



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

**CITY COUNCIL SPECIAL MEETING  
AND STUDY SESSION  
NOTICE & AGENDA  
Tuesday, June 07, 2011  
4:00 PM  
CITY COUNCIL CHAMBER**

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CITY COUNCIL:

Mayor  
Bob Barrett

Mesquite District  
Cathy Carlat, Vice Mayor

Acacia District  
Tony Rivero

Ironwood District  
Dave Pearson

Palo Verde District  
Ron Aames

Pine District  
Carlo Leone

Willow District  
Joan Evans

City Manager  
Carl Swenson

**CONVENE:  
PLEDGE:  
ROLL CALL:**

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

## **CONSENT AGENDA**

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

### **CONSENT – New Business:**

**1C Temporary Agreement, Sunrise Water Company, Water Services**

Discussion and possible action to authorize the City to execute a temporary Water Service Agreement to allow Sunrise Water Company to construct temporary water service connection with the City of Peoria's public water system.

**2C Intergovernmental Agreement, Maricopa County, Workforce Connections**

Discussion and possible action to approve the First Amendment to extend the Intergovernmental Agreement between the Maricopa County Human Services Department and the City of Peoria effective June 30, 2011 through June 30, 2012.

**3C Intergovernmental Agreement, Maricopa County, Reciprocal Borrowing, Library Services**

Discussion and possible action to approve the Fifth Amendment to extend the Intergovernmental Agreement between the Maricopa County Library District and the City of Peoria, effective July 1, 2011 through June 30, 2012.

**4C Grant Application, Jobs for Arizona Graduates, Gila River Indian Community State Shared Revenue Grant Program**

Discussion and possible action to adopt **RES. 2011-72** supporting the grant application for the Jobs for Arizona Graduates for the Gila River Indian Community State Shared Revenue Grant Program.

**5C Grant Application, PLAY Peoria, Inc., Gila River Indian Community State Shared Revenue Grant Program**

Discussion and possible action to adopt **RES. 2011-73** supporting the grant application for PLAY Peoria, Inc. for the Gila River Indian Community State Shared Revenue Grant Program.

**6C Exclusive Negotiating Agreement, Vanguard, Healthcare Campus**

Discussion and possible action to authorize the City Manager to enter into an Exclusive Negotiating Agreement with Vanguard Health Services on the development of a healthcare campus in northern Peoria.

**7C Utility Costs, Rio Vista Recreation Center**

Discussion and possible action to (a) use General Fund Reserves in the amount of \$20,000 to supplement the Rio Vista Recreation Center electricity budget and (b) approve a budget transfer in the amount of \$20,000 from the General Fund Contingency Account to the Rio Vista Recreation Center Electricity Account.

**8C Utility Easement, Salt River Project, 83rd Avenue and Olive**

Discussion and possible action to adopt **RES. 2011-71** authorizing the City Manager to execute a Utility Easement to Salt River Project (SRP) to provide electric services for the new streetlight being constructed by Circle K.

**9C Final Plat, Peoria Basis School, Lake Pleasant Parkway North of Yearling Road**

Discussion and possible action to approve the Final Plat of Peoria Basis School – Lot 2A, located on Lake Pleasant Parkway north of Yearling Road, subject to stipulations.

**10C Grand Avenue Coalition**

Discussion and possible action to approve **RES. 2011-75** supporting the Grand Avenue Coalition.

## **STUDY SESSION AGENDA**

### **Subjects for Discussion Only:**

1. Election District Concept Maps, NDC Corporation, 2011 Redistricting, City of Peoria

### **CALL TO THE PUBLIC: (NON-AGENDA ITEMS)**

Your comments pertaining to City Council business are welcome. However, 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.

### **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.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

**CC: 1C**  
**Amend No. \_\_\_\_\_**

**Date prepared: May 9, 2011**

**Council Meeting Date: June 7, 2011**

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**TO:** Carl Swenson, City Manager

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

**FROM:** William Mattingly, Public Works - Utilities Director

**SUBJECT: Sunrise Water Co. Temporary Water Service Agreement**

**RECOMMENDATION:**

Discussion and possible action to authorize the City to execute the enclosed Sunrise Water Co. Temporary Water Service Agreement to allow Sunrise Water Co. to construct temporary water service connection with the City of Peoria's public water system.

**SUMMARY:**

Sunrise Water Co. has requested that the City allow a temporary service connection with the City of Peoria water system. This temporary service connection would provide water and system pressure in the event that Sunrise Water Company had to shut down one of its wells for maintenance or replacement. Under this agreement, Sunrise Water Co. will pay for the cost of the interconnect and the existing commercial customer rate for City of Peoria water when the interconnect is being used.

Additionally, this agreement stipulates that Sunrise Water Co. will provide the City with water consumption information on Sunrise Water Co. customers who are City of Peoria wastewater customers. This consumption information will allow the City to more accurately bill wastewater customers in the Sunrise Water Co. service area. Previously, the City would estimate winter water consumption for wastewater billing calculations and has historically estimated consumption on the low side (in customers favor).

**FISCAL NOTE:**

No fiscal impact to the City. The temporary service connection will be funded and constructed by Sunrise Water Co. per City of Peoria standards.

**ATTACHMENT:**

Sunrise Water Co. Temporary Water Service Connection Agreement  
Appendix A

**CONTACT:** Brian Biesemeyer, Deputy Utilities Director, 623-773-7181

**AGREEMENT BETWEEN THE CITY OF PEORIA  
AND SUNRISE WATER CO. FOR  
A TEMPORARY WATER SERVICE CONNECTION**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, between the City of Peoria, a municipal corporation of the State of Arizona ("Peoria"), and Sunrise Water Co., an Arizona corporation ("Company"), for the purposes and considerations set forth hereinafter.

RECITALS:

A. Company is a public service corporation engaged in furnishing water utility services pursuant to authority granted by the Arizona Corporation Commission. Company's certificated service area is located within Peoria.

B. Company may at times need to shut down one of its existing wells for maintenance or replacement. While the well is shut down, certain Company customers could receive low water pressure.

C. In order to assist in the Company's efforts to provide adequate water pressure during the well shut down, Peoria has agreed to allow Company to connect to Peoria's water system on a temporary basis and at Company's cost.

D. As part of this Agreement, the parties also agree that Company will provide relevant customer information to Peoria for Peoria's wastewater billing purposes.

E. Subject to the conditions set forth in this Agreement, Peoria is willing to provide a temporary water connection to its facilities to Company and Company is willing to pay for such connection. The water connection provided by Peoria to Company shall be limited in scope and duration as further provided in this Agreement.

NOW, THEREFORE, in consideration of the respective rights, privileges and obligations of the parties hereinafter set forth, it is agreed as follows:

AGREEMENTS:

1. Agreement to Furnish Water Connection.

Peoria agrees to provide a water connection to Company's system at a location designated in Appendix "A" ("Connection Point"). The parties may agree in writing to amend Appendix "A" without amending this entire Agreement. Peoria makes no representations or warranties regarding the quality of the water delivered to Company other than the representation that the quality of water delivered to Company at the Connection Point will be of the same general quality of water that Peoria transports and distributes to customers within its municipal water system.

2. Payment for Water Service.

Company agrees to pay Peoria for all water delivered to Company at the Connection Point. The amount paid by Company shall be based on Peoria's rate schedule in effect at the time of water delivery. For the purpose of determining the applicable rate, Company shall be classified as a commercial rate customer. Peoria will waive any base meter charges for any billing period, when no water has been used.

3. Limitation on Service.

The water deliveries provided by Peoria to Company hereunder shall be strictly limited to customers of the Company situated within the Company's Water Service Area. Company shall not extend service to other customers or otherwise utilize water delivered by Peoria to Company hereunder for the purpose of providing water utility service to locations outside of the Company's Water Service Area.

4. Construction of Connection.

Company shall be responsible for and pay all costs associated with the construction of the physical connection to Peoria's water distribution system. The connection shall be made at the Connection Point. In connection with constructing the connection to the Connection Point, Company shall install necessary valves and fittings to allow the connection to be securely closed if necessary. Forty-eight (48) hours prior to connection construction, Company shall notify, in writing, any Peoria customers whose water supply will be interrupted. Peoria will provide a list of customers that will be affected.

5. Engineering Review: Inspection of Construction.

Prior to the commencement of construction of the connection to Peoria's water distribution main, Company shall submit engineering plans and specifications for the connection to Peoria for review and approval. Peoria's representative shall have the right to inspect the construction and installation of said facilities and shall approve said facilities prior to the commencement of water deliveries to Company hereunder.

The Company shall also ensure it receives all regulatory required approvals from Maricopa County and the State of Arizona before water deliveries are made. This includes Approval to Construct and Approval of Construction if required.

6. Company's Distribution System.

Peoria's obligations to Company under this Agreement shall terminate at the Point of Delivery. Company shall be responsible for the construction, operation and maintenance of all water distribution mains and related facilities and improvements necessary to transport and deliver water from the Point of Delivery to customers within the Company's Water Service Area. Peoria shall have no right, title or interest in such water distribution mains and related facilities and improvements.

7. Water Consumption Information.

Company agrees to provide to Peoria water consumption information for Company's customers that are receiving Peoria wastewater service (listed by account holder name and billing address), for Peoria's use in billing for wastewater services. In order for Company to provide this service, Peoria will submit to Company a map or legal description of its wastewater service area and Company will provide consumption data for all of its customers within Peoria's wastewater service area to Peoria. Peoria agrees that it is only authorized to use such water consumption information for purposes of wastewater services billing and collections and is not authorized to disclose such information to any other party except as may be required by law. Such information will be provided by Company to Peoria on a monthly basis, as requested by Peoria. Such information will be provided to Peoria within 30 days of the end of the month. The format of the data shall be as mutually agreed to between Peoria and Company. If the Company fails to provide the water usage information as outlined above, Peoria, in its sole discretion, may elect to terminate this Agreement with a 60 day written notice.

8. Term of Agreement.

The Agreement shall be effective on the date on which it has been approved and executed by both parties, as reflected on the signature page below. The Agreement shall thereafter have a term of five years. At the end of the five (5) year period the Agreement will automatically renew on an annual basis unless either Peoria or the Company provides to the other party a notice of intent to terminate this Agreement. The notice shall be in writing and be provided in accordance with Section 9 to the non-noticing party at least six (6) months before the effective date of such termination.

9. Notices.

All notices, claims, requests and demands hereunder shall be in writing and served in person or via certified (return receipt requested) mail, postage prepaid, addressed as follows:

If to Peoria:                      City of Peoria  
   8401 West Monroe Street.  
   Peoria, Arizona 85345  
   Attn: Public Works – Utilities Director

If to Company:                      Sunrise Water Co.  
   9098 West Pinnacle Peak Road  
   Peoria, AZ 85383  
   Attn: J.D. Campbell, President

10. Conflict of Interest.

This Agreement is subject to cancellation by Peoria pursuant to the provisions of Section 38-511, Arizona Revised Statutes, which provides, in general, that a contract may be canceled within three years after its execution if any person significantly involved in initiating, negotiating, securing, drafting or creating a contract on behalf of Peoria becomes an employee or agent of, or consultant to, the other party to the contract.

11. Indemnification.

Each party shall indemnify and agrees to pay, defend and hold harmless the other party from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand or expense (including reasonable attorneys' fees) arising from any act or omission of the indemnifying party relating to this Agreement.

12. Entire Agreement.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of this Agreement shall be in writing and shall be effective when executed by a duly authorized representative of both parties hereto.

13. Waiver.

The failure of a party at any time to require performance by the other party of any term, condition or provision herein shall not affect the parties' subsequent rights and obligations under such provision. Waiver by either party of a breach of any term, condition herein shall not constitute a waiver of any subsequent breach of such provision or a waiver of such provision itself.

14. Successors and Assigns.

This Agreement shall be binding upon and inure to benefit of the successors and assigns of the parties. However, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

15. Counterparts.

This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF PEORIA,  
an Arizona municipal corporation

SUNRISE WATER CO.,  
an Arizona corporation

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

By \_\_\_\_\_  
J.D. Campbell, President

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

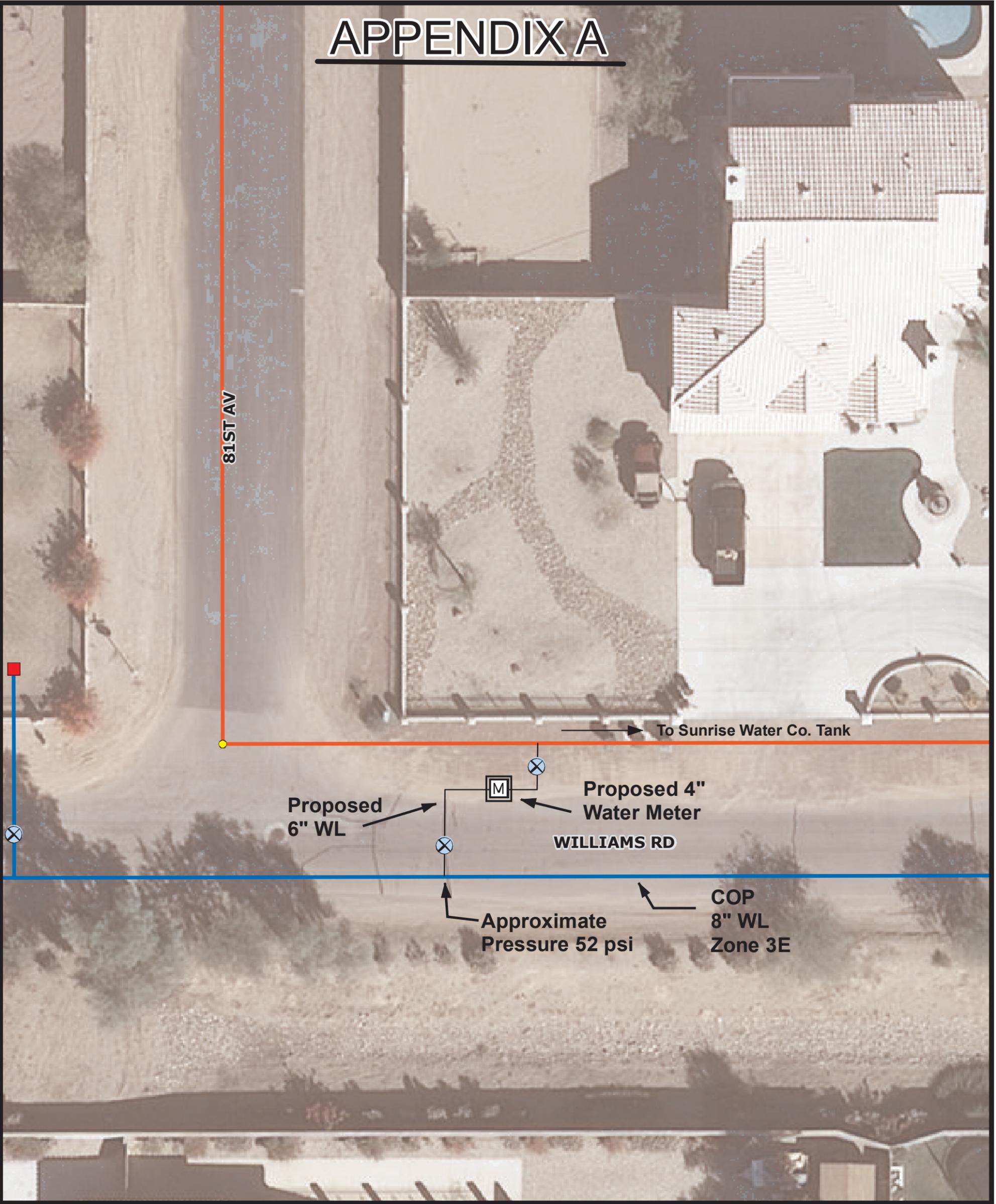
ATTEST:

\_\_\_\_\_  
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

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

# APPENDIX A



## Connection to Sunrise Water Company



City of Peoria

### Legend

#### WATER SYSTEMS SYSTEM OWNER

- City of Peoria
- Sunrise Water Company



Not to Scale



**Note:**  
This Map is based on imprecise  
Source data, subject to change and  
For General Reference Only

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATIONS**

**CC: 2C**  
**Amend No.** \_\_\_\_\_

**Date prepared:** May 5, 2011

**Council Meeting Date:** June 7, 2011

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**TO:** Carl Swenson, City Manager

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

**FROM:** Jeff Tyne, Interim Community Services Director

**SUBJECT:** Amendment to the Intergovernmental Agreement between Maricopa County and City of Peoria for Workforce Connections

**RECOMMENDATION:**

Discussion and possible action to approve the First Amendment to extend the Intergovernmental Agreement between the Maricopa County Human Services Department and the City of Peoria effective June 30, 2011 through June 30, 2012.

**SUMMARY:**

On August 25, 2009, the City Council approved an Intergovernmental Agreement to create a partnership with Maricopa County Workforce Connection (MCWC) and the Library to create an Access Point at the Main Library for people seeking employment. Access Points allow job seekers to go in their own communities to look for jobs and receive assistance in finding employment by connecting them to resources such as resume software and internet access with a one- stop computer system and referrals to one-stop career centers.

The Access Point program is overseen by library employees who received comprehensive training from MCWC. To assist in the execution of this program initially, the library received an LSTA grant in the amount of \$15,000 used for materials and classes that include resume writing, careers, starting a business, interviewing and enhancing job skills. Since October 2009, over 2,000 people have utilized this service.

This action extends the agreement for an additional year. This collaborative effort will continue to address the "Community Building" goal established by the City Council.

**ATTACHMENTS:**

1. First Amendment to Intergovernmental Agreement

**CONTACT:** Brenda Rehnke, Interim Library Manager 623-773-7131

AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF PEORIA

- I. The purpose of Amendment #1 is to extend the term of the Intergovernmental Agreement from June 30, 2011 to June 30, 2013.
- II. The foregoing paragraph contains all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto sign their names in agreement:

**FOR AND ON BEHALF OF THE CITY OF PEORIA**, an Arizona municipal corporation:

**FOR AND ON BEHALF OF MARICOPA COUNTY**:

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

\_\_\_\_\_  
Andrew Kunasek, Chairman  
Maricopa County Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested to:

Attested to:

\_\_\_\_\_  
Wanda Nelson, City Clerk

\_\_\_\_\_  
Fran McCarroll, Clerk of the Board

This Amendment has been reviewed by the undersigned Deputy County Attorney and City Attorney who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

This \_\_\_\_ day of \_\_\_\_\_, 2011

This \_\_\_\_ day of \_\_\_\_\_, 2011

By: \_\_\_\_\_  
Stephen M. Kemp, City of Peoria, City Attorney

By: \_\_\_\_\_  
David H. Benton, Deputy County Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATIONS**

CC: **3C** \_\_\_\_\_  
Amend No. \_\_\_\_\_

**Date prepared:** May 5, 2011

**Council Meeting Date:** June 7, 2011

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**TO:** Carl Swenson, City Manager

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

**FROM:** Jeff Tyne, Interim Community Services Director

**SUBJECT:** Fifth Amendment to the Intergovernmental Agreement between the Maricopa County Library District and the City of Peoria, for Certain Library Services and Reimbursements

**RECOMMENDATION:**

Discussion and possible action to approve the Fifth Amendment to extend the Intergovernmental Agreement between the Maricopa County Library District and the City of Peoria, effective July 1, 2011 through June 30, 2012.

**SUMMARY:**

The authorization for approval of an Intergovernmental Agreement between the Maricopa County Library District (MCLD) and the City of Peoria for a Reciprocal Borrowing Program would obligate the city to provide library services to non-residents of the City to the same extent and pursuant to the same rules and regulations as the City provides to our residents. The services include access to and use of City library facilities for the purpose of identifying, reading, using or borrowing books and materials, library reference services, children's library services and other library services mutually agreed upon between the City and MCLD. This would include both the main and branch facilities.

The MCLD will be obligated to reimburse the City for net services it provides to non-residents. If the number of non-residents who utilize Peoria's library services is greater than the number of Peoria residents who utilize other participating libraries, the MCLD shall pay the City a sum equal to last year's \$28.50 for each net non-resident user in FY 2011 - 2012. If the number of non-residents utilizing Peoria's library services is less than the number of Peoria residents who utilize other participating libraries, then the City is not entitled to any reimbursement.

The language of this reciprocal borrowing program's intergovernmental agreement is

essentially the same as previous years. This action extends the agreement for an additional year. The City Attorney's office has reviewed the intergovernmental agreement and agrees with its contents.

**ATTACHMENTS:**

1. Fifth Amendment to Intergovernmental Agreement

**CONTACT:** Brenda Rehnke, Interim Library Manager 623-773-7131

FIFTH AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE CITY OF PEORIA  
FOR  
THE RECIPROCAL BORROWING PROGRAM

Agenda # \_\_\_\_\_

THIS FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT C-65-02-015-2 ("Amendment" that was effective July 1, 2001, by and between the City of Peoria ("City") and the Maricopa County Library District ("Library District"), with reference to the following facts:

RECITALS

WHEREAS, the Library District has established a Reciprocal Borrowing Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS the City has participation in this program; and

WHEREAS the Library District is willing to continue the program;

NOW THEREFORE the City and the Library District agree that the IGA, effective July 1, 2001 shall continue with the following amendments:

AMENDMENTS

- 1.1. The effective date for services under this Amendment shall be July 1, 2011 to June 30, 2012.
- 1.2. The Library District shall reimburse the City, semi-annually, at a rate of \$28.50 per net non-resident user.
- 1.3. The IGA, as amended by this Amendment, is hereby confirmed. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF PEORIA and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF PEORIA

MARICOPA COUNTY  
LIBRARY DISTRICT

By: \_\_\_\_\_  
Mayor  
City of Peoria

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney  
City of Peoria

\_\_\_\_\_  
Attorney  
Maricopa County Library District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATIONS**

**CC: 4C** \_\_\_\_\_  
**Amend No.** \_\_\_\_\_

**Date prepared: May 23, 2011**

**Council Meeting Date: June 7, 2011**

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**TO:** Honorable Mayor and Council  
**FROM:** Carl Swenson, City Manager  
**PREPARED BY:** Tamara Shreeve, Council Office and Grant Program Manager  
**SUBJECT:** Jobs for Arizona Graduates' grant application for the Gila River Indian Community State Shared Revenue Grant Program

**RECOMMENDATION:** Discussion and possible action to adopt a Resolution to support the Jobs for Arizona Graduates' grant application for the Gila River Indian Community State Shared Revenue Grant Program.

**SUMMARY:**

The Jobs for Arizona Graduates (JAG) would like to submit a grant proposal to Gila River Indian Community's State Shared Grant Program. As stated in the Gila River Indian Community's grant application instructions, a non-governmental organization (non-profit) must receive the applicable governing body's support for the proposed grant project. This support must be in the form of a resolution. Also, if awarded, the City will serve as the fiscal agent between the Gila River Indian Community and JAG. The full amount awarded will be passed through to JAG.

JAG's grant proposal supports their program at Peoria High School. JAG is requesting \$5,000 from the Gila River Indian Community's 12 percent gaming distribution grant program. The JAG Program engages at-risk students with a combination of academic support, leadership opportunities and case management so that they stay in school, improve their academic performance and graduate with their class.

**FISCAL NOTE:**

There would be no fiscal impact to the City of Peoria, as this is a pass-through grant.

**ATTACHMENTS:**

1. Jobs for Arizona's Graduates Grant Application Resolution

RESOLUTION 2011-72

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA SUPPORTING JOBS FOR ARIZONA'S GRADUATES PROJECT APPLICATION FOR GILA RIVER INDIAN COMMUNITY GRANT FUNDS TO SUPPORT THE PEORIA HIGH SCHOOL JAG PROGRAM.

WHERE AS, the Jobs for Arizona Graduates Program at Peoria High School engages at-risk students to stay in school, improve their academic performance and graduate with their class; and

WHERE AS, the Jobs for Arizona Graduate Program proposes to submit for state-shared revenue grants from Gila River Indian Community; and

WHEREAS, the City of Peoria 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.

WHEREAS, the Gila River Indian Community administers a State-Shared Revenue Grant Program; and

WHEREAS, the public interest would best be served by the City supporting the Job for Arizona Graduate Program grant application which will assist Peoria High School at-risk students.

NOW, THEREFORE, BE IT RESOLVED THAT THE Peoria City Council hereby:

1. Approves support of the Jobs for Arizona Graduate Program proposal for Gila River Indian Community State-Shared Revenues grant funds for \$5,000;
2. Agrees to perform the duties of the fiscal agent and comply with all appropriate procedures and guidelines established by the Gila River Indian Community as part of this process;

ADOPTED by the Mayor and City Council of the City of Peoria, Arizona, the 7th day of June, 2011.

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Bob Barrett, Mayor

ATTEST:

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Wanda Nelson, City Clerk

Grant Application  
Arizona Graduate Program  
RES. 2011-72  
June 7, 2011

APPROVED TO FORM:

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Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATIONS**

**CC: 5C**  
**Amend No.** \_\_\_\_\_

**Date prepared: May 25, 2011**

**Council Meeting Date: June 7, 2011**

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**TO:** Honorable Mayor and Council  
**FROM:** Carl Swenson, City Manager  
**PREPARED BY:** Tamara Shreeve, Council Office and Grant Program Manager  
**SUBJECT:** PLAY Peoria, Incorporated's grant application for the Gila River Indian Community State Shared Revenue Grant Program

**RECOMMENDATION:** Discussion and possible action to adopt a Resolution to support PLAY Peoria, Incorporated's grant application for the Gila River Indian Community State Shared Revenue Grant Program.

**SUMMARY:**

PLAY Peoria, Incorporated would like to submit a grant proposal to Gila River Indian Community's State Shared Grant Program. As stated in the Gila River Indian Community's grant application instructions, a non-governmental organization (non-profit) must receive the applicable governing body's support for the proposed grant project. This support must be in the form of a resolution. If awarded, the City will serve as the fiscal agent between the Gila River Indian Community and PLAY Peoria, Inc. The full amount awarded will be passed through to PLAY Peoria Inc.

PLAY Peoria Inc., grant proposal supports their youth and senior scholarship program. The scholarship funds are used to participate in City recreational programs. A person whose family meets the scholarship criteria (based on financial need) is eligible for financial support, so they can participate in recreation program or activity. .

**FISCAL NOTE:**

There would be no fiscal impact to the City of Peoria, as this is a pass-through grant.

**ATTACHMENTS:**

- 1.PLAY Peoria, Inc., Grant Application Resolution

RESOLUTION 2011-73

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA SUPPORTING PLAY PEORIA, INCORPORATE'S APPLICATION FOR GILA RIVER INDIAN COMMUNITY GRANT FUNDS TO SUPPORT RECREATION SCHOLARSHIPS FOR YOUTH AND SENIORS.

WHERE AS, PLAY Peoria, Incorporated's scholarship program was established in 1990 as a way to assist low-income families with registration fess allowing them an opportunity to participate in enrichment programs and recreational activities; and

WHERE AS, the PLAY Peoria, Incorporated proposes to submit for state-shared revenue grants from Gila River Indian Community; and

WHEREAS, the City of Peoria. 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.

WHEREAS, the Gila River Indian Community administers a State-Shared Revenue Grant Program; and

WHEREAS, the public interest would best be served by the City supporting the PLAY Peoria, Incorporated's grant application which will assist youth and seniors in low-income families.

NOW, THEREFORE, BE IT RESOLVED THAT THE Peoria City Council hereby:

1. Approves support of the PLAY Peoria, Inc., Scholarship Program proposal for Gila River Indian Community State-Shared Revenues grant funds for \$15,000;
2. Agrees to perform the duties of the fiscal agent and comply with all appropriate procedures and guidelines established by the Gila River Indian Community as part of this process;

ADOPTED by the Mayor and City Council of the City of Peoria, Arizona, the 7th day of June, 2011.

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Bob Barrett, Mayor

PLAY Peoria  
Grant Application  
June 7, 2011  
RES. 2011-73

ATTEST:

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Wanda Nelson, City Clerk

APPROVED TO FORM:

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Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

CC: **6C**  
Amend No. \_\_\_\_\_

Date prepared: April 25, 2011

Council Meeting Date: June 7, 2011

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**TO:** Carl Swenson, City Manager

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

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

**SUBJECT:** City Council authorization to enter into an Exclusive Negotiating Agreement with Vanguard Health Services on the development of a health care campus in northern Peoria

**RECOMMENDATION:** Authorize the City Manager to enter into an Exclusive Negotiating Agreement with Vanguard Health Services on the development of a health care campus in northern Peoria.

**SUMMARY:**

Vanguard Health Management is interested in developing a large hospital campus on an approximately 70-acre parcel of land currently owned by the Arizona State Land Department ("ASLD") located near the intersection of State Route 303 and Happy Valley Road or some other suitable parcel in northern Peoria.

The purpose of the ENA is to provide both Vanguard and the City freedom to explore this opportunity in depth and to negotiate a potential public/private partnership for the financing, acquisition, development, and operation of the project.

**ATTACHMENT:** The Exclusive Negotiating Agreement is attached for your review.

**CONTACT:** Maria Laughner at 623-773-5121

**EXCLUSIVE NEGOTIATION AGREEMENT  
FOR DEVELOPMENT OF HOSPITAL CAMPUS IN NORTH PEORIA**

This Exclusive Negotiation Agreement for the Development of a Hospital Campus in North Peoria (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2011 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation (the "City"), and VHS ACQUISITION SUBSIDIARY NUMBER 8, INC., a Delaware corporation on behalf of VANGUARD HEALTH MANAGEMENT, INC., a Delaware corporation authorized to do and doing business as a foreign corporation in Maricopa County, State of Arizona ("Vanguard"), on the terms and conditions set forth below. The City and Vanguard may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the City desires to have a major, full-service hospital to locate in North Peoria in the vicinity of State Route 303 and Happy Valley Road.

WHEREAS, Vanguard is interested in developing a large hospital campus on an approximately 70-acre parcel of land currently owned by the Arizona State Land Department ("ASLD") located near the intersection of State Route 303 and Happy Valley Road or some other suitable parcel in North Peoria.

WHEREAS, the City and Vanguard are interested in exclusively negotiating with each other for the purpose of developing a full-service hospital campus in North Peoria ("Project").

WHEREAS, the City and Vanguard 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:

**LCON01711**

## **AGREEMENT**

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

The Parties agree, during the Term (as defined in Section 3 below), to work in good faith and full coordination to analyze, assess, and determine the feasibility of developing the Project.

### **2. Confidentiality**

In this Agreement, "Confidential Information" means information relating to the services, ideas, business, personnel, trademarks, copyrights, intellectual property or commercial activities of Vanguard, which information is not generally known to the public and either derives economic value, actual or potential, from not being generally known, or has a character such that the possessor or owner has a legitimate interest in maintaining its secrecy.

"Confidential Information" also includes information provided by the City to Vanguard, such as City information that is not otherwise a public record.

The City agrees that all documents given to it by Vanguard related to implementation of the Project will be considered Confidential Information, whether or not so marked with any proprietary notice or legend when the disclosure takes place. Such documents shall not be disclosed by the City or any of its officers, employees, or agents to any third party, absent prior written consent by Vanguard, unless such disclosure is or would be required pursuant to the Arizona Public Records Law (see Arizona Revised Statutes, Title 39, Chapter 1, Article 2) or by a court order. In such event, the City will promptly notify Vanguard that disclosure is required by the Public Records Law or a court order.

Vanguard agrees that it will not disclose any Confidential Information it receives from the City to any third party and shall not use any such information to further development of a hospital campus or medical facility in any other Arizona city or county.

The Parties acknowledge and agree that the Confidential Information that is disclosed to them, or that they acquire, see, or learn of as a direct or indirect consequence of the matters contemplated herein, and all dealings and transactions that follow or result from such matters, are the exclusive property of the other Party, and agree that they will keep that information strictly confidential, as required by this Agreement.

### **3. Term**

This Agreement shall commence upon the date the City approves and both Parties have executed this Agreement (the "Effective Date") and shall automatically terminate one calendar year (365 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. Joint Project Feasibility and Development Issues**

During the Term and any extensions thereof, the Parties shall use their collective good faith efforts to cooperatively achieve, determine or identify the following:

(a) Annexation into the City of Peoria of the approximately 70-acre parcel of land owned by the ASLD near State Route 303 and Happy Valley Road that is Vanguard's desired location for development of the Project for a joint, mixed use retail and health care campus.

(b) Potential alternative sites for the Project that are already within the corporate limits of the City of Peoria in the vicinity of State Route 303 in North Peoria, including, but not limited to, the commercial core of the Vistancia Master Planned Community.

(c) The geotechnical, utility, water and wastewater, as well as other physical conditions and systems needed to support the proposed Project.

(d) A construction phasing and financing plan that determines when phased construction of the Project will start and end.

(e) A detailed project financing plan that clearly shows how the Project will be financed through every phase of development and that specifies the City's and Vanguard's roles, conditions, and timing in providing such financing tied into a development pro forma analysis.

## **6. Joint Cooperative Efforts**

(a) The City will provide to Vanguard any existing studies or reports that Vanguard may rely upon as part of this real estate development project.

(b) The City will take all actions necessary and will expedite annexation of the approximately 70-acres of land owned by the ASLD into Peoria.

(c) The Parties will take all actions necessary to facilitate Vanguard's purchase or long-term lease of the approximately 70-acres of land currently owned by ASLD.

(d) The City will prioritize and quickly review submitted site plan entitlement, building, engineering, utility, and other submittals by Vanguard to ensure prompt review and comment.

(e) The City and Vanguard shall work closely and cooperatively to address the issues raised during the Term of this Agreement to quickly assess the Project's feasibility, and upon such determination of feasibility, both Parties will negotiate in good faith a Disposition and Development Agreement for City Council consideration that takes into account any financial participation in the Project by the City.

#### **7. Costs and Expenses**

(a) Vanguard shall pay all costs actually incurred by it or its consultants or agents in performing its obligations under this Agreement and any internal costs are charges related to Vanguard's performance of its obligations under this Agreement.

(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.

#### **8. Timetable for Final Project Concept**

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) Both Parties acknowledge and understand that time is of the essence in completing annexation of the approximately 70-acres of ASLD owned land into the City of Peoria.

#### **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 Vanguard 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 approval of a 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 a Development Agreement, approval of any land use regulation governing the Project 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 approval of a 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, Vanguard 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 Vanguard owns the majority beneficial interest and has operational control.

## **11. Representations and Warranties**

(a) Vanguard represents and warrants that it is a Delaware corporation authorized to do and doing business in the State of Arizona duly formed and validly existing under the laws of the State of Delaware and is in good standing in the State of Delaware.

(b) Vanguard represents and warrants that the person(s) executing this Agreement on its behalf has full right, power, and authority to execute this Agreement and bind Vanguard 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 the Parties right to terminate this Agreement in accordance with Section 4 above, the Parties exclusive remedy for an uncured breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall the Parties have the right, and the Parties expressly waive the right to, seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the Parties 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 all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the negligent acts, errors, or omissions and willful misconduct with respect of the obligations of the Indemnifying Party, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the Indemnified Party. This indemnity obligation in connection with

events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

City: City Manager  
City of Peoria  
8401 W. Monroe Street  
Peoria, Arizona 85345

With copy to: Scott Whyte, Economic Development Services  
Director  
City of Peoria  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
[scott.whyte@peoriaaz.gov](mailto:scott.whyte@peoriaaz.gov)

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

Vanguard: Jon Bartlett, Regional Chief Operating Officer  
VHS Acquisition Subsidiary Number 8, Inc.  
8620 North 22<sup>nd</sup> Avenue, Suite 200  
Phoenix, Arizona 85021  
[jbartlett@abrazohealth.com](mailto:jbartlett@abrazohealth.com)

and

Daniel Beckham, Vice President  
Business Development and Strategy  
VHS Acquisition Subsidiary Number 8, Inc..  
8620 North 22<sup>nd</sup> Avenue, Suite 200  
Phoenix, Arizona 85021  
[dbeckham@abrazohealth.com](mailto:dbeckham@abrazohealth.com)

With copy to: Vanguard Health Systems, Inc.  
20 Burton Hills Boulevard, Suite 100  
Nashville, Tennessee 37215  
Attention: General Counsel

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 Vanguard 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 Vanguard.

(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 Vanguard. 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Vanguard have signed this Agreement on the respective date set forth above.

**CITY OF PEORIA, ARIZONA**, an Arizona  
charter municipal corporation

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

ATTEST:

\_\_\_\_\_  
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

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

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARICOPA )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2011, by Carl Swenson, City Manager for the City of Peoria, Arizona, an Arizona charter municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATIONS**

CC: **7C**  
Amend No. \_\_\_\_\_

Date prepared: April 28, 2011

Council Meeting Date: June 7, 2011

---

**TO:** Carl Swenson, City Manager  
**THROUGH:** Susan J. Daluddung, Deputy City Manager  
**FROM:** Jeff Tyne, Interim Community Services Director  
**SUBJECT:** Rio Vista Recreation Center Electricity overage

**RECOMMENDATION:**

Discussion and possible action to use General Fund Reserves in the amount of \$20,000 to supplement the Rio Vista Recreation Center electricity budget.

Additionally, staff recommends the approval of a budget transfer in the amount of \$20,000 from the General Fund Contingency Account to the Rio Vista Recreation Center Electricity Account (1000-1532-523504).

**SUMMARY:**

Part of a sustainability grant, the project to install LED lights throughout the Rio Vista Recreation Center was expected to be completed by the end of FY10. Thus, the Recreation Center electricity account was cut by \$20,000 as savings was projected from this change to LED lighting.

However, several issues came up once the LED lighting project was begun. It was found that the gymnasium lights at the Recreation Center were very specialized. This led to the need for a specialized vendor and several attempts to find the correct bulb to use. Due to these unforeseen delays in changing out the lights, the Recreation Center will be over-budget in the electricity account. The savings due to the change to LED lights will be realized in full in FY12.

**FISCAL NOTE:**

Staff recommends the approval of a budget transfer in the amount of \$20,000 from the General Fund Contingency Account to the Rio Vista Recreation Center Electricity Account (1000-1532-523504).

**ATTACHMENTS:**

None

**CONTACT:**

Brenda Rehnke, Recreation Manager, 623-773-7131

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

CC: **8C**  
Amend No. \_\_\_\_\_

Date prepared: May 5, 2011

Council Meeting Date: June 7, 2011

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**TO:** Carl Swenson, City Manager  
**THROUGH:** Susan J. Daluddung, Deputy City Manager  
**FROM:** Andrew Granger, P. E., Engineering Director  
**SUBJECT:** Utility Easement, Salt River Project, 83<sup>rd</sup> Avenue and Olive

**RECOMMENDATION:**

Discussion and possible action to adopt a Resolution authorizing the City Manager to execute a Utility Easement to Salt River Project (SRP) associated with providing electric services for the new streetlight being constructed by Circle K.

**SUMMARY:**

SRP has agreed to construct the electric facilities necessary to provide underground power for the street light on Olive Avenue associated with the Circle K site. SRP has requested the easement over City owned property to allow them to install and maintain these facilities.

**FISCAL NOTE:**

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

**ATTACHMENTS:**

1. Vicinity Map
2. Location Map
3. Resolution

**CONTACT:** Kristine Luna, Sr Real Property Administrator, 623-773-7199



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

### LEGEND



Utility Easement  
83rd Avenue and Olive Ave

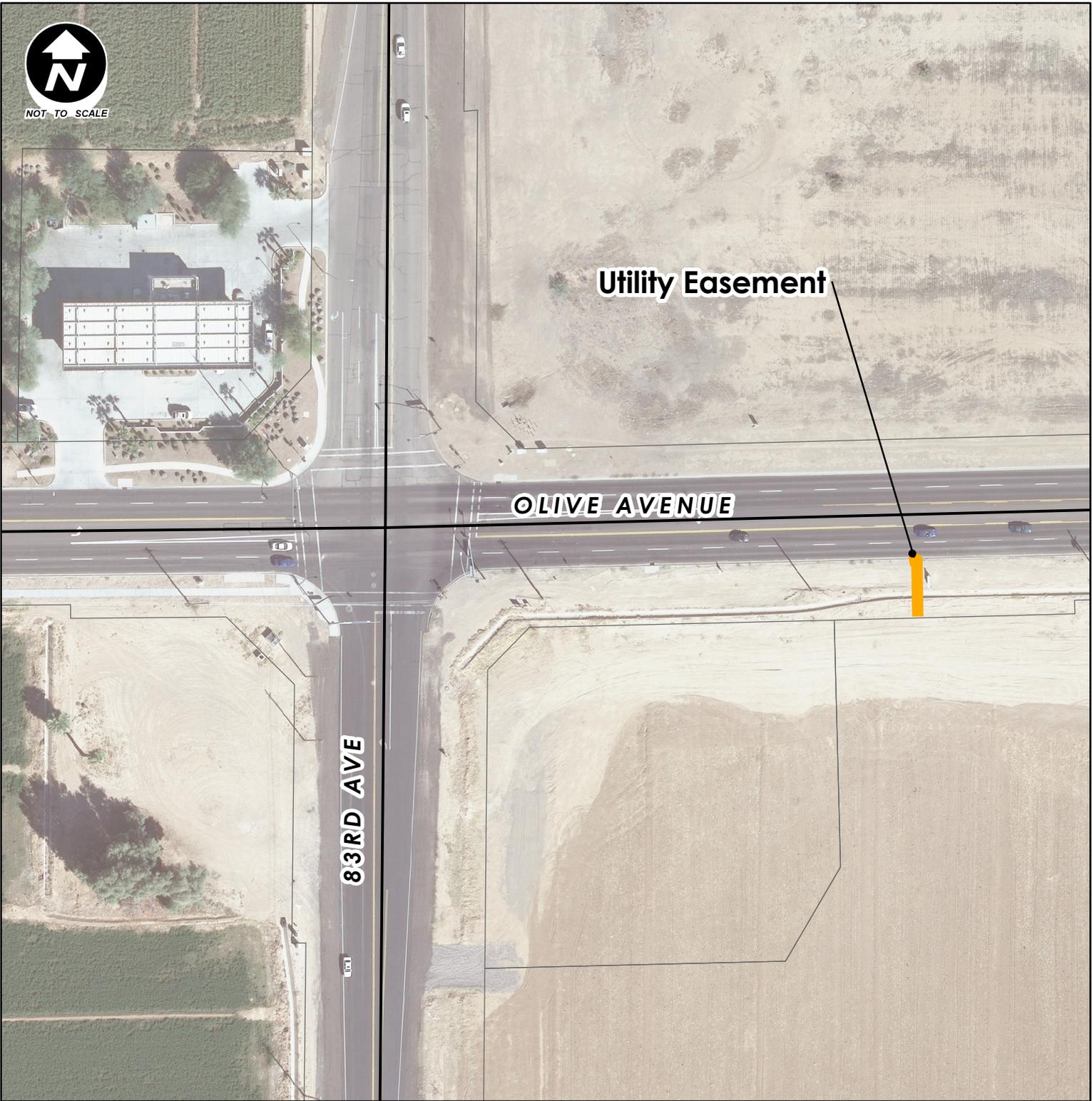
115TH AVE  
111TH AVE  
107TH AVE  
103RD AVE  
99TH AVE  
95TH AVE  
91ST AVE  
87TH AVE  
83RD AVE  
79TH AVE  
75TH AVE  
71ST AVE



## VICINITY MAP



NOT TO SCALE



Utility Easement

OLIVE AVENUE

83RD AVE

**City of Peoria**  
Utility Easement  
to Salt River Project  
83rd Avenue and Olive Avenue  
**Location Map**



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

RESOLUTION NO. 2011-71

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO SALT RIVER PROJECT TO INSTALL UNDERGROUND ELECTRIC TRANSMISSION LINES AND FACILITIES RELATED TO THE INSTALLATION OF A STREET LIGHT AT 83<sup>RD</sup> AVENUE AND OLIVE.

WHEREAS, Salt River Project (SRP) has been requested, by the City of Peoria, to supply power to a new street light, SRP will require the City to grant a Utility Easement for the underground power lines.

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 a Utility Easement to Salt River Project, 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 Utility Easement to Salt River Project, and authorize the City Manager to execute the easement.

Resolution No. 2011-71  
Salt River Project Electric Utility Easement  
June 7, 2011  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 7th day of June, 2011.

---

Bob Barrett, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

Attachment(s):

1. Utility Easement

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB400  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

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**OVERHEAD AND UNDERGROUND POWER DISTRIBUTION EASEMENT**

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Maricopa County  
Parcel # N.A. (Roadway)  
N.W. ¼ Sec. 35, T.3 N., R. 1 E.

Agt. MJM  
Job # KJB-07295 (pt 2 of 2)  
W.O. 81130073

W MJM C MJM

**CITY OF PEORIA,  
an Arizona Municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms, braces, underground electrical conductors, underground conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith (collectively "Facilities") at such locations and elevations, in, upon, over, under, across, through and along the Grantor's Property, as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Easement Parcel. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

The North 75.00 feet of the West 501.26 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 35, Township 3 North , Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

Said easement being 8.00 feet in width, lying 4.00 feet on each side of the centerline (centerline of 8.00 foot easement) as delineated/depicted on the attached EXHIBIT "A", including equipment pad and pole areas, as prepared by SRP Surveys Department, dated April 20, 2011, and by reference made a part hereof.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, **THE CITY OF PEORIA**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**THE CITY OF PEORIA,**  
a municipal corporation

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Wanda Nelson, City Clerk

STATE OF ARIZONA        )  
  ) SS.  
COUNTY OF MARICOPA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_, of **THE CITY OF PEORIA**, a municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

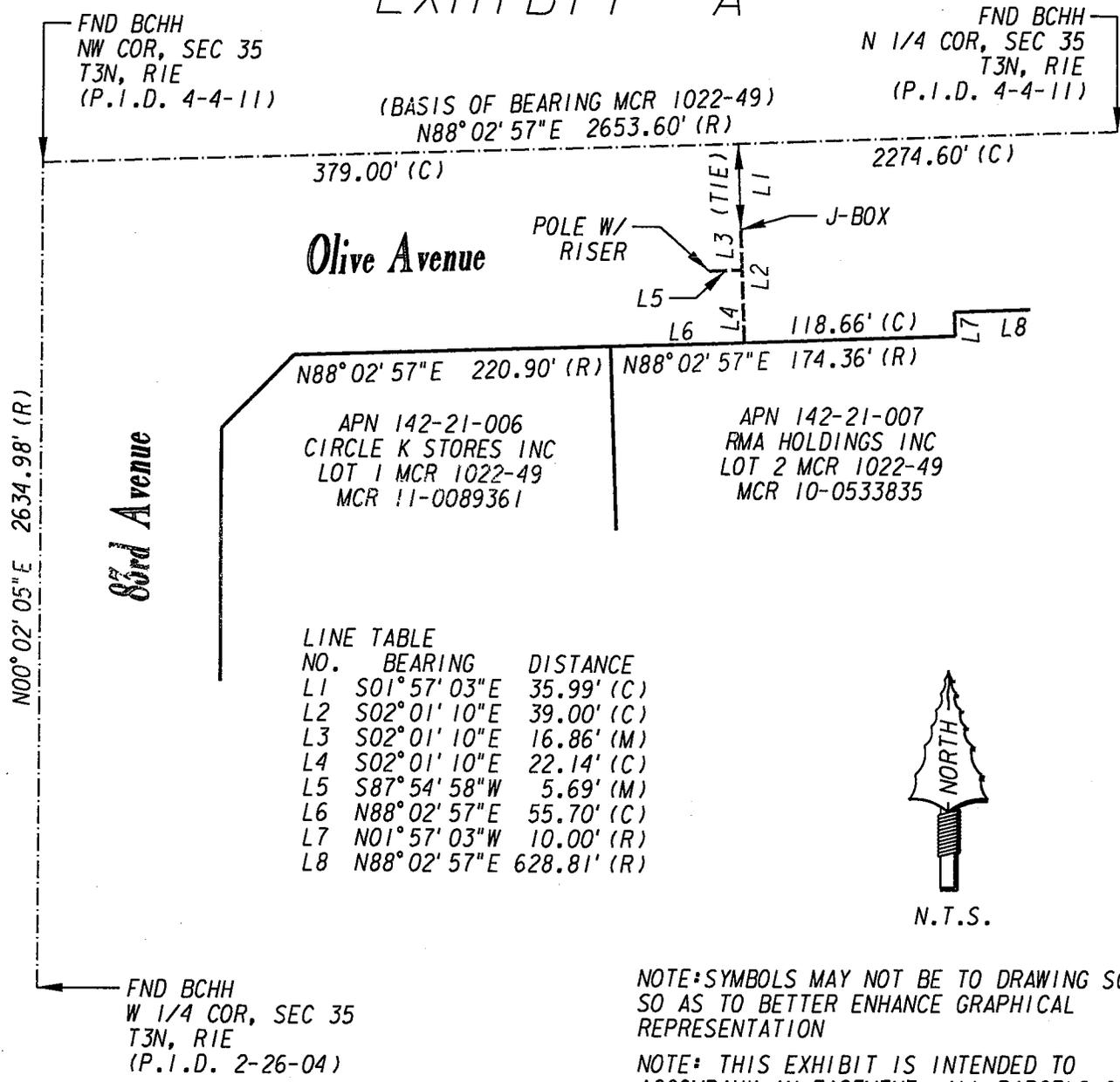
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

# EXHIBIT "A"



LINE TABLE

NO.	BEARING	DISTANCE
L1	S01°57'03"E	35.99' (C)
L2	S02°01'10"E	39.00' (C)
L3	S02°01'10"E	16.86' (M)
L4	S02°01'10"E	22.14' (C)
L5	S87°54'58"W	5.69' (M)
L6	N88°02'57"E	55.70' (C)
L7	N01°57'03"W	10.00' (R)
L8	N88°02'57"E	628.81' (R)



N.T.S.

NOTE: SYMBOLS MAY NOT BE TO DRAWING SCALE, SO AS TO BETTER ENHANCE GRAPHICAL REPRESENTATION

NOTE: THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- ..... 8' PUE PER MCR 1022-49
- P.I.D. PREVIOUS INSPECTION DATE

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

SALT RIVER PROJECT A.I. & POWER DISTRICT	
SRP NO. KJB-7295 & HCH-02512-000 AMP NO. 81130073	
CIRCLE K SEC 83RD AVE & OLIVE AVE NW 1/4, SEC.35, T3N, R1E	
UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA	
DESIGNED: <u>HIXON</u>	AGENT: <u>MCGUIRE</u>
DRAWN: <u>VHARDING</u>	CHK'D BY: <u>JG</u>
DATE: <u>4/20/11</u>	APPROVED:
SCALE: <u>N.T.S.</u>	SHEET <u>1</u> OF <u>1</u>

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

**CC: 9C**  
**Amend No. \_\_\_\_\_**

**Date Prepared: April 25, 2011**

**Council Meeting Date: June 7, 2011**

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**TO:** Carl Swenson, City Manager

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

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

**SUBJECT:** Approve the Final Plat of Peoria Basis School – Lot 2A, located on Lake Pleasant Parkway north of Yearling Road. (Project No. R100037)

**RECOMMENDATION:**

Discussion and possible action to approve the Final Plat of Peoria Basis School – Lot 2A, located on Lake Pleasant Parkway north of Yearling Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office, subject to the following stipulations:

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

**SUMMARY:**

The purpose of the Final Plat is to establish the necessary easements on a parcel for charter school use. This development is within the City's water/sewer service area. All necessary rights of way have been dedicated.

**ATTACHMENTS:**

1. Final Plat
2. Vicinity Map

**CONTACT:**

Jodi Breyfogle, P.E., Civil Engineer: 623-773-7577, [Jodi.Breyfogle@peoriaaz.gov](mailto:Jodi.Breyfogle@peoriaaz.gov)

JOMAX ROAD

*THIS  
SITE*

YEARLING  
ROAD

LAKE PLEASANT PKWY

HAPPY VALLEY ROAD



# VICINITY MAP

N.T.S.





**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

**CC: 10C** \_\_\_\_\_  
**Amend No.** \_\_\_\_\_

**Date prepared: May 11, 2011**

**Council Meeting Date: June 7, 2011**

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**TO:** Carl Swenson, City Manager

**FROM:** Susan Daluddung, Deputy City Manager

**SUBJECT: Grand Avenue Coalition Resolution**

**RECOMMENDATION:** Discussion and possible action to approve a Council resolution supporting the Grand Avenue Coalition.

**SUMMARY:** Peoria has been engaged in the ongoing discussion of commuter rail specifically as it pertains to the Grand Avenue corridor. The Grand Avenue Coalition is multi-jurisdictional and includes cities, the county, railroad, unincorporated communities and target public such as major land owners. The purpose of this resolution is to begin the process of formalizing the group to collectively pursue a common transportation goal that will revitalize and redevelop the Grand Avenue corridor through coordinated planning, actions, and targeted public investments in transportation and community development.

**FISCAL NOTE:** *Not applicable*

**ATTACHMENT:** Grand Avenue Coalition Resolution (see attachment)

**CONTACT:** *Susan Daluddung, Deputy City Manager (623) 773-5160*

## RESOLUTION 2011-75

### RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, SUPPORTING THE GRAND AVENUE COALITION

**WHEREAS**, The Phoenix metropolitan area has experienced unprecedented population growth over the last several decades, impacting all aspects of community development, land use, public service delivery, and particularly the demand on the region's transportation system; and

**WHEREAS**, Continued population growth and associated land development in the outlying areas of Maricopa County will dramatically increase travel demands throughout the region, particularly on the Grand Avenue corridor through the northwest Phoenix metropolitan area; and

**WHEREAS**, Grand Avenue is one the primary arterials serving the Phoenix metropolitan area and is a vital link to the state's highway system; and

**WHEREAS**, The Grand Avenue Corridor bisects and serves several communities including the cities of Phoenix, Glendale, Peoria, Youngtown, El Mirage, Surprise and Wickenburg, as well as the unincorporated Maricopa County communities of Sun City, Sun City West, Wittman, Circle City, and Morristown; and

**WHEREAS**, Commuter rail technology could potentially provide an additional tool to serve travel demand in a manner that would provide more transportation choices, support local transit oriented mixed-use development and community revitalization through smart growth; and

**WHEREAS**, Implementation of commuter rail may promote economic and land use development opportunities if paired with local efforts to facilitate transit-supportive development; and

**WHEREAS**, There is a strong public interest in such development in ongoing planning efforts; and

**WHEREAS**, The communities along Grand Avenue voluntarily formed the Grand Avenue Coalition to collaborate and coordinate their activities in the development of Grand Avenue; and

**WHEREAS**, The Mission of the Grand Avenue Coalition is to revitalize and redevelop the Grand Avenue Corridor through coordinated planning, actions, and targeted public investments in transportation and community development; and

**WHEREAS**, The Goal of the Grand Avenue Coalition is to tie the Western Maricopa entities together to collectively pursue a common transportation goal along the Grand Avenue Corridor, which can include cities, the county, railroad, unincorporated communities and target public such as major land owners;

Grand Avenue Coalition  
June 7, 2011  
RES. 2011-75

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Peoria that:

Section 1. The Council supports and will provide assistance for the participation by the City of Peoria in the Grand Avenue Coalition.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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

Attest:

Approved as to form:

\_\_\_\_\_  
Wanda Nelson, City Clerk

\_\_\_\_\_  
Steve Kemp, City Attorney

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

CC: **SS1**  
Amend No. \_\_\_\_\_

Date prepared: June 1, 2011

Council Meeting Date: June 7, 2011

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**TO:** Honorable Mayor and Council

**FROM:** Steve Kemp, City Attorney



**SUBJECT:** Redistricting Concept Maps

**SUMMARY:**

At the June 7<sup>th</sup> meeting, Council will review redistricting concept maps. The consultant from National Demographics Corporation will be present to discuss the maps and answer any questions.

**FISCAL NOTE:** None

**ATTACHMENT:** None

**CONTACT:** Steve Kemp, City Attorney, (623) 773-7321