



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

**CITY COUNCIL REGULAR MEETING
NOTICE & AGENDA
Tuesday, September 06, 2011
7:00 PM
CITY COUNCIL CHAMBER**

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 Minutes

Discussion and possible action to approve the August 23, 2011 Regular Meeting and Study Session Minutes.

2C Appointment, Boards and Commissions

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

Adopt **RES. 2011-88** appointing Michael Evans as a regular member to the Library Board.

3C Contract Amendment No. 2, Michael Baker Jr., Inc., 75th Avenue and Thunderbird Road Intersection Improvements (EN00089, LCON01910)

Discussion and possible action to approve: (a) Contract Amendment No. 2 in the amount of \$99,056 to Michael Baker Jr., Inc., for post design services and (b) a budget transfer in the amount of \$240,000 to cover increased right-of-way acquisition costs.

4C Intergovernmental Agreement, Drug Enforcement Agency, Tactical Force Agreement and Tactical Diversion Task Force Agreement

Discussion and possible action to: (a) authorize the renewal of two (2) Intergovernmental Agreements between the Peoria Police Department and the Drug Enforcement Administration and assign an officer to the DEA Task Force and the DEA Tactical Diversion Squad Task Force for a period of not less than two years; and (b) approve a budget transfer of \$34,404.50 from the Proposed Grants Contingency Account to the Federal DEA Fund Overtime Account to provide expenditure authority.

5C Abandonment of City Interest, Easement, Street and Highway, 83rd Avenue and Acoma Drive

Discussion and possible action to adopt **RES. 2011-89** authorizing the abandonment of City Interest in an Easement for Street and Highway Purposes as recorded in Docket 8684 Page 926, located within the Thunderbird Self Storage site on the west side of 83rd Avenue north of Acoma Drive, and declaring an emergency.

6C Final Plat, Sunset Ranch IIA, Lake Pleasant Parkway and Williams Road

Discussion and possible action to approve a Final Plat of Sunset Ranch IIA, located at Lake Pleasant Parkway north of Williams Road, subject to stipulations.

7C Acceptance and Subsequent Land Donation, Downtown Peoria Residential Lot, 8459 W. Madison Street

Discussion and possible action to adopt **RES. 2011-90** authorizing the acceptance of a vacant lot in Downtown Peoria at 8459 W. Madison Street from Wells Fargo Bank and further authorize the offering of the property to a non-profit through a Materials Management Solicitation of Interest.

REGULAR AGENDA

NEW BUSINESS

8R PUBLIC HEARING: Off-Track Wagering License Renewal, American Greyhound Racing Inc., 6750 West Peoria Avenue

PUBLIC HEARING: RE: An Off-Track Wagering License Renewal for Gallagher's of Peoria, 6750 West Peoria Avenue.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the Arizona Racing Commission for an Off-Track Wagering License Renewal for Gallagher's of Peoria, 6750 West Peoria Avenue.

9R Contract Amendment No. 2, FNF Construction, Inc., 75th Avenue and Thunderbird Road Intersection Improvements

Discussion and possible action to approve Contract Amendment No. 2, GMP#2, in the amount of \$3,689,652 to FNF Construction, Inc. for construction services associated with the 75th Avenue and Thunderbird Road Intersection Improvements, Project Nos. EN00089, UT00143.

10R Contract, Combs Construction, Beardsley Road; Lake Pleasant Road to 99th Avenue

Discussion and possible action to: (a) approve the construction contract with Combs Construction in the amount of \$2,236,065 for the construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road; and (b) approve a 15 percent contingency to cover contract amendments related to unforeseen conditions or owner requested changes.

11R Petition for Review in the Arizona Supreme Court In the Matter of City of Peoria and City of Phoenix v. Brink's Home Security, Inc.

Discussion and possible action to authorize the filing of a Petition for Review in the Arizona Supreme Court In the matter of City of Peoria and City of Phoenix v. Brink's Home Security, Inc.

12R Code Amendment, Chapter 8, City Council Districts

Discussion and possible action to adopt **ORD. 2011-17** amending Chapter 8 of the Peoria City Code (1992) pertaining to legal descriptions for City Council Districts.

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.

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation
3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)
 - a. Commemoration of September 11
 - b. PACe Conference - November 17, 2011

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.

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
August 23, 2011

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

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

Members Present: Mayor Bob Barrett; Vice Mayor Cathy Carlat; Councilmembers Ron Aames, 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; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Andy Granger, Engineering Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works and Utilities Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Wynette Reed, Human Resources Director; Jeff Tyne, Interim Community Services Director; Scott Whyte, Economic Development Services Director; Claudia Luján, Assistant to the City Manager; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 25 members of the public were present.

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

PRESENTATION:

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 Aames, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

CONSENT – New Business:

1C Disposition of Absence

Excused the absence of Councilmember Joan Evans from the Special City Council Meeting and Study Session held at 5:00 p.m. on July 5, 2011.

2C Minutes

Approved the following minutes:

June 21, 2011 Special Meeting and Study Session
June 21, 2011 Regular Meeting
July 5, 2011 Special Meeting and Study Session
July 5, 2011 Regular Meeting

3C Grant, Peoria Police Department, Department of Public Safety Victims of Crime Act (VOCA)

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

4C Deeds and Easements, Various Locations

RESOLUTION NO. 2011-87

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

Adopted **RES. 2011-87** accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

5C Easement, Public Water Line, Scotland Yard Neighborhood Park

RESOLUTION NO. 2011-85

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A WATER LINE EASEMENT TO THE PUBLIC FOR A 12 INCH WATER TRANSMISSION LINE RELATED TO THE DEVELOPMENT OF SCOTLAND YARD NEIGHBORHOOD PARK AT SCOTLAND AVENUE AND THE LOOP 101 FREEWAY.

Adopted **RES. 2011-85** authorizing the City Manager to execute a Public Water Line Easement within Scotland Yard Neighborhood Park located on the south side of Scotland Avenue adjacent to the Loop 101 Freeway.

6C Easement, Public Utility, Community Park 2, 83rd Avenue and Olive Avenue

RESOLUTION NO. 2011-84

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A PUBLIC UTILITY EASEMENT TO THE PUBLIC RELATED TO THE DEVELOPMENT OF COMMUNITY PARK 2 LOCATED AT THE SOUTHEAST CORNER OF 83RD AND OLIVE AVENUES.

Adopted **RES. 2011-84** authorizing the City Manager to execute a Public Utility Easement adjacent to Community Park 2 which is located at the Southeast Corner of 83rd and Olive Avenues.

7C Right of Way Acquisition, 103rd Avenue and Butler Drive

RESOLUTION NO. 2011-83

A RESOLUTION OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DECLARING A PUBLIC USE; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ACQUIRE ON BEHALF OF THE CITY OF PEORIA FOR PUBLIC PURPOSES ALL INTEREST IN CERTAIN DESCRIBED REAL PROPERTY IN THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA (IDENTIFIED GENERALLY AS PARCEL NO. 142-61-002L), IN ORDER FOR THE CITY TO PROPERLY MAINTAIN THE PROPERTY AND FOR OTHER PUBLIC PURPOSES; AND DECLARING AN EMERGENCY.

- a) Adopted **RES. 2011-83** authorizing the acquisition of a strip of land for the widening of 103rd Avenue between Northern Avenue and Olive Avenue through a Quiet Title action to be filed by the City Attorney's office; and
- b) Approved a budget adjustment in the amount of \$30,000 from General Fund Contingency to the General Fund Non-Departmental Property Taxes Account.

8C Abandonment of City Interest, Federal Patent Easements, Yearling Road and 94th Avenue Alignment

RESOLUTION NO. 2011-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN PUBLIC RIGHTS-OF-WAY DEDICATED TO THE PUBLIC

BY THE UNITED STATES OF AMERICA FOR ROADWAY AND PUBLIC UTILITIES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY PUBLIC RIGHTS-OF-WAY BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

Adopted **RES. 2011-86** authorizing the abandonment of City interest in a portion of two existing Federal Patent Easements for Roadway and Public Utilities, as recorded in Docket 2984, Page 108 and Docket 3037, Page 491; located south of Yearling Road at the 94th Avenue alignment.

9C Final Plat, Trilogy at Vistancia Parcel C4, Vistancia Boulevard and Trilogy Boulevard

Approved a Final Plat of Trilogy at Vistancia Parcel C4, located on Vistancia Boulevard and Trilogy Boulevard, subject to stipulations.

10C Re-Plat of Vistancia Marketplace II Parcel A24, Vistancia Boulevard and El Mirage Road

Approved a Re-Plat of Vistancia Marketplace II Parcel A24, located on Vistancia Boulevard and El Mirage Road, subject to stipulations.

11C New River Utility Company Temporary Water Service Agreement

Approved a Temporary Water Service Agreement with The New River Utility Company enabling the City to provide temporary water to the New River Utility Company in emergency situations.

12C Intergovernmental Agreement, Peoria Unified School District, School Resource Officers

Authorized the City Manager to execute an Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria to assign three Peoria Police Officers to the campuses of Centennial, Peoria and Sunrise Mountain High Schools as School Resource Officers.

13C Annual Investment Report for the Year Ended June 30, 2011

Reviewed and accepted the Annual Investment Report for the Year Ended June 30, 2011.

14C Authorization to Hold an Executive Session

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

- a) Discussion with legal counsel for legal advice on appeal of Solberg vs. Arizona State Retirement System. (Pursuant to A.R.S § 38-431.03(A)(3)).
- b) Discussion with legal counsel for legal advice on Brinks vs. Cities of Phoenix and Peoria. (Pursuant to A.R.S. § 38-431.03(A)(3)).

STUDY SESSION AGENDA

Subjects for Discussion Only:

1. Proposed Entertainment District Identity Creation, Pedestrian Connectivity, Signage, and Redevelopment Projects

Scott Whyte, Economic Services Director, provided an overview of the Peoria Entertainment District project with respect to identity, signage, connectivity and redevelopment opportunities. Mr. Whyte introduced Mike Oliver, Developer, and Cameron Mills of Osage West, LLC; Bob Pitre, Chief Financial Officer, Osage, LLC; and Matt Lamont of Raintree Design Group.

Mr. Whyte provided information regarding:

- Economic development implementation strategies
- District design principles
- Feasibility
- Investment in the district

Mr. Lamont provided an update regarding mixed-use redevelopment. Mr. Lamont provided information regarding:

- Incorporating the redevelopment project into the district design
- Osage West project concept

Mr. Whyte discussed the need for parking and the options for funding the parking structure. Mr. Whyte provided background regarding:

- Initial parking issues
- Opportunities for art
- Elevation

Discussion ensued regarding:

- Parking lot structures that include onsite parking garages as well as parking adjacent to Harkins Theatres
- Consumer acceptance of parking lots
- Parking structure design
- Art on parking structure
- Traffic flow on 83rd Avenue

Mr. Whyte discussed entertainment district identity options and sign concepts. The following information was discussed:

- Why identity is so important
- Identity options considered
- District signage
- Intra-District digital signs
- Digital sign placements on Loop 101
- 83rd Avenue bridge treatment
- Pedestrian connectivity
- Paradise Lane concepts
- Next steps

Discussion ensued regarding:

- Cost of the entertainment district development implementation
- Land leasing agreements
- Project funding options
- Project phases

6:40 p.m. Council recessed for a short break.

6:48 p.m. Council resumed.

2. Council Subcommittees

Susan Thorpe, Deputy City Manager, presented information regarding Council Subcommittees. Ms. Thorpe provided background regarding Council Subcommittees and the next steps in the process. Ms. Thorpe outlined the staff's proposed Council Policy.

Discussion ensued regarding:

- Staff's Proposed Council Policy
- Government transparency
- Duties of subcommittees
- Determination of policy issues
- Benefits of subcommittees

- Public participation
- Frequency of policy issues before Council
- Subcommittee processes
- Staffing considerations
- Citizen involvement on subcommittees

Consensus of the Council was to postpone further discussion regarding Council Subcommittees for a future meeting.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

Richard Feyrer addressed Council regarding Council Subcommittees.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 9:00 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Regular Meeting of the City Council of Peoria, Arizona held on the 23rd day of August, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 6th day of September, 2011.

(Seal)

Wanda Nelson, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 2C

Date Prepared: August 30, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager
FROM: Wanda Nelson, CMC, City Clerk
THROUGH: Susan K. Thorpe, Deputy City Manager
SUBJECT: Board and Commission Appointment

Purpose:

This is a request for City Council to appoint Mr. Michael Evans as a regular member to the Library Board with a term to expire June 2015.

Background/Summary:

The term for Steve Poe, regular member, expired June 2011. Mr. Poe served two full terms on the Library Board and is ineligible for reappointment due to term limits for scheduled Boards and Commissions. One (1) vacancy was created with a term to expire June 2015.

Previous Actions:

On August 15, 2011, the Council Subcommittee on Boards and Commissions Appointments met in the Ironwood Conference Room and interviewed Mr. Evans for possible appointment to the Library Board. The Subcommittee unanimously voted to recommend Mr. Evans for appointment to the Library Board.

On August 17, 2011, a memorandum was submitted to Mayor and Council outlining the recommended appointment and asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

- A.** Appoint Michael Evans to the Library Board with a term to expire June 2015.
- B.** Continue recruitment efforts to fill the current vacancy on the Library Board.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendation from the Council Subcommittee on Boards and Commissions Appointments pertaining to the following appointment, and adopt the Resolution as presented:

Adopt RES. 2011-88 appointing Michael Evans as a regular member to the Library Board.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, Mr. Evans will be invited to receive a plaque and Certificate of Appointment to the Library Board at the September 20, 2011 City Council meeting.

Exhibit(s):

Exhibit 1: Resolution No. 2011-88

Contact Name and Number: Natalie Gilstrap, City Clerk Specialist, 623-773-7340

RESOLUTION 2011-88

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA, APPOINTING MICHAEL EVANS TO THE
LIBRARY BOARD AND ESTABLISHING THE TERM OF
OFFICE.

WHEREAS, the term of appointment for Steve Poe on the Library Board expired June 2011 and there exists one vacancy; and

WHEREAS, Michael Evans desires to be a member and appointed to the Library Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Michael Evans as a regular member to the City of Peoria Library Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Michael Evans is appointed as a regular member to the City of Peoria Library Board.

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

Michael Evans

June 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 6th day of September, 2011.

CITY OF PEORIA, an Arizona municipal
corporation

Bob Barrett, Mayor

RESOLUTION NO. 2011-88
Page 2 of 2

ATTEST:

Wanda Nelson, City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3C

Date Prepared: August 1, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment No. 2, Michael Baker Jr., Inc., 75th Avenue and Thunderbird Road Intersection Improvements (EN00089, LCON01910)

Purpose:

This is a request for City Council to approve: 1) Contract Amendment No. 2 in the amount of \$99,056 to Michael Baker Jr., Inc., for post design services and 2) a budget transfer in the amount of \$200,000 to cover increased right-of-way acquisition costs.

Background/Summary:

The project design consultant works along side of the contractor and the city's project manager throughout the project. There are two main sequential phases of the role of the design consultant on this project.

- Design services
- Post design services

On February 16, 2010, the original design contract was awarded to Michael Baker Jr., Inc. in the amount of \$633,612. The design contract included the following tasks:

- Complete site survey and design of the intersection;
- Public involvement - the consultant met with the city and developed the entire design package along with coordinating that design with the business owners along all four legs of the intersection;
- Utility coordination - conducted multiple meetings with each of the utility companies to identify conflicts and coordinate relocations;
- Design of the new 16" water line;
- Preparation of legal descriptions and exhibits for the purchase of the needed right-of-way and easements;
- Preparation of the traffic study to determine the number of lanes required to meet future traffic demands;

- Assisting with the Construction Manager at Risk Contractor selection process;
- Preparation of the construction documents.

On September 28, 2010, Contract Amendment No. 1 was awarded to Michael Baker Jr., Inc. in the amount of \$49,780. The tasks included in Contract Amendment No.1 are summarized below:

- Noise study - During the design phase it became evident that in order to maintain clearance from the large SRP irrigation pipe and irrigation structure (lateral 20) located along the west side of 75th Avenue, the widening of the intersection had to be moved to the east. This resulted in the improvements encroaching closer to the neighborhood than was originally anticipated. To fully investigate all possible noise impacts of the new road design, a noise study was added to the design contract which specifically addressed this project’s impact on the neighborhoods located south of the project. The results of the noise study recommended that noise mitigation was not required. Since noise mitigation is not required, the city will not be constructing a noise wall;
- Additional pothole services - During the design phase it was determined that additional potholes were needed to identify the exact location and depth of the SRP irrigation pipe and electrical lines.

A summary of the revised total contract cost is provided below:

Design Contract:	\$633,612
Contract Amendment No. 1 (noise study/potholes)	\$ 49,780
Contract Amendment No. 2 (post-design services)	<u>\$ 99,056</u>
Revised Contract Total:	\$782,448

Therefore, the next phase of the consultant services is to enter into a contract amendment for providing post design services, which includes the following tasks:

- Provide site visits during construction;
- Answer requests for information;
- Review and approve material and equipment submittals;
- Assist the city in maintaining quality control;
- Provide public information during construction;
- Prepare project as-builts.

Post design services are intended to provide construction and engineering assistance as needed to satisfactorily complete construction. These services shall be provided at the time of need. The consultant shall provide a qualified representative during the construction phase to deal with issues concerning the intent and interpretation of the construction plans and documents. Should changed conditions be encountered in the field, and when requested by the city, the consultant shall respond in a timely manner with suitable engineering solutions that adequately

Council Communication

reflect and respond to the changed field conditions. The city will provide construction management and inspection services.

The project includes SRP irrigation relocation which requires exchanging land rights between the city and the Bureau of Reclamation. In addition to the exchange, the area of the required easement and the cost per square foot also increased. These additional costs exceed original budgeted amount for the land acquisition category. The above budget transfer will provide adequate funding for this action. Due to the competitive construction market reductions in the construction costs resulted in the total project cost remaining under the programmed budget.

Previous Actions:

- Council approved and adopted Resolution 2011-46 authorizing acquisition of right-of-way on April 5, 2011;
- Contract Amendment No. 1 to Michael Baker Jr., Inc. was approved on September 2, 2010;
- City staff initiated the SRP irrigation relocation and Bureau of Reclamation land rights exchange on July 19, 2010;
- Council awarded the original design contract to Michael Baker Jr., Inc. on February 16, 2010.

Options:

- A:** Approve Contract Amendment No. 2 and the right-of-way budget transfer.
- B:** Deny approval of Contract Amendment No. 2 and the right-of-way budget transfer. Denial of either of these options will have a negative impact on the construction of the improvements and the timeline of their construction.

Staff's Recommendation:

Staff recommends that the City Council approve Contract Amendment No. 2 and the right-of-way budget transfer.

Request a budget transfer in the amount of \$200,000 from the Transportation Sales Tax Fund, Street System Account 7010-7075-543001 to the Transportation Sales Tax Fund, Land and Improvements Account 7010-7075-540000.

Request a budget transfer in the amount of \$40,000 from the Outside Sources Fund, Street System Account 4810-4810-543001 to the County Transportation Tax (Prop 400) Fund, Street System Account 4550-4550-543001.

Fiscal Analysis:

Funding for this project is available in the FY 2012 Capital Improvement Program. Total expenditures in the amount of \$99,056 will be made from the County Transportation Sales Tax (Prop 400) Fund.

Narrative:

Right-of-way acquisition is anticipated to be October 2011, with construction anticipated to occur between October 2011 and April 2012. Post-design services will occur throughout the duration of construction as well as approximately two months after completion to assist with project closeout. Approval of both the budget transfer and the post-design contract amendment will allow the project to proceed according to this schedule.

Exhibit 1: Vicinity Map

Prepared by: Geoffrey Zinnecker, P. E., Civil Engineer



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

75th Avenue & Thunderbird Road



Intersection Improvements

EN00089



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



Exhibit 1
VICINITY MAP

The contract
pertaining to this
agenda item is on file
in the City Clerk's
Office.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: August 11, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Renewal of two (2) Intergovernmental Agreements between the City of Peoria Police Department and the Drug Enforcement Administration

Purpose:

This is a request for City Council to authorize the renewal of two (2) Intergovernmental Agreements with the Drug Enforcement Administration (DEA) in order to continue the fight against illegal drugs in Arizona.

Background/Summary:

This renewal extends the current agreement through September 30, 2012. Through this partnership, the City of Peoria Police Department will assign one officer each to both the DEA Task Force and the DEA Tactical Diversion Squad Task Force with the aim to disrupt illicit drug traffic and diversion schemes involving controlled pharmaceuticals. This extension does not include changes to the previous agreement.

The Tactical Diversion Squad Task Force Agreement is to renew the assignment of a Peoria Police officer to the DEA Tactical Diversion Squad Task Force for a period of not less than two years. The Tactical Diversion Squad Task Force focuses on diversion schemes involving controlled pharmaceuticals and chemicals, and prescription fraud.

The DEA Task Force agreement is to renew the assignment of a Peoria Police officer to the DEA Task Force for a period of not less than two years. The DEA Task Force focuses on disrupting illicit drug traffic in Arizona by immobilizing target violators, dismantling organizations involved in the trafficking of narcotics, and conducting undercover operations and investigations.

The officers assigned to these task forces receive specialized training and equipment to address the trafficking of controlled substances. The DEA will reimburse overtime expenses.

The Peoria Police Department is committed to the pursuit and prosecution of offenders involved in illicit drug trafficking and the diversion of controlled pharmaceuticals. By collaborating with these multi-agency teams, our efforts can result in the prosecution of offenders in the courts of Arizona and the United States.

Previous Actions:

City Council has previously approved the attached agreement. This will be the ninth consecutive year that the Peoria Police Department has partnered with the DEA.

Options:

A: Approve the renewal of two (2) Intergovernmental Agreements with the DEA, assign two (2) officers to the DEA Task Force and the DEA Tactical Diversion Squad Task Force, and approve a budget amendment in the amount of \$34,404.50 from the Proposed Grants Contingency Account to the Federal DEA Fund Overtime Account to provide expenditure authority. The local DEA office has requested signed copies of the agreement back by early September in order to secure federal funding starting October 1, 2011.

B: Choose not to participate in this agreement with the DEA.

Staff's Recommendation:

Discussion and possible action to (a) authorize the renewal of two (2) Intergovernmental Agreements between the Peoria Police Department and the Drug Enforcement Administration and assign an officer to the DEA Task Force and the DEA Tactical Diversion Squad Task Force for a period of not less than two years; and (b) approve a budget amendment of \$34,404.50 from the Proposed Grants Contingency Account to the Federal DEA Fund Overtime Account to provide expenditure authority.

Fiscal Analysis:

Request a budget adjustment in the amount of \$34,404.50 from the Proposed Grants Contingency Account 7990-7990-570000 to the Federal DEA Fund 7525-7775-510200 Overtime Account, thus providing expenditure authority.

Reimbursement will be provided by the DEA to the City of Peoria for overtime funds paid to the officers as a result of the officers' participation in the DEA Task Force and the DEA Tactical Diversion Squad Task Force. The DEA will reimburse overtime expenses in an amount not to exceed \$17,202.25 for each officer totaling an amount not to exceed \$34,404.50.

Narrative:

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

Exhibit(s):

Exhibit 1: Tactical Force Agreement

Exhibit 2: Tactical Diversion Task Force Agreement

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

**TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
PEORIA POLICE DEPARTMENT**

This agreement is made this 1st day of October, 2011, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Peoria Police Department (hereinafter "PPD").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force, the PPD agrees to detail one (1) experienced officer to the DEA Task Force for a period of not less than two years. During this period of assignment, the PPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The PPD Officer assigned to the DEA Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PPD Officer assigned to the DEA Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.
5. To accomplish the objectives of the DEA Task Force, DEA will assign a significant number of Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer

assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Phoenix Task Force, the PPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the PPD for overtime payments made by it to the officer assigned to the DEA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, (RUS) Federal employee (currently \$17,202.25).
7. In no event will the PPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The PPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The PPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The PPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is sooner.
10. The PPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The PPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and, Drug-Free Workplace Requirements. The PPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the PPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the PPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2012. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by PPD during the term of this agreement.

For the Drug Enforcement Administration:

DOUGLAS W. COLEMAN
Acting Special Agent in Charge

Date _____

For the Peoria Police Department:



ROY W. MINTER
Chief of Police

Date 8/8/11

City Mayor

Date _____

City Manager

Date _____

ATTEST:

City Clerk

Date _____

APPROVED AS TO FORM:

City Attorney

Date _____

Attachments



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Peoria Police Department
 8351 West Cinnabar Avenue
 Peoria, Arizona 85345

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

ROY W. MINTER, CHIEF OF POLICE

4. Typed Name and Title of Authorized Representative



5. Signature



6. Date

**TACTICAL DIVERSION TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
PEORIA POLICE DEPARTMENT**

This agreement is made this 1st day of October, 2012, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Peoria Police Department (hereinafter "PPD").

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tactical Diversion Squad Task Force will perform the activities and duties described below:
 - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the State of Arizona area;
 - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Tactical Diversion Squad Task Force, the PPD agrees to detail one (1) experienced officer to the DEA Tactical Diversion Squad Task Force for a period of not less than two years. During this period of assignment, the PPD Officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The PPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the DEA Tactical Diversion Squad Task Force, DEA will assign two (2) Special Agents and Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and

equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force Officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the DEA Tactical Diversion Squad Task Force, the PPD will be responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to the PPD Officer assigned to the DEA Tactical Diversion Squad Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,202.25).
7. In no event will the PPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The PPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The PPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The PPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.
10. The PPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The PPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The PPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the PPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the PPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2012. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the PPD during the term of this agreement.

For the Drug Enforcement Administration

DOUGLAS W. COLEMAN
Acting Special Agent in Charge

Date: _____

For the Peoria Police Department



ROY W. MINTER
Chief of Police

Date: 8-18-11

City Mayor

Date _____

City Manager

Date _____

ATTEST:

City Clerk

Date _____

APPROVED AS TO FORM:

City Attorney

Date _____

Attachments



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Peoria Police Department
8351 West Cinnabar Avenue
Peoria, Arizona 85345

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

ROY W. MINTER, CHIEF OF POLICE

4. Typed Name and Title of Authorized Representative



5. Signature



6. Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: August 8, 2011

Council Meeting Date: September 6, 2011

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 Street and Highway Purposes, West of 83rd Avenue North of Acoma Drive.

Purpose:

This is a request for City Council to authorize the abandonment of City interest in an Easement for Street and Highway Purposes, located within the Thunderbird Self Storage site located on the west side of 83rd Avenue north of Acoma Drive.

Background/Summary:

In 2005 Thunderbird Peoria Associates LLC completed the Minor Land Division process to split their larger parcel into two smaller parcels. During this process the City agreed to abandon an existing easement for street and highway purposes that was no longer needed.

A recent inquiry by the new owner of the Thunderbird Self Storage property brought to light the easement abandonment referenced in the 2005 recorded minor land division did not take place.

Previous Actions:

The City reviewed and approved a request to abandon an existing Easement for Street and Highway Purposes of approximately 11,500 square feet, which in 2005 was determined to no longer be needed by the City. The mini storage facility was constructed on the land encumbered by the easement.

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 Street and Highway Purposes as recorded in Docket 8684 Page 926 and authorize the City Clerk to record the Resolution.

Fiscal Analysis:

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

Narrative:

This abandonment will complete an action approved by the City in 2005.

Exhibit(s):

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Exhibit 3: Resolution

Contact: Kris 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



Abandonment of Easement
for Street and Highway
83rd Avenue & Acoma Drive

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

LOOP 101

BANFF LN

83RD AVE



LEGEND



Easement

City of Peoria Abandonment of Easement for Street and Highway Location Map



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

RESOLUTION NO. 2011-89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN EASEMENT FOR STREET AND HIGHWAY PURPOSES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY EASEMENT FOR STREET AND HIGHWAY PURPOSES 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 Street and Highway Purposes located in the City of Peoria, Maricopa County, Arizona, west of 83rd Avenue north of Acoma Drive, and more specifically described in the Legal Description (Exhibit A) attached to this Resolution are no longer needed by the City for Public Access purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that the Easement for Street and Highway Purposes as recorded in Docket 8684, Page 926 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 6th day of September, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

EXHIBIT "A"

Commencing at the East one-quarter corner of Section 10, T.3 N., R.1 E., G.& S.R. B.&M., Maricopa County, Arizona; thence northerly along the East Line said Section 10, 420.00 ft.; thence westerly parallel to the South Line, said Section 10, 33.00 ft. to the True Point of Beginning; thence continuing westerly parallel to the South Line said Section 10, 230.00 ft.; thence northerly parallel to the East Line said Section 10, 50.00 ft.; thence easterly parallel to the South Line said Section 10, 230.00 ft.; thence southerly parallel to the East Line said Section 10, 50.00 ft. to the True Point of Beginning.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: August 9, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

THROUGH: Scott Whyte, Economic Development Services Director

SUBJECT: Final Plat of Sunset Ranch IIA, Lake Pleasant Parkway north of Williams Road
(Project No. R080057)

Purpose:

This is a request for City Council to approve a Final Plat of Sunset Ranch IIA, located on Lake Pleasant Parkway north of Williams Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Final Plat is to plat a 34 lot subdivision for residential use. This development is within the City's water\sewer service area. All internal roadways are public and are being dedicated to the City.

Previous Actions:

The preliminary plat was approved by the City in December 2006, with 86 lots. After approval of the preliminary plat, the developer chose to phase the subdivision, and the 86 lots will make up five Final Plats. The Final Plat for Sunset Ranch IIB (29 lots) was approved by the City September 7, 2010 and recorded.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

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

VICINITY MAP

SLT'S

107TH AVE

ALIGNMENT

WILLIAMS RD

LAKE PLEASANT

100TH AVE
ALIGNMENT

PARKWAY

99TH AVE

ALIGNMENT

PINNACLE PEAK RD

SITE
SUNSET RANCH IIA



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: August 10, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Acceptance and subsequent donation of a residential lot in downtown Peoria to a non-profit for the construction of affordable housing.

Purpose:

This is a request for City Council to discuss the adoption of a Resolution authorizing the acceptance of a vacant lot downtown through a donation from Wells Fargo Bank and further authorize the offering of the property to a non-profit through a Materials Management Solicitation of Interest.

Background/Summary:

In early July, the City was contacted by Wells Fargo Bank regarding a vacant lot located at 8459 W. Madison Street. The property can be further identified as Assessor Parcel #142-41-120; it is located on the south side of Madison Street approximately mid-block. The bank is willing to donate this property to the City for the purpose of facilitating the construction of affordable housing in the downtown area. The Neighborhood and Revitalization Division has grant funding that can be used by a non-profit for the construction of affordable housing.

The City hired Com Sense, Inc. to do a preliminary Environmental Assessment of the parcel and the resulting report indicated there were no items of concern either in the public records or on the site.

Once the City acquires the property it will be offered to the non-profit community in an as-is condition subject to any unknown easements or physical issues.

The bank has supplied us with a standard contract for acceptance, a recent appraisal on the property indicating an estimated market value of approximately \$20,000.00 and a title report that shows no issues of concern.

The parcel is well suited for residential development, but if the City or a non-profit is not able to help with funding the likelihood of this parcel developing in the near future are very small.

Anticipated terms for the transfer of the property to a non-profit will include language indicating that the City will expend no funds in the development process and that the non-profit will build a single family residence on the site that will conform to the neighborhood and will meet LEED energy efficiency standards.

Previous Actions:

There have been no previous Council actions associated with this property.

Options:

- A:** Accept the donation of property from Wells Fargo and coordinate with local non-profits to construct affordable housing on this site.
- B:** Reject the offer of donation and allow the bank to hold the parcel until it can find a buyer for the site. Leaving this site vacant for an extended period of time may be a detriment to the neighborhood and reduces the amount of influence the City has on the development of the site.

Staff's Recommendation:

Staff recommends that the City accept the property from Wells Fargo and begin the process to offer the site to local non-profits for the construction of affordable housing in the downtown area.

Fiscal Analysis:

Acceptance of this property will have minimal financial impact on the City. The Neighborhood and Revitalization Division has lot cleanup funds to take care of any interim maintenance of the parcel.

Narrative:

If the Council chooses to go forward with accepting this property, it will be necessary to execute the Donation Agreement and close escrow on the lot. When practical, the lot will be offered to non-profits that are willing to construct an affordable single family residence that meets the minimum criteria set forth by the City.

Exhibit(s):

Exhibit 1: Vicinity Map

Exhibit 2: Location Resolution

Exhibit 3: Resolution

Contact: Kris 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

- Parcel Donation
- ★ 142-41-120
- 85th Avenue & Madison Street

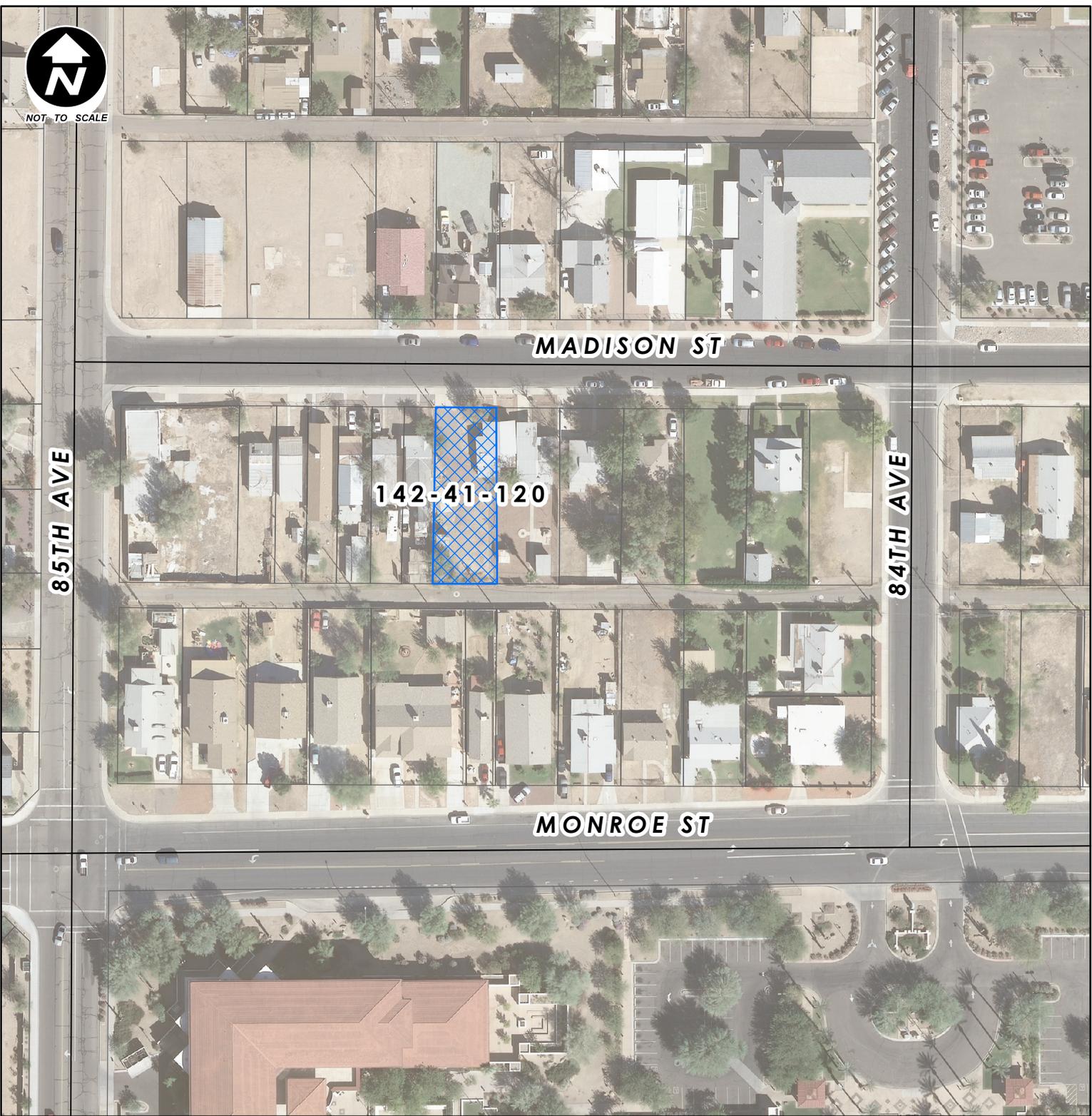
115TH AVE
 111TH AVE
 107TH AVE
 103RD AVE
 99TH AVE
 95TH AVE
 91ST AVE
 87TH AVE
 83RD AVE
 79TH AVE
 75TH AVE
 71ST AVE



VICINITY MAP



NOT TO SCALE



LEGEND



Parcel Donation

City of Peoria Parcel Donation Location Map



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

RESOLUTION NO. 2011-90

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE ACCEPTANCE AND SUBSEQUENT CONVEYANCE BY QUIT CLAIM DEED OF A RESIDENTIAL LOT LOCATED AT 8459 W. MADISON STREET, PEORIA, ARIZONA.

WHEREAS, Wells Fargo Bank has offered to donate a residential lot in the downtown area to the City of Peoria for the construction of affordable housing; and

WHEREAS, The City is desirous of accepting this lot which can then be conveyed to a non-profit organization. The Neighborhood and Revitalization Division has grant funding that can be used by a non-profit for the construction of affordable housing.

WHEREAS, Subsequent to taking title to this property the City will advertise a Request for Statement of Interest and Qualifications to non-profit organizations that would be willing to build affordable housing on this parcel, subject to specific criteria set forth in the request and subsequently offer this affordable housing to the public; 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 acceptance and subsequent conveyance of this residential lot described in "Exhibit A" to the most qualified respondent to a Request for Statement of Interest and Qualifications, and authorize the City Manager to execute any and all the documents necessary to carry out the transactions; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the acceptance and subsequent conveyance of the residential

Resolution No. 2011-_____
Habitat for Humanity
September 6, 2011
Page 2

lot described in "Exhibit A" to the most qualified non-profit respondent to a Request for Statement of Interest and Qualifications, and authorize the City Manager to execute the documents necessary to carry out these transactions.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 6th day of September, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENTS:

1. Exhibit A – Legal Description
2. Donation Agreement

Exhibit "A"

Lot 7, Block 34, Town of Peoria, (PEORIA ADDITION), according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **8459 WEST MADISON ST, PEORIA, AZ, 85345** ("Property"), dated and effective as of this 14th day of SEPTEMBER, 2011, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **CITY OF PEORIA, an Arizona municipal corporation**, a ("Donee").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property(ies) identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of any Property. Donor has not occupied any Property for its own use.
- C. Due to Donor's lack of familiarity with the Properties, Donor is unwilling to make any representations or warranties whatsoever regarding the Properties and Donor is only willing to grant Donee the Properties on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE AND INDEMNITY.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

(c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the Property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF PEORIA**

Attn: Carin Imig, Neighborhood & Revitalization Administrator
8401 W. Monroe St.
Peoria, AZ 85345

If to the Donor:

Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: Alex Krog, MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: General Counsel, MAC X9903-03K

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF PEORIA, an Arizona municipal corporation

BY

Carl Swenson, City Manager

ATTEST

Wanda Nelson, City Clerk

APPROVED AS TO FORM

Stephen M. Kemp, City Attorney

DONOR:

WELLS FARGO BANK, N.A.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY ADDRESS

8459 WEST MADISON ST
PEORIA, AZ 85345

LEGAL DESCRIPTION

LOT 7

PARCEL ID

142-41-120

OFAC CERTIFICATE

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Buyer 1

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 2

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 3

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer's Agent Information

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

Buyer's Company/Corporation/Partnership

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

**City of Peoria, an Arizona municipal corporation
8401 W. Monroe St.
Peoria, AZ 85345**

List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:

Corporation Tax ID: 86-6003634

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8R

Date Prepared: July 28, 2011

Council Meeting Date: September 06, 2011

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Public hearing: Off-Track Wagering License Renewals – American Greyhound Racing Inc.

Purpose:

The Mayor and Council are required to hold a public hearing regarding the Off-Track Wagering License Renewal for American Greyhound Racing Inc. to telecast at Gallagher's of Peoria.

Background/Summary:

Daniel A. Luciano, Agent for American Greyhound Racing Inc., has applied for Off-Track Wagering License Renewal for Gallagher's of Peoria, 6750 W. Peoria Avenue. The public hearing notice was posted for at least ten days, and no comments were received during the posting period. The license renewal application was reviewed according to State law and all Departments gave approvals.

Ordinance 92-34 provides for the granting of a one-year license, commencing on August 24, 2011 and ending on August 23, 2012.

Previous Actions:

June 2010, the Mayor and Council recommended approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing Inc. to telecast at Gallagher's of Peoria.

Options:

A: Recommend approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing Inc. to telecast at Gallagher's of Peoria.

B: Recommend denial to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing Inc. to telecast at Gallagher's of Peoria.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona Racing Commission for Off-Track Wagering License Renewal from American Greyhound Racing Inc. to telecast at Gallaghers Food and Fun.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: Off-Track Wagering License Renewal Application



CITY OF PEORIA OFF-TRACK WAGERING INDIVIDUAL PERMIT APPLICATION

CHECK ONE:

- Owner of Principle Wagering Establishment
- Managing Agent of Principle Wagering Establishment
- Owner of Off-Track Site Facility
- Managing Agent of Off-Track Site Facility

CHECK ONE:

- Initial Application
- Renewal

NAME OF APPLICANT: Last Name

Luciano

First Name

Daniel

Middle

A.

OTHER NAMES USED: (Maiden)

N/A

HOME PHONE:

[REDACTED]

SOCIAL SECURITY NUMBER

[REDACTED]

DRIVER LICENSE NUMBER

[REDACTED]

STATE

[REDACTED]

Expiration Date

[REDACTED]

HEIGHT

[REDACTED]

WEIGHT

[REDACTED]

HAIR

[REDACTED]

EYES

[REDACTED]

DATE OF BIRTH

[REDACTED]

BIRTHPLACE

[REDACTED]

HOME ADDRESS: Street

[REDACTED]

City

[REDACTED]

State

[REDACTED]

Zip Code

[REDACTED]

BUSINESS NAME:

American Greyhound Racing , Inc.

BUSINESS PHONE:

602-273-7181

BUSINESS ADDRESS: Street

3801 E. Washington Street

City

Phoenix

State

AZ

Zip Code

85034

BUSINESS NAME: (PREMISES WHERE CONDUCTING OFF-TRACK WAGERING)

Gallagher's of Peoria

BUSINESS PHONE:

623-486-2118

PREMISES ADDRESS: Street

6750 West Peoria Avenue

City

Peoria

State

Arizona

Zip Code

85345

**INDICATE WHERE YOU HAVE RESIDED FOR THE PAST FIVE YEARS
EXCLUDING PRESENT ADDRESS**

FROM:	TO:	Street	City	State	Zip Code
		N/A			
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code

HAVE YOU EVER BEEN DENIED, ARRESTED, INDICTED, CONVICTED, OR SUMMONED INTO COURT FOR VIOLATION OF ANY CRIMINAL LAW OR ORDINANCE (EXCLUDING MINOR TRAFFIC VIOLATIONS)?

~ YES X NO If yes, attach full explanation.

HAVE YOU EVER POSTED BOND, BEEN ORDERED TO DEPOSIT BAIL, BEEN FINED, IMPRISONED, PLACED ON PROBATION OR FAILED TO APPEAR FOR ANY VIOLATION OF ANY LAW OR ORDINANCE?

X YES ~ NO If yes, attach full explanation. Oct. 2001 - Fined \$200 for Racing rule violation. Dropped and fine rescinded after appeal.

HAVE YOU EVER HAD ANY BUSINESS LICENSE DENIED, REVOKED, SUSPENDED, OR FINED IN THIS OR ANY OTHER STATE?

~ YES X NO If yes, attach full explanation.

INDICATE YOUR EMPLOYMENT, OR BUSINESS ENGAGED IN FOR PAST FIVE YEARS BEGINNING WITH MOST CURRENT

CURRENT EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
REVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
SREET ADDRESS		CITY	STATE	ZIP CODE

I CERTIFY THAT THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INTENTIONAL OMISSION OR FALSIFICATION OF INFORMATION IS SUFFICIENT GROUNDS FOR DENIAL OF THE APPLICATION OR LATER REVOCATION AND SUBJECT TO PENALTY BY LAW. CHANGES MUST BE SUBMITTED AS REQUIRED BY ORDINANCE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. PLEASE INCLUDE A COPY OF THE FLOOR PLAN FOR PREMISES.

SIGNATURE OF APPLICANT

DATE June 14,2011

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9R

Date Prepared: August 1, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment No. 2, FNF Construction, Inc., 75th Avenue and Thunderbird Road Intersection Improvements (EN00089, UT00143, ACON15811)

Purpose:

This is a request for Council to approve Contract Amendment No. 2, Guaranteed Maximum Price (GMP) No. 2 in the amount of \$3,689,652 to FNF Construction, Inc. for construction services associated with the 75th Avenue and Thunderbird Road Intersection Improvements.

Background/Summary:

Currently, the intersection of 75th Avenue and Thunderbird Road is the fifth busiest in the City of Peoria. In the next twenty years, as the Valley continues to develop, the traffic at this location will be increasing significantly due to the projected growth. As the traffic increases the level of service will be reduced to an unacceptable level resulting in long delays during peak travel times. Congested intersections cause delays, more pollution, driver confusion and fatigue. They are also less safe and compromise efficiency of the entire transportation network. This intersection has been identified as one of the top priorities to be widened to improve safety, efficiency, and traffic control to the road system within the City of Peoria.

On March 17, 2011, the pre-construction services contract in the amount of \$106,000 was awarded to FNF Construction, Inc., which includes such tasks as follows:

- Attend design review meetings and provide input with respect to constructability, construction cost;
- Construction duration, sequence of construction, and construction means and methods;
- Assistance with identifying and reconciling differences between the design consultant's cost estimates and the Construction Manager at Risk's (CMAR) cost estimates;
- Development of constructability and value engineering suggestions at each phase of design;
- Development of final CMAR constructability and value engineering suggestions (based on 100% Construction Documents).

On April 13, 2011, Contract Amendment No. 1 in the amount of \$165,893.62 was awarded to FNF Construction, Inc. to order long lead items such as traffic signal equipment.

Staff is ready to move to the construction phase of the project. The selected delivery method for this project is the Construction Manager at Risk (CMAR). The CM acts as a general contractor during construction. That is, the CM holds the risk of subletting the construction work to trade subcontractors and guaranteeing completion of the project for a fixed, negotiated price following completion of the design. However, in this scenario, the CM also provided advisory professional management assistance to the owner prior to construction, offering schedule, budget and constructability advice during the project planning phase.

FNF Construction, Inc. submitted GMP No. 2 in the amount of \$3,689,652 for providing construction services. The improvements to be constructed with this project include:

- Adding a third through lane in each direction;
- Installing dual left-turns and dedicated right-turn lanes;
- Raised median to provide access management and improve safety;
- Street lighting upgrades;
- Traffic signal equipment, such as closed circuit cameras;
- Improved lane and route identification;
- Upgraded pedestrian accommodations.
- new drainage structures
- new 16" water main installed from the center of the intersection to a connection point approximately 500 feet south of the intersection

Previous Actions:

- Awarded Contract Amendment No. 1, GMP#1 on April 13, 2011.
- Awarded pre-construction services contract on March 17, 2011.

Options:

A: Approve Contract Amendment No. 2, GMP#2, in the amount of \$3,689,652 to FNF Construction, Inc. for construction services.

B: Deny approval of Contract Amendment No. 2, GMP#2, in the amount of \$3,689,652 to FNF Construction, Inc. for construction services. Denial of this contract amendment would have a negative affect on the construction of the intersection improvements and the timeline of the construction.

Staff's Recommendation:

Staff recommends approval of Contract Amendment No. 2, GMP#2, in the amount of \$3,689,652 to FNF Construction, Inc. for construction services.

Fiscal Analysis:

Funding for this contract is available in the FY 2012 Capital Improvement Program. A total expenditure in the amount of \$3,689,652 will be made from the County Transportation Sales Tax (Prop 400), Transportation Sales Tax, and Water Funds.

Narrative:

Construction is anticipated to be completed between October 2011 and April 2012. Approval of the construction contract will allow construction to proceed per this schedule.

Exhibit 1: Vicinity Map

Contact: Geoffrey Zinnecker, Civil Engineer, 623-773-7293



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

75th Avenue & Thunderbird Road



Intersection Improvements

EN00089



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



**Exhibit 1
VICINITY MAP**

The contract
pertaining to this
agenda item is on file
in the City Clerk's
Office.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10R

Date Prepared: August 1, 2011

Council Meeting Date: September 6, 2011

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract, Combs Construction, Beardsley Road; Lake Pleasant Road to 99th Avenue (PW00065, P11-0048)

Purpose:

This is a request for City Council to approve the construction contract with Combs Construction in the amount not to exceed \$2,236,065 for the construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road.

Background/Summary:

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

These improvements will increase capacity, safety, and efficiency of the intersection and will complete the street improvements to current city standards. A summary of the improvements to be constructed with this contract are provided below:

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

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

In addition to these improvements being constructed as part of the contract, there will be additional improvements to be constructed as part of the overall project. These additional improvements include:

- Re-grade the existing drainage ditch along the south side of Beardsley Road between 99th Avenue and 95th Avenue;
- Remove 4 trees from the sight distance triangle at the southwest corner of Beardsley Road and 109th Avenue.

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

Previous Actions:

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

- May 2009-Nov 2009 – Construction of 24” water line on Beardsley Road from Lake Pleasant Road to 87th Avenue;
- Nov 2009 - May 2010 - Construction of 30” storm drain on Beardsley Road from 95th Avenue to 87th Avenue;
- June 2010 – August 2010 - ARRA pavement mill & overlay project on Beardsley Road from 99th Avenue to 83rd Avenue;
- August 2010 – Nov 2010 – Beardsley Connection improvements on Beardsley Road from 83rd Avenue to Loop 101.

Options:

- A:** Approve the Construction Contract in the amount of \$2,236,065 to Combs Construction for the construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road and approve a 15% contingency (\$335,000) to cover contract amendments related to unforeseen conditions or owner requested changes.
- B:** Deny the Construction Contract in the amount of \$2,236,065 to Combs Construction for construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road and not approve a 15% contingency

(\$335,000) to cover contract amendments related to unforeseen conditions or owner requested changes. This would result in the construction of the intersection improvements being delayed or not constructed at all.

Staff's Recommendation:

Staff recommends to 1) Approve the Construction Contract in the amount of \$2,236,065 to Combs Construction for construction of the intersection and roadway improvements on Beardsley Road between 99th Avenue and Lake Pleasant Road and 2) Approve a 15% contingency (\$335,000) to cover contract amendments related to unforeseen conditions or owner requested changes.

Fiscal Analysis:

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

Request a budget transfer in the amount of \$17,890 from the General Fund Contingency Account 1000-0300-570000 to the Beardsley Road; Lake Pleasant Road to 99th Avenue Project, Outside Sources Fund, Street System Account 4810-4810-543001-CIPST-PW00065CO. This budget transfer is to establish expenditure authority only. This amount has already been received by the City to pay for work performed on behalf of Extra Space Storage under this construction contract.

Request approval of a 15% contingency (\$335,000) to cover contract amendments related to unforeseen conditions or owner requested changes.

A total expenditure in the amount of \$2,651,065 will be made from the following Street System accounts:

7010-7075-CIPST-543001-CIPST-PW00065CO - \$2,633,175
4810-4810-CIPST-543001-CIPST-PW00065CO - \$17,890

Narrative:

Construction is anticipated to be completed between October 2011 and April 2012. Approval of the construction contract will allow construction to proceed per this schedule.

Exhibit 1: Vicinity Map

Prepared by: Chris Kmetty, P. E., Senior Civil Engineer



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND

Beardsley Road



Lake Pleasant Pkwy to 99th Ave
PW00065

115TH AVE

111TH AVE

107TH AVE

103RD AVE

99TH AVE

95TH AVE

91ST AVE

87TH AVE

83RD AVE

79TH AVE

75TH AVE

71ST AVE



VICINITY MAP

The contract
pertaining to this
agenda item is on file
in the City Clerk's
Office.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11R

Date Prepared: August 26, 2011 Council Meeting Date: September 6, 2011

TO: Honorable Mayor and Council
FROM: Steve Kemp, City Attorney
SUBJECT: Petition for Review, Brinks v. Cities of Phoenix and Peoria

Purpose:

This is a request for City Council to authorize the City Attorney's Office to file a Petition for Review in the matter of Brinks v. Cities of Phoenix and Peoria.

Background/Summary:

This matter arose out of a sales tax audits conducted by the Cities of Phoenix and Peoria. After the audits were conducted and an assessment made, the taxpayer appealed the matter to the Tax Hearing Officer. Subsequently, the Cities of Phoenix and Peoria appealed the hearing officer decision to the Arizona Tax Court and prevailed.

The taxpayer appealed the Tax Court decision to the Arizona Court of Appeals, which ruled in favor of the cities. Subsequently, the taxpayer filed a Petition for Review in the Arizona Supreme Court. The Supreme Court sent the case back to the Court of Appeals for ruling on a point not previously considered. The Court of Appeals ruled in favor of the Taxpayer and against the City and awarded attorneys fees against both cities.

Previous Actions:

None:

Options:

A: Authorize the City Attorney to file a Petition for Review

B: Do not authorize the City Attorney to file a Petition for Review

Staff's Recommendation:

That the Mayor and Council authorize the City Attorney's Office to file a Petition for Review in the Arizona Supreme Court in the matter of Brinks v. Cities of Phoenix and Peoria.

Fiscal Analysis:

All legal work on this matter will be done using in house staff, we may have expenses funded within our existing budget for printing and binding.

Narrative:

We have worked with the Law Department of the City of Phoenix on this matter. Both this office and the City of Phoenix believe that the Court of Appeals wrongly decided this case. The appropriate remedy is a Petition for Review in the Arizona Supreme Court. Phoenix intends to file a Petition for Review and we are seeking approval for Peoria to file a Petition for Review.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12R

Date Prepared: August 23, 2011

Council Meeting Date: September 6, 2011

TO: Honorable Mayor and Council
FROM: Steve Kemp, City Attorney
SUBJECT: Amendment of Chapter 8 Peoria City Code (1992)

Purpose:

This is a request for City Council to adopt an ordinance amending Chapter 8 of the Peoria City Code to approve the legal descriptions for the new city council districts.

Background/Summary:

On July 5, 2011, the City Council adopted a redistricting concept after an extensive public input process. As part of the adoption, the staff was directed to prepare the legal descriptions for the city council districts, which are included in the city code.

Previous Actions:

The City has undertaken an extensive public process for the redistricting of City Council Districts commencing in June 2010. As a result of this process, the City Council on July 5, 2011 adopted a redistricting concept and directed preparation of an ordinance in accordance with that concept.

Options:

A: Adopt the proposed ordinance adopting the legal descriptions for City Council Districts, permitting the City to submit the redistricting process to the United States Department of Justice for approval

B: Fail to adopt the proposed ordinance adopting the legal descriptions

Staff's Recommendation:

That the Mayor and Council adopt the proposed ordinance amending Chapter 8 of the Peoria City Code providing for the legal descriptions for city council districts as directed.

Fiscal Analysis:

No Fiscal Impact

Narrative:

At the July 5, 2011, City Council meeting, the Council adopted a redistricting concept and directed preparation of the appropriate implementing ordinance. The staff has reviewed that concept and drafted appropriate legal descriptions. In a few cases, the boundaries are slightly modified from the adopted concept, due to the fact that the concept was based on census lines, which may be years behind or conflict with property boundaries. For purposes of election boundaries, a property cannot be split between council districts. None of these modifications changed population, however they are identified below:

1. Move the South boundary of Willow from the centerline of Tierra Buena Drive to the North Right of Way Line of Tierra Buena Drive.
2. Move the West boundary of Willow from the middle of New River to the West Right of Way Line of State Route 101.
3. In Willow, use the South Right of Way Line of Bell Road, rather than the Center line and the North Right of Way Line of Union Hills, rather than the Center line.
4. In Ironwood, have the West boundary use the actual physical configuration of Lake Pleasant Road.
5. In Mesquite, have the Southern Boundary with Willow, follow the actual property lines ensuring that all property is in a single council district.

You will note that county island areas are shaded in the color of the district that they would be assigned to in the event of annexation. Finally, the census maps had not picked up some recent city annexations which are included in these maps. These annexations were in the Mesquite District.

Exhibit(s):

Exhibit 1: Map based on Proposed Legal Descriptions

Exhibit 2: Proposed Ordinance

ORDINANCE NO. 2011-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 8 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 8-5, PERTAINING TO DISTRICT BOUNDARIES AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 8 of the Peoria City Code (1992) is amended by amending Section 8-5 pertaining to District Boundaries and which shall read as follows:

~~**ACACIA DISTRICT — LEGAL DESCRIPTION**~~

~~**ACACIA DISTRICT IS DESCRIBED AS FOLLOWS:**~~

~~Beginning at the SE corner of the SW Quarter of Section 36, T3N, R1E, then Westerly along the South Section Line of Section 36, T3N, R1E, and Westerly along the South Section Line of Section 35, T3N, R1E and Westerly along the South Section Line of Section 34, T3N, R1E to the West Quarter Line of the East Quarter of Section 34, T3N, R1E (85th Avenue alignment), then North along the West Quarter Line of the East Quarter of Section 34, T3N, R1E and the West Quarter Line of the East Quarter of Section 27, T3N, R1E, to a point of intersection with the South Quarter Line of the North Quarter of Section 27, T3N, R1E (Monroe Street) then Westerly along the South Quarter Line of the North Quarter of Section 27, T3N, R1E to the West Section Line of Section 27, T3N, R1E, then Northerly to the NW corner of Section 27, T3N, R1E, then Easterly along the North Section Line of Section 27, T3N, R1E to its intersection with the centerline of 88th Drive, then Northeasterly along the centerline of 88th Drive to its intersection with the centerline of U.S. Highway 60 (Grand Avenue) then Southeasterly along the centerline of U.S. Highway 60 (Grand Avenue) to its intersection with the Midsection line of Section 22, T3N, R1E (Varney Road), then easterly along the Midsection line of Section 22, T3N, R1E to the SE Corner of the NE Quarter of Section 22, T3N, R1E, then North along the east Section Line of Section 22, T3N, R1E to the NE Corner of Section 22, T3N, R1E, then Easterly along the North Section Line of Section 23, T3N, R1E to the East Quarter Line of the West Quarter of Section 23, T3N, R1E, (81st Avenue) then South along the East Quarter Line of the West Quarter Line to a point of intersection with the centerline of Cherry Hills Dr. then East along the centerline of Cherry Hills Dr. to the mid section line of Section 23, T3N, R1E, (79th Avenue) then South along the midsection Line~~

~~of Section 23, T3N, R1E to the East West midsection line of Section of Section 23, T3N, R1E (Cholla Avenue) then East along the midsection Line of Sections 23 and 24 T3N, R1E to the SE Corner of the NW Quarter of Section 24 T3N, R1E, then South along the north-south midsection line of Section 24, T3N, R1E to a point of intersection with the centerline of Desert Cove Road, then West along the centerline of Desert Cove Road to a point of intersection with the centerline of 73rd Drive, then South along the centerline of 73rd Drive to the South Section Line of Section 24, T3N, R1E, then Easterly along the South Section Line of Section 24, T3N, R1E to the SE corner of the SW Quarter of Section 24, T3N, R1E, then south along the north-south midsection line of Section 25, T3N, R1E and Section 36, T3N, R1E (71st Avenue Alignment) to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.~~

IRONWOOD DISTRICT -- LEGAL DESCRIPTION

IRONWOOD DISTRICT IS DESCRIBED AS FOLLOWS:

~~Beginning at the intersection of the East Quarter Line of the West Quarter of Section 26, T4N, R1E and the North Section Line of Section 26, T4N, R1E, then Southwesterly along the East boundary of the City of Peoria to a point on the South Section Line of Section 26, T4N, R1E 65 feet east of the SW corner of Section 26, T4N, R1E, then West along the South Section Line of Section 27, T4N, R1E (Union Hills Drive) to the East Quarter Line of the West Quarter of Section 34 T4N, R1E (89th Avenue) then South along the East Quarter Line of the West Quarter of Section 34 T4N, R1E to a point intersecting with the centerline of Meadow Drive, then East along the centerline of Meadow Drive to a point on the North-South Midsection line of Section 34, T4N, R1E (87th Avenue), then South along the North-South Midsection line to the South Section Line of Section 34, T4N, R1E, then East along the South Section Line of Section 34 T4N, R1E (Bell Road) to the SE Corner of Section 34 T4N, R1E, then South along the East Section Lines of Sections 3 and 10 T3N, R1E to the SE Corner of Section 10, T3N, R1E, then West along the South Section Lines of Sections 10 and 9, T3N, R1E (Thunderbird Road) to the West Boundary of the City of Peoria, Arizona. Then North along the West Boundary of the City of Peoria to a point intersection with the North Right of Way Boundary for Union Hills Drive, then Westerly along the North Right of Way Boundary for Union Hills Drive to the West Section Line of Section 28, T4N, R1E, then North along the West Section line of Section 28, T4N, R1E to the NW corner of Section 28, T4N, R1E, then Easterly along the North Section Line of Section 28 T4N, R1E to the NE corner of Section 28, T4N, R1E (Beardsley Road), then North along the West Section Line of Section 22 T4N, R1E to the NW corner of Section 22, T4N, R1E, then East along the North Section Line of Section 22, T4N, R1E, to the North-South Midsection Line, then South along the North-South midsection line to a point intersecting with the centerline of Lone Cactus Drive, then East along the centerline of Lone Cactus Drive to its intersection with the centerline of 83rd Avenue as realigned with the Lake Pleasant Parkway, then South along the centerline of 83rd Avenue to a point intersecting with the centerline of the Lake Pleasant Parkway, then Southeasterly along the centerline of the Lake Pleasant Parkway to the South Section~~

~~Line of Section 22, T4N, R1E, then Easterly along the South Section Lines of Sections 22 and 23, T4N, R1E to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.~~

MESQUITE DISTRICT -- LEGAL DESCRIPTION

MESQUITE DISTRICT IS DESCRIBED AS FOLLOWS:

~~Beginning at a point where the East Quarter Line of the West Quarter of Section 23 T4N, R1E intersects with the South Section Line of Section 23, T4N, R1E, then East to the North-South Midsection Line of Section 23, T4N, R1E which is the East boundary of the City of Peoria, Arizona, then Northeasterly along the East boundary of the City of Peoria, Arizona to the Southeast Corner of Section 14 T4N, R1E, then North along the East Section line of Section 14 T4N, R1E, to the Northeast Corner of Section 14 T4N, R1E, then East along the South Section Line of Section 12 T4N, R1E, to the East boundary of the City of Peoria, Arizona, then North along the East Boundary of the City of Peoria, Arizona to the East-West midsection line of Section 24, T5N, R1E, then West along the midsection line of Section 24 not mid section line T5N, R1E to a point intersecting the North-Right of Way of the Central Arizona Project Canal, then Northwesterly along the North-Right of Way of the Central Arizona Project Canal to the New River which is the East Boundary of the City of Peoria, Arizona, then Northeasterly along the East Boundary of the City of Peoria to a point on the East-West midsection line of Section 1, T5N, R1E, then West, Northwest and North along the East boundary of the City of Peoria to the intersection with the Maricopa County-Yavapai County Line, then North along the East Section Lines of Sections 33, 28, 21, and 16, T7N, R1E, then West along the North Section Lines of Sections 16, 17 and 18, T7N, R1E, then West along the North Section Line of Section 13, T7N, R1W, then South along the West Section Line of Section 13, T7N, R1W, then West along the North Section Line of Section 23, T7N, R1W, then South along the West Section Lines of Sections 23, 26 and 35, T7N, R1W (Dysart Road Alignment) and South along the West Section Lines of Sections 2, 11, 14, 23 and 26 T6N, R1W to a point intersecting with the South-Right of Way Line of State Route 74 (Wickenburg-Carefree Highway), then Westerly along the South-Right of Way Line of State Route 74 (Wickenburg-Carefree Highway) to a point intersecting with the East Section Line of Section 32, T6N, R1W, then North along the East Section Line of Sections 32, 29, 20, 17, and 8, T6N, R1W (Bullard Avenue Alignment), then West along the North Section Lines of Sections 7 and 8, T6N, R1W, then West along the North Section Line of Section 12, T6N, R2W, then South along the West Section Lines of Sections 12, 12, 13, 24, 25, and 36, T6N, R2W (Cotton Lane Alignment) then South along the West boundary of the City of Peoria to the SW corner of Section 12, T5N, R2W, then East along the South Section Line of Section 12, T5N, R2W and East along the South Section Lines of Sections 7 and 8, T5N, R1W, then South along the West Section Lines of Sections 16 and 21, T5N, R1W, then East along the South Section Lines of Sections 21 and 22, T5N, R1W to the North-South midsection Line of Section 22, T5N, R1W, then~~

~~North along the midsection line to the NW corner of the SE Quarter of Section 22, T5N, R1W, then East along the midsection line to the East Section Line of Section 22, T5N, R1W, then East along the South Section Lines of Sections 14 and 13, T5N, R1W, then North along the East Section Line of Section 13, T5N, R1W, then East along the North Section Lines of Sections 18 and 17, T5N, R1E, then South along the West Boundary of the City of Peoria, Arizona to a point of intersection with the North Section Line of Section 17, T4N, R1E, then West along the North Section Line of Section 17, T4N, R1E, then South along the West Boundary of the City of Peoria, Arizona to the South Section Line of Section 30, T4N, R1E, then East along the South Section Line of Section 30, T4N, R1E, then North along the West Section Line of Section 29, T4N, R1E, then East along the North Section Lines of Sections 29 and 28, T4N, R1E, then North along the West Section Line of Section 22, T4N, R1E, then East along the North Section Line of Section 22, TN, R1E to its intersection with the North South midsection line (87th Avenue Alignment), then South along the North South midsection line to a point of intersection with the centerline of Lone Cactus Drive, then East along the centerline of Lone Cactus Drive to a point of intersection with the centerline of 83rd Avenue as realigned by Lake Pleasant Parkway, then South along the centerline of 83rd Avenue as realigned to the SW Corner of Section 23, T4N, R1E, then East along the South Section Line of Section 23, T4N, R1E to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.~~

PALO VERDE DISTRICT -- LEGAL DESCRIPTION

PALO VERDE DISTRICT IS DESCRIBED AS FOLLOWS:

~~Beginning at the NW corner of the East Half of Section 16, T3N, R1E, then Easterly along the North Section Line of Sections 16, 15 and 14 T3N, R1E, to the NE corner of Section 14 T3N, R1E, the South along the East Section Line of Section 14 T3N, R1E (75th Avenue) to the SE corner of said Section 14 T3N, R1E, then Easterly along the North Section Line of Section 24, T3N, R1E (Cactus Road) to the NE corner of the West Half of Section 24, T3N, R1E, then Southerly along the midsection line of Section 24 T3N, R1E to the SE Corner of the NW Quarter of Section 24 T3N, R1E, then Westerly along the Mid Section Line of Sections 24 and 23, T3N, R1E to the SW corner of the NE Quarter of Section 23, T3N, R1E, then Northerly along the midsection line to the center of the intersection with Cherry Hills Dr. then west down the center line of Cherry Hills Dr. to the East Quarter Line of the West Quarter of Section 23, T3N, R1E, which is 81st Avenue, then North along the East Quarter Line to the Intersection with the North Section Line of Section 23, T3N, R1E, then West along the North Section Line to the NW corner of Section 23, T3N, R1E, then South along the West Section Line of Section 23, T3N, R1E to the midsection line of Section 23, T3N, R1E (Varney Avenue), then Westerly along the Midsection line of Section 22, T3N, R1E to the centerline of U.S. Highway 60 (Grand Avenue), then Northwest along the Centerline of U.S. Highway 60 (Grand Avenue) to its intersection with 88th Drive, then South along the centerline of 88th Drive to its intersection with the South Section Line of Section 22, T3N, R1E (Peoria Avenue), then West along the~~

~~South Section Line of Sections 22 and 21, T3N, R1E, to the West Right of Way Line for State Route 101L (Agua Fria Freeway), the North along the West Right of Way for State Route 101L (Agua Fria Freeway) to an intersection point with the extension of the centerline of the Scotland Avenue Alignment, then West along the Center Line of the Scotland Avenue Alignment to the West boundary of the City of Peoria, Arizona, then North along the West Boundary of the City of Peoria Arizona to the point of beginning. Excluding those areas, which are not incorporated within the City of Peoria.~~

PINE DISTRICT--LEGAL DESCRIPTION

PINE DISTRICT IS DESCRIBED AS FOLLOWS:

~~Beginning at the NW corner of Section 31 T3N, R1E, then South along the West Boundary of the City of Peoria, Arizona to the South Section Line of Section 31, T3N, R1E, then Easterly along the South Section Lines of Sections 31, 32, 33, and 34, all T3N, R1E to the West Quarter Line of the East Quarter of Section 34, T3N, R1E (85th Avenue Alignment) then North along the West Quarter Line of the East Quarter of Section 34, T3N, R1E and the West Quarter Line of Section 27 T3N, R1E to the intersection with the South Quarter Line of the North Quarter of Section 27 T3N, R1E (Monroe Street), The West along the South Quarter Line of the North Quarter of Section 27 T3N, R1E to its intersection with the West Section Line of Section 27, T3N, R1E, then North along the West Section Line of Section 27, T3N, R1E to the NW corner of Section 27, T3N, R1E, then West along the North Section Line of Section 28, T3N, R1E intersects with the West Boundary of the Right of Way Line of State Route 101L (Agua Fria Freeway), then North along the West Boundary of State Route 101L (Agua Fria Freeway) to a point intersecting the Centerline of the Scotland Avenue alignment, then West along the Scotland Avenue Alignment to the West Boundary of the City of Peoria, Arizona, then Southerly the West Boundary of the City of Peoria Arizona to the SE Corner of the NW Quarter of Section 21, T3N, R1E, then West along the South midsection line of Section 21, T3N, R1 E to the West Boundary of the City of Peoria, Arizona, then South along the West Boundary of the City of Peoria to the North Right of Way Line of Olive Avenue, then West along the North Right of Way line of Olive Avenue to a point intersecting with the realigned West Right of Way Line of 99th Avenue, then South along the West Right of Way Line of 99th Avenue to the South Right of Way Line of Olive Avenue, then West along the South Right of Way Line of Olive Avenue to the point of beginning. boundary of the City of Peoria to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.~~

WILLOW DISTRICT--LEGAL DESCRIPTION

WILLOW DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at a point 65 feet East of the NW Corner of Section 35 T4N, R1E, then South 65 feet to the South Right of Way Line of Union Hills Road, then West to the East Section Line of Section 34, T4N, R1E, Then South to the SE Corner of Section 34, T4N, R1E, then South along the East Section Line 65 feet to the South Right of Way Line of Bell Road, then East along the South Right of Way Line of Bell Road to the East Quarter Line of the West Quarter of Section 1, T3N, R1E, then South along the East Quarter Line of the West Quarter of Section 1, T3N, R1E to a point of intersection with the North Right of Way for the Arizona Canal, then Southeasterly along the North Right of Way for the Arizona Canal to the East Boundary of the City of Peoria, Arizona, being the East Boundary of the Right of Way of 67th Avenue, then South along the East Boundary of the Right of Way of 67th Avenue to the South Section Line of Section 25, T3N, R1E, then South 65 feet to the South Right of Way Boundary of Olive Avenue, then West along the South Right of Way Boundary of Olive Avenue to the North-South Midsection Line of Section 36, T3N, R1E, then North along the North-South Mid-Section Lines of Sections 36 and 25 T3N, R1E to the NW corner of the NE Quarter of Section 25 T3N, R1E, then West along the North Section Line of Section 25 T3N, R1E to the intersection with the center line of 73rd Drive, then North along the centerline of 73rd Drive to the intersection with the centerline of Desert Cove Road, then East along the center line of Desert Cove Road to the North-South Midsection line of Section 24 T3N, R1E, then North along the midsection line to the North Section Line of Section 24 T3N, R1E, then West along the North Section Line of Section 24, T3N, R1E to the NW Corner of Section 24, T3N, R1E, then North along the West Section Line of Section 13, T3N, R1E to the NW corner of Section 13, T3N, R1E, then West along the South Section Line of Section 11, T3N, R1E to the SW Corner of Section 11, T3N, R1E, then North along the East Section Lines of Sections 11 and 2, T3N, R1E to the NW Corner of Section 2, T3N, R1E, then West along the South Section Line of Section 34 T4N, R1E to the SW Corner of the SE Quarter of Section 34, T4N, R1E, then North along the MidSection Line of Section 34, T4N, R1E to its intersection with the centerline of Meadow Drive, then West along the centerline of Meadow Drive to its intersection with the East Quarter Line of the West Quarter of Section 34, T4N, R1E (89th Avenue), then North along the East Quarter Line of the West Quarter of Section 34, T4N, R1E to the North Section Line, then Easterly along the North Section Line of Sections 34 and 35 T4N, R1E to the point of beginning. Excluding those areas, which are not incorporated within the City of Peoria.

ACACIA DISTRICT -- LEGAL DESCRIPTION

ACACIA DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at the SE corner of the SW Quarter of Section 36, T3N, R1E, then Westerly along the South Section Line of Section 36, T3N, R1E, and Westerly along the South Section Line of Section 35, T3N, R1E and Westerly along the South Section Line of Section 34, T3N, R1E to the North-South Mid Section Line of Section 34, T3N, R1E (87th Avenue alignment), then North along the North-South Mid Section Line of Section 34 and Section 27, all in T3N, R1E, to a point of intersection with the Center Line for Cinnabar Avenue, then West along the Center Line for Cinnabar Avenue to its intersection with the East Line of the SW Quarter of the NW Quarter of Section 27, T3N, R1E (89th Avenue alignment), then North along the East Line of the SW Quarter of the Northwest Quarter of Section 27, T3N, R1E to its intersection with the South Line of the NW Quarter of the NW Quarter of Section 27, T3N, R1E (Monroe Street) then Westerly along the South Line of the NW Quarter of the NW Quarter of Section 27, T3N, R1E to the West Section Line of Section 27, T3N, R1E, then Northerly to the NW corner of Section 27, T3N, R1E, then Northerly along the West Section Line of Section 22, T3N, R1E, to a point of intersection with the Center Line for Yucca Street, then Easterly along the Center Line for Yucca Street to its intersection with the Center Line of 88th Drive, then Northeasterly along the Center Line of 88th Drive to its intersection with the South Right of Way Line of U.S. Highway 60 (Grand Avenue) then Southeasterly along the South Right of Way Line of U.S. Highway 60 (Grand Avenue) to its intersection with the East-West Midsection line of Section 22, T3N, R1E (Varney Road), then easterly along the East-West Midsection line of Section 22, T3N, R1E to the SE Corner of the NE Quarter of Section 22, T3N, R1E, then North along the East Section Line of Section 22, T3N, R1E to the NE Corner of Section 22, T3N, R1E, then Easterly along the North Section Line of Section 23, T3N, R1E to the East Mid Section Line of the West Half of Section 23, T3N, R1E, (79st Avenue) then South along the East Mid Section Line of the West Half of Section 23, T3N, R1E, to a point of intersection with the Center Line of Jenan Drive then East along the Center Line of Jenan Drive to a point of intersection with the Center Line for 77th Drive, then South along the Center Line of 77th Drive to a point of intersection with the East-West mid section line of Section 23, T3N, R1E, (Cholla Street) then East along the midsection Line of Sections 23 and 24 T3N, R1E to the SE Corner of the NW Quarter of Section 24 T3N, R1E, then South along the north-south midsection line of Section 24, T3N, R1E to a point of intersection with South Section Line of Section 24, T3N, R1E, then East along the South Section Line of Section 24, T3N, R1E to the SE corner of Section 24, T3N, R1E, then South along the East Section Line of Section 25, T3N, R1E, to the SE Corner of Section 25, T3N, R1E, Then West along the South Section Line of Section 25 to the SW Corner of the SE Quarter of Section 25, T3N, R1E, then South along the North-South mid section Line of Section 36, T3N, R1E, (71st Avenue Alignment) to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.

IRONWOOD DISTRICT -- LEGAL DESCRIPTION

IRONWOOD DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at the intersection of the South Section Line of Section 10, T3N, R1E with the West Right of Way Line for State Route 101 (Agua Fria Freeway), then West along the South Section Line of Section 10 T3N, R1E to a point of intersection with West Boundary of the City of Peoria, Arizona, then North along the West Boundary of the City of Peoria, Arizona to a point of intersection with the North Right of Way Line for Union Hills Drive, then Westerly along the North Right of Way Line for Union Hills Drive to the West Section Line of Section 28, T4N, R1E, then North along the West Section line of Section 28, T4N, R1E to a point of intersection with the South Right of Way Line for Beardsley Road, then West along the South Right of Way Line for Beardsley Road to a point of intersection with the West Right of Way Line for Lake Pleasant Road, then Northerly along the extension of the West Right of Way Line for Lake Pleasant Road to a point of intersection with the West Right of Way Line of Lake Pleasant Parkway, then Northerly along the West Right of Way Line of Lake Pleasant Parkway to a point of intersection with the North Section Line of Section 20, T4N, R1E, then East along the North Section Line of Section 20, T4N, R1E to the NE Corner of Section 20, T4N, R1E, then East along the North Section Line of Section 21, T4N, R1E, to the NE Corner of Section 21, then South along the East Section Line of Section 21, T4N, R1E to a point of intersection with the South Right of Way Line for Lake Pleasant Parkway, then Southeasterly along the South Right of Way Line for Lake Pleasant Parkway to a point of intersection with the South Section Line of Section 22, T4N, R1E, then South along the West Right of Way Line for Lake Pleasant Parkway/83rd Avenue to a point of intersection with the North Right of Way Line for Union Hills Drive, then West along the North Right of Way of Union Hills Drive to a point of intersection with the North-South Midsection Line of Section 27 T4N, R1E and Section 34, T4N, R1E, the NW corner of Section 28, T4N, R1E, then South along the North-South Midsection line (87th Avenue) to the South Right of Way Line of Bell Road, then East along the South Right of Way Line of Bell Road to a point of intersection with the West Right of Way Line of State Route 101 (Agua Fria Freeway), then South along the West Right of Way Line of State Route 101 to a point of intersection with the North Section Line of Section 10, T3N, R1E, then West Along the North Section Line of Section 10, T3N, R1E to a point which is 973.88 Feet West of the Northeast Corner of Section 10, then South 659.40 Feet, then East 107.41 feet to a point of intersection with the West Right of Way Line for State Route 101 (Agua Fria Freeway), then South along the West Right of Way Line for State Route 101 to the point of beginning. To the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.

MESQUITE DISTRICT -- LEGAL DESCRIPTION

MESQUITE DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at the SE corner of Section 12, T4N, R1E, then West along the South Section Line of Section 12, T4N, R1E to the SW Corner of Section 12 T4N, R1E, Then North along the West Section Line of Section 12, T4N, R1E to a point of intersection that is 1323.24 feet south of the NW Corner of Section 12, T4N, R1E, then Westerly along said line to a point of intersection with the Centerline of 83rd Avenue, then South along the Centerline of 83rd Avenue to the SW Corner of the NW Quarter of Section 11, T4N,R1E, then West along the East -West Midsection Line of Sections 10, 9 and 8, T4N, R1E (Calle Lejos Drive) to the West Section Line of Section 8, T4N,R1E, then North along the West Section Line of Section 8, T4N, R1E, to a point of intersection with the Centerline of Hatfield Road, then West along the Center line of Hatfield Road to a point of intersection with the Center Line of 109th Avenue, then North along the Centerline of 109th Avenue to a point of intersection with the South Section Line of Section 31, T5N, R1E, then Westerly along the South Section Line of Section 31, T5N, R1E and the South Section Line of Sections 36 and Section 35 all in T5N, R1W to a point of intersection with the South Right of Way Line of the Beardsley Canal, then Westerly along the South Right of Way Line of the Beardsley Canal to a point of intersection with the West Section Line of Section 2, T4N,R1W, then North along the West Section Line of Section 2, T4N, R1W and the West Section Line of Section 35 to a point of intersection with the East-West Midsection Line of Section 34, T5N, R1W, then West along the East-West Midsection Line of Section 34, T5N, R1W to the SW Corner of the NE Quarter of Section 34, T5N, R1W, then North along the North-South Midsection line of Section 34 to the NW corner of the NE Quarter of Section 34, T5N, R1W, then West along the North Section Line of Section 34, to the NW Corner of Section 34, T5N, R1W, then North along the West Section Line of Section 27, T5N, R1W, to the NW corner of Section 27, then West along the South Section Line of Sections 21 and 20, all in T5N, R1W to the SW corner of Section 20, then North along the West Section Line of Sections 20 and 17, all in T5N, R1W to the NW Corner of Section 17, then West along the South Section Line of Section 7, T5N, R1W and West along the South Section Lines of Sections 12 and 11, T5N, R2W, Then North along the West Section Lines of Sections 11 and 2, all in T5N, R2W (Citrus Road Lane Alignment), then North along the West Section Lines of Sections 35 and 26, T6N, R2W to a point of intersection with North Right of Way Line of State Route 74 (Morristown-New River Highway), then Southeasterly along the North Right of Way Line of State Route 74 to a point of intersection with the West Section Line of Section 25, T6N, R2W (Cotton Lane Alignment), then North along the West Section Lines of Section 25, 24, 13 and 12 all in T6N, R2W, to the NW corner of Section 12, then East along the North Section Line of Section 12, T6N, R2W and East along the North Section Lines of Sections 7 and 8 all in T6N, R1W to the NE corner of Section 8, then South along the East Section Lines of Section 8, 17, 20, 29 and 32 all in T6N, R1W to a point of intersection with the North Right of Way of State Route 74, then East along the North Right of Way of State Route 74 to a point of intersection with the West Section Line of

Section 26, T6N, R1W, then North along the West Section Lines of Sections 26, 23, 14, 11 and 2 all in T6N, R1W, to a point of intersection with the Maricopa-Yavapai County Line, then North along the West Section Line of Sections 35, 26 and 23, all in T7N, R1W to the NW Corner of Section 23, T7N, R1W, then East along the North Section Line of Section 23, T7N, R1W to the NE Corner of Section 23, T7N, R1W, then North along the West Section Line of Section 13, T7N, R1W to the NW Corner of Section 13, Then East along the North Section Line of Section 13, T7N, R1W to the NE Corner of Section 13, T7N, R1W, then North along the West Section Line of Section 18, T7N, R1E to the NW Corner of Section 18, T7N, R1E, then East along the North Section Line of Sections 18, 17 and 16, all in T7N, R1E to the NE Corner of Section 16, T7N, R1E, then South along the East Section Lines of Sections 16, 21, 28 and 33, all in T7N, R1E to a point of intersection with the Maricopa-Yavapai County Line, then South along the Maricopa-Yavapai County Line to a point of intersection with the North Section Line of Section 4, T6N, R1E, then East along the North Section Lines of Sections 4, 3 and 2, all in T6N, R1E to the NE corner of Section 2, T6N, R1 E, then South along the East Section Line of Sections 2, 11, 14, 23 and 26 all in T6N, R1E to a point of intersection with the Centerline of New River Road, then Southerly along the Centerline of New River Road to a point of intersection with South Section Line of Sections 26 and 27, T6N,R1E, then West along the South Section line of Sections 26 and 27, T6N, R1E, then West along the South Section line of Sections 26 and 27 T6N, R1E to a point of intersection with the East City Boundary of the City of Peoria, Arizona, then Southeasterly along the East City Boundary of the City of Peoria, Arizona in Section 34, T6N, R1E to a point of intersection with the South Section Line of Section 34 T06N R01E (intersection being referenced as a point on the south section line of Section 34 T06N R01E that is ½ Mile EAST of the centerline of Lake Pleasant Road (now known as State Route 74), then East to the SW corner of Section 35, T6N, R1E then South along the West Section Line of Section 2, T5N, R1E, to a point of intersection with the SW Corner Lot 4 of Section 02 T05N R01E, then East along the South Line of Lot 4 to the SE Corner of Lot 4 of Section 02 T05N R01E, then South along the East Line of the SW ¼ NW ¼ of Section 02 T05N R01E to a point of intersection with the East-West Midsection Line of Section 2, T5N, R1E, then East along the midsection line of Sections 2 and 1, T5N, R1E, to a point of intersection with the West Bank of the New River, then Southerly along the West Bank of the New River to a point of intersection with the North Right of Way of the Central Arizona Project Canal, then Southeasterly along the North Right of Way of the Central Arizona Project Canal to a point of intersection with East-West mid section line of Section 24, T5N,R1E, then East along the East-West midsection line to a point of intersection with East Section Line of Section 24, T5N, R1E, then Southerly along the East Section Line of Sections 24, 25 and 36, all T5N, R1E and the East Section Line of Sections 1 and 12, T4N, R1E to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.

PALO VERDE DISTRICT -- LEGAL DESCRIPTION

PALO VERDE DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at the SE corner of Section 24, T3N, R1E, then Westerly along the South Section Line of Section 24 to the SW corner of the SE Quarter of Section 24, T3N, R1E, then North along the North-South Midsection Line (71st Avenue) to the NW corner of the SE Quarter of Section 24, T3N, R1E, then West along the East-West Midsection Line (Cholla Street) of Sections 24 and 23, T3N, R1E, to a point of intersection with the Center Line of 77th Drive, then North along the Center Line of 77th Drive to a point of intersection with the Center Line of Jenan Drive, then West along the Center Line of Jenan Drive to a point of intersection with the North-South Midsection Line of Section 23, T3N, R1E (79th Avenue), then North along the North South Midsection Line of Section 23, T3N, R1E to a point of intersection with the North Section Line of Section 23, T3N, R1E (Cactus Road), then West along the North Section Line of Sections 23 and 22, T3N, R1E to the NW corner of Section 22, T3N, R1E, then South along the West Section Line of Section 22, T3N, R1E (91st Avenue) to a point of intersection with the South Right of Way Line of US 60 (Grand Avenue), then Northwesterly along the South Right of Way Line of US 60 to a point of intersection with the West Right of Way Line of State Route 101 (Agua Fria Freeway), then Northeasterly along the West Right of Way Line of State Route 101 (Agua Fria Freeway) to a point of intersection with the South Bank of Skunk Creek, then Northeasterly along the South Bank of Skunk Creek to a point of intersection with the West extension of the North Right of Way Line of Tierra Buena Lane. Then East along the North Right of Way Line of Tierra Buena Lane to a point of intersection with the East Section Line of Section 2, T3N, R1E (75th Avenue), then North along the East Section Line of Section 2, T3N, R1E, to a point of intersection with the Center Line of Paradise Lane, then Westerly along the Center Line of Paradise Lane to a point of intersection with the Center Line of 83rd Avenue, then North along the Center Line of 83rd Avenue to a point of intersection with the South Right of Way Line of Bell Road, then East along the South Right of Way Line of Bell Road to a point of intersection with the East Line of Lot 4 of Section 1, T3N, R1E, which is the East Boundary of the City of Peoria, Arizona, then Southerly along the East Boundary of the City of Peoria to a point of intersection with the North Right of Way of the Arizona Canal, then Southeasterly along the North Right of Way of the Arizona Canal to a point of intersection with the East Section Line of Section 12, T3N, R1E, the South along the East Section Line of Sections 12, 13, and 24 T3N, R1E (67th Avenue) to the point of beginning. Excluding those areas, which are not incorporated within the City of Peoria.

PINE DISTRICT--LEGAL DESCRIPTION

PINE DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at the SE corner of the SW Quarter of Section 34 T3N, R1E, then West along the South Section Line of Section 34, T3N, R1E to the SW corner of Section 34, Then West along the South Section Lines of Sections 33, 32, and 31 all T3N, R1E to the SW corner of Section 31, T3N, R1E, then North along the West Section Line of Section 31, T3N, R1E to a point of intersection with the South Right of Way Line for Olive Avenue, then East along the South Right of Way line for Olive Avenue to a point of intersection with the West Right of Way Line for 99th Avenue, as realigned, then North along the West Right of Way Line for 99th Avenue, as realigned to a point of intersection with the North Right of Way Line for Olive Avenue, then East along the North Right of Way Line for Olive Avenue to a point of intersection with the West Section Line of Section 28 T3N, R1E, then North along the West Section Line of Section 28, T3N, R1E and the West Section Line of Section 21 T3N, R1E, to a point of intersection with the NW Corner of the SW Quarter of Section 21, T3N, R1E, then East along the East-West Midsection Line of Section 21, T3N, R1E, to the NE corner of the SW Quarter of Section 21, T3N, R1E, then North along the North South Midsection Line of Sections 21 and 16, T3N, R1E to a point of intersection with the South Section Line of Section 9, T3N, R1E, then East along the South Section Line of Sections 9 and 10, T3N, R1E to a point of intersection with the West Right of Way Line of State Route 101 (Agua Fria Freeway) then South along the West Right of Way Line of State Route 101 to a point of intersection with the South Right of Way of US 60 (Grand Avenue), then Southerly along the South Right of Way of US 60 to a point of intersection with the West Section Line of Section 22, T3N, R1E, then North along the West Section Line of Section 22, T3N, R1E, to the NW corner of Section 22, then East along the North Section Line of Section 22, T3N, R1E, to the NE corner of Section 22, then South along the East Section Line of Section 22, T3N, R1E, to the SE corner of the NE quarter of Section 22, T3N, R1E, then West along the East-West midsection line of Section 22 to a point of intersection with the South Right of Way Line of US 60 (Grand Avenue), then Northwesterly along the South Right of Way Line of US 60 to a point of intersection with the Center Line of 88th Drive, then Southerly along the Center Line of 88th Drive to a point of intersection with the Center Line of Yucca Street, then West along the Center Line of Yucca Street to a point of intersection with the West Section Line of Section 22, T3N, R1E, then South along the West Section Lines of Sections 22 and 27, T3N, R1E to a point of intersection with the SW corners of the NW Quarter of the NW Quarter of Section 27, T3N, R1E, then East along the South Line of the NW Quarter of the NW Quarter Section 27, T3N, R1E (Monroe Street), to a point of intersection with the SE Corner of the NW Quarter of the NW Quarter of Section 27, T3N, R1E, then South along the East Line of the SW Quarter of the NW Quarter of Section 27, T3N, R1E(89th Avenue) to a point of intersection with the Center Line of Cinnabar Avenue, then East along the Center Line of Cinnabar Avenue to a point of intersection with the North South Midsection Line of Section 27, T3N, R1E (87th

Avenue), then South along the North-South Midsection Line of Sections 27 and 34, T3N, R1E to the point of beginning. Excluding those areas which are not incorporated within the City of Peoria.

WILLOW DISTRICT--LEGAL DESCRIPTION

WILLOW DISTRICT IS DESCRIBED AS FOLLOWS:

Beginning at a point at the intersection of the North Right of Way Line of Tierra Buena Lane and the East Section Line of Section 2, T3N, R1E (75th Avenue), then West along the North Right of Way Line of Tierra Buena Lane as extended to its intersection with the South Bank of Skunk Creek, then Southwesterly along the South Bank of Skunk Creek to a point of intersection with the West Right of Way of State Route 101), then North along the West Right of Way Line of State Route 101 to a point of intersection with the South Right of Way Line of Bell Road, then West along the South Right of Way Line of Bell Road to a point of intersection with the North-South Midsection Line of Section 3, T3N, R1E (87th Avenue Alignment), then North along the North-South Midsection Line of Section 3, T3N, R1E, and the North-South MidSection Line of Sections 34 and 27 all in T4N, R1E to a point of intersection with the North Right of Way Line of Union Hills Drive, then East along the North Right of Way Line of Union Hills Drive to a point of intersection with the West Right of Way Line for 83rd Avenue/Lake Pleasant Parkway, then North and West along the West Right of Way Line for 83rd Avenue/Lake Pleasant Parkway to a point of intersection with the East Section Line of Section 21, T4N,R1E, then North along the East Section Line of Section 21, T4N, R1E to the NE Corner of Section 21, then West along the North Section Line of Sections 21 and 20, all in T4N, R1E to a point of intersection with the West Right of Way Line of Lake Pleasant Parkway, then South along the West Right of Way Line of Lake Pleasant Parkway to a point of intersection with the West Right of Way Line of Lake Pleasant Road, then South along the West Right of Way Line of Lake Pleasant Road to a point of intersection with the South Right of Way Line of Beardsley Road, then West along the South Right of Way Line of Beardsley Road to a point of intersection with the East Right of Way Line of 107th Avenue, then South along the East Right of Way Line of 107th Avenue to a point of intersection with the South Section Line of Section 29, T4N, R1E, then West along the South Section Line of Sections 29 and 30, all in T4N, R1E to a point of intersection with the SW Corner of the SE Quarter of the SW Quarter of Section 30 T4N, R1E, then north along the West line of the SE Quarter of the SW Quarter of Section 30 as extended to a point of intersection with the North Section Line of Section 30, T4N, R1E, then West along the North Section Line of Section 30, T4N, R1E to a point of intersection with the centerline of 112th Avenue, then North along the centerline of 112th Avenue to a point of intersection with the East-West Midsection Line of Section 19, T4N, R1E, then East along the East-West Midsection line of Section 19 to a point of intersection with the SW Corner of the SE Quarter of the NE Quarter of Section 19, T4N, R1E, then North along the West Line of the SE Quarter of the NE Quarter of Section 19, T4N,R1E and continuing North along the West Line of

the NE Quarter of the NE Quarter of Section 19 T4N, R1E to the SW Corner of the SE Quarter of the SE Quarter Section 18, T4N, R1E, then continuing North along the West line of both the SE Quarter of the SE Quarter and the NE Quarter of the SE Quarter all in Section 18, T4N, R1E to a point of intersection with the East-West Midsection Line of Section 18, which is the NW Corner of the NE Quarter of the SE Quarter of Section 18, T4N, R1E, then East following the East-West Midsection Line, to a point of intersection with the East Section Line of Section 18, T4N,R1E, then North along the East Section Line of Section 18, T4N, R1E to the NE Corner of Section 18, then East along the North Section Line of Section 17, T4N, R1E to a point of intersection with the center line extension of the 101st Avenue Alignment,(intersection corresponding to the NE Corner for the NW Quarter of the NE Quarter of Section 17, T4N, R1E) then North along the extension of the 101st Avenue alignment to a point of intersection with the West extension of the center line of the Camino Del Oro Alignment, then East along the Camino Del Oro alignment to a point of intersection with the West Right of Way Line for Lake Pleasant Parkway, then South along the West Right of Way Line for Lake Pleasant Parkway to a point of intersection with the extension of the center line for Electra Lane, then East along the extension of the Center Line of Electra Lane to the West Boundary of the City of Peoria, then North along the West Boundary of the City of Peoria to the East-West Midsection Line of Section 8, T4N, R1E, then East along the East-West Midsection Line of Sections 8, 9 and 10 all in T4N, R1E to a point of intersection with the Centerline of 83rd Avenue, then North along the Centerline of 83rd Avenue to a point which is 1323.24 feet south of the North Section Line of Section 11, T4N,R1E, then East along this line to a point of intersection with the East Section line of Section 11, T4N, R1E, then South along the East Section Lines of Sections 11 and 14, all in T4N, R1E to the SE Corner of Section 14, Then East along the South Line of Section 14 to the East Boundary of the City of Peoria, Arizona, Then Southwesterly along the East Boundary of the City of Peoria, Arizona to a point of intersection with the North-South Midsection Line of Section 23, T4N, R1E, then South along the North-South Midsection Line of Section 23, T4N, R1E to the SE corner of the SW Quarter of Section 23, T4N, R1E, then West along the South Section Line of Section 23, T4N, R1E to a point of intersection with the West bank of the New River, then Southwesterly along the West Bank of the New River to a point of intersection with the East –West Midsection Line of Section 26, T4N, R1E, then West along the East-West Midsection Line of Section 26, T4N, R1E to a point of intersection with the East Boundary of the City of Peoria, Arizona, then South along the East Boundary of the City of the City of Peoria, Arizona to a point of intersection with the South Right of Way Line for Union Hills Drive, then West along the South Right of Way Line for Union Hills Drive to a point of intersection with the East Section Line of Section 34, T4N, R1E, then South along the East Section Line of Section 34, T4N, R1E to a point of intersection with the SE Corner of the NE Quarter of the SE Quarter of Section 34, T4N, R1E, then West along the South Line of the NE Quarter of the SE Quarter of Section 34, T4N, R1E to a point of intersection with the West Bank of the New River, then South along the West Bank of the New River to a point of intersection with the North Right of Way Line of Bell Road, then East along the North Right of Way Line of Bell Road to a point of intersection with the West Right of Way Line of State Route 101

(Agua Fria Freeway), then North along the West right of way line to a point of intersection with the East Section Line of Section 34, T4N, R1E, then South along the East Section line of Section 34, T4N, R1E and Section 3, T3N, R1E to a point of intersection with the South Right of Way Line for Bell Road, then East along the South Right of Way Line for Bell Road to a point of intersection with centerline of 83rd Avenue, then South along the centerline of 83rd Avenue to a point of intersection with the Centerline of Paradise Lane, then East along the Centerline of Paradise Lane to a point of intersection with the East Section Line of Section 2, T3N, R1E (75th Avenue) then South along the East Section Line of Section 2, T3N, R1E to the point of beginning. Excluding those areas, which are not incorporated within the City of Peoria.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 6th day of September, 2011.

Dated: _____

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Ordinance No. 2011- 17

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Effective Date: _____



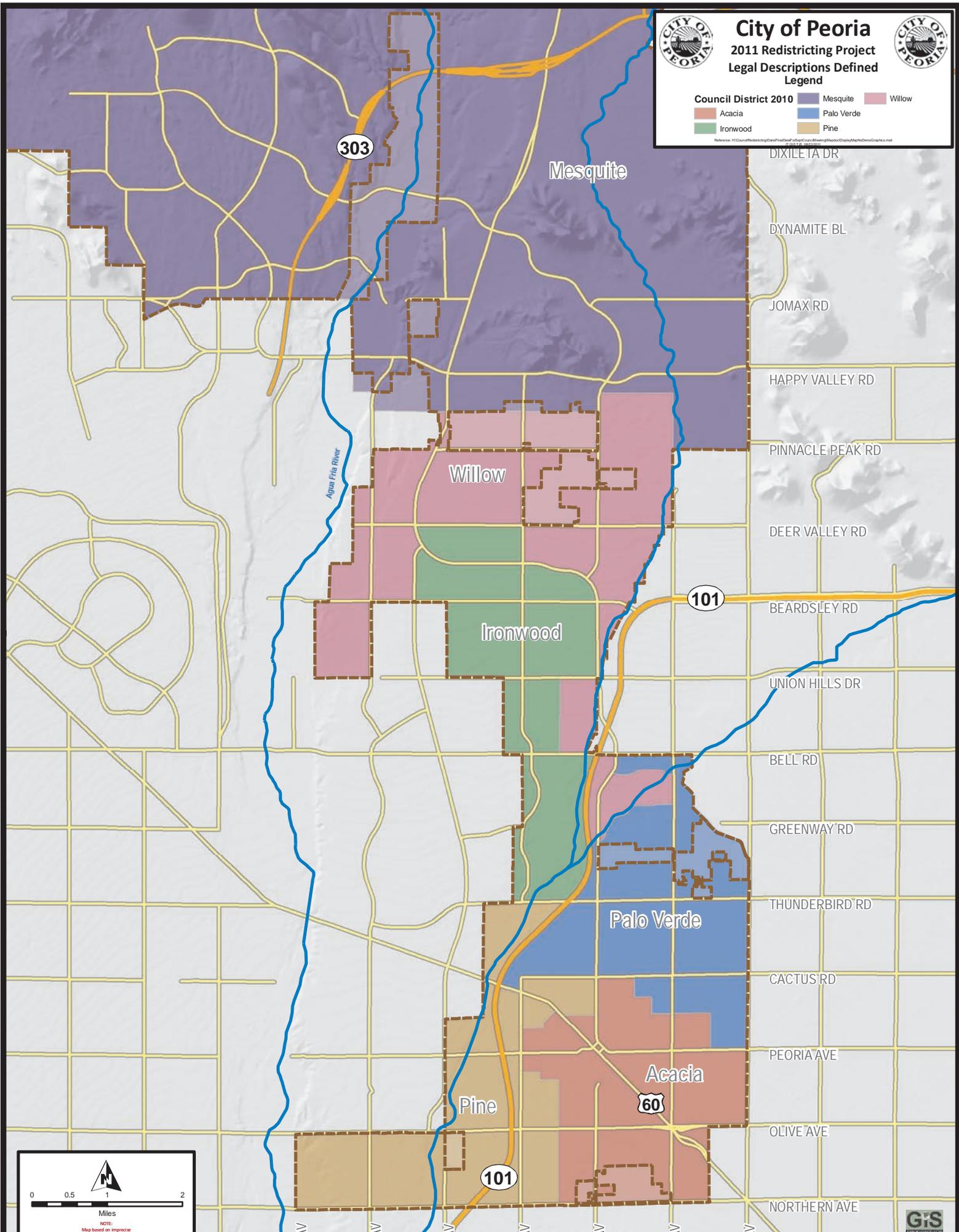
City of Peoria

2011 Redistricting Project

Legal Descriptions Defined Legend



- Council District 2010**
- Acacia
 - Ironwood
 - Mesquite
 - Palo Verde
 - Pine
 - Willow





City Council Calendar

Color Key:
City Council

< August	September 2011						October >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	
4	5	6  Special Regular City Council Meeting  Special Meeting and Study Session	7	8	9  City Council Workshop	10	
11	12	13 Study Session (Red Light Cameras)	14	15	16	17	
18	19	20  Regular City Council Meeting  Special Meeting and Study Session (Partner Agency Assistance)	21	22	23	24	
25	26	27	28	29	30		

*For specific information on these and other events visit www.peoriaaz.gov/events



City Council Calendar

Color Key:
City Council

< September	October 2011					November >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4  Special Meeting and Study Session	5	6	7	8
9	10	11 Study Session	12	13	14	15
16	17	18  Regular City Council Meeting  Special Meeting and Study Session	19	20	21	22
23	24	25	26	27	28	29
30	31					

*For specific information on these and other events visit www.peoriaaz.gov/events

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

Agenda Item: RCM3a

Date Prepared: August 29, 2011

Council Meeting Date: September 6, 2011

TO: Honorable Mayor and City Council

FROM: Carl Swenson, City Manager

THROUGH:

SUBJECT: Commemoration of September 11

Purpose:

To commemorate the 10th Anniversary of the attacks on the World Trade Center and our Nation on September 11, 2001.

Background/Summary:

On September 8, 2011, the City will be commemorating the historic attacks on our nation 10 years ago. A brief celebration will take place at the Peoria Public Safety Administration Building on September 8, 2011 at 1:30 p.m..

Previous Actions:

None taken

Options:

This report is for information only.

Staff Recommendation:

The City officials support this event.

Fiscal Analysis:

No financial impact.

Narrative:

Thursday, September 8, 2011

1:30 p.m. Public Safety Administration Building (PSAB)

City Honor Guard

Unveiling of the updated 9/11 memorial

Exhibit(s):

Exhibit 1: PSAB event flyer



9/11 Ceremony

City of Peoria Public
Safety Administration
Building

8351 W. Cinnabar
Avenue

Thursday,
September 8, 2011

1:30 pm



To commemorate the 10th Anniversary of the attacks on the World Trade Center and our nation on September 11, the City of Peoria will hold a brief ceremony to unveil its updated 9/11 memorial, which is centered around a steel beam from one of the towers. Additional artwork has been added to commemorate the anniversary, and a ceremony to remember the tragedy and those who lost their lives will take place.

Highlights

- Police and Fire Honor Guards will post colors
- Individuals who played a role during or in the aftermath of 9/11/01 will be on hand.
- Local Veterans will be in attendance

we remember



9.11.2001

Access the Public Safety Administration Building by taking 83rd Ave south from Peoria/Grand or north from Olive and turn west on Cinnabar. There is public parking on both sides of Cinnabar, including the top of the parking structure on the north side.

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

Agenda Item: RCM3b

Date Prepared: August 18, 2011

Council Meeting Date: September 6, 2011

TO: Honorable Mayor and City Council

FROM: Carl Swenson, City Manager

THROUGH:

SUBJECT: PACE Conference - November 17, 2011

Purpose:

This is to inform the City Council of the 2nd Annual **Positive Action Thru Civic Engagement** Conference (PACE). This year's theme is "The Convergence of Business, Education and Community."

Background/Summary:

In response to the success of last year's conference on civic engagement, the City is holding a day-long program filled with presenters recognized as leaders in connecting with community. In addition to the notable panel presenters, our keynote speakers are Michael Crow, President, Arizona State University and Kevin Johnson, Mayor of Sacramento (former Phoenix Suns – NBA All-Star.)

We are moving this year's event to the Arizona Broadway Theatre in anticipation of high registration turnout.

Previous Actions:

City officials individually supported and recognized the success of the 2010 PACE Conference

Options:

This report is for information only.

Staff Recommendation:

That City officials continue to support this initiative.

Fiscal Analysis:

The funding for this event is in the FY 2012 Human Resources training budget. The event revenues offset the expenditures; making the net financial impact is neutral.

Narrative:

Additional information is available on the city webpage at <http://www.peoriaaz.gov/content.aspx?id=37104> .

Exhibit(s):

Exhibit 1: Conference program

PACE 2011 CONFERENCE

POSITIVE ACTION THRU CIVIC ENGAGEMENT



THE CONVERGENCE OF BUSINESS, EDUCATION AND COMMUNITY

NOVEMBER 17, 2011

8:00 AM - 4:30 PM

Arizona Broadway Theatre
Peoria, Arizona

FEATURED KEYNOTE SPEAKERS



DR. MICHAEL CROW
PRESIDENT ARIZONA STATE UNIVERSITY



KEVIN JOHNSON
HONORABLE MAYOR SACRAMENTO, CA

Panel discussions with local and national Civic Engagement thought leaders.

Enhancing Education through
Civic Engagement

Ernest Calderón
Lisa Graham Keegan
Dr. Denton Santarelli
Dr. James Svava

Community Action

Dr. Catherine Eden
Roy Minter
Elva Coor

Business & Community
Engagement: A Two Way Street

Eddie Basha
Dr. Ángel Cabrera
Gena Trimble
Scott Whyte

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