DESCRIBED IN RECORDING NUMBER 1988-189368, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY LINE, 320.00 FEET TO AN ANGLE POINT;THENCE NORTH 37 DEGREES 01 MINUTE 28 SECONDS EAST, ALONG SAID EASTERLY LINE, 16.46 FEET;

THENCE SOUTH 01 DEGREE 57 MINUTES 19 SECONDS EAST, 311.63 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLIVE AVENUE;

THENCE SOUTH 88 DEGREES 02 MINUTES 41 SECONDS WEST, ALONG SAID NORTHERLY LINE, BEING PARALLEL WITH, AND 55.00 FEET DISTANT FROM, THE SOUTH LINE OF SAID SECTION 28, 263.59 FEET TO THE TRUE POINT OF BEGINNING

EXHIBIT A – 1 (B)

Page 2 of 4

to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

The Premises described and/or depicted as follows:

EXISTING LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP #14177 MARKING THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL AS SHOWN ON A SURVEY RECORDED IN BOOK 418, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 320.06 (MEASURED) TO A FOUND REBAR WITH CAP #14177 AND THE POINT OF BEGINNING;

THENCE NORTH 37 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 14.52 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST FACE OF A MASONRY WALL;

THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST ALONG SAID WALL AND THE PROLONGATION THEREOF, A DISTANCE OF 26.74 FEET TO A POINT;

THENCE DEPARTING SAID WALL, NORTH 89 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTANCE OF 8.55 FEET TO A POINT;

THENCE NORTH 00 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

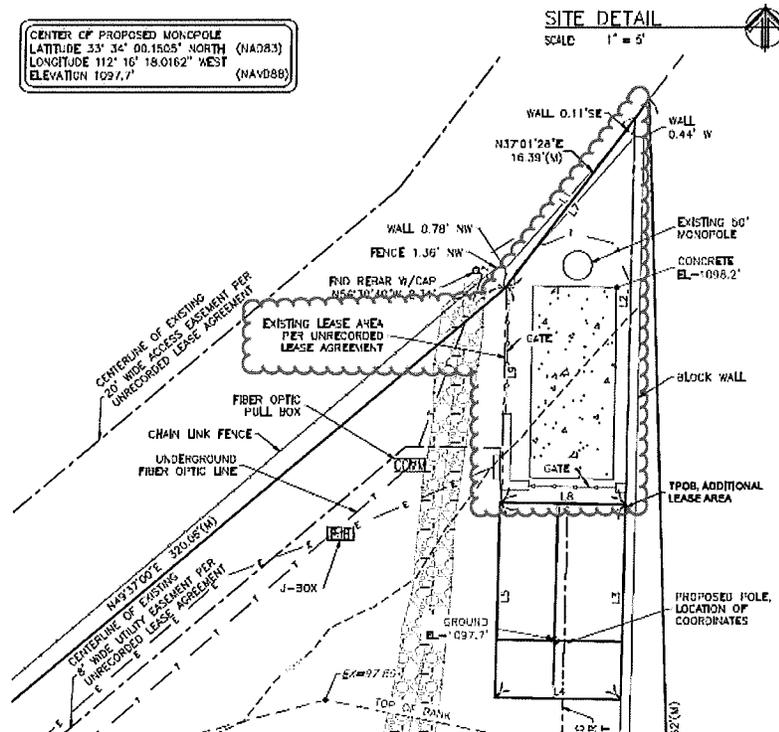


EXHIBIT A – 1 (D)

Page 4 of 4

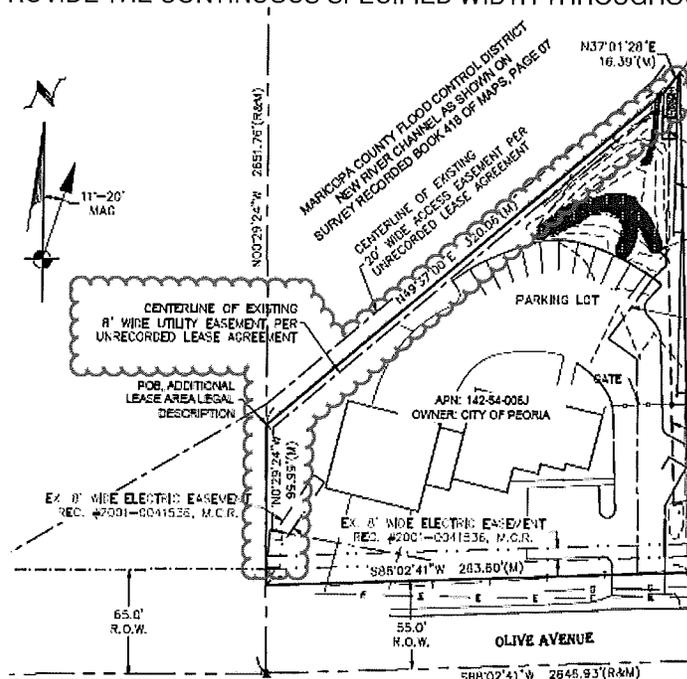
to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

The Premises described and/or depicted as follows:

UTILITY EASEMENT DESCRIPTION

AN 8.00 FOOT WIDE UTILITY EASEMENT OVER A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP #14177 MARKING THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL AS SHOWN ON A SURVEY RECORDED IN BOOK 418, PAGE 7 RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 320.06 (MEASURED) TO A FOUND REBAR WITH CAP #14177; THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 89 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTANCE OF 6.45 FEET TO A POINT BEING 4.00 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL; THENCE SOUTH 49 DEGREES 37 MINUTES 00 SECONDS WEST, PARALLEL TO AND 4.00 FEET SOUTHEASTERLY FROM SAID SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL, A DISTANCE OF 306.02 FEET TO A POINT; THENCE DEPARTING SAID SOUTHEASTERLY LINE, SOUTH 00 DEGREES 29 MINUTES 24 SECONDS EAST, PARALLEL TO AND 4.00 FEET EASTERLY FROM THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 64.33 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, SOUTH 79 DEGREES 50 MINUTES 56 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE. THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE, POINTS OF TANGENCY, POINTS OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE THE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.



A.P.N. 142-54-006J

WHEN RECORDED RETURN TO:

**City of Peoria City Clerk
8401 W. Monroe Street
Peoria, Arizona 85345**

Space above this line for Recorder's Use

**Prior recorded document(s) in Maricopa County, Arizona:
Recorded on 02/18/2005 at #20050203137**

Cell Site No. : PHNXAZP344
Cell Site Name: Olive/99th Ave
Fixed Asset Number: 10094470
State: Arizona
County: Maricopa

**MEMORANDUM OF SECOND
AMENDMENT TO
LEASE**

This Second Amendment to Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City, acting by and through its City Council, having a mailing address of 8401 W. Monroe St., Peoria, AZ 85345 ("**Landlord**") and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, having a mailing address of 208 S. Akard Street Dallas, TX 75202-4206, Attention: Network Legal ("**Tenant**").

1. Landlord and Tenant entered into a Peoria Ground Lease, dated February 16, 2005, as amended by that certain First Amendment to Ground Lease, dated March 8, 2010, and that certain Second Amendment to Ground Lease, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 9800 West Olive Avenue, Peoria, Arizona 85345 (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements.

2. A Memorandum of Lease reflecting the Agreement was recorded on 02/18/2005 at #20050203137, in the public records of Maricopa County, State of Arizona.
3. Landlord agrees to increase the size of the leased Land area to accommodate additional cabinets and additional antennas. Landlord leases to Tenant the lease Land area as more completely described on attached **Exhibit A-1**. **Exhibit A-1** hereby replaces **Exhibit A** to the Agreement.
4. This Memorandum of Second Amendment to Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Second Amendment to Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Second Amendment to Lease as of the day and year first above written.

[SIGNATURE PAGE(S) FOLLOW]

"TENANT"

NCWCPS MPL 31-Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company

Its: Attorney in Fact

By: [Redacted]

Name: FRANTZ ETIENNE

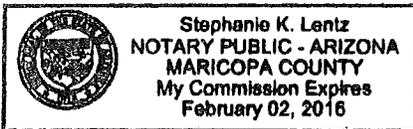
Title: RE MANAGER

Date: 8/11/14

TENANT ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On the 11th day of August, 2014, before me personally appeared Frantz Etienne, and acknowledged under oath that he is the RE Manager of CCATT LLC, a Delaware limited liability company, the Attorney in Fact of NCWCPS MPL 31-Year Sites Tower Holdings LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such is authorized to execute this instrument on behalf of the Tenant.



[Redacted Signature]

Notary Public

Commission Expires: 2/2/2016

EXHIBIT A – 1

Page 1 of 4

to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City, as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

The Property is described and/or depicted as follows

PROPERTY LEGAL DESCRIPTION OF THE ENTIRE CITY PROPERTY LOCATED AT 9800 WEST OLIVE AVENUE

THAT PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, 55.02 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLIVE AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 99.99 FEET TO A POINT ON THE EASTERLY LINE OF THE NEW RIVER CHANNEL, AS DESCRIBED IN RECORDING NUMBER 1988-189368, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY LINE, 320.00 FEET TO AN ANGLE POINT; THENCE NORTH 37 DEGREES 01 MINUTE 28 SECONDS EAST, ALONG SAID EASTERLY LINE, 16.46 FEET;

THENCE SOUTH 01 DEGREE 57 MINUTES 19 SECONDS EAST, 311.63 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLIVE AVENUE;

THENCE SOUTH 88 DEGREES 02 MINUTES 41 SECONDS WEST, ALONG SAID NORTHERLY LINE, BEING PARALLEL WITH, AND 55.00 FEET DISTANT FROM, THE SOUTH LINE OF SAID SECTION 28, 263.59 FEET TO THE TRUE POINT OF BEGINNING

EXHIBIT A – 1 (B)

Page 2 of 4

to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

The Premises described and/or depicted as follows:

EXISTING LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP #14177 MARKING THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL AS SHOWN ON A SURVEY RECORDED IN BOOK 418, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 320.06 (MEASURED) TO A FOUND REBAR WITH CAP #14177 AND THE POINT OF BEGINNING;
THENCE NORTH 37 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 14.52 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST FACE OF A MASONRY WALL;
THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST ALONG SAID WALL AND THE PROLONGATION THEREOF, A DISTANCE OF 26.74 FEET TO A POINT;
THENCE DEPARTING SAID WALL, NORTH 89 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTANCE OF 8.55 FEET TO A POINT;
THENCE NORTH 00 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

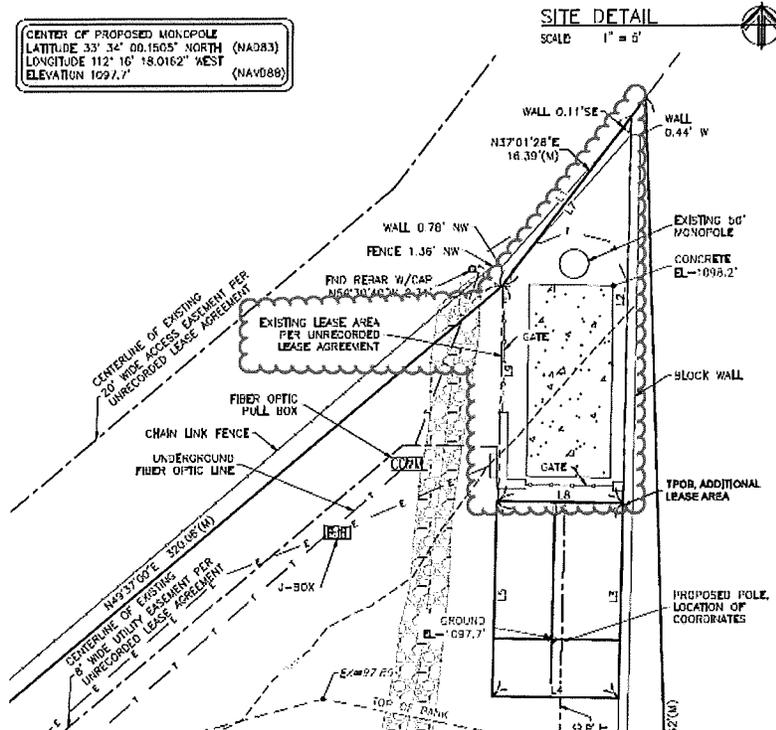


EXHIBIT A – 1 (C)

to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

The Premises described and/or depicted as follows:

ADDITIONAL LEASE AREA LEGAL DESCRIPTION

THAT PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 1991-460436, RECORDS OF MARICOPA COUNTY, ARIZONA BEING THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL AS SHOWN ON A SURVEY RECORDED IN BOOK 418, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 320.06 FEET (MEASURED) TO AN ANGLE POINT; THENCE NORTH 37 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG SAID EASTERLY LINE, 14.74 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST FACE OF MASONRY WALL; THENCE SOUTH 00 DEGREE 56 MINUTES 04 SECONDS WEST, 26.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST, 13.50 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 56 SECONDS WEST, 8.67 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 04 SECONDS EAST, 13.50 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 56 SECONDS EAST, 8.67 FEET TO THE TRUE POINT OF BEGINNING.

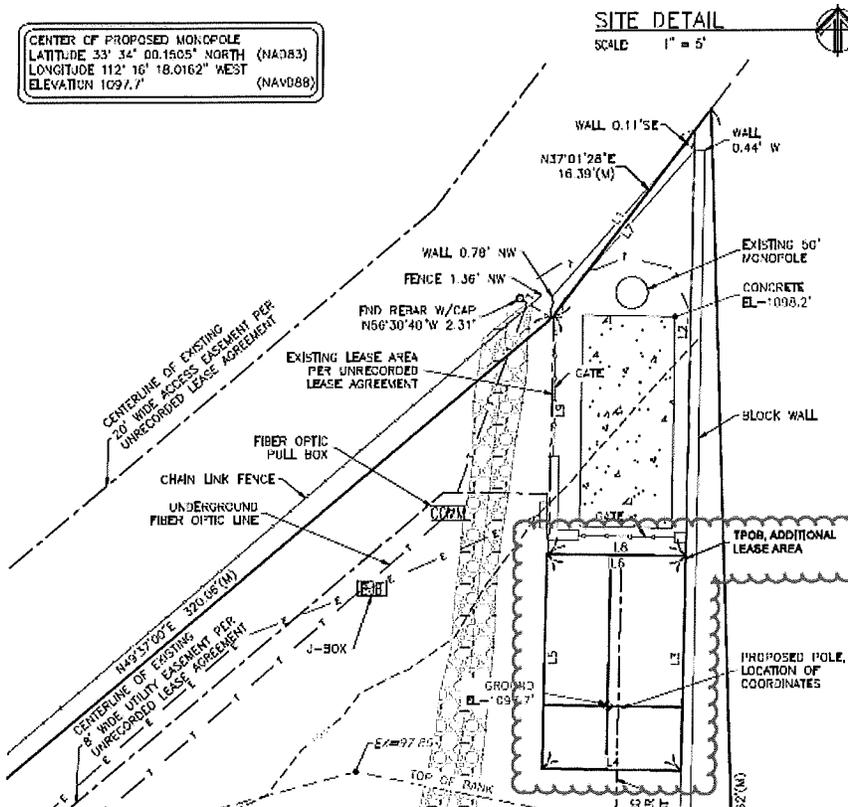


EXHIBIT A – 1 (D)

Page 4 of 4

to the Second Amendment dated _____, 2014, by and between City of Peoria, an Arizona municipal corporation and chartered City as Landlord, and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, as Tenant.

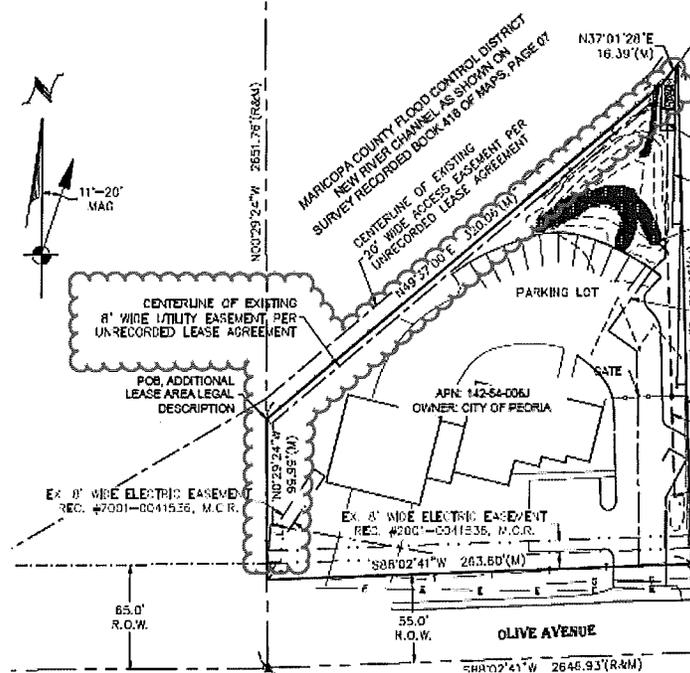
The Premises described and/or depicted as follows:

UTILITY EASEMENT DESCRIPTION

AN 8.00 FOOT WIDE UTILITY EASEMENT OVER A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP #14177 MARKING THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL AS SHOWN ON A SURVEY RECORDED IN BOOK 418, PAGE 7 RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 320.06 (MEASURED) TO A FOUND REBAR WITH CAP #14177; THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 89 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTANCE OF 6.45 FEET TO A POINT BEING 4.00 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL; THENCE SOUTH 49 DEGREES 37 MINUTES 00 SECONDS WEST, PARALLEL TO AND 4.00 FEET SOUTHEASTERLY FROM SAID SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL, A DISTANCE OF 306.02 FEET TO A POINT; THENCE DEPARTING SAID SOUTHEASTERLY LINE, SOUTH 00 DEGREES 29 MINUTES 24 SECONDS EAST, PARALLEL TO AND 4.00 FEET EASTERLY FROM THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 64.33 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, SOUTH 79 DEGREES 50 MINUTES 56 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE, POINTS OF TANGENCY, POINTS OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE THE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 30R

Date Prepared: 08/20/14

Council Meeting Date: 09/16/14

TO: Carl Swenson, City Manager
FROM: Bobby Ruiz, Fire Chief
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Emergency Transportation Services Contract Extension

Purpose:

To accept a final one year contract extension for Emergency Transportation Services with Professional Medical Transport (PMT).

Background/Summary:

The Emergency Transportation Services (Ambulance) contract with PMT has one final contract extension left for a term of one year. This contract extension will run from August 18, 2014 to August 17, 2015. There are no amendments or proposed changes in this one year contract extension.

The Emergency Transportation Services Contract is scheduled to go to RFP in the coming year.

Previous Actions:

The Council Previously approved the initial contract in August 2010. The initial contract was for three years with the option for 2, twelve month extensions. In August 2013 the Council approved a 12 month extension expiring on August 17, 2014. The extension approved in August 2014 included amendments to the contract. The proposed extension from August 18, 2014 to August 17, 2015 does not have any amendments or proposed changes.

Options:

- A:** Accept the 1 year contract extension.
- B:** Decline the one year contract extension resulting in no contracted ambulances services.

Staff's Recommendation:

Accept the one year contract extension.

Fiscal Analysis:

The Emergency Transportation Services Contract resulted in the following reimbursements for FY 14.

Advanced Life Support (ALS) Ride-in fees = \$538,471
Pharmaceutical offset = \$6070
Rent (Station 199, Lake Pleasant) = \$12,840
Staffing Costs offset (Rescue 199, Lake Pleasant) = \$69,175

Narrative:

The Fire Department feels that accepting the one year extension is in the best interest of the City and provides time to explore options related to future Emergency Transportation Services in the coming year.

Exhibit(s):

Contract Amendment for Extension P10-0041

Contact Name and Number:

Emergency Transportation Services
LCON04510C



CONTRACT AMENDMENT

Solicitation No. P10-0041

Page 1 of 1

Description: Emergency Transportation Services

Amendment No. Three (3)

Date: May 5, 2014

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Dan Zenko, CPPB

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on **August 17, 2014**.

The Emergency Transportation Services Contract, P10-0041 is hereby amended as follows:

Page 20 of 39, Paragraph 66, Contract Extension

The contract is hereby extended for a period of 12 months.

New contract term is: **August 18, 2014 to August 17, 2015**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>7-30-14</u>	Scott Bartos, Chief Executive Officer	Professional Medical Transport, Inc.
Signature	Date	Typed Name and Title	Company Name
<u>222 E. Main Street</u>	<u>Mesa</u>	<u>AZ</u>	<u>85201</u>
Address	City	State	Zip Code

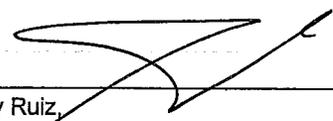
Attested By:

Rhonda Geriminsky, City Clerk

CC Number

LCON04510C
Contract Number

City Seal
Copyright 2003
City of Peoria, Arizona


Bobby Ruiz,
Fire Chief


Jim Bratcher,
EMS Chief

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

_____ , _____ , at Peoria, Arizona

Carl Swenson, City Manager



City Council Calendar

Color Key:
City Council

< August	September 2014						October >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2 <u>**CANCELLED**</u> <u>Regular City Council Meeting</u> <u>**CANCELLED**</u> <u>Special Meeting & Study Session</u>	3	4	5	6	
7	8	9 <u>Council Subcommittee on Policy and Appointments Meeting</u>	10	11	12	13	
14	15	16 <u>Special Meeting & Study Session</u> <u>Regular City Council Meeting</u>	17	18	19	20	
21	22	23 <u>City Council Subcommittee on Community Culture & Public Safety</u>	24	25	26	27	
28	29	30					



City Council Calendar

Color Key:
City Council

< September	October 2014						November >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	
5	6	<u>7</u> Regular City Council Meeting Special Meeting & Study Session	8	9	10	11	
12	13	14	15	16	17	18	
19	20	<u>21</u> Regular City Council Meeting Special Meeting & Study Session	<u>22</u> Council Subcommittee on Policy and Appointments Meeting	23	24	25	
26	27	<u>28</u> City Council Subcommittee on Community Culture & Public Safety	29	30	31		

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

Agenda Item: RCM 32A

Date Prepared: August 19, 2014

Council Meeting Date: September 16, 2014

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, x5143

**Peoria Council Subcommittees
Updated 19 August 2014**

**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	7/3/2012
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session. Completed	7/3/2012
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	12/4/2012
Jeff Tyne / Susan D	Youth Master Plan	4/9/2012	Forward item to study session. Completed	9/4/2012
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

**Peoria Council Subcommittees
Updated 19 August 2014**

Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session. Completed	Regular Council Meeting 6/19/12
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Informational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control	9/10/2012	Discussion only. Completed	NA
Carlo Leone	Residential Parking	11/15/2012	Item discussed. Forward to Council Study Session.	4/1/2014
Carlo Leone	Dirt Ordinance	11/15/2012	Discussion only. Completed	NA
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Informational 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	11/13/2012
Ron Aames	Roadside Memorials	11/15/2012	Discussion only. Completed	NA
Carlo Leone	Feeding Nuisance Animals	9/10/2012	Item was discussed. Staff will draft ordinance to present at a Council Study Session. (9/10/12)	
Ron Aames	Permissible Number of Animals per Residence	9/10/2012	Discussion only. Completed	NA
Carlo Leone	Policy of Swine in Peoria	1/28/2014	Item was discussed. Forward item to Council Study Session. Completed.	

**Peoria Council Subcommittees
Updated 19 August 2014**

**General Government
Subcommittee**

Submitter	Subject	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.	7/3/2012 10/23/2012
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.	Regular Agenda 7/3/12
Katie Gregory	Development Service User Fees	2/13/2012	Forward to Council Study Session. Completed	7/3/2012
Ron Aames	Taxes	9/18/2013	Item was discussed. Forward to Council Study Session. Completed	12/6/2013
Ron Aames	City Financing Program	9/18/2013	Item was discussed. Forward to Council Study Session. Completed	12/6/2013

Peoria Council Subcommittees

Updated 19 August 2014

Tony Rivero	Procurement Process	5/21/2014	Item was discussed. Forward to Council Study Session. Completed	
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**Peoria Council Subcommittees
Updated 19 August 2014**

Policy and Appointments Subcommittee		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
Rhonda Geriminsky	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

Peoria Council Subcommittees

Updated 19 August 2014

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). Subcommittee procedures are addressed in CP 1-6. Completed	NA
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

Peoria Council Subcommittees

Updated 19 August 2014

Susan Thorpe	Council Code of Ethics	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	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). Consensus to forward draft policy to Study Session (9/11/2012). Completed.	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	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). Consensus to forward draft policy to Study Session (9/11/2012). Completed	
Rhonda Geriminsky	Youth Master Plan Initiative	3/20/2013 6/11/2013	Item was discussed. City Attorney will draft some ideas on how youth can be involved in committees (3/20/2013). Item was discussed and forward to study session (6/11/2013). Completed	2/25/2014
Rhonda Geriminsky	2013 Board and Commission Recognition Event	3/20/2013	Item was discussed. Staff will identify potential dates for the event (3/20/2013). Completed	NA

**Peoria Council Subcommittees
Updated 19 August 2014**

Rhonda Geriminsky	2013 and 2014 Board and Commission Recognition Events	8/13/2013	Item was discussed. Staff will continue to gather options for holding the next recognition event. (8/13/2013)	NA
John Sefton	Youth Advisory Board Council Liaison Interviews	9/10/2013	Interviews were conducted. Recommendations will be forwarded to the Council for the Council Youth Liaison and the Council Youth Liaison Alternate.	10/1/2013
Steve Kemp	Proposed Charter Amendment to allow council members to place agenda items on regular city council meetings and special meetings	2/11/2014	Item was discussed. Forward to Council Study Session. Completed	3/25/2014
Steve Kemp	Proposed Charter Amendment as to Council Assistants	2/11/2014	Item was discussed. Forward to Council Study Session. Completed	3/25/2014
Steve Kemp	Proposed City Charter Amendment as to a City Treasurer Position	2/11/2014	Item was discussed. Forward to Council Study Session. Completed	3/25/2014
Rhonda Geriminsky	2015 Board and Commission Recognition Event	8/18/2014	Item was discussed. Item will be brought back to subcommittee for further discussion. (8/18/2014)	
John Sefton	Youth Advisory Board Council Liaison Interviews	7/24/2014	Interviews were conducted. Recommendations will be forwarded to the Council appointment and possible change to the policy.	

**Peoria Council Subcommittees
Updated 19 August 2014**

**Sustainable
Development and
Public Services
Subcommittee**

Submitter	Subject	Sub-committee agenda date	Action	Study Session
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. Completed	8/21/2012
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

**Peoria Council Subcommittees
Updated 19 August 2014**

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	8/21/2012
Chris Jacques	Senate Bill 1598-Aggregate Mining	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed	8/21/2012
Carlo Leone	Street Maintenance	11/7/2012	Item was discussed. No further action needed. Completed	NA
Ron Aames	Maintaining Traffic During Construction of Street Projects	5/8/2013	Item was discussed. No further action needed. Completed	NA
Carlo Leone	Code Amendment - Placement of Trash Receptacles	11/6/2013	Item was discussed. Forward item to Study Session. Completed	4/1/2014

Date Prepared: 9/2/14

Council Meeting Date: 9/16/14

TO: Mayor and City Council

FROM: Bo Larsen, Director of Communications

THROUGH: Carl Swenson – City Manager’s Report

SUBJECT: City of Peoria activities surrounding the NFL Pro Bowl and Super Bowl

Summary:

The West Valley, more specifically, Glendale is again host to the 49th National Football League Super Bowl. This is a major event for any city drawing tens of thousands of visitors from around the country to our region, as well as all of the national exposure leading up to the big game.

In addition, the NFL is also having the Pro Bowl the week prior at University of Phoenix Stadium. Though not nearly as big as the Super Bowl, it will attract visitors and provide opportunities for regional cities and businesses.

The City of Peoria, through the Office of Communications, Community Services Department and the Economic Development Services department, made a collective and strategic decision to not compete within the large-scale ‘Party’ scene. Doing so would cost significant resources (financial, staff time, and public safety). Instead we are focusing our efforts on creating activities and events that are within the operations capacity, but are unique and oriented to making every day “Super” in Peoria....

The following activities are planned for the region during the Super Bowl week experience:

- 8-person Flag Football
- Super Day 10K
- Sports Health and Safety Symposium
- Fish Bowl 2015

It is estimated that because of the revenue potential, there will be minimal impact to the bottom line, however, these programs are above and beyond the current authorized expenditures.

Exhibit(s):

Exhibit 1: Council Presentation – Super Bowl pptx.

Exhibit 2:

Contact Name and Number:

Bo Larsen

623-773-7934

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

Agenda Item: RCM 32C

Date Prepared: August 28, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: ParkFest! @ Westbrook Village

Summary:

Community Services, Neighborhood Resources, and Public Safety are set to engage Peoria in the second year of *ParkFest!* events. Neighborhoods will be brought together with free, fun, entertaining and informative activities. *ParkFest!* events are designed to connect the community by introducing neighbors and providing information about city services through a unique and creative festival atmosphere. FY '15 activities will contain many of the same exciting elements provided in the first year of the program as well as some fresh and innovative activities to enhance these dynamic neighborhood experiences.

ParkFest! @ Westbrook Village, Vistas Recreation Center, 18825 N. Country Club Parkway, will be the first in the series of six events scheduled for FY '15. On Sunday, October 5 from 4-7pm, this event will feature live music, dancing, free food, and more.

ParkFest! @ Westbrook Village, has taken a unique approach to the event series targeting the "active adult" community in Peoria. This will ideally be an opportunity for this population to enjoy some live entertainment, get active, and work on maintaining a healthy lifestyle year round.

The *ParkFest!* events were originally inspired by Mayor and Council through the City's annual budget process utilizing the City Special Events team. The goal for these events in FY '15 is to enhance and expand on what was done the first year and continue to celebrate diverse populations and bring neighborhoods together in Peoria.

Exhibit(s): N/A

Contact Name and Number: Matt Kalcevich (623)773-7133

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

Agenda Item: RCM 32D

Date Prepared: August 28, 2014

Council Meeting Date: September 16, 2014

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Jeff Tyne, Deputy City Manger
SUBJECT: Fiesta Peoria

Summary:

The Fiesta Peoria event will celebrate the rich Hispanic heritage, history and culture of Mexico and Latin America countries that celebrate their independence during the month of September. Fiesta Peoria will include a variety of live entertainment, traditional foods, and interactive activities for the entire family to enjoy.

Headlining the list of entertainment on Saturday, September 27 is *The Texas Tornados*. They have been recognized as the ultimate Tex-Mex super group. The *Texas Tornado's* play an infectious, party-ready sound, blending early rock & roll, Mexican folk music, R&B, blues, and whatever other roots music have crossed their paths over their nearly 30 year careers.

Other acts on Saturday include *The Family Stone*, featuring original founding members, Rock & Roll Hall of fame inductees, and R&B Pioneer Award Winners Jerry Martini, Cynthia Robinson, and Greg Errico. This first inter-racial / inter-gender band in Rock & Roll history will bring you the hits of *Sly & The Family Stone*. We are also proud to have *El Chicano*, one of the most successful L.A. Latin Rock recording artists. Over a 40 year span, *El Chicano* has garnered five gold records and recorded ten LP's. Their music has been included in over 50 compilations, and has also been used on several major movies and television shows.

Other event activities include softball and soccer tournaments that will run the duration of the weekend, a 5K run on Friday night, as well as local entertainment and kids activities throughout the event.

Event times are 6-10 p.m. on Friday and 4-10 p.m. on Saturday. General admission is \$5/per person and VIP tickets are \$30/per person. Children 12 and under are free.

Parking will be at the Peoria City Hall parking garages. Enter at North 83rd Avenue and West Cinnabar Avenue, across from the Peoria Public Safety Building (8351 W. Cinnabar Avenue). Shuttle service to and from the park will run from the garages beginning a half hour after the start of the event on Saturday, September 27.

Flyer: Fiesta Peoria

Contact: Matt Kalcevich (623)773-7133

2014 FIESTA PEORIA 4



Sept 26-27, 2014

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