

Mayor
Cathy Carlat

Palo Verde
District
Michael Finn,
Vice Mayor

Acacia
District
Vicki Hunt

Ironwood
District
Bill Patena

Mesquite
District
Bridget
Binsbacher

Pine
District
Carlo Leone

Willow
District
Jon Edwards

City Council Meeting Notice & Agenda

Tuesday, April 3, 2018
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345



Special Meeting

3:00 P.M. Convene

Roll Call

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda 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

1 C. Authorization to Hold an Executive Session

Discussion and possible action to authorize the holding of an Executive Session for the purpose of interviewing candidates and discussion of appointment for the position of City Attorney pursuant to A.R.S. 38-431.03.A.1.

Adjournment

Executive Session

Convene immediately following Special City Council Meeting
Executive Room, City Council Chamber

Under the provisions of A.R.S. 38-431.02 there will be a **CLOSED EXECUTIVE SESSION**.

Executive Session Agenda

2. An Executive Session for the purpose of interviewing candidates and discussion of appointment for the position of City Attorney pursuant to A.R.S. 38-431.03.A.1.

The above-named Public Body of the City of Peoria, Arizona will convene into Executive Session pursuant to A.R.S. 38-431.03 for those items listed on the agenda. Only those persons who are:

- Members of the Public Body, or
- Officers of the City that are required to attend, or
- Those individuals whose presence is reasonably necessary for the Public Body to carry out its Executive Session responsibilities as determined by the City Attorney may be present during the Executive Session.

All persons who remain present during the Executive Session are reminded that the business conducted in Executive Session, including all discussion taking place herein, is confidential and may not be disclosed to any person, except as permitted by law.

Arizona Open Meeting Act:

Arizona law requires that persons who are present in an executive session receive instruction regarding the confidentiality requirements of the Arizona Open Meetings Act. Minutes and discussions made during executive sessions are confidential and may not be disclosed to any party, except:

- Members of the Council,
- Appointees or employees who were subject of discussion under the personnel item subsection of the Open Meetings Act,
- County Attorney or Attorney General pursuant to an investigation of a violation of the Open Meetings Act, and
- Arizona Auditor General in connection with an audit authorized by law.

Any person who violates or who knowingly aids, agrees to aid, or attempts to aid another person in violating the Arizona Open Meetings Law may be punished by fine of up to \$500.00 per violation and/or by removal from public office.

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Presentation

3. **Proclamation Recognizing the Centennial High School Football Team**
4. **Proclamations Recognizing Animal Care and Control, Public Safety Telecommunicators, and Volunteer Appreciation Weeks**

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda 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

5 C. **Minutes**

Discussion and possible action to approve: (a) March 6, 2018 City Council Meeting minutes; and (b) March 16, 2018 City Council Workshop minutes.

6 C. **Intergovernmental Agreement, City of Glendale, Pyramid Peak Radio Site**

Discussion and possible action to enter into an Intergovernmental Agreement with the City of Glendale for locating a public safety-grade radio site at the Pyramid Peak Water Treatment Plant.

7 C. **Memorandum of Understanding, Multiple Fire Departments and Fire Districts, Regional Grant, Virtual Incident Command Center**

Discussion and possible action to approve a Memorandum of Understanding with the City of Maricopa through a regional grant allowing the Fire-Medical Department to participate in command officer training at the Virtual Incident Command Center.

8 C. **Call and Notice of Election**

Discussion and possible action to: (a) call a nonpartisan candidate Primary Election on August 28, 2018 and if necessary, a nonpartisan candidate runoff General Election on November 6, 2018; and (b) authorize staff to add additional issues to the ballot as directed by Council, or by appropriate administrative action.

9 C. **Abandonment of City Interest, Federal Patent Easement, 9989 West Calle Lejos**

Discussion and possible action to adopt **RES. 2018-47** declaring an emergency to abandon City interest in a portion of a Federal Patent Easement, located in the vicinity of Lake Pleasant Parkway and Calle Lejos.

10 C. **Power Distribution Easement, Salt River Project, Cactus Road Undergrounding**

Discussion and possible action to adopt **RES. 2018-48** authorizing the City Manager to execute a Power Distribution Easement to Salt River Project (SRP) for the undergrounding of existing overhead lines along the north side of Cactus Road from approximately 69th Avenue to 71st Avenue.

11 C. **Final Plat, The Meadows Parcels 7 & 8 – Phase 1, 95th Avenue and Pinnacle Peak Road**

Discussion and possible action to approve a Final Plat of The Meadows Parcels 7 & 8 – Phase 1, located on 95th Avenue and Pinnacle Peak Road, subject to stipulations.

12 C. **Final Plat, The Meadows Parcels 7 & 8 – Phase 2, 99th Avenue and Pinnacle Peak Road**

Discussion and possible action to approve a Final Plat of The Meadows Parcels 7 & 8 – Phase 2, located on 99th Avenue and Pinnacle Peak Road, subject to stipulations.

Call To The Public (Non-Agenda Items)

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

Reports from City Manager

13. **Council Calendar**

14. **Reports**

A. **Fiscal Year 2019 Budget Presentation**

B. **Smart 911 Program**

C. **Upcoming City Events Video**

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 and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 - Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.

Public Notice

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

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <https://www.peoriaaz.gov/government/mayor-and-city-council/city-council-videos>.

City Manager

Jeff Tyne

City Clerk

Rhonda Geriminsky

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3.

Date Prepared: 3/6/2018

Council Meeting Date: 4/3/2018

TO: Council Members

FROM: Mayor Cathy Carlat

SUBJECT: Proclamation Recognizing the Centennial High School Football Team

Summary:

High school sports teaches players the value of commitment, hard work and sportsmanship – lessons that will benefit them throughout their entire lives. Coach Richard Taylor has been an exemplary leader for the Centennial high school football team since its beginning in 1990. Under his leadership and direction, the Centennial Coyotes have won their sixth state Championship.

Given this accomplishment, the City is proud to proclaim April 3rd, 2018 as: “Peoria Centennial Coyotes State Football Champion Day”.

Staff Recommendation:

To recognize the 2017 Centennial High School Football team for their outstanding dedication and effort to become the 5A State Football Champions.

Fiscal Analysis:

No fiscal impact.

Contact Name and Number:

Cathy Carlat, (623) 773-7307

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4.

Date Prepared: 3/21/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Roy W. Minter, Jr., Chief of Police
SUBJECT: Proclamations Recognizing Animal Care and Control, Public Safety Telecommunicators, and Volunteer Appreciation Weeks

Summary:

Each April, formal recognition and appreciation for animal control officers, public safety telecommunicators, and volunteers allows the community to know and understand the duties, responsibilities, abilities, expertise, and dedication of these individuals.

Animal control officers continuously provide recovery, care, and control for our citizens' animals. They also provide for the wellbeing of lost or injured animals in the community.

Public safety telecommunicators are many times the first contact a citizen has in a time of distress. These employees are committed to providing expert communication skills in answering emergency calls and dispatching public safety professionals and necessary equipment to emergency situations.

Department volunteers are dedicated individuals who serve in a variety of meaningful assignments and work alongside employees to perform tasks that are critical to the agency's mission. The work they do is vital to keeping officers on the road and available and other staff members focused on top priorities. Because of their hard work, the department is able to provide a higher level of service to our citizens.

Staff Recommendation:

To recognize the following:

- National Animal Care and Control Appreciation Week, April 8 to 14, 2018
- National Public Safety Telecommunicators Week, April 8 to 14, 2018
- National Volunteer Appreciation Week, April 15 to 22, 2018

ATTACHMENTS:

National Animal Care and Control Week

National Telecommunicators Week

National Volunteer Appreciation Week

Contact Name and Number:

Roy W. Minter, Jr., Police Chief, (623) 773-7059

Proclamation

Whereas, National Animal Care and Control Appreciation Week is the second full week of April every year. In 2018, Animal Care and Control Appreciation Week is April 8-14; and

Whereas, animal control officers aid in providing care and control for animals wellbeing and assistance to the citizens of the City of Peoria; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, abilities, expertise and dedication of animal control officers, and the support they provide to citizens in the recovery, control and care for their animals; and

Whereas, the men and women of the Peoria Police Department unceasingly provide a vital public service.

NOW, THEREFORE I, Cathy Carlat, Mayor of Peoria, Arizona, do hereby proclaim April 8-14, 2018, as

“National Animal Care and Control Appreciation Week”

in Peoria, and call upon all citizens of the City of Peoria and upon all patriotic, civic and educational organizations to observe the second week of April 2018, as National Animal Care and Control Week, with appropriate ceremonies and observances in which all of our people may join in recognizing animal control officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for providing the care and control of animals.

In Witness Whereof, I have set my hand and caused the Seal of the City of Peoria, Arizona to be affixed this 3rd day of April, 2018.

Cathy Carlat, Mayor

Attest:

Rhonda Geriminsky, City Clerk

Proclamation

Whereas, the Association of Public Safety Communications Officials (APCO) International has designated April 8-14, 2018, as National Public Safety Telecommunicators Week; and

Whereas, public safety telecommunication professionals aid in providing 9-1-1 emergency assistance to the citizens of the City of Peoria; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, skills, expertise and commitment of public safety telecommunication professionals, and the support they provide to citizens in distress by answering emergency calls and dispatching emergency professionals and equipment to render assistance and protect life and property; and

Whereas, the men and women of the Peoria Police Department unceasingly provide a vital public service.

NOW, THEREFORE I, Cathy Carlat, Mayor of Peoria, Arizona, do hereby proclaim April 8-14, 2018, as

“National Public Safety Telecommunicators Week”

in Peoria, and call upon all citizens of the City of Peoria and upon all patriotic, civic and educational organizations to observe the second week of April 2018, as National Public Safety Telecommunicators Week, with appropriate ceremonies and observances in which all of our people may join in recognizing public safety telecommunication professionals, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for providing for the safety of citizens in distress.

In Witness Whereof, I have set my hand and caused the Seal of the City of Peoria, Arizona to be affixed this 3rd day of April, 2018.

Cathy Carlat, Mayor

Attest:

Rhonda Geriminsky, City Clerk

Proclamation

Whereas, National Volunteer Appreciation Week is an annual celebration observed in many countries, to promote and show appreciation for volunteering. National Volunteer Appreciation Week is April 15-22, 2018; and

Whereas, National Volunteer Appreciation Week is when we can all take time to recognize volunteers and celebrate the assistance they provide to the citizens of the City of Peoria; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, abilities and dedication of volunteers, and the support they provide to citizens; and

Whereas, the volunteering men and women of the Peoria Police Department continuously provide a vital public service.

NOW, THEREFORE I, Cathy Carlat, Mayor of Peoria, Arizona, do hereby proclaim April 15-22, 2018, as

“National Volunteer Appreciation Week”

in Peoria, and call upon all citizens of the City of Peoria and upon all patriotic, civic and educational organizations to observe April 15-22, 2018, as National Volunteer Appreciation Week, with appropriate ceremonies and observances in which all of our people may join in recognizing volunteers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for providing a public service.

In Witness Whereof, I have set my hand and caused the Seal of the City of Peoria, Arizona to be affixed this 3rd day of April, 2018.

Cathy Carlat, Mayor

Attest:

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 3/20/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Rhonda Geriminsky, City Clerk
SUBJECT: Minutes

Purpose:

Discussion and possible action to approve: (a) March 6, 2018 City Council Meeting minutes; and
(b) March 16, 2018 City Council Workshop minutes.

ATTACHMENTS:

March 6, 2018 Minutes
March 16, 2018 Minutes

Contact Name and Number:

Rhonda Geriminsky (623) 773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
March 6, 2018

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

Members Present: Mayor Cathy Carlat; Vice Mayor Michael Finn; Councilmembers Bridget Binsbacher, Jon Edwards, Vicki Hunt, Carlo Leone and Bill Patena.

Other Municipal Officials Present: Jeff Tyne, City Manager; Rhonda Geriminsky, City Clerk; Sonia Andrews, Interim Finance Director; and Natalie Gilstrap, Management Analyst.

Audience: Approximately three members of the public were present.

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

CONSENT AGENDA

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1 C. Authorization to Hold an Executive Session

Motion was made by Councilmember Hunt, seconded by Councilmember Edwards, to authorize the holding of an Executive Session for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:

- (a) Consideration of candidates to be interviewed for the position of City Attorney pursuant to A.R.S. § 38-431.03.A.1.

Upon vote, the motion passed unanimously 7 to 0.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:01 p.m.

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of discussions and consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:
 - (a) Consideration of candidates to be interviewed for the position of City Attorney pursuant to A.R.S. § 38-431.03.A.1.

Clerk's Note: In accordance with A.R.S. § 38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:36 p.m.

Members Present: Mayor Cathy Carlat; Vice Mayor Michael Finn; Councilmembers Bridget Binsbacher, Jon Edwards, Vicki Hunt, Carlo Leone and Bill Patena.

Council Youth Liaisons: Maylee Acosta and Cassidy Gatrost.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Steve Burg, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Barry Houg, Interim Management and Budget Director; Chris Jacques, Planning and Community Development Director; Stuart Kent, Public Works/Utilities Director; Laura Ingegneri, Human Resources Director; Sonia Andrews, Interim Finance Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Melissa Wenzel, Marketing and Communications Manager; Dawn Prince, Assistant to the City Manager; and Natalie Gilstrap, Management Analyst.

Audience: Approximately five members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

3. Community Facilities Districts

Jeff Tyne, City Manager, introduced the Community Facilities District Study Session agenda item, including:

- Cost of development
 - Operating services
 - Capital improvements for infrastructure
- Master Planned Communities and Community Facilities Districts

Katie Gregory, Deputy City Manager, presented regarding:

- Mechanics of Community Facilities Districts
- Forthcoming Lake Pleasant Heights Community Facilities District application
- How infrastructure is funded by developers
 - Community Facilities District – Special Taxing District

Sonia Andrews, Interim Finance Director presented regarding:

- Key elements of a Community Facilities District
 - Primary use
 - Legal entity
 - Board of Directors
 - District boundary - must be wholly within municipality
 - Debt
- Life Cycle of a Community Facilities District
 - Developer
 - Entitle land
 - Secure funding
 - Developer owns 100 percent of the property
 - Infrastructure and vertical developments
 - Developer sells land to builders
 - Developer and builders own portions of the land
 - City
 - Formation of Community Facilities District
 - Set tax rate and develop budgets
 - Initial and any additional bond sales and refunding
 - Collect taxes, manage debt and prepare annual reports
 - Accept infrastructure
 - Infrastructure maintenance
 - Residents
 - Buy homes
 - Pay Community Facilities District taxes

Discussion ensued regarding the limitations on the types of infrastructure allowed in a Community Facilities District.

Ms. Andrews continued the presentation regarding:

- Impacts on residents
- Value of Community Facilities Districts
- Benefits to the City and the developers
- Risks to Property owners and the developers
- Risks to the City as debt is sold to bond investors

- Current Community Facilities Districts in the City of Peoria
 - Vistancia
 - Vistancia West

Discussion ensued regarding current protections in place for Community Facilities Districts in Peoria including:

- Notifications/disclosures to second and third homebuyers regarding a Community Facilities District and associated tax
- How initial bond rates are set
- Bond rating impacts for other entities
- Phasing out State land property

Ms. Gregory outlined the City's current Community Facilities District Policy including:

- Evolution of Peoria's Community Facilities District Policy
- Rationale on use restrictions for large regional infrastructure or master planned communities

Ms. Andrews recapped Peoria's current Community Facilities District Policy and the Community Facilities District formation process, including:

- Community Facilities District application
- Public hearing and formation
- Budget and tax levy

Discussion ensued regarding:

- Operation and maintenance tax - who receives the up to \$.30 tax allowable by State Statute
- Responsibility for infrastructure maintenance
- Administrative tax
- Costs incurred by the City versus the District Board

Ms. Gregory continued regarding special assessments and the challenges associated with special assessments.

Discussion ensued regarding charging a Community Facilities District tax and a special assessment tax simultaneously.

Ms. Andrews presented regarding:

- Senate Bill 1487 and legislative changes related to the Community Facilities District Board composition, which would be City Council and two citizens selected by the largest property owner within the Community Facilities District boundary

Discussion ensued regarding whether the developer could opt out of selecting the two citizen Board members.

Mayor Carlat commented on last year's legislation that took stakeholder protections away and commended the City's Intergovernmental Affairs team for the efforts against the proposed bill.

4. Human Services Resource Center Exploration

Jeff Tyne, City Manager, provided background information on the exploration of a Human Services Resource Center.

Chris Jacques, Planning and Community Development Director, provided an update on the research that has been conducted, since the November 2017 Council Retreat, toward the potential development of a Human Services Resource Center.

Information included:

- Surveys and tour of similar programs
- Vetting of potential locations and square footage requirements
- Identifying savings by using old office furniture
- Assessment of service model types
- Discussions with affected departments
- Funding scenarios

Carin Imig, Community Assistance Manager, presented regarding decision points including:

- Timing and potential locations
- Service models – continuum of services or targeted services
- Funding options
 - Community Development Block Grants
 - General Fund
 - Repurpose FY 19 Neighborhood Grant
 - Commuter Rail Study monies

Discussion ensued regarding:

- Success of programs for neighboring cities
- Organizations posing funding risks
- Improving service levels for citizens
- Non-Profit agency reactions to the opportunity
- Continuous and targeted service models

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:40 p.m.

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:01 p.m.

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

Members Present: Mayor Cathy Carlat; Vice Mayor Michael Finn; Councilmembers Bridget Binsbacher, Jon Edwards, Vicki Hunt, Carlo Leone and Bill Patena.

Council Youth Liaisons: Maylee Acosta and Cassidy Gatrost.

Members Absent: None.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Steve Burg, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Barry Houg, Interim Management and Budget Director; Chris Jacques, Planning and Community Development Director; Stuart Kent, Public Works/Utilities Director; Laura Ingegneri, Human Resources Director; Adina Lund, Development and Engineering Director; Sonia Andrews, Interim Finance Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Melissa Wenzel, Marketing and Communications Manager; Dawn Prince, Assistant to the City Manager; and Natalie Gilstrap, Management Analyst.

Audience: Approximately 20 members of the public were present.

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

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

Mayor Carlat announced that the Consent Agenda included a Public Hearing on liquor license applications for:

- (a) Tacos Calafia, located at 8258 West Thunderbird Road, Suite #206;
- (b) Cousin Vinny Pizza and Pasta, located at 8267 West Lake Pleasant Parkway; and
- (c) Cross Eyed Cricket, located at 28615 North El Mirage Road.

There were no requests from those present to address this agenda item.

Mayor Carlat asked if any Councilmember wished to have an item removed from the Consent Agenda.

Councilmember Binsbacher requested that Agenda Item 7C be removed for separate discussion.

Motion was made by Vice Mayor Finn, seconded by Councilmember Hunt, to approve the Consent Agenda with the exception of Agenda Item 7C.

Upon vote, the motion carried unanimously 7 to 0.

5C. Minutes

Approved the February 6, 2018 City Council meeting minutes.

6C. Board and Commission Appointments

- (a) Adopted **RES. 2018-42** appointing Mike Heath as a regular member of the Design Review Board for a term to expire June 30, 2022; and
- (b) Adopted **RES. 2018-43** appointing Savana Rodriguez and Leah Gilbertson as regular members of the Youth Advisory Board for partial terms to expire June 30, 2019.

7C. Intergovernmental Agreement, Amendment No. 1, Arizona Department of Transportation, 83rd Avenue Widening, Happy Valley Road to Jomax Road

Clerk's Note: Agenda Item 7C was presented at the end of the Consent Agenda.

Adina Lund, Development and Engineering Director, provided an overview of the scope, purpose and costs of the project subject to the Intergovernmental Agreement with the Arizona Department of Transportation.

Councilmember Binsbacher expressed her appreciation for the City's response to the citizens' needs and requests for the proposed improvements.

Motion was made by Councilmember Binsbacher, seconded by Councilmember Edwards, to adopt **RES. 2018-44** approving an amendment to an existing Intergovernmental Agreement with the Arizona Department of Transportation for the design and construction of the project to add bike lanes and sidewalk along 83rd Avenue from Happy Valley Road to Jomax Road.

Upon vote, the motion carried unanimously 7 to 0.

8C. Budget Adjustment, Acquisition of Real Property, Future Park and Ride Location

Approved a budget transfer in the amount of \$63,000 from the Transit Fund Contingency account to the Peoria Park and Ride Lot project account for the acquisition of real property for the future park and ride.

9C. Maintenance Improvement District No. 1205, The Meadows Parcels 1 & 3 – Phase I, 91st Avenue and Pinnacle Peak Road

Approved the Petition for Formation, adopted **RES. 2018-36** intention and ordering the formation of proposed Maintenance Improvement District No. 1205, The Meadows Parcels 1 & 3 – Phase I, located at 91st Avenue and Pinnacle Peak Road; and adopted **RES. 2018-37** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

10C. Maintenance Improvement District No. 1209, The Meadows Parcels 1 & 3 - Phase 2, 91st Avenue and Pinnacle Peak Road

Approved the Petition for Formation, adopted **RES. 2017-73A** intention and ordering the formation of proposed Maintenance Improvement District No. 1209, The Meadows Parcels 1 & 3 - Phase 2, located at 91st Avenue and Pinnacle Peak Road; and adopted **RES. 2017-74A** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

11C. Street Light Improvement District No. 1123, The Meadows Parcel 1 & 3 – Phase I, 91st Avenue and Pinnacle Peak Road

Approved the Petition for Formation, adopted **RES. 2018-38** intention and ordering the formation of proposed Street Light Improvement District No. 1123, The Meadows Parcel 1 & 3 – Phase I, located at 91st Avenue and Pinnacle Peak Road; and adopted **RES. 2018-39** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

12C. Street Light Improvement District No. 1126, The Meadows Parcels 1 & 3 - Phase 2, 91st Avenue and Pinnacle Peak Road

Approved the Petition for Formation, adopted **RES. 2017-75A** intention and ordering the formation of proposed Street Light Improvement District No. 1126, The Meadows Parcels 1 & 3 - Phase 2, located at 91st Avenue and Pinnacle Peak Road; and adopted **RES. 2017-76A** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

13C. Replat, Lot 46 of Blackstone at Vistancia Parcel B3, Blackstone Drive and Lone Mountain Road

Approved a Replat of Lot 46 of Blackstone at Vistancia Parcel B3, located on Blackstone Drive and Lone Mountain Road, subject to stipulations.

14C. PUBLIC HEARING - Liquor Licenses, Various Locations

Recommended approval to the State Liquor Board for:

- (a) A New Restaurant (Series 12) Liquor License for Tacos Calafia located at 8258 West Thunderbird Road Suite #206, Zindy Torres, Applicant, LL#20018575;
- (b) A New Restaurant (Series 12) Liquor License for Cousin Vinny Pizza and Pasta, located at 8267 West Lake Pleasant Parkway, Thomas A. Canale, Applicant, LL#20019057; and
- (c) A Location and Person Transfer for an On-Sale All Liquor License (Series 06) for Cross Eyed Cricket, located at 28615 North El Mirage Road, Mark H. Gaydosz, Applicant, LL#20019128.

REGULAR AGENDA

New Business:

15R. PUBLIC HEARING – Code Amendment, Zoning Ordinance, Section 21-827 Sign Code

Chris Jacques, Planning and Development Director, introduced Lorie Dever, Principal Planner, who provided an overview of the proposed amendment to the Zoning Code.

Information included:

- History and purpose of the proposed amendment
- Supreme Court Decision – Reed v. Town of Gilbert, AZ
- New Code facts
- Stakeholder outreach
- New Sign Code framework and scenarios
- Implementation
- Key findings and recommendations

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the proposed Code amendment.

Discussion ensued regarding bandit, electronic and temporary signs.

Ken Parsons, Peoria sign business owner, spoke in favor of electronic signs.

Kathy Basque, representing the West Maricopa Association of Realtors (WeMAR), commended City staff for the in-depth review and extensive outreach related to the proposed changes to the sign code.

Council Action:

Motion was made by Councilmember Edwards, seconded by Vice Mayor Finn, to adopt **ORD. 2018-08**, amending Chapter 21 of the Peoria City Code, by amending Sections 21-827 through 21-855 Signs.

Upon vote, the motion carried unanimously 7 to 0.

16R. Budget Amendment, Fire-Medical Department, Ambulance Service Phase II Implementation

Bobby Ruiz, Fire Chief, introduced Jim Bratcher, Deputy Chief, who provided an overview of the proposed budget amendment for the Fire-Medical Department.

Information included:

- Current ambulance service operations
- Service delivery
- Successes
- Cost recovery
- Budget amendment request
- Next steps

Discussion ensued regarding the impact of Uber drivers on ambulance service and debt recovery for the City's ambulance service.

Motion was made by Councilmember Hunt, seconded by Councilmember Binsbacher, to:

- (a) Approve the purchase of two fully-staffed ambulances and one non-staffed reserve ambulance; and
- (b) Approve a budget amendment in the amount of \$1,408,485 from the General Fund Reserves account to various accounts.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

A. Public Safety Officer Medal of Valor

Bobby Ruiz, Fire-Medical Chief; Stacy Irvine, Fire-Medical Deputy Chief; and Stephen Gunn, Fire-Medical Engineer presented a video highlighting Mr. Gunn's receipt of the Public Safety Officer Medal of Valor at the White House on February 20, 2018.

B. Upcoming City Events Video

A video presentation showcasing upcoming City events was displayed.

Reports from City Council:

Council Youth Liaison Acosta reported on her participation in the Youth Leadership Day hosted by the Casa Grande Youth Commission on February 24, 2018 and the Teen Job Fair held at Rio Vista Recreation Center on March 5, 2018. Ms. Acosta congratulated Stephen Gunn, Fire-Medical Engineer, on receiving the Public Safety Officer Medal of Valor in Washington, D.C.

Councilmember Patena reported on the various City of Peoria activities he attended, including the Homeless Outreach Event, 2018 Charity Baseball Game, Fletcher Heights ParkFest! and Bravo Peoria. Councilmember Patena recognized Stephen Gunn, Fire-Medical Engineer, for his heroism and congratulated him on receiving the Public Safety Officer Medal of Valor in Washington, D.C.

Councilmember Binsbacher reported on her attendance at the Homeless Outreach Event held at Rio Vista Recreation Center on February 22, 2018 and Fletcher Heights ParkFest! held on February 24, 2018. Councilmember Binsbacher congratulated Stephen Gunn, Fire-Medical Engineer, on receiving the Public Safety Officer Medal of Valor in Washington, D.C.

Vice Mayor Finn thanked Stephen Gunn, Fire-Medical Engineer, for his service and congratulated him on receiving the Public Safety Officer Medal of Valor in Washington, D.C.

Councilmember Edwards congratulated Stephen Gunn, Fire-Medical Engineer, on receiving the Public Safety Officer Medal of Valor in Washington, D.C. Councilmember Edwards reported on the various City of Peoria activities he attended, including the Homeless Outreach Event and the Fletcher Heights ParkFest!. Councilmember Edwards congratulated Council Youth Liaison Acosta on the success of the Teen Job Fair held at Rio Vista Recreation Center on March 5, 2018.

Councilmember Hunt reported on the various activities she attended, including Bravo Peoria, Shakespeare in the Park, Heart Pantry Open House and a visit to the Flex Academy at Peoria High School Old Main. Councilmember Hunt reported on her attendance at the 13th Annual Education Visionary Awards Dinner hosted by the Peoria

Education Foundation held on March 5, 2018 and congratulated Julia Smock who received the 2018 Visionary Award.

Councilmember Leone reported on the various activities he attended, including the Heart Pantry Open House and the Spring Training Opening Day. Councilmember Leone reminded citizens to attend the Shred-a-Thon event scheduled at Cheyenne Elementary School on March 24, 2018 and register for the fall session of the Peoria Leadership Institute. Councilmember Leone congratulated Stephen Gunn, Fire-Medical Engineer, on receiving the Public Safety Officer Medal of Valor in Washington, D.C.

Council Youth Liaison Gatrost congratulated Stephen Gunn, Fire-Medical Engineer, on receiving the Public Safety Officer Medal of Valor in Washington, D.C. Ms. Gatrost reported on the various activities she attended, including the Youth Leadership Day in Casa Grande, Teen Job Fair at Rio Vista Recreation Center and the Shakespeare in the Park event. Ms. Gatrost reported on her attendance at the Delta Epsilon Chi and Distributive Education Clubs of America (DECA) State Conference and competition held in Phoenix from March 2 through March 4, 2018.

Reports from the Mayor:

Mayor Carlat congratulated Stephen Gunn, Fire-Medical Engineer, on receiving the Public Safety Officer Medal of Valor in Washington, D.C.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:44 p.m.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 6th day of March, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of April, 2018.

(Seal)

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
PEORIA PUBLIC SAFETY ADMINISTRATION BUILDING
8351 WEST CINNABAR AVENUE
MARCH 16, 2018

A **City Council Workshop** of the City Council of the City of Peoria, Arizona was convened at the Public Safety Administration Building, 8351 West Cinnabar Avenue, Peoria, Arizona in open and public session at 9:03 a.m.

Members Present: Mayor Cathy Carlat; Vice Mayor Michael Finn; Councilmembers Bridget Binsbacher, Jon Edwards, Vicki Hunt, Carlo Leone and Bill Patena.

Members Absent: None

Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Steve Burg, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Sonia Andrews, Interim Finance Director; Barry Houg, Interim Management and Budget Director; John Imig, Information Technology Director; Laura Ingegneri, Human Resources Director; Stuart Kent, Public Works/Utilities Director; Adina Lund, Engineering Director; Roy Minter, Police Chief; Stacy Irvine, Assistant Fire Chief; John Sefton, Community Services Director; Jennifer Stein, Public Information Director; Scott Whyte, Economic Development Services and Dawn Prince, Assistant to the City Manager.

Audience: One member of the public was present.

1. Welcome and Opening Remarks from the Mayor

Mayor Carlat addressed the Council with opening remarks regarding the unique character of the City of Peoria, intentional plans for the future of the City and accelerating Peoria's vision.

Jeff Tyne, City Manager, addressed Council regarding building on Peoria's success and making operations a reality.

2. Placemaking

Andy Granger, Deputy City Manager, addressed placemaking in Peoria and introduced Trevor Freeman, Web Content Administrator for the City of Peoria.

Mr. Freeman presented regarding:

- Placemaking
 - Creative spaces of the soul that uplift and help us connect to each other
- What makes a great place
 - Public spaces that are well-connected
 - Comfortable and with a good image

- Attract people to participate in an activity
- Sociable place that creates a desire for people to return

Mr. Granger continued regarding:

- Placemaking elements throughout the City
 - Entry monuments
 - Raised landscape medians
 - Bridge aesthetics
 - P83 Entertainment District
 - Veteran's Memorial wall
- Future placemaking elements including:
 - Musical elements in neighborhood parks
 - Oversized outdoor games at our libraries

Discussion ensued regarding:

- Updating older entry monuments such as the one on 67th Avenue and Peoria Avenue
- Entry monument sign at 67th Avenue and Thunderbird Road to be completed by the end of summer
- Adding "Old Town" above "Peoria" on the entry monument signs in Old Town Peoria
- Peoria's Seal
- Impact of shade on placemaking
- Shade initiative study/shade master plan

Mr. Granger continued regarding:

- Near-term placemaking opportunities
 - Old Town
 - Pop-up park and play
 - Expand Planter Program
 - Intersection painting

Discussion ensued regarding:

- Expanding intersection painting
- Pilot program for painting bike lanes
- Process for the selection of artists for intersection art
- Whether bike lanes are for golf carts
- Ongoing maintenance of painted bike lanes

Mr. Granger continued regarding:

- More frequent Old Town events
 - Food trucks

- Live music
 - Art expos
- Creating more foot traffic and development
- Outdoor seating space next to Driftwood Coffee Shop
 - Remediate trip hazards
 - Outdoor music

Discussion ensued regarding:

- WiFi in outdoor seating area
- Bringing people from the north part of the City to the south
- Creating a scene for habitual attendance
- City's commitment to the success of new businesses throughout the City
- Centennial Plaza festival opportunities
- How long it takes to create a space
- Transportation accelerating placement
- Lack of events
- Music in Osuna Park
- Area adjacent to Theater Works for placemaking opportunities
- Theater Works' opportunity to market to the northern part of the City
- Encouraging the south to come to the north
- Peoria tours for citywide exposure

Mr. Granger continued regarding:

- P83
 - Salty Seniorita property placemaking opportunities
 - Design concepts for the Salty Seniorita area
 - Installing furniture in the plaza across from Harkins Theatres

Discussion ensued regarding using the curbing around the palm trees as an opportunity for seating in the plaza area across from Harkins Theatres.

Mr. Granger continued regarding:

- Happy Valley Corridor area
 - Blooming spire art piece
 - Make it a gathering space with hardscape opportunities

Discussion ensued regarding:

- Traffic noise in the area
- Contributing to the success of the businesses
- Shade being a key factor

Mr. Granger continued regarding:

- Challenges in the Happy Valley Corridor
- Opportunity for public/private partnerships for placemaking in the Happy Valley Corridor
- Creating a program for businesses to propose placemaking opportunities

Discussion ensued regarding:

- Whether business proposal opportunities would be for businesses throughout the City or for businesses only in specific areas and the amount of Council oversight over the program and areas
- Establishing criteria for this program to help businesses create placemaking opportunities

Scott Whyte, Real Estate Development Officer, presented regarding:

- Long-term placemaking opportunities for Old Town Peoria
- New developments provide additional foot traffic
- Old Town Block Program sequence and strategy
 - Artisan Row
 - The Eatery
 - Old Town Green
 - Event Center
 - Activity Promenade
 - Activity Space
 - Future Phase

Discussion ensued regarding property ownership in Old Town.

Mr. Tyne clarified recommendations that are not currently funded in the upcoming proposed budget.

Discussion ensued regarding:

- Mindset of protecting key areas with a plan and process to deliberately achieve an environment for our citizens
- Funding allocations
- Edwards Hotel accelerating the vision for Peoria's future
- Façade Renovation Program opportunities

10:24 a.m. Mayor Carlat recessed the meeting and resumed at 10:36 a.m.

3. Special Events

Jeff Tyne, City Manager, presented regarding Special Events.

Erik Strunk, Deputy City Manager, presented regarding the agenda for this segment and introduced Kelli Kinkaid, Recreation Manager.

Ms. Kinkaid presented regarding:

- The Mission of the Special Events Division
- Process for holding a special event

Discussion ensued regarding the number of events the Special Events Division holds or facilitates each year.

Ms. Kinkaid continued regarding:

- Special Events goals
 - Accessible and affordable
 - Educational and cultural
 - Placemaking (Special Events as a social forum for placemaking)
 - Neighborhood centric – intimate and customized
- Special Event approach
 - Venues
 - Financial resources
 - Program elements
 - Staffing and volunteers
 - City-produced or promoter-produced events
 - Public safety

Discussion ensued regarding a checklist to give to promoters when they hold an event in the City of Peoria.

Katie Gregory, Deputy City Manager, presented regarding:

- Special Event funding
 - On-going funding
 - One-time funding
 - Affiliate funding
- Ongoing Special Events
 - All-American Festival
 - Option to move the event to the weekend
 - Halloween Monster Bash
 - Old Town Holiday Festival

Discussion ensued regarding the revenue sources from special events and how the City can generate additional revenue.

Ms. Gregory continued regarding:

- Dolly Sanchez Easter Egg Hunt
- Arts and Culture Festival
- Average net costs for ongoing events

Discussion ensued regarding:

- Low cost/high impact events
- Moving All-American Festival to the weekend
- Creating additional event options
- Raising the bar on the City's special events
- Coupling the All-American Event with culinary options and an experience rather than an event

Ms. Gregory continued regarding:

- One-time special events and funding
 - Somos Peoria
 - Martin Luther King Celebration and the City's partnership with local schools
 - Explore the Library/Bravo Peoria
 - P83 Party

Mr. Strunk presented regarding activating events in the P83 District and creating an identity.

Discussion ensued regarding:

- P83 Event identity issues
 - Event should be in the same place every year
 - Seating
 - Conflicting events
 - Ongoing versus one-time event
 - Generating ongoing money
 - Finding the niche for the P83 Event
- Elements of Special Events
 - Mission of the event

Ms. Gregory continued regarding:

- Planetpalooza
- Take a Break at the Lake
- Parkfest! events

Discussion ensued regarding Parkfest! events and flexibility to meet the needs of each district, as well as, Trailfest! opportunities.

Ms. Gregory continued regarding the average net cost for one-time events and affiliate events and associated funding.

Discussion ensued regarding:

- Eligibility for affiliate funding and limitations
- Evaluating events to determine if they meet the City's goals
- Vintage Market Days and Copper Hills-4 Peaks as examples of good public/private partnerships
- Prickly Pedal as a good long-term event for the City of Peoria
- Difference in amounts requested for different events
- Prickly Pedal-type events for consideration in a different category
- Leveraging the City's investment in order to get the most out of event as it relates to promoting affiliate events
- Measuring success differently
- Festivals that put Peoria on the map and draw people to Peoria
- Keeping festivals and events that touch the people where they live
- Easily accessible events
- Big events being good for Peoria but not at the expense of events that the City currently conducts
- Keeping individual community events such as Parkfest!
- Special event flowchart to simplify the process
- Support for a big event that is unique for Peoria
- Lake Pleasant as a good amenity for a big event
- Events that bring value to the City

11:50 a.m. Mayor Carlat recessed the meeting and resumed at 12:02 p.m.

4. Arts and Culture

Discussion of this Agenda Item was postponed.

5. Property Appearance and Standards

Jeff Tyne, City Manager, presented regarding the appearance and expectation of neighborhoods.

Erik Strunk, Deputy City Manager, presented regarding:

- Addressing public appearances of our parks, rights-of-way and retention basins
- Community Services Department Divisions
- Where resources are allocated

Chris Calcaterra, Community Services Deputy Director, presented regarding:

- Summary of maintenance
 - Community and neighborhood parks
 - Sports Complex
- Current level of service at Peoria parks
- Rights-of-way and basin maintenance

John Sefton, Community Services Director, presented regarding:

- Common challenges in parks
 - Graffiti
 - Vandalism
 - American's with Disabilities Act access
 - Concrete
 - Aging playground structures
 - Aging irrigation systems
 - Drive-time between parks

Discussion ensued regarding a secondary Municipal Operations Center, overseeing parks and partnering with local management companies.

Mr. Sefton continued regarding:

- Challenges at rights-of-way and basins
 - Property ownership investigations
 - Weed abatement
 - Storm clean up
 - Irrigation breaks and backflow theft
 - Regulatory influences

Discussion ensued regarding:

- Mechanism for reporting storm damage for City employees
- Eyes and Ears Program
- Catching graffiti offenders
- Personal property maintenance on homes across from retention basins based on how well the retention basin is maintained
- Basins with MIDS on them

Mr. Strunk presented recommendations regarding refreshing park landscapes and discussion ensued.

Mr. Strunk presented regarding retention basin landscape refresh and discussion ensued regarding refresh versus reconstructing.

Mr. Strunk presented regarding pursuing best practices for long-term results and discussion ensued regarding the City's use of contractors.

Mr. Calcaterra presented regarding enhanced rights-of-way landscape and retention basin service.

Discussion ensued regarding:

- City Hall Campus maintenance particularly around the Council Chamber and Library
- Encouraging an Eyes and Ears Program where City employees provide notification when maintenance is necessary
- Expanding the Eyes and Ears Program to residents
- Difference between Homeowner's Association maintenance versus a more natural growth on the City Hall Campus

Jay Davies, Management Services Deputy Director, presented regarding:

- Code Compliance successes
 - 2017 Caseload overview
 - International Property Maintenance code
 - Shopping Cart Ordinance
 - Peoria Regional Medical Center
 - Vehicles in neighborhoods
 - Commercial vehicles
 - Hobby vehicles
 - Weight considerations
 - Minimum distance
 - Time limits on parking

Discussion ensued regarding:

- Whether the vehicles are parked in the driveway or the street
- Parking vehicles in front of other homes
- Regulating parking in front other homes
- More restrictive and definitive measures

Mr. Davies continued regarding:

- Recreational vehicles
 - Current rules
 - Options to consider
 - Limits on loading parcels

Discussion ensued regarding code enforcement on loading limitations.

Mr. Davies continued regarding:

- Utility trailers
 - Current rules
 - Options
 - Remove restrictions
 - Remove commercial distinction
 - Inoperable vehicles
 - Current rules
 - Options
 - Remove current tag requirements

Discuss ensued regarding storing inoperable vehicles in backyards.

Mr. Davies continued regarding:

- Front yard parking
 - Current rules
 - Options
 - Prohibit yard parking

Discussion ensued regarding education versus fining and changing policies and ordinances.

Mr. Davies continued regarding illegal auto repair businesses, current rules and challenges and the option to limit repairs to three times per year. Discussion ensued regarding the three auto repair limit per year and how it would work if you have more than three vehicles. Further discussion ensued regarding outstanding code issues on structures being built and older home renovations and permitting.

6. Closing Remarks from the Mayor

Mr. Tyne stated that recommendations incorporating the items discussed will be brought to Council for consideration.

Mayor Carlat thanked Council for their participation.

ADJOURNMENT:

Being no further business to come before the Council, the Council Workshop was duly adjourned at 1:37 p.m.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Workshop of the City Council of Peoria, Arizona held on the 16th day of March, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of April, 2018.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 3/14/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: John Imig, IT Director/CIO

SUBJECT: Intergovernmental Agreement, City of Glendale, Pyramid Peak Radio Site

Purpose:

Discussion and possible action to enter into an Intergovernmental Agreement with the City of Glendale for locating a public safety-grade radio site at the Pyramid Peak Water Treatment Plant.

Summary:

The City of Peoria requires an additional radio site to improve public safety and general government communications in the Northeast section of Peoria, including the Sonoran Mountain Ranch community. It was identified in late 2016 that the Pyramid Peak Water Treatment Plant would be an ideal location for providing the needed radio coverage to that area. IGA negotiations were held with the City of Glendale during 2017, with the final IGA draft completed in early 2018. Both Peoria and Glendale are in agreement with the conditions set forth in the IGA.

Previous Actions/Background:

No previous action has taken place on this issue.

Options:

A: Approve entering into an Intergovernmental Agreement between the City of Peoria and the City of Glendale for locating a public safety-grade radio site at the Pyramid Peak Water Treatment Plant.

B: Do not approve entering into an Intergovernmental Agreement between the City of Peoria and the City of Glendale for locating a public safety-grade radio site at the Pyramid Peak Water Treatment Plant.

Staff Recommendation:

Staff recommends that the Mayor and Council approve entering into an Intergovernmental Agreement between the City of Peoria and the City of Glendale for locating a public safety-grade

radio site at the Pyramid Peak Water Treatment Plant. Construction of this site will utilize existing, dedicated funding for radio in the CIP budget.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Pyramid Peak IGA Final

Contact Name and Number:

John Imig, IT Director/CIO, (623) 773-7253

When Recorded Return to:
City of Glendale
5850 W Glendale Ave
Glendale, AZ 85301

INTERGOVERNMENTAL AGREEMENT
for the
WIRELESS COMMUNICATIONS SITE LICENSE
at the
PYRAMID PEAK WATER TREATMENT FACILITY
between the
CITY OF GLENDALE
and the
CITY OF PEORIA

This Intergovernmental Agreement (the "Agreement") is effective as of the last date of signature below (the "Effective Date"), and is by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of Peoria, an Arizona municipal corporation ("Licensee").

WHEREAS, Glendale is the owner of certain real property known as the Pyramid Peak Water Treatment Facility located at 63rd Avenue and Pyramid Peak Road in Phoenix, Arizona, and known as APN 204-19-002H and APN 204-19-003E (the "Property"); and

WHEREAS, Glendale wishes to license to Licensee, and Licensee wishes to license from Glendale, the "License Area" (as described and defined below) for Licensee's use for installation of equipment and accessories related to radio communications for the City of Peoria and its partner agencies, pursuant to the terms of this Agreement;

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSE AREA.

Pursuant to the terms of this Agreement, Glendale hereby licenses to Licensee the "License Area," and the "Access Easement" (as defined herein) for the duration of the "Term." Each shall be defined as and include the following:

- A. An exclusive approximately fifty feet (50') by fifty feet (50') portion of ground space consisting of approximately two thousand five hundred (2500) square feet (the "License Area"), for Licensee's compound (the "Compound") to be used solely for Licensee's Antenna Structure, Shelter and related appurtenances. The Compound, Antenna Structure and Shelter will be consistent in size, placement and design as described and depicted in the site plans attached as Exhibit "A" attached to the Agreement (the "Site Plans");
- B. A nonexclusive fifteen-foot (15') wide Access Easement consistent in size, placement and design as described and depicted in the Site Plans and in the form attached as Exhibit "B" attached to the Agreement (the "Access Easement").

All of Licensee's equipment, including the Antenna Structure (not to exceed 155 feet in tower height), the Antennas, the equipment shelter, generator, backup DC power and related appurtenances, transmission lines, conduits and cables shall collectively be referred to herein as the "Communication Equipment".

2. REPRESENTATIONS AND WARRANTIES.

- A. Glendale represents and warrants to Licensee that: (1) Glendale has full right, power and authority to execute this Agreement; (2) Glendale has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the License Area; and (3) Glendale's execution and performance of this Agreement will not violate any laws, ordinances, covenants, restrictions, easements, agreements, reservations, mortgages, licenses or other agreements binding on Glendale for the License Area.
- B. The Licensee has studied and inspected the License Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) immediately above, including any warranties or representations by Glendale as to its condition or fitness for any particular use. The Licensee has inspected the License Area and obtained such information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

Glendale grants to Licensee the right to use the License Area subject to the following provisions and conditioned upon Licensee's timely and complete performance of all its obligations hereunder:

- A. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Effective Date and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three (3) successive five-year Renewal Terms, unless Glendale or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- B. If Licensee continues to occupy the License Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay fees in an amount that is double the normal license fee that would otherwise be due under Section 4(A). After the expiration or termination of this Agreement, the parties may negotiate a new Agreement.
- C. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or

dealing, or other statements or acts by or between the parties, Licensee's rights in the License Area are limited to the rights created by this Agreement, which creates only a nonexclusive license in the License Area. Glendale and the Licensee do not by this instrument intend to create a lease, easement or other real property interest, except what is expressly provided by this Agreement. The Licensee shall have no real property interest in the License Area. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area. Notwithstanding the preceding sentence, Glendale shall provide to Licensee peaceable use and enjoyment of the License Area in accordance with the terms of this Agreement. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or Licensee's use thereof.

4. LICENSE FEES; RESERVED LOCATION.

- A. Commencing upon the Effective Date and throughout the duration of the Initial Term and any applicable Renewal Term(s), Licensee shall pay, in advance, and without notice and free from all claims, deductions and setoffs against Glendale, a license fee in the amount of Forty Thousand Dollars (\$40,000.00) per annum, plus all appropriate taxes (the "License Fee"). The license fee will not increase in amount or frequency.
- B. Commencing upon the Effective Date and throughout the duration of the Initial Term and any applicable Renewal Term(s), Glendale shall waive payment of the License Fee so long as Licensee reserves space, as shown on the Site Plans, on Leg B at the 85' elevation of the proposed Antenna Structure ("Reserved Location") for future non-commercial use by Glendale and without prior approval from Licensee.
- C. Licensee will not be responsible for installation or maintenance costs associated with Glendale's future use of the Reserved Location. Glendale will be allowed to use the Reserved Location free of any charge from Licensee, and in exchange for waiving the license fee. Glendale would be responsible for all associated costs for use of the Reserved Location, including the remediation and structural studies, tower improvements, construction and maintenance costs.

5. UTILITIES.

Licensee shall pay for all utilities necessary to operate Licensee's Communication Equipment, which utilities shall be separately metered from any of Glendale's utilities. Licensee is not responsible for paying for Glendale's or third parties' utilities.

6. USE RESTRICTIONS.

Licensee's use and occupation of the License Area shall conform to all of the following provisions:

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the License Area will have on other users of the Property.
- B. Licensee or their designee may attach, install, operate, maintain, upgrade, reattach, reinstall, remove, relocate (within the License Area), modify, replace or alter in any way any of Licensee's Communication Equipment within the License Area. Licensee shall repair any damage, modification or alteration to Glendale's property caused by Licensee's use of the License Area and return the property to the same condition that existed before the damage or alteration occurred, reasonable wear and tear excepted.
- C. Whenever the Licensee performs construction activities within the License Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining License Area to the condition existing prior to construction. If the Licensee fails to restore the License Area, Glendale may take all reasonable actions necessary to restore the License Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of Glendale's reasonable costs of restoration.
- D. Licensee shall use the Access Easement established by this Agreement, and the Utility Easement granted to APS, solely to construct, install, operate, maintain, repair, modify, and remove the Communication Equipment in the License Area.
- E. Licensee shall have non-exclusive rights for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle for the construction, installation, operation, maintenance, modification and removal of the Communication Equipment.
- F. Licensee or their designee shall at all times have on call and at Glendale's access an active, qualified, competent and experienced representative to supervise the Communication Equipment, who shall be authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Communication Equipment. Such person need not be stationed at the License Area. Licensee shall provide Glendale's Project Manager or designee with the names, addresses and 24-hour telephone numbers of such persons in writing.
- G. Licensee shall keep the License Area maintained, orderly and clean at all times.
- H. There shall be no guaranteed number of parking places available for the License Area.
- I. Licensee acknowledges that the Licensee's use of the License Area shall be subject and subordinate to Glendale's use of the Property as a water treatment facility, provided that Glendale shall reasonably cooperate with Licensee to

ensure that Licensee's use and operation of the License Area is not interfered with or interrupted.

- J. Licensee shall not install, operate or allow the use of equipment, methodology or technology that may cause radio frequency interference with the optimum effective use or operation of Glendale's existing Supervisory Control And Data Acquisition system or other communication equipment, methodology or technology (*i.e.*, voice or other data receiving and/or transmitting equipment) that is presently in use at the Pyramid Peak Water Treatment Plant. "Radio frequency interference" is defined as any degradation in the ability to receive a signal. If such interference occurs, Licensee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to Glendale. Glendale and Licensee shall promptly use their best reasonable efforts to resolve any interference problems, Licensee shall have two (2) years prior to being required to discontinue or permanently relocate the Communications Equipment, and may terminate the Agreement.
- K. Glendale shall use its best reasonable efforts to resolve interference problems generated by use of the Reserved Location, and shall bear the cost of such resolution.
- L. Licensee shall use its best reasonable efforts to resolve interference problems with the existing Verizon Wireless facility located on the west side of the Property generated by Licensee's use of the License Area and shall bear the cost of such resolution. However, the parties agree that public safety communications take precedence over any other form of communications, *i.e.* commercial.
- M. Licensee shall not install any signs, other than required safety warning signs or such other signs as are requested or approved by Glendale. Licensee shall bear all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. USE OF HAZARDOUS MATERIAL PROHIBITED

Licensee shall not produce, generate, dispose of, transport, treat, use or store any hazardous waste, hazardous substance, pollutant or contaminant upon or about the License Area, in violation of the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901 *et seq.* the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste, hazardous substances, pollutants or contaminants. The preceding sentence does not apply to proper and lawful use and disposal of properly maintained "gel-cel" batteries supplying backup electrical power to the Communication Equipment. Licensee will not use the License Area in a manner that violates any regulations, permits or approvals issued by any federal or state agency. Except to the extent caused by or arising out of the negligence of Glendale or its employees and assigns, the Licensee shall defend, indemnify and hold Glendale harmless against any loss or liability incurred by reason of any hazardous waste, pollutant, contaminant, or

toxic substance release on or affecting the License Area to the extent caused by the Licensee or any of Licensee's invitees other than Glendale, as an RWC member. Licensee will immediately notify Glendale and, if applicable, any federal or state agency of any release or threatened release of a hazardous waste, hazardous substance, pollutant or contaminant at any time such release or threat of release is discovered or found to exist. Licensee shall promptly and without a request by Glendale provide Glendale's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the License Area. Except to the extent caused by or arising out of the negligence of the Licensee or its employees and assigns, Glendale shall defend, indemnify and hold Licensee harmless against any loss or liability incurred because of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant on the Property attributable to the extent such release or threatened release is caused by Glendale.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

The following provisions shall govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Communication Equipment or the License Area (collectively referred to as the "Licensee's Improvements"):

- A. All of Licensee's Improvements shall be designed, installed and purchased at Licensee's sole expense. In no event, including termination of this Agreement for any reason, shall Glendale be obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work undertaken by the Licensee during or related to this Agreement. The Licensee shall timely pay for all such labor, materials and work and all professional and other services related to Licensee's Improvements and shall defend, indemnify and hold harmless Glendale against all such claims.
- B. All work performed in the License Area by Licensee shall be performed in a workmanlike manner, as reasonably determined by Glendale, and shall be diligently pursued to completion and in conformance with all building codes and similar requirements. All of Licensee's Improvements shall be commensurate with industry standards as approved by Glendale. Glendale's approval shall not be unreasonably withheld, conditioned or delayed.
- C. Unless otherwise provided, all of Licensee's Improvements, trade fixtures, equipment, and other personal property installed or placed by Licensee on the License Area shall remain the property of Licensee at Licensee's option, and Licensee may, at any time during the term of this Agreement, and for an additional 90 (ninety) days after its expiration, remove the same from the License Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal.

- D. Licensee acknowledges that as of the Effective Date, the City of Phoenix has approved plans for Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.
- E. Licensee shall diligently pursue the installation of all approved Licensee's Improvements and shall complete installation of all Licensee's Improvements no later than eighteen (18) months after such Licensee's Improvements are approved by Glendale.
- F. Licensee shall make no initial structural or grading alterations, modifications or, additions or other significant construction work to its own equipment or facilities within the License Area until Glendale has reviewed and approved all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to Glendale. All such plans and construction are subject to inspection and final approval by Glendale as to colors, materials, site plan, design, function and appearance.
- G. After initial construction, all changes to utility facilities, other than routine maintenance or repair, shall be undertaken by the Licensee only with the written consent of Glendale. Such consent shall not be unreasonably withheld, conditioned or delayed. Utility facility means any line, facility, or system for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, or any other similar commodity, including any fire or police signal system or street lighting.
- H. All of the Licensee's Improvements and Glendale's use of the Reserved Location shall be designed to present a reasonable degree of uniformity with other improvements located on the Property, as much as is practical considering the varied uses of the Property.
- I. Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with all applicable laws, regulations and best management practices.
- J. The following procedure shall govern Licensee's submission to the City of Phoenix of all plans for the License Area and Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:
 - 1. Licensee shall coordinate with Glendale as necessary on significant design issues prior to submission of plans to Phoenix.
 - 2. Upon execution of this Agreement, Glendale and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement.

Parties agree that its designated project manager may not be exclusively assigned to this Agreement or the Licensee's Improvements.

3. No plans shall be deemed approved until stamped "APPROVED" and dated by Glendale's project manager.
4. No plans are considered finally submitted until Licensee delivers to Glendale a formal certification by an engineer licensed in Arizona acceptable to Glendale's project manager, certifying that all of the Licensee's Improvements are properly designed to be safe and function as designed and as required by this Agreement. Such certification shall be accompanied by and refer to any backup information and analysis as Glendale may reasonably require.
5. Licensee acknowledges that Glendale's project manager's authority with respect to the License Area is limited to the administration of the requirements of this Agreement. Licensee shall be responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project. The Licensee shall not rely on Glendale or Glendale's project manager to initiate or suggest any particular process or course of action for obtaining such approvals.
6. In preparing plans for submittal and approval to Phoenix, Licensee shall include such periods of time that are necessary to conduct all communications and plan revisions to obtain any required Phoenix approvals.
7. The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction. In the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with Glendale in its reasonable discretion.
8. Licensee shall provide Glendale with two complete sets of detailed plans and specifications of the work as completed.
9. Glendale at all times will seek to expedite any required Glendale approval process in order not to unnecessarily delay work on the project.

9. MAINTENANCE.

Licensee shall, at its own cost, maintain the Communication Equipment, Licensee's Improvements, and all other portions of the License Area during the term of this Agreement. This does not include maintenance costs for Glendale's use of the Reserved Location or the License Area or for Glendale's equipment, facilities, structures, or operations on the License Area, but in no case, will Glendale be responsible for any costs associated with maintaining the Antenna Structure or Licensee's Communication Equipment.

10. CO-LOCATION.

- A. Licensee shall be permitted to sublicense space in the License Area to any member of the Regional Wireless Cooperative ("RWC") in Licensee's sole discretion and without prior approval from Glendale. Licensee shall only co-locate RWC members. The Licensee shall at all times use reasonable efforts to cooperate with Glendale and any third parties in the co-location of additional communication equipment, facilities or structures in the License Area. The term "Sublicense" shall apply to any situation by which Licensee allows a member of the Regional Wireless Cooperative use of the Communication Equipment, whether it be by formal sublicense, license or other agreement. All rights and responsibilities of Licensee set forth in this Agreement shall be enjoyed by and be binding on any Sublessee. Licensee may not sublicense any ground space within the License Area to any third-party other than an RWC member without Glendale's prior written consent.

11. ASSIGNMENT.

- A. Licensee shall not assign its interest under this Agreement without the prior written consent of Glendale. Glendale may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit biographical and financial information to Glendale at least sixty (60) days prior to any transfer of Licensee's interest. After reviewing all materials submitted by the proposed assignee, Glendale, in its sole unreviewable discretion, approve or reject the proposed assignment. Any purported assignment that is not approved by Glendale is null and void and such assignee will not assume Licensee's rights and benefits under this Agreement.
- B. Licensee may, upon notice to Glendale, mortgage or grant a security interest in this Agreement and the Communication Equipment, and may assign this Agreement and the Communication Equipment to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In such event, Glendale shall execute such consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in any of the real property underlying the License Area.

12. PERFORMANCE BOND. Licensee agrees that it will require its contractor to, prior to commencement of construction, provide Glendale with a performance bond in the amount of \$200,000.00 for the duration of construction improvements. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and reasonably acceptable to Glendale's Project Manager.

13. TERMINATION BY GLENDALE.

- A. Glendale may terminate this Agreement for any of the following reasons upon thirty (30) day's written notice to Licensee:
 - 1. The failure of Licensee to perform any of its obligations under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be initiated or cured within the notice period, Licensee must commence and diligently pursue the cure to completion within 120 days of Glendale's Notice.
 - 2. The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the License Area pursuant to superior court order.
 - 3. The filing of any lien against the License Area, or against Glendale's underlying real property, because of any act or omission of Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by Licensee.
- B. Glendale may place Licensee in default of this Agreement by giving Licensee (thirty) 30 days' written notice of Licensee's failure to timely pay the fee provided for herein, if any, or any other charges required to be paid by Licensee pursuant to this Agreement. If Licensee does not cure the default within the 15-day notice period, Glendale may terminate this Agreement or to exercise any other remedy allowed by law or equity.
- C. If Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, Glendale may, upon written notice to Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. Glendale's acceptance of fees or charges Glendale for any period after a default by Licensee of any of its obligations shall not be deemed a waiver or estoppel of Glendale's right to terminate this Agreement for any subsequent failure by Licensee to comply with its obligations.
- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights to co-location, all rights of the Licensee's creditors, trustees and assigns, and all others similarly situated as to the License Area.

14. TERMINATION BY LICENSEE.

Licensee may terminate this Agreement for any of the following reasons upon thirty (30) day's written notice to Glendale:

- A. Issuance by a superior court of an injunction in any way preventing or restraining Licensee's use of any portion of the License Area and remaining in force for a period of thirty (30) consecutive days.
- B. The inability of Licensee to use any substantial portion of the License Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation, or because of fire, earthquake, monsoon, tornado, or similar casualty, or Acts of God or the public enemy.
- C. Upon ninety (90) days' written notice to Glendale, if Licensee is unable to obtain or maintain any license, permit or governmental approval necessary to the construction, installation or operation of the Communication Equipment.
- D. Provided Licensee is current in all of its financial obligations to Glendale, for any reason with sixty (60) days' written notice to Glendale.
- E. In order to exercise the termination provisions above, Licensee must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to Glendale.

15. INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless Glendale and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as "Glendale" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any negligent or intentional act or omission of Licensee or its agents, employees, contractors, sub-contractors, invitees, including other RWC members or third parties, (hereinafter referred to collectively as "Licensee" in this Section) in connection with Licensee's operations in the License area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. Glendale shall in all instances, except for loss, damages or claims resulting from the sole negligence or willful acts of Glendale, be indemnified by Licensee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence of Glendale. Glendale shall give Licensee prompt notice of any claim made or suit instituted that may subject Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. Glendale shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of Glendale's selection without relieving Licensee of any obligations hereunder. Licensee's obligations under this Section survive any termination of this Agreement or Licensee's activities in the License Area.

16. INSURANCE.

Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the License Area:

- A. Commercial general liability and property damage insurance in the amount of \$2,000,000 combined single limit per occurrence and \$5,000,000 general aggregate.
- B. Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles in the amount of \$2,000,000 combined single limit each accident for bodily injury and property damage per occurrence.

Such insurance shall be in a form from a company reasonably acceptable to Glendale and shall name Glendale as an additional insured. The insurance must also include contractual liability. Licensee shall provide appropriate certificates of insurance to Glendale for all insurance policies required by this Section. Glendale agrees that Licensee's self-insurance coverage is sufficient to meet the requirements of this section.

17. DAMAGE OR DESTRUCTION.

- A. If the License Area or any of Licensee's Improvements, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Licensee as set forth in Subsection B) to such an extent Licensee is prevented from continuing operations, Licensee shall have the option of either (1) rebuilding at the site or (2) giving Glendale written notice within ninety (90) days after the damage or destruction event has taken place of its intention to terminate the Agreement.
- B. If the License Area or any of Licensee's Improvements are damaged or destroyed by any cause whatsoever attributable in whole or in part to any act or omission of Licensee or its agents, employees or invitees, Subsection A shall not apply and this Agreement shall continue in full force or effect. Licensee shall promptly repair or rebuild the License Area or Licensee's Improvements used by Glendale, including the Communication Equipment.
- C. There shall be no obligation on the part of Glendale to reimburse Licensee for the loss or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of Glendale or its employees or agents. Licensee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

18. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Licensee's right to occupy the License Area and exercise the privileges and rights herein granted shall cease, and it shall surrender and leave the License Area in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by

Licensee on the License Area shall remain the property of Licensee, and Licensee shall have the right at any time during the term of this Agreement, and for an additional period of 180 days after its expiration, to remove the same from the License Area; provided that Licensee is not in default of any of its obligations hereunder and that Licensee shall repair, at its sole cost, any damage caused by such removal. Any of Licensee's Improvements not removed by Licensee within said 180-day period shall become a part of the Property, and ownership thereto shall vest in Glendale; or Glendale may, at the Licensee's expense, have Licensee's Improvements removed.

19. NOTICE.

Except as otherwise provided, all notices required or permitted to be given under this Agreement May be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO GLENDALE:	City of Glendale Attention: Construction Engineering Manager 5850 W. Glendale Avenue, Suite 315 Glendale, AZ 85301
WITH A COPY TO:	City of Glendale Attention: City Attorney 5850 West Glendale Avenue, Suite 450 Glendale, AZ 85301
TO LICENSEE:	City of Peoria, 8401 W. Monroe St. Peoria, Arizona 85345 Attention: Information Technology Department Site Name: Pyramid Peak
WITH A COPY TO:	City of Peoria Attention: City Clerk 8401 W. Monroe St. Peoria, AZ 85345

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

20. SEVERABILITY.

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

21. TAXES AND LICENSES.

- A. Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction evidenced to be assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on Glendale. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of Glendale, such tax shall also be paid by Licensee for the period this Agreement is in effect.
- C. Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

22. LITIGATION.

This Agreement shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between Glendale and Licensee arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Agreement and consent to a trial to the court.

23. RULES AND REGULATIONS.

Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall display to Glendale, upon request, any permits, licenses or other evidence of compliance with such laws.

24. RIGHT OF ACCESS/ENTRY.

- A. Glendale shall have right at all times to enter upon the License Area for any lawful purpose, provided such action does not unreasonably interfere with Licensee's use or occupancy of the License Area and that Glendale shall have access to the Communication Equipment itself only with a 24-hour notice, except in emergency situations.
- B. Without limiting the generality of Subsection A, Glendale and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the License Area at all times to make such repairs, replacements or alterations there to that may, in the opinion of Glendale, be deemed necessary or advisable and from time to time to construct or install over, in or under the License Area such systems or parts thereof and, in connection with such maintenance, use the License Area for access to other parts of the Property; provided that in the exercise of such right of access, repair, alteration or new

construction, Glendale shall not unreasonably interfere with the use and occupancy of the License Area by Licensee.

- C. If any of Licensee's Improvements shall obstruct the access of Glendale or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems in the Property, and thus shall interfere with the inspection, maintenance or repair of any such system, Licensee shall promptly provide necessary access, as directed by Glendale or utility company, to the system for inspection, maintenance or repair.
- D. Exercise of any of the foregoing rights by Glendale or others pursuant to Glendale's rights shall not constitute an eviction of Licensee, nor be made the grounds for any abatement of rent or claim for damages.

25. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

26. RELOCATION. Glendale shall not bear any cost of relocation of existing facilities, irrespective of the function served, where Glendale facilities or other facilities occupying the License Area or Glendale Right-of-Way in close proximity to the License Area, are already located and the conflict between the Licensee's potential Communication Equipment and existing facilities can only be resolved expeditiously, as determined by Glendale, by the movement of the existing Glendale or other permitted facilities.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE

Recommended by:

Kevin R. Phelps
City Manager

Date

CITY OF PEORIA

Recommended by:

Jeff Tyne
City Manager

Date

Approved and Accepted by:

Approved and Accepted by:

Jerry Weiers
Mayor

Date

Cathy Carlat
Mayor

Date

Attest by:

Attest by:

Julie K. Bower
Glendale City Clerk

Date

Rhonda Geriminsky
Peoria City Clerk

Date

Approval of 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.

Michael D. Bailey
Glendale City Attorney

Date

Stephen J. Burg
Peoria City Attorney

Date

EXHIBIT A
Site Plans
Site Plans available in the City Clerk's Office

EXHIBIT B
Access Easement
Access Easement available in the City Clerk's Office

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 3/20/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Bobby Ruiz, Fire Chief
SUBJECT: Memorandum of Understanding, Multiple Fire Departments and Fire Districts, Regional Grant, Virtual Incident Command Center

Purpose:

Discussion and possible action to approve a Memorandum of Understanding with the City of Maricopa through a regional grant allowing the Fire-Medical Department to participate in command officer training at the Virtual Incident Command Center.

Summary:

The Virtual Incident Command Center is a facility we currently use for command officer training and command officer promotional exams. With these grant funds we will be able to afford more classes, we will be able to send more personnel for training, and we will be reimbursed for all associated costs (class fees, overtime, and backfill overtime).

As part of a regional grant application for training of Command Officers at the VICC, the Peoria Fire-Medical Department applied for \$69,889 for class registration fees, overtime reimbursement dollars and overtime backfill dollars. There is a 15% match for this grant that will come out of existing overtime training dollars.

The particulars are as follows:

- The City of Maricopa shall serve as the primary grant recipient and administrative agent for the grant.
- The City of Scottsdale, The City of Maricopa, The City of Mesa, The Gilbert Fire & Rescue Department, The Peoria Fire-Medical Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, The Salt River Pima-Maricopa Fire Department, Gila River Fire Department, Rio Verde Fire District, and the Arizona Fire and Medical Authority will be the participating entities and sub-recipients in the grant.
- All Parties shall train command officers as specified in the grant through the Mesa Community College Virtual Incident Command Center ("VICC") located at 145 N. Centennial Way, Mesa, AZ 85201. This training shall consist of quarterly training for a period of one year.
- The Parties shall adhere to the 15% cost sharing requirements as contained in the grant and all other grant requirements.

Previous Actions/Background:

In June of 2016, City Council approved similar regional grant and the Fire-Medical department has been able to send a large number of members to training at the VICC.

Options:

A: Approve the request as proposed.

B: Reject the request and provide further guidance to staff.

Staff Recommendation:

This is a request for City Council to approve a Memorandum of Understanding with the City of Maricopa allowing the Fire-Medical Department to participate in the command officer training at the Virtual Incident Command Center (VICC) through a regional grant administered by the City of Maricopa.

Fiscal Analysis:

This is a \$69,889 grant that covers classes and overtime, with a 15% match by the city. The 15% match will come out of existing Fire-Medical Department allotted training dollars located in 1000-1240-510208 & 1000-1240-520511, so no additional dollars will be needed by the Fire-Medical Department.

Training Registration Fees	\$9,078 (1000-1240-520511)
Overtime Reimbursement	\$33,224 (1000-1240-510208)
Overtime Backfill Reimbursement	<u>\$27,587</u> (1000-1240-510208)
	\$69,889
15% Match By Peoria Fire-Medical	<u>(\$9,116)</u> (1000-1240-510208 & 520511)
<u>Total Grant Amount</u>	\$60,773

ATTACHMENTS:

MOU - VICC

Contact Name and Number:

Bobby Ruiz, (623) 773-7380

**Memorandum of Understanding
Between and Among
The City of Maricopa
And**

**The Arizona Fire and Medical Authority, City of Chandler, City of Mesa, City of
Peoria, City of Scottsdale, City of Sun City, Gila River Indian Community, Rio
Verde Fire District, Salt River Pima-Maricopa Indian Community, and The Town of
Gilbert**

This Memorandum of Understanding ("MOU") is entered into on February 20, 2018 ("Effective Date") between and among **The City of Maricopa**, located at 39700 West Civic Center Plaza, Maricopa, Arizona 85138, **Arizona Fire and Medical Authority**, located at 18818 N. Spanish Garden Drive, Sun City West, AZ 85375, **The City of Chandler**, located at 175 S. Arizona Ave., Chandler, AZ 85225, **The City of Mesa**, located at 20 E. Main Street Mesa, AZ 85201, **The City of Peoria**, located at 8401 W. Monroe St., Peoria, AZ 85345, **The City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, **The City of Sun City**, located at 10626 W. Thunderbird Blvd., Sun City, AZ 85351, **Gila River Indian Community**, located at 525 West Gu U KiSagation, AZ 85147, **Rio Verde Fire District**, located at 25608 N. Forest Rd., Rio Verde, AZ 85263, **Salt River Pima-Maricopa Indian Community**, located at 10005 E. Osborn Rd., Scottsdale, AZ 85256, and **The Town of Gilbert**, located at 50 E. Civic Center Dr., Gilbert, AZ 85296 hereinafter referred to collectively as "Parties" or individual as "Party").

IN ORDER to fulfill the obligations of a potential FEMA Assistance to Firefighters grant award, between and among the Parties, the Parties desire to identify mutual interests and set forth their intent to collaborate on grant related activities.

1. Intended Areas of Cooperation.

A. The City of Maricopa shall serve as the grant recipient and administrative agent for the grant.

B. The Arizona Fire and Medical Authority, City of Chandler, City of Mesa, City of Peoria, City of Scottsdale, City of Sun City, Gila River Indian Community, Rio Verde Fire District, Salt River Pima Maricopa, The Town of Gilbert will be participating entities in the grant.

C. All Parties shall train command officers as specified in the grant through the MCC Virtual Incident Command Center ("VICC") located at 145 N. Centennial Way, Mesa, Az. This training shall consist of Blue Card Certification and quarterly training for a period of one year commencing with the grant award as outlined in the grant proposal, subject to any revisions by the granting agency.

D. The Parties shall adhere to the 15% cost sharing requirements as contained in the grant.

E. The Parties shall adhere to the fiscal and programmatic reporting requirements specified in the grant award and to provide such information on a timely basis to the City of Maricopa.

F. The Parties anticipate several benefits of these collaborative activities, which may include but are not limited to:

- Improved outcomes of critical incident response;
- Improved outcomes of mutual aid; and
- Improved public safety.

2. Duration and Termination.

A. The Parties will implement this potential collaboration during the one-year period commencing on the Effective Date of the potential grant award that includes any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period.

B. Any Party may terminate its participation in this this MOU by providing at least sixty (60) days written notice to the other Parties unless such termination would affect the terms of the grant.

3. Use of Tradenames/Logos. The names, crests, and logos of each Party are the intellectual property of that Party and may not be used without that Party's prior express written permission for each specific usage.

4. Liability. Each Party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Parties, its officers, officials, agents, employees, or volunteers (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

5. Relationship. The Parties nor any personnel of any Party will for any purpose be considered employees or agents of the other Parties. Each Party assumes full responsibility for the actions of its personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

6. Arizona State Agency Provisions.

A. Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

B. Conflict of Interest. Each Party's participation in this MOU is subject to [Section 38-511 of the Arizona Revised Statutes](#) which provides that this MOU may be cancelled if any

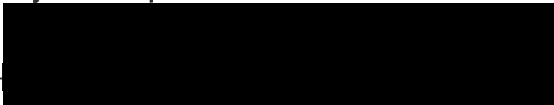
person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of a Party is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other Party to this MOU in any capacity or a consultant to any other Party with respect to the subject matter of this MOU.

C. Notice of Arbitration Statutes. As required by [Sections 12-133](#) and [12-1518 of the Arizona Revised Statutes](#), notice is provided that the Parties to this MOU will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this MOU if: (1) the court finds or the Parties agree that the amount in controversy does not exceed the jurisdictional limit established by rule of that court for mandatory arbitration, or (2) this agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars (\$100,000).

D. Contractor's Records. To the extent required by [Section 35-214 of the Arizona Revised Statutes](#), City of Maricopa agrees to retain all records relating to this MOU. The City of Maricopa agrees to make those records available at all reasonable times for inspection and audit by any of the other Parties or the Auditor General of the State of Arizona during the term of this MOU and for a period of five (5) years after the completion of this MOU. The records shall be provided to a location designated by the City of Maricopa.

E. Indemnification. Any other provision of this MOU to the contrary notwithstanding, the Parties acknowledge that the Parties are public institutions and any indemnification or hold harmless provision shall be limited as required by State law, including without limitation [Article 9, Sections 5](#) and [7](#) of the Arizona Constitution and [Sections 35-154](#) and [41-621 of the Arizona Revised Statutes](#).

The City of Maricopa

By: 

Name: Christian Price

Title: Mayor

Date: 2/21/18

Arizona Fire and Medical Authority

By: _____

Name: _____

Title: _____

Date: _____

The City of Chandler

By: _____

Name: _____

Title: _____

Date: _____

The City of Mesa

By: _____

Name: _____

Title: _____

Date: _____

The City of Peoria

By: _____

Name: _____

Title: _____

Date: _____

The City of Scottsdale

By: _____

Name: _____

Title: _____

Date: _____

The City of Sun City

By: _____

Name: _____

Title: _____

Date: _____

Gila River Indian Community

By: _____

Name: _____

Title: _____

Date: _____

Rio Verde Fire District

By: _____

Name: _____

Title: _____

Date: _____

Salt River Pima-Maricopa Indian Community

By: _____

Name: _____

Title: _____

Date: _____

The Town of Gilbert

By: _____

Name: _____

Title: _____

Date: _____



Gila River Fire Department

5002 N. Maricopa Road
P.O. Box 5083
Chandler, Arizona 85226
(520) 796-5900 Fax (520) 796-5919

January 18, 2018

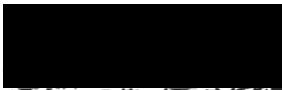
RE: East Valley Training Alliance

To Whom It May Concern:

This letter of commitment is to verify that the Gila River Fire department will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019. This training can include the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's Virtual Incident Command Center.

We agree that the City serving as the lead proposal entity for the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.



Thomas C. Knapp, Fire Chief
Gila River Fire Department





January 18, 2018

RE: East Valley Training Alliance

To Whom It May Concern:

This letter of commitment is to verify that the Gilbert Fire & Rescue department will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019. This training can include the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's Virtual Incident Command Center.

We agree that the City serving as the lead proposal entity for the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.


Cory Gerard
Deputy Chief- Organizational Development



Rio Verde Fire District
25608 North Forest Road
Rio Verde, AZ 85263
Phone: (480) 471-2304
Fax: (480) 471-1821

Date 1/17/18
RE: East Valley Training Alliance

To Whom It May Concern:

This letter of commitment is to verify that the ~~Rio Verde Fire~~ department will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019. This training can include the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's Virtual Incident Command Center.

We agree that the City serving as the lead proposal entity for the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.



J. Ducote ~~Fire Chief~~
(Fire Chief or Authorized Designee)



Salt River
PIMA-MARICOPA INDIAN COMMUNITY

10005 E. OSBORN RD. / SCOTTSDALE, AZ 85256-9722

PHONE (480) 362-7290 FAX (480) 362-7998

Salt River Fire Department

January 10, 2018

Reference: Assistance to Firefighters Grant
East Valley Training Alliance Letter of Commitment

To Whom It May Concern:

This letter of commitment is to verify that Salt River Fire Department will be participating in the *Regional Valley Training Alliance* if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2017-2018. This training can include Tactical Sets & Reps, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's *Virtual Incident Command Center*. We understand that there will be a host community that will serve as the lead proposal entity for the Alliance and, if funded, will serve as the administrative entity for the award. We understand that a Memorandum of Understanding (MOU) will be required between the host community and the participating departments prior to the time of the grant award. We also acknowledge that matching funds are a requirement of this grant. The projected percentage of matching funds for each department is 15%.

[REDACTED]
Daryl Dash
Salt River Fire Chief

January 10, 2018



Fire Department

8401 E. Indian School Road
Scottsdale, AZ 85251

PHONE 480-312-8000
FAX 480-312-1887
WEB www.ScottsdaleFD.com

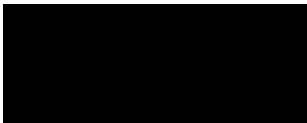
East Valley Training Alliance

To Whom It May Concern:

This letter of commitment is to verify that the City of Scottsdale Fire Department (SFD) will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019. This training may include but is not limited to the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. Such training will be offered at Mesa Community College's Virtual Incident Command Center.

SFD agrees that the City and its fire department serving as the lead proposal entity for the Alliance will serve as the administrative entity for the award.

SFD understands that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.



Date

1/10/18

Tom Shannon
Fire Chief
City of Scottsdale Fire Department

Sun City Fire District

January 18, 2019

RE: East Valley Training Alliance

To Whom It May Concern:

This letter of commitment is to verify that the Sun City Fire District will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019. This training can include the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's Virtual Incident Command Center.

We agree that the City serving as the lead proposal entity for the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.

Respectfully,

A black rectangular redaction box covering the signature of Ronald R. Deadman.

Ronald R. Deadman
Interim Fire Chief



City of Peoria Fire-Medical Department

8401 West Monroe Street, Peoria, Arizona 85345
Phone: 623-773-7279 Fax: 623-773-7295

January 17, 2018

East Valley Training Alliance

To Whom It May Concern;

This letter of commitment is to verify that the Peoria Fire-Medical Department will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019.

This training can include the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's Virtual Incident Command Center.

We agree that the City serving as the lead proposal entity for the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.

Sincerely,

Stacy A. Irvine
Deputy Fire Chief – Operations and Training



Commission on
Fire Accreditation
International

SERVING WITH: STRENGTH - HONOR - COMPASSION



ARIZONA FIRE & MEDICAL AUTHORITY

Protecting life and property and enhancing the well-being of all those we serve

January 17, 2018

RE: East Valley Training Alliance

To Whom It May Concern:

This letter of commitment is to verify that the Arizona Fire & Medical Authority will be participating in the Regional Valley Training Alliance if FEMA Fire Fighter Assistance grant funds are awarded for Fiscal Year 2018-2019. This training can include the Mass Casualty Incident/ Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program. This training will be offered at Mesa Community College's Virtual Incident Command Center.

We agree that the entity serving as the lead proposal agency for the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.

Respectfully,

Robert Biscoe, Fire Chief

*The Authority
proudly serves the
communities of:*

Coldwater Ranch

•

Corte Bella

•

Cross River

•

Dos Rios

•

Marisol Ranch

•

Pinnacle Peak

County Island

•

Rancho Cahuilla

•

Rancho Silverado

•

Rio Sierra

•

Sun City West

•

Sundero

•

Sun Lakes

•

Wittmann

*And other areas of
Maricopa County*



January 11, 2018

RE: Letter of Intent for East Valley Training Alliance

Dear Sir or Madam:

This letter of intent is to confirm that the City of Chandler Fire, Health & Medical Department ("CFHM") will participate in the Regional Valley Training Alliance upon the award of Fiscal Year 2018-2019 FEMA Fire Fighter Assistance grant funds and acceptance pursuant to an authorizing Resolution of the Chandler City Council of the grant funds.

The training may include the Mass Casualty Incident/Multi-Patient EMS training, Incident Command Workshops, Quarterly Training Sessions, and the Blue Card Certification Program and will be offered at Mesa Community College's Virtual Incident Command Center.

Chandler Fire, Health & Medical agrees that a participating member of the grant application will serve as the lead proposal entity and that the Alliance will serve as the administrative entity for the award.

We understand that a Memorandum of Understanding (MOU) will be required between the Administrative entity and the participating departments prior to the time of the grant award.

Sincerely,

[Redacted Signature]

Thomas Dwiggins, Fire Chief



Mailing Address
Mail Stop 801
PO Box 4008
Chandler, Arizona
85244-4008

Chandler Fire, Health & Medical Department
Telephone (480) 782-2120
Fax (480) 782-2125
Web www.chandleraz.gov/fire

Location
151 E. Boston Street
Chandler, Arizona
85225



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 2/28/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Rhonda Geriminsky, MMC, City Clerk
SUBJECT: Call and Notice of Election

Purpose:

Discussion and possible action to: (a) call a nonpartisan candidate Primary Election on August 28, 2018 and if necessary, a nonpartisan candidate runoff General Election on November 6, 2018; and (b) authorize staff to add additional issues to the ballot as directed by Council, or by appropriate administrative action.

Summary:

The terms for Mayor, and Councilmembers in the Acacia, Palo Verde, and Pine Districts expire January 2019. A Primary Election, and a possible run-off General Election, will be conducted to fill the upcoming vacancies.

The August 28, 2018 Primary Election and November 6, 2018 General Election ballots will contain the following for consideration by eligible voters:

- (a) Primary Election - Office of Mayor, and Councilmembers in the Acacia, Palo Verde, and Pine Districts,
- (b) General Election - Office of Mayor, and Councilmember in the Acacia, Palo Verde, and Pine Districts (as necessary), and
- (c) Additional items as directed by City Council, or by appropriate administrative action, if necessary.

Options:

A: Election procedures are mandated by Arizona State Statutes.

Staff Recommendation:

Staff recommends that Mayor and Council (a) call a nonpartisan candidate Primary Election on August 28, 2018 and if necessary, a nonpartisan candidate runoff General Election on November 6, 2018; and (b) authorize staff to add additional issues to the ballot as directed by Council, or by appropriate administrative action.

Fiscal Analysis:

The City Clerk's Office has budgeted a total of \$222,275.00 for the 2018 Primary and General Elections with approximately \$111,250.00 allocated for the Primary Election.

Contact Name and Number:

Rhonda Geriminsky, City Clerk, (623) 773-7340

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 3/21/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Adina Lund, P.E., Development and Engineering Director

SUBJECT: Abandonment of City Interest, Federal Patent Easement, 9989 West Calle Lejos

Purpose:

Discussion and possible action to adopt **RES. 2018-47** declaring an emergency to abandon City interest in a portion of a Federal Patent Easement, located in the vicinity of Lake Pleasant Parkway and Calle Lejos.

Summary:

This request comes from the Le Family who own the parcel west of the southwest corner of Lake Pleasant Parkway and Calle Lejos. Their parcel identified as Assessor Parcel Number 201-08-043C is currently encumbered by a 33-foot wide Easement for roadway and utilities along the northern and western boundaries. The property owners have requested the abandonment of the northern and western portions of the Easement within their parcel to allow greater development potential.

Previous Actions/Background:

Staff reviewed this request and has determined that the Easement that runs along the northern and western boundary of the parcel is no longer necessary for roadway and utility purposes. Letters from the existing utility companies giving their consent to the abandonment have also been received by staff.

Options:

A: City Council authorizes the abandonment, removing the Easement encumbrance from the property.

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

Staff Recommendation:

Staff recommends City Council approve the adoption of the attached Resolution authorizing the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities as recorded in Docket 3529 Page 184 located west of Lake Pleasant Parkway, south of Calle Lejos.

Fiscal Analysis:

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

ATTACHMENTS:

Vicinity Map

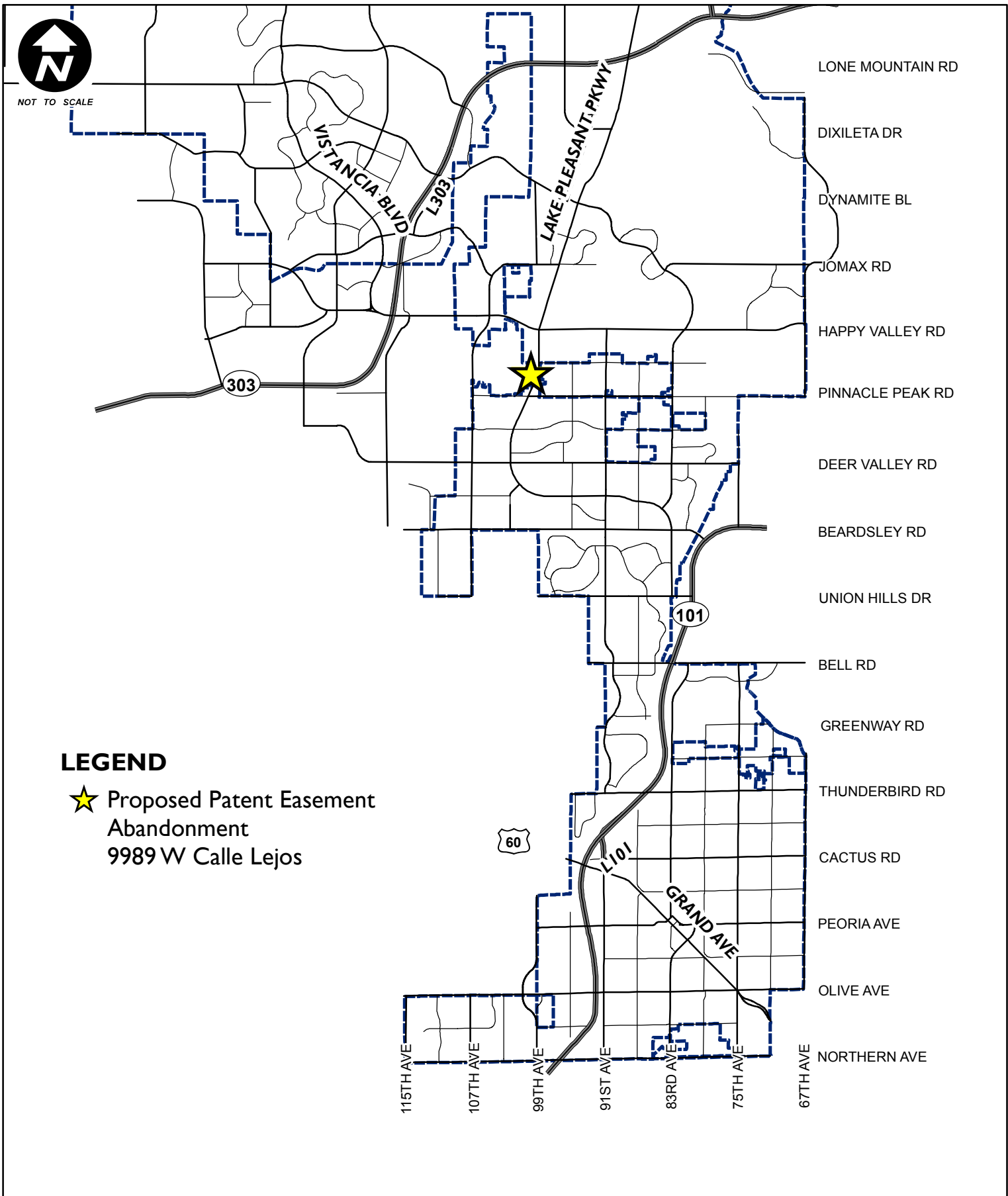
Location Map

Resolution

Resolution Exhibit A

Contact Name and Number:

Adina Lund, Development & Engineering Director, (623) 773-7249





City of Peoria

DEVELOPMENT & ENGINEERING

Patent Easement Abandonment
9989 W Calle Lejos

Location Map



LEGEND



Proposed Abandoned
Patent Easement



NOTE
Map based on imprecise source
information, subject to change and
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2018-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN PUBLIC RIGHTS-OF-WAY RESERVED FOR THE PUBLIC BY THE UNITED STATES OF AMERICA FOR ROADWAY AND PUBLIC UTILITIES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY PUBLIC RIGHTS-OF-WAY BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-500.24, the City Council of the City of Peoria is vested with the power to determine and find that a certain federal patent easement dedicated by the United States of America to public use may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-500.24, the City is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a portion of a certain Federal Patent Easement located in the City of Peoria, Maricopa County, Arizona, located west of Lake Pleasant Parkway south of Calle Lejos, and more specifically described on the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for Public Access and Public Utility purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that a portion of northern and western boundaries of a Federal Patent Easement dedicated by the United States of America for public access and public utilities as recorded in Docket 3529 Page 184 and more specifically set forth on Exhibit "A" attached to this Resolution be and are hereby declared abandoned as provided by Chapter 4, Article 8, Title 9 of the Arizona Revised Statutes.

Resolution No. 2018-47
Patent Easement Abandonment 9989
W. Calle Lejos
April 3, 2018
Page: 2 of 2

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

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

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

PASSED AND ADOPTED by the Mayor and Council of City of Peoria, Arizona this 3rd day of April, 2018.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen J. Burg, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description



EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION
PATENT EASEMENT ABANDONMENT

THE WEST 33.00 FEET THEREOF AND THE NORTH 33.00 FEET THERE OF
EXCEPT THE EAST 510.00 FEET THEREOF OF THE FOLLOWING DESCRIBED
PARCEL OF LAND AS RECORDED IN DOCUMENT NUMBER 1960-0012803
(DOCKET 3529 PAGE 184) RECORDS OF MARICOPA COUNTY, ARIZONA;

THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8,
TOWNSHIP
4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA
COUNTY, ARIZONA.

Page 1 of 2

Title: PATENT EASEMENT ABANDONMENT

Preparing Firm: Flahart Brothers Co. Inc.

Address: 1747 N. Acacia, Mesa, Az. 85213

Phone: 602-376-8630

Fax: 480-981-0109

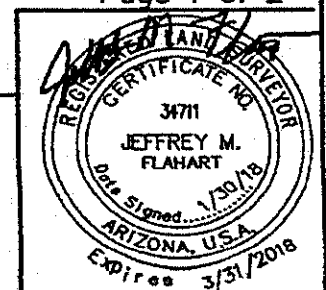
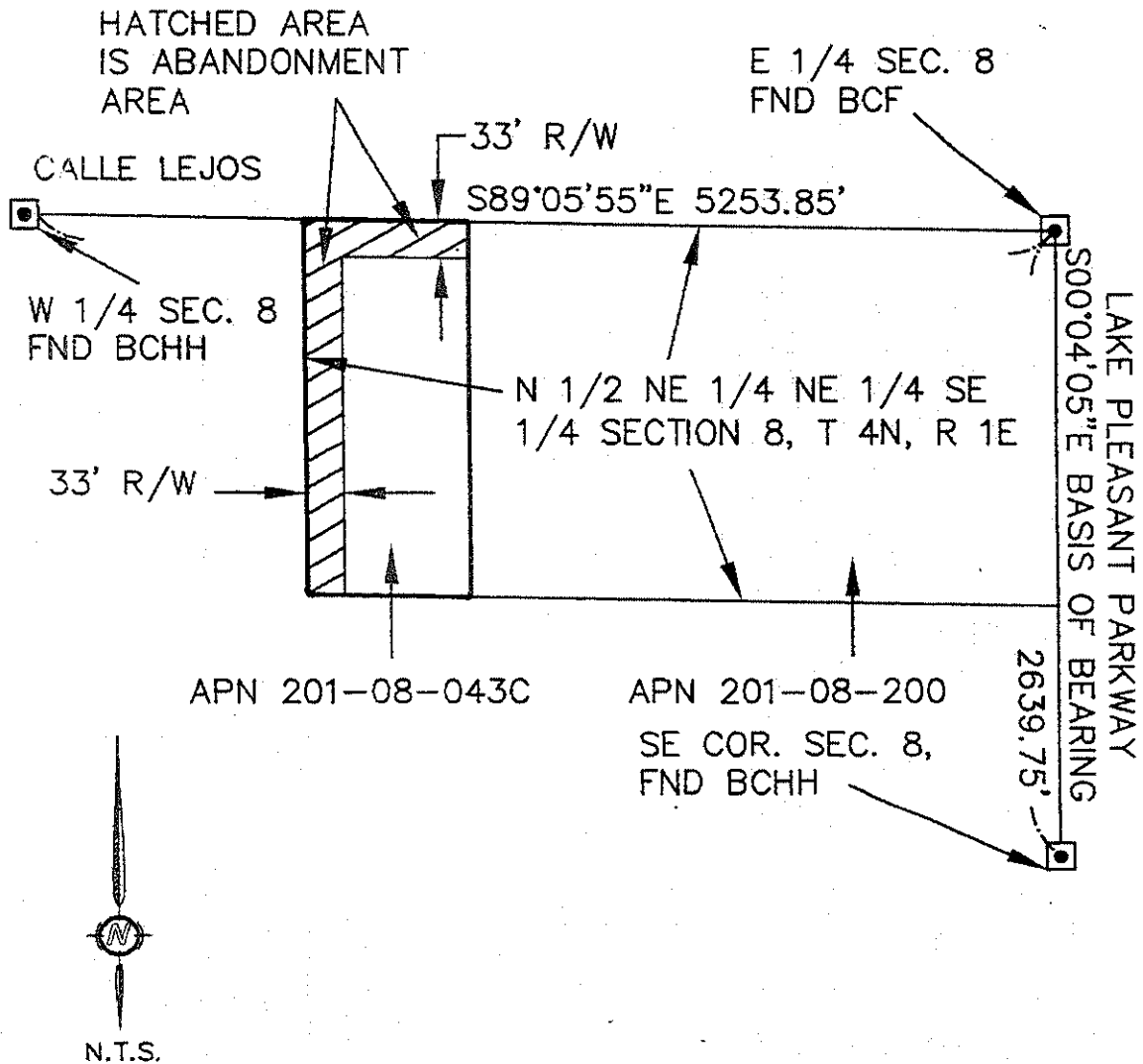




EXHIBIT A SKETCH



Page 2 of 2

Title: PATENT EASEMENT ABANDONMENT

Preparing Firm: Flahart Brothers Co. Inc.

Address: 1747 N. Acacia, Mesa, Az. 85213

Phone: 602-376-8630

Fax: 480-981-0109



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 3/21/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Adina Lund, P.E., Development and Engineering Director

SUBJECT: Power Distribution Easement, Salt River Project, Cactus Road Undergrounding

Purpose:

Discussion and possible action to adopt **RES. 2018-48** authorizing the City Manager to execute a Power Distribution Easement to Salt River Project (SRP) for the undergrounding of existing overhead lines along the north side of Cactus Road from approximately 69th Avenue to 71st Avenue.

Summary:

Funding is available to the City through SRP's Municipal Aesthetics Program, which allows municipalities to make improvements such as undergrounding overhead power lines within SRP's service area. Over the years staff has identified areas within the City to utilize these funds; one of the areas identified is Cactus Road from approximately 69th Avenue to 71st Avenue. Staff is working with SRP to underground the overhead power lines that run along the north side of Cactus Road.

Previous Actions/Background:

There has been no previous action by the City Council for this easement request.

Options:

A: Approve the adoption of the Resolution authorizing the execution of a Power Distribution Easement.

B: Deny adoption of the Resolution, which will result in the overhead power lines remaining in place.

Staff Recommendation:

Staff recommends City Council approve the adoption of the attached Resolution authorizing the City Manager to execute the Power Distribution Easement.

Fiscal Analysis:

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

ATTACHMENTS:

Vicinity Map

Location Map

Resolution

Resolution Exhibit A

Contact Name and Number:

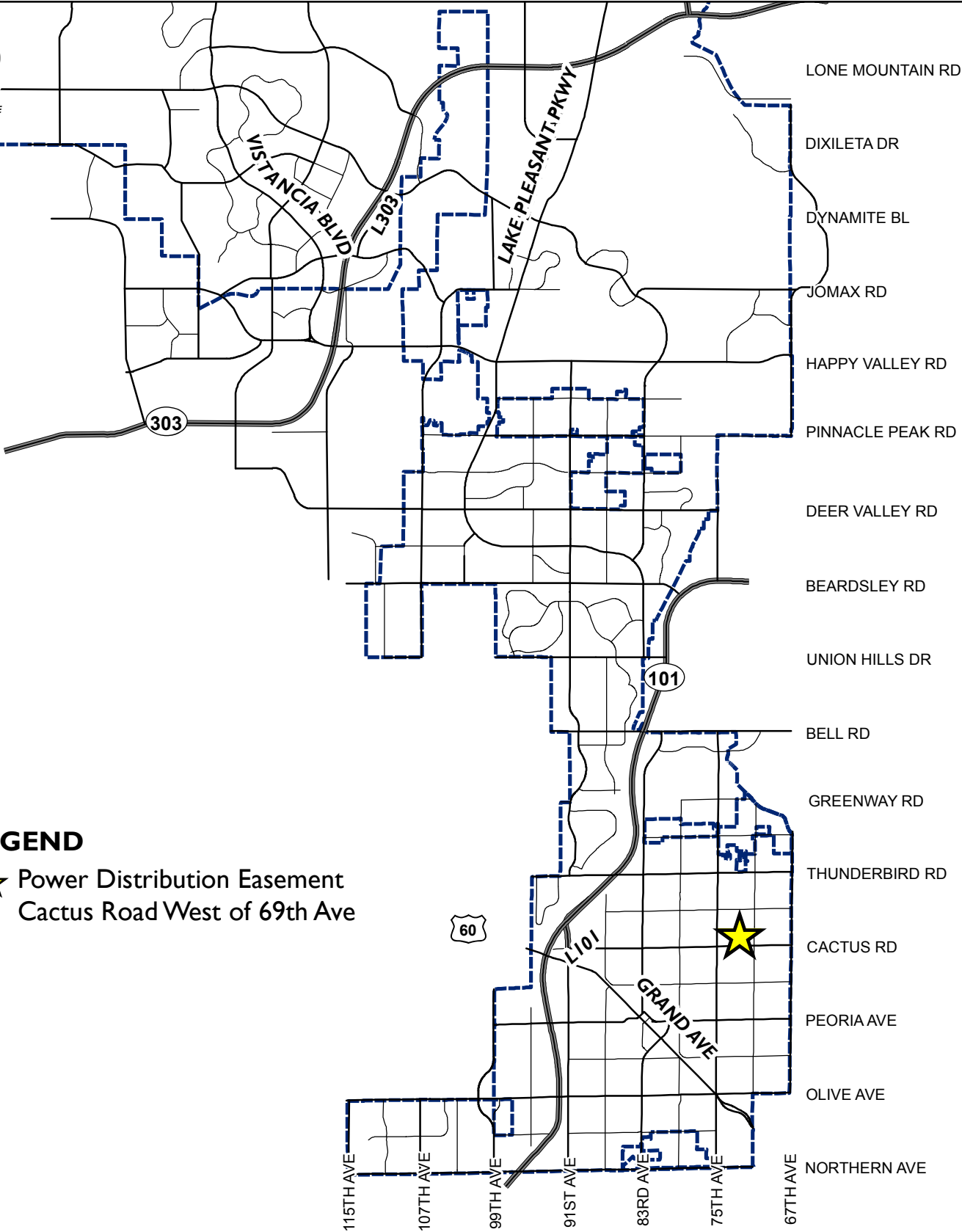
Adina Lund, Development & Engineering Director, (623) 773-7249



NOT TO SCALE

LEGEND

- ★ Power Distribution Easement
Cactus Road West of 69th Ave



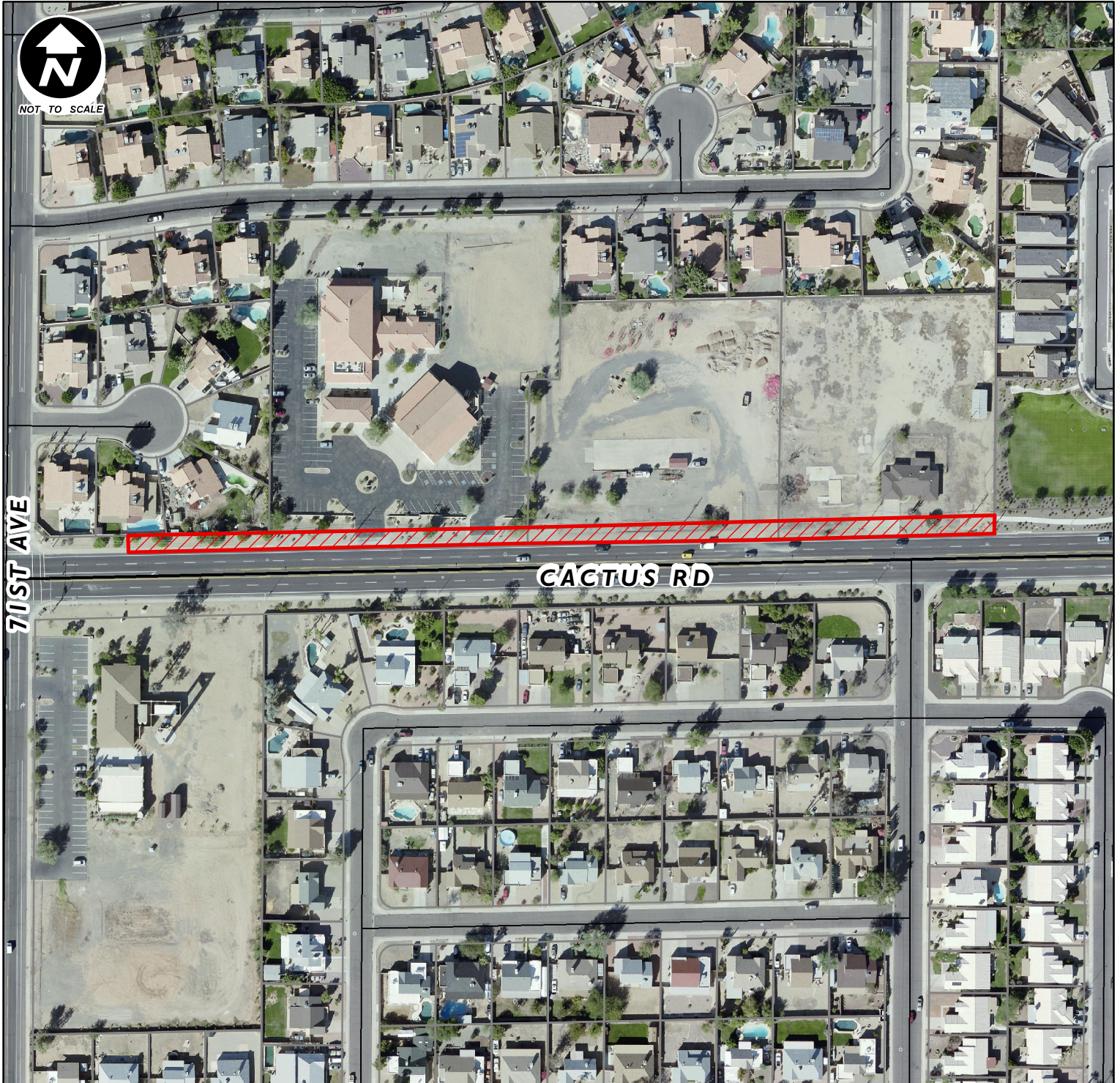


City of Peoria

DEVELOPMENT & ENGINEERING

Power Distribution Easement
Cactus Road West of 69th Avenue

Location Map



LEGEND



Cactus Road West of 69th Avenue
Power Distriubtion Easement



NOTE
Map based on imprecise source
information, subject to change and
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2018-48

RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF PEORIA, ARIZONA, AUTHORIZING THE
GRANTING OF A POWER DISTRIBUTION EASEMENT TO
SALT RIVER PROJECT FOR UNDERGROUNDING
OVERHEAD POWER LINES WITHIN THE CITY OF PEORIA.

WHEREAS, Salt River Project, has requested that the City of Peoria grant a Power Distribution Easement for the undergrounding of existing overhead power lines along the north side of Cactus Road from 69th Avenue to 71st Avenue.

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 the Power Distribution Easement to Salt River Project and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Power Distribution Easement, and authorize the City Manager to execute the Easement.

Resolution No. 2018-48
SRP Power Distribution Easement
April 3, 2018
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 3rd day of April, 2018.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen J. Burg, City Attorney

Attachment:

1. SRP Power Distribution Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County

SE ¼, Section 13, T03N, R01E

Agt. AL

Job # T2194717/ LJ67086

W AL C JZ 1-17-18

**CITY OF PEORIA,
An Arizona municipal corporation**

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

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

Grantor's Property:

A portion of the Southeast Quarter of Section 13, Township 03 North, Range 01 East, Gila and Salt River Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

DATE: 01/15/2018

LDWR NO: 17-0217-NM

TECH NAME: HICK

JOB NAME: CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS

TTRRSS: 3N1E13

PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 13, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 2669.61 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 157.95 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 44.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 199.99 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 10.16 FEET;

THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 329.84 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 8.60 FEET;

THENCE NORTH 00 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.01 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.41 FEET;

THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 163.92 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 19.28 FEET;

→ 1-17-18

DATE: 01/15/2018

LDWR NO: 17-0217-NM

TECH NAME: HICK

JOB NAME: CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS

TTRRSS: 3N1E13

PAGE: 2 OF 3

THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 252.94 FEET;
THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 158.47 FEET;
THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 88 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 9.02 FEET;
THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 99.97 FEET;
THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 8.50 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 8.50 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 92.25 FEET;
THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 91.77 FEET;
THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 8.50 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 8.50 FEET;
THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 191.94 FEET;

↓ 1-17-18

DATE: 01/15/2018

LDWR NO: 17-0217-NM

TECH NAME: HICK

JOB NAME: CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS

TTRRSS: 3N1E13

PAGE: 3 OF 3

THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 8.50 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 8.50 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 104.76 FEET;

THENCE SOUTH 01 DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 4.82 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.82 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 14.73 FEET;

THENCE SOUTH 00 DEGREES 37 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.50 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 548.26 FEET TO SAID
POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 10,013 SQUARE FEET, OR 0.23 ACRES, MORE OR LESS.

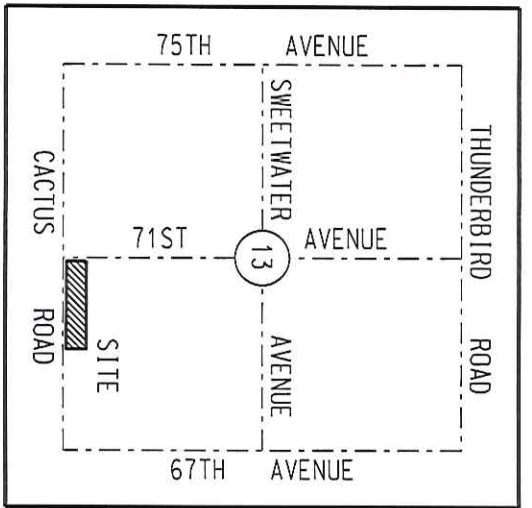
END OF DESCRIPTION

↓ 1.17.18



REGISTRATION
EXPIRES: 09-30-20

EXHIBIT "A"

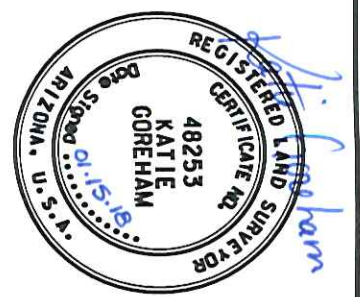


VICINITY MAP (N.T.S.)
T3N R1E
G&SRM



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED



REGISTRATION
EXPIRES: 09-30-20

CAUTION

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

NOTES

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

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

ABBREVIATION TABLE

M.C.R.	MARICOPA COUNTY RECORDER
LVI:	LAST VISUAL INSPECTION
N.T.S.	NOT TO SCALE
SRP	SALT RIVER PROJECT
BK	BOOK
PG	PAGE
DKT	DOCKET
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

NOTE: THIS PROJECT WORKS WITH T2194717/ 17-0883-NM

S:/Projects/20117/17-0217-NM/dgn/17-0217-NM.DGN

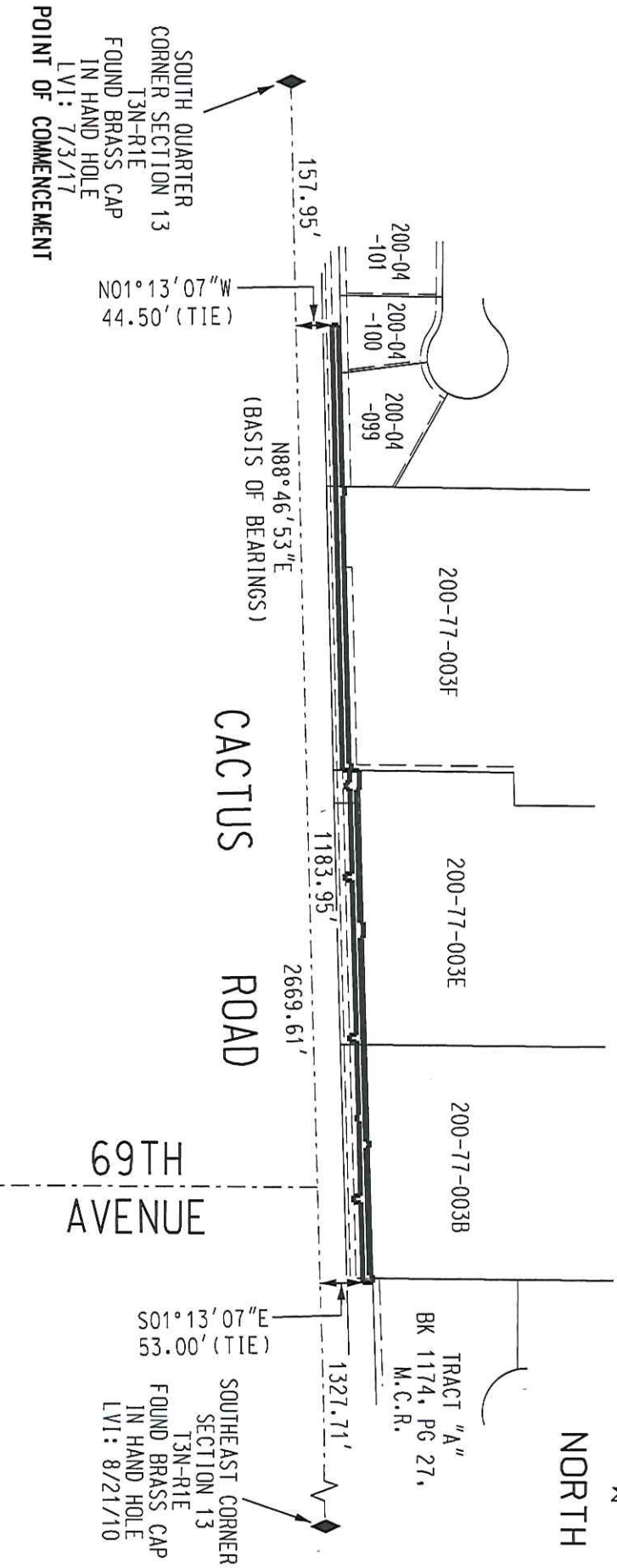
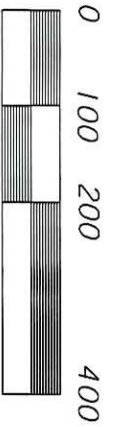
UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY, MARICOPA COUNTY, ARIZONA	
SALT RIVER PROJECT	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: 17-0217-NM	SCALE: N.T.S.
AMP/ I.O. NUMBER: T2194716	SHEET: 1 OF 6
AGENT: LAURENCE <i>1-17-18</i>	SHEET SIZE: 8.5"x11"
DRAWN: BH	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: BAFALOUKOS
DATE: 1/11/18	FIELD DATE: 8/23/17



SURVEY DIVISION
LAND DEPARTMENT

CUS UW CONV CACTUS RD:
69TH AVE TO 71ST AVE - AESTHETICS
SE1/4 SEC 13, T3N, R1E
5.6E - 15.0N

EXHIBIT "A"




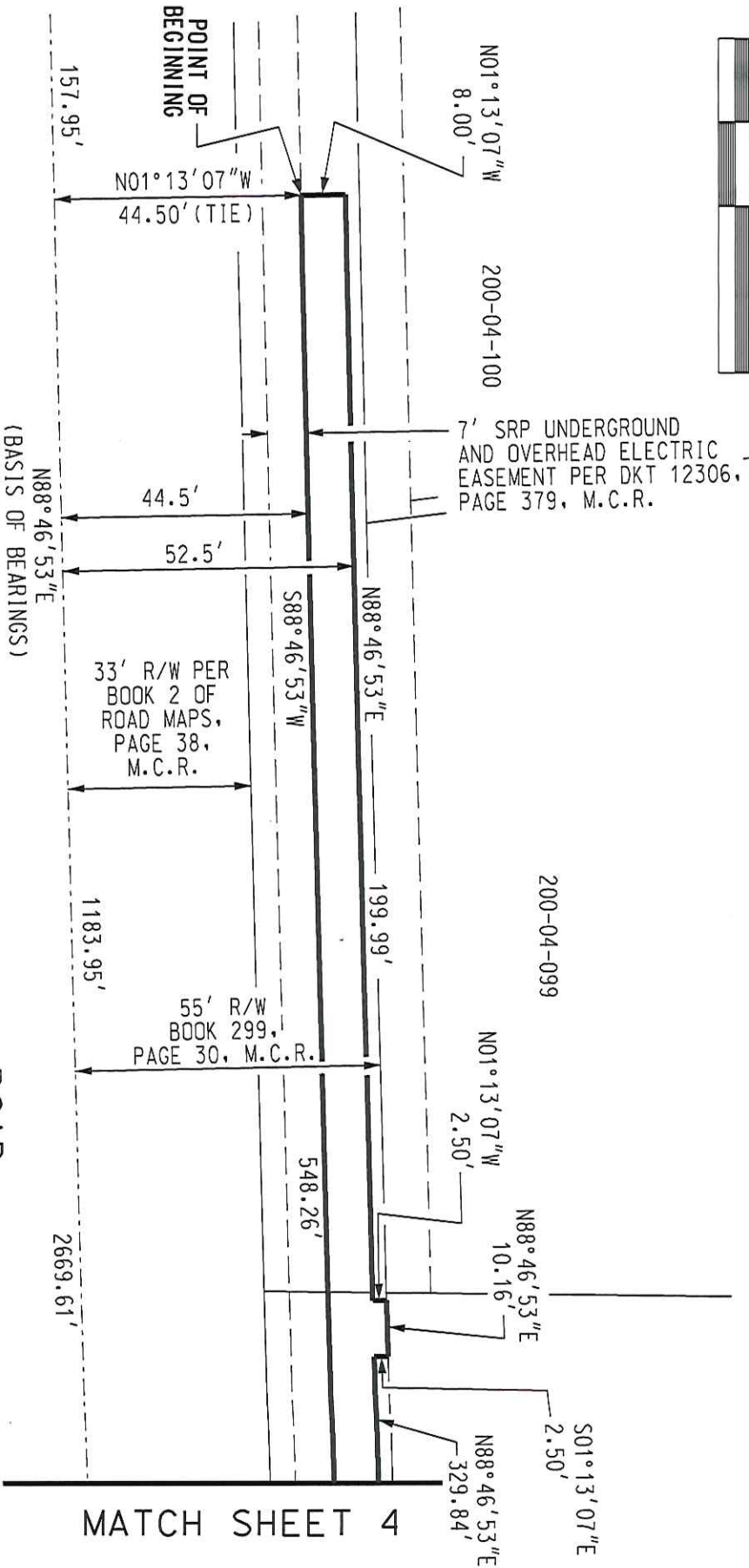
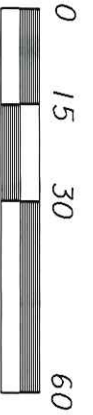
SALT RIVER PROJECT		SURVEY DIVISION	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT		LAND DEPARTMENT	
SRP LDWR NUMBER: 17-0217-NM	SCALE: 1" = 200'	<div>  </div>	
AMP / I.O. NUMBER: 12194716	SHEET: 2 OF 6		
AGENT: LAURENCE <i>dt 1.17.18</i>	SHEET SIZE: 8.5"x11"		
DRAWN: BH	REVISION: 0		
CHECKED BY: GOREHAM	CREW CHIEF: BAFALOUKOS		
DATE: 1/11/18	FIELD DATE: 8/23/17	CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS SE1/4 SEC 13, T3N, R1E 5.6E - 15.0N	

EXHIBIT "A"

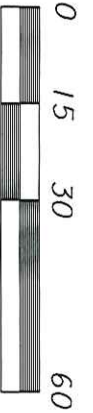


NORTH

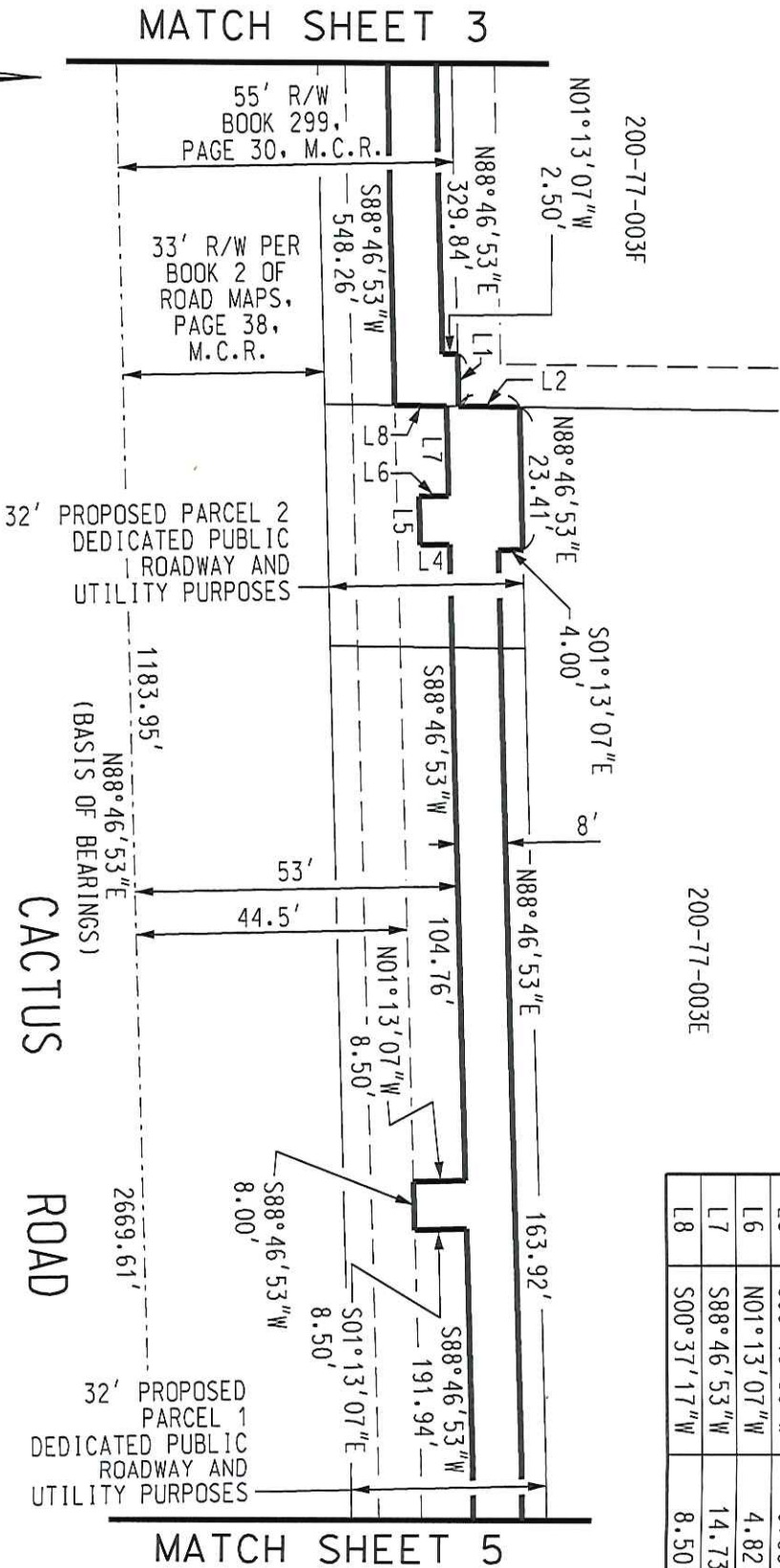


SALT RIVER PROJECT		SURVEY DIVISION	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT		LAND DEPARTMENT	
SRP LDWR NUMBER: 17-0217-NM	SCALE: 1" = 30'	CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS SE1/4 SEC 13, T3N, R1E 5.6E - 15.0N	
AMP/ I.O. NUMBER: T2194716	SHEET: 3 OF 6		
AGENT: LAURENCE <i>42 1-17-16</i>	SHEET SIZE: 8.5"x11"		
DRAWN: BH	REVISION: 0		
CHECKED BY: GOREHAM	CREW CHIEF: BAFALOUKOS		
DATE: 1/11/18	FIELD DATE: 8/23/17		

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°46'53"E	8.60'
L2	N00°37'17"E	10.01'
L4	S01°13'07"E	4.82'
L5	S88°46'53"W	8.00'
L6	N01°13'07"W	4.82'
L7	S88°46'53"W	14.73'
L8	S00°37'17"W	8.50'



NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 17-0217-NM	SCALE: 1" = 30'	
AMP/ I.O. NUMBER: T2194716	SHEET: 4 OF 6	CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS SE1/4 SEC 13, T3N, R1E 5.6E - 15.0N
AGENT: LAURENCE <i>12-1-17-18</i>	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALDUKOS	
DATE: 1/11/18	FIELD DATE: 8/23/17	

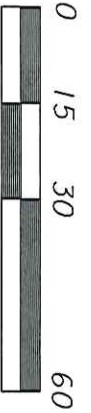


EXHIBIT "A"

MATCH SHEET 4

CACTUS ROAD

7' SRP UNDERGROUND
AND OVERHEAD ELECTRIC
EASEMENT PER DKT 12306,
PAGE 379, M.C.R.

33' R/W PER
BOOK 2 OF
ROAD MAPS,
PAGE 38,
M.C.R.

(BASIS OF BEARINGS)

1183.95'

2669.61'

MATCH SHEET 6

N01°13'07"W
4.00'

N88°46'53"E
163.92'

N88°46'53"E
19.28'

S01°13'07"E
4.00'

200-77-003E

32' PROPOSED
PARCEL 1
DEDICATED PUBLIC
ROADWAY AND
UTILITY

N88°46'53"E

N01°13'07"W
8.50'

S88°46'53"W
8.00'

S01°13'07"E
8.50'

S88°46'53"W
91.77'

200-77-003B

32' PROPOSED DEDICATED
PUBLIC RIGHT OF WAY
FOR PUBLIC ROADWAY AND
UTILITY PURPOSES

252.94'



NORTH


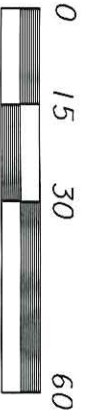
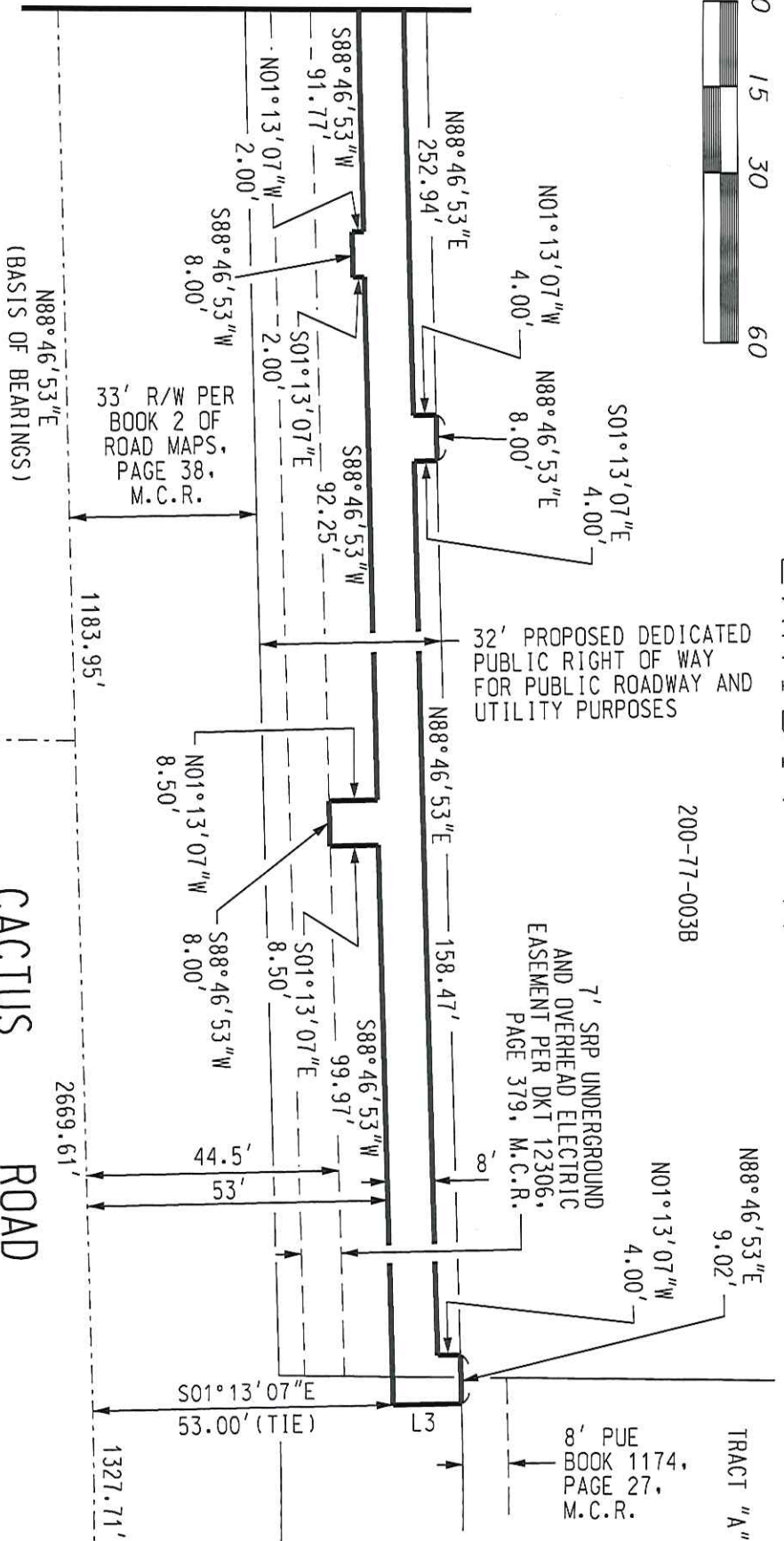
SALT RIVER PROJECT		 SURVEY DIVISION LAND DEPARTMENT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT		
SRP LDWR NUMBER: 17-0217-NM	SCALE: 1" = 30'	
AMP/ I.O. NUMBER: T2194716	SHEET: 5 OF 6	
AGENT: LAURENCE <i>42 117-16</i>	SHEET SIZE: 8.5"x11"	
DRAWN: BH	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: BAFALOUKOS	
DATE: 1/11/18	FIELD DATE: 8/23/17	CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS SE1/4 SEC 13, T3N, R1E 5.6E - 15.0N

EXHIBIT "A"



MATCH SHEET 5



69TH AVE

CACTUS ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S01°13'07"E	12.00'



NORTH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT	
SRP LDWR NUMBER: 17-0217-NM	SCALE: 1" = 30'	CUS UW CONV CACTUS RD: 69TH AVE TO 71ST AVE - AESTHETICS SE1/4 SEC 13, T3N, R1E 5.6E - 15.0N	
AMP/ I.O. NUMBER: 12194716	SHEET: 6 OF 6		
AGENT: LAURENCE	SHEET SIZE: 8.5"x11"		
DRAWN: BH	REVISION: 0		
CHECKED BY: GOREHAM	CREW CHIEF: BAFALOUKOS		
DATE: 1/11/17	FIELD DATE: 8/23/17		

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 3/21/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Final Plat, The Meadows Parcels 7 & 8 – Phase 1, 95th Avenue and Pinnacle Peak Road

Purpose:

Discussion and possible action to approve a Final Plat of The Meadows Parcels 7 & 8 – Phase 1, located on 95th Avenue and Pinnacle Peak Road, subject to stipulations.

Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water/sewer service area. This final plat creates a total of 192 new lots within the Meadows community. All internal roadways are public and will be maintained by the City.

Previous Actions/Background:

The preliminary plat for The Meadows Parcels 7 and 8 was reviewed by the City and completed in August 2016. The preliminary plat was then broken into two phases.

Options:

A: The Final Plat has been approved through the Development and Engineering 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 Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final

Plat.

2. An approval of design from the Development & 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.

Fiscal Analysis:

No fiscal impact.

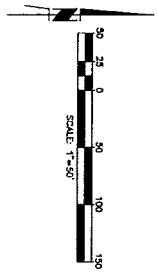
ATTACHMENTS:

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Adina Lund, Development and Engineering Director, (623) 773-7249

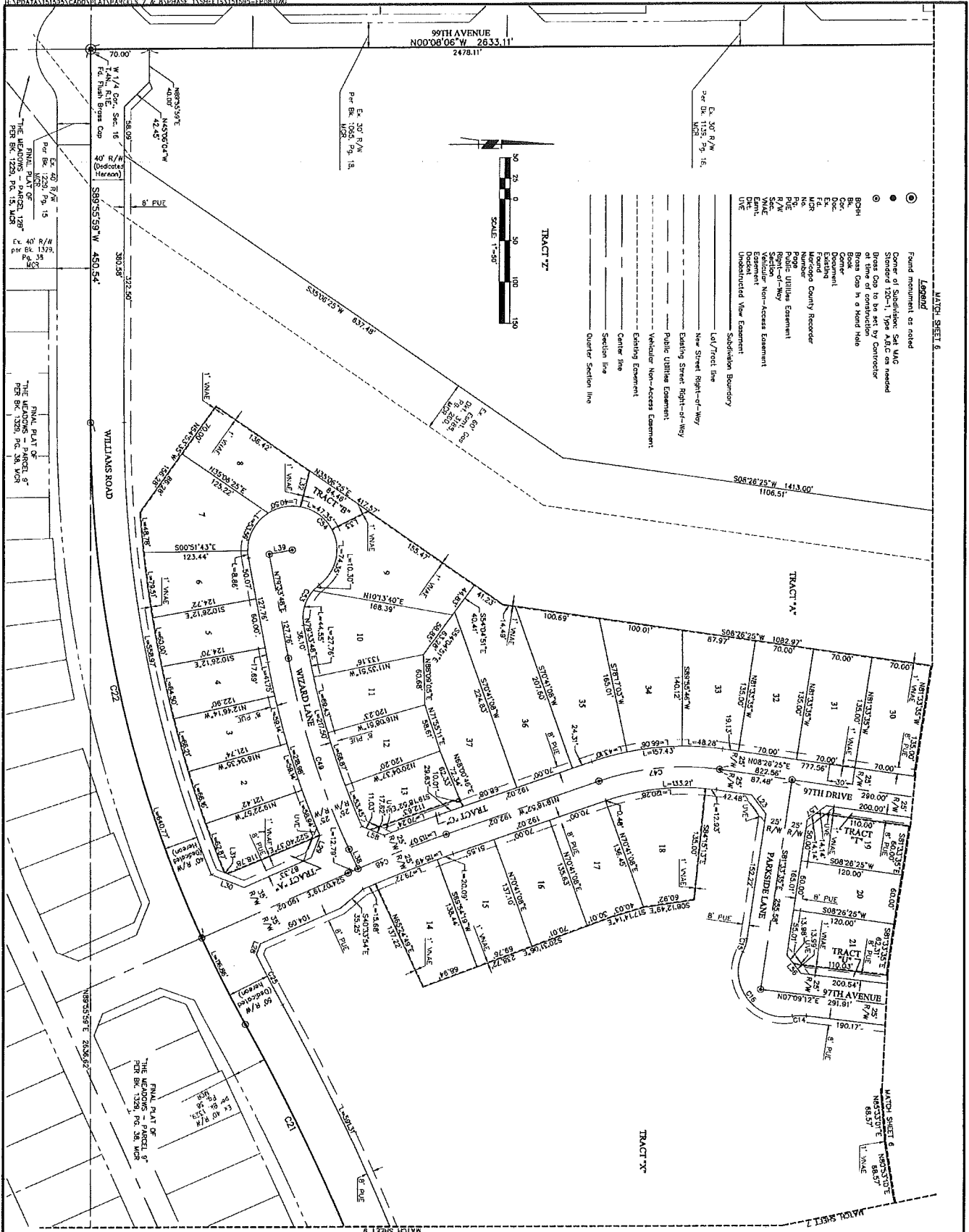


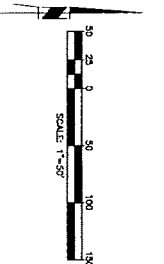


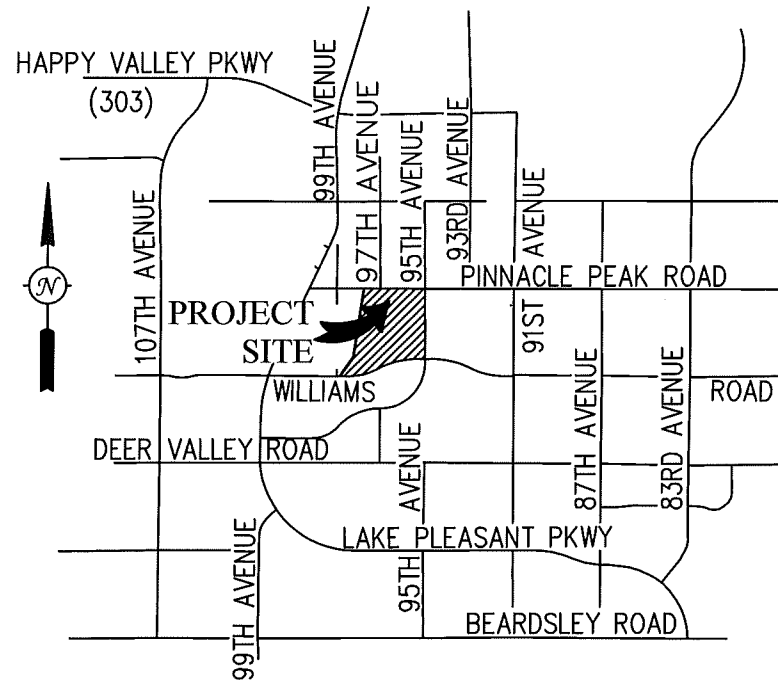
PROJECT COORDINATOR		
SCOTT A. NELSON, RLS		
FILE SYMBOL	EXPANDED	CHRONIC
GWF	JLA	SAN
DESCRIPTIVE	FOR RLS	EXPANDED

Michael Baker
INTERNATIONAL

2929 NORTH CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85012-2794
602.279.1234 • FAX 602.279.1411
www.MBAKEPRINTL.com







VICINITY MAP

NTS

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 3/22/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Final Plat, The Meadows Parcels 7 & 8 – Phase 2, 99th Avenue and Pinnacle Peak Road

Purpose:

Discussion and possible action to approve a Final Plat of The Meadows Parcels 7 & 8 – Phase 2, located on 99th Avenue and Pinnacle Peak Road, subject to stipulations.

Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water/sewer service area. This final plat creates a total of 88 new lots within the Meadows community. All internal roadways are public and will be maintained by the City.

Previous Actions/Background:

The preliminary plat for The Meadows Parcels 7 and 8 was reviewed by the City and completed in August 2016. The preliminary plat was then broken into two phases. Phase 1 is on the Council agenda for April 3, 2018, and will be recorded prior to Phase 2.

Options:

A: The Final Plat has been approved through the Development and Engineering 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 Recommendation:

This is a request for City Council to approve a Final Plat of The Meadows Parcels 7 & 8 – Phase 2, located on 99th Avenue and Pinnacle Peak 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 plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the Development & 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.

Fiscal Analysis:

No fiscal impact.

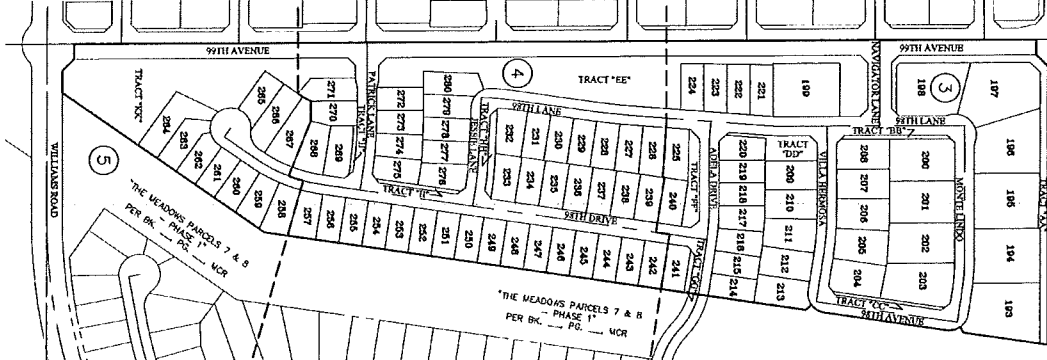
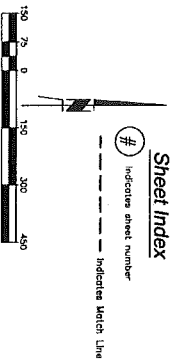
ATTACHMENTS:

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Adina Lund, Development and Engineering Director, 623-773-7249



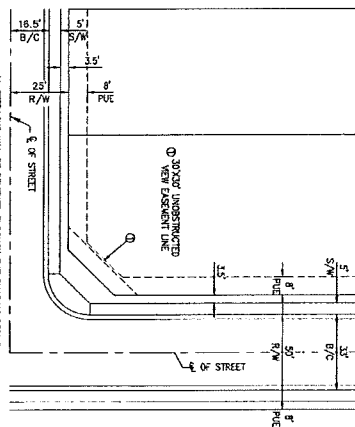
Sheet Index

— indicates sheet number

NOTES

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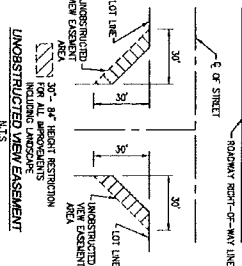
LOT BUILDING SETBACK DETAIL

[illegible]

Line #	Direction	Length	Line #	Direction	Length
L1	S62°03'W	171.51	L26	S58°50'W	272.23
L2	S107°19'E	20.20	L27	N45°26'25"E	29.68
L3	S59°56'W	56.00	L28	N40°23'12"E	27.61
L4	N45°00'W	42.45	L29	S55°36'23"W	28.82
L5	N44°50'W	42.46	L30	S58°35'25"E	28.68
L12	S65°27'E	34.66	L31	N45°26'22"E	28.68
L13	N02°36'E	10.37	L32	S58°35'38"E	19.86
L14	N02°35'W	46.27	L33	S58°35'38"E	19.86
L15	N45°33'W	28.07	L34	N28°14'18"E	24.81
L16	N01°35'W	44.07	L35	S47°07'56"E	15.67
L17	N44°52'W	28.28	L36	S45°07'56"E	15.67
L18	N44°50'W	28.28	L37	S81°35'5"E	112.74
L19	S53°23'W	28.24	L38	S47°07'56"E	28.67
L20	N03°27'2"E	28.28	L39	S44°50'04"W	28.28
L21	S45°00'W	28.28	L40	S45°04'04"W	28.28
L22	S45°34'W	28.28	L41	N44°53'56"E	28.27
L23	N40°26'W	35.06			
L24	N48°35'E	38.66			

Curve #	Length	Radius	Delta	Tangent	Chord Beg	Chord
C1	38.00'	50.00'	04-30-42"	20.02'	N13722.53°W	37.17'
C2	40.42'	50.00'	04-05-30"	21.28'	N15729.41°E	39.15'
C3	74.78'	500.00'	008-34-10"	37.45'	N65-50-54°W	74.71'
C4	119.27'	800.00'	008-34-10"	59.48'	N65-50-54°W	119.46'
C5	24.00'	300.00'	00-43-35-45"	12.04'	N00-00-04°E	24.00'
C6	24.00'	300.00'	00-43-35-45"	12.04'	S87-50-14°E	24.00'
C7	89.80'	600.00'	008-34-10"	44.88'	N65-50-54°W	88.72'
C8	15.32'	200.00'	04-23-24"	7.67'	N79-21-31°W	15.32'
C9	138.81'	2000.00'	003-35-48"	69.42'	N08-27-02°E	138.88'
C10	81.35'	800.00'	005-49-37"	40.67'	S05-51-36°W	81.35'
C11	61.02'	600.00'	002-49-37"	30.54'	N21-46-25°E	61.99'
C12	148.40'	400.00'	028-40-20"	94.80'	N21-46-25°E	154.49'
C13	148.40'	1000.00'	028-40-20"	74.38'	N65-48-48°E	148.34'
C14	119.69'	55.00'	12-47-30"	104.45'	S44-52-04°W	91.45'
C15	78.54'	50.00'	09-00-00"	50.00'	N39-53-35°W	70.71'
C16	78.54'	50.00'	09-00-00"	50.00'	N53-28-55°E	70.71'
C17	73.48'	50.00'	09-10-25"	50.55'	S41-50-39°E	71.38'
C18	54.65'	50.00'	06-29-10"	30.45'	N66-31-56°E	50.45'
C19	234.64'	53.00'	24-25-10"	66.74'	S22-28-04°E	230.20'
C20	16.65'	55.00'	07-20-23"	8.39'	N81-48-21°W	16.65'
C21	15.65'	55.00'	07-20-23"	8.39'	S81-27-07°E	15.65'
Tie-in Table *						
Third Unsegs						
Aves						
AA	Open Space and Public Utilities Easement					
	7443.36 Sq. Ft.	0.2609 Acres				
BB	Open Space and Public Utilities Easement					
	2728 Sq. Ft.	0.0626 Acres				
CC	Open Space and Public Utilities Easement					
	2280 Sq. Ft.	0.0519 Acres				
DD	Open Space and Public Utilities Easement					
	1449.92 Sq. Ft.	0.0329 Acres				

* USES LISTED HEREON MAY NOT BE THE ENTIRE TRACT - REFER TO THE TRACT MAP FOR EXACT LOCATION OF EACH USE/EASEMENT WITHIN THE TRACT.



R160079

2
PROJECT NUMBER
151595

Camino A Lago, LLC

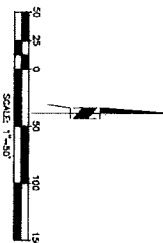
"The Meadows Parcels 7 & 8 - Phase 2"

Final Plat

Michael Baker

2929 NORTH CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85012-2794
602.279.1234 • FAX 602.279.1411

SCOTT A. NELSON, RLS		
FUGITIVE INFORMATION		
SCOTT A. NELSON, RLS		
FILE NUMBER	DATE	0
G/F	JA/K	5
REMARKS	REMARKS	5

[illegible]

UNIVERSITY, FLORIDA
3/5/2018
LATEST RECEIPT DATE

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SCOTT A
NELSON
APR 04 2018
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ST. JOHNS COUNTY

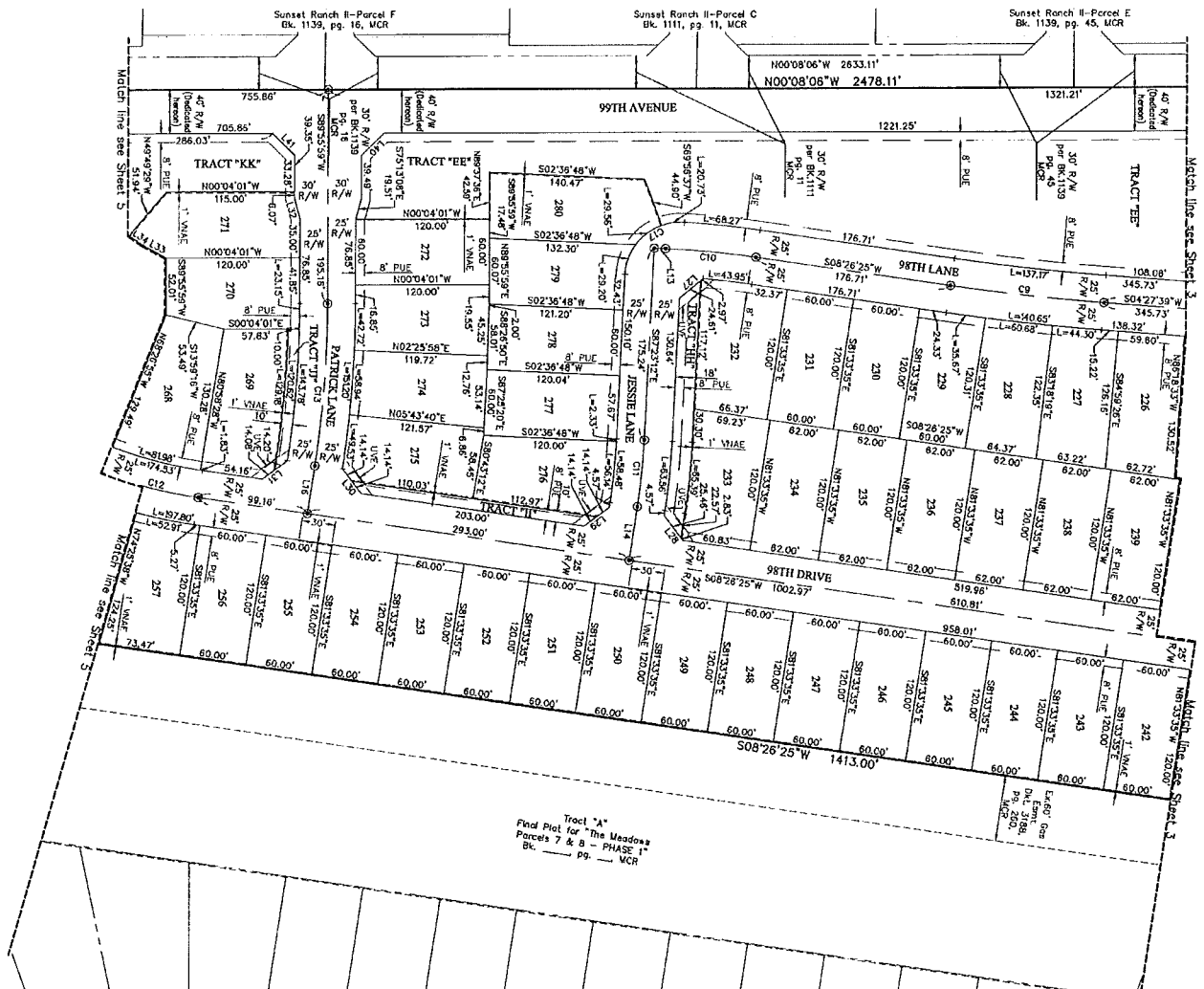
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PRODUCT NUMBER
151595

OWNER/CLIENT	Camino A Lago, LLC
PROJECT NAME	"The Meadows Parcels 7 & 8 - Phase 2"
PLAN TYPE	Final Plat

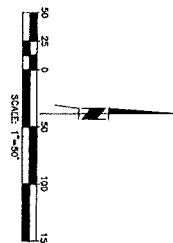
Michael Baker
INTERNATIONAL

2020 NORTH CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85012-2794
602.279.1234 • FAX 602.279.1411
www.MBAKEPRINTL.com

SCOTT A. NELSON, PLS		
PROJECT COORDINATOR		
SCOTT A. NELSON, PLS		
FIELD SUPERVISOR	CHARTERED	CHARTERED
QJ	JA/JK	X/SA
RECORDS/CLERK	RECORDS	RECORDS
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RECORDS		

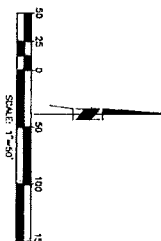


Tract "A"
Find Plat for "The Meadows"
Parcels 7 & 8 - PHASE 1"
Bk. _____ pg. _____ MCR

[illegible]

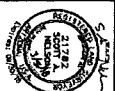
R160079

[illegible]



Found monument on lot
 Corner of Subdivision: Lot 4, M-6
 Standard 120'-1, Type A-6C on recorded
 Easement Map to be set by Contractor
 at time of construction
 Bonus Day in a Hand Hole
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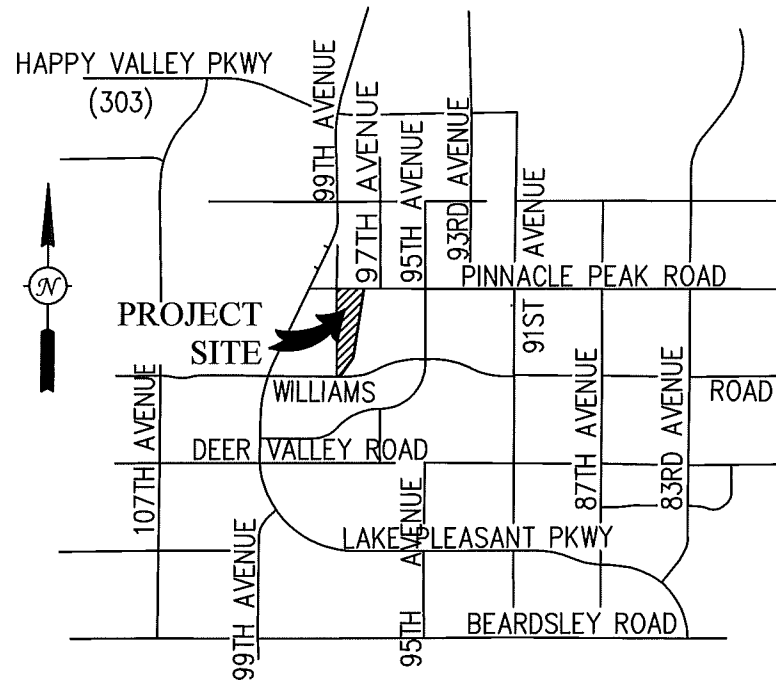


DRAWN BY/DEVELOPER	Camino A Lago, LLC
PROJECT NAME	"The Meadows Parcels 7 & 8 - Phase 2"
PLAT TYPE	Final Plat

Michael Baker
INTERNATIONAL

2829 NORTH CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85012-2794
602.279.1234 • FAX 602.279.1411
www.MBAKEPINTL.com

REVENUE OFFICE/Portland		
SCOTT A. NELSON, RLS		
PROJECT COORDINATOR		
SCOTT A. NELSON, RLS		
FIELD SERVICE CLF	DESIGN JA/W	DESIGN JK/SAL
DESIGN/PLANNING	DESIGN	DESIGN
OFFICE DESIGN		



VICINITY MAP

NTS

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13.

Date Prepared: 3/22/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Rhonda Geriminsky, City Clerk
SUBJECT: Council Calendar

Summary:

To provide the Mayor and City Council with the City Council Calendar for April and May.

ATTACHMENTS:

April
May

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

[<< Previous Month](#)**APRIL 2018**[Next Month >>](#)

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26	27	28	29	30	31
1	2	3 3:00 PM Special City Council Meeting & Executive Session 7:00 PM City Council Meeting	4	5	6	7
8	9 5:00 PM Budget Study Session	10 5:00 PM Budget Study Session	11	12 5:00 PM Budget Study Session (If required)	13	14
15	16	17 5:00 PM Special City Council Meeting & Executive Session 7:00 PM City Council Meeting	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

[<< Previous Month](#)**MAY 2018**[Next Month >>](#)

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	1 5:00 PM Special City Council Meeting & Executive Session 7:00 PM City Council Meeting	2	3	4	5
6	7	8 5:30 PM Council Boards and Commission Subcommittee Meeting	9	10	11	12
13	14	15 5:00 PM Special City Council Meeting & Executive Session 7:00 PM City Council Meeting	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14.A.

Date Prepared: 3/20/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Barry Houg, Acting Management and Budget Director
SUBJECT: Fiscal Year 2019 Budget Presentation

Summary:

City Manager Jeff Tyne will be delivering the proposed FY 2019 Budget to the Mayor and Council. The presentation will include a brief economic and financial overview and highlight the budget approach and key aspects of the spending plans.

The CIP and Operating Budgets will be reviewed at the City Council Budget Study Sessions scheduled for the evenings of April 9th and 10th.

Staff Recommendation:

Present the Mayor and Council with the Fiscal Year 2019 Council Budget Study Session workbooks outlining the proposed spending plans for Fiscal Year 2019.

Contact Name and Number:

Barry Houg (623) 773-7174

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14.B.

Date Prepared: 3/22/2018

Council Meeting Date: 4/3/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Roy W. Minter, Jr., Chief of Police
SUBJECT: Smart 911 Program

Summary:

The Peoria Police Department will be implementing the Smart 911 Program. This program is voluntary and allows subscribers to attach pertinent information of their choosing, such as emergency contacts, medical information, etc, to their phone number. When a subscriber calls 911, this information becomes available to the emergency dispatcher and ensures critical information is communicated to first responders prior to them arriving at the incident. This free service saves time and allows first responders to better serve the caller, especially when the caller is distraught.

In conjunction with National Telecommunicators Week, a brief presentation will be made regarding the implementation of the Smart 911 Program. This presentation will describe the:

- Smart 911 Program
- Benefits of the Program
- Program Implementation Plan
- Program Schedule

ATTACHMENTS:

Smart 911

Contact Name and Number:

Roy W. Minter, Jr., Chief of Police, (623) 773-7059

How It Works



Sign Up for Smart911
and create a secure Safety
Profile for your household.

Security and Privacy



You Decide What to Include

Provide as much or as little information as you want. Smart911 only asks for information that is relevant to aid emergency response.



Only Seen If You Call 9-1-1

Your information is only available to 9-1-1 call takers and first responders if you have an emergency.



Keep Your Loved Ones Safe.

Smart911 is the only way to provide lifesaving information directly to 9-1-1 and first responders in an emergency.

Smart911 is free, private, secure, and protects **over 31 million people** nationwide.



If you ever call 9-1-1,
the call taker can see the
emergency information you
want them to see.



Emergency Responders
can then use this key
information to help you
faster and more efficiently.



Industry Leading Security

Your information is housed in top-tier secure facilities complete with 24/7 physical security, video surveillance, and alarms. We utilize the same SSL certificate authority and encryption technologies used by leading financial institutions.

As Seen On...



Smart911.comTM

Because every second counts. Sign up today.



Smart911.comTM

Because every second counts. Sign up today.

99%

of Smart911 users would recommend Smart911 as an essential tool for personal safety.

11 minutes

The amount of time saved by Smart911 in response to a house fire in Michigan, saving the homeowner's life.

31.1 million

The number of residents protected by Smart911 nationwide.

What Can My Smart911 Safety Profile Include?



Family

Include all members of your household, including their photos. You can also add all landlines and mobile numbers and who they belong to.



Address Details

Let responders know how to access your home, bedrooms, utility shut offs, and if you live in a multi-unit building.



Medical Information

EMS can be aware of medical conditions, medications, and if special equipment will be needed in an emergency.



Animals

Add your pets, service animals, and livestock, including their names and vet information so responders are aware of them if they need to enter your home.



Vehicles

Add details such as make, model, and license plate number in the event of an accident.



Emergency Contacts

Include family members, friends, or neighbors who should be contacted in the event of an emergency.

