



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

**CITY COUNCIL REGULAR MEETING
NOTICE & AGENDA
Tuesday, November 01, 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 Disposition of Absence

Discussion and possible action to approve the absence of Vice Mayor Cathy Carlat from the Special City Council Meeting held at 5:00 p.m. on October 18, 2011.

2C Code Amendment, Chapter 25, Water Point of Use Compliance Programs

Discussion and possible action to adopt **ORD. 2011-23** amending Chapter 25 of the Peoria City Code (1992 Edition) amending various Sections pertaining to the Point of Use Compliance Program.

3C Code Amendment, Chapter 5, Backflow Prevention Program

Discussion and possible action to adopt **ORD. 2011-22** amending Chapter 5 of the Peoria City Code (1992 Edition) amending various Sections pertaining to the Backflow Prevention Program in order to update the code in compliance with the requirements of County, State and Federal Backflow regulations.

4C Grant, Peoria Fire Department, Tohono O'odham Nation Grant, Fireboat

Discussion and possible action to accept a grant award from the Tohono O'odham Indian Community in the amount of the \$180,401 for the purchase of a fireboat at Lake Pleasant Regional Park and approve the Grant-in-Aid Agreement.

5C Grant Awards, Peoria Arts Commission - General Operating, Festival and Program Grants

Discussion and possible action to approve and award various arts-related grants as recommended by the Peoria Arts Commission.

6C Grant-in-Aid, Fiscal Agent Agreement, Tohono O'odham Nation and Leadership West, Class 18 Community Projects and Presentation at "Synthesis Day 2012"

Discussion and possible action to approve the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of Leadership West to assist with Class 18 Community Projects and presentations to the community at "Synthesis Day 2012".

7C Grant-in-Aid, Fiscal Agent Agreement, Tohono O'odham Nation and Peoria Unified School District, All-Day Kindergarten and School Resource Officer Program, Raymond S. Kellis High School

Discussion and possible action to approve the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of the Peoria Unified School District to fund all-day Kindergarten and the School Resource Officer Program at Raymond S. Kellis High School.

8C Intergovernmental Agreement, Maricopa County Department of Transportation, 99th Avenue and Beardsley Road, Project No. PW00065

Discussion and possible action to approve an Intergovernmental Agreement (IGA) between Maricopa County Department of Transportation (MCDOT), and the City of Peoria to identify each agency's responsibilities for improvements to 99th Avenue and Beardsley Road.

9C Deeds and Easements, Various Locations

Discussion and possible action to adopt **RES. 2011-109** accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

10C Roadway and Easement Dedications, Kiwanis Park

Discussion and possible action to adopt **RES. 2011-111** authorizing the execution of a Dedication of Public Roadway and Roadway & Peoria Municipal Utility Easement adjacent to Kiwanis Park at 12687 N. 78th Drive.

11C Designate Roadways, Establish Rights-of-Way, Various Locations

Discussion and possible action to adopt **RES. 2011-110** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

12C Final Plat, Peoria Regional Medical Center, Lake Pleasant Parkway and Yearling Road

Discussion and possible action to approve a Final Plat of Peoria Regional Medical Center, located on Lake Pleasant Parkway and Yearling Road, subject to stipulations.

13C Replat, Mack Arrowhead Lot 1B1, Thunderbird Road and Rio Vista Boulevard

Discussion and possible action to approve a Re-Plat of Mack Arrowhead Lot 1B1, located on Thunderbird Road and Rio Vista Boulevard, subject to stipulations.

14C Request for Certification of Exemption from Posting Security Requirements for Workers' Compensation Self-Insured Claims

Discussion and possible action to approve certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer, is exempt from the Industrial Commission of Arizona (ICA) requirement to post security for pending self-insurance claims.

REGULAR AGENDA

NEW BUSINESS

15R Confirmation – City Manager Appointment of Planning and Community Development Director

Discussion and possible action to confirm the City Manager appointment of Christopher Jacques as Planning and Community Development Director, effective November 2, 2011.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation
 - a. Community Policing Initiative Update
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. Independent Redistricting Commission Meeting
 - b. Keep it Local - Peoria First Campaign

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.*

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 2C

Date Prepared: October 12, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works - Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Ordinance amending Chapter 25 of the Peoria City Code pertaining to Water Point of Use Compliance Programs

Purpose:

This is a request for City Council to adopt an Ordinance amending Chapter 25 of the Peoria City Code (1992) pertaining to the Point of Use Compliance Program. The proposed changes are necessary to update the code in order to retain and reserve the right to use Point-of-Use (POU) compliance programs and associated POU treatment devices for certain water customers. The proposed changes are necessary to further clarify the City's authority to terminate water service in the event of a customer's failure or refusal to allow the installation or maintenance of a POU treatment device.

Background/Summary:

The City operates three distinct water systems. The original water system serves the area of the City located east of the Agua Fria River, a second system serves Vistancia and a third system serves Quintero. Because of low water demand, there are unique challenges associated with operating smaller water systems, such as Quintero which has only 13 customer accounts. The Arizona Department of Environmental Quality (ADEQ) has established rules which allow public water systems to employ point-of-use (POU) treatment devices as a means of ensuring compliance with Safe Drinking water requirements. A POU program differs from a centralized treatment program. A POU program requires the installation of treatment devices to treat water which is intended for human consumption. These are typically installed at a single tap such as the kitchen sink. Since only 1 to 3 percent of total water use is for direct consumption, a POU compliance program can significantly reduce operating costs for small water systems.

In 2009 the City obtained approval from the Maricopa County Environmental Services Department (MCESD) on behalf of ADEQ, to utilize a POU program for total trihalomethane (TTHM) compliance in Quintero. Seasonal and infrequent occupancy in Quintero caused low drinking water demand that led to challenges with water age and chlorination which are

predicates for TTHM formation. MCESD's approval specified that all 13 active accounts must be fitted with a POU, and the remaining future accounts (potentially over 200) are to be brought under the POU program upon commencement of water service. The cost of installation and maintenance of the POU devices is part of the system operating expense.

Currently all 13 Quintero water customers participate in the City's POU program. However, the refusal of any single customer to participate could violate the program permit. To ensure compliance, the City's needs the ability to shut off service to a customer who refuses to participate. The proposed ordinance change provides that Water service shut-off will be sought only after other methods of achieving compliance have been tried without success, and that the City will not terminate service until after the customer receives ten (10) days notice and an opportunity to comply with the POU program.

Previous Actions:

Council has taken no previous actions on this subject.

Options:

There are various options which include:

- A: Council could act to adopt the Ordinance amending Chapter 25 of the Peoria City Code (1992) pertaining to the Point of Use Compliance Program as proposed.
- B: Council could decline to approve the proposed Ordinance amending Chapter 5 and direct staff to make changes for subsequent approval.
- C. Council could decline to approve the proposed Ordinance amending Chapter 5. While this would not have an immediate impact, any future Quintero customer's refusal to comply with the program would undermine the POU program and result in increased water system operating costs.

Staff's Recommendation:

Staff recommends that the City Council adopt the Ordinance amending Chapter 25 of the Peoria City Code (1992) pertaining to the Point of Use Compliance Program as proposed, including the termination of service for customers only as a last resort after a ten (10) day notice and an opportunity to comply with the POU program prior to termination of service.

Fiscal Analysis:

There are no fiscal impacts associated with approval of this Ordinance.

Narrative:

The City has an obligation to provide safe drinking water. In some circumstances, a POU program provides for a more cost effective option to meet Safe Drinking water requirements. The proposed changes formalize the establishment of the City's POU program, customers' responsibilities, and enforcement remedies.

Exhibit(s):

Exhibit 1: Proposed Ordinance

Contact Name and Number: Brian Biesemeyer, 623-773-7181

ORDINANCE NO. 2011- 23

AN ORDINANCE OF THE CITY OF PEORIA MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 25 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 25-1 PERTAINING TO WATER; DEFINITIONS; SECTION 25-15 PREVIOUSLY RESERVED IS AMENDED AND PERTAINING TO WATER; POINT-OF-USE COMPLIANCE PROGRAM; SECTION 25-42 PREVIOUSLY RESERVED IS AMENDED AND PERTAINING TO WATER; POINT-OF-USE DEVICE VIOLATIONS AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 25 of the Peoria City Code (1992) is amended by amending Section 25-1 pertaining to general definitions and providing that Section 25-1 shall read as follows:

Sec. 25-1. Water; definitions.

For the purpose of this Chapter, the following words, terms and phrases shall have the following meaning ascribed to them, except where the context clearly indicates a different meaning:

Approach mains shall be those mains subject to repayment and defined as follows:

- (i) Mains extended beyond the limits of the project or mains constructed through the project or mains constructed along the frontage or boundary of the development; and
- (ii) Mains which serve other property owners other than the owner who is developing the property; and
- (iii) Mains which are constructed to contain additional capacity to provide adequate fire flow and water pressure above and beyond that required by the development based on the most recent Water Master Plan.

Approved means accepted by the Utilities Director or their authorized deputy, agent, designee or representative as meeting an applicable specification stated or cited in this code, or as suitable for the proposed use.

City means the City of Peoria, Maricopa County, Arizona and/or the Utilities Department. For purposes of certain sections, the City shall be defined as the Utilities Department and the Engineering Department with the Engineering Department performing reviews on behalf of the Utilities Department to assure compliance with the Utilities Department standards and specifications.

City Engineer means the Director of the Engineering Department, (i.e., City Engineer) or their deputy, agent, designee or representative.

City Water Service Area means all incorporated areas of the City, which are not currently served water by a private water company.

Civil Sanction means that part of the law (i.e., this code) which is designed to secure enforcement by imposing a penalty. A punitive act taken by the City against an individual or customer, which has violated this code.

Commercial Unit means non-residential units, which are intended to facilitate all types of employment-generating or business uses, including, but not limited to retail and service establishments, neighborhood convenience stores, business parks and professional offices, research and development centers, storage warehouses and industrial units.

Conveniently Accessible (for meter locations) means located in an open area with not less than three (3) feet in diameter access around the meter.

Customer(s) means any person (legal or natural), partnership, association, company, private corporation, public corporation, political subdivision, the United States and the State of Arizona, who requests or receives water from the City's public water distribution system, or reclaimed water from the City's reclaimed water distribution system, or untreated Central Arizona Project water from City facilities.

Development Fees means a fee assessed by the City to offset costs to the City associated with providing necessary public services to a development.

Director or Utilities Director means the Public Works – Utilities Director of the City of Peoria or their authorized deputy, agent, designee or representative.

Dwelling Unit means:

- (i) *Multiple-Family Dwelling Unit* means mobile home space within a mobile home park, a travel trailer space within a travel trailer park, a hotel, motel, rest home, apartment, condominium units served by a single meter, and any other building in which more than one (1) family may reside either temporarily or on a permanent basis.

- (ii) *Single-Family Dwelling Unit* means any unit attached or detached served by an individual meter in which only a single-family may reside, other than a multiple-family dwelling unit.

Industrial Unit means a business use or an activity involving and/or including, but not limited to, resource extraction, manufacturing, fabrication, assembly, and warehousing.

Institutional Unit means a use or activity involving and/or including, but not limited to a public and public/private group use of a nonprofit nature, typically engaged in public service or a religious institution, hospital, public or private school or college, and public agency.

Minor Land Division means:

- (i) The division of one parcel of land into three or less parcels.
- (ii) Application for a building permit on a single lot, parcel or tract that is not a lot, parcel or tract located within a recorded subdivision and which may be divided into one or more additional lots, parcels or tracts, regardless of whether the property owner has indicated any intent to do so.

Non-Potable Water means water delivered through the City's non-potable water distribution system. Non-potable water is not designated to meet the Environmental Protection Agency's and Arizona Department of Environmental Quality's drinking standards but is appropriate for other use.

Non-Potable Water Delivery means City service to provide non-potable water for, but not limited to, commercial, recreational and landscaping purposes and recharge.

Non-Potable Water Distribution System means the network of public non-potable wells, waterlines, pumping and booster stations, storage facilities and related equipment/appurtenance, which compose the basic grid and distribution system for non-potable water service to the point of delivery for non-potable water.

Non-Potable Water Service Line means an approved type of pipe carrying non-potable water from the public non-potable waterline to the point of delivery.

Non-Potable Water Use Service Agreement means a separate written agreement between the City and a City non-potable water customer that governs the delivery of non-potable water by the City. It is an implied condition of every non-potable water service agreement that all of the provisions of this Code pertaining to non-potable water and any failure to deliver non-potable water because there is inadequate availability of non-potable water for any priority customer is not a breach of the non-potable water use service agreement.

Point of Delivery for Non-Potable Water means the non-potable water meter or such other location as determined in the sole discretion of the Utilities Director and located on or proximately to a customer's property to which the City will deliver non-potable water and have access to for inspection and/or replacement.

Point of Delivery for Reclaimed Water means the reclaimed water meter or such other location as determined in the sole discretion of the Utilities Director or their designee and located on or proximately to a customer's property to which the City will deliver reclaimed water and have access to for inspection and/or replacement.

Point of Delivery or Point of Service Delivery means the terminal end of a service connection from public water system. If a meter is installed at the end of the service connection, then the point of service delivery shall mean the downstream end (i.e., customer side) of the meter. If an un-metered connection exists, then the point of service delivery shall mean at the point of demarcation between the public right-of-way or easements and private property. Also, the water meter or such other location as will be determined in the sole discretion of the Director or their authorized deputy, agent, designee or representative, and located on or proximately to a customer's property to which the City will deliver water and have access to for inspection and/or replacement.

Point-of-Use Compliance Program means a water treatment technology program designed to treat only a portion of the total flow at the point of use with the intent that water treated is for direct consumption (drinking and cooking) and achieves compliance with the maximum contaminant levels established in the National Primary Drinking Water Regulations.

Point-of-Use Treatment Device means a City-furnished treatment apparatus installed at a customer's faucet, which is an option for the City for compliance with some of the maximum contaminant levels for public water systems where central treatment is not feasible. A point-of-Use ("POU") device is considered a complete water treatment device that includes all components needed to connect it to a public water system under a POU compliance program.

Potable Water means water delivered through the City's domestic water delivery system after treatment designated to meet the Environmental Protection Agency's and Arizona Department of Environmental Quality's drinking standards.

Property Owner means the person, company, entity or developer which is developing the property. A property owner may in certain circumstances also be the individual requiring an approach main extension and/or be a customer (or future customer).

Public Water Distribution System means the network of public waterlines, pumping and booster stations, storage facilities and related equipment/appurtenance, which compose the basic grid and distribution systems for water service to the point of delivery.

Public Waterline or Public Water Main means a waterline (or water main) owned and maintained by the City.

Reclaimed Water means effluent (or non-potable water) that has been collected in a sanitary sewer for subsequent treatment in a facility which adheres to federal and state water quality control standards (i.e., Arizona Revised Statutes § 45-101 and any successor statutes), to achieve a quality suitable for its intended use.

Reclaimed Water Delivery means City service to provide reclaimed water for, but not limited to, commercial, recreational and landscaping purposes and recharge.

Reclaimed Water Distribution System means the network of public reclaimed waterlines, pumping and booster stations, storage facilities and related equipment/appurtenance, which compose the basic grid and distribution system for reclaimed water service to the point of delivery for reclaimed water.

Reclaimed Water Service Line means an approved type of pipe carrying reclaimed water from the public reclaimed waterline to the point of delivery.

Reclaimed Water Use Service Agreement means a separate written agreement between the City and a City reclaimed water customer, which is not part of any development agreement and that governs the delivery of reclaimed water by the City. It is an implied condition of every reclaimed water service agreement that all of the provisions of this code pertaining to reclaimed water and any failure to deliver reclaimed water because there is inadequate availability of reclaimed water for any priority customer is not a breach of the reclaimed water use service agreement.

Turf means an area of land, which is planted primarily with plants other than low water using plants.

Utilities or Utility means water and wastewater services provided by the city and all lines and facilities related to the provision, distribution, collection, transmission, or disposal of water and wastewater, singularly or collectively.

Utilities Director means the Director of the Public Works - Utilities Department, or their authorized deputy, agent, designee or representative.

Water means any water (i.e., clear, colorless, nearly odorless and tasteless liquid), from the City's public water distribution systems including potable water, non-potable water, reclaimed water from the City's reclaimed water distribution system or untreated Central Arizona Project water from City facilities.

Water Deficiency means any or all of the following: (1) the use of the water supply and delivery system has approached a level that exceeds the City's ability to provide a supply of water to each customer within a pressure zone or throughout the City or

where the available supplies of ground water or surface water delivered to the City are reduced; or (2) the general welfare requires that the water resources available to the City be put to the maximum beneficial use, or unreasonable method of use of water be prevented, and the conservation of such water is to be extended with a look at the reasonable and beneficial use thereof in the interests of the City and for the public welfare. A water deficiency shall be designated a Stage 1 (Water Watch), Stage 2 (Water Alert), Stage 3 (Water Warning), or Stage 4 (Water Emergency).

Water Distribution Main means water pipelines, which are generally between eight (8) inches and sixteen (16) inches in diameter, are considered part of the local water delivery system, and may be tapped for individual service connections to properties.

Water Transmission Main means water pipelines, which are generally greater than sixteen (16) inches in diameter, are considered part of the regional water delivery system, and are not permitted to be tapped for individual service connection.

SECTION 2. Chapter 25 of the Peoria City Code (1992) is amended by amending Section 12-15 Reserved and providing that Section 12-15 shall read as follows:

Sec. 25-15. Reserved. Water; point-of-use compliance program.

The City retains and reserves the right to use Point-of-Use ("POU") compliance programs and as associated POU treatment for the delivery of water service to certain customers taking City water services. The Arizona Department of Environmental Quality safe drinking water rules allow the City to employ POU compliance programs.

POU compliance programs, if established by the City are necessary conditions of water service delivery to certain customers taking water service from the City and such customers are subject to all of the elements and requirements of the POU compliance program.

SECTION 3. Chapter 25 of the Peoria City Code (1992) is amended by amending Section 12-42 Reserved and providing that Section 12-42 shall read as follows:

Sec. 25-42. Reserved. Water; point-of-use device violations.

Because a water system must obtain one hundred percent (100%) Point-of-Use ("POU") customer compliance, if a customer fails or refuses to allow the installation of a POU treatment device, or the maintenance of such device despite the City's best efforts to obtain the customer's voluntary compliance, the customer will be deemed in violation of the program.

A customer in violation, who fails or refuses to authorize a POU treatment device or the maintenance of such device, will be subject to the City shutting-off water service to their residence. Water service shut-off will be sought after other methods of achieving

compliance have been tried without success. The City will not terminate service until after the customer receives ten (10) days notice and an opportunity to comply with the POU program prior to termination of service.

SECTION 4. This Ordinance shall become effective in the manner provided by law.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 1st day of November, 2011.

CITY OF PEORIA, Arizona, an Arizona
municipal corporation

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in Peoria Times

Publication Dates: November 4, 2011 and November 11, 2011

Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3C

Date Prepared: October 10, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works - Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Ordinance amending Chapter 5 of the Peoria City Code pertaining to the Backflow Prevention Program

Purpose:

This is a request for City Council to adopt an ordinance amending Chapter 5 of the Peoria City Code (1992) pertaining to the Backflow Prevention Program. The proposed changes are necessary to update the code in order to ensure that the City continues to operate its approved Backflow Prevention Plan in compliance with the requirements of County, State and Federal Backflow regulations.

Background/Summary:

In July 2000, the City of Peoria submitted a Backflow Prevention Plan to Maricopa County Environmental Services Department (MCESD) to comply with the requirements of the Arizona Department of Environmental Quality's regulations specified in Arizona Administrative Code R18-4-215. The plan was initially approved by MCESD in 2001 and subsequently revised and approved in 2004. Backflow Prevention is critical in keeping the City's water distribution system safe by preventing potential contamination from customer-owned systems and premises.

Recent revisions to the standard operating procedures of the City's Backflow Program have been implemented to strengthen the protection of the public from potential backflow events. The current City Code needs to be clarified and updated to adequately address the specific requirements for proper enforcement of the program according to current regulations.

Previous Actions:

The original code language related to the Backflow Prevention Program that was passed by Council in 1977 and most recently revised in 2002.

Options:

- A: Council could act to approve the proposed Ordinance amending Chapter 5 of the Peoria City Code pertaining to the Backflow Prevention Program as outlined. The proposed changes will improve protection of the City's water distribution system.
- B: Council could decline to approve the proposed Ordinance amending Chapter 5 and direct staff to make changes for subsequent approval.
- C: Council could decline to approve the proposed Ordinance amending Chapter 5. However, the proposed amendments to the Ordinance are intended to revise the Backflow Prevention Plan to continue to be compliant with County, State and Federal backflow regulations.

Staff's Recommendation:

The proposed Ordinance amending Chapter 5 would revise sections to Chapter 5 to be in line with the City's Development Guidelines as well as the operations of the Backflow Prevention Program. Beyond the addition and clarification of definitions and some minor grammatical errors, the changes will further protect the City's water distribution system, as follows:

- add backflow protection requirements for premises that utilize reclaimed or non-potable water;
- add requirements for all commercial devices to be testable and accessible;
- update plumbing code compliance requirements; and
- clarify and update required credentials for City-approved testers.

Because Chapter 5 is part of the City's approved Backflow Prevention Plan by reference, this ordinance will ensure that the City continues to be compliant with the requirements of County, State and Federal backflow regulations.

Fiscal Analysis:

No fiscal change will occur with this code change.

Narrative:

Because Chapter 5 is part of the City's approved Backflow Prevention Plan by reference, this ordinance will ensure that the City continues to be compliant with the requirements of County, State and Federal backflow regulations.

Exhibit:

Exhibit 1: Proposed Ordinance

Contact Name and Number: Robin Bain, 623-773-7213

ORDINANCE NO. 2011-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 5 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 5-101 PERTAINING TO DEFINITIONS; AMENDING SECTION 5-102 PERTAINING TO PURPOSE; AMENDING SECTION 5-111 PERTAINING TO GENERAL REQUIREMENTS; AMENDING SECTION 5-112 PERTAINING TO CROSS-CONNECTION PROHIBITED; AMENDING SECTION 5-113 PERTAINING TO TESTING AND RECORDS; AMENDING SECTION 5-114 PERTAINING TO WHERE PROTECTION REQUIRED; AMENDING SECTION 5-115 PERTAINING TO TYPE OF PROTECTION; AMENDING SECTION 5-116 PERTAINING TO BACKFLOW PREVENTION DEVICES; AMENDING SECTION 5-117 PERTAINING TO INSPECTION AND MAINTENANCE; 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 5 of the Peoria City Code (1992) is amended by amending Section 5-101 pertaining to Definitions and which shall read as follows:

Sec. 5-101. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agency means the state department of environmental quality.

Air-gap separation or *A.G.* means a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel.

Approved means backflow prevention assembly or methods approved by the department as either meeting an applicable specification stated or cited in this division, or suitable for the proposed use.

Approved air-gap separation means an air-gap separation that is at least double the diameter of the supply pipe measured vertically above the overflow rim

of the vessel, but in no case less than one (1) inch (two and one-half (2.5) centimeters).

Assembly means any system for backflow protection consisting of more than one (1) component and having been tested as one (1) unit, and approved as one (1) unit.

Atmospheric vacuum breaker or *A.V.B.* (also known as the "nonpressure type vacuum breaker") means an assembly containing a float check, a check seat and an air inlet port. The flow of water into the body causes the float to close the air inlet port. When the flow of water stops, the float falls and forms a check valve against backsiphonage and at the same time opens the inlet port to allow air to enter and satisfy the vacuum. A shutoff valve immediately upstream may be an integral part of the assembly. An atmospheric vacuum breaker is designed to protect against a health hazard (i.e. contaminant) under a backsiphonage condition only.

Auxiliary water system means a source of water outside of the city's public water supply system. No connection to the city's public water supply system shall be made with any other water system without the approval of the local authority.

Backflow means the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water system from any source other than the intended source of the potable water supply.

Backflow prevention assembly means any assembly, method, or type of construction intended to prevent backflow into a potable water system.

Backpressure means the flow of water or other liquids, mixtures, or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than the intended source.

Backsiphonage means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source, caused by the reduction of pressure in the potable water supply system.

Consumer or *customer* means the owner, official custodian or person in control of any premises supplied by or in any manner connected to a public water system.

Consumer's or customer's water system means any water system serving the premises, commencing at the discharge side of the service pipe shutoff valve location.

Department means the building safety department of the city.

Double check valve assembly or *D.C.* means an assembly composed of two (2) independently acting, approved check valves, including tightly closing shutoff valves located at each end of the assembly and fitted with properly located test cocks.

Contamination means an impairment of quality of the potable water, such as through the introduction into water of microorganisms, chemicals, wastes, or wastewater, in concentration that makes water unfit for its intended use industrial discharges, or other materials to a degree which creates an actual or potential hazard to the public health.

Cross-connection means any connection through which a supply of potable water could be contaminated or polluted through backflow.

Double check-detector check valve assembly or *D.C.D.C.* means a specially designed assembly composed of a line-size approved double check valve assembly with a specific bypass five-eighths-inch by three-fourths-inch, or three-fourths-inch water meter and a three-fourths-inch approved double check valve assembly. The meter shall register all rates of flow.

Fixed air gap means the unobstructed vertical distance through the free atmosphere between the water discharge point and the flood level rim of the receptacle.

Foundation means Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

Hazard or Health hazard means any condition, device or practice in a water system or its operation resulting from a real or potential danger to the health and well-being of consumers. ``Severe" as used to qualify ``health hazard" means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life.

Inspection means a plumbing inspection to examine carefully and critically all materials, fixtures, piping and appurtenances, appliances and installations of a plumbing system for compliance with requirements of the Uniform Building Code and this division.

Installation means the installation of backflow prevention assembly.

Nonpotable water means water not safe for drinking, personal or culinary use as determined by the requirements of Safe Drinking Water Act of 1974, and this division.

Officer means the person appointed by the city manager to enforce the provisions of this division.

Plumbing means the actual installation, repair, maintenance, alteration or extension of a plumbing system by any person. ``Plumbing" includes all piping, fixtures, appurtenances and appliances for a supply of water for all purposes, including without limitation lawn sprinkler systems from the source of a private water supply on the premises or from the main in the street, alley or at the curb to within and about any building or buildings where a person lives, works or assembles. ``Plumbing" includes all piping from discharge of pumping units to and including pressure tanks in water supply systems. ``Plumbing" includes all piping, fixtures, appurtenances and appliances for a building drain and a sanitary drainage and related ventilation system of any building or buildings where a person or persons live, work or assemble from the point of connection of such building drain to the building sewer or private sewage disposal system two (2) feet beyond the foundation walls.

Pollution means the presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.

Potable water means water which meets the requirement of the state health department for drinking, culinary, and domestic purposes.

Potential cross-connection means a fixture or appurtenance with threaded hose connection, tapered spout, or other connection which would facilitate extension of the water supply line beyond its legal termination point.

Pressure vacuum breaker or P.V.B. means an assembly containing an independently operating loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shutoff valves located at each end of the assembly. This assembly is designed to protect against a health hazard (i.e. contaminant) under a backsiphonage condition only.

Process fluid means any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollution, or system hazard if introduced into the public or a consumer's potable water system. This includes but is not limited to:

- (1) Polluted or contaminated waters.
- (2) Process waters.
- (3) Used waters originating from the public water supply system which may have deteriorated in sanitary quality.

- (4) Cooling waters.
- (5) Questionable or contaminated natural waters taken from wells, lakes, streams, or irrigation systems.
- (6) Chemicals in solution or suspension.
- (7) Oils, gases, acids, alkalis and other liquid and gaseous fluids used in industrial or other processes, or for firefighting purposes.

Public water supply system means all mains, pipes and structures owned and/or maintained by the city, or any connected to such public water supply system, supplying potable water to the citizens of the city, through which water is obtained and distributed to the public, including wells and well structures, intakes and cribs, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing potable water.

Reduced pressure zone principle backflow prevention assembly or RP means an assembly containing a minimum of two (2) independently acting check valves together with an automatically operated pressure differential relief valve located between the two (2) check valves. During normal flow and at the cessation of normal flow, the pressure between these two (2) checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shutoff valves located at end of the assembly, and each assembly shall be fitted with properly-located test cocks.

Service connection means the physical connection to the water main including all fittings and appurtenances, through which water is supplied to the consumer.

Survey means the collection of information pertaining to a customer's piping system regarding the location of all connections to the public water supply system and must include the location, type and most recent inspection and testing date of all cross-connection assemblies and methods located within that customer's piping system.

SECTION 2. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-102 pertaining to Purpose and which shall read as follows:

Sec. 5-102. Purpose.

The purpose of this division is:

- (1) To protect the public water supply system from contamination or pollution by isolating within the customer's water system at each piece of equipment or hazard where contaminants or pollutants could backflow through the service connection into the public water supply system.
- (2) To promote the elimination or control of existing cross-connections, actual or potential, between the public or consumer's potable water system and nonpotable water systems, plumbing fixtures and sources or systems containing substances of unknown or questionable quality.
- (3) To provide for the maintenance of a continuing program of cross-connection control which will prevent the contamination or pollution of the public and consumer's potable water systems.

SECTION 3. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-111 pertaining to General requirements and which shall read as follows:

Sec. 5-111. General requirements.

(a) The owner or official custodian shall be responsible for protection of the public water supply system from contamination due to backflow or back-siphonage of contaminants through the customer's water service connection. If, in the judgement of the officer or his authorized representative, an approved backflow prevention device is necessary for the safety of the public water supply system, the officer shall give notice to the consumer to install such approved backflow prevention device at each service connection to the premises. The consumer, after due written notice and within the prescribed time indicated on the notice, shall install such approved device at his own expense, failure or refusal on the part of the consumer to install such device immediately shall constitute grounds for discontinuing water service to the premises until such device has been installed. The consumer shall retain records of installation, maintenance, testing and repair as required in this division.

(b) If in accordance with ~~the Uniform Plumbing Code~~ Section 5-44 of the Peoria City Code (1992), or in the judgment of the department, an approved backflow prevention assembly is necessary for the safety of the public water supply system, the department will give notice to the water customer to install such an approved assembly immediately. The water customer shall, at his own expense, install such an approved assembly at a location and in a manner in accordance with ~~the Uniform Plumbing Code and city requirements~~ Section 5-44 of the Peoria City Code (1992).

SECTION 4. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-112 pertaining to Cross-connection prohibited and which shall read as follows:

Sec. 5-112. Cross-connection prohibited.

(a) Connections between the public water supply system and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where approved cross-connection control devices or methods are installed, tested and maintained to ensure proper operation on a continuing basis. No connection shall be permitted between the public water supply system and any other water supply not of equal or better bacteriological and chemical quality as determined by inspection and analysis by the agency and/or the city. There shall be no arrangement or connection by which contamination may enter the public water supply system.

(b) It is the responsibility and financial obligation of the water consumer to prevent backflow into the public water supply system by ensuring that:

- (1) All cross-connections are removed, or approved cross-connection control assemblies are installed for control of backflow from backpressure and back-siphonage.
- (2) Cross-connection control assemblies shall be installed in accordance with the manufacturer's instructions and this division.
- (3) Cross-connection control assemblies shall be inspected at least annually by a person approved by the department as a cross-connection control tester. The inspection of mechanical devices shall include physical testing in accordance with the manufacturer's instructions, and those of the foundation, at the consumer's or owner's expense.

SECTION 5. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-113 pertaining to Testing and records and which shall read as follows:

Sec. 5-113. Testing and records.

(a) *Device.* Each device shall be tested at least annually or more frequently if recommended by the manufacturer, or the department, at the consumer's or owner's expense.

(b) *Records.* Records submitted to the city shall be available for inspection by agency personnel.

(c) *Identification.* Each assembly shall have a tag attached listing the manufacturer and serial number of the assembly.

(d) *Log.* A maintenance log shall be maintained and include the following:

- (1) Date of each test.
- (2) Name and approval number of person performing the inspection or test.
- (3) Test results/inspection.
- (4) Repairs or servicing required.
- (5) Repairs and date completed.
- (6) Services performed and date completed.
- (7) Results of final test.

(e) *City records.* The department will maintain records of the types and locations of all assemblies used for the prevention of back flow in accordance with requirements of chapter 7, section H, paragraph 2, Arizona Department of Health Services Engineer Bulletin No. 10, Guidelines for the Construction of Water Systems, as amended.

(f) *Annual notification to test.*

(1) The City shall notify the customer via first class mail at least 60 days before the annual test compliance due date for each backflow prevention assembly.

(2) If by the annual compliance date the City does not receive the required test report, the City shall provide written notice via hand delivery or certified mail delivered to the customer of the City's intent to discontinue water service if the required annual test report is not received within five days of the confirmed delivery date.

(3) The customer shall not test any backflow prevention assembly more than 60 days prior to the annual test due date, unless a waiver is requested in writing and granted with written City approval.

SECTION 6. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-114 pertaining to Where protection required and which shall read as follows:

Sec. 5-114. Where protection required.

(a) A backflow prevention assembly approved by the officer shall be installed on each water service line to a customer's water system. Such approved backflow prevention assembly shall be installed prior to issuance of any certificate of occupancy for the structure to which the water system will provide service.

(b) An approved backflow prevention assembly shall be installed on each water service line to a consumer's water system where the following conditions exist:

- (1) Premises having an auxiliary water system, unless such auxiliary water system is accepted as an additional source by the city and the source is approved by the agency and the council.
- (2) Premises where any substance exists which can create an actual or potential hazard to the public water supply system.
- (3) Premises having internal cross-connections that, in the judgment of the officer, are not correctable or intricate plumbing arrangements which made it impractical to determine whether or not cross-connections exist.
- (4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connections survey.
- (5) Premises having a repeated history of cross-connections being established or reestablished.
- (6) Premises which utilize non-potable or reclaimed water.

(c) An approved backflow prevention assembly shall be installed on each water line to a consumer's water system serving, but not necessarily limited to, the following types of facilities or to isolate specific equipment or hazards unless the officer determines that no actual or potential hazard to the public water supply system exist:

- (1) Aircraft and missile plants, RP.
- (2) Animal clinics and animal grooming shops, RP.
- ~~(3)~~ Automotive plants, RP.
- ~~(3)~~ Auxiliary water systems (interconnected), RP.
- ~~(4)~~ Auxiliary water systems (not interconnected), ~~DP~~ RP.

- (~~56~~) Beverage bottling plants, ~~DC~~ RP.
- (~~67~~) Breweries, RP.
- (~~78~~) Buildings greater than three (3) stories or greater than thirty-four (34) feet in height from curb level, ~~DC~~ RP.
- (~~89~~) Buildings with house pumps and/or potable water storage tank, ~~DC~~ RP.
- (~~910~~) Canneries, packing houses and reduction plants, RP.
- (~~11~~) Carbonated beverage equipment, Stainless Steel, RP.
- (~~4012~~) Car wash facilities or car washes with water reclamation system, RP.
- (~~4113~~) Centralized heating and air conditioning plants, RP.
- (~~4214~~) Chemical plants, RP.
- (~~4315~~) Chemically treated potable or nonpotable water systems, RP.
- (~~4416~~) Commercial laundries, ~~DC~~ RP.
- (~~17~~) Cooling tower, boiler, condenser, chiller, and other cooling systems, RP.
- (~~4518~~) Dairies and cold storage plants, RP.
- (~~19~~) Decorative fountain, baptismal, pond, or any location water is exposed to atmosphere, RP or Air Gap.
- (~~4620~~) Dye works, RP.
- (~~4721~~) Film processing laboratories, RP.
- (~~4822~~) Food processing plants, ~~DC~~ RP.
- (~~4923~~) High schools, grade schools, day-care centers, and colleges, ~~DC~~ RP.
- (~~2024~~) Holding tank disposal stations, RP.
- (~~2125~~) Hospitals and mortuaries, RP.
- (~~2226~~) Medical and dental buildings or suites, sanitariums, rest and convalescent homes, ~~DC~~ RP.

- (~~23~~27) Mobile home and travel trailer parks, RP.
- (~~24~~28) Irrigation systems (premises having separate systems such as parks, playgrounds, cemeteries, golf courses, schools, estates, ranches, etc.), RP.
- (~~25~~29) Laboratories using toxic materials, RP.
- (~~26~~30) Manufacturing, processing and fabricating plants using toxic materials, RP.
- (~~27~~31) Manufacturing, processing and fabricating plants using nontoxic materials, RP.
- (~~28~~32) Motion picture studios, RP.
- (~~33~~) Non-Carbonated beverage equipment, DC.
- (~~29~~34) Oil and gas production facilities, RP.
- (~~30~~35) Paper and paper production plants, RP.
- (~~36~~) Pesticide, herbicide, fertilizer, and chemical applicators, RP.
- (~~31~~37) Plating plants, RP.
- (~~32~~38) Radioactive materials processing facilities, RP.
- (~~33~~39) Restricted, classified or other closed facilities, RP.
- (~~40~~) Recreational vehicle dump stations (sewer), or any other location where water may be exposed to bacteria, virus or gas, RP.
- (~~34~~41) Rubber plants, RP.
- (~~35~~42) Sand and gravel plants, RP.
- (~~36~~43) Sewage and storm drainage facilities, RP.
- (~~37~~44) Any premises where a cross-connection is maintained, RP.
- (~~38~~45) Water trucks, temp. water storage units, hydraulic sewer cleaning equipment, street sweepers, steel wheeled rollers, RP or air-gap.

(46) Water treatment facilities and all water processing equipment (other than residential water softeners), RP.

(47) X-ray equipment, plating equipment, or any other photographic processing equipment, RP.

(48) Any premises on which chemicals, oils, solvents, pesticides, disinfectants, cleaning agents, acids or other pollutants and/or contaminants are handled in a manner by which they may come in direct contact with water, or there is evidence of the potential to contact water, RP.

(3949) Any premises where water supplied by the city is subject to deterioration in sanitary quality and its entry into the public water system is permitted, RP.

(4050) Any connection to a fire hydrant (except fire department equipment), RP.

SECTION 7. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-115 pertaining to Type of protection required and which shall read as follows:

Sec. 5-115. Type of protection required.

(a) The type of protection required shall depend on the degree of hazard which exists as follows:

(1) An approved fixed air gap or an approved reduced pressure zone principle backflow prevention assembly shall be installed where the public water supply system may be contaminated causing a system health hazard.

(2) An approved fixed proper air gap separation or an approved DC backflow prevention assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.

(b) All American Water Works Association classes 1, 2 and 3 fire systems six (6) inches in size and larger or any system three (3) inches in size and larger constructed of a piping material not approved as a potable water system material per the ~~Uniform Plumbing Code adopted~~ Section 5-44 of the Peoria City Code (1992) by the city shall have a DC. All American Water Works Association classes 4, 5 and 6 shall have an RP. Fire systems where backflow protection is required on the industrial/domestic service connection that is located on the same premises, both service connections will have adequate backflow protection for the highest degree of hazard effecting either system.

(c) Any property with more than one (1) water service shall, at the discretion of the department have backflow protection on each service to the property.

(d) At the discretion of the department a strainer shall be required on assemblies.

SECTION 8. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-116 pertaining to Backflow prevention devices and which shall read as follows:

Sec. 5-116. Backflow prevention devices.

(a) All backflow prevention assemblies required by the provision of this division shall be approved by the department. Installation of an approved assembly shall be made in accordance with the departmental regulations. Maintenance as recommended by the manufacturer of the device, and the department, shall be performed. The manufacturer's maintenance manual shall be available on-site. Installation standards are available at the department. All backflow prevention assemblies shall be testable units and equipped with test cocks.

(b) The assembly shall have a diameter at least equal to the diameter of their service connection or service line at the point of connection. Each service connection will require its own backflow prevention assembly.

(c) The assembly shall be in an accessible location and installed as close to the service connection as practicable.

(d) All backflow prevention assemblies must comply with the standards of the department and the provisions of this division. A double check valve assembly shall only be used to protect against a nonhealth hazard (i.e. pollutant). A double check-detector valve assembly shall only be used to protect against a nonhealth hazard (i.e., pollutant).

SECTION 9. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-117 pertaining to Inspection and Maintenance and which shall read as follows:

Sec. 5-117. Inspection and maintenance.

(a) *Generally.* The consumer at premises on which backflow prevention assembly required by the provisions of this chapter are installed shall have inspection, tests, maintenance and repair made in accordance with the following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions, at the consumer's expense:

- (1) Fixed proper air gap separations shall be inspected at the time of installation and at least annually thereafter.
- (2) Double check valve assemblies shall be inspected and tested at the time of installation or repair and at least annually ~~thereafter, and required service performed within fifteen (15) days~~ or more frequently if recommended by the manufacturer, or the department.
- (3) Reduced pressure principle backflow prevention devices shall be tested at the time of the installation or repair and at least annually or more frequently if recommended by the manufacturer, or the department.
- (4) All commercial pressure vacuum breakers shall be tested at the time of the installation or repair and at least annually or more frequently if recommended by the manufacturer, or the department.

(b) *Testing.* Testing shall be performed by a person who has been approved by the department. Proof of approval shall be in writing. Testing procedures shall be conducted in accordance to the current edition of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Manual for Cross-Connection Control. Testers who wish to perform backflow testing within the City must possess and maintain the following credentials:

- (1) Complete and sign an application for recognition.
- (2) Certified as a backflow assembly tester from an agency approved by the Department.
- (3) Test gauge calibration reports.
- (4) Liability insurance policy with a \$1,000,000 minimum liability per occurrence.
- (5) Commercial Arizona Registrar of Contractors License as determined by the Department.
- (6) City of Peoria Tax & Business License.

(c) *Repairs.* Whenever backflow prevention assemblies required by these regulations are found to be defective, they shall be repaired or replaced at the expense of the consumer within forty-five (45) days or as specified by the officer.

(d) *Alterations.* Backflow prevention assemblies shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific authorization by the department.

(e) *Rebuilding.* All backflow prevention assemblies shall be rebuilt as determined by the officer.

(f) *Security.* All backflow assemblies installed shall have a chain with a padlock from the first O.S. & Y. valve to the second O.S. & Y. valve, or an alarm system, or both.

(g) *Painting.* All backflow assemblies shall be painted tan or a color to match the background.

(h) *Test cocks.* Test cocks are to be used for testing only, any unauthorized use is unlawful. All test cocks shall have plugs in place at all times. These plugs shall only be removed for testing.

SECTION 10. 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 11. 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 1st day of November, 2011.

Dated: _____

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in Peoria Times

Publication Dates: November 4, 2011 and November 11, 2011

Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: October 19, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager
FROM: Larry Rooney, Deputy Chief of Administration
THROUGH: Stacy Irvine, Acting Assistant Fire Chief
SUBJECT: Tohono O'odham Nation Grant: Fire Boat

Purpose:

Staff requests Council to approve the Grant-in-Aid Agreement, and accept the grant award of \$180,104, with the Tohono O'odham Nation for the purpose of an Emergency Medical, Fire and Rescue Watercraft.

Background/Summary:

The Peoria Fire Department has been awarded an \$180,401 grant from the Tohono O'odham Indian Community for the purchase of an Emergency Medical Fire Rescue Watercraft to be used at Lake Pleasant Regional Park. Currently, the Fire Department does not have a dedicated fireboat to use during an emergency, fire or rescue situation.

Previous Actions:

None

Options: *(include as many as reasonable)*

A: Accept the grant award to purchase a fireboat for Lake Pleasant Regional Park.

B: Do not accept the grant award.

Staff's Recommendation:

Discussion and possible action to accept the \$180,401 grant award from the Tohono O'odham Indian Community for the purchase of a fireboat at Lake Pleasant Regional Park and approve the Grant-in-Aid Agreement.

In addition, it is recommended that the Mayor and Council approve a budget amendment of \$180,401 from the Proposed Grant Contingency Account (7990-7990-570000) to the Tohono O'odham Grant Other Vehicle Account (7537-7779 -542505), thus providing expenditure authority for the grant fund account listed below:

Fiscal Analysis:

Request a budget adjustment in the amount of \$180,401 from Proposed Grant Contingency Account (7990-7990-570000) to the Tohono O'odham Grant Other Vehicle Account (7537-7779 -542505)

The grant proposal requested \$211,338, which included the costs of the boat, trailer, and ancillary equipment (communication & safety equipment, lighting etc.). The city was awarded \$180,401 for the purchase of the boat. The Fire Department will purchase the items that were not funded by the grant through their operations budget. The city will also be providing an in-kind match of \$30,000 for needed medical equipment and supplies.

Narrative:

NA

Exhibit(s):

Exhibit 1: Grant award Letter dated September 30, 2011 from Dr. Ned Norris, Chairman, Tohono O'odham Indian Community.

Exhibit 2: Grant-in-aid Agreement between the Tohono O'odham Nation and the City of Peoria.

Contact Name and Number: Larry Rooney, Deputy Chief, x7905



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

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

Ned Norris, Jr.
Chairman

Wavalene M. Romero
Vice Chairwoman



September 30, 2011

Mr. Larry Rooney
Peoria Fire Department
8401 W. Monroe St.
Peoria, AZ 85345

Dear Mr. Rooney:

It is a great pleasure to inform you that your proposal on behalf of the Peoria Fire Department was selected by the Tohono O'odham Nation as a potential recipient of the 12% grant funding in the amount of \$180,104 for the Lake Pleasant Emergency Medical, Fire and Rescue Watercraft. Your proposal presented the Nation with a worthy project that we would be honored to support. We received more than 270 proposals this year, a significant increase from last year that reflects the current economic climate. We hope that this grant will help the Peoria Fire Department continue to assist others during this time.

As was indicated in the Request for Proposals issued by the Nation, the grant funding offer is conditional upon development of an Intergovernmental Agreement (IGA) as well as final approval by the Legislative Council of your proposal, the IGA, and any other financial arrangements.

Please contact Lanez Valisto in my office immediately at (520) 383-2028 so we can begin drafting the IGA and take the steps necessary for final approval of this grant funding. Congratulations to you and the Peoria Fire Department; I look forward to working with you to finalize your grant award.

Sincerely,



Dr. Ned Norris Jr.
Chairman

**Grant-in-Aid Agreement
between
the Tohono O’odham Nation
and
the City of Peoria**

THIS GRANT-IN-AID AGREEMENT (“Grant”) is entered into as of the _____ day of _____, 2011, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Peoria, an Arizona Municipal Corporation (“the City”).

RECITALS

A. The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O’odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O’odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

C. Peoria is authorized by the Peoria Charter, Article 1, Sec. 3(15), to enter into this Agreement [Authorizing language for GRANTEE].

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

PROVISIONS

1. Purpose. The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit “A” without the written consent of the Nation.

2. Contribution. The Nation shall issue payment to the City of Peoria in the amount described in Exhibit “A” (the “Contribution”) for the purpose(s) detailed in Exhibit “A” on or about November 29, 2011.

3. Funding. The Contribution payment shall be delivered to the City of Peoria, without any further notice or invoice required, at the address set forth in Paragraph 7 below, upon the complete execution of this Grant.

4. Money Unclaimed. In the event that the City of Peoria fails to accept the grant funding on or before January 1, 2012, this Grant will be deemed to have been terminated by the City of Peoria and the Nation will award the grant funding to another applicant.

5. Dispute Resolution. The parties mutually agree that any disputes arising pursuant to this Grant shall be resolved through informal dispute resolution. For all disputes arising under this agreement the Nation and the City of Peoria shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

6. Reports: Unless otherwise extended by the Nation upon request of the City of Peoria, no later than July 31, 2012, the City of Peoria shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of the City of Peoria and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

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

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

and

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

If to the City of Peoria:

Larry Rooney, Deputy Chief of Administration
8401 W. Monroe
Peoria, Arizona 85234
Phone: 623-773-7905
Fax: 623-773-7620
Email: Larry.Rooney@peoriaaz.gov

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

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

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

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

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

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

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

TOHONO O'ODHAM NATION

CITY OF PEORIA

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

Bob Barrett, Mayor
City of Peoria

Dated _____

Date _____

Attest:

Approved as to form:

Approved as to form

Jonathan L. Jantzen, Attorney General
Tohono O'odham Nation

Steve Kemp, City Attorney
City of Peoria

Dated _____

Additional Signatures Required: Attests

Date _____
Wanda Nelson, City Clerk
City of Peoria

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Lake Pleasant Emergency Medical, Fire and Rescue Watercraft	\$180,104.00
TOTAL	<u>\$180,104.00</u>

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: October 17, 2011

Council Meeting Date: November 1, 2011

TO: Mayor and City Council
FROM: Jeff Tyne, Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Fine Arts Grants

Purpose:

This is a request for City Council to approve and award various arts-related grants as recommended by the Peoria Arts Commission.

Background/Summary:

Each year, grant funding is set aside for various programs and services to promote the fine arts throughout Peoria. A competitive process has been established for various organizations to apply for grants in three categories: General Operating, Festival and Program grants. The goal is to assist local non-profit organizations with operations, programs/events and activities. The end result will be to afford new art and cultural opportunities to Peoria residents while fostering partnerships with the arts community.

There are several criteria that need to be met as part of the minimum qualifications for each grant. Overall, nine categories were ranked by a panel of five individuals who were asked to judge each application on its merit. The panel consisted of Arts Commission members, representatives from other organizations and Peoria staff. Activities of the panel were facilitated by Peoria staff. The Peoria Arts Commission approved the recommendations at their monthly meeting on October 11, 2011.

Previous Actions:

There is no previous City Council action on this item. The Peoria Arts Commission unanimously approved the evaluating committee's recommendations at their October 11, 2011 meeting.

Options:

A: Agree with the Arts Commission recommendations and approve the various grants as submitted.

B: Request the Arts Commission to re-evaluate their recommendation and return for further consideration.

C: Award varying amounts of funds various organizations.

Staff's Recommendation:

Approve the grants and funding as recommended by the Peoria Arts Commission.

Fiscal Analysis:

Funding is available in the FY 2012 budget to support all recommendations by the Arts Commission.

Exhibit 1: Recommended Distribution of General Operating Grants, Festival Grants, and Program Grants by the Peoria Arts Commission

Contact Name and Number: Kirk Haines, 623-773-7120

Program Grants

Organization	Date	Contact	Category	Title	# of Audience	\$ Requested	\$ Awarded
Peoria Unified School District	8/17/2011	Robert Benson	Performing	PUSD Performing Groups	City Event attendees	\$3,000.00	\$2,300
West Valley Arts Council	8/17/2011	Julie A. Richard	Visual Art	West Valley Home Art Studio Tour		\$2,500.00	\$2,500
Centennial High School - Arts	8/24/2011	Jessica Lund	Visual Art	Photography at CeHS	CeHS Art Students, 100/semester	\$2,000.00	\$2,000
Free Arts of Arizona	8/24/2011	Jill McLroy	Visual Art	My Block Free Arts Day	5,300 youth/year	\$2,500.00	\$2,500
Centennial High School Marching Band	8/24/2011	Jill Mahoney	Music	Community Connectness Across the Ages	CeHS Students/Family & 179 Seniors	\$1,250.00	\$1,250
Arizona Broadway Theatre	8/24/2011	Pamela Grady Karwan	Drama	ABT's Theatre for Young Audiences Goes to the Library	80	\$2,500.00	\$2,500
West Valley Art Museum	8/24/2011	Constance W. McMillin	Visual Art	Artful Afternoon Lecture Series		\$2,500.00	\$2,500
Theater Works	8/24/2011	Christie King	Drama	Cultural Awareness Campaign	80,000 annually	\$2,300.00	\$2,300
Ballet Arizona	8/24/2011	Megan Jefferies	Dance	Community Angel Night	More than 3,000	\$2,500.00	\$2,500
Creative Stages Youth Theatre, Inc.	8/24/2011	Leslie Murdock	Drama	Saturday Morning Playhouse!	Estimating 600	\$2,370.00	\$2,370
West Valley Symphony	8/24/2011	Cindy Cooper	Music	Concerts for Students		\$2,470.00	\$2,470
						\$25,890.00	\$25,190

General Operating Support

Organization	Date	Contact	Category	Title	# of Audience	\$ Requested	\$ Awarded
Peoria Fine Arts Association	8/17/2011	Richard A Meidl	Visual Art	Youth Exhibition	8 High Schools	\$1,000.00	\$0
Peoria Fine Arts Association	8/17/2011	Richard A Meidl	Visual Art	Floor Demo Mirror		\$750.00	\$0
Peoria Fine Arts Association	8/17/2011	Richard A Meidl	Visual Art	High School Scholarships		\$1,000.00	\$1,850
Challenger Space Center Arizona	8/24/2011	Becca Gladden	Visual Art	Update Exhibits	50,000 annually	\$50,000.00	\$0
Arizona Broadway Theatre	8/24/2011	Pamela Grady Karwan	Drama	Administrative & Artistic Expenses	80,000 annually	\$50,000.00	\$37,000
West Valley Art Museum	8/24/2011	Constance W. McMillin	Visual Art	Insurance to Cover Fine Art Collection		\$50,000.00	\$16,600
Theater Works	8/24/2011	Christie King	Drama	Business Development Department	80,00 annually	\$53,200.00	\$35,500
Creative Stages Youth Theatre, Inc.	8/24/2011	Leslie Murdock	Drama	Money to cover space's lease	5,600 last year	\$43,000.00	\$9,050
						\$248,950.00	\$100,000

Festival Grants

Organization	Date	Contact	Category	Title	# of Audience	\$ Requested	\$ Awarded
Peoria Unified School District	8/17/2011	Robert Benson	All showcased	10th Annual PUSD Arts Festival	37 schools	\$3,000.00	\$3,000
Northwest Black History Committee	8/24/2011	EJ Cutright	Music, Dance, & Visual Art	Black History Festival		\$3,000.00	\$3,000
West Valley Art Museum	8/24/2011	Constance W. McMillin	Visual Art	Art Appreciation Tent for Children	600 children	\$3,000.00	\$3,000
Peoria Arizona Historical Society, Inc.	8/24/2011	W. Harold McKisson		Auto License Plates Displays		\$838.00	\$0
Peoria Arizona Historical Society, Inc.	8/24/2011	W. Harold McKisson		Horse Buggy & Antique Displays		\$900.00	\$0
Peoria Arizona Historical Society, Inc.	8/24/2011	W. Harold McKisson		Hands on Demonstrations		\$1,345.00	\$0
Peoria Arizona Historical Society, Inc.	8/24/2011	W. Harold McKisson		Jail/Prison Photos & Gold Panning Demo		\$1,520.00	\$0
Taste of Greece	8/24/2011	Dennis Georgen	Music & Dance	Taste of Greece		\$3,000.00	\$0
Theater Works	8/24/2011	Christie King	Drama	Puppet Works Make & Take Workshops		\$3,000.00	\$3,000
						\$19,603.00	\$12,000

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: October 19, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

FROM: John Schell, Director, Governmental Affairs and Council Office

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

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

Purpose:

Staff requests Council to approve the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of Leadership West.

Background/Summary:

Leadership West applied and was awarded a \$4,500 grant from the Tohono O'odham Nation's 12 percent gaming distribution grant program. The Leadership West proposal requested \$4,500 to assist with the Class 18 Community Projects and their presentation to the community at "Synthesis Day 2012".

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

Previous Actions:

None

Options: (include as many as reasonable)

A: Approve the Grant-in-Aid Agreement

B: Do not approve the Grant-in-Aid Agreement.

Staff's Recommendation:

Discussion and possible action to approve the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of Leadership West.

Fiscal Analysis:

There would be no fiscal impact to the City of Peoria, as this is a pass-through grant. This requires a \$4,500 budget transfer from the Proposed Grant contingency account (7990-7990-570000) to the General Fund Non-departmental – Community Promotions account (1000-0300-522099) to allow for the payment to Leadership West. The revenue will be deposited in the General Fund grant revenue account.

Narrative:

NA

Exhibit(s):

Exhibit 1: Grant award Letter dated September 30, 2011 from Dr. Ned Norris Jr., Chairman, Tohono O'odham Indian Community.

Exhibit 2: Grant-in-aid Agreement between the Tohono O'odham Nation, City of Peoria and Leadership West

Contact Name and Number: Tamara Shreeve, x 5143

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

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

Ned Norris, Jr.
Chairman

Wavalene M. Romero
Vice Chairwoman

September 30, 2011

Ms. Kathy Knecht
Leadership West
P.O. Box 1843
Avondale, AZ 85323

Dear Ms. Knecht:

It is a great pleasure to inform you that your proposal on behalf of Leadership West was selected by the Tohono O'odham Nation as a potential recipient of the 12% grant funding in the amount of \$4,500 for Class 18 Community Projects and Synthesis Day 2012. Your proposal presented the Nation with a worthy project that we would be honored to support. We received more than 270 proposals this year, a significant increase from last year that reflects the current economic climate. We hope that this grant will help Leadership West continue to assist others during this time.

As was indicated in the Request for Proposals issued by the Nation, the grant funding offer is conditional upon development of a Grant-in-Aid between the Nation, a governmental entity, and you, as well as final approval by the Legislative Council of your proposal, the Grant-in-Aid, and any other financial arrangements.

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

Sincerely,



Dr. Ned Norris Jr.
Chairman

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

THIS GRANT-IN-AID Fiscal Agent Agreement, (“Grant”) is entered into as of the _____ day of _____, 2011, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), the City of Peoria, and the Leadership West, a non profit educational program that cultivates leadership capital for Western Maricopa County.

RECITALS

A. The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O’odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O’odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. Peoria is authorized by the Peoria Charter, Article 1, Sec. 3(15), to enter into this Agreement [Authorizing language for GRANTEE].

D. Bylaws of Leadership West, Inc., a corporation organized exclusively for charitable, religious, educational and scientific purposes within the meaning of section 501©3 of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law) and its regulations Article VII, 1. Contract, provide that the board of directors may authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instruments in the name of or on behalf of the corporation.

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

P R O V I S I O N S

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

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

3. **Contribution.** The Nation shall make a payment to the City of Peoria in the amount described in Exhibit "A" (the "Contribution") on or about November 29, 2011. The City of Peoria shall then make this funding available to the Leadership West as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

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

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

6. **Money Unclaimed.** In the event that the City of Peoria is unable to distribute the funding to the Leadership West on or before January 1, 2012, the City of Peoria shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City of Peoria and the time the City of Peoria disburses the Contribution to the Leadership West shall be paid to the Leadership West.

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

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

9. **Dispute Resolution.** The parties mutually agree that any disputes arising between either 1) the Nation or the City of Peoria or 2) the Leadership West and the City of Peoria pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between the Leadership West and the City of Peoria, both the

Leadership West and the City of Peoria must notify the Nation within five business days. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10. **Reports:** Unless otherwise extended by the Nation upon request of the Leadership West, no later than July 31, 2012, the Leadership West shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of the Leadership West and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

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

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

and

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

If to the City of Peoria:
 Tamara A. Shreeve, Manager, Council Office and Grant Program
 8401 W. Monroe
 Peoria, Arizona 85234
 Phone: 623-773-5143
 Fax: 623-773-7301
 Email: Tammy.Shreeve@peoriaaz.gov

With a copy to: City Attorney
 City of Peoria
 8401 W. Monroe, Room 280
 Peoria, AZ 85345

Fax: 623-773-7043

If to the Leadership West:

Kathy Knecht
Executive Director
P.O. Box 1843
Avondale, Arizona 85323
Phone: 623-826-2074
Fax: 623-215-3863
Email: Kathy@leadershipwest.org

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

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

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

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

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

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

TOHONO O'ODHAM NATION

CITY OF PEORIA

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

Bob Barrett, Mayor
City of Peoria

Dated _____

Dated _____

LEADERSHIP WEST

Kathy Knecht, Executive Director

Dated _____

Attest:

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

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

Jonathan L. Jantzen, Attorney General
Tohono O'odham Nation

Attorney/Rep
City of Peoria

Additional Signatures Required

Dated _____

Dated _____

Secretary

Wanda Nelson, City Clerk
City of Peoria

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Class 18 Community Projects and Synthesis Day 2012	\$4,500.00
TOTAL	<u>\$4,500.00</u>

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: October 19, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

FROM: John Schell, Director, Governmental Affairs and Council Office

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

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

Purpose:

Staff requests Council to approve the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of Peoria Unified School District (PUSD).

Background/Summary:

PUSD applied and was awarded a \$50,000 grant from the Tohono O'odham Nation's 12 percent gaming distribution grant program. PUSD proposal requested \$362,500 to assist with funding of all day kindergarten and the school resource officer program at Raymond S. Kellis High School.

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

Previous Actions:

None

Options: (include as many as reasonable)

A: Approve the Grant-in-Aid Agreement

B: Do not approve the Grant-in-Aid Agreement.

Staff's Recommendation:

Discussion and possible action to approve the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Peoria on behalf of PUSD.

Fiscal Analysis:

There would be no fiscal impact to the City of Peoria, as this is a pass-through grant. This requires a \$50,000 budget transfer from the Proposed Grant contingency account (7990-7990-570000) to the General Fund Non-departmental – Community Promotions account (1000-0300-522099) to allow for the payment to PUSD. The revenue will be deposited in the General Fund grant revenue account.

Narrative:

NA

Exhibit(s):

Exhibit 1: Grant award Letter dated September 30, 2011 from Dr. Ned Norris Jr., Chairman, Tohono O'odham Indian Community.

Exhibit 2: Grant-in-aid Agreement between the Tohono O'odham Nation, City of Peoria and PUSD.

Contact Name and Number: Tamara Shreeve, x 5143



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

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

Ned Norris, Jr.
Chairman

Wavalene M. Romero
Vice Chairwoman



September 30, 2011

Dr. Robert Benson
Peoria Unified School District
6330 W. Thunderbird Rd.
Glendale, AZ 85306

Dear Dr. Benson:

It is a great pleasure to inform you that your proposal on behalf of the Peoria Unified School District was selected by the Tohono O'odham Nation as a potential recipient of the 12% grant funding in the amount of \$50,000 for Full-Day Kindergarten and the School Resource Office. Your proposal presented the Nation with a worthy project that we would be honored to support. We received more than 270 proposals this year, a significant increase from last year that reflects the current economic climate. We hope that this grant will help the Peoria Unified School District continue to assist others during this time.

As was indicated in the Request for Proposals issued by the Nation, the grant funding offer is conditional upon development of a Grant-in-Aid between the Nation, a governmental entity, and you, as well as final approval by the Legislative Council of your proposal, the Grant-in-Aid, and any other financial arrangements.

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

Sincerely,



Dr. Ned Norris Jr.
Chairman

**Grant-in-Aid
Fiscal Agent Agreement
between
the Tohono O'odham Nation
and
the City of Peoria
On behalf of
The Peoria Unified School District**

THIS GRANT-IN-AID Fiscal Agent Agreement, ("Grant") is entered into as of the _____ day of _____, 2011, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), the City of Peoria, an Arizona municipal corporation, and the Peoria Unified School District, a political subdivision of the State of Arizona.

RECITALS

A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. The City of Peoria is authorized to enter into this Grant with the Nation pursuant to A.R.S. § 11-952, which provision empowers Arizona political subdivisions to enter intergovernmental agreements with Federal entities and agencies, such as Indian Tribes.

D. Peoria Unified School District is authorized to enter into this Grant pursuant to A.R.S. § 15-341(A) L(14).

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

PROVISIONS

1. **Purpose.** The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
2. **Acceptance of Duties; Monies Held in Trust.** The City of Peoria agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the City of Peoria for the benefit of the Peoria Unified School District. The City of Peoria shall hold this funding separate from all other monies in the possession or control of the City of Peoria. The City of Peoria shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the Peoria Unified School District within 5 business days after the distribution is made.
3. **Contribution.** The Nation shall make a payment to the City of Peoria in the amount described in Exhibit "A" (the "Contribution") on or about November 29, 2011. The City of Peoria shall then make this funding available to the Peoria Unified School District as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.
4. **Funding.** The Contribution payment shall be delivered to the City of Peoria, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.
5. **Disbursement of Contribution.** In accordance with the City of Peoria's policies and procedures and upon satisfactory documentation, as quickly as is feasible the City of Peoria will distribute the funds to the Peoria Unified School District.
6. **Money Unclaimed.** In the event that the City of Peoria is unable to distribute the funding to the Peoria Unified School District on or before January 1, 2012, the City of Peoria shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City of Peoria and the time the City of Peoria disburses the Contribution to the Peoria Unified School District shall be paid to the Peoria Unified School District.
7. **Consideration and Reliance.** It is acknowledged that the City of Peoria's promise to accept and disburse the funds received by the City of Peoria pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.
8. **Fees.** The City of Peoria shall not charge the Peoria Unified School District and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to the Peoria Unified School District.
9. **Dispute Resolution.** The parties mutually agree that any disputes arising between either 1) the Nation or the City of Peoria or 2) the Peoria Unified School District and the City of Peoria pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between the Peoria Unified School District and the City of

Peoria, both the Peoria Unified School District and the City of Peoria must notify the Nation within five business days. Unless prohibited by Arizona law, all disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10. **Reports:** Unless otherwise extended by the Nation upon request of the Peoria Unified School District, no later than July 31, 2012, the Peoria Unified School District shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of the Peoria Unified School District and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

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

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

and

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

If to the City of Peoria: Tamara Shreeve
8401 W. Monroe
Peoria, AZ 85345
Phone: 623-773-5143
Fax: 623-773-7727

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

If to the Peoria Unified School District:

Mr. Michael Finn
Chief Financial Officer
6330 W. Thunderbird Rd.
Glendale, Arizona 85306
Phone: 623-486-6006
Fax: 623-486-6009
Email: mfinn@peoriaud.k12.az.us

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

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

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

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

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

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

TOHONO O'ODHAM NATION

CITY OF PEORIA

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

Title

Dated _____

Dated _____

PEORIA UNIFIED SCHOOL DISTRICT

Dr. Denton Santarelli, Superintendent
Peoria Unified School District

Dated _____

Attest:

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

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

Jonathan L. Jantzen, Attorney General
Tohono O'odham Nation

Stephen Kemp, City Attorney
City of Peoria

Approved as to form and found to be
Within the powers and authority of the
Peoria Unified School District under the
Laws of the State of Arizona

Attorney for Peoria Unified School District

Additional Signatures Required

Secretary-Tohono O'Odham Nation

City Clerk – City of Peoria

Dated _____

Dated _____

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Full-Day Kindergarten and School Resource Officer	\$50,000.00
TOTAL	<u>\$50,000.00</u>

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: September 20, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement, Maricopa County Department of Transportation, 99th Avenue and Beardsley Road, Project No. PW00065

Purpose:

This is a request for City Council to approve an Intergovernmental Agreement (IGA) between Maricopa County Department of Transportation (MCDOT), and the City of Peoria to identify each agencies responsibilities for improvements to 99th Avenue and Beardsley Road.

Background/Summary:

On September 6, 2011, Council awarded the construction contract to Combs Construction for reconstruction of the intersection of 99th Avenue and Beardsley Road, which includes the following improvements:

- Increase structural pavement section 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

As mentioned during the presentation, a portion of the project improvements are located within Maricopa County jurisdiction. The improvements located within County jurisdiction include:

- Reconstruction of the intersection
- Construction of a transition from the new widened intersection to match the existing pavement approximately 500 feet to the south

In order for the City to construct these improvements an intergovernmental agreement is required to:

- Obtain no-cost permits from the County to complete all improvements located within County jurisdiction.
- Annex a portion of the unincorporated right-of-way within the intersection of 99th Avenue and Beardsley Road into the City's jurisdiction. Annexing this right-of-way will incorporate all of the intersection improvements into City jurisdiction and clarify the City's responsibility for maintenance and emergency response.

City and County staff reviewed the agreement and found it to be acceptable. A summary of each agencies responsibilities is provided below:

County

- The County shall issue a no-cost permit to the City.
- The City of Peoria shall ensure contractor liability insurance and shall have the contractor list Maricopa County as Additional Insured.
- Improvement plans shall meet City of Peoria criteria and shall be reviewed and approved by Peoria. MCDOT will **not** be responsible for plan review and approval.
- The County will review the legal description and exhibit of the proposed area to be annexed by the City.
- The County agrees to process the annexation agreement in a timely manner.
- It is anticipated that the construction of the project will commence prior to execution of the agreement by both parties. Therefore, the County agrees to issue the no cost permits to the City prior to the execution of the agreement by both parties.

City

- The City of Peoria shall inspect and approve construction.
- The City of Peoria shall be responsible for traffic control during construction and shall notify Maricopa County in ADVANCE of approving any lane closures and/or roadway restrictions. MCDOT will not be responsible for traffic control. If traffic control extends to other Maricopa County roadways beyond the project, the City of Peoria shall apply to Maricopa County for a separate traffic control permit.
- The City of Peoria shall annex the project area upon completion.
- The City of Peoria shall assume responsibility and liability for the design, construction, inspection, operation, maintenance, and repair for the project roadways, traffic control devices and street lights while the area remains under County jurisdiction, until annexation has been completed.
- At such time construction is complete, the City of Peoria shall continue to operate and maintain the project until ultimate annexation.

Previous Actions:

- September 6, 2011, Council approved the construction contract to Combs Construction in the amount of \$2,236,065.

Options:

A: Approve the IGA with Maricopa County for the City to annex the area in question and obtain no cost permits.

B: Deny the approval of the IGA with Maricopa County which will delay the construction of the City's construction project and require the City to adhere to certain County construction methods within County jurisdiction, as well as require the City to obtain permits at cost.

Staff's Recommendation:

Approval of the IGA between Maricopa County and the City of Peoria to allow the City to annex the area in question and obtain no cost permits.

Fiscal Analysis:

Costs associated with the annexation process and all permits are incorporated into the project budget.

Narrative:

Staff recommended approval of this IGA because the no cost permits will result in a cost savings to the City, the City already maintains the intersection, and annexation is a necessary housekeeping step to clarify the City boundaries.

Exhibit 1: Vicinity Map

Exhibit 2: Annexation Map

Exhibit 3: IGA

Contact: Chris Kmetty, Senior Civil Engineer, 623-773-7247



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

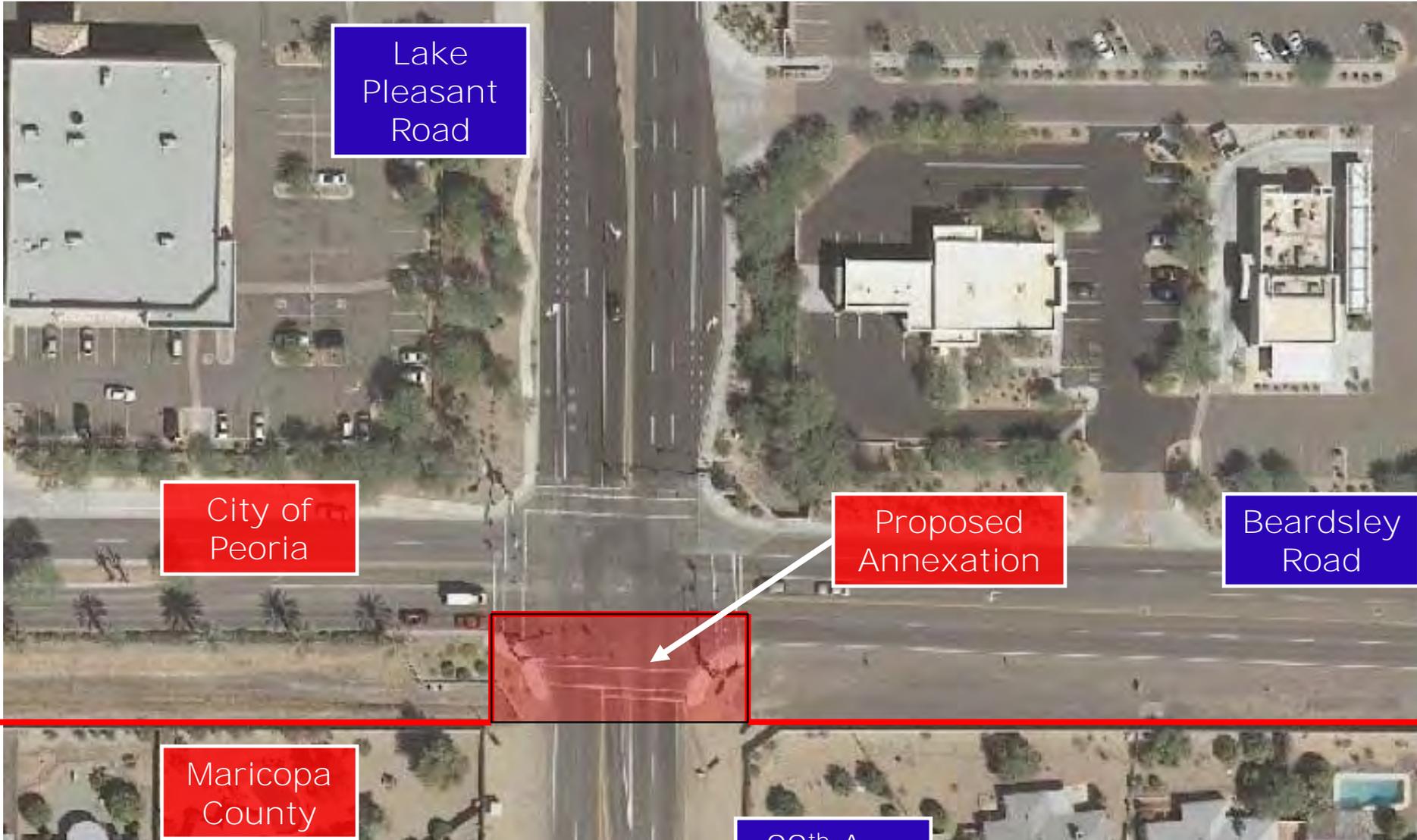
PW00065

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

Beardsley and Lake Pleasant Road Annexation EXHIBIT 2



Lake Pleasant Road

City of Peoria

Proposed Annexation

Beardsley Road

Maricopa County

60th A

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA
FOR IMPROVEMENTS TO 99TH AVENUE AND BEARDSLEY ROAD

(C-91-11- _____ -2-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State, acting through the Maricopa County Department of Transportation (**County**), and the City of Peoria, a municipal corporation (City). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 et seq. authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 et seq. authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. The City of Peoria intends to improve the south half of Beardsley Road, from Lake Pleasant Road to 99th Avenue and the intersection of Lake Pleasant Road and Beardsley Road.
4. The Project consists of widening the roadway to include two lanes in each direction, a two-way left-turn lane and bike lanes. The project will also include the addition of streetlights, landscaping, sidewalks, pavement reconstruction storm drain improvements, a westbound to northbound right turn lane and second southbound to eastbound left turn lane and traffic signal upgrades.

5. It is anticipated the City will begin construction of the Project in the Fall 2011.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the improvements to 99th Avenue and Beardsley Road.

TERMS OF THE AGREEMENT

7. Responsibilities of the County:

- 7.1 The County shall issue a no-cost permit to the City with the following conditions:
 - i. The City of Peoria shall ensure contractor liability insurance and shall have the contractor list Maricopa County as Additional Insured.
 - ii. Improvement plans shall meet City of Peoria criteria and shall be reviewed and approved by Peoria. MCDOT will **not** be responsible for plan review and approval.
 - iii. The County will review the legal description and exhibit of the proposed area to be annexed by the City.
 - iv. The County agrees to process the annexation agreement in a timely manner.
 - v. It is anticipated that the construction of the project will commence prior to execution of the agreement by both parties. Therefore, the County agrees to issue the no cost permits to the City prior to the execution of the agreement by both parties.

8. Responsibilities of Peoria:

- 8.1 The City of Peoria shall inspect and approve construction. MCDOT will **not** be responsible for inspection and construction approval.
- 8.2 The City of Peoria shall be responsible for traffic control during construction and shall notify Maricopa County in ADVANCE of approving any lane closures and/or roadway restrictions. MCDOT will not be responsible for traffic control. If traffic control extends to other Maricopa County roadways beyond the project, the City of Peoria shall apply to Maricopa County for a separate traffic control permit.

- 8.3 The City of Peoria shall annex the project area upon completion (see Exhibit A).
- 8.4 The City of Peoria shall assume responsibility and liability for the design, construction, inspection, operation, maintenance, and repair for the project roadways, traffic control devices and street lights while the area remains under County jurisdiction, until annexation has been completed.

GENERAL TERMS AND CONDITIONS

9. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
10. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and may be recorded with the Maricopa County Recorder, and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
11. This Agreement shall be subject to the provisions of A.R.S. §38-511.
12. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 12.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their

employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

- 12.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 12.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 12.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
13. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by ARS sections 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
 14. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
 15. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
 16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
 17. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
 18. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
 19. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Peoria City Council in such fiscal year.

20. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
21. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF PEORIA

Recommended by:

Recommended by:

John B. Hauskins, P.E. Date
Transportation Director

Date

Approved and Accepted by:

Approved and Accepted by:

Andrew Kunasek, Chairman Date
Board of Supervisors

Date

Attest by:

Attest by:

Clerk of the Board Date

City Clerk Date

APPROVAL OF ATTORNEY FOR BOS AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Attorney for BOS Date

City Attorney Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: September 14, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Deeds and Easements, Various Locations

Purpose:

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

Background/Summary:

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

Previous Actions:

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

Options:

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

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

Exhibit(s):

Exhibit 1: Resolution

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

RESOLUTION NO. 2011-109

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

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

75th & Thunderbird Intersection Widening Project
World Gospel Mission
WARRANTY DEED
Major Arterial
Maricopa County Recording No. 2011-0705380
(EN00089)

East side of 75th Avenue/North of
Thunderbird Road

SRP Irrigation Facility Relocation
Bureau of Reclamation
QUIT CLAIM DEED
Major Arterial
Maricopa County Recording No. 2011-0395143

South side of Peoria Avenue
between 91st & 95th Avenues

Resolution No. 2011-109
Acceptance of Deeds and Easements
November 1, 2011
Page: 2

License to Easement Conversion
Salt River Project
NON-EXCLUSIVE EASEMENT FOR
UNDERGROUND STORM DRAIN
Maricopa County Recording No. 2011-0740532
(APN# 142-33-003D & 005D)

West of 83rd Avenue, north of
Northern Avenue

Community Works/Clean-up
Peoria Unified School District No. 11
SPECIAL WARRANTY DEED
Local (78th Drive) & Collector (Sweetwater)
Maricopa County Recording No. 2011-0687903
(APN #200-78-005A)

78th Drive & Sweetwater Ave

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Local
Maricopa County Recording No. 2011-0687909
(APN #200-78-005A)

78th Drive s/of Sweetwater Ave

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Local
Maricopa County Recordation No. 2011-0687907
(APN #200-18-673)

Deanna Drive, between 81st Ave
and 81st Lane

Community Works/Clean-up
Peoria Unified School District No. 11
SPECIAL WARRANTY DEED
Collector
Maricopa County Recording No. 2011-0687900
(APN #142-01-001C)

79th Avenue & Cholla Street

Resolution No. 2011-109
Acceptance of Deeds and Easements
November 1, 2011
Page: 3

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Collector
Maricopa County Recording No. 2011-0687905
(APN #142-01-001C)

Cholla Street east of 79th Ave

Community Works/Clean-up
Peoria Unified School District No. 11
SPECIAL WARRANTY DEED
Collector
Maricopa County Recording No. 2011-0687902
(APN #142-34-002M)

85th Avenue & Butler Drive

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Collector
Maricopa County Recording No. 2011-0687906
(APN #142-34-002M)

85th Avenue north of Butler Dr

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Collector
Maricopa County Recording No. 2011-0687908
(APN #142-34-002M)

Butler Drive west of 85th Avenue

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

Resolution No. 2011-109
Acceptance of Deeds and Easements
November 1, 2011
Page: 4

SECTION 3. Recording Authorized

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of November 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: September 26, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Roadway and Easement Dedications, Kiwanis Park

Purpose:

This is a request for City Council to authorize the execution of a Dedication of Public Roadway and a Roadway & Peoria Municipal Utility Easement adjacent to Kiwanis Park located at 12687 N. 78th Drive.

Background/Summary:

As part of the City's Community Works program, pedestrian and traffic safety improvements have been constructed for the elementary school at 78th Drive and Sweetwater Avenue. These safety improvements extended south from the elementary school into Kiwanis Park. The City has been identifying locations lacking dedicated rights-of-way, Kiwanis Park is among the sites that did not dedicate right-of-way when it was originally developed.

Previous Actions:

As part of the Community Works program, this roadway and utility corridor were identified as being outside of a dedicated public right-of-way.

Options:

- A:** City Council authorizes the execution and recordation of the Dedication of Public Roadway and Roadway & Peoria Municipal Utility Easement.
- B:** City Council chooses not to authorize the Dedication of Public Roadway and Roadway & Peoria Municipal Utility Easement resulting in no public record of the existence or location of existing roadway and utility improvements.

Staff's Recommendation:

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the dedication documents.

Fiscal Analysis:

There is no fiscal impact to the City associated with granting the easement and dedicating right-of-way.

Narrative:

Recordation of the Dedication of Public Roadway and Roadway & Peoria Municipal Utility Easement will provide a public record of the existence and location of the existing right-of-way and utilities.

Exhibit(s):

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Exhibit 3: Resolution

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



NOT TO SCALE

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



Kiwanis Park
78th Drive, South of Sweetwater Ave

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



VICINITY MAP



NOT TO SCALE

SWEETWATER AVE

78TH DR



LEGEND



Right-of-Way



Roadway & Utility Easement

City of Peoria
Kiwanis Park
78th Drive,
South of Sweetwater Ave
Location Map



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

RESOLUTION NO. 2011-111

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A DEDICATION OF PUBLIC ROADWAY AND A ROADWAY & PEORIA MUNICIPAL UTILITY EASEMENT TO THE PUBLIC RELATED TO KIWANIS PARK AT 12687 N. 78TH DRIVE.

WHEREAS, the City of Peoria has improved traffic safety along Kiwanis Park which requires the dedication of land rights for roadway and utilities.

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

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of this Dedication of Public Roadway and Roadway & Peoria Municipal Utility Easement and authorize the City Manager to execute the documents; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Dedication of Public Roadway and Roadway & Peoria Municipal Utility Easement to the public, and authorize the City Manager to execute the documents.

Resolution No. 2011-111
Kiwanis Park Dedications
November 1, 2011
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 1st day of November, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachments:

1. Dedication of Public Roadway
2. Roadway & Peoria Municipal Utility Easement

When Recorded/Executed Mail to:

City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

DEDICATION OF PUBLIC ROADWAY

City of Peoria, an Arizona municipal corporation, Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby dedicate to the public in Maricopa County, Arizona, the following described property:

(See attached description, Exhibit A)

for public roadway and City of Peoria utilities or other utilities as expressly authorized by the City of Peoria.

The Grantor hereby covenants that it is lawfully seized and possessed on this aforementioned tract or parcel of land; that it has a good and lawful right to dedicate it.

EXHIBIT "A"
LEGAL DESCRIPTION
KIWANIS PARK RIGHT OF WAY

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN DEED DOCKET 19830105988, RECORDED MARCH 24, 1983, MARICOPA COUNTY RECORDS, SITUATED IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF "WINDROSE DRIVE" AND "78TH DRIVE" AS SHOWN BY THAT CERTAIN FINAL MAP ENTITLED "WINDMILL", ON FILE IN BOOK 251 PLATS, PAGE 08, OFFICIAL RECORDS MARICOPA COUNTY, ARIZONA; THENCE ALONG THE CENTERLINE OF SAID "78TH DRIVE", SOUTH 00°53'33" WEST, 213.51 FEET THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID CENTERLINE, SOUTH 89°49'36" EAST, 43.00 FEET;

THENCE SOUTH 00°53'33" WEST, 289.02 FEET;

THENCE NORTH 89°49'36" WEST, 43.00 FEET TO THE CENTERLINE OF SAID AND "78TH DRIVE";

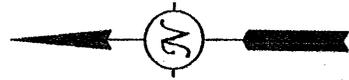
THENCE ALONG THE CENTERLINE OF SAID AND "78TH DRIVE", NORTH 00°53'33" EAST, 289.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A GROSS AREA OF ±12,427 SQUARE FEET OR ±0.29 ACRES, MORE OR LESS.

TEX J. BROOKS
ARIZONA REGISTERED LAND SURVEYOR
ARIZONA CERTIFICATE NO. 49231

CARDNO WRG
9977 NORTH 90TH STREET
SCOTTSDALE, ARIZONA PH: (602) 977-8000

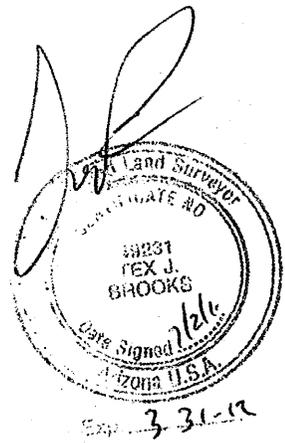




FD BC HH
SE COR, SEC 14
T3N, R1E, G&SRM

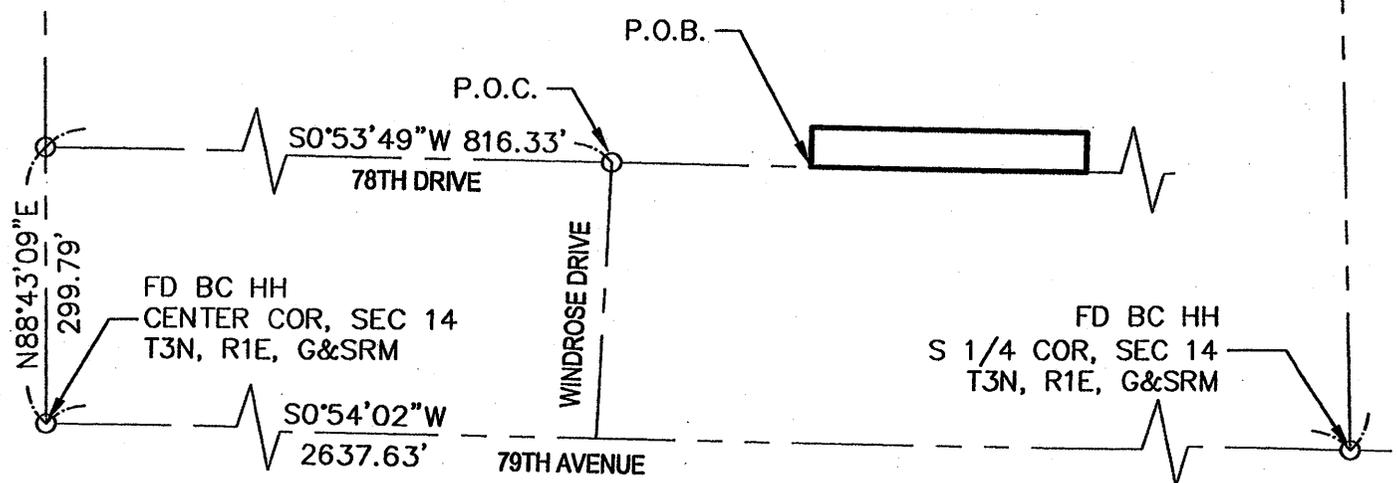
SWEETWATER AVENUE

CACTUS ROAD



KIAWANIS PARK

2672.53'
S88°39'26"W



When recorded, return to:

City of Peoria
Office of the City Clerk
8401 West Monroe Street
Peoria, AZ 85345

ROADWAY AND PEORIA MUNICIPAL UTILITY EASEMENT

City of Peoria, an Arizona municipal corporation, ("GRANTOR"), for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the public, in Maricopa County, Arizona, its successors, and assigns, a permanent, perpetual and exclusive roadway and utilities easement for the following purposes, namely: The right to access and enter upon, over, across, and under the surface, for access, construction, maintenance, operation and replacement of roadway and utilities on the following described real property situated in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE INCORPORATED HEREIN

To have and to hold the said easement unto the City of Peoria, and unto its successors and assigns forever, together with the right (at the City of Peoria's discretion) to allow other utilities to utilize such easement.

Grantor hereby covenants that it has lawfully seized and possessed the aforementioned tract or parcel of land; that it has good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement includes the right to cut back and trim such portion of the branches and tops of trees now growing or that may hereafter grow upon the above described premises, as may extend over said easement, so as to prevent the same from interfering with the efficient use of the easement.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantor, their heirs or assigns.

The City of Peoria shall not be responsible for replacing any landscaping or any improvement placed in the easement by grantor or its successors or assigns.

This easement shall run with the land and shall be binding upon Grantor and their heirs, successors and assigns.

Dated this _____ day of _____, 2011

GRANTOR: 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

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that they executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION
KIWANIS PARK EASEMENT

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN DEED DOCKET 19830105988, RECORDED MARCH 24, 1983, MARICOPA COUNTY RECORDS, SITUATED IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE CONTINUING, SOUTH 89°49'36" EAST, 20.00 FEET;

THENCE SOUTH 00°53'33" WEST, 289.02 FEET;

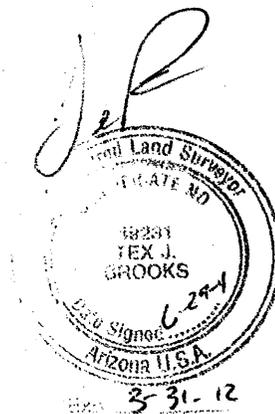
THENCE NORTH 89°49'36" WEST, 20.00 FEET;

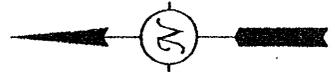
THENCE NORTH 00°53'33" EAST, 289.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A GROSS AREA OF ±5,780 SQUARE FEET OR ±0.13 ACRES, MORE OR LESS.

TEX J. BROOKS
ARIZONA REGISTERED LAND SURVEYOR
ARIZONA CERTIFICATE NO. 49231

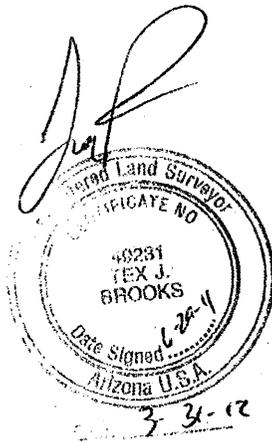
CARDNO WRG
9977 NORTH 90TH STREET
SCOTTSDALE, ARIZONA PH: (602) 977-8000





FD BC HH
SE COR, SEC 14
T3N, R1E, G&SRM

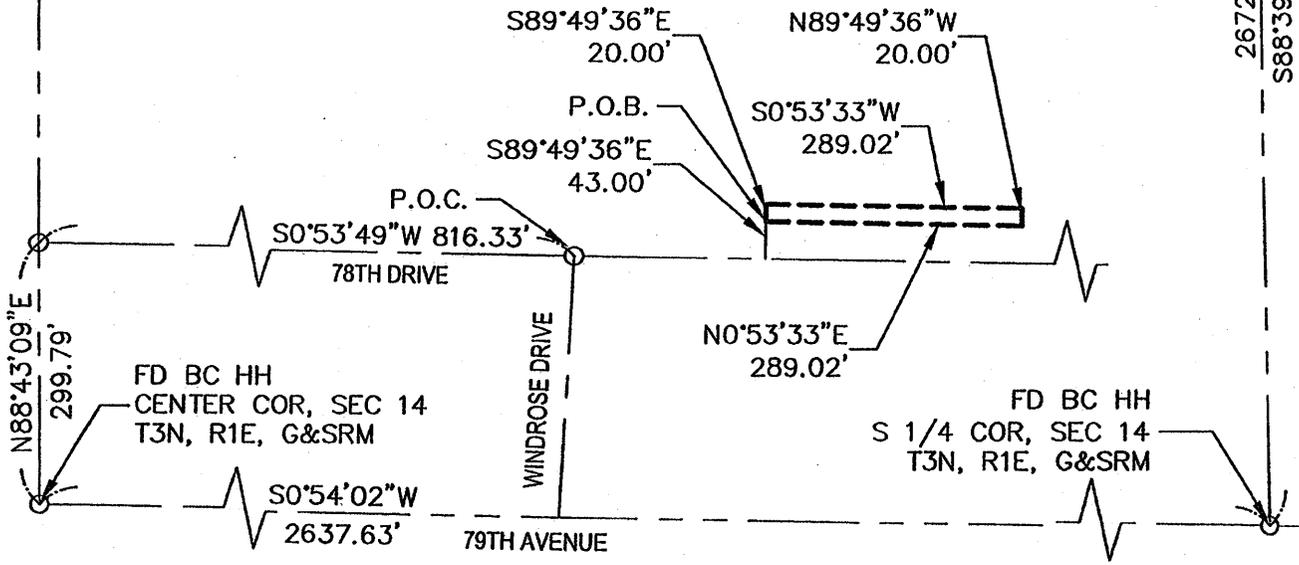
SWEETWATER AVENUE



KIAWANIS
PARK

CACTUS ROAD

2672.53'
S88°39'26"W



FD BC HH
CENTER COR, SEC 14
T3N, R1E, G&SRM

FD BC HH
S 1/4 COR, SEC 14
T3N, R1E, G&SRM



PHOENIX
9977 N 90TH ST, STE 350, SCOTTSDALE, AZ 85258
TEL: (602) 977-8000 FAX: (602) 977-8099
WWW.CARDNOWRG.COM
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

ROADWAY AND UTILITY EASEMENT LEGAL DESCRIPTION

CITY OF PEORIA
PEORIA, ARIZONA

PROJECT NO. 4109526000
DATE: 06/29/2011
BY: LHT
SCALE: 1"=200'
SHEET NO. 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: September 14, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Designate Roadways, Establish Rights-of-Way, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally incorporate them into the system.

Background/Summary:

The City of Peoria has, by separate Resolution, accepted each right-of-way to be designated as a public street. The attached Resolution lists each document that conveyed the property rights to be designated as public rights-of-way. The description found in the attached Resolution lists each document by recording number and provides information related to each. The individual description also identifies the type of roadway and type of improvement for each parcel.

Previous Actions:

This is an ongoing process that occurs after real property has been accepted into our system.

Options:

A: Approve the adoption of the Resolution designating various Real Property to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the city as a Public Street.

B: City Council denies the formal designation of various Real Property into our system. The result would be that the Public Rights-of-Way would not be maintained by the City as a Public Street.

Staff's Recommendation:

Staff recommends the adoption of a Resolution designating various Real Properties to be used as City roadways and maintained by the City.

Fiscal Analysis:

There is no significant fiscal impact to the City.

Narrative:

The adoption of the Resolution by City Council would bring the Real Property interests into our maintenance system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

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

RESOLUTION NO. 2011-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City;

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and

WHEREAS, the Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system.

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

SECTION 1. Recommendation of Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

Resolution No. 2011-110
Authorizing Establishment of Public Streets
November 1, 2011
Page 2

75th & Thunderbird Intersection Widening Project
World Gospel Mission
WARRANTY DEED
Major Arterial
Maricopa County Recording No. 2011-0705380
(EN00089)

East side of 75th Avenue/North of
Thunderbird Road

SRP Irrigation Facility Relocation
Bureau of Reclamation
QUIT CLAIM DEED
Major Arterial
Maricopa County Recording No. 2011-0395143

South side of Peoria Avenue
between 91st & 95th Avenues

Community Works/Clean-up
Peoria Unified School District No. 11
SPECIAL WARRANTY DEED
Local (78th Drive) & Collector (Sweetwater)
Maricopa County Recording No. 2011-0687903
(APN #200-78-005A)

78th Drive & Sweetwater Ave

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Local
Maricopa County Recording No. 2011-0687909
(APN #200-78-005A)

78th Drive s/of Sweetwater Ave

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Local
Maricopa County Recordation No. 2011-0687907
(APN #200-18-673)

Deanna Drive, between 81st Ave
and 81st Lane

Resolution No. 2011-110
Authorizing Establishment of Public Streets
November 1, 2011
Page 3

Community Works/Clean-up
Peoria Unified School District No. 11
SPECIAL WARRANTY DEED
Collector
Maricopa County Recording No. 2011-0687900
(APN #142-01-001C)

79th Avenue & Cholla Street

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Collector
Maricopa County Recording No. 2011-0687905
(APN #142-01-001C)

Cholla Street east of 79th Ave

Community Works/Clean-up
Peoria Unified School District No. 11
SPECIAL WARRANTY DEED
Collector
Maricopa County Recording No. 2011-0687902
(APN #142-34-002M)

85th Avenue & Butler Drive

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Collector
Maricopa County Recording No. 2011-0687906
(APN #142-34-002M)

85th Avenue north of Butler Dr

Community Works/Clean-up
Peoria Unified School District No. 11
ROADWAY AND PEORIA MUNICIPAL UTILITY
EASEMENT
Collector
Maricopa County Recording No. 2011-0687908
(APN #142-34-002M)

Butler Drive west of 85th Avenue

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

(b) That the City Attorney or his designees shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

(c) That this Resolution shall become effective sixty-days after enactment by the City Council.

SECTION 5. Recording Authorized

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Peoria, Arizona this 1st day of November 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: September 21, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Peoria Regional Medical Center, Lake Pleasant Parkway and Yearling Road (Project No. R110015)

Purpose:

This is a request for City Council to approve a Final Plat of Peoria Regional Medical Center, located on Lake Pleasant Parkway and Yearling Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
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 subdivision for commercial use. This development is within the City's water\sewer service area. This final plat creates a total of three new lots. All necessary right-of-way and easements are being dedicated with this Final Plat.

Previous Actions:

The site plan was reviewed by the City and approved in September 2009.

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

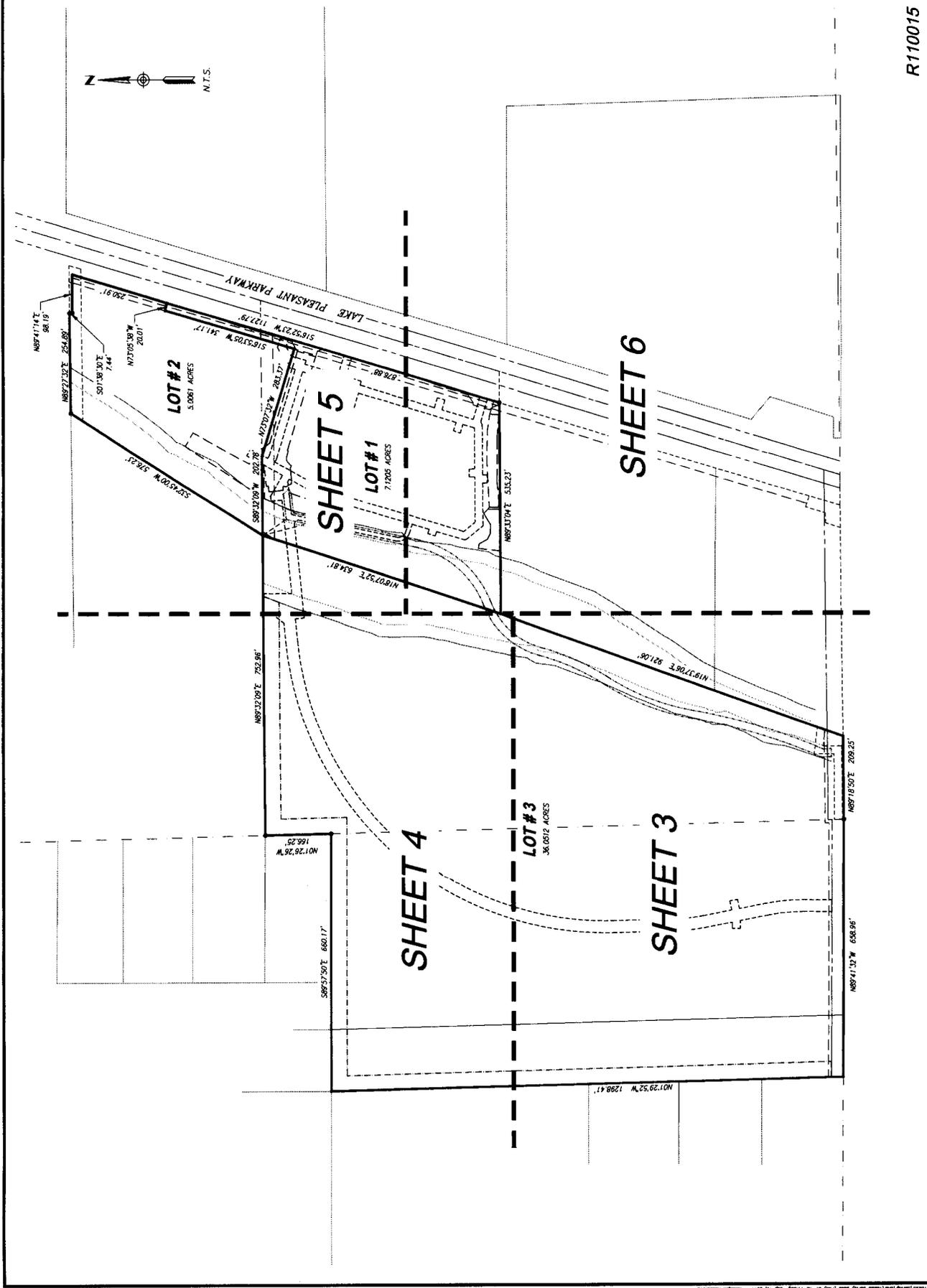
R110015

Project No.	10220
Date	08/19/11
Project Manager	AMON MOHLERKO
Project Eng.	



PEORIA REGIONAL MEDICAL CENTER
FINAL PLAT
City of Peoria, Maricopa County, Arizona

HUBBARD ENGINEERING
1840 S. Skyway Dr.
Suite 101
Peoria, AZ 85603
PH: 623.232.1213
WWW.HUBBARDENGINEERING.COM



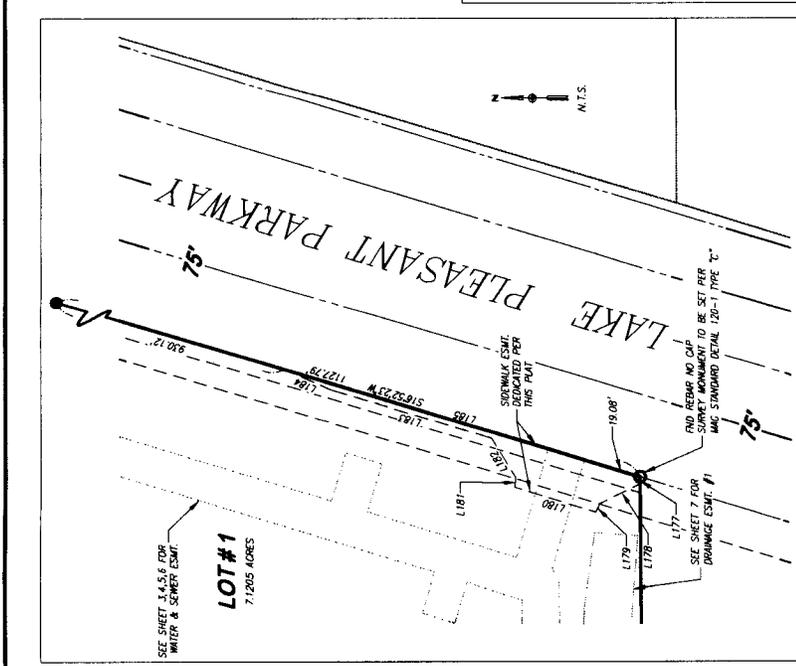


EXHIBIT "B"

LEGEND

- SECTION LINE
- ADJACENT PROPERTY LINE
- PROPERTY LINE / PLAT BOUNDARY
- EASEMENT LINE AS NOTED
- RIGHT-OF-WAY LINE
- EXISTING MONUMENT AS NOTED
- SURVEY MONUMENT TO BE SET PER MAG STANDARD DETAIL 120-1 TYPE "C"
- FOUND BENCH
- FOUND CAP FLUSH
- BRASS CAP IN HANDSICLE
- GENERAL LAND OFFICE
- ALUMINUM CAP
- EASEMENT
- EXISTING
- MARKICOPA COUNTY RECORDER
- ASSESSORS PARCEL NUMBER
- RIGHT OF WAY
- REGISTERED LAND SURVEYOR
- BOOK
- PAGE
- DOC.

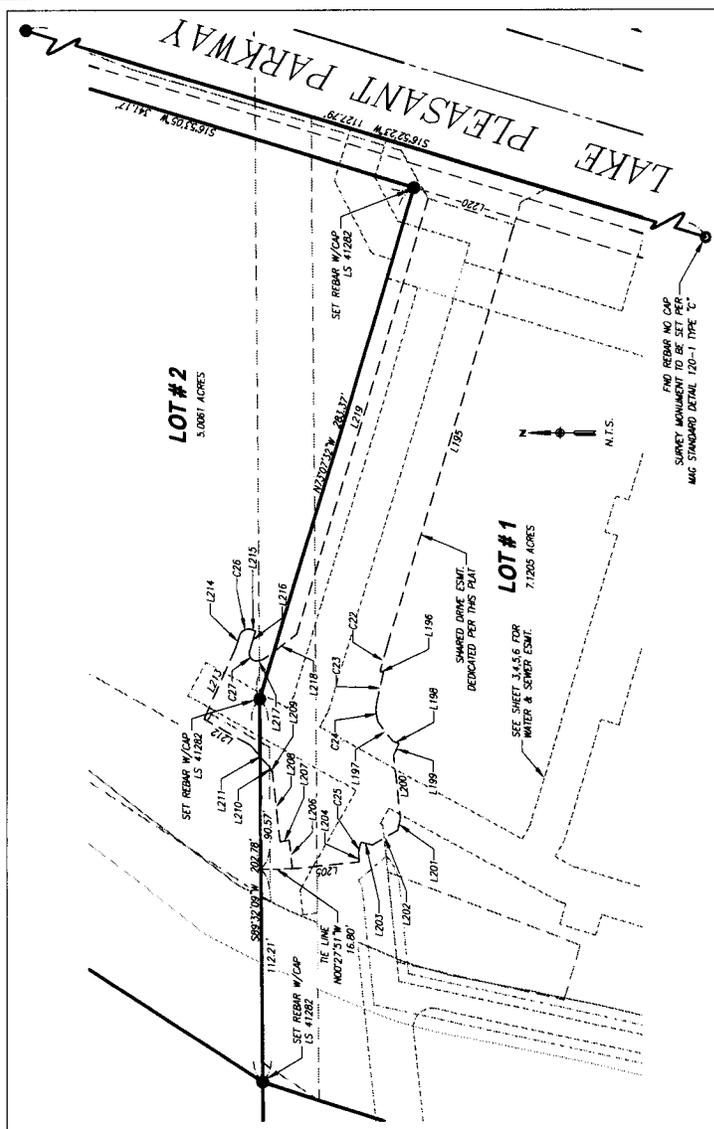
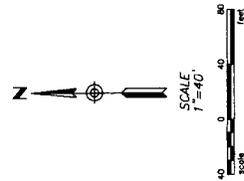
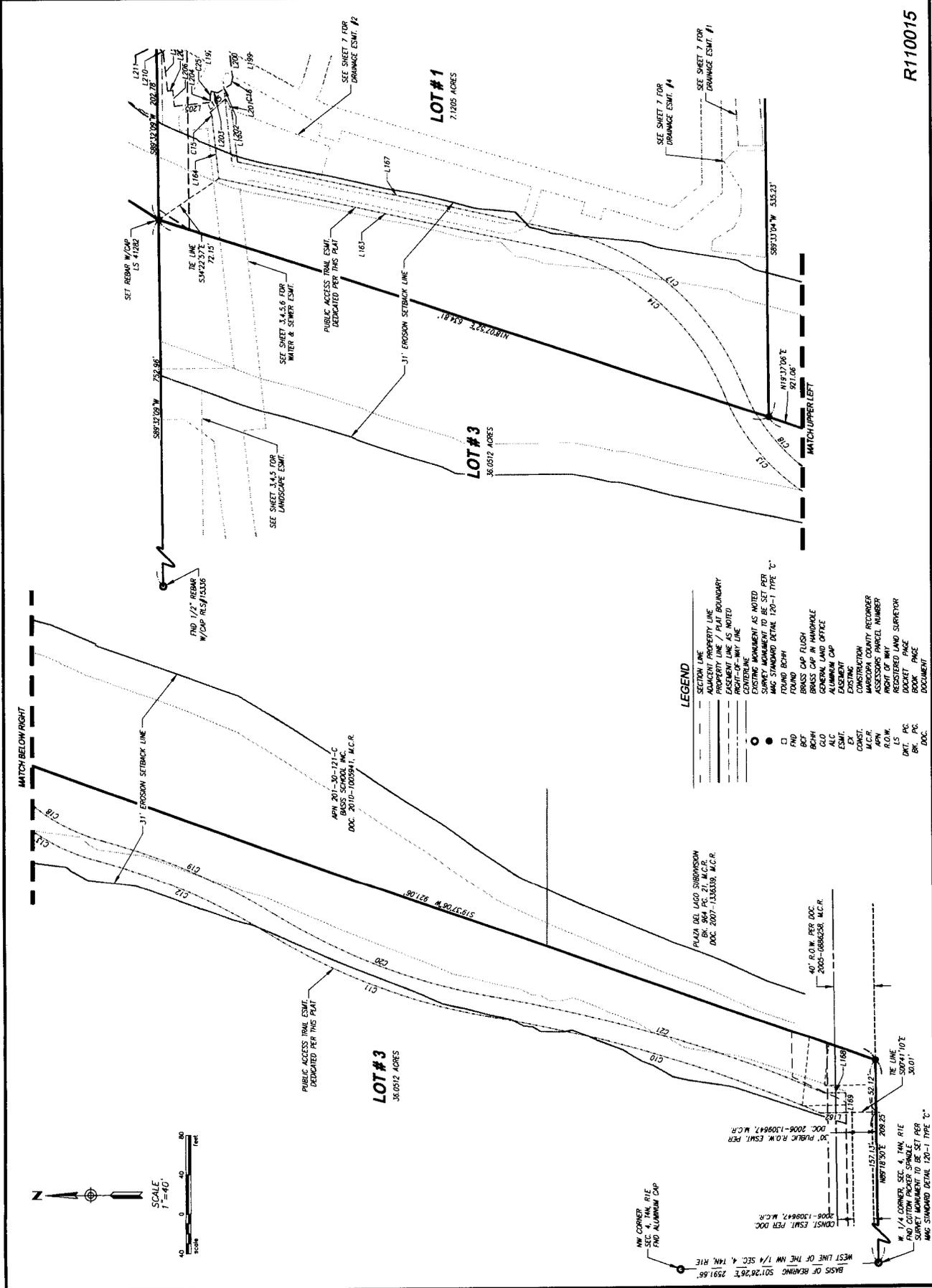


EXHIBIT "C"



LEGEND

---	SECTION LINE
---	ADJACENT PROPERTY LINE
---	PROPERTY LINE / LOT BOUNDARY
---	PROPERTY LINE (AS NOTED)
---	FRONT-OF-WAY LINE
---	COVERLINE
---	EXISTING MONUMENT AS NOTED
○	MONUMENT TO BE SET PER MAG STANDARD DETAIL E02-1 TYPE "C"
○	FOUND BOHH
□	FOUND BOHH
□	BRASS CAP FLUSH
□	BRASS CAP IN HANDHOLE
□	GENERAL LAND OFFICE
□	EASEMENT CAP
□	EXISTING
□	CONST.
□	M.C.R.
□	R.O.W.
□	R.O.W.
□	REGISTERED LAND SURVEYOR
□	DOCKET PAGE
□	BOOK
□	DOC.

PLAT 100, LAGO SUPERSON
 BK 98A, PG. 31, M.C.R.
 DOC. 2007-1336339, M.C.R.

40' R.O.W. PER DOC
 2002-0886208, M.C.R.

30' PUBLIC R.O.W. ESMIT, PER
 DOC. 2008-1309642, M.C.R.

CONST. ESMIT, PER DOC
 2008-1309642, M.C.R.

W. 1/4 CORNER SEC. 4, T4N, R1E
 FOUND COTTON PACKED SPINDLE
 SURVEY MONUMENT TO BE SET PER "C"
 MAG STANDARD DETAIL T20-1

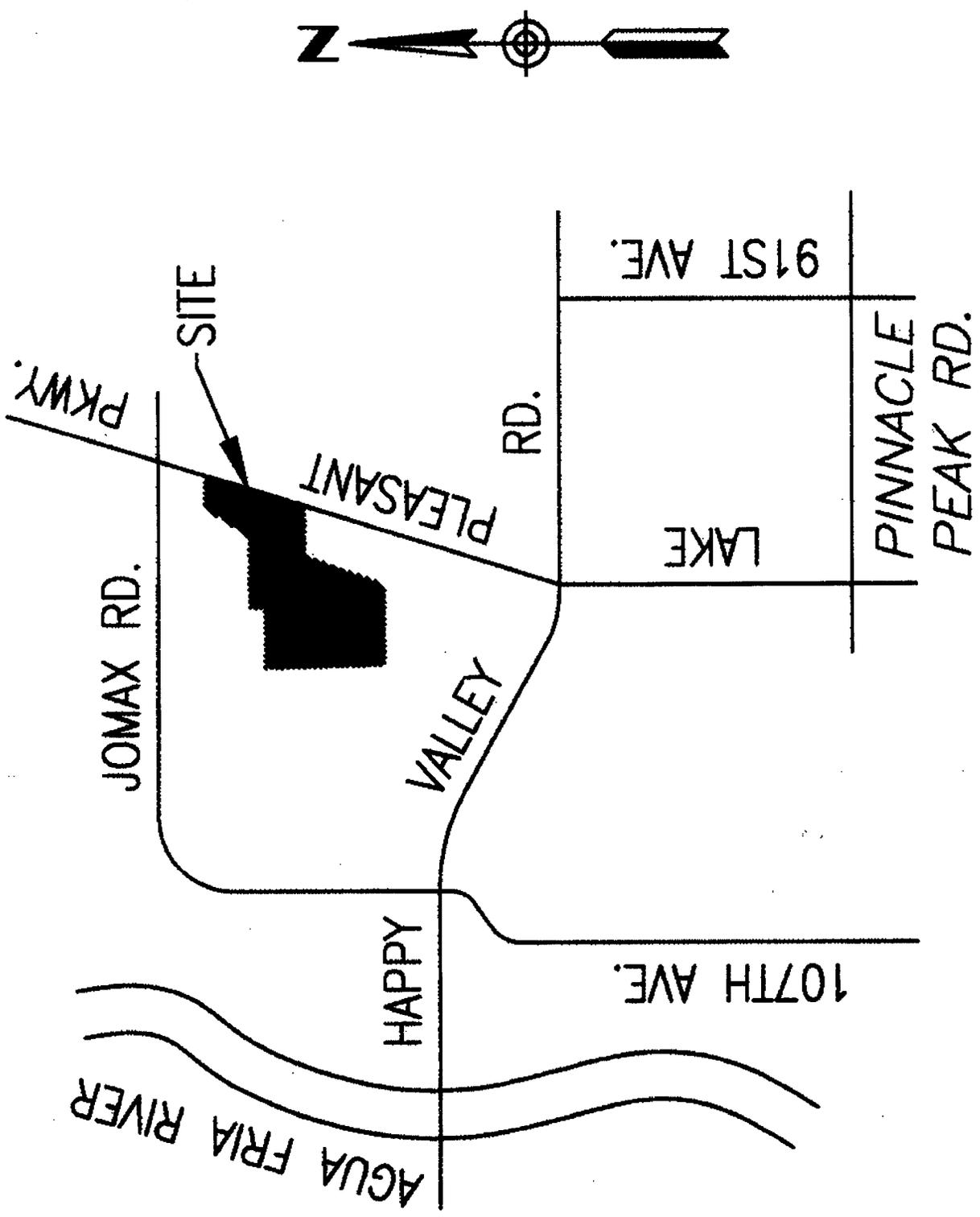
W. 1/4 CORNER SEC. 4, T4N, R1E
 FOUND COTTON PACKED SPINDLE
 SURVEY MONUMENT TO BE SET PER "C"
 MAG STANDARD DETAIL T20-1

30' PUBLIC R.O.W. ESMIT, PER
 DOC. 2008-1309642, M.C.R.

CONST. ESMIT, PER DOC
 2008-1309642, M.C.R.

W. 1/4 CORNER SEC. 4, T4N, R1E
 FOUND COTTON PACKED SPINDLE
 SURVEY MONUMENT TO BE SET PER "C"
 MAG STANDARD DETAIL T20-1

9/19/2011 10:00 AM (Rev) 20-11-11-Ang Sep 19 2011 - 12:00pm Hubbard



VICINITY MAP

N.T.S.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: September 13, 2011

Council Meeting Date: November 1, 2011

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Replat, Mack Arrowhead-Replat Lot 1B1, Thunderbird Road and Rio Vista Blvd
(Project No. R110039)

Purpose:

This is a request for City Council to approve a Replat of Mack Arrowhead-Replat Lot 1B1, located on Rio Vista Blvd north of Thunderbird Road, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to divide one commercial lot into two distinct parcels. Shell buildings are existing on both proposed lots; no new land uses are being proposed. However, it should be noted that a series of re-plats have previously occurred within the Mack Arrowhead Development. This was the result of various tenants and their desire to own or lease buildings. The developer has made changes based on the desires of the future tenants/owners. This development is within the City's water\sewer service area.

Previous Actions:

The final plat was first approved by the City and recorded in April 2007. When this original Final plat was recorded, specific tenant(s) had not been established. As a result, when tenants/owners required changes to the overall parcel layout to meet their needs, various re-plats were necessary. Over a two year period, the plat was amended and re-recorded in September 2007 and then in November, 2007, Lot 1 was replatted. The following year, Lot 1B

was replatted and recorded in September 2008. A Master Plat consolidating all of the replats was approved by the City and recorded in June 2009.

Options:

A: The Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Replat; although it should be noted that not approving the Replat may hinder the Developer from marketing to potential tenants and owners.

B: The other option would be to formally approve the Replat and facilitate the marketability of these parcels.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Replat.

Narrative:

The acceptance of this Replat by City Council will allow the developer to move forward in dividing this parcel into two distinct lots, to assist in marketing the site.

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

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

MACK ARROWHEAD-REPLAT LOT 1B1

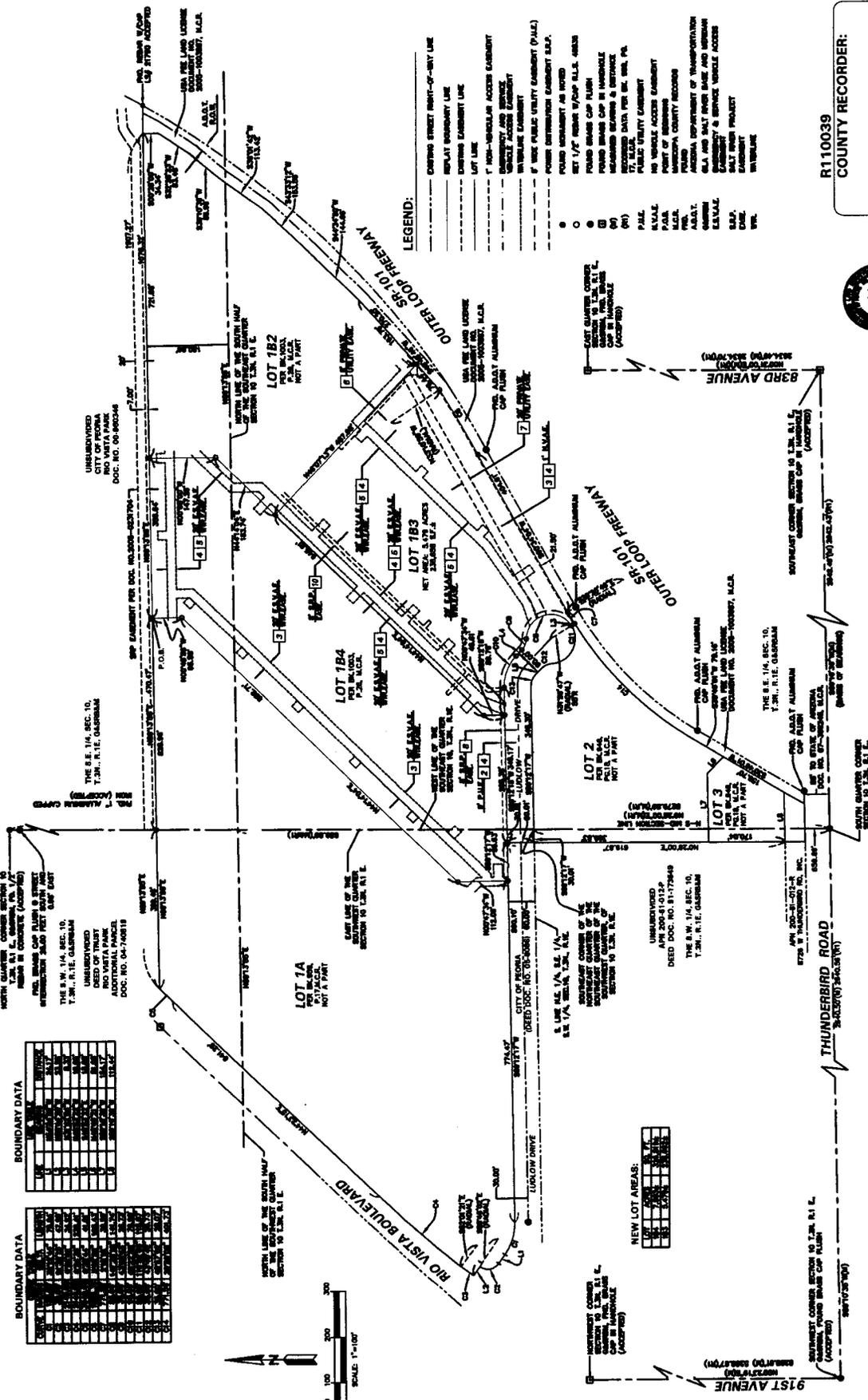
AMENDED REPLAT OF LOT 1B1, AS RECORDED IN BOOK 1003 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERRIMAN, MARICOPA COUNTY, ARIZONA.

NO.	DATE	REVISION
1	9/23/11	ISSUE CIVIL ENGINEER'S PLAN
2		

HUNTER ENGINEERING
 CIVIL AND SURVEY
 10405 N. 19TH ST.
 SCOTTSDALE, AZ 85257
 PHONE: 480-991-8888
 FAX: 480-991-8899

MACK ARROWHEAD-REPLAT LOT 1B1
 ASSUMED PART OF LOT 1B1 IS A PORTION OF THE SOUTHWEST AND SOUTHWEST QUARTERS OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERRIMAN, MARICOPA COUNTY, ARIZONA.

SECTION 10 TOWNSHIP 3 NORTH RANGE 1 EAST
JOB NO.: MAC003-REP
SCALE: 1"=100'
SHEET: 3 OF 3



BOUNDARY DATA

LINE	LENGTH	BEARING	AREA
1	157.0	N 0° 00' 00" E	157.0
2	157.0	N 0° 00' 00" E	157.0
3	157.0	N 0° 00' 00" E	157.0
4	157.0	N 0° 00' 00" E	157.0
5	157.0	N 0° 00' 00" E	157.0
6	157.0	N 0° 00' 00" E	157.0
7	157.0	N 0° 00' 00" E	157.0
8	157.0	N 0° 00' 00" E	157.0
9	157.0	N 0° 00' 00" E	157.0
10	157.0	N 0° 00' 00" E	157.0
11	157.0	N 0° 00' 00" E	157.0
12	157.0	N 0° 00' 00" E	157.0
13	157.0	N 0° 00' 00" E	157.0
14	157.0	N 0° 00' 00" E	157.0
15	157.0	N 0° 00' 00" E	157.0
16	157.0	N 0° 00' 00" E	157.0
17	157.0	N 0° 00' 00" E	157.0
18	157.0	N 0° 00' 00" E	157.0
19	157.0	N 0° 00' 00" E	157.0
20	157.0	N 0° 00' 00" E	157.0

BOUNDARY DATA

LINE	LENGTH	BEARING	AREA
1	157.0	N 0° 00' 00" E	157.0
2	157.0	N 0° 00' 00" E	157.0
3	157.0	N 0° 00' 00" E	157.0
4	157.0	N 0° 00' 00" E	157.0
5	157.0	N 0° 00' 00" E	157.0
6	157.0	N 0° 00' 00" E	157.0
7	157.0	N 0° 00' 00" E	157.0
8	157.0	N 0° 00' 00" E	157.0
9	157.0	N 0° 00' 00" E	157.0
10	157.0	N 0° 00' 00" E	157.0
11	157.0	N 0° 00' 00" E	157.0
12	157.0	N 0° 00' 00" E	157.0
13	157.0	N 0° 00' 00" E	157.0
14	157.0	N 0° 00' 00" E	157.0
15	157.0	N 0° 00' 00" E	157.0
16	157.0	N 0° 00' 00" E	157.0
17	157.0	N 0° 00' 00" E	157.0
18	157.0	N 0° 00' 00" E	157.0
19	157.0	N 0° 00' 00" E	157.0
20	157.0	N 0° 00' 00" E	157.0

- LEGEND:**
- CHURCH STREET RIGHT-OF-WAY LINE
 - REPLAT BOUNDARY LINE
 - EASEMENT BOUNDARY LINE
 - LOT LINE
 - 1" NON-VOLUNTARY ACCESS EASEMENT
 - EASEMENT AND SERVICE VEHICLE ACCESS EASEMENT
 - UTILILITY EASEMENT
 - 1" WIDE PUBLIC UTILITY EASEMENT (P.U.E.)
 - POWER INTERFERENCE EASEMENT (P.I.E.)
 - POWER EASEMENT AS NOTED
 - 1/2" WIDE W/OP B.L.S. AREA
 - POWER BOUND CAP FLUSH
 - POWER BOUND CAP IN HANDHOLE
 - MEASURED BOUNDARY & DISTANCE
 - REFERENCED DATA PER DE. 104, P.1.
 - PUBLIC UTILITY EASEMENT
 - NO VEHICLE ACCESS EASEMENT
 - PORT OF MARRIAGE
 - MARICOPA COUNTY RECORDER
 - MARICOPA COUNTY RECORDER
 - MARICOPA COUNTY RECORDER
 - GILBERT DEPARTMENT OF TRANSPORTATION
 - GILA AND SALT RIVER BASE AND MERRIMAN
 - EASEMENT & SERVICE VEHICLE ACCESS
 - EASEMENT PRODUCT
 - EASEMENT PRODUCT
 - EASEMENT PRODUCT
 - EASEMENT PRODUCT
 - EASEMENT PRODUCT

R110039
 COUNTY RECORDER:



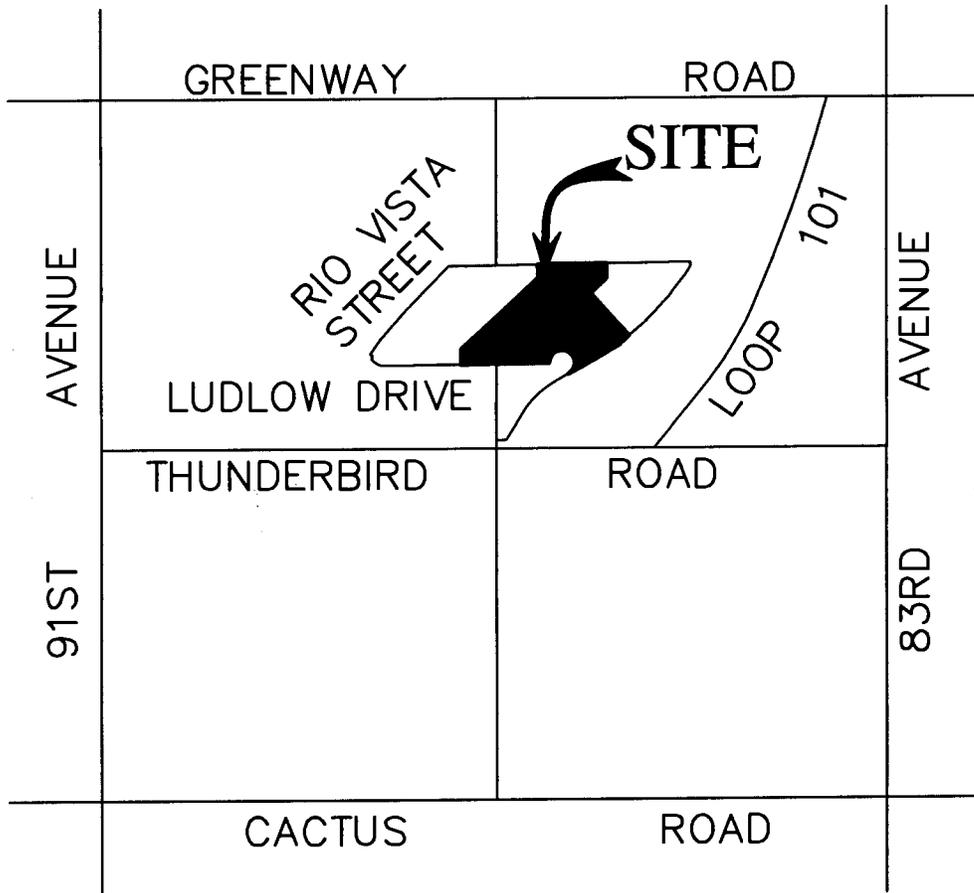
NEW LOT AREAS:

LOT	AREA	PERCENTAGE
1	1.57	100%
2	1.57	100%
3	1.57	100%
4	1.57	100%
5	1.57	100%
6	1.57	100%
7	1.57	100%
8	1.57	100%
9	1.57	100%
10	1.57	100%
11	1.57	100%
12	1.57	100%
13	1.57	100%
14	1.57	100%
15	1.57	100%
16	1.57	100%
17	1.57	100%
18	1.57	100%
19	1.57	100%
20	1.57	100%

INVESTMENT CORNER SECTION 10, T.3N., R.1E., S.1E. L. (ACCEPTED)

INVESTMENT CORNER SECTION 10, T.3N., R.1E., S.1E. L. (ACCEPTED)

MACK ARROWHEAD-REPLAT LOT 1B1 VICINITY MAP:



N.T.S.

HUNTER	
ENGINEERING	CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	
	PROJ.NO.MACK003-RP

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C

Date Prepared: October 19, 2011

Council Meeting Date: November 1, 2011

TO: Honorable Mayor and City Council

FROM: Wynette Reed, Human Resources Director

THROUGH: Susan Thorpe, Deputy City Manager and Carl Swenson, City Manager

SUBJECT: Request for Exemption from Requirement to Post Security for Self Insured Workers Compensation Claims

Purpose:

This is a request for City Council to review and approve certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer is exempt from the Industrial Commission of Arizona (ICA) requirement to post security for pending self-insurance claims.

Background/Summary:

The Industrial Commission of Arizona (ICA) requires that public entities are exempt from posting financial security for claims liability provided the governing body provides a statement to the Commission prior to January 1 of each year certifying the availability of adequate funds to pay for worker's compensation claims. By providing a certified statement, the City of Peoria will meet the requirements imposed by the Industrial Commission of Arizona as it relates to establishing a self-insured worker's compensation plan.

Previous Actions:

Previous requests for exemption were also processed on 7/1/09, 7/1/10.

Options: The Council may select the following options:

A: The Mayor and Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers Compensation self-insurer, requests the Industrial Commission of Arizona (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.

B: If this request is not approved and signed, the City will have to purchase a bond (cost of bond is unknown).

Staff's Recommendation:

The Mayor and Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers Compensation self-insurer, requests the Industrial Commission of Arizona (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.

Fiscal Analysis:

N/A

Narrative:

Once City Council approves the certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer is exempt from the Industrial Commission of Arizona (ICA) requirement to post security for pending self-insurance claims, and necessary signatures are obtained, these documents will be returned to the Human Resources Department and routed through the City Clerk. The final approved documents will be submitted to the Industrial Commission of Arizona (ICA).

Exhibit(s):

Exhibit 1: Request from exemption Communication and Certified Statement

Contact Name and Number: Bobbie Kimelton, Human Resources Manager.
Telephone number: 623-773-7624.

October 15, 2011

The Industrial Commission of Arizona
Administration Division
P.O. Box 19070
Phoenix, AZ 85005-9070



Re: Request for Exemption from Requirement to Post Security for the City of Peoria Self Insured Workers Compensation Claims

Pursuant to the approved revised rules dated April 04, 2005, Arizona Administrative Code section R20-5-1114 (A & B)(hereafter “R20-5-1114”), this letter constitutes a certified statement from the City of Peoria (City), a chartered Arizona municipality and duly qualified Arizona Workers Compensation self-insurer, requesting of the Industrial Commission of Arizona (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.

The City of Peoria, Arizona States:

- 1) The City has established a self insurance trust fund pursuant to A.R.S. § 11-981 (A-F) and A.A.C.R20-5-1114.
- 2) The risk management fund and/or workers compensation trust is sufficient to cover actuarial liabilities for workers compensation’ as determined by the self insurer in accordance with Government Accounting Standards Board Statement #10; and
- 3) The City provides funding to the Employee Benefit Trust/Workers Comp Trust each year sufficient to cover actuarial liabilities for workers compensation as determined by the self-insurer in accordance with Government Accounting Standards Board Statement #10.
- 4) Pursuant to items 1 and 2, the City meets the conditions required under subsection (A) of ICA rule R20-5-1114.
- 5) The City’s governing body, or designate, shall immediately notify the ICA and provide security as otherwise provided by this Article, if the governing body, or designate, learns that the risk management fund and/or workers’ compensation trust has insufficient funds to cover all workers compensation liabilities of the City.
- 6) The signatures below represent a majority of the governing body (City Council/Board) members.

Signed _____

Date _____

Signed _____

Date _____

Signed _____

Date _____

*The City of Peoria team members share a commitment to provide quality service for our community.
We are: Professional Ethical Open Responsive Innovative Accountable*



Signed _____

Date _____

Signed _____

Date _____

Signed _____

Date _____

Signed _____

Date _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

*The City of Peoria team members share a commitment to provide quality service for our community.
We are: Professional Ethical Open Responsive Innovative Accountable*

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: October 19, 2011

Council Meeting Date: November 1, 2011

TO: Mayor and Council

FROM: Carl Swenson, City Manager

SUBJECT: Council Confirmation of Planning and Community Development Director Appointment

Purpose:

Discussion and possible action to confirm the City Manager appointment of Christopher Jacques as the new Planning and Community Development Director for the Planning and Community Development Services Department, effective Tuesday, November 2, 2011.

Background/Summary:

Over the past six months Chris Jacques has successfully led the Planning and Community Development Department in an interim capacity.

Chris Jacques has over 19 years of diverse experience in the planning profession. From 1999 to present Chris has served as the Planning Manager for the City. Chris has also worked with the City of Lynnwood, WA as an associate planner and interned in the Community Development Departments of the cities of Fife and Lacey WA.

Chris has a Master's in Business Administration from Arizona State University, Tempe, AZ and a Bachelor's of Arts in Urban and Regional Planning from Western Washington University, Bellingham, WA. Chris also holds a LEED-Green Associate Leadership in Energy and Environmental Design Certification.

Previous Actions:

For the past six months, Chris Jacques was assigned as the interim Planning and Community Development Director and he has successfully led the Planning and Community Development Department.

Options:

A: Confirm the City Manager appointment of Christopher Jacques as the new Planning and Community Development Director for the Planning and Community Development Services Department, effective Tuesday, November 2, 2011.

B: Do not confirm Christopher Jacques as the new Planning and Community Development Director.

Staff's Recommendation:

It is recommended that the Mayor and Council confirm the appointment of Chris Jacques as Planning and Community Development Director.

Fiscal Analysis:

I recommend his starting salary to be \$129,000.

Narrative:

I have thoughtfully reviewed this position and concluded that it is a critical position to provide leadership and management within the Planning and Community Development Department. The functions of this position are central to the delivery of our core services.

Exhibit 1: Chris Jacques' resume

Contact Name and Number: Lyman Locket, HR Manager
623-773-7104

Chris M. Jacques

Contact

Career Profile

A highly-motivated, results-oriented professional offering over 19 years of diverse and increasingly responsible experience in current and strategic planning. Possesses strong leadership and project management capabilities supported by excellent technical, communication and customer service skills. Resourceful problem-solver with a broad range of experience.

Work Experience

City of Peoria, AZ

2008 to 2011

Acting Planning Director (April-, 2011), *Planning Manager (2008-2011)*

Responsible for preparing and administering a \$2.1 million budget and directing Department activities in support of City Council goals and expectations. The Department currently includes 14 professionals organized into two Divisions – Neighborhoods & Revitalization and Community Development. The Department is responsible for implementing and coordinating a broad agenda including the administration of federal (CDBG/HOME) and neighborhood grants, Neighborhood Pride events, homebuyer and foreclosure assistance, historic preservation, sustainability, strategic planning and growth policy (including master infrastructure/open space), development review and compliance with legislative mandates. Responsible for prioritizing Department functions; and oversight of staff development and training; and facilitating the resolution of development issues through consultation with elected officials, management and development interests. Functions as Zoning Administrator through formal written interpretations; Represents the Department at neighborhood meetings, developer forums, external agency contact and other associations. Serves as staff liaison to several Boards and Commission and internal functional/technical committees; Tenure highlights include:

- ✓ 2010 voter-ratified General Plan received broad support as evidenced by nearly 70% passage rate
- ✓ City received "Best Master Plan" award by the American Planning Association for the 2009 Old Town Peoria Revitalization Plan.
- ✓ Adopted new regulations governing medical marijuana dispensaries and cultivation facilities in response to Proposition 203 ("Arizona Medical Marijuana Act").
- ✓ Adopted new extensive civic engagement requirements for land use cases.
- ✓ In the 2010 Peoria Survey (National Citizen Survey™), nearly 70% of respondents were pleased with the quality of new development and rated land use and planning services above the national benchmark.
- ✓ Department received and is administering \$1.3 million NSP3 award in support of neighborhood stabilization activities by reducing the inventory of foreclosed homes in targeted areas.
- ✓ Department continues to remain in "good standing" with HUD oversight of program activities.
- ✓ Department has successfully transitioned Section 8 vouchers to the Maricopa County Housing Authority.
- ✓ Half of Department has attained LEED – Green Associates certification.

City of Peoria, AZ

1999 to 2008

Principal Planner (2006-2008), *Sr. Planner (2002-2006), Planner (1999-2002)*

As Principal Planner, provided direct supervision to Division staff and front counter activities including the completion of annual performance reviews, staff training, conflict resolution and other mentoring functions; Managed consultant contracts and provided oversight in the completion of special studies; Responsible for the management, recommendation and presentation of a diverse land use and permitting caseload including General Plan Amendments, Rezones, CUP's, Site Plan & Design Review, Subdivisions, Annexations, Hillside Appeals, Variances and Zoning Code Amendments for a fast-growing community. Highlights include:

- ✓ Project Manager for voter-approved 2001 City of Peoria General Plan
- ✓ Project Manager for adopted Sports Complex Urban Design Plan (2010)
- ✓ Project Manager for adopted Peoria Design Review Principles and Guidelines (2008)
- ✓ Project Manager for several large developments and master-planned communities including Lake Pleasant Towne Center, Lake Pleasant Pavilions, Park West, Peoria Regional Medical Center, Saddleback Heights PCD, Lake Pleasant Heights PCD and Vistancia PCD (named 2007 "Best Master Planned Community," *National Association of Homebuilders*)

City of Lynnwood, WA

1993 – 1999

Associate Planner (1995-1999), *Planning Technician* (1993-1995)

Responsible for the review, management and presentation of a diverse land use caseload including Rezones, CUP's, Variances, Binding Site Plans, Zoning Ordinance Amendments, Subdivisions and Short Plats; Presented recommendation to City Council, Planning Commission, Board of Adjustment, Historical Commission and SEPA Environmental Review Committee; Served as staff liaison to the City's Historical Commission; Assisted in the development and amendment (annual) of the City's GMA Comprehensive Plan; Provided daily oral and written assistance to customer inquiries; and assisted in code enforcement activities.

City of Fife, WA

1993 Internship

Community Development Department

Completed an internship (May-Sept, 1993) with primary focus providing assistance in the completion of the City's GMA Comprehensive Plan; Researched, compiled and analyzed U.S. Census and other types of data in the formulation of the goals, objectives and policies for inclusion into the land use, transportation, open space and housing elements; The experience was highlighted by the opportunity to develop the Draft Housing Element and present findings to a citizen task force.

City of Lacey, WA

1991 Internship

Community Development Department

Completed an internship offering opportunities to assist the planning staff in Annexations, Site Plan Review and Code Enforcement; Responded to citizen inquiries at the development counter, over the phone and through mail; Gathered and evaluated various types of data in support of the City's preparation of the GMA Comprehensive Plan.

Education

2004 Masters in Business Administration (M.B.A.)
Arizona State University, Tempe, AZ

1992 Bachelor of Art in Urban and Regional Planning
Western Washington University, Bellingham, WA

Certifications

- ✦ A.I.C.P. American Institute of Certified Planners (1997)
- ✦ LEED – Green Associate Leadership in Energy and Environmental Design (2011)

Specialized Training

- ✦ CPTED (24 hours) National Institute of Crime Prevention (2005)
Crime Prevention through Environmental Design

Affiliations

- ✦ American Planning Association, Arizona Chapter
- ✦ Urban Land Institute
- ✦ U.S. Green Building Council



City Council Calendar

Color Key:
City Council

< October	November 2011					December >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1  Regular City Council Meeting  Special Meeting and Study Session	2 City Council Subcommittee on Sustainable Development	3	4	5
6	7  City Council Subcommittee on Policy & Appointments  Public Safety Council Subcommittee Meeting	8	9	10	11	12
13	14 City Council Subcommittee on Community Culture City Council Subcommittee on General Government	15  Regular City Council Meeting  Special Meeting and Study Session	16	17 City Council Subcommittee on Public Services	18	19
20	21	22	23	24	25	26
27	28	29	30			



City Council Calendar

Color Key:
City Council

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

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

RCM: #2a

Date Prepared: October 24, 2011

Council Meeting Date: November 1, 2011

TO: Honorable Mayor and Council

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

THROUGH: Carl Swenson, City Manager

SUBJECT: Community Policing Initiative Update

Summary:

In April of 2011, the Police Department implemented a new Community Policing Initiative in order to become more effective in identifying and addressing crime, and to promote a more proactive and positive partnership with the community.

The Department developed three core goals:

- Reduce crime and the fear of crime
- To partner with the community to identify and solve problems
- To operate the Department with maximum efficiency.

The Department also implemented a three "P" concept:

1. **PREVENTION.** Actively seeks to identify strategies to prevent crime, traffic, and quality of life problems within each patrol district. Examples include activity that significantly exceeds the shift and/or district average in the areas of traffic stops, suspicious person's stops, business checks and arrests.
2. **PARTNERSHIPS.** Displays resourcefulness in impacting problems related to crime, traffic, and quality of life. Examples include partnering to develop external resources both within and outside law enforcement, innovative community-based solutions to problems, and recognizing community stakeholders as part of the solution.
3. **PERFORMANCE.** Effectively monitors and reduces crime, traffic, and quality of life issues within each district. Examples include preparing for the workday by reviewing incoming communications, Crime Mapping, crime bulletins, and intelligence data. This performance also includes activity that significantly exceeds the shift and/or district average in the areas of traffic stops, suspicious person's stops, business checks and arrests.

Contact Name and Number: Roy W. Minter Jr., (623) 773-7059

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

RCM: #3a

Date Prepared: October 21, 2011

Council Meeting Date: November 1, 2011

TO: Honorable Mayor and Council
FROM: Claudia Luján, Assistant to the City Manager
THROUGH: Carl Swenson, City Manager
SUBJECT: Independent Redistricting Commission Meeting

Summary:

Since October 11, 2011, the Independent Redistricting Commission has been holding public hearings around the state soliciting input on congressional and legislative district maps. The Commission selected Peoria as the location for the northwest valley public meeting. On November 2, 2011, the Commission will be meeting in our Council Chambers. The meeting will take place from 6:00 – 9:00 p.m.

Additional information regarding the Arizona Independent Redistricting Commission, visit their website, www.AZREDISTRICTING.ORG.

Exhibit(s):

Exhibit 1: N/A

Contact Name and Number: Claudia Luján, (623) 773-7739

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

RCM: 3b

Date Prepared: October 24, 2011

Council Meeting Date: November 1, 2011

TO: Honorable Mayor and Council
FROM: Bo Larsen, Public Information Manager
THROUGH: Carl Swenson, City Manager
SUBJECT: Keep it Local. Peoria First Campaign

Summary:

As we move into the Holiday Seasons of Thanksgiving, Christmas, New Years and other end-of-year celebrations, it is important to remind the residents to think about where they do their shopping. Keep it Local. Peoria First is a campaign started several years ago to promote local businesses and to encourage residents of the community to buy goods and services from businesses within the city limits.

Every dollar spent locally helps the city. The sales tax generated here helps pay for things our citizens count on, like police officers, fire fighters, parks, libraries, recreation programs and street maintenance.

Contact Name and Number: Bo Larsen (623) 773-7937