

# City Council Meeting Notice & Agenda

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Tuesday, October 09, 2012

City Council Chamber  
8401 West Monroe Street  
Peoria, AZ 85345

## Regular Meeting 7:00 P.M. Convene

**Pledge of Allegiance**  
**Roll Call**

**Final Call To Submit Speaker Request Forms**  
**Presentation**

1. Christmas for the Troops

### 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

#### **2C** Disposition of Absence

Discussion and possible action to excuse the absence of Councilmember Tony Rivero from the Special Meeting held at 5:00 p.m. on September 11, 2012.

#### **3C** Minutes

Discussion and possible action to approve the following City Council Meeting minutes:

September 11, 2012  
September 18, 2012

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Mayor  
Bob Barrett

Palo Verde  
District  
Ron Aames,  
Vice Mayor

Acacia  
District  
Tony Rivero

Ironwood  
District  
Dave Pearson

Mesquite  
District  
Cathy Carlat

Pine  
District  
Carlo Leone

Willow  
District  
Joan Evans

**4C Grant-In-Aid, Fiscal Agent Agreement, Tohono O'odham Nation**

Discussion and possible action to approve: (a) a Grant-In-Aid Fiscal Agent Agreement with the Tohono O'odham Nation on behalf of Benevilla regarding operating expenses for a vehicle to transport elderly individuals to and from adult day centers; and (b) a budget transfer in the amount of \$20,000 from the Proposed Grant Contingency Account to the General Fund Non-departmental - Community Promotions Account.

**5C Intergovernmental Agreement Amendment, Arizona Child Abduction Response Team, Law Enforcement Services and Resources for Child Abduction Cases**

Discussion and possible action to authorize the City Manager to execute an amended Intergovernmental Agreement for the participation of the Peoria Police Department in the Arizona Child Abduction Response Team.

**6C Abandonment of City Interest, Easement for Public Water Line, 91st Avenue and Peoria Avenue**

Discussion and possible action to adopt **RES. 2012-113** authorizing the abandonment of the City's interest in an Easement for Public Water Line that is within a vacant lot located west of 91st Avenue and north of Peoria Avenue and declaring an emergency.

**7C Right-of-Way License, Entry Monument, Deer Village Unit I**

Discussion and possible action to adopt **RES. 2012-114** authorizing the execution of a Right-of-Way License to allow the Homeowners Association of Deer Village I to place an entry monument within a City-owned parcel located at the southeast corner of Deer Valley Road and 91st Avenue.

**8C Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2012-112** designating Real Properties to be used as City roadways and authorize the establishment of Public Right-of-Way to be opened and maintained by the City as a Public Street.

## Regular Agenda

### New Business

**9R Public Hearing-Liquor License, Barrel Grill, 15703 N. 83rd Avenue Suite 110**

**Public Hearing:** RE: A New Restaurant Liquor License (Series 12) for Barrel Grill, located at 15703 N. 83rd Avenue Suite 110, Dale V. Cavan, Applicant, LL#20006221.

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 New Restaurant Liquor License (Series 12) for Barrel Grill, located at 15703 N. 83rd Avenue Suite 110, Dale V. Cavan, Applicant, LL#20006221.

**10R Exclusive Negotiating Agreement, College of St. Scholastica**

Discussion and possible action to authorize the City Manager to enter into an Exclusive Negotiating Agreement with the College of St. Scholastica for the development of a St. Scholastica branch campus in Peoria.

**11R Exclusive Negotiating Agreement, Huntington University, Huntington Branch Campus**

Discussion and possible action to authorize the City Manager to enter into an Exclusive Negotiating Agreement with Huntington University for the development of a Huntington branch campus in Peoria.

### 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

**12. Council Calendar**

**13. Reports with Presentation**

A. ICMA Field Tour

14. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**
- A. Council Subcommittee Update

## Reports from City Council Reports from the Mayor

### Adjournment

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

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

**PUBLIC NOTICE:**

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

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>.

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
COUNCIL CHAMBER  
September 11, 2012

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:01 p.m.

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

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

**Members Absent:** Councilmember Tony Rivero

**Other Municipal Officials Present:** Carl Swenson, City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Bobby Ruiz, Fire Chief; and Linda Blas, Deputy City Clerk.

**Audience:** Approximately 10 members of the public were present.

## **Regular Agenda**

### **New Business**

1. **Canvass of August 28, 2012 Primary Election**

RESOLUTION NO 2012-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE REGULAR PRIMARY ELECTION HELD ON AUGUST 28, 2012; AND ORDERING THE RECORDING OF SUCH RESOLUTION AND CHARTER AMENDMENT CERTIFICATION.

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to adopt **RES. 2012-109** approving the official Canvass of Election for the August 28, 2012 City of Peoria Primary Election.

Upon vote, the motion carried unanimously 6 to 0.



**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
CITY COUNCIL CHAMBER  
September 18, 2012

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:15 p.m.

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

**Members Absent:** None

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Rhonda Geriminsky, Interim City Clerk; Scott Whyte, Economic Development Services Director; and Linda Blas, Deputy City Clerk.

**Audience:** There were no members of the public present.

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

## **CONSENT AGENDA**

**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.

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

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

**Pursuant to A.R.S. § 38-431.03:** Authorized the holding of an Executive Session for the purposes of discussion with legal counsel in order to consider the City's position and instruct legal counsel regarding a proposed Economic Development Incentive and Investment Agreement with Trine University pursuant to the City's Economic Development Incentive and Investment Policy (EDIIP). (Pursuant to A.R.S. § 38-431.03(A)(4))

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 6:17 p.m.

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

Following a moment of silent reflection, Vice Mayor Aames led the Pledge of Allegiance.

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

**Members Absent:** None

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Jeff Tyne, Management and Budget Director; Claudia Luján, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

**Audience:** Approximately 20 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.**

Mayor Barrett announced that Agenda Item 13R is being pulled from the agenda at staff's request.

### **PRESENTATION:**

#### 3. Theater Works Annual Report

Daniel Schay, Executive Director of Theater Works, provided an update on the classes, workshops, summer camp sessions, performances and community presentations held at the Peoria Center for the Performing Arts during the past year.

Mr. Schay reported that Theater Works received 56 ariZoni Theatre Awards of Excellence nominations for 2011-2012. Mr. Schay proudly announced that Theater Works was the recipient of 17 ariZoni Awards in various categories at a ceremony held on September 17, 2012.

**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. Having no requests from Council, motion was made by Councilmember Leone, seconded by Councilmember Carlat, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

4C. **Minutes**

Approved the following City Council Meeting minutes:

August 21, 2012  
September 4, 2012

5C. **Appointments, Boards and Commissions**

RESOLUTION 2012-108

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING WILLIAM SCHINDLER TO THE MUNICIPAL DEVELOPMENT AUTHORITY AND ESTABLISHING THE TERM OF OFFICE.

Adopted **RES. 2012-108** appointing William Schindler, as a regular member, to the Municipal Development Authority.

6C. **Intergovernmental Agreement, West Valley Cities, West Valley Domestic Violence Fatality Review Team**

Approved an Intergovernmental Agreement with other West Valley cities to establish and participate in the West Valley Domestic Violence Review Team.

7C. **Intergovernmental Agreement Amendment, State of Arizona, Department of Transportation, State Route 303L at Lone Mountain Parkway**

Approved Intergovernmental Agreement Amendment No. Two with the State of Arizona, Department of Transportation, for the identification of the City's responsibilities related to maintenance of the landscape, irrigation system and any power costs in the State's right-of-way on the west side of State Route 303L at Lone Mountain Parkway.

8C. **Settlement Agreement, City of Peoria v. Hong Thunderbird 75, L.L.C.**

a) Approved a settlement agreement in City of Peoria v. Hong Thunderbird 75, L.L.C.; and

- b) Authorized a budget transfer in the amount of \$59,238 from the 75th Avenue and Thunderbird Intersection Widening Improvement Project Street System Account to the Land Acquisition Account.

9C. **Replat, Units 51 and 52, Building 4 Olive Avenue Business Park Condominium, Olive Avenue and Loop 101**

Approved the Replat of Units 51 and 52, Building 4 Olive Avenue Business Park Condominium, located at Olive Avenue and Loop 101, subject to stipulations.

10C. **Replat, Peoria DES 2, Peoria Avenue and 91st Avenue**

Approved the Replat of Peoria DES 2, located at Peoria Avenue and 91st Avenue, subject to stipulations.

11C. **Member Removal, Various Boards and Commissions**

Removed Mark Hughes from the Citizens Commission on Salaries for Elected City Officials, Personnel Board, and Volunteer Firefighter Pension Board and declared the respective seats vacant.

## REGULAR AGENDA

12R. **Public Hearing - Liquor License, Sprouts Farmers Market #6, 8375 W. Thunderbird Road**

**Staff Report:**

Brent Mattingly, Finance Director, reported 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 a request for a New Wine and Beer Liquor License (Series 10) for Sprouts Farmers Market #6, located at 8375 W. Thunderbird Road, Randy D. Nations, Applicant, LL#20002349.

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

**COUNCIL ACTION:** Motion was made by Vice Mayor Aames, seconded by Councilmember Carlat, to recommend approval to the State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Sprouts Farmers Market #6, located at 8375 W. Thunderbird Road, Randy D. Nations, Applicant, LL#20002349.

Upon vote, the motion carried unanimously 7 to 0.

13R. **Public Hearing - Liquor License, Satara Thai Cuisine Boutique Wine, 8350 W. Paradise Lane**

**Clerk's Note:** **Mayor Barrett announced at the beginning of the meeting that Agenda Item 13R was pulled from the agenda at the request of Staff.**

**PUBLIC HEARING:** Re: A New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.

14R. **Public Hearing - Annexation, 97th Avenue & Avenida Del Sol**

**Staff Report:**

Chris Jacques, Planning and Community Development Director, reported on a request to annex two parcels of privately owned property located west of the southwest corner of 97th Avenue and Avenida Del Sol.

Mr. Jacques reviewed the annexation process and informed Council the public hearing to be held is the first of two public hearings required by law to begin proceedings to annex the property into the City.

**PUBLIC HEARING:**

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a proposed annexation of approximately 2.33 acres of privately-owned property located west of the southwest corner of 97th Avenue and Avenida Del Sol (ANX12-0001).

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

**COUNCIL ACTION:** No Council action required.

15R. **Adoption of 2012 Sustainability Action Plan**

RESOLUTION NO. 2012-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING AND ADOPTING THE 2012 SUSTAINABILITY ACTION PLAN.

Susan Daluddung, Deputy City Manager, provided a brief overview of the 2012 Sustainability Action Plan.

Ms. Daluddung reviewed the successes to date attributed to initiatives outlined in the plan, including:

- Education and outreach initiatives to foster energy efficiency in the home
- City savings of \$130,000 per year in electrical costs
- City savings in excess of \$1 million annually by eliminating 79 fleet vehicles

Ms. Daluddung reported on the following awards and recognitions the City has received for its sustainability efforts:

- LEED (Leadership in Energy and Environmental Design) Gold award for the Municipal Court Expansion
- 2012 Energy Star rating from the U.S. Environmental Protection Agency for the Development and Community Services building
- 2010 U.S. Green Building Council Big Green award for Citywide green programs and practices

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to adopt **RES. 2012-110** to formally approve and adopt the 2012 Sustainable Action Plan as the City's guiding document for sustainability efforts.

Upon vote, the motion carried unanimously 7 to 0.

### **Call To The Public (Non-Agenda Items)**

Jon Forsythe addressed Council regarding recent interactions with the Peoria Police Department.

### **Reports from City Manager:**

16. **Council Calendar**

17. **Reports with Presentation**

A. First Presbyterian Church of Peoria National Register Designation

Melissa Sigmund, Planner, informed Council that the First Presbyterian Church of Peoria has received national recognition for the historic significance of the building by being listed on the National Register of Historic Places.

18. **Informational** (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)

Carl Swenson, City Manager, informed Council that their Agenda packet contains information related to the following items:

- A. Special Events, Keep it Safe: a Family Affair and Get Your Green On
- B. Bioinspire Grand Opening Event
- C. November 8, 2012 Job Fair

### **Reports from City Council:**

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone commended Councilmember Rivero and staff on a successful Fiesta Peoria event.

Councilmember Carlat thanked citizens for attending open house discussions on electronic billboards in northern Peoria.

Councilmember Rivero extended his appreciation to the Mayor and Council for their support of the Fiesta Peoria 2012 event. Councilmember Rivero expressed his gratitude to City staff, volunteers and sponsors for their participation in the event.

Councilmember Pearson congratulated Councilmember Rivero on the success of Fiesta Peoria. Councilmember Pearson thanked staff for conducting six public meetings regarding digital billboards.

Councilmember Evans complimented Councilmember Rivero on Fiesta Peoria 2012. Councilmember Evans reported on a tour of the Willow District with the new Community Services Director, John Sefton. Councilmember Evans encouraged citizens to provide their input on any City matters by contacting their Councilmember.

Vice Mayor Aames reported on the events he attended at Theater Works during Fiesta Peoria. Vice Mayor Aames reported on the opening of the Scotland Yard neighborhood park.

### **Reports from the Mayor:**

Mayor Barrett extended his congratulations to Councilmember Rivero on Fiesta Peoria 2012.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 7:52 p.m.

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Bob Barrett, Mayor

ATTEST:

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Rhonda Geriminsky, Interim 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 18<sup>th</sup> day of September, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9<sup>th</sup> day of October, 2012.

(Seal)

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Rhonda Geriminsky, Interim City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: 24 September 2012

Council Meeting Date: October 9, 2012

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**TO:** Honorable Mayor and Council

**FROM:** Carl Swenson, City Manager

**THROUGH:** Tamara Shreeve, Council Office and Grant Program Manager

**SUBJECT:** Grant-in-Aid Fiscal Agent Agreement between the Tohono O'odham Nation and City of Peoria on behalf of the Benevilla

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**Purpose:**

This is a request for City Council to the Grant-In-Aid Fiscal Agent Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of the Benevilla.

**Background/Summary:**

Benevilla was awarded a \$20,000 grant from the Tohono O'odham Nation's 12 percent gaming distribution grant program. Benevilla's proposal requested \$20,000 to assist with the operating expenses (fuel, maintenance, etc) for a vehicle that transports elderly individuals to and from the Adult Day Centers.

As stated in the Tohono O'odham Nation's Request for Proposal, a non-government organization (non-profit) must identify a city, town or county located within Arizona that will agree to pass through grant funds. Benevilla requested that the City of Peoria act as the fiscal pass-through agent. The Tohono O'odham's Grant-in-Aid Fiscal Agreement identifies the City as the pass-through municipality, and the Benevilla as the Grantee.

**Previous Actions:**

*No previous action*

**Options:** *(include as many as reasonable)*

**A:**

**B:**

**Staff's Recommendation:**

Staff recommends that the City Council approve the Grant-In-Aid Fiscal Agent Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of the Benevilla.

**Fiscal Analysis:**

There would be no fiscal impact to the City of Peoria, as this is a pass-through grant. This requires a \$20,000 budget transfer from the Proposed Grant contingency account (7990-7990-570000) to the General Fund Non-departmental – Community Promotions account (1000-0300-522099) to allow for the payment to Benevilla. The revenue will be deposited in the General Fund grant revenue account.

**Narrative:**

N/A

**Exhibit(s):** *(Include as many as necessary.)*

**Exhibit 1:** FY 12 Request for Proposals for Arizona Revised Statute 5-601-02 12% Gaming Distribution Tohono O'odham Nation

**Exhibit 2:** Award letter from the Tohono O'odham Nation to Benevilla

**Exhibit 3:** Grant-in-Aid Fiscal Agent Agreement between the Tohono O'odham Nation and the City of Peoria On behalf of the Benevilla

**Contact Name and Number:** Tamara Shreeve, x5143



# Tohono O'odham Nation Office of the Chairman & Vice Chairwoman

COMPASSION FAITH TRADITION RESPECT  
T-I:BDAG 'AMJED S-WOHOCUDA HIMDAG PI:K 'ELID

Ned Norris, Jr.  
Chairman

Wavalene M. Romero  
Vice Chairwoman



## REQUEST FOR PROPOSALS for the Arizona Revised Statute 5-601-02 12% Gaming Distribution Tohono O'odham Nation

### Background

In 2002 Arizona eligible voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12% of its total Annual Contribution (the "12% Payments"). The tribe has two options for directing the 12% Payments: 1) direct distribution from the tribe to cities, towns, and counties, or 2) deposits to the Arizona Commerce and Economic Development Commission, which are then given to the recipients of the tribe's choice. The Tohono O'odham Nation will be making selections and finalizing agreements with recipients of the 12% payments no later than November 9, 2012.

### Distribution Priority Areas for Fiscal Year 2012

Proposals must address one or more of the following priority areas:

- a) Education
- b) Health Care
- c) Public Safety
- d) Child Advocacy
- e) Economic Development
- f) Cultural & Environmental Development and Protection

### Proposal

Proposals shall be limited to 4 pages in length, typewritten in 12 point font. If the proposal is more than 4 pages, only the first 4 pages will be considered. Budgets are required and therefore will be counted as part of the 4 pages. Attachments, such as photos, are not considered as one of the 4 pages. All proposals must be sent via certified mail and **must be postmarked no later than June 15, 2012**. Only one copy per proposal is needed. It is recommended that a copy of the proposal is sent via e-mail to [matts@simginc.com](mailto:matts@simginc.com). However, providing a copy of the proposal via e-mail alone will not be deemed to have applied properly and only proposals received via certified mail will be considered. Proposals must:

- a) Explain the perceived need and explain how the proposal will address that need.
- b) Describe the population who will benefit from the proposal if approved.
- c) Include a budget of the requested funds, with the total amount requested clearly notated.

- d) List any other funding requests that have been made for this or substantially related proposals and provide the status of those requests.
- e) Indicate whether the entity has already received a 12% distribution from the Tohono O'odham Nation or other Arizona tribes, along with the amount and date awarded.
- f) Identify a designated contact person and alternate contact person for follow-up, including e-mail address, phone number, mailing address, and fax number for these persons.
- g) Indicate which priority area (from the above list) the proposal falls under.
- h) If the proposal is from a non-profit organization, include the name of the city, town, or county an agreement will be made with if funds are granted. A letter from the governmental entity acknowledging its agreement to work with the non-profit is not necessary for the initial proposal. However, it is necessary for those non-profits selected to receive grant funding.

## Requirements

If you, the applicant, are a city, town or county located within the State of Arizona:

- 1) You will need to provide proof or cite some authority that you are authorized to seek and enter into a grant of this nature.
- 2) If selected, you will need to ensure that the government you represent is willing to negotiate and execute the Intergovernmental Agreement (IGA) with the Nation no later than September 28, 2012.

If you, the applicant, are any other non-governmental entity (not-for-profits, etc):

- 1) You will need to enter into an agreement with a city, town or county located within Arizona whereby that city, town, or county will agree to accept the grant funding from the Nation on your behalf. As a non-governmental entity, you bear the responsibility to find a municipality to flow the funding through and the Nation is not responsible for matching you with a government capable of receiving the funding.
- 2) The city, town, or county that has agreed to assist you to receive the grant will be required to enter into a Grant-in-Aid, Fiscal Agent agreement with the Nation in which the city, town, or county agrees to accept the funding on your behalf.

## Timeline

- a) All proposals to be considered must be postmarked no later than June 15, 2012.
- b) Notification of decision will be mailed by August 31, 2012.
- c) Negotiation of Grant-in-Aid Agreements will commence immediately after notification.
- d) Negotiations of the Grant-in-Aid Agreements must be concluded no later than September 28, 2012.
- e) Approval of all Grant-in-Aid Agreements by the Nation and distribution of monies will occur on or about November 16, 2012.

## Submitting Your Proposal / Contact Information

Address and mail all proposals via certified mail to:

Chairman Ned Norris Jr.  
Tohono O'odham Nation  
P.O. Box 837  
Sells, Arizona 85634  
ATTN: Lanez Valisto  
(520) 383-2028 telephone  
(520) 383-3379 fax

***Must be postmarked no later than June 15, 2012  
Proposals not in compliance with the above procedures will not be  
considered.***



# Tohono O'odham Nation Office of the Chairman & Vice Chairwoman

COMPASSION FAITH TRADITION RESPECT  
T-I:BDAG 'AMJED S-WOHOCUDA HIMDAG PI:K 'ELID

Ned Norris, Jr.  
Chairman

Wavalene M. Romero  
Vice Chairwoman



August 31, 2012

Ms. Michelle Dionisio  
President & CEO  
Benevilla  
16752 N. Greasewood Street  
Surprise, AZ 85378

Dear Ms. Dionisio:

It is a great pleasure to inform you that your proposal submitted on behalf of Benevilla was selected by the Tohono O'odham Nation as a recipient of the 12% grant funding in the amount of \$20,000.00 for the Vehicle Sponsorship. Your proposal is a worthy project that we would be honored to support. We received more than 250 proposals this year, a significant number of requests that reflects the current economic climate. We hope that this grant will help Benevilla continue to assist others during this time.

As was indicated in the Request for Proposals issued by the Nation, the grant funding offer is conditional upon development of a Grant-in-Aid between the Nation, a governmental entity, and you.

Please contact the city, town, or county you have chosen to work with immediately so we can begin drafting the Grant-in-Aid and take the steps necessary for final approval of this grant funding. If you have any questions, please contact Lanez Valisto in my office at (520) 383-2028. Congratulations to you and Benevilla; I look forward to working with you to finalize your grant award.

Sincerely,

Dr. Ned Norris Jr.  
Chairman

**Grant-in-Aid  
Fiscal Agent Agreement  
between  
the Tohono O’odham Nation  
and  
the City of Peoria  
On behalf of  
the Benevilla**

THIS GRANT-IN-AID Fiscal Agent Agreement, (“Grant”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), the City of Peoria, an Arizona Municipal Corporation organized under the constitution and statutes of the State of Arizona and the Benevilla, a 501 (c) (3) nonprofit organization based in Arizona that serves elderly and disabled individuals, and children, in the West Valley.

**RECITALS**

- A. The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O’odham Nation with Federal, State and local governments.
- B. The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O’odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.
- C. The City of Peoria is authorized to enter into this Grant with the Nation pursuant to A.R.S. § 11-952, which provision empowers Arizona political subdivisions to enter into intergovernmental agreements with Federal entities and agencies, such Indian Tribes.
- D. Benevilla, a corporation organized exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United Sate Internal Revenue Law) and its regulations. The President/CEO is the official representative of Benevilla and is authorized by the Board of Directors to sign such agreements on behalf of Benevilla.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

## **P R O V I S I O N S**

**1. Purpose.** The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

**2. Acceptance of Duties; Monies Held in Trust.** The City of Peoria agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the City of Peoria for the benefit of the Benevilla. The City of Peoria shall hold this funding separate from all other monies in the possession or control of the City of Peoria. The City of Peoria shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the Benevilla within 5 business days after the distribution is made.

**3. Contribution.** The Nation shall make a payment to the City of Peoria in the amount described in Exhibit "A" (the "Contribution") on or about November 30, 2012. The City of Peoria shall then make this funding available to Benevilla as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

**4. Funding.** The Contribution payment shall be delivered to the City of Peoria, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.

**5. Disbursement of Contribution.** In accordance with the City of Peoria's policies and procedures and upon satisfactory documentation, as quickly as is feasible the City of Peoria will distribute the funds to Benevilla.

**6. Money Unclaimed.** In the event that the City of Peoria is unable to distribute the funding to Benevilla on or before January 1, 2013, the City of Peoria shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City of Peoria and the time the City of Peoria disburses the Contribution to Benevilla shall be paid to Benevilla

**7. Consideration and Reliance.** It is acknowledged that the City of Peoria's promise to accept and disburse the funds received by the City of Peoria pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

**8. Fees.** The City of Peoria shall not charge Benevilla and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to Benevilla.

**9. Dispute Resolution.** The parties mutually agree that any disputes arising between either 1) the Nation or the City of Peoria or 2) the Peoria Unified School District and the City of Peoria pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between the Peoria Unified School District and the City of Peoria, both the Peoria Unified School District and the City of Peoria must notify the Nation within five business days. Any disputes between the City of Peoria and the Peoria Unified School District that cannot be resolved through informal dispute resolution shall be resolved in the courts of Maricopa County, Arizona, subject to the laws of the State of Arizona. Unless prohibited by law, all disputes involving the Nation that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the laws of the Nation.

**10 Reports:** Unless otherwise extended by the Nation upon request of Benevilla, no later than July 31, 2013, Benevilla shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of Benevilla and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

**11. Notices.** Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:           Dr. Ned Norris, Jr.  
  Chairman  
  P.O. Box 837  
  Sells, Arizona 85634  
  Fax: 520-383-3379

and

Veronica Geronimo  
Special Counsel  
P.O. Box 837  
Sells, Arizona 85634  
Fax: 520-383-3379

If to the City of Peoria: Tamara Shreeve  
Council Office and Grant Program Manager  
8401 W. Monroe  
Peoria, AZ 85345  
Phone: 623-773-5143  
Fax: 623-773-7727

With a copy to: City Attorney  
City of Peoria  
8401 W. Monroe, Room 280  
Peoria, AZ 85345  
Fax: 623-773-7043

If to Benevilla:

Michelle Dionisio  
President and CEO  
16752 N. Greasewood Street  
Surprise, AZ 85378  
Phone: 623-584-4999  
Fax: 623-546-1589  
Email: [mdionisio@benevilla.org](mailto:mdionisio@benevilla.org)

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

**12. Term of Grant.** The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

**13. Entire Grant, Waivers and Amendments.** This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

**14. No Waiver.** Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**15. Severability.** If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**16. Sovereign Immunity.** Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

**17. Conflict of Interest.** This Grant is subject to termination for conflict of interest pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Grant on behalf of the City of Peoria or the Peoria Unified School District is an employee, agent, or consultant of any other party to the Grant with respect to the subject matter of the Grant.

TOHONO O'ODHAM

CITY OF PEORIA

\_\_\_\_\_  
Dr. Ned Norris, Jr., Chairman  
Tohono O'odham Nation

\_\_\_\_\_  
Bob Barrett  
Mayor

Dated \_\_\_\_\_

Dated \_\_\_\_\_

BENEVILLA

\_\_\_\_\_  
Michelle Dionisio  
President/CEO

Dated \_\_\_\_\_

Attest:

Approved as to form and found to be within the powers and authority of the Tohono O’odham Nation

Approved as to form and found to be within the powers and authority of the City of Peoria under the laws of the State of Arizona.

\_\_\_\_\_  
Jonathan L. Jantzen, Attorney General  
Tohono O’odham Nation

\_\_\_\_\_  
Steve Kemp, City Attorney  
City of Peoria

Additional Signatures Required

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk – City of Peoria

**EXHIBIT "A"**

<b><u>Program</u></b>	<b><u>Contribution</u></b>
Vehicle Sponsorship	\$20,000.00
<b>TOTAL</b>	<b><u>\$20,000.00</u></b>

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 5C

**Date Prepared:** September 25, 2012

**Council Meeting Date:** October 9, 2012

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**TO:** Carl Swenson, City Manager

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

**SUBJECT:** Intergovernmental Agreement Amendment for Child Abduction Response Team

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**Purpose:**

This is a request for City Council to authorize the City Manager to execute an amended intergovernmental agreement to join the formation of a regional Child Abduction Response Team (CART) to include the City of Peoria Police Department.

**Background/Summary:**

The CART Team started in the east valley and has proven to be a proactive tool in locating missing or abducted children. The CART team's purpose is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative and general law enforcement efforts primarily with regard to cases involving abducted children. The use of CART provides law enforcement agencies with access to a wide variety of resources by pooling individual agency resources while conducting large scale investigations involving child abduction.

The success of the CART team in the east valley has prompted the formation of a Central Region CART team which would include west valley agencies. This agreement includes several neighboring cities and towns including: City of El Mirage, the Town of Wickenburg, the Luke Air Force Base, the City of Avondale, the City of Surprise, the City of Glendale, the City of Buckeye, the City of Goodyear, the Maricopa County Sherriff's Office, and the City of Tolleson. The location of these jurisdictions in relation to each other makes it advantageous to enter into agreement to receive and extend mutual aid in the form of law enforcement services and resources to respond to child abduction cases.

If approved, the proposed agreement will be in effect until July 1, 2020.

Amendments to the agreement include the following: a paragraph detailing funding requirements of each agency and renewal options in five year increments. Several other minor clerical changes were made and a revised version of the agreement is enclosed for review.

**Previous Actions:**

City Council previously approved this agreement at the August 21, 2012 Council Meeting (LCON 04812). The Peoria Police Department received the attached amended version in mid September after the original agreement was approved. Partnering agencies requested the City of Peoria adopt the amended agreement.

**Options:**

**A:** Authorize the City Manager to execute an amended agreement to join the Child Abduction Response Team to receive and extend mutual aid in the form of law enforcement services and resources to respond to child abduction cases.

**B:** Choose not to adopt the amended agreement.

**Staff's Recommendation:**

Discussion and possible action to authorize the City Manager to execute an amended Intergovernmental Agreement for the participation of the Peoria Police Department in the Arizona Child Abduction Response Team.

**Fiscal Analysis:**

Any expenditures will come out of the Police Department's operating budget. No additional funding is being requested.

**Narrative:**

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

**Exhibit(s):**

**Exhibit 1:** Amended Intergovernmental Agreement

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

**INTERGOVERNMENTAL AGREEMENT  
FOR THE CREATION AND PARTICIPATION IN THE  
ARIZONA CHILD ABDUCTION RESPONSE TEAM  
CENTRAL REGION**

This agreement is entered into pursuant to A.R.S. §§11-951 *et seq.*, and A.R.S. §13-3872 among the City of El Mirage, the Town of Wickenburg, the United States of America, acting for the Luke Air Force Base, the City of Avondale, the City of Surprise, the City of Peoria, the City of Glendale, the Town of Buckeye, the City of Goodyear, ~~the~~ Maricopa County, acting by and through its Sheriff's Office, and the City of Tolleson. The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team agencies (CART) and other public agencies, as that term is defined in A.R.S §11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S §§11-951 *et seq.* and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§11-951 *et seq.*, no longer requires such recordings. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the Parties.

**I. PURPOSE**

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (CART.) The primary goal of the Arizona ~~child~~Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations of law including, but not limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter this particular Agreement in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity such as that described above.

**II. AUTHORITY**

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing federal law, statute or authority.

If any Native American tribe that is a party to this Agreement request CART assistance, all assisting CART Team members shall be granted tribal peace officer authority for the duration of the CART activation within the applicable tribal jurisdiction.

### **III. ACTIVATION, PROCEDURES, AND RESOURCES**

A. Any Party to the Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.

B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.

C. Two CART Team Leaders will be selected by the CART Team members subject to final approval of chief law enforcement officers (Chiefs) of the CART agencies on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term due to a resignation from his or her agency or for any other reason, the CART members shall name a replacement, shall appoint a replacement subject to final approval of the Chiefs.

D. The CART Team Leaders or designees will be responsible for coordinating on-going training, meetings, or other necessary supporting functions in support of the operational effectiveness of CART. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART Chiefs for appropriate resolution.

E. Each Party shall, to the best of its ability, make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.

F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

### **IV. COSTS AND ANY REIMBURSEMENT**

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this

Agreement. Each Party shall establish and maintain a budget for the expenditure of its funds under this Agreement.

This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by each party shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining its own availability of funds under this Agreement and each party shall keep the other parties fully informed as to the availability of its funds for the Agreement. The obligation of each party to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of each party. If the governing body of any party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate for such party at the end of then-current fiscal year and that party shall be relieved of any subsequent obligation under this Agreement.

## V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

## VI. INDEMNIFICATION

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

## VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves Luke Air Force Base, or an Indian Community, and then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the

substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

### **VIII. DURATION AND CANCELLATION OF AGREEMENT**

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days written notice to the other Parties to the Agreement.

B. This Agreement may be ~~administratively extended by each Party at the direction of the chief law enforcement officer for each Party~~renewed for additional periods of five years either with the respective City or Town Council approval or the respective City or Town Manager approval, in writing, on or before the Termination date ~~for a period of an additional five years by notifying the other Parties in writing-~~a Co-Chair. Any Party ~~which~~that fails to do so by the termination date listed ~~identified~~identified above shall no longer ~~be~~be a Party to the Agreement.

### **IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511**

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

### **X. MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party, nor a signature line, shall be required in each counterpart. Except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

### **XI. WORKERS COMPENSATION**

Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

### **XII. OTHER PROVISIONS**

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision herein.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon execution and a copy shall be forwarded to each Party.

D. Pursuant to A.R.S. §§35-391-06 and 35-393-06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.

E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

### **XIII. COMPLIANCE WITH E-VERIFY PROGRAM**

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any of all of its contractors or subcontractors who provide services under this Agreement.

### **XIV. NOTICES**

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

**SIGNATURES CONTAINED ON THE NEXT PAGE**

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF** \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C

**Date Prepared:** September 11, 2012

**Council Meeting Date:** October 9, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Andy Granger, P.E., Engineering Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** Abandonment of City Interest, Easement for Public Water Line, West of 91<sup>st</sup> Avenue North of Peoria Avenue.

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**Purpose:**

This is a request for City Council to authorize the abandonment of the City's interest in an Easement for Public Water Line that is within a vacant lot located west of 91<sup>st</sup> Avenue and north of Peoria Avenue.

**Background/Summary:**

In 2003 the City approved the development of the vacant parcel located west of the northwest corner of 91<sup>st</sup> and Peoria Avenues. During the development process the property owner dedicated the necessary land rights for their improvements. The approved construction did not occur and the property has changed hands. The property is now bank owned and they have requested that the City abandon the easement to allow greater development potential of the parcel.

**Previous Actions:**

The City reviewed and approved a request to abandon an existing Easement for Public Water Line which was dedicated to the City. The development for which the easement was dedicated was not constructed.

**Options:**

**A:** City Council authorizes the abandonment, removing this title encumbrance from the property.

**B:** City Council denies the abandonment maintaining the current easement encumbrance on the property.

**Staff's Recommendation:**

Staff recommends the adoption of a Resolution declaring an emergency to abandon City interest in an Easement for Public Water Line as recorded in Maricopa County Recorder Number 2003-1636325 and authorize the City Clerk to record the Resolution.

**Fiscal Analysis:**

There is no fiscal impact to the City associated with this abandonment.

**Narrative:**

The abandonment will release this title encumbrance from the property and allow more flexibility for future development.

**Exhibit(s):**

**Exhibit 1:** Vicinity Map

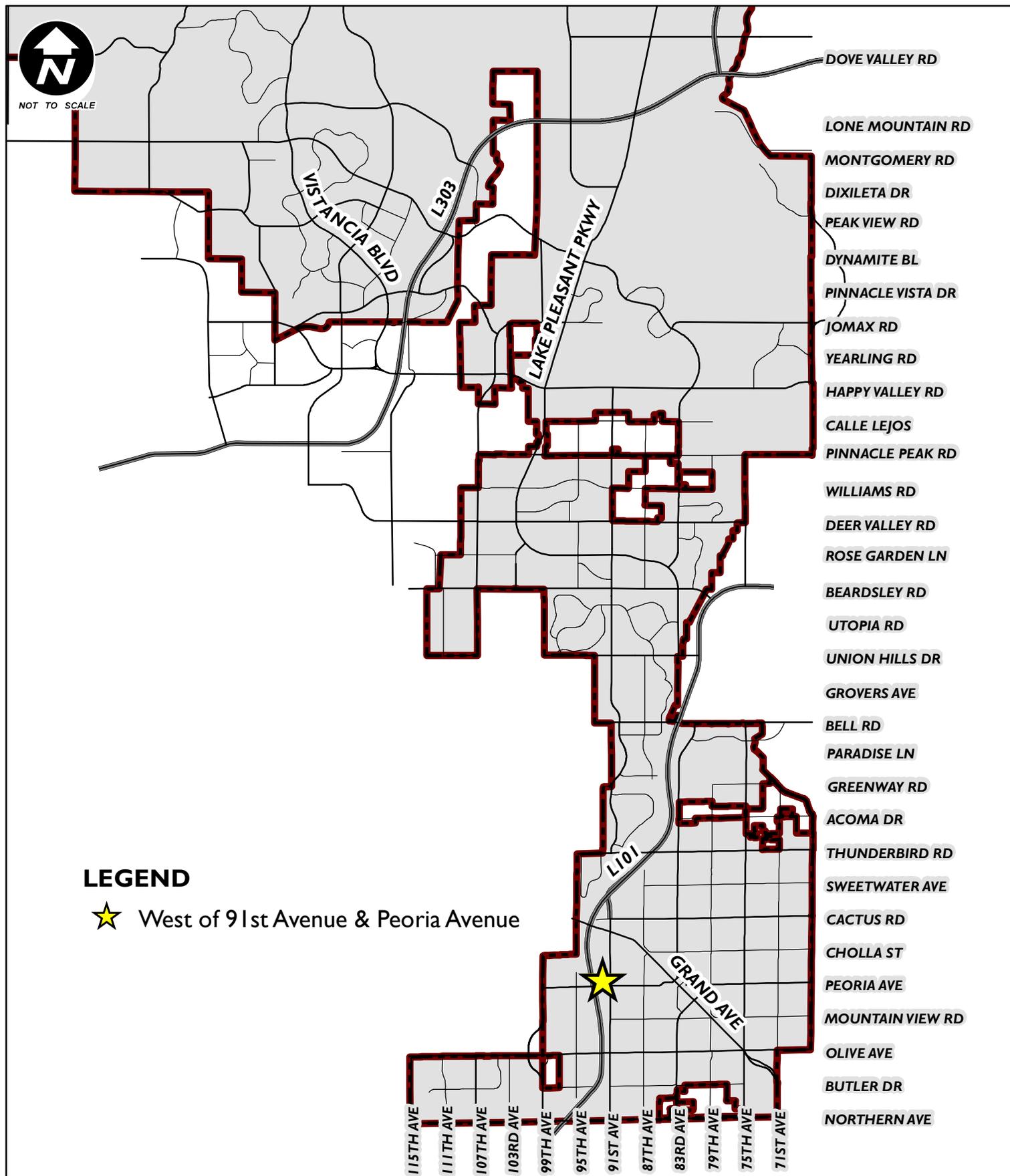
**Exhibit 2:** Location Map

**Exhibit 3:** Resolution

**Contact Name and Number:** Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE



**LEGEND**

★ West of 91st Avenue & Peoria Avenue

- 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



NOT TO SCALE



**LEGEND**



Water Line Easement  
Abandonment



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

RESOLUTION NO. 2012-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN EASEMENT FOR PUBLIC WATER LINE TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY EASEMENT FOR PUBLIC WATER LINE BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to determine and find that certain public easement may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that certain Easement for Public Water Line located in the City of Peoria, Maricopa County, Arizona, west of 91<sup>st</sup> Avenue north of Peoria Avenue, and more specifically described in the Legal Description (Exhibit A) attached to this Resolution are no longer needed by the City for water line purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that the Easement for Public Water Line as recorded in Maricopa County Recorder Number 2003-1636325 and more specifically set forth on Exhibit "A" attached to this Resolution be and is hereby declared abandoned as provided by Chapter 4, Article 1, Title 9 of the Arizona Revised Statutes.

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

SECTION 4. The immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 9<sup>th</sup> day of October, 2012.

---

Bob Barrett, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

Exhibit "A"

A 20 foot of Water Line Easement on the north side of Peoria Avenue located in the Southeast Quarter of the Southeast Quarter of Section Twenty-one (21), Township Three (3) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

BEGINNING at the Southeast corner of said Section Twenty-one (21), Township Three (3) North, Range One (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE S88°12'50"W, 246.15 feet along the South line of said Section 21;

THENCE N00°21'40"W, 65.02 feet to a point on the North Right-of-Way Line (ROW) of Peoria Avenue, said point being the TRUE POINT OF BEGINNING.

THENCE continuing along said ROW S88°12'50"W, 20.01 feet;

THENCE N00°21'40"W, 41.63 feet;

THENCE N89°51'19"W, 37.09 feet;

THENCE N00°21'40"W, 130.92 feet;

THENCE S88°12'50"W, 15.95 feet;

THENCE N00°21'40"W, 20.01 feet;

THENCE N88°12'50"E, 35.96 feet;

THENCE S00°21'40"E, 127.85 feet;

THENCE S89°51'19"E, 37.09 feet;

THENCE S00°21'40:E, 60.95 feet to a point on said North ROW of Peoria Avenue, said point being the TRUE POINT OF BEGINNING.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C

**Date Prepared:** August 23, 2012

**Council Meeting Date:** October 9, 2012

---

**TO:** Carl Swenson, City Manager

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

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** Right of Way License for Entry Monument, Deer Village Unit I

---

**Purpose:**

This is a request for City Council to authorize the execution of a Right of Way License to allow the Homeowners Association (HOA) of Deer Village Unit I to place an Entry Monument within a City owned parcel located at the southeast corner of Deer Valley Road and 91<sup>st</sup> Avenue.

**Background/Summary:**

A representative from the Deer Village Unit I HOA has been working with the Neighborhood and Revitalization Division, in the Planning and Community Development Department, to obtain Neighborhood Grant funding for the construction of an entry feature for their neighborhood. The HOA has requested that the City allow them to place the monument within a landscaping/drainage tract, Tract A, that was dedicated to the City at the time the subdivision was platted. The location of the monument sign will not impair the flow of drainage or impact the landscaping on the site. Tract A is currently being maintained by the HOA and our license agreement will require them to be responsible for the maintenance of the new monument as well.

The License is a revocable instrument. If at any time in the future the City is in need of the area encumbered by this License for roadway or other City improvements, the License will be revoked.

**Previous Actions:**

In FY12, the Deer Village HOA applied for and was awarded Neighborhood Grant money from the City for this entry feature. The Grant money was carried over to FY13 pending approval of this action by the City Council. The HOA has hired a surveyor to determine the location of the signage and submitted the location to the Engineering Department for approval.

**Options:**

- A:** City Council authorizes the execution and recordation of the Right of Way License allowing the HOA to place a Monument sign at the entrance to the subdivision within the City owned landscaping/drainage Tract A.
- B:** City Council chooses not to authorize the License resulting in no signage being placed at the subdivision entrance within the City owned landscaping/drainage Tract A.

**Staff's Recommendation:**

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the Right of Way License.

**Fiscal Analysis:**

The Grant Funds awarded for the purchase and installation of the monument feature total \$4,000. The funds were originally awarded in FY12 and carried over to FY13 in the Neighborhood Grants Account No. 1000-0570-522006.

**Narrative:**

Recordation of this License will provide a public record of the existence and location of the Entry Monument.

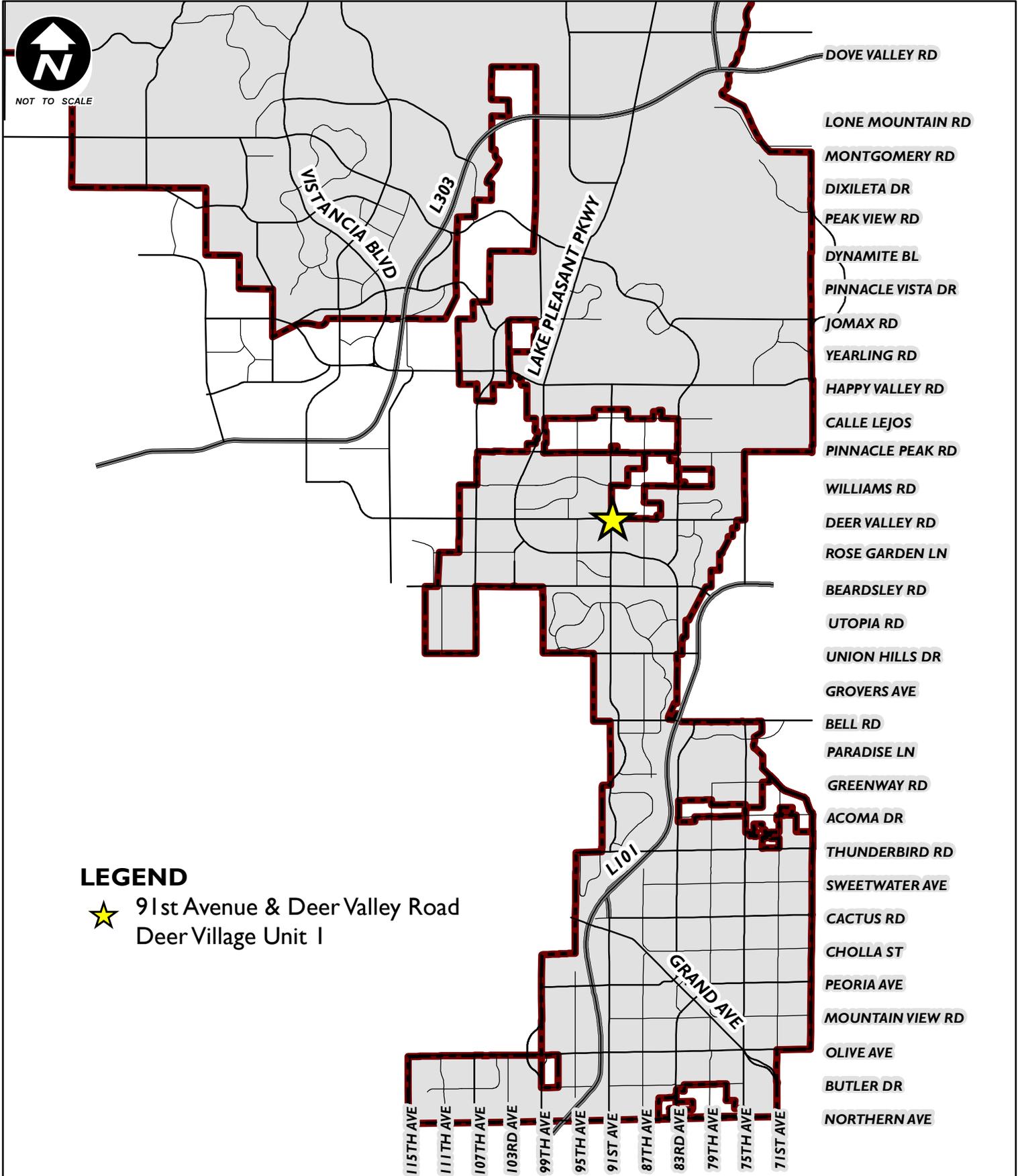
**Exhibit(s):**

- Exhibit 1:** Vicinity Map
- Exhibit 2:** Location Map
- Exhibit 3:** Resolution

**Contact Name and Number:** Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE

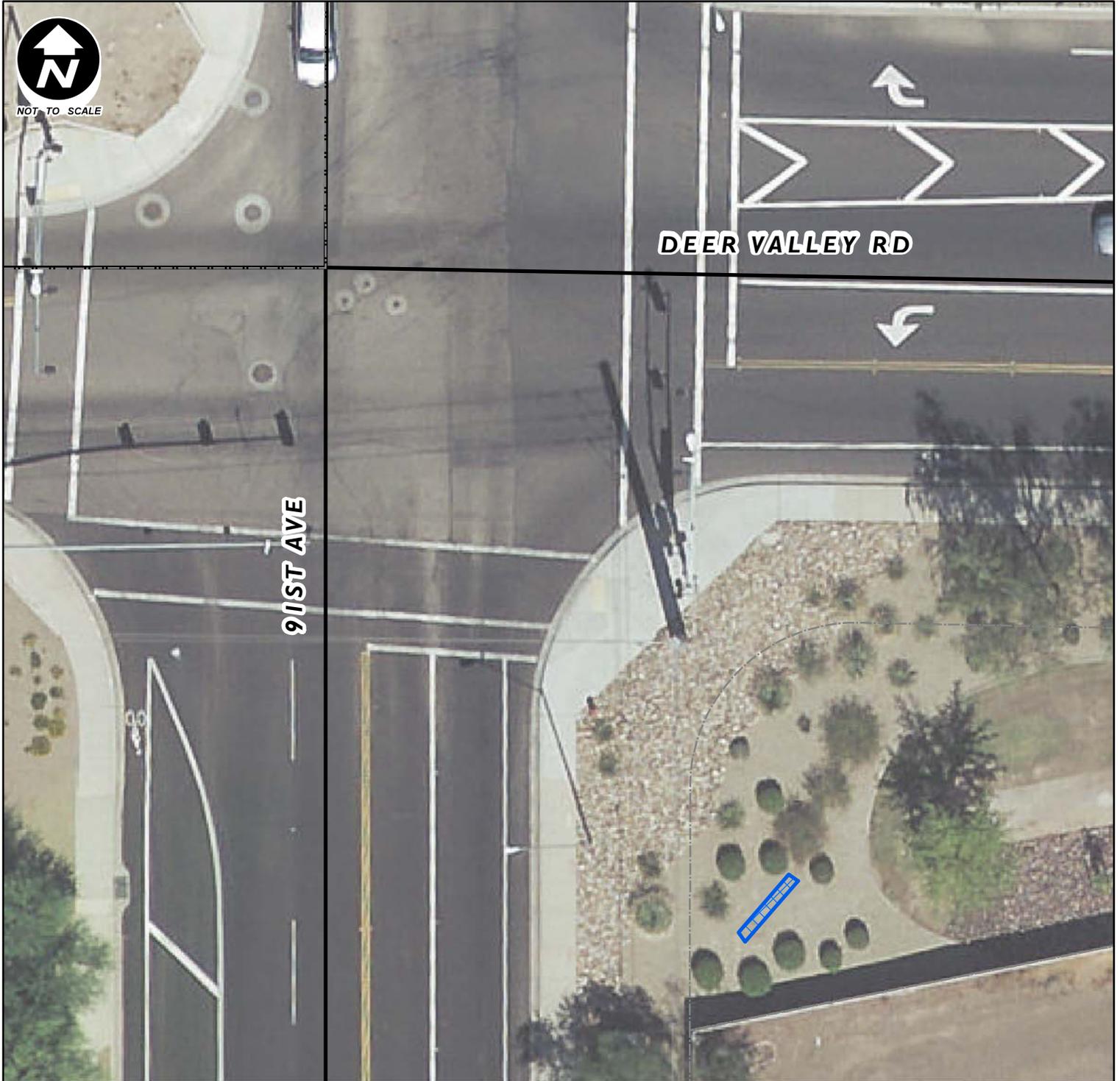


**LEGEND**

- ★ 91st Avenue & Deer Valley Road  
Deer Village Unit I



NOT TO SCALE



**LEGEND**



Right of Way License  
for Entry Monument



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

RESOLUTION NO. 2012-114

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A LICENSE TO A HOMEOWNER'S ASSOCIATION TO ALLOW FOR THE CONSTRUCTION AND MAINTENANCE OF A NEIGHBORHOOD ENTRY FEATURE AT THE DEER VALLEY UNIT I SUBDIVISION LOCATED AT THE SOUTHEAST CORNER OF 91<sup>ST</sup> AVENUE AND DEER VALLEY ROAD.

WHEREAS, the City of Peoria owns Tract A of the Deer Village Unit I (MCR 438-36) subdivision that is used for drainage and landscaping associated with the subdivision; and the Homeowner's Association has requested permission to construct an entry feature within Tract A. The use of a portion of the Tract has been reviewed and approved by the Engineering Department; and

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of this License and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached License to the Deer Village Unit I Homeowner's Association, and authorize the City Manager to execute the License.

Resolution No. 2012-114  
Deer Village Unit I - License  
October 9, 2012  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 9th day of October, 2012.

---

Bob Barrett, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

Stephen M. Kemp, City Attorney

Attachment:

1. Right of Way License

WHEN RECORDED MAIL TO:

CITY CLERK  
City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345

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## **RIGHT OF WAY LICENSE**

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable considerations, the City of Peoria, an Arizona municipal corporation, (the "Licensor" or "City"), hereby grants to Deer Village Unit I, Homeowners Association, (the "Licensee"), a Right of Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") to construct and maintain an Entry Monument structure and related signage, situated in the City of Peoria, State of Arizona, to-wit:

See Exhibit A attached hereto and by reference made a part hereof.

The City is the owner of the real property legally described on Exhibit A.

This License is subject to the existing and future uses of the Licensed Property by the City, and all agreements existing and to be made between and among the City and Licensee regarding the management, care, operation and maintenance of the Licensed Property.

The License herein granted shall be subject to the following additional conditions:

- 1) The Licensor shall retain the prior right to maintain drainage over the parcel of land and is subject to any existing or future uses that have been or may be approved by the City. The City reserves a prior and superior right and use of the Licensed Property and nothing in this License shall be construed to deny or lessen the powers and privileges granted the City by the laws of the State of Arizona.
- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

- 3) Licensors shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein. Licensee shall be responsible for all cost and expense of construction, operation, maintenance and use of the Licensed Property for an Entry Monument structure. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor to remove or relocate improvements to accommodate the purpose for which this License is issued. Licensee shall be responsible for the maintenance of the property over which this License is granted.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensor's approval. Licensee shall ensure that there is no storage or use of any hazardous materials, fuels or other petroleum products, chemicals, herbicides, paint or any other such regulated products on the Licensed Property.
- 5) Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensor, its directors, officers, employees, agents, successors and assigns thereof, against and from all claims, demands, lawsuits, costs or actions of any kind for damages or loss, whether such damage or loss is to person or property, arising out of: (a) acts or omissions of Licensee, its agents, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee's obligation pursuant to this Section shall not extend to liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify Licensee. The provisions of this Section shall survive termination of this License.
- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.

- 7) Either party may terminate this License without cause upon not less than three hundred sixty (360) days written notice.
  
- 8) Licensee shall not assign, encumber, mortgage or transfer any rights under this License, or the rights and privileges herein, in whole or in part, without the City's prior written consent, which consent may be withheld for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this License this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

LICENSOR:  
CITY OF PEORIA, an Arizona Municipal Corporation

By: \_\_\_\_\_  
Carl Swenson  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

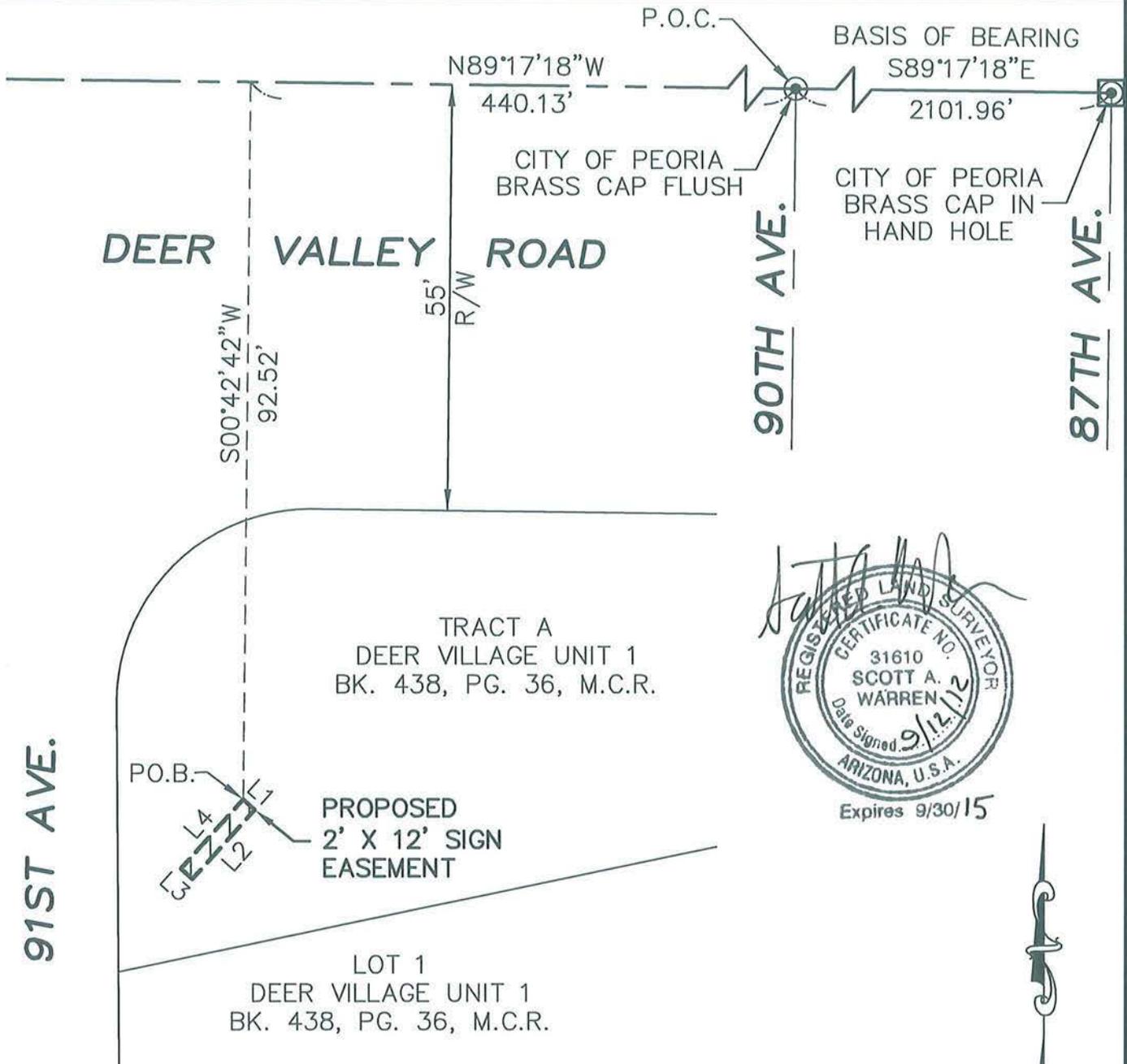
Approved as to Form:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney



91ST AVENUE & DEER VALLEY ROAD  
MONUMENT SIGN EASEMENT EXHIBIT

Job No: 3-12034



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S48°13'14"E	2.00'
L2	S41°46'46"W	12.00'
L3	N48°13'14"W	2.00'
L4	N41°46'46"E	12.00'

**OPTIMUS**  
SURVEY SERVICES

4650 E. COTTON CENTER BLVD.  
SUITE 140

PHOENIX, AZ 85040

PH: (602) 286-9300 FAX: (602) 286-9400

3-12034 (91st Ave & Deer Valley Mon. Sign)\Dwgs\Exhibits\SIGN ESMT.dwg, 9/12/2012 6:13:59 AM, swarren



**LEGAL DESCRIPTION**  
**OF**  
**91<sup>ST</sup> AVENUE AND DEER VALLEY ROAD**  
**MONUMENT SIGN EASEMENT**

A PORTION OF TRACT A OF DEER VILLAGE UNIT 1 AS SHOWN ON FINAL PLAT RECORDED IN BOOK 438, PAGE 36, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CITY OF PEORIA BRASS CAP FLUSH FOUND AT THE MONUMENT LINE INTERSECTION OF 90<sup>TH</sup> AVENUE AND DEER VALLEY ROAD, AS SHOWN ON SAID FINAL PLAT, FROM WHICH THE CITY OF PEORIA BRASS CAP IN HAND HOLE FOUND AT THE MONUMENT LINE INTERSECTION OF 87<sup>TH</sup> AVENUE AND DEER VALLEY ROAD BEARS S. 89°17'18" E. (BASIS OF BEARING), A DISTANCE OF 2101.96 FEET;

THENCE N. 89°17'18" W. ALONG SAID MONUMENT LINE OF DEER VALLEY ROAD, ALSO BEING THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 440.13 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID MONUMENT LINE, S. 00°42'42" W., A DISTANCE OF 92.52 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID PERPENDICULAR LINE, S. 48°13'14" E., A DISTANCE OF 2.00 FEET;

THENCE S. 41°46'46" W., A DISTANCE OF 12.00 FEET;

THENCE N. 48°13'14" W., A DISTANCE OF 2.00 FEET;

THENCE N. 41°46'46" E., A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED EASEMENT CONTAINS AN AREA OF 24 SQUARE FEET, MORE OR LESS, AND IS BASED ON THE ABOVE SAID FINAL PLAT.



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8C

**Date Prepared: September 19, 2012**

**Council Meeting Date: October 9, 2012**

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

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**Purpose:**

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

**Background/Summary:**

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

**Previous Actions:**

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

**Options:**

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

**Staff's Recommendation:**

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

**Fiscal Analysis:**

There is no fiscal impact to the City.

**Narrative:**

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

**Exhibit(s):**

**Exhibit 1:** Resolution

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

RESOLUTION NO. 2012-112

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.

McDonald's  
McDonald's Real Estate Company  
PUBLIC WATER LINE EASEMENT  
Maricopa County Recording No. 2012-0839882  
(Project No. R120020 / Deed12-014)

107<sup>th</sup> Avenue & Olive Avenue

Resolution No. 2012-112  
Acceptance of Deeds and Easements  
October 9, 2012  
Page: 2

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 9<sup>th</sup> day of October 2012.

\_\_\_\_\_  
Bob Barrett, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9R

Date Prepared: September 25, 2012

Council Meeting Date: October 09, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Brent Mattingly, Finance Director

**THROUGH:** Susan K. Thorpe, Deputy City Manager

**SUBJECT:** Public hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor license.

---

**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:**

Dale V. Cavan, Agent for Barrel Grill, has applied for a New Restaurant Liquor License (Series 12) located at 15703 N 83<sup>rd</sup> Avenue Suite 110.

The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

**Previous Actions:**

There has never been a liquor license at 15703 N 83<sup>rd</sup> Avenue Suite 110.

**Options:**

**A:** Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill, located at 15703 N 83<sup>rd</sup> Avenue Suite 110., Dale V. Cavan, Applicant, LL#20006221.

**B:** Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill, located at 15703 N 83<sup>rd</sup> Avenue Suite 110., Dale V. Cavan, Applicant, LL#20006221.

**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 Barrel Grill, located at 15703 N 83<sup>rd</sup> Avenue Suite 110., Dale V. Cavan, Applicant, LL#20006221.

**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:** New Liquor License Application.

12 AUG 10 11:47. Lic. PH 3 54

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) \_\_\_\_\_

**SECTION 3** Type of license and fees LICENSE #(s): 12079232

1. Type of License(s): Restaurant (Series 12) Department Use Only
2. Total fees attached: \$ \_\_\_\_\_

**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. Cavan Dale Vincel  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: LVV Arrowhead, LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Barrel Grill  
(Exactly as it appears on the exterior of premises) Suite 110
4. Principal Street Location: 15703 N. 83rd Avenue, Peoria Maricopa 85382  
(Do not use PO Box Number) City State Zip
5. Business Phone: (480) 751-6100 TBD Daytime Contact: \_\_\_\_\_
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 7025 N. Scottsdale Rd, #220, Scottsdale AZ 85253  
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: 100.00 Application 22.00 Finger Prints \$ 122.00  
Interim Permit Agent Change Club

**TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete?  YES  NO

Accepted by: [Signature] Date: 8/10/2012 Lic. # 12079232

**SECTION 5 Interim Permit:**

12 AUG 10 Lic. Lic. PM 3 54

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,  
(Print full name)  
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of \_\_\_\_\_ County of \_\_\_\_\_

X \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Day Month Year

\_\_\_\_\_  
(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:

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#

**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.

1. Name of Corporation/L.L.C.: LVV Arrowhead, LLC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 4/4/2012 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: L-1751898-7 Date authorized to do business in AZ: 5/11/2012
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
<del>Cavan</del>	<del>Date</del>	<del>Vincel</del>	<del>Member</del>	<del>_____</del>	<del>_____</del>
<del>LVV Restaurants, LLC</del>			<del>Member</del>	<del>_____</del>	<del>_____</del>

(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
<del>Cavan</del>	<del>Date</del>	<del>Vincel</del>	<del>100%</del>	<del>_____</del>	<del>_____</del>
<del>LVV Restaurants, LLC</del>			<del>100%</del>	<del>_____</del>	<del>_____</del>

(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:**

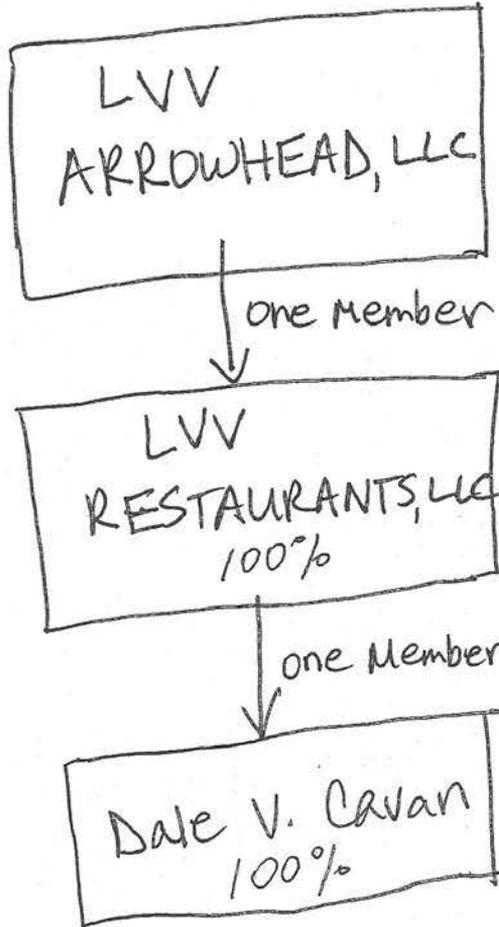
EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

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)

Section 7, #8



**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

\_\_\_\_\_  
 Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

**SECTION 12** Location to Location Transfer: (Bars and Liquor Stores ONLY) 54  
 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))

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 BHH II, LLC  
 Address 7025 N. Scottsdale Rd, #200, Scottsdale, AZ  
 City, State, Zip 85253

4a. Monthly rental/lease rate \$ 6,000/yr What is the remaining length of the lease 12 yrs. 1 mos.  
 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other Personal Guarantee  
 (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. 0

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**

12 AUG 10 11:47 AM 3 54

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.

\_\_\_\_\_  
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 [azliquor.gov](http://azliquor.gov) and click on the "Information" tab.

\_\_\_\_\_  
applicant's initials

**SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)**

1. Check ALL boxes that apply to your business:  
 Entrances/Exits  Liquor storage areas Patio:  Contiguous  
 Service windows  Drive-in windows  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? 11/20/2012  
 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.

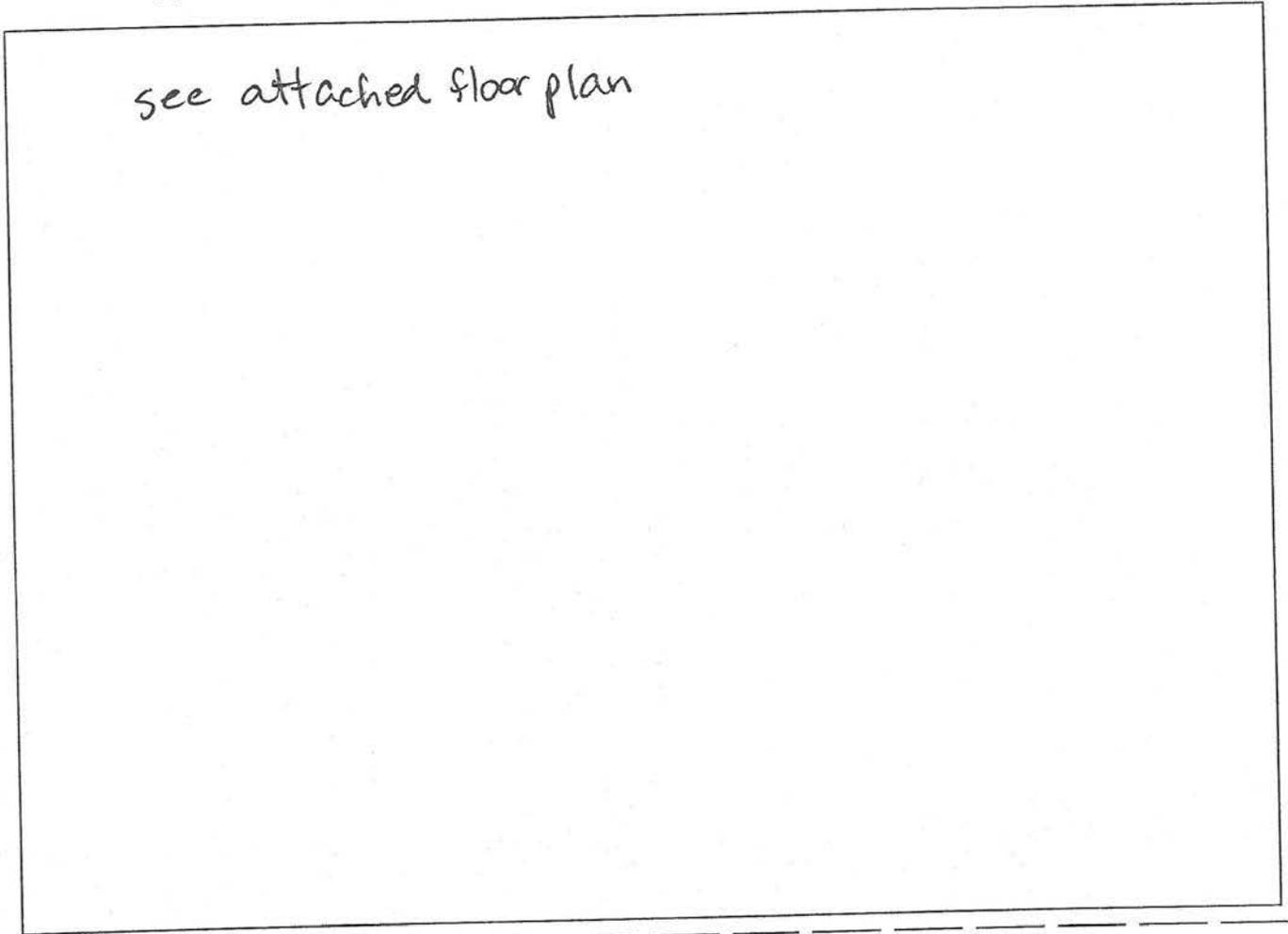
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing

\_\_\_\_\_  
applicant's initials

**SECTION 15 Diagram of Premises**

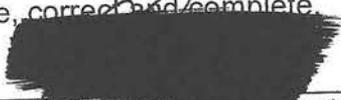
4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not 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.



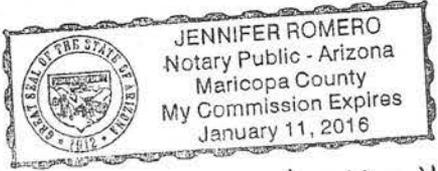
**SECTION 16 Signature Block**

I, Dale Vincent, 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 of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7th of August, 2012  
Day Month Year



My commission expires on : 1-11-16  
Day Month Year





# BARREL GRILL TENANT IMPROVEMENT

**Client:** Architechs, Inc.  
**204 South Main  
 Suite 200  
 Phoenix, AZ 85001  
 Tel: 602.393.5581  
 www.architechs.com**

**Architect:** CH2M HILL  
**1900 North Central Expressway  
 Suite 200  
 Phoenix, AZ 85004  
 Tel: 602.393.5581  
 www.ch2m.com**

**Structural Engineer:** STANLEY  
**1001 North Central  
 Suite 200  
 Phoenix, AZ 85004  
 Tel: 602.393.5581**

**Mechanical/Electrical/Plumbing/HVAC Engineer:** RISE ENGINEERING/RISE ALI  
**1001 North Central  
 Suite 200  
 Phoenix, AZ 85004  
 Tel: 602.393.5581**

**Fire Protection/Alarm/Security:** RISE ENGINEERING/RISE ALI  
**1001 North Central  
 Suite 200  
 Phoenix, AZ 85004  
 Tel: 602.393.5581**

**Interior Design:** RISE ENGINEERING/RISE ALI  
**1001 North Central  
 Suite 200  
 Phoenix, AZ 85004  
 Tel: 602.393.5581**

**General Contractor:** IUI ARROWHEAD, LLC  
**1001 North Central  
 Suite 200  
 Phoenix, AZ 85004  
 Tel: 602.393.5581**

## PROJECT NARRATIVE

This project is a tenant improvement project for the Barrel Grill restaurant located at 1320 North 1st Street, Phoenix, Arizona. The project includes the construction of a new building and the renovation of existing interior spaces. The project is being completed in two phases. Phase 1 includes the construction of the new building and the renovation of the existing building. Phase 2 includes the installation of the restaurant equipment and the completion of the interior finishes. The project is being completed in accordance with the City of Phoenix Building Code and the International Building Code.

## FLORIDA BUILDING CODE DATA

1. All construction shall conform to the Florida Building Code, 2010 Edition, as amended.
2. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended.
3. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended.
4. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended.
5. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended.
6. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended, and the Florida Plumbing Code, 2010 Edition, as amended.
7. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended, and the Florida Plumbing Code, 2010 Edition, as amended, and the Florida Fire Department Code, 2010 Edition, as amended.
8. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended, and the Florida Plumbing Code, 2010 Edition, as amended, and the Florida Fire Department Code, 2010 Edition, as amended, and the Florida Fire Alarm Code, 2010 Edition, as amended.
9. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended, and the Florida Plumbing Code, 2010 Edition, as amended, and the Florida Fire Department Code, 2010 Edition, as amended, and the Florida Fire Alarm Code, 2010 Edition, as amended, and the Florida Fire Sprinkler Code, 2010 Edition, as amended.
10. All construction shall conform to the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended, and the Florida Plumbing Code, 2010 Edition, as amended, and the Florida Fire Department Code, 2010 Edition, as amended, and the Florida Fire Alarm Code, 2010 Edition, as amended, and the Florida Fire Sprinkler Code, 2010 Edition, as amended, and the Florida Fire Extinguisher Code, 2010 Edition, as amended.

## SITE DATA

**Project Address:** 1320 North 1st Street, Phoenix, AZ 85004  
**Site Area:** 10,000 sq. ft.  
**Building Footprint:** 5,000 sq. ft.  
**Lot Coverage:** 50%

## OCCUPANCY & CONSTRUCTION TYPE

**Occupancy:** Restaurant  
**Construction Type:** Type III-B

## ALLOWABLE AREA

**Maximum Allowable Area:** 10,000 sq. ft.  
**Actual Area:** 5,000 sq. ft.

## BUILDING HEIGHT & AREA

Building Height	Area
1-3 stories	5,000 sq. ft.
4-6 stories	0 sq. ft.
7-9 stories	0 sq. ft.
10-12 stories	0 sq. ft.
13-15 stories	0 sq. ft.
16-18 stories	0 sq. ft.
19-21 stories	0 sq. ft.
22-24 stories	0 sq. ft.
25-27 stories	0 sq. ft.
28-30 stories	0 sq. ft.
31-33 stories	0 sq. ft.
34-36 stories	0 sq. ft.
37-39 stories	0 sq. ft.
40-42 stories	0 sq. ft.
43-45 stories	0 sq. ft.
46-48 stories	0 sq. ft.
49-51 stories	0 sq. ft.
52-54 stories	0 sq. ft.
55-57 stories	0 sq. ft.
58-60 stories	0 sq. ft.
61-63 stories	0 sq. ft.
64-66 stories	0 sq. ft.
67-69 stories	0 sq. ft.
70-72 stories	0 sq. ft.
73-75 stories	0 sq. ft.
76-78 stories	0 sq. ft.
79-81 stories	0 sq. ft.
82-84 stories	0 sq. ft.
85-87 stories	0 sq. ft.
88-90 stories	0 sq. ft.
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781-783 stories	0 sq. ft.
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796-798 stories	0 sq. ft.
799-801 stories	0 sq. ft.
802-804 stories	0 sq. ft.
805-807 stories	0 sq. ft.
808-810 stories	0 sq. ft.
811-813 stories	0 sq. ft.
814-816 stories	0 sq. ft.
817-819 stories	0 sq. ft.
820-822 stories	0 sq. ft.
823-825 stories	0 sq. ft.
826-828 stories	0 sq. ft.
829-831 stories	0 sq. ft.
832-834 stories	0 sq. ft.
835-837 stories	0 sq. ft.
838-840 stories	0 sq. ft.
841-843 stories	0 sq. ft.
844-846 stories	0 sq. ft.
847-849 stories	0 sq. ft.
850-852 stories	0 sq. ft.
853-855 stories	0 sq. ft.
856-858 stories	0 sq. ft.
859-861 stories	0 sq. ft.
862-864 stories	0 sq. ft.
865-867 stories	0 sq. ft.
868-870 stories	0 sq. ft.
871-873 stories	0 sq. ft.
874-876 stories	0 sq. ft.
877-879 stories	0 sq. ft.
880-882 stories	0 sq. ft.
883-885 stories	0 sq. ft.
886-888 stories	0 sq. ft.
889-891 stories	0 sq. ft.
892-894 stories	0 sq. ft.
895-897 stories	0 sq. ft.
898-900 stories	0 sq. ft.

## EXTINGUISHING SYSTEM

1. All buildings shall be equipped with an automatic fire extinguishing system. The system shall be designed in accordance with the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended.

## ACCESSIBILITY NOTES

1. All buildings shall be designed in accordance with the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended.
2. All buildings shall be designed in accordance with the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended.
3. All buildings shall be designed in accordance with the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 2010 Edition, as amended, and the Florida Fire and Life Safety Code, 2010 Edition, as amended, and the Florida Electrical Code, 2010 Edition, as amended, and the Florida Mechanical Code, 2010 Edition, as amended.
4. All buildings shall be designed in accordance with the Florida Building Code, 2010 Edition, as amended, and the International Building Code, 20

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 10R

Date Prepared: September 24, 2012

Council Meeting Date: October 9, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Scott Whyte, Economic Development Services Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** City Council authorization to enter into an Exclusive Negotiating Agreement (ENA) with the College of St. Scholastica

---

**Purpose:**

This is a request for the City Council to approve an Exclusive Negotiating Agreement (ENA) with the College of St. Scholastica for the development of a St. Scholastica branch campus in Peoria.

**Background/Summary:**

The College of St. Scholastica has executed an ENA with the City of Peoria to further explore the possibility of establishing a branch campus for the university (see Exhibit A).

St. Scholastica is a private, four-year, Catholic Benedictine college which was founded in 1912 and currently enrolls more than 4,000 students. St. Scholastica is consistently recognized for excellence by *U.S. News & World Report* magazine, whose "America's Best Colleges" rankings put St. Scholastica in the Top Tier of regional universities in the Midwest. St. Scholastica has been called a "hidden gem" by the *Washington Post*.

St. Scholastica offers 40 majors, 35 minors, and 10 pre-professional programs and would be looking to establish in Peoria its graduate programs in nursing, physical therapy, occupational therapy, athletic training and physician assistant among other undergraduate and graduate programs. These programs are in line with the city's objective to create STEM (science, technology, engineering, and math) educational opportunities through the university recruitment initiative in the EDIS.

St. Scholastica would round out the initial university consortium that includes Trine University, and Huntington University should the Huntington University project move forward.

The purpose of the ENA is to provide all parties with freedom to explore the opportunity in depth, including such elements as:

- Conceptual site plan or floor plan development and timing
- University programming, resources, and enrollment targets
- Partnerships for the launch of programs in Peoria

- Financial obligations and ability to operate
- Initialization of the local offering and enrollment growth
- Cooperation among the partners
- City investment and return on investment determination as to the ultimate financial feasibility

**Previous Actions:**

There have been no previous Council actions.

**Options:**

A: **Approve the request to enter into an ENA with the College of St. Scholastica.** This action will continue the endeavor to open a branch campus in Peoria.

B: **Reject the request to enter into an ENA with the College of St. Scholastica.** This action will terminate the project.

**Staff's Recommendation:**

Authorize the City Manager to enter into an Exclusive Negotiating Agreement with the College of St. Scholastica for the development of a branch campus in Peoria.

**Fiscal Analysis:**

This ENA represents no fiscal impact to the city.

**Exhibits:**

Exhibit A: Exclusive Negotiating Agreement



September 21, 2012

Maria Laughner  
Business and Real Estate Development Manager  
Economic Development Services Department  
City of Peoria  
9875 N. 85th Ave.  
Peoria, AZ 85345

Dear Maria:

Enclosed please find our signed exclusive negotiating agreement with the City of Peoria. We understand that, at present, the city has an ENA with Trine University for engineering programs and that it expects to execute an ENA with Huntington University for undergraduate programs in nursing, exercise science, and digital media.

The programs we would like to explore in Peoria include the following nursing and health science programs:

- Graduate nursing
- Undergraduate nursing (if Huntington University does not progress with their plans)
- Physical therapy (graduate)
- Occupational therapy (graduate)
- Graduate exercise physiology
- Undergraduate exercise physiology (if Huntington University does not progress with their plans)
- Social work (graduate and undergraduate)
- Health information management (undergraduate and graduate)
- Athletic training (graduate)
- Physician assistant (graduate)

In addition, although we've not previously discussed programs outside health science and nursing, we would plan to explore the following additional areas:

- Business (undergraduate and graduate)
- Computer information systems (undergraduate and graduate)
- Education (graduate)
- Theology and religious studies, including Catholic studies (undergraduate)

We look forward to working with you and the City of Peoria on this venture.

Sincerely,

Elizabeth Domholdt, EdD  
Vice President for Academic Affairs

**EXCLUSIVE NEGOTIATION AGREEMENT  
FOR A COLLEGE OF ST. SCHOLASTICA LOCATION**

This Exclusive Negotiation Agreement for The College of St. Scholastica in Peoria, Arizona (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2012 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, a charter municipal corporation (the "City") and THE COLLEGE OF ST. SCHOLASTICA (St. Scholastica), a Minnesota non-profit corporation on the terms and conditions set forth below. The City and St. Scholastica may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the City and St. Scholastica are interested in exclusively negotiating with each other for the purpose of locating a university campus in the city with the university portion to be operated by St. Scholastica (the "Project"). The Project is anticipated to include aspects such as academic space, university facilities, student housing as necessary, campus support retail, as well as on- and off-site infrastructure needed to support a university.

WHEREAS, the City and St. Scholastica desire to establish a period of time during which the Parties will exclusively negotiate with each other in good faith to establish the Project structure, site planning, operating pro formas, development pro formas, and any other related and necessary documents to finalize the Project development concept and determine financial feasibility.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

## **AGREEMENT**

### **1. Good Faith Negotiation**

The Parties agree, during the Term (as defined in Section 3 below), to negotiate diligently and in good faith to determine the financial feasibility of the Project and attempt to agree in writing upon the terms of a development concept for the Project, which shall be memorialized by either a new development agreement for Project.

### **2. Confidentiality**

The Parties agree that the negotiations conducted pursuant to this Agreement are subject to Non-Disclosure.

### **3. Term**

This Agreement shall commence upon the date the City approves and all Parties execute this Agreement (the "Effective Date") and shall automatically terminate one hundred and eighty (180) days thereafter (the "Term"). The Parties agree to negotiate diligently and in good faith and conduct due diligence activities during the Term and any extension(s) thereof mutually agreed upon in writing by the Parties. The Parties also agree to provide progress reports to each other and to otherwise regularly communicate with each other as they undertake and perform their respective obligations under this Agreement. The Parties further agree to provide any and all reasonably requested information pursuant to a request by one Party to the other. Any information provided shall be true, correct, and complete and shall not state, or omit, any information that would render the remaining information untrue or misleading.

#### **4. Breach, Cure, Remedies, and Termination**

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Section 4(a) above, the Parties agree that the Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Section 4(a) and (b) above, (i) each Party shall also have the right to terminate this Agreement in the event that any or both of the Parties determine that an impasse has been reached in negotiations under this Agreement, in the determining Party's sole and unreviewable discretion; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; and (iii) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, and, upon the delivery of a valid notice of termination in compliance with this Agreement, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

## **5. Obligations of the City**

During the Term and any extensions thereof, the City shall use its good faith efforts to:

(a) Determine the City facilities and programs that can be shared with St. Scholastica to reduce campus development and/or operating costs. Such determination shall include the specific type of facility or program, hours of operation in which such facilities or programs can be dedicated to St. Scholastica's use, and the context and requirements of such shared use.

(b) Identify financing sources and uses available to assist in the development of the Project, including, but not limited to, Federal, State, and private-fund grants.

(c) Participate and cooperate in the site planning and financial feasibility review process to establish Project feasibility and preferred design.

(d) Assemble a multi-Department City Staff working group to review and assess the proposed site plan.

(e) Further consider the use of the Peoria Industrial Development Authority as possible construction financing for the Project.

(f) Determine on- and off-site impacts of the Project (e.g., traffic impact analysis) for further assessment.

(g) Determine the change in existing land use entitlements necessary to develop the Project.

(h) Determine the adequacy of existing public infrastructure to support the Project.

## **6. Obligations of St. Scholastica**

During the Term and any extensions thereof, St. Scholastica shall use its good faith efforts to:

(a) Promptly advise the City as to its needs relative to proposed shared City facilities and programs. Such advice shall include space needs, hours of operation, amenity needs, and any other information necessary to perfect Project design.

(b) Identify any financing shortfalls in terms of operations and capital development towards the Project in order to determine the best Project structure and approach towards development.

(c) Participate and cooperate in the site planning and financial feasibility review process to establish Project feasibility and preferred design.

(d) Determine the student enrollment phases and number of students expected to reside at the campus, as well as commuter and on-line enrollments in order to better size the facility needs of the Project.

(e) Provide an operating pro forma for the new campus and the Project.

(f) Provide financial documentation in order to determine its creditworthiness for the purpose of establishing Project financing.

(g) Fully disclose to the City upon request information regarding its principals, legal status, financial capabilities, and project experience. At a minimum, St. Scholastica shall disclose the following, as applicable: (i) its parent company; (ii) its subsidiaries; (iii) its affiliates; (iv) its principals, major shareholders, members, and/or partners; (v) its directors, officers, and key employees; and (vi) all other pertinent information concerning St. Scholastica and its legal structure. St. Scholastica will give the City

updated information relevant to any of these categories within ten (10) days of any change.

## **7. Costs, Expenses, and Real Estate Commissions**

(a) St. Scholastica shall pay all costs actually incurred by St. Scholastica in performing its obligations under this Agreement and any internal costs are charges related to St. Scholastica's performance of its obligations under this Agreement. St. Scholastica shall have no obligation to commission or pay for any third party reports, services, studies, legal fees, or any other costs, charges or sums, or to reimburse the City or any other person for any such costs, charges, or sums.

(b) City shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses, and other analyses or activities performed by or at its direction in fulfilling its obligations under this Agreement.

(c) The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent, or finder in connection with this transaction, and St. Scholastica agrees to hold the City harmless from any claim by any broker, agent, or finder retained by St. Scholastica.

## **8. Timetable for Final Project Concept and Site Plan**

The Parties agree to use their reasonable good faith efforts and to diligently adhere to the following timeframes in performing their respective obligations under this Agreement:

(a) Commence Project site planning within 15 calendar days from the Effective Date.

(b) Develop a draft preferred site plan with student enrollment targets within 45 calendar days from the Effective Date.

(c) Complete the operating and development pro forma documents resulting from the preferred site plan for the Project in 90 calendar days from the Effective Date.

(d) Reconcile the development pro formas, financing sources, and preferred site plan for the Project towards final form in 120 calendar days from the Effective Date.

(e) Present final site plan, operating and development pro formas, financing sources and uses, and any associated technical studies (e.g. Traffic Impact Analyses) for City and St. Scholastica consideration and approval in 180 calendar days from the Effective Date.

## **9. City Retention of Legislative Authority and Discretion**

(a) The Parties understand and agree that by entering into this Agreement, the City is not thereby contractually obligating the Peoria City Council to take any legislative action(s) in furtherance of the Project; rather, the City is obligated to proceed in good faith and with due diligence and work cooperatively with St. Scholastica to timely present any necessary legislative approvals for the Project to the Peoria City Council for its consideration and possible approval.

(b) The Parties further understand and agree that the City reserves its right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including legislative matters, such as any amendment to any existing Development Agreement or a new Development Agreement, final approval of a development plan for the Project, approval of any and all plans or permits, or any other acts or

activities requiring the subsequent independent exercise of discretion by the City or any Department thereof.

(c) The Parties also understand and agree that by its execution of this Agreement, the City is not committing itself, or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City or any Department thereof, including, but not limited to, the approval and execution of an amendment to the existing DA or a new Development Agreement, approval of any land use regulation governing the Property, the provision of financial assistance for the development of the Project, the authorization or obligation to use the City's eminent domain authority, or any other such action. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to any proposed amendment to the existing DA or new Development Agreement and all proceedings and decisions in connection therewith.

## **10. Assignment**

No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, St. Scholastica may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which St. Scholastica owns the majority beneficial interest and has operational control.

## **11. Representations and Warranties**

(a) St. Scholastica represents and warrants that it is an Minnesota non-profit corporation duly formed and validly existing under the laws of the State of Minnesota.

(b) St. Scholastica represents and warrants that the person(s) executing this Agreement on behalf of St. Scholastica has full right, power, and authority to execute this Agreement and bind St. Scholastica hereunder.

## 12. General Provisions

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to St. Scholastica's right to terminate this Agreement in accordance with Section 4 above, St. Scholastica's exclusive remedy for an uncured City breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall St. Scholastica have the right, and St. Scholastica expressly waives the right to, seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) from the City in the event of a default by the City under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Each Party hereto (an "Indemnifying Party") shall indemnify, protect, defend, and hold harmless the other Party to this



With copy to: Stephen Kemp, City Attorney  
City of Peoria  
8401 W. Monroe Street  
Peoria, Arizona 85345  
[steve.kemp@peoriaaz.gov](mailto:steve.kemp@peoriaaz.gov)

To St. Scholastica: Don Wortham, VP for Strategic Initiatives  
The College of St. Scholastica  
1200 Kenwood Avenue  
Duluth, MN 55811  
[dwortham@css.edu](mailto:dwortham@css.edu)

With copy to: Beth Domholdt, VP for Academic Affairs  
The College of St. Scholastica  
1200 Kenwood Avenue  
Duluth, MN 55811  
[bdomhold@css.edu](mailto:bdomhold@css.edu)

With copy to: Pat Flattery, VP for Finance  
The College of St. Scholastica  
1200 Kenwood Avenue  
Duluth, MN 55811  
[pflatter@css.edu](mailto:pflatter@css.edu)

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of Officials and Employees.** No elected official, director, officer, or employee of the City or St. Scholastica shall be personally liable under this Agreement in the event of any default or breach by a defaulting Party or for any amount, which may become due to the non-defaulting Party or on any obligations under the terms of this Agreement.

(g) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) **Entire Agreement, Waivers, and Amendments.** This Agreement and the Non-Disclosure Agreement integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Alvernia.

(i) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which, after both Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) **Severability.** In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) **Time is of the Essence.** Time is of the essence for each of the Parties' obligations under this Agreement.

(m) **Recitals.** The recitals set forth above are incorporated herein by this reference.

(n) **Attorneys' Fees.** The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and St. Scholastica. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

IN WITNESS WHEREOF, the City and St. Scholastica have signed this Agreement on the respective dates set forth below.

**CITY:**

CITY OF PEORIA, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Carl Swenson, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Geriminsy, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Steve Kemp, City Attorney

**St. Scholastica:**

By: \_\_\_\_\_ 9/21/2012  
Elizabeth Domholdt, Vice President for Academic Affairs

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 11R

Date Prepared: September 6, 2012

Council Meeting Date: October 9, 2012

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**TO:** Carl Swenson, City Manager

**FROM:** Scott Whyte, Economic Development Services Director

**THROUGH:** Susan J. Daluddung, Deputy City Manager

**SUBJECT:** City Council authorization to enter into an Exclusive Negotiating Agreement (ENA) with Huntington University

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**Purpose:**

This is a request for the City Council to approve an Exclusive Negotiating Agreement (ENA) with Huntington University for the development of a Huntington branch campus in Peoria.

**Background/Summary:**

Huntington University has executed an ENA with the City of Peoria to further explore the possibility of establishing a branch campus for the university (see Exhibit A).

Huntington is a private, four-year, Christ-centered liberal arts university in Indiana that has been consistently ranked by *U.S. News & World Report* in the top tier of Midwestern comprehensive colleges and among the best values in the region.

Huntington offers 70 programs of study and would be looking to establish its programs in nursing, pre-med, math, and visual arts in Peoria. These programs are in line with the city's objective to create STEM (science, technology, engineering, and math) educational opportunities through the university recruitment initiative in the EDIS.

Huntington also has a relationship with Trine University as they share space at the Ft. Wayne campus. The idea is that the two colleges would collaborate as a university consortium if this project moves forward.

The purpose of the ENA is to provide all parties with freedom to explore the opportunity in depth, including such elements as:

- Conceptual site plan or floor plan development and timing
- University programming, resources, and enrollment targets
- Partnerships for the launch of programs in Peoria
- Financial obligations and ability to operate
- Initialization of the local offering and enrollment growth

- Cooperation among the partners
- City investment and return on investment determination as to the ultimate financial feasibility

**Previous Actions:**

There have been no previous Council actions.

**Options:**

**A: Approve the request to enter into an ENA with Huntington University.** This action will continue the endeavor to open a branch campus in Peoria.

**B: Reject the request to enter into an ENA with Huntington University.** This action will terminate the project.

**Staff's Recommendation:**

Authorize the City Manager to enter into an Exclusive Negotiating Agreement with Huntington University for the development of a branch campus in Peoria.

**Fiscal Analysis:**

This ENA represents no fiscal impact to the city.

**Exhibits:**

Exhibit A: Exclusive Negotiating Agreement

## **EXCLUSIVE NEGOTIATION AGREEMENT FOR A HUNTINGTON UNIVERSITY LOCATION**

This Exclusive Negotiation Agreement for Huntington University in Peoria, Arizona (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ 2012 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, a charter municipal corporation (the "City") and HUNTINGTON UNIVERSITY (Huntington), an Indiana non-profit corporation on the terms and conditions set forth below. The City and Huntington may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS**

WHEREAS, the City and Huntington are interested in exclusively negotiating with each other for the purpose of locating a university campus in the city with the university portion to be operated by Huntington (the "Project"). The Project is anticipated to include aspects such as academic space, university facilities, student housing as necessary, campus support retail, as well as on- and off-site infrastructure needed to support a university.

WHEREAS, the City and Huntington desire to establish a period of time during which the Parties will exclusively negotiate with each other in good faith to establish the Project structure, site planning, operating pro formas, development pro formas, and any other related and necessary documents to finalize the Project development concept and determine financial feasibility.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

# **AGREEMENT**

## **1. Good Faith Negotiation**

The Parties agree, during the Term (as defined in Section 3 below), to negotiate diligently and in good faith to determine the financial feasibility of the Project and attempt to agree in writing upon the terms of a development concept for the Project, which shall be memorialized by a new development agreement for Project.

## **2. Confidentiality**

The Parties agree that the negotiations conducted pursuant to this Agreement are subject to Non-Disclosure.

## **3. Term**

This Agreement shall commence upon the date the City approves and all Parties execute this Agreement (the "Effective Date") and shall automatically terminate one hundred and eighty (180) days thereafter (the "Term"). The Parties agree to negotiate diligently and in good faith and conduct due diligence activities during the Term and any extension(s) thereof mutually agreed upon in writing by the Parties. The Parties also agree to provide progress reports to each other and to otherwise regularly communicate with each other as they undertake and perform their respective obligations under this Agreement. The Parties further agree to provide any and all reasonably requested information pursuant to a request by one Party to the other. Any information provided shall be true, correct, and complete and shall not state, or omit, any information that would render the remaining information untrue or misleading.

## **4. Breach, Cure, Remedies, and Termination**

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith,

the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Section 4(a) above, the Parties agree that the Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Section 4(a) and (b) above, (i) each Party shall also have the right to terminate this Agreement in the event that any or both of the Parties determine that an impasse has been reached in negotiations under this Agreement, in the determining Party's sole and unreviewable discretion; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; and (iii) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, and, upon the delivery of a valid notice of termination in compliance with this Agreement, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

## **5. Obligations of the City**

During the Term and any extensions thereof, the City shall use its good faith efforts to:

(a) Determine the City facilities and programs that can be shared with Huntington to reduce campus development and/or operating costs. Such determination shall include the specific type of facility or program, hours of operation in which such facilities or programs can be dedicated to Huntington's use, and the context and requirements of such shared use.

(b) Identify financing sources and uses available to assist in the development of the Project, including, but not limited to, Federal, State, and private-fund grants.

(c) Participate and cooperate in the site planning and financial feasibility review process to establish Project feasibility and preferred design.

(d) Assemble a multi-Department City Staff working group to review and assess the proposed site plan.

(e) Further consider the use of the Peoria Industrial Development Authority as possible construction financing for the Project.

(f) Determine on- and off-site impacts of the Project (e.g., traffic impact analysis) for further assessment.

(g) Determine the change in existing land use entitlements necessary to develop the Project.

(h) Determine the adequacy of existing public infrastructure to support the Project.

## **6. Obligations of Huntington**

During the Term and any extensions thereof, Huntington shall use its good faith efforts to:

(a) Promptly advise the City as to its needs relative to proposed shared City facilities and programs. Such advice shall include space needs, hours of operation, amenity needs, and any other information necessary to perfect Project design.

(b) Identify any financing shortfalls in terms of operations and capital development towards the Project in order to determine the best Project structure and approach towards development.

(c) Participate and cooperate in the site planning and financial feasibility review process to establish Project feasibility and preferred design.

(d) Determine the student enrollment phases and number of students expected to reside at the campus, as well as commuter and on-line enrollments in order to better size the facility needs of the Project.

(e) Identify the programs and opportunities that Huntington can assist the City with in terms of improving the physical, social, and economic conditions of the Old Town area.

(f) Provide an operating pro forma for the new campus and the Project.

(g) Provide financial documentation in order to determine its creditworthiness for the purpose of establishing Project financing.

(h) Fully disclose to the City upon request information regarding its principals, legal status, financial capabilities, and project experience. At a minimum, Huntington shall disclose the following, as applicable: (i) its parent company; (ii) its subsidiaries; (iii) its affiliates; (iv) its principals, major shareholders, members, and/or partners; (v) its directors, officers, and key employees; and (vi) all other pertinent information concerning Huntington and its legal structure. Huntington will give the City updated

information relevant to any of these categories within ten (10) days of any change.

## **7. Costs, Expenses, and Real Estate Commissions**

(a) Huntington shall pay all costs actually incurred by Huntington in performing its obligations under this Agreement and any internal costs are charges related to Huntington's performance of its obligations under this Agreement. Huntington shall have no obligation to commission or pay for any third party reports, services, studies, legal fees, or any other costs, charges or sums, or to reimburse the City or any other person for any such costs, charges, or sums.

(b) City shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses, and other analyses or activities performed by or at its direction in fulfilling its obligations under this Agreement.

(c) The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent, or finder in connection with this transaction, and Huntington agrees to hold the City harmless from any claim by any broker, agent, or finder retained by Huntington.

## **8. Timetable for Final Project Concept and Site Plan**

The Parties agree to use their reasonable good faith efforts and to diligently adhere to the following timeframes in performing their respective obligations under this Agreement:

(a) Commence Project site planning within 15 calendar days from the Effective Date.

(b) Develop a draft preferred site plan with student enrollment targets within 45 calendar days from the Effective Date.

(c) Complete the operating and development pro forma documents resulting from the preferred site plan for the Project in 90 calendar days from the Effective Date.

(d) Reconcile the development pro formas, financing sources, and preferred site plan for the Project towards final form in 120 calendar days from the Effective Date.

(e) Present final site plan, operating and development pro formas, financing sources and uses, and any associated technical studies (e.g. Traffic Impact Analyses) for City and Huntington consideration and approval in 180 calendar days from the Effective Date.

## **9. City Retention of Legislative Authority and Discretion**

(a) The Parties understand and agree that by entering into this Agreement, the City is not thereby contractually obligating the Peoria City Council to take any legislative action(s) in furtherance of the Project; rather, the City is obligated to proceed in good faith and with due diligence and work cooperatively with Huntington to timely present any necessary legislative approvals for the Project to the Peoria City Council for its consideration and possible approval.

(b) The Parties further understand and agree that the City reserves its right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including legislative matters, such as any amendment to any existing Development Agreement or a new Development Agreement, final approval of a development plan for the Project, approval of any and all plans or permits, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any Department thereof.

(c) The Parties also understand and agree that by its execution of this Agreement, the City is not committing itself, or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City or any Department thereof, including, but not limited to, the approval and execution of an amendment to the existing DA or a new Development Agreement, approval of any land use regulation governing the Property, the provision of financial assistance for the development of the Project, the authorization or obligation to use the City's eminent domain authority, or any other such action. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to any proposed amendment to the existing DA or new Development Agreement and all proceedings and decisions in connection therewith.

## **10. Assignment**

No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Huntington may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Huntington owns the majority beneficial interest and has operational control.

## **11. Representations and Warranties**

(a) Huntington represents and warrants that it is an Indiana non-profit corporation duly formed and validly existing under the laws of the State of Indiana.

(b) Huntington represents and warrants that the person(s) executing this Agreement on behalf of Huntington has full right, power, and authority to execute this Agreement and bind Huntington hereunder.

## 12. General Provisions

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to Huntington's right to terminate this Agreement in accordance with Section 4 above, Huntington's exclusive remedy for an uncured City breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall Huntington have the right, and Huntington expressly waives the right to, seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) from the City in the event of a default by the City under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Each Party hereto (an "Indemnifying Party") shall indemnify, protect, defend, and hold harmless the other Party to this Agreement and its officials, officers, directors, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all challenges to this Agreement by the Indemnifying Party or by any third party claiming through the actions of the Indemnifying Party, and any and



steve.kemp@peoriaaz.gov

To Huntington:

With copy to:

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of Officials and Employees.** No elected official, director, officer, or employee of the City or Huntington shall be personally liable under this Agreement in the event of any default or breach by a defaulting Party or for any amount, which may become due to the non-defaulting Party or on any obligations under the terms of this Agreement.

(g) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) **Entire Agreement, Waivers, and Amendments.** This Agreement and the Non-Disclosure Agreement integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto

must be in writing and signed by the appropriate authorities of the City and Huntington.

(i) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which, after both Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) **Severability.** In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) **Time is of the Essence.** Time is of the essence for each of the Parties' obligations under this Agreement.

(m) **Recitals.** The recitals set forth above are incorporated herein by this reference.

(n) **Attorneys' Fees.** The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Huntington. No other

person shall have any right of action or claim under or by reason of this Agreement.

(p) **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

IN WITNESS WHEREOF, the City and Huntington have signed this Agreement on the respective dates set forth below.

**CITY:**

**Huntington:**

  
\_\_\_\_\_  
G. Blair Dowden, President  
Huntington University

**Date:**

August 24, 2012



# City Council Calendar

Color Key:  
City Council

<a href="#">&lt; September</a>	<b>October 2012</b>						<a href="#">November &gt;</a>
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	
7	8	<b>9</b>  <a href="#">Regular City Council Meeting</a>	<b>10</b>  <a href="#">City Council Subcommittee on Policy &amp; Appointments</a>	11	12	13	
14	15	16	17	<b>18</b>  <a href="#">City Council Subcommittee on Community Culture &amp; Public Safety</a>	19	20	
21	22	<b>23</b>  <a href="#">Regular City Council Meeting</a>  <a href="#">Special City Council Meeting &amp; Study Session</a>	24	25	26	<b>27</b> Halloween Monster Bash	
28	29	30	31				



# City Council Calendar

Color Key:  
City Council

<a href="#">&lt; October</a>	<b>November 2012</b>						<a href="#">December &gt;</a>
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	
4	5	6	7	8	9	10	
11	12	<b>13</b>  <a href="#">Regular City Council Meeting</a>  <a href="#">Special City Council Meeting &amp; Study Session</a>	<b>14</b>  <a href="#">City Council Subcommittee on Policy &amp; Appointments</a>	<b>15</b>  <a href="#">City Council Subcommittee on Community Culture &amp; Public Safety</a>	16	17	
18	19	20	21	22	23	24	
25	<b>26</b>  <a href="#">Special Meeting form Election Canvass</a>	27	28	29	30		

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

RCM: 14A

Date Prepared: 18 November 2012

Council Meeting Date: 9 October 2012

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**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

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**Summary:**

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

**Exhibit 1:** Council Subcommittee assigned agenda items

**Contact Name and Number:** Tamara Shreeve, x 5173

City of Peoria  
Council Subcommittees

Community Culture  
and Public Safety  
Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session. Completed	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	
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

City of Peoria  
Council Subcommittees

				Regular Council Meeting 6/19/12
Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session. Completed	
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Infomational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control	9/10/2012	Discussion only. Complete.	NA
Carlo Leone	Residential Parking			
Carlo Leone	Dirt Ordinance			
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Infomational only. Completed	NA
Tamara Shreeve/Susan Thorpe	Community/Outside Agency Funding & Assistance Policy	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	
Ron Aames	Roadside Memorials			
Carlo Leone	Feeding Nuisance Animals	9/10/2012	Item was discussed. Staff will bring draft ordinance back to Subcommittee. (9/10/12)	
Ron Aames	Permissible Number of Animals per Residence	9/10/2012	Discussion only. Complete.	NA

City of Peoria  
Council Subcommittees

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.	
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

City of Peoria  
Council Subcommittees

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

City of Peoria  
Council Subcommittees

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee. Include a process flow chart (12/13/11). Forward to study session with consensus recommendation (1/10/12). Completed	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11). Completed	5/15/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/through a City Manager's report. Completed	Regular Council Meeting 1/3/2012

City of Peoria  
Council Subcommittees

Susan Thorpe	Council Code of Ethics	<p>2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12</p>	<p>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.</p>	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	<p>2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12</p>	<p>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.</p>	

City of Peoria  
Council Subcommittees

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

City of Peoria  
Council Subcommittees

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