

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 17C
Amend No. _____

Date prepared: October 27, 2008

Council Meeting Date: November 18, 2008

TO: Honorable Mayor and Council
FROM: Councilmember Vicki Hunt
PREPARED BY: Terri Smith; Council Assistant 
SUBJECT: Request for Authorization to Expend \$12,200 in Council District Funds

RECOMMENDATION:

A. That the Mayor and Council authorize a waiver of the District Funds Policy to allow District Funds to be used for a request that is subject to the normal budget process.

B. That the Mayor and Council authorize the expenditure of a total of \$12,200 in Council District Funds from accounts 1000-0300-522041-02016, 1000-0300-522042-02017, 1000-0300-522043-02018, 1000-0300-522045-02020, 1000-0300-522047-02022 for the purpose of constructing a 10' high chain link perimeter fence adjacent to the outdoor sport courts at Ira Murphy Elementary School.

SUMMARY:

The outdoor sport courts at Ira Murphy Elementary School currently are separated from Murphy Park by a chain link fence with a gate. During school activity hours the courts are used exclusively by the school. After those hours, access to the courts for local residents is provided via the unlocked gate. The city previously installed lights on the courts.

In April, 2008 school administrators expressed concern about vandalism that had occurred on the school campus that was, in part, attributed to after-hours access. At the request of the school, the city pursued options to enclose the court with fencing and a gate on each the park side and the school side.

Unfortunately, before the evaluation process could be completed, the City adopted its final budget and this project was not included. Because of the vandalism, use of the

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

court facilities is restricted. This project will allow use of these facilities and meet a major recreational need in this area immediately, rather than waiting for the following year budget process.

Councilmembers Hunt, Evans, and Aames, as well as Vice Mayor Carlat and Mayor Barrett combined to donate \$12,200 in District Funds to apply toward this project. In addition, Salt River Project donated \$2,500 to complete the funding requirement. The total project cost is \$14,656.90.

ATTACHMENT: Vendor Quote



REVISED AGREEMENT

895 W. Elwood St. Bld. 2
 Phoenix, AZ 85041
 PHONE: (602) 243-0993
 FAX: (602) 243-2778
 ROC 122228, 122229

COMMERCIAL/INDUSTRIAL CHAIN LINK • ELECTRIC GATE OPERATORS • TENNIS COURT FENCES • BACKSTOPS & SCHOOL FENCES

CUSTOMER(S) CITY OF PEORIA		ATTN: TERRI SMITH	
BILLING ADDRESS			
CITY		STATE	ZIP
PHONE	FAX	MOBILE	

DATE 8/28/2008		
JOB MURPHY ES BASKETBALL COURTS		
DELIVERY SITE OR JOB ADDRESS 7231 W. NORTH LANE		
CITY PEORIA	STATE	ZIP

BROWN'S CUSTOM FENCE AGREES TO PROVIDE THE FOLLOWING:

OPTION 1 - \$18,183.71 INCL. TAX

323 LF OF 12' HIGH CHAIN LINK AND 2 GATES TO MATCH EXISTING FENCE PER ATTACHED DRAWINGS

OPTION 2 - \$14,656.90 INCL. TAX

SAME LAYOUT AS OPTION 1, BUT FENCE TO BE 10' HIGH WITH TOP & BOTTOM RAIL ONLY (NO MID RAIL)

INCLUDES 1% MOHAVE FEE

EXCLUSIONS:

STAKING, GRADING, CLEARING, PERMITS, BONDS, LOCKS, KNOX BOXES OR OTHER FIRE DEPT. REQUIREMENTS, PANIC HARDWARE, MOW STRIPS, GROUNDING

FOR PAYMENT AS FOLLOWS:

TERMS:	<input type="checkbox"/> BALANCE UPON COMPLETION	NET SUM	SEE ABOVE
	<input type="checkbox"/> DEPOSIT	SALES TAX	
	<input checked="" type="checkbox"/> OTHER	BUILDING PERMIT	NONE
	<u>NET 30 DAYS</u>	TOTAL	

ACCEPTANCE: This agreement when signed by the customer(s) and BROWN'S CUSTOM FENCE CO. becomes a contract between the two parties and is not subject to cancellation. The customer(s) agree(s) to furnish and be responsible for fence lines (location of fence) and grades. This contract does not include any grading, surveying, or the removal any fence or plants unless specified in writing above. Upon default in payment according to the terms and conditions stated above, the entire balance is immediately due and payable with interest at 1 1/2 % per month, 18% per annum, from the date of default until paid. In the event it becomes necessary to employ an attorney or collection agency to collect this amount, or any part thereof, it is agreed by and between the parties that the customer(s) shall be liable for attorney's fees or collection costs plus any court costs if incurred. It is further agreed by and between the parties hereto that title to the property herein contracted for including any and all equipment and materials supplied or delivered to the job site and installed or affixed thereto shall remain in BROWN'S CUSTOM FENCE CO., the seller, until such time as the contract is fully performed and all amounts are paid. It is further agreed that BROWN'S CUSTOM FENCE CO. shall have the right to perfect any mechanical or materialsman's liens and provided by Arizona law which they may deem necessary in order to protect their interest herein and upon breach of this contract by the customer(s), seller has the right to retake the property and enter buyers' premises in order to effectuate any right referred to herein. PLEASE NOTE: BROWN'S CUSTOM FENCE CO. is not responsible for breakage of underground sprinkler or other lines not accessible to blue staking or the true location of property lines.

SELLER: BROWN'S CUSTOM FENCE
EMAIL - sbiddle@bcfence.com

I HAVE READ AND AGREE TO THE PROVISIONS AS STATED IN THIS AGREEMENT

BCF JOB NO.	DATE 8/28/2008	CUSTOMER'S SIGNATURE	
SIGNATURE	(MOB) 602-501-9384	PRINTED NAME	TITLE
PRINTED NAME SCOTT BIDDLE 602-501-9384	TITLE PROJ. MGR.	CUSTOMER'S P.O.	DATE



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CUSTOMER(S) CITY OF PEORIA		ATTN: TERRI SMITH	
BILLING ADDRESS			
CITY		STATE	ZIP
PHONE	FAX	MOBILE	

DATE 8/20/2008		
JOB MURPHY ES BASKETBALL COURTS		
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323 LF OF 12' HIGH CHAIN LINK AND 2 GATES TO MATCH EXISTING FENCE PER ATTACHED DRAWINGS

INCLUDES 1% MOHAVE FEE

**PLEASE ISSUE P.O. TO:
 BROWNS CUSTOM FENCE
 MOHAVE CONTRACT NUMBER:
 05K-BCF-0928**

EXCLUSIONS:

STAKING, GRADING, CLEARING, PERMITS, BONDS, LOCKS, KNOX BOXES OR OTHER FIRE DEPT. REQUIREMENTS, PANIC HARDWARE, MOW STRIPS, GROUNDING

FOR PAYMENT AS FOLLOWS:

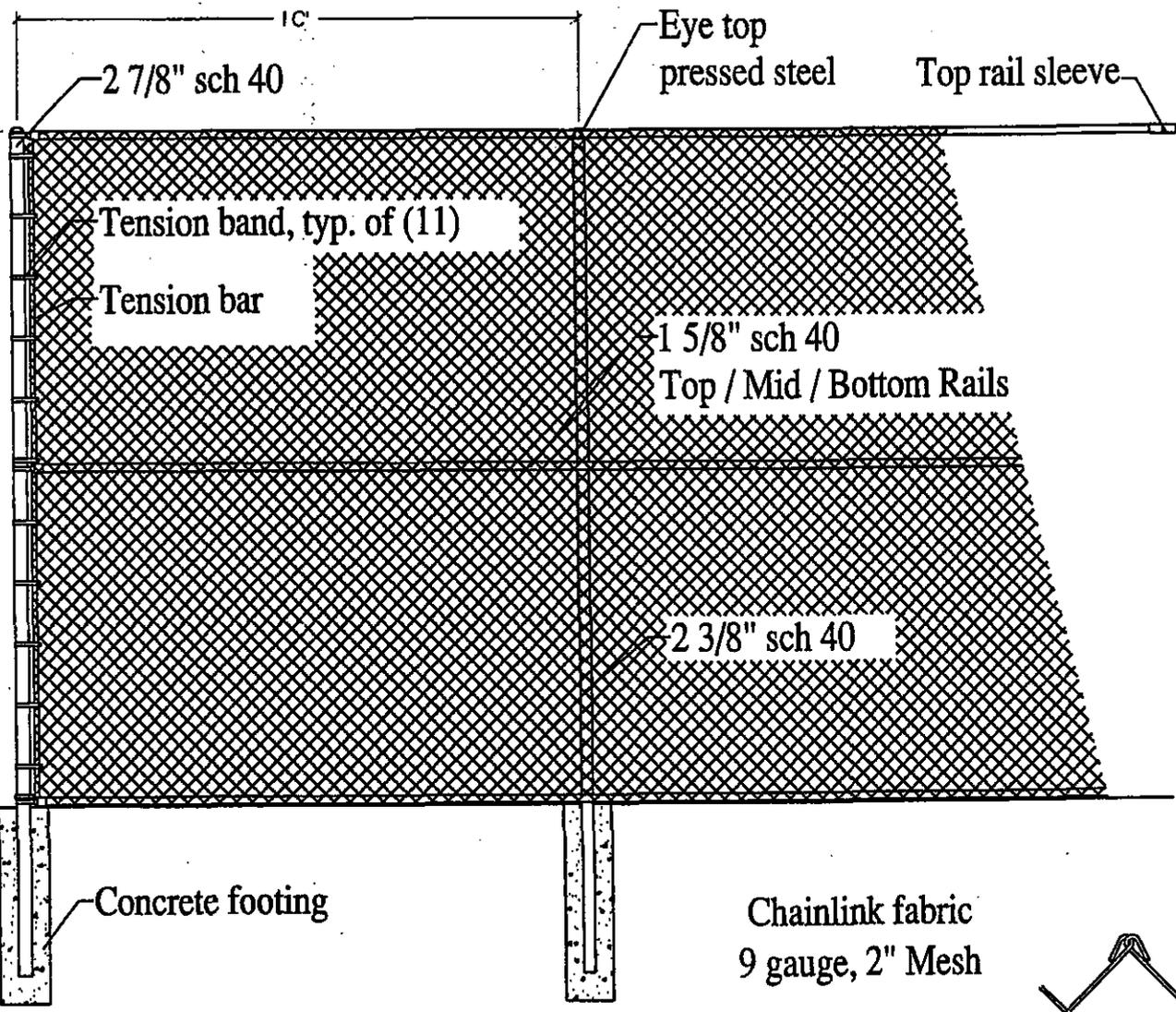
TERMS:	<input type="checkbox"/> BALANCE UPON COMPLETION	NET SUM	\$17,274.22
	<input type="checkbox"/> DEPOSIT	SALES TAX	\$909.49
	<input checked="" type="checkbox"/> OTHER	BUILDING PERMIT	NONE
	<u>NET 30 DAYS</u>	TOTAL	\$18,183.71

ACCEPTANCE: This agreement when signed by the customer(s) and BROWN'S CUSTOM FENCE CO. becomes a contract between the two parties and is not subject to cancellation. The customer(s) agree(s) to furnish and be responsible for fence lines (location of fence) and grades. This contract does not include any grading, surveying, or the removal any fence or plants unless specified in writing above. Upon default in payment according to the terms and conditions stated above, the entire balance is immediately due and payable with interest at 1 1/2 % per month, 18% per annum, from the date of default until paid. In the event it becomes necessary to employ an attorney or collection agency to collect this amount, or any part thereof, it is agreed by and between the parties that the customer(s) shall be liable for attorney's fees or collection costs plus any court costs if incurred. It is further agreed by and between the parties hereto that title to the property herein contracted for including any and all equipment and materials supplied or delivered to the job site and installed or affixed thereto shall remain in BROWN'S CUSTOM FENCE CO., the seller, until such time as the contract is fully performed and all amounts are paid. It is further agreed that BROWN'S CUSTOM FENCE CO. shall have the right to perfect any mechanical or materialman's liens and provided by Arizona law which they may deem necessary in order to protect their interest herein and upon breach of this contract by the customer(s), seller has the right to retake the property and enter buyers' premises in order to effectuate any right referred to herein. PLEASE NOTE: BROWNS CUSTOM FENCE CO. is not responsible for breakage of underground sprinkler or other lines not accessible to blue staking or the true location of property lines.

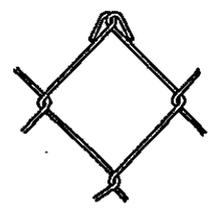
SELLER: BROWN'S CUSTOM FENCE
EMAIL - sbiddle@bcfence.com

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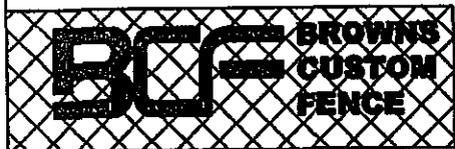
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PRINTED NAME SCOTT BIDDLE 602-501-9384	TITLE PROJ. MGR.	CUSTOMER'S P.O.	DATE



Chainlink fabric
9 gauge, 2" Mesh

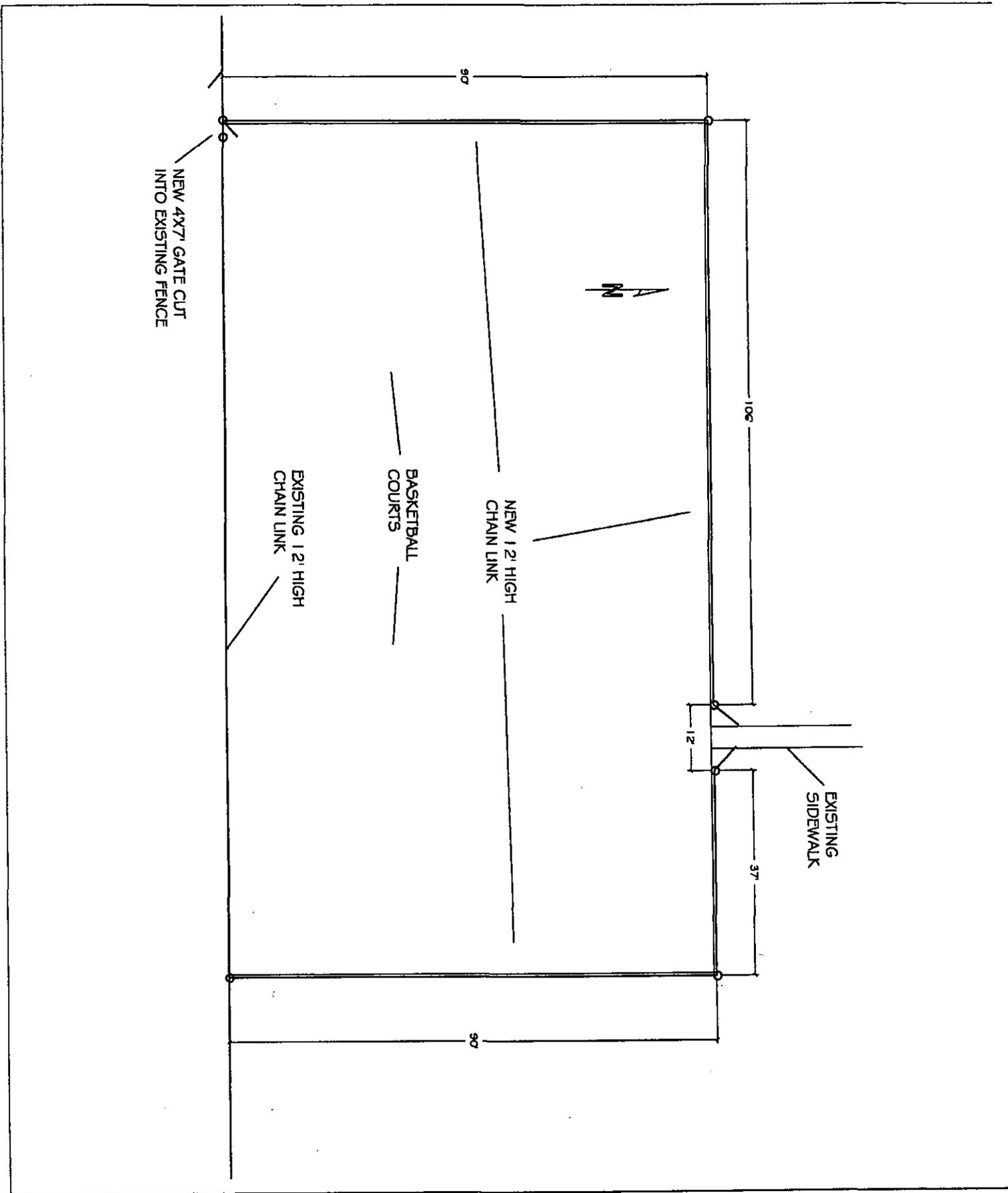


FENCE DETAILS

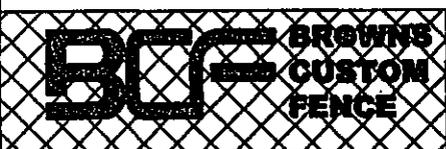


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Phoenix, AZ 85041
PHONE: (602) 243-0993
FAX: (602) 243-2778
ROC122228
ROC122229

PROJECT	MURPHY ES	DRAWING 2
DATE	8/21/08	
DRAWN BY:	D. ROBERTS	
SCALE	N.T.S.	



BASKETBALL COURTS



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 Phoenix, AZ 85041
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 ROC122229

PROJECT	MURPHY E5	DRAWING
DATE	8-20-08	
DRAWN BY:	D. ROBERTS	
SCALE	N.T.S.	