

Mayor
Cathy Carlat

Mesquite
District
Bridget
Binsbacher,
Vice Mayor

Acacia
District
Vicki Hunt,
Mayor Pro Tem

Ironwood
District
Bill Patena

Palo Verde
District
Michael Finn

Pine
District
Denette Dunn

Willow
District
Jon Edwards

City Council Meeting Notice & Agenda

Tuesday, June 4, 2019
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345



Special Meeting

4:00 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 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) Employment, assignment, appointment, promotion, or salaries of a public officer or appointee pertaining to the evaluation process and performance review of the City Manager pursuant to A.R.S. § 38-431.03.A.1.
- (b) Legal issues and advice pertaining to the pending litigation case Jane Doe v. City of Peoria pursuant to A.R.S. 38-431.03.3 and 38-431.03.4

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 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) Employment, assignment, appointment, promotion, or salaries of a public officer or appointee pertaining to the evaluation process and performance review of the City Manager pursuant to A.R.S. § 38-431.03.A.1.
 - (b) Legal issues and advice pertaining to the pending litigation case Jane Doe v. City of Peoria pursuant to A.R.S. 38-431.03.3 and 38-431.03.4

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.

Study Session

Convene immediately following Executive Session Meeting

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

3. Future of Mobility

Adjournment

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Presentation

4. Recognition of Peoria's Diverse Water Portfolio

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. Board and Commission Appointments

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2019-93** appointing members to various Boards and Commissions as follows:

- Appoint Jackie Urdahl as an alternate member of the Board of Adjustment;
- Appoint Adam Pruett as a regular member of the Design Review Board;
- Appoint Caelin Johnson as a regular member of the Youth Advisory Board;
- Appoint Ravi Bhakta as an alternate member of the Youth Advisory Board.

6 C. Council Youth Liaison Appointments

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2019-94** appointing Brighton Greathouse and Ritika Ravindran as the 2019-2020 Council Youth Liaisons for terms to expire May 30, 2020.

7 C. Code Amendments, Chapters 1, 14 and 17, Code Violations, Motor Vehicles and Traffic and Nuisances

Discussion and possible action to adopt **ORD. 2019-14**, amending Chapters 1, 14 and 17 of the Peoria City Code regarding enforcement authority, repeat offenders, commercial vehicle parking, RV parking and public nuisances.

8 C. Contract Amendment, City Attorney

Discussion and possible action to approve the Amendment to the Terms and Conditions of the Employment Agreement with the City Attorney.

9 C. Intergovernmental Agreement, Arizona Department of Transportation, Purchase PM-10 Street Sweeper using ADOT Cooperative Contract

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the State of Arizona, Department of Transportation (the "State" or "ADOT") to accept a \$276,851 grant award through Maricopa Association of Governments (MAG) and purchase PM-10 Street Sweeper using ADOT cooperative contract.

10 C. Intergovernmental Agreement, City of Glendale, Landfill Disposal Services

Discussion and possible action to: (a) approve an Intergovernmental Agreement (IGA) with the City of Glendale to extend Landfill Disposal Services, effective July 1, 2019; and (b) approve a budget transfer in the amount of \$2,200,000 from the General Fund Contingency account to the Solid Waste Expansion Fund account to fund an investment in the Glendale Landfill.

11 C. Intergovernmental Agreement, Maricopa Association of Governments (MAG), Pedestrian and Bicycle Project Assessment for the Hatfield and New River Multi-Use Paths

Discussion and possible action to adopt **RES. 2019-95** authorizing the City Manager to execute an Intergovernmental Agreement (IGA) with Maricopa Association of Governments (MAG) for Pedestrian and Bicycle design concept for the Hatfield Powerline Corridor Multi-Use Path and the New River Multi-Use Path.

12 C. **Intergovernmental Agreement, City of Phoenix, Reimbursement of ADA Paratransit Operating Expenses and Purchase of Two Dial-A-Ride Replacement Buses**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the City of Phoenix, to receive federal funds in the amount of \$19,076 for ADA paratransit service operating expenses and \$155,036 for two replacement Dial-a-Ride buses through a Federal Transit Authority (FTA) grant.

13 C. **Intergovernmental Agreement Amendment, City of Phoenix Fixed Route Bus Service**

Discuss and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) Amendment with the City of Phoenix for the continued operation of the 83rd Avenue Fixed Route bus service for Fiscal Year 2020.

14 C. **Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Transit Services Agreement**

Discussion and possible action to approve an Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) for transit services.

15 C. **Grant, Arizona Department of Homeland Security, State Homeland Security Grant Program**

Discussion and possible action to: (a) accept grant funding from the Arizona Department of Homeland Security in the amount of \$39,382 for the purchase of moveable barricades; and (b) approve a budget adjustment in the amount of \$39,382 from the Proposed Grants Contingency fund to the Homeland Security Grant fund.

16 C. **Fiscal Year 2020 Arts Grants Awards**

Discussion and possible action to approve the Fiscal Year 2020 Art Grant requests, as recommended by the Arts Commission.

17 C. **Fiscal Year 2020 Property Tax Levy**

Discussion and possible action to approve **RES. 2019-96** and **ORD. 2019-15** adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for the Fiscal Year 2020.

18 C. **Fiscal Year 2020 SLID/MID Levies**

Discussion and possible action to adopt **ORD. 2019-16** and **ORD. 2019-17** approving the Street Light and Maintenance Improvement District Levies for Fiscal Year 2020 and declaring an emergency.

19 C. **Budget Transfer, Temporary Part-time Judicial Assistant**

Discussion and possible action to: (a) approve a budget transfer in the amount of \$24,700 from the Proposed Grants Contingency to the Municipal Court Allocation fund (Fill the Gap - FTG) personnel services accounts for one part-time employee without benefits; and (b) authorize the expenditure of the Municipal Court Allocation fund (Fill the Gap - FTG) for the employment of one temporary employee without benefits.

20 C. **Settlement Agreement, Jane Doe v. City of Peoria**

Discussion and possible action to: (a) approve the settlement agreement regarding Jane Doe v. City of Peoria; and (b) authorize the City Attorney to execute all necessary documents.

21 C. **Budget Amendment, Unanticipated Expenses, City Attorney's Office**

Discussion and possible action to approve a budget amendment in the amount of \$150,000 within the Risk Management Fund to provide the spending authority needed to pay claims expenditures that were not anticipated when the original Fiscal Year 2019 Budget was adopted.

22 C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2019-97** accepting Deeds and Easements for various Real Property interests acquired by the City.

23 C. **Final Plat, Shroyer Acres, Jomax Road and 99th Avenue**

Discussion and possible action to approve a Final Plat of Shroyer Acres, located at 99th Avenue and Jomax Road, subject to stipulations.

24 C. **PUBLIC HEARING - Liquor License, Koi Poke, 9788 West Northern Avenue #1430**

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant (Series 12) Liquor License for Koi Poke located at 9788 West Northern Avenue #1430, Lauren K. Merrett, Applicant, LL#20021823.

Regular Agenda

New Business

25 R. **Code Amendment, Chapter 14, Motor Vehicles and Traffic, Enacting a New Section Prohibiting the Use of a Portable Communication Device While Driving**

Discussion and possible action to adopt **ORD. 2019-18** amending Section 14-55, prohibiting the use of portable wireless communication devices while driving.

26 R. **Arizona Water Banking Authority Agreement, Exchange Long-Term Storage Credits**

Discussion and possible action to enter into an agreement with Arizona Water Banking Authority (AWBA) to Exchange Long-Term Storage Credits (LTSCs) that would allow the AWBA to exchange the accrued Pinal County LTSCs for Maricopa County LTSCs on a one-to-one (1:1) basis.

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

27. **Reports**

A. **Spring Training 2019**

B. **Upcoming Special 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: 5/20/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Future of Mobility

Summary:

The purpose of this study session presentation is to highlight the rapidly changing world of transit and transportation and identify how it might impact the City of Peoria operations.

The last few years have seen a series of disruptions that are impacting the transit and transportation world. These disruptions in technology, demographics, transit practices, and employment have made taking the next step somewhat unpredictable. This presentation will review these disruptions from ride-share to electric bikes and from mobility as a service to electric scooters.

Dr. Devon McAslan from Arizona State University will join the presentation with a particular focus on the timeline for autonomous vehicles and their impact on cities.

The presentation is not asking for direction, but rather reactions and thoughts to the material presented.

Fiscal Analysis:

No Fiscal Impact

Contact Name and Number:

Kevin Burke, Public Works Director (623) 773-7395

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4.

Date Prepared: 5/29/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Erik Strunk, Deputy City Manager
SUBJECT: Recognition of Peoria's Diverse Water Portfolio

Summary:

The City will recognize the efforts of previous and current Council leaders to transform its water portfolio from complete reliance on groundwater pumping, to a blended platform incorporating water from the Central Arizona Project (CAP); the Salt River Project; Reclaimed Water; the Gila River Indian Community; groundwater; and long-term storage credits. Long-time city residents and former-Mayors John Keegan and Bob Barrett have been invited to receive special thanks and recognition for their passion and support and forethought to provide infrastructure for and diversification of Peoria's water portfolio, on behalf of all Peoria leadership.

Prior to 1998, the City of Peoria was 100% reliant on groundwater to provide its residents and businesses with treated drinking water. With the adoption of the new, statewide "Assured Water Supply" rules in 1995 (which were primarily enacted to transition water users from groundwater to different sources of water), the City of Peoria began its efforts to diversify its water supply. As a result and since FY 2000, the City of Peoria has invested approximately \$454.4 million in its capital improvement program to transform and position the City's "Water Portfolio" so that groundwater now makes up only 5% of its water source. These prudent and wise investment decisions by the current and previous City Councils have resulted in a guaranteed 100-year city water supply designed to further and continue Peoria's population growth and economic strength.

The City's current water portfolio now stems from five main sources: water from the Central Arizona Project (37%); Salt River Project (36%); Reclaimed Water (11%); the Gila River Indian Community (10%); groundwater (5%); and Long-term Storage Credits (1%). The highlights of Peoria's water portfolio that have contributed to this transformation include:

- 1998: The City's first water reclamation facility, the Beardsley Road plant, was opened. The City also constructed its first recharge facility, the Beardsley Road Underground Storage Facility.
- 1998: The cities of Peoria and Glendale signed agreements assigning Peoria 23% of the treatment capacity at the Pyramid Peak Water Treatment Facility; Peoria begins serving Central Arizona Project water, augmenting groundwater.

- 2002: Peoria opens the Greenway Water Treatment Facility and begins serving water from the Salt River Project; the Central Arizona Project opens the Agua Fria Recharge Project, and the City of Peoria begins to store excess Central Arizona Project water at the facility.
- 2003: Central Arizona Project opens the Hieroglyphic Mountain Recharge Project, and the City of Peoria begins to store excess Central Arizona Project water at the facility.
- 2006: Peoria enters into a lease with the Gila River Indian Community for 100 years to use a portion of its CAP water, adding to the City's replenishable supplies.
- 2008: Peoria opens the Butler Road Water Reclamation Facility, which sends reclaimed water to the New River – Agua Fria Underground Storage Project, operated by Salt River Project as recharge; some reclaimed water also sent for non-potable landscaping purposes to Pioneer Park, the City Hall complex, and one homeowners association.
- 2015: Peoria purchases the New River Utility Company and acquires its CAP water rights (an additional 1185 acre-feet of water to the City's supply).
- 2016: The cities of Peoria and Glendale begin design work on a an additional water treatment expansion agreement at the Pyramid Peak Water Treatment facility, resulting in a 47% ownership of the facility by Peoria.
- 2018: The City, in partnership with private development, begins construction on the Lone Mountain Water Line, a 24" waterline that extends from the east boundary of the City across the Agua Fria River to provide connectivity for Peoria's growing population.
- 2019: The City Council approves an additional \$118.7 million in water and wastewater capital improvement projects for FY20 and a 10-year CIP total of \$379.8 million. This includes \$300,000 for an engineering study to determine the expansion of the City's reclaimed water distribution system, and \$7.7 million for its construction in FY 22 & 23.

We are now entering the next phase of our long history of exceptional stewardship of Peoria's water supplies. We are moving forward with the determination and construction of projects to achieve the highest and best use of reclaimed water resources, including the extension of the purple pipe system to serve more areas, expansion of recharge capabilities, and the connection of systems to increase operation efficiency. All this will be accomplished with a goal of ensuring the most control, protections and beneficial use of all reclaimed water produced.

As a part of the City's efforts to recognize the hard work, long-term planning and implementation of its many unique water and wastewater projects and strategies, Mayor Carlat will present former-Mayors John Keegan and Bob Barrett with a recognition and appreciation of their efforts to set the foundation upon which we may now build to assure the City's healthy and secure water position as we plan for the future of the City of Peoria.

Contact Name and Number:

Cape Powers, Water Services Director, (623) 773-7644

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 5/28/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Rhonda Geriminsky, City Clerk
SUBJECT: Board and Commission Appointments

Purpose:

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2019-93** appointing members to various Boards and Commissions as follows:

- Appoint Jackie Urdahl as an alternate member of the Board of Adjustment;
- Appoint Adam Pruett as a regular member of the Design Review Board;
- Appoint Caelin Johnson as a regular member of the Youth Advisory Board;
- Appoint Ravi Bhakta as an alternate member of the Youth Advisory Board.

Summary:

The Council Boards and Commissions Subcommittee makes recommendations for board and commission membership based on term expirations, vacancies from resignations, or changes to member eligibility status.

Previous Actions/Background:

On May 14, 2019, the Council Boards and Commissions Subcommittee made appointment recommendations to various Boards and Commissions.

On May 16, 2019, a memorandum was submitted to Mayor and Council, outlining the appointment recommendations from the May 14, 2019 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A: Appoint the recommended board and commission member.

B: Continue recruitment efforts to fill the board and commission vacancy.

Staff Recommendation:

This is a request for City Council to appoint board and commission members as recommended by the Council Boards and Commissions Subcommittee as follows:

Board of Adjustment:

Appoint Jackie Urdahl as an alternate member for a term to expire December 31, 2019.

Design Review Board:

Appoint Adam Pruett as a regular member for a term to expire December 31, 2019.

Youth Advisory Board:

- Appoint alternate member Caelin Johnson as a regular member for a term to expire June 30, 2021;
- Appoint Ravi Bhakta as an alternate member for a term to expire June 30, 2021.

Fiscal Analysis:

There is no fiscal impact regarding this item.

ATTACHMENTS:

Resolution

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

RESOLUTION 2019-93

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING/REAPPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, there are current or upcoming Board and Commission vacancies as shown below; and

Board or Commission Name	Member Name	Current Term Expiration	Member Status
Board of Adjustment	Vacant	12/31/2019	Alternate
Design Review Board	Vacant	12/31/2019	Regular
Youth Advisory Board	Vacant	06/30/2021	Regular
	Caelin Johnson	06/30/2021	Alternate

WHEREAS, the following individuals desire to be appointed/reappointed to the Boards and Commissions for terms as shown below; and

Board or Commission Name	Member Name	New Term Start Date	New Term Expiration Date	Member Status
Board of Adjustment	Jackie Urdahl	06/04/2019	12/31/2019	Alternate
Design Review Board	Adam Pruett	06/04/2019	12/31/2019	Regular
Youth Advisory Board	Caelin Johnson	07/01/2019	06/30/2021	Regular
	Ravi Bhakta	07/01/2019	06/30/2021	Alternate

WHEREAS, pursuant to Chapter 3 of the Peoria City Code (Boards and Commissions) and City Council Policy 1-5 (Appointments to Boards and Commissions) the Council Boards and Commissions Subcommittee recommends appointments/reappointments as shown in the table above; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm the Subcommittee's recommendations for Board and Commission appointments/reappointments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that the recommended members are appointed/reappointed for terms as shown in the table above.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 4th day of June, 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 5/28/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Rhonda Geriminsky, City Clerk
SUBJECT: Council Youth Liaison Appointments

Purpose:

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2019-94** appointing Brighton Greathouse and Ritika Ravindran as the 2019-2020 Council Youth Liaisons for terms to expire May 30, 2020.

Summary:

Pursuant to Council Policy 1-14 (Council Advisory Board Council Liaison Program), the Boards and Commissions Subcommittee makes recommendations for Council Youth Liaison appointments based on term expirations and vacancies.

Previous Actions/Background:

On June 18, 2013, the Council adopted Ordinance 2013-12 which provides for appointment of Youth Ex-Officio members to Council. These positions are generally referred to as Council Youth Liaisons. Council also adopted Council Policy 1-14 (Youth Advisory Board Council Liaison Program) which outlines the purpose, eligibility, selection, and guiding principles of the program. This policy charges the Council Boards and Commissions Subcommittee with making appointment recommendations to Council for these positions.

On May 14, 2019, the Council Boards and Commissions Subcommittee interviewed and made appointment recommendations for the Council Youth Liaison positions. On May 16, 2019, a memorandum was submitted to Mayor and Council, outlining the appointment recommendations from the May 14, 2019 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A: Appoint recommended Council Youth Liaison members.

B: Continue recruitment efforts to fill the Council Youth Liaison vacancies.

Staff Recommendation:

This is a request for City Council to appoint Brighton Greathouse and Ritika Ravindran as the 2019-20 Council Youth Liaisons.

Fiscal Analysis:

Charges for printing additional Council meeting packets will be charged to the City Clerk's Office Copy Services Account 1000-0150-520036.

ATTACHMENTS:

Resolution

Council Policy 1-14

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

RESOLUTION 2019-94

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING BRIGHTON GREATHOUSE AND RITIKA RAVINDRAN AS COUNCIL YOUTH LIAISONS AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, the terms for Frank Johnson and Leah Gilbertson, Council Youth Liaisons, expired on May 30, 2019, and there exists two vacancies; and

WHEREAS, Brighton Greathouse and Ritika Ravindran desire to be Council Youth Liaison members of the City of Peoria, City Council; and

WHEREAS, pursuant to City Council Policy 1-14 (Youth Advisory Board Council Liaison Program) the Council Boards and Commissions Subcommittee discussed the qualifications of the applicants and recommend that they be appointed; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm said appointments of Brighton Greathouse and Ritika Ravindran as Council Youth Liaison members of the City of Peoria, City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Brighton Greathouse and Ritika Ravindran are appointed as Council Youth Liaison members of the City of Peoria, City Council.

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

Brighton Greathouse	May 30, 2020
Ritika Ravindran	May 30, 2020

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 4th day of June, 2019.

CITY OF PEORIA, an Arizona municipal corporation

Cathy Carlat, Mayor

Date Signed


ATTEST:

Rhonda Geriminsky, City Clerk

Approved as to Form:

Vanessa P. Hickman, City Attorney

Effective Date: _____

 <p>CITY COUNCIL POLICY</p>	<p>CP 1-14</p> <p>Category: General</p>
	<p>Department: Community Services</p>
<p>TITLE: Youth Advisory Board Council Liaison Program</p>	<p>Approved: June 18, 2013</p>

A. Purpose

The purpose of this policy is to provide general guidelines for the Youth Advisory Board (YAB) Council Liaison Program which will provide a quality experience for the youth liaison and develop opportunities for improved civic engagement.

B. Basic Program Eligibility

Applicants for the YAB Council Liaison Program must fulfill the following eligibility requirements:

1. Current member of the YAB with a tenure on the board of at least six (6) months.
2. Currently enrolled in grades 10, 11 or 12.
3. GPA of at least 3.0 or higher.
4. Attendance at regularly scheduled YAB meetings, a minimum of 80% of the time.
5. Committed to attending regular council meetings beginning in late August through May of the upcoming school year.
6. Possess a general knowledge of the Council/Manager form of Municipal Government and a basic understanding of the functions of the Peoria City Council.

C. Selection Process

1. The program application period will be identified annually. Applicants must submit a Youth Advisory Board Council Liaison application to be considered.
2. The Youth Advisory Board Council Liaison Selection Committee will review all applications and recommend three (3) candidates to be interviewed by the City Council Subcommittee on Policy and Appointments.
3. The City Council Subcommittee on Policy and Appointments will recommend to the Mayor the Youth Advisory Board Council Liaison and identify two others as alternate #1 and alternate #2.
4. Mayor and City Council will have a standard ten (10) day period in order to comment on the City Council Subcommittee on Policy and Appointments recommendations.
5. Upon approval, appointments for the Youth Advisory Board Council Liaison and two (2) alternates will be made by resolution.

D. Selection Time Frame

1. Applications for the YAB Council Liaison program will be accepted in April.
2. Submitted applications will be reviewed by the YAB Council Liaison Selection Committee in May.
3. Interviews with the City Council Subcommittee on Policy and Appointments will be scheduled for the June subcommittee meeting.
4. The Mayor and City Council will approve the YAB Council Liaison and two (2) alternates in July.
5. The YAB Council Liaison will begin attending City Council meetings in August.

E. Guiding Principles

1. The YAB Council Liaison will attend regular City Council meetings beginning in late August through May of the following year.
2. The YAB Council Liaison will not have voting rights.

3. City Council members will be provided opportunities to mentor the YAB Council Liaison as coordinated by the City Manager's Office.
4. School commitment is a priority. If scheduling issues occur, Alternate #1 or Alternate #2 may be requested to attend a council meeting. In all instances, the Community Services Department staff liaison to the YAB will be notified of the conflict by the YAB Council Liaison and will communicate with the City Manager's Office.
5. After three (3) unexcused absences, the YAB Council Liaison will be replaced with Alternate #1.
6. Alternates are expected to attend City Council Meetings or watch via Channel 11 (live streaming or pre-recorded meetings) in order to stay current on City business in preparation for serving as the YAB Council Liaison.
7. The YAB Council Liaison is responsible for requesting school credit for this appointment.

APPROVED:

/S/
Bob Barrett, Mayor

APPROVED AS TO FORM:

/S/
Steve Kemp, City Attorney

Adopted: 06/18/13, CC # 24R

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 5/23/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Code Amendments, Chapters 1, 14 and 17, Code Violations, Motor Vehicles and Traffic and Nuisances

Purpose:

Discussion and possible action to adopt **ORD. 2019-14**, amending Chapters 1, 14 and 17 of the Peoria City Code regarding enforcement authority, repeat offenders, commercial vehicle parking, RV parking and public nuisances.

Summary:

In September 2018, City Council established an "Ad Hoc Subcommittee for Code Review" to explore several City residential property maintenance codes for any needed changes. Councilmembers Finn and Patena served on the subcommittee, which concluded its work and reported its recommendations to the City Council on April 2, 2019. These recommendations include amendments and additions to the City Code focusing primarily on neighborhood nuisance and vehicle parking codes. At this meeting, the Neighborhood and Human Services Department also presented an overview of the codes examined and the proposed public review process.

The City issued a Media Alert outlining the suggested changes and offering opportunities for residents to make comments at two public meetings. The suggested changes were also posted on the City's website, Facebook and Nextdoor, allowing for online comments. Sixteen comments were received from the public.

The subcommittee's recommendations focus primarily on the City's neighborhood nuisance and vehicle parking codes. The subcommittee completed its analysis of the public comments and, in summary, is recommending Council approve the amendments and additions:

Sec. 1-5. - Code violations; penalties; generally.

Defines a Habitual Offender as a person convicted or found responsible for two or more violations of the City Code within a 24-month period.

Sec. 14-107. - Parking; motor vehicles used for commercial purposes; special parking

provisions. More clearly defines commercial parking regulations.

Sec. 14-110. - Parking; recreational vehicles; utility trailers; private property parking.
More clearly defines RV parking regulations.

Sec. 14-111. - Parking; recreational vehicles; utility trailers; screening.
Deleted outdated verbiage regarding a sunset clause.

Sec. 17-3. - Public nuisances; prohibition.
More clearly defines responsibilities of property owners in maintaining adjacent rights-of-way; limits display of holiday decorations to a maximum of 60 days; and clarifies limitations on the number of garage sales allowed per year.

Previous Actions/Background:

This item was last discussed by City Council at its April 2, 2019 Study Session.

Options:

A: Approving the Code amendments and additions recommended by the Ad Hoc Subcommittee for Code Review will enable Code Compliance Officers to more effectively assist residents in achieving compliance with these sections of the City Code.

B : Not approving the Code amendments and additions recommended by the Ad Hoc Subcommittee for Code Review will leave some portions of the City Code inaccurate and ambiguous, making it more difficult for Code Compliance Officers to effectively assist residents in achieving compliance.

Staff Recommendation:

Staff recommends the adoption of the ordinance amending Sections 1-5, 14-107, 14-110, 14-111 and 17-3 of the Peoria City Code.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Ordinance

Public Input and Background Report

Contact Name and Number:

Chris Hallett, (623) 773-7955

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTERS 1 AND 14 AND 17 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 1-5 PERTAINING TO CODE VIOLATIONS; PENALTIES; GENERALLY; BY AMENDING SECTION 14-107 PERTAINING TO PARKING; MOTOR VEHICLES USED FOR COMMUSED FOR COMMERCIAL PURPOSES; SPECIAL PARKING PROVISIONS; BY AMENDING SECTION 14-110 PERTAINING TO PARKING; RECREATIONAL VEHICLES; UTILITY TRAILERS; PRIVATE PROPERTY PARKING; BY AMENDING SECTION 14-111 PERTAINING TO PARKING; RECREATIONAL VEHICLES; UTILITY TRAILERS; SCREENING; BY AMENDING SECTION 17-3 PERTAINING TO PUBLIC NUISANCES; PROHIBITION; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

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

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

Sec. 1-5. Code violations; penalties; generally

(a) In this section "violation of this Code" means any of the following:

- (1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.
- (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.
- (3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.

(b) In this section "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.

(c) Except as otherwise provided, a person convicted of a violation of this Code shall be guilty of a Class 1 (One) Misdemeanor and punished by a fine not to exceed two thousand five hundred dollars (\$2,500.00) and/or incarceration for a term not to exceed six (6) months, and/or up to three years

probation. With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.

(d) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise.

(e) Violations of this Code that are continuous with respect to time may be abated by injunctive or other equitable relief. The filing of a complaint alleging a criminal violation of this code shall not preclude a separate action seeking injunctive or other equitable relief.

(f) Habitual Offender. A person who has previously been convicted or found responsible of two or more violations of this Code within a 24-month period may be considered a Habitual Offender. A "Habitual Offender" may be guilty of a criminal misdemeanor punishable by the provisions set forth in subsection (c) of this Section. For purposes of calculating the 24-month period, the dates of offenses are the determining factor.

SECTION 2. Chapter 14 of the Peoria City Code (1992) is amended by amending Section 14-107 pertaining to parking; motor vehicles used for commercial purposes; special parking provisions and which shall read as follows:

Sec. 14-107. Parking; motor vehicles used for commercial purposes; special parking provisions.

(a) Except when conducting business, it is unlawful to park a motor vehicle, utility trailer, hobby vehicle or any other trailer used for commercial purposes with any motor or engine operating for more than twenty (20) minutes in a twenty-four hour period commencing each day at 12:00 a.m., in any residential zoning district of the city, or within three hundred (300) feet of any occupied residence in a nonresidential area.

(b) Except as otherwise provided in this section, it is unlawful to park any motor vehicle used for commercial purposes upon any lot, parcel or property within the city, except on a lot with proper zoning and site plan approvals from the City for such parking.

(c) No person shall stand or park a commercial motor vehicle as defined in A.R.S. § 28-3001, tractor, semi-trailer, trailer, or bus on a street in a residential zone, or adjoining a residential zone, except during the process of loading or unloading such vehicle.

(d) No person shall stand or park a tractor, semi-trailer, trailer, or bus, on any real property within a residential zoning district within the City.

(e) No person shall stand or park a commercial motor vehicle as defined in A.R.S. § 28-3001 on any real property within a residential zoning district within the City, except during the process of loading or unloading the vehicle, or unless parked or placed within a side or rear yard that shall be

screened by a minimum six foot high block wall, wood fence or gate. All screen walls, fences or gates shall be erected and maintained in conformance with provisions of the zoning ordinance.

(f) It shall be unlawful to park or stand a commercial vehicle for the purposes ~~of or~~ retail sales of food for human consumption from the vehicle on any parcel without permission of the property owner or person in lawful possession of such property, or on any lot designated as a Park and Ride Lot by the City for use by the operators of motor vehicles as a parking area to facilitate carpooling and/or use of mass transit systems.

Sec. 14-110. Parking; recreational vehicles; utility trailers; private property parking.

(a) Recreational vehicles and Utility trailers, as defined in section 14-109 above, shall be allowed to be parked within the garage or carport in the single-family residential zoning districts or within a side or rear yard when located within a single-family residential zoning district and appropriately screened in accordance with the provisions of the zoning ordinance and section 14-111 of this code.

(b) Recreational vehicles located on properties zoned for single-family residential uses may not be utilized for living purposes by any person.

(c) Properties located within a single-family residential zoning district and used primarily for commercial agricultural purposes and boats anchored or docked on water shall be exempt from the regulations contained in sections 14-110 through 14-111 of this code.

(d) Recreational vehicles and Utility trailers used for a non-commercial purpose and located on properties zoned for single-family residential uses may be parked in public view for a period of twenty-four consecutive hours.

(e) Utility trailers used for a commercial purpose shall not be parked in the front yard or upon any public right-of-way, street, alley or easement between the hours of 6:00 p.m. and 8:00 a.m. Notwithstanding the foregoing, such utility trailers that are the property of the state, a political subdivision of this state, the City, a public service corporation regulated by the Arizona Corporation Commission or a telecommunications corporation may be parked upon a public right-of-way, street, alley or easement for the purposes of street and utility repair.

(f) There shall be no limit on the number of Recreational vehicles or Utility trailers lawfully permitted on any parcel of land and where not otherwise prohibited.

(g) ~~All Recreational vehicles and Utility trailers shall be maintained in good repair as required by this code and all parking areas shall be maintained in~~

~~accordance with this code; zoning ordinances and the city's subdivision regulations as applicable.~~

(h) (g) The regulations contained within this Chapter are not intended to supersede any lawfully established covenants, conditions and restrictions relating to the parking of Recreational vehicles and Utility trailers nor shall the granting of any special permit supersede any lawfully established covenants, conditions and restrictions applicable to the subject property.

(i) (h) For purposes of sections 14-107 through 14-113 of this code, the terms:

(1) *"Park, parked, parking"* shall include attaching a utility trailer or other trailer to a motor vehicle for the purpose of towing.

(2) *"Single family residential zoning district"* shall include all residential zoning districts that currently or have previously permitted single-family or two-family residential dwelling units.

Sec. 14-111. Parking; recreational vehicles; utility trailers; screening.

(a) All Recreational vehicles and Utility trailers parked within a side or rear yard shall be screened by a minimum six (6) foot high solid block wall, wood fence or gate. All screen walls, fences or gates shall be erected and maintained in conformance with the provisions of the zoning ordinance.

(b) Recreational vehicles and Utility trailers located on parcels or lots zoned for lot sizes in excess of thirty-five thousand (35,000) square feet shall be exempt from the screening requirements set forth in this section

~~(c) All property owners shall have until April 19, 1999 to comply with the screening requirements set forth herein.~~

SECTION 3. Chapter 17 of the Peoria City Code (1992) is amended by amending Section 17-3 pertaining to public nuisances; prohibition, and which shall read as follows:

(a) *"Abandoned or inoperable vehicle"* means any vehicle that is:

(1) Partially or wholly dismantled, discarded, wrecked, on blocks or similar devices, stripped, or scrapped; or

(2) A vehicle with a deflated tire or tires or missing any wheel or tire; or

(3) Any motor vehicle which is inoperable due to mechanical failure or mechanical disassembly. Any motor vehicle missing a windshield, hood, fenders, doors, bumpers, engine, transmission, interior seats or operating controls is deemed to be inoperable; or

(4) Any motor vehicle not displaying on the motor vehicle license plates and/or tags indicating current registration in this state or some other jurisdiction.

(b) "*Bar*" means an area devoted primarily to the serving of alcoholic beverages, to which food service is only incidental or which is the holder of a license issued under A.R.S. § 4-206.01 by the Arizona Department of Liquor Control.

(c) "*Blight*" or "*Blighted*" means unsightly conditions including accumulation of debris; fences characterized by holes, breaks, rot, crumbling, cracking, peeling or rusting, landscaping that is dead, characterized by uncontrolled growth, lack of maintenance or damage; buildings, structures, whether main or accessory characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence or physical decay, neglect, excessive use or lack of maintenance; other similar conditions of disrepair and deterioration regardless of the condition of other properties in the neighborhood.

(d) "*Designated smoking area*" means any area within an enclosed public place where smoking is specifically permitted. Any area in which smoking is permitted shall be located, to the fullest extent possible, in such a manner as to confine smoke to that area.

(e) "*Disturbed surface area*" means any portion of the earth's surface, or materials placed thereon, that has been physically moved, uncovered, destabilized, or otherwise changed from its undisturbed natural condition, thereby increasing the potential for emission of fugitive dust.

(f) "*Dust suppressants*" means water, hygroscopic materials, solution of water and chemical surfactant, foam or non-toxic chemical/organic stabilizers not prohibited for use by any applicable law, rule, or regulation, as a treatment material to reduce fugitive dust emissions.

(g) "*Employee*" means any person who is employed by any employer for direct or indirect monetary wages or profit. For purposes of this Chapter, the designation "independent contractor" shall not prevent a person from being deemed an "employee."

(h) "*Employer*" means any person employing the services of at least one person.

(i) No person shall deposit in, sweep upon, or permit to drain into any public or private open right-of-way, ~~public place, or private right of way open to the public~~ within the City any garbage, junk, obstruction, or similar matter or any hazardous material that impedes passage or is detrimental to public health.

(j) It is the responsibility of the owner, lessee or other person in control of any land abutting a sidewalk, alley, or street responsibility to maintain up to the curb line of the street and 50 percent of ~~the such sidewalk, alley, or street on~~

alley on which such land abuts in a clean condition in such a manner as to be free from all of the following:

- (1) Litter, garbage, debris, rubble.
- (2) Insect and rodent infestation.
- (3) Overgrown vegetation, dead trees, brush and weeds.
- (4) Other conditions that present a health, fire or safety hazard.

(k) *"Firebreak"* means an area of land that has had plants and trees removed to stop the spread of a fire. Cleared area should be 10 feet from the property line adjacent to a vacant lot, or 15 feet from the property line for parcels with a structure.

(l) *"Garbage"* means an accumulation of spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking, or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition.

(m) *"Grass"* includes Barnyard grass, Bermuda grass, Bluegrass, Brome grasses, Crab grass, Foxtail, Johnson grass, Ragweed, Rye grass, wild oats, or hybrids thereof.

(n) *"Hazard"* means a condition that may cause personal physical harm.

(o) *"Junk"* includes items that in their present state are of little or no apparent economic value that are not confined within an industrial area in compliance with the Peoria Zoning Code in Chapter 21 of this Code, such as an accumulation of the following materials: discarded or scrapped furniture; glass, metal, paper, or machinery parts; inoperable machinery or appliances; building material wastes; litter; discarded or empty containers; automobile parts or mechanical parts. Junk shall also include all types of solid waste described in chapter 22 of this code.

(p) *"Land"* means all land in the City of Peoria, whether unimproved or on which buildings or other structures are located.

(q) *"Legal driveway"* means a short private road from a street to the principal structure's garage or carport. For principal structures without a garage or carport a single location shall be designated connected to principal structure.

(r) *"Occupant"* means the person occupying or having custody of a structure or premises as a lessee or otherwise.

(s) It is unlawful for any person to cause or permit the handling, transporting or disposition of any substance or materials that are likely to be scattered by the air or wind, or is susceptible to being airborne or windborne, or operate or maintain or cause to be operated or maintained, any premise, open area, right-of way, storage pile of materials, vehicle or construction, alteration,

demolition or wrecking operation, or any other enterprise that involves any material or substance likely to be scattered by the wind or air or susceptible to being wind-borne or airborne that would be classified as air pollution or unreasonably interferes with the comfortable enjoyment of life or adjacent property. In addition, that a dust control permit may be required, the City may require reasonable precautions to prevent dust emissions prohibited under this section which may include but are not limited to the following:

(1) Use, where possible, of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, grading of roads, driveways, and parking lots or the clearing of land.

(2) Application and maintenance of asphalt, road oil, water or suitable chemicals on dirt roads, driveways and parking lots, material stockpiles and other surfaces that can be a source of airborne dust.

(3) Installation of hoods, fans and dust collectors to enclose and vent the handling of dusty materials or the use of water, sprays or other acceptable measures to suppress the dust emission during handling. Adequate containment methods shall be employed during sand blasting or other similar operations.

(t) Decorations shall mean items or objects used to embellish, ornament or enhance any physical features on private property or buildings thereon in celebration of a holiday or occasion. Decorations shall meet the following requirements.

(1) Holiday and Seasonal Decorations. Temporary, non-commercial decorations or displays associated with the celebration of a particular civic, patriotic, or religious holiday or season. Shall be displayed for a maximum of 60 days total during the relevant season, and must be maintained in good condition (e.g. not torn, soiled, or faded). Such decorations shall not be displayed in such a manner as to constitute a hazard to pedestrian or vehicular traffic. Decorations shall not be displayed in such a manner that creates a traffic hazard on city streets, sidewalks, rights-of-way and other public accesses or to create an obstruction to pedestrian or vehicular traffic.

(2) ~~Decorations containing electrical wiring shall be presumed to be hazardous if displayed for more than 45 consecutive days and shall be subject to inspection by the City to determine the condition of the wiring.~~

(u) *"Place of employment"* means any area under the control of a private or public employer, which is intended for occupancy by employees during the course of employment, including, but not limited to, work areas, offices, employee lounges, conference and meeting rooms, employee cafeterias and lunchrooms, classrooms, auditoriums, hallways, stairways, waiting areas and restrooms. A private residence is not a place of employment.

(v) It shall be unlawful for any owner or occupant of any real property to conduct any sale of new or used merchandise on their property, including but not limited to yard sales, craft sales, garage sales or similar sales in violation of this section. For purposes of this section, "garage", "yard", "craft", or similar sale is defined as a sale of new or used personal property located on the property prior to the sale. Sales identified in this Subsection shall not be a violation if they meet the following:

(1) Held for a period of ~~more~~ less than sixty (60) consecutive hours. It shall be presumed that the sale started at the time set forth on any advertisement located identifying the proposed sale.

(2) Held fewer than five (5) ~~more than four~~ times in a calendar or consecutive year. For purposes of measurement, a consecutive year begins on the earliest date on any advertisement located identifying the proposed date and runs for a period of 365 days following that date. This four-time limitation shall apply to the location regardless of a change in owners or occupants during the one year period.

(w) *"Premises"* means all land, any dwelling, house, building or other structure, designed or used either wholly or in part for residential, commercial or agricultural purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps or vestibules belonging or appurtenant to such dwelling, house, building or other structures.

(x) *"Private clubs and private recreation facilities"* means an establishment which:

(1) Charge a membership fee that must be paid in advance of arrival to the establishment and are not open to invitees of members or the general public, or

(2) Membership is limited to those persons who have served in the armed forces of the United States or this state.

For purposes of this definition, a charge which is paid at the door upon entry to the establishment is specifically designated not to be a membership fee.

(y) *"Public place"* means any street, sidewalk, boulevard, alley, right-of-way, or other public way and any public park, square, space, ground, or building.

(z) *"Stored"* means parking, leaving, locating, keeping, maintaining, depositing, remaining, or being physically present on public or private property.

(aa) *"Street or highway"* means the entire width between the boundary lines of every right-of-way publicly owned or maintained when any part thereof is open to the use of the public for the purpose of vehicular traffic.

(bb) *"Structure"* means any constructed or erected material or combination of materials the use of which requires location on the ground or attachment to something located on the ground, including inter-alia buildings, stadiums, radio towers, sheds, storage bins and fences.

(cc) *"To smoke or smoking"* means burning or carrying any lighted cigarette, tobacco or other weed or plant or placing any burning tobacco, weed or plant in an ashtray or other receptacle and allowing smoke to diffuse into the air.

(dd) *"Vacant lot"* means a tract, lot, or parcel of improved or unimproved land, residential, industrial, institutional, governmental, or commercial for which there is no approved or permitted building or structures of a temporary or permanent nature.

(ee) *"Vehicle"* means every device by which any person or property is or may be transported or drawn upon a street or highway, excepting devices moved by human power or used exclusively upon stationary rails or tracts.

(ff) *"Weeds"* means for any residential lot of one acre or less, any uncultivated shrubs or uncultivated vegetation higher than 12 inches, lawn grass higher than 6 inches, and any vegetation that is dead. For lots greater than one acre in size, *"Weeds"* means any uncultivated shrubs or uncultivated vegetation that is permitted to grow in such a manner as to cover the area designated as a firebreak zone by the City between adjacent properties and the subject property, and those types of plant growth defined as noxious weeds in A.R.S. § 3-201 regardless of whether a particular property owner or occupant who is the subject of enforcement action under this Chapter regards the growth as desirable.

(gg) *"Wildflower"* a flower that grows in natural places without being planted by people.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of June, 2019.

Cathy Carlat, Mayor

Dated Signed:

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in Peoria Times

Publication Dates: June 13, 2019

Effective Date:

Summary of Code Sub-Committee Public Outreach & Comments

A. Website & Notification

Peoria seeks feedback on Code Compliance Update

Post Date: 04/24/2019 11:28 AM

The City of Peoria formed a city council subcommittee to review and potentially update city residential property maintenance codes. The committee reviewed the city codes and determined that there was a need for administrative changes that would assist staff with enforceability. The changes, along with a comment form, can be viewed at:

<https://www.peoriaaz.gov/government/departments/neighborhood-and-human-services/code-enforcement>

Comments will be accepted through Wednesday, May 8. In addition, the Code Enforcement staff will be available to answer questions at the Country Meadows Park Improvements Pop-up meeting on Thursday, May 2 from 5:30 to 7:30 p.m.

Close out: 5/9/2019

B. Engagement Events

- Ground Breaking for Paloma Park (North) 4/30/2019
- Country Meadows Park Improvement Pop-up meeting (South) 5/2/2019
- Park Fest Deer Valley Park 5/4/2019
- Comments/Feedback received from public concerning: **15**

C. Summary of category for types of comments

1. Suggested other code changes (5)
2. Looks good (1)
3. Leave it alone (1)
4. Code questions in general (8)

D. Actual Comments received

Category 1 - suggested code correction or changes to be considered

- Using 12 months for a habitual offender verses 24 months.
- Changing the hours a RV can be parked in public view.
- Added requirements or actions to define loading or unloading.
- Timeframe for holiday decorations, should be lower.
- Maybe was used incorrectly, should be may be.
- Cite the violation and add the fine to the utility bill.

Category 2 – Looks Good

- Changes look good, thank you.

Category 3 (leave it alone)

- If it's not broke, why bother it.

Category 4 (Code Questions in general)

- Why are you allowed to store a utility trailer beside your house, screened.
- Working on back patio shouldn't be allowed.
- HOA's should be required to give violation notices.
- What is appropriate screening?
- Property owners should be informed of what areas they are responsible to maintain (ROW, mailboxes).
- HOA's should be informed of what areas they are responsible to maintain (ROW, mailboxes).
- Code needs to do more proactive.
- HOA rules and authority.
- Proper code enforcement is not to be addressed in this area.
- Why are people expected to testify?
- Noise disturbances, consider a code to address noise.
- Air pollution, smoking in residential areas.



City Council Sub-Committee on Codes: Final Report

City of Peoria, AZ
March 2019



**Healthy
Neighborhoods**

Final Report: City Council Sub-Committee on Codes

A. Summary

In March 2018, staff presented a comprehensive overview to the City Council of existing City Codes pertaining to residential property maintenance and overall community standards. Items discussed included the International Property Maintenance Code and the City's ability to eliminate blighted property; the parking of vehicles (commercial and residential) in neighborhoods; the loading and storage of recreational vehicles, trailers, and commercial vehicles; illegal auto repair businesses; and property permitting for residential home rehabilitation projects. The discussion of this item also included conversation as to the City's efforts to ensure an appropriate balance between community education efforts and actual citation initiatives. The workshop session ended with interest expressed by the Council in continuing additional dialog on this subject and for developing an action plan to more robustly address neighborhood health as related to the enforcement of City Codes.

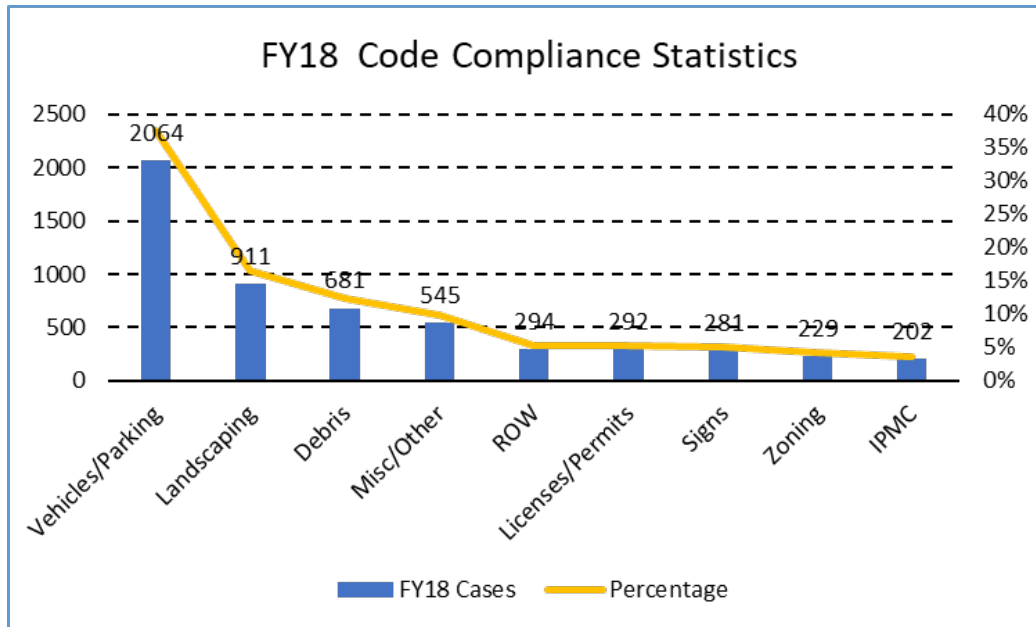
Approximately three months later (July 2018), the City substantially re-organized its programs and services that resulted in the creation of a new Neighborhood and Human Services Department, within which the Code Compliance Division was repositioned from the Police Department and renamed "Neighborhood Services." In addition to the enforcement of City Codes, the Neighborhood Services Division has also been involved with coordination of the Neighborhood Pride Program, conducting special neighborhood clean-up functions with volunteer groups, the neighborhood tool-lending program and has taken the lead on several community-based information events. With over 71,900 housing units¹ and 2,757 active business licenses in Peoria², the division also worked to analyze its workload and develop a follow-up presentation to the City Council.

The follow-up briefing with the City Council occurred at the September 4, 2018, Council Study Session and was presented by the new Neighborhood and Human Services Department. It provided an overview of caseload statistics and a series of categories (primarily related to residential property maintenance) that directly affects the health of our neighborhoods and livability factors. Among the code categories reviewed included the parking of recreational vehicles and utility trailers; inoperable and abandoned vehicles; parking on residential property; the parking of commercial vehicles and hobby vehicles in residential areas; illegal auto repair businesses in residential areas; neighborhood landscaping code violations; debris; commercial window signage; and illegal, non-permitted home rehabilitation. Overall, the category of vehicles and illegal parking represent 38% of all reported and alleged code violations, landscaping 17%, signage 5% and illegal home improvements 5%. What is important to note is that approximately 97% of all reported city code violations resolved voluntarily³.

¹ - Source: Maricopa Association of Governments: Municipality Population & Housing Unit Estimates – 2018

² - Source: City of Peoria Finance and Budget Department - 2019

³ - Source: City of Peoria, AZ Neighborhood Services Division



As a result of the September 2018 Council study session, the City Council appointed two of its members - Councilmember Finn and Councilmember Patena - to establish an ad-hoc Council Sub-Committee to further probe into existing property maintenance codes as related primarily to community aesthetics, and offer possible Code amendments for further consideration by the full City Council. The first meeting of this sub-committee was conducted at the staff level and consisted of Chris Hallett, Neighborhood and Human Services Director; Jack Stroud, Neighborhood Services Manager; Jay Davies, Chief of Staff, City Manager's Office; Chris Jacques, Planning and Community Development Director; Jennifer Stein, Director of Communications; Erik Strunk, Deputy City Manager; and Vanessa Hickman, City Attorney.

After six months and as many separate meetings, the Sub-Committee completed its initial review and developed series of recommendations for consideration by the full Council. These recommendations are based on the key areas of concern as identified by the Sub-Committee, City Council and City staff. Although the recommendations focus primarily on the comprehensive review of neighborhood nuisance and vehicle parking codes, specific sections of the City Code such as those addressing window coverage requirements in our sign code, the use of conex boxes (shipping containers) as permanent or temporary storage areas, and the use of inflatable objects for advertising purposes, were considered, but not pursued. Rather, after lengthy discussion, the Sub-Committee expressed interest in wanting to focus on City Codes addressing neighborhood preservation and neighborhood standards.

Did you know that in 2018...?

- A total of 6,207 alleged code violations were reported to the Neighborhood Services Division
- Of these, 5030 were abated voluntarily (81%); 1089 were investigated and deemed to be unfounded (17.6%); and 88 cases went to Court (1.4%)

As a result, the recommended Sub-Committee code amendments are more “housekeeping” in nature than substantive change. Simply stated, after review, the Sub-Committee determined that apart from minor modifications, Peoria’s current neighborhood preservation codes are relevant, well balanced and impactful to maintaining healthy neighborhoods and addressing property rights. Because of this, the sub-committee is recommending the following outreach efforts prior to any formal action by Council on the recommendations. Upon review by Council -

- A media release summarizing the recommended changes will be prepared and distributed;
- The appropriate City web site will post the recommended changes and allow for a 30-day public commentary period;
- During the 30-day public commentary period, the Neighborhood Services Division will offer to present a summary of the proposed City Code changes and gather feedback, upon request by any neighborhood or community group; and
- At least one public presentation will be conducted for informational purposes and to capture relevant public comments.

B. Recommended City Code Modifications

As indicated earlier in this report, the primary focus of the committee centered on those city codes primarily enforced in Peoria’s residential neighborhoods. Even so, after conversation and deliberation, the majority were determined to be “best practices” and as a result, there are very few substantive recommended changes (the bulk of them are administrative in nature). The specific code recommendations are as follows and all proposed recommendations are highlighted.

Sec. 1-5. – Code violations; penalties; generally.

- f) Habitual Offender. A person who has previously been convicted or found responsible of two or more violations of this Code within a 24-month period maybe considered a habitual offender. A “Habitual Offender” may be guilty of a criminal misdemeanor punishable by the provisions set forth in subsection (c) of this Section. For purposes of calculating the 24-month period, the dates of offenses are the determining factor.

Sec. 14-107. - Parking; motor vehicles used for commercial purposes; special parking provisions.

- (a) Except when conducting business, ~~it~~ it is unlawful to park a motor vehicle, utility trailer, hobby vehicle or any other trailer used for commercial purposes with any motor or engine operating for more than twenty (20) minutes in a twenty-four hour period commencing each day at 12:00 a.m., in any residential zoning district of the city, or within three hundred (300) feet of any occupied residence in a nonresidential area.
- (f) It shall be unlawful to park or stand a commercial vehicle for the purposes of ~~or~~ retail sales of food for human consumption from the vehicle on any parcel without permission of the property owner or person in lawful possession of such property or on any lot designated as a Park and Ride Lot by the City for use by the operators ~~or~~ of motor vehicles as a parking area to facilitate carpooling and/or use of mass transit systems.

Sec. 14-110. - Parking; recreational vehicles; utility trailers; private property parking.

- (a) Recreational vehicles and Utility trailers, as defined in section 14-109 above, shall be allowed to be parked within the garage or carport in the single family residential zoning districts ~~or. Recreational vehicles and Utility shall also be permitted to be parked~~ within a side or rear yard when located within a single family residential zoning district and appropriately screened in accordance with the provisions of the zoning ordinance and section 14-111 of this code.
- (g) ~~All Recreational vehicles and Utility trailers shall be maintained in good repair as required by this code and all parking areas shall be maintained in accordance with this code; zoning ordinances and the city's subdivision regulations as applicable.~~

Sec. 14-111. - Parking; recreational vehicles; utility trailers; screening.

- (c) ~~All property owners shall have until April 19, 1999 to comply with the screening requirements set forth herein.~~

Did you know that in 2018...?

- There were seven Neighborhood Services Code Compliance Officers who served the City of Peoria. Of these, each on average processed and documented over 978 alleged code violation cases each year
- Of the approximately 71,900 housing units in Peoria, 7.8% had some type of alleged code violation and only .3% of those who own these units were summoned to court

Sec. 17-3. - Public nuisances; prohibition.

- (i) No person shall deposit in, sweep upon, or permit to drain into any public ~~public place, or private right of way open to the public~~ or private open right-of-way, within the City any garbage, junk, obstruction, or similar matter or any hazardous material that impedes passage or is detrimental to public health.
- (j) It is the responsibility of the owner, lessee or other person in control of any land abutting a sidewalk, alley, or street responsibility to maintain ~~alley, or street on~~ up to the curb line of the street and 50 percent of the such sidewalk, alley, or street on alley on which such land abuts in a clean condition in such a manner as to be free from all of the following:
- (i) Litter, garbage, debris, rubble.
 - (j) Insect and rodent infestation.
 - (k) Overgrown vegetation, dead trees, brush and weeds.
 - (l) Other conditions that present a health, fire or safety hazard.
- (s) It is unlawful for any person to cause or permit the handling, transporting or disposition of any substance or materials that are likely to be scattered by the air or wind, or is susceptible to being airborne or wind-borne, or operate or maintain or cause to be operated or maintained, any premise, open area, right-of-way, storage pile of materials, vehicle or construction, alteration, demolition or wrecking operation, or any other enterprise that involves any material or substance likely to be scattered by the wind or air or

susceptible to being wind-borne or airborne that would be classified as air pollution or unreasonably interferes with the comfortable enjoyment of life or adjacent property. In addition, that a dust control permit may be required, the City may require reasonable precautions to prevent dust emissions prohibited under this section which may include but are not limited to the following:

- (t) Decorations shall mean items or objects used to embellish, ornament or enhance any physical features on private property or buildings thereon in celebration of a holiday or occasion. Decorations shall meet the following requirements.

(1) Holiday and Seasonal Decorations. Temporary, non-commercial decorations or displays associated with the celebration of a particular civic, patriotic, or religious holiday or season. Such decorations shall be displayed for a maximum of 60 days total during the relevant season, and must be maintained in good condition (e.g. not torn, soiled, or faded). Such decorations shall not be displayed in such a manner as to constitute a hazard to pedestrian or vehicular traffic. ~~Decorations shall not be displayed in such a manner that creates a traffic hazard on city streets, sidewalks, rights of way and other public accesses or to create an obstruction to pedestrian or vehicular traffic.~~

~~(2) Decorations containing electrical wiring shall be presumed to be hazardous if displayed for more than 45 consecutive days and shall be subject to inspection by the City to determine the condition of the wiring.~~

- (v) It shall be unlawful for any owner or occupant of any real property to conduct any sale of new or used merchandise on their property, including but not limited to yard sales, craft sales, garage sales or similar sales in violation of this section. For purposes of this section, "garage", "yard", "craft", or similar sale is defined as a sale of new or used personal property located on the property prior to the sale. Sales identified in this Subsection shall not be a violation if they meet the following:

- (1) Held for a period of ~~more~~ less than sixty (60) consecutive hours. It shall be presumed that the sale started at the time set forth on any advertisement located identifying the proposed sale.
- (2) Held ~~fewer than five (5) more than four~~ times in a calendar or consecutive year. For purposes of measurement, a consecutive year begins on the earliest date on any advertisement located identifying the proposed date and runs for a period of 365 days following that date. This ~~four-time~~ limitation shall apply to the location regardless of a change in owners or occupants during the one-year period.

C. Public Education & Outreach

As the majority of the recommended city code modifications are more "housekeeping" in nature, a decision was made by the committee not to conduct extensive public outreach and input sessions. Both Councilmembers provided valuable public perspective on the direction of this initiative and engaged the remaining members of the Council by asking what elements of review they would like to see. Based on this and the majority of alleged code violations by category, the decision was made to focus on the nuisance sections of the city codes, as related to Peoria's neighborhoods. As a result and upon direction by City Council, the recommendation is to move forward with the modifications, post the recommended changes via the current agenda posting process, conduct a final public hearing, and formally vote on the proposed changes. It is anticipated this would occur in mid-Spring of 2019.

Did you know that in 2018...?

- Of the 6,207 code cases Neighborhood Services processed, staff made 1,192 contacts with residents
- The City's initial response time was within two business days and the resulting closure was within 30 days

Additionally, to be impactful and provide opportunity for those within Peoria neighborhoods to learn more about the recommended code modifications and City codes in general, the Neighborhood Services Division will be undertaking an extensive public awareness campaign as a part of this initiative. Among the specific actions it will include –

- Traditional and Social Media – the Office of Communications will work with Neighborhood Services to develop press releases and new FAQ's about existing neighborhood codes that can be shared with local newspapers, social media, HOA and Neighborhood newsletters, and an updated City website.
- Neighborhood Meetings – notification and new background information on relevant neighborhood codes will be sent out to all Peoria registered neighborhoods. The intent is to encourage neighborhoods to promote relevant property maintenance sections of the city code and invite the Neighborhood Services team to conduct neighborhood and community presentations and answer questions about the Peoria City Code process. This will not only help to promote awareness of existing and newly enacted codes, but also provide opportunity to share information on the many existing “tools” in place that can be used to assist residents who may have income and or physical challenges regarding property maintenance.
- New Technology & Interactive Data – as discussed at the March 19 Council Study Session under the “Healthy Neighborhoods” portion of the Livability goals, new code compliance software is being explored and will be implemented to provide greater, online citizen access to general code information and specific cases. This new technological platform will be designed to provide Peoria residents with the opportunity to report and follow up on code compliance activities within their respective neighborhoods. In addition to this new system will provide general information while preserving confidentiality, as appropriate.
- Update of Brochures and Information – should the recommended codes be approved by Council, it will provided the Neighborhood Services Division with the opportunity to update its literature and handouts. This is extremely important in that Peoria's Code Compliance officers routinely rely on marketing and informational materials to educate and notify those who may have alleged code violations. The division will work with the Office of Communications to ensure that its information collateral is worded and presented in a manner that promotes citizen education, voluntary compliance and potential community resources (if appropriate to the specific case).

D. Continuous Improvement

Upon final approval by City Council, it is the intent of the Neighborhood and Human Services Department to conduct quarterly staff meetings to monitor the outcome of the recommended changes and to identify any community trends that may be of concern or in need of further research, from a code compliance perspective.

This is significant in that as the City continues its smart growth practices and experiences demographic change, it will need to continue its efforts to maintain a “high bar” when balancing the needs of established neighborhoods, with those that are newly developed and/or planned. To this end, regular monitoring and appropriate action (to assess our codes and potential areas of concern) will be of great benefit to ensure Peoria’s community code standards continue to serve as important element of creating “Healthy Neighborhoods” throughout the City.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 5/28/2019

Council Meeting Date: 6/4/2019

TO: Council Members
FROM: Cathy Carlat, Mayor
SUBJECT: Contract Amendment, City Attorney

Purpose:

Discussion and possible action to approve the Amendment to the Terms and Conditions of the Employment Agreement with the City Attorney.

Summary:

Recently, the Mayor and City Council completed their appraisal of the City Attorney. Pursuant to the appraisal, the attached amendment to the Terms and Conditions of Employment with the City Attorney has been prepared. The proposed amendment provides for a 4.5% merit increase for a new annual base salary of \$188,100.

Options:

A: Approve an amendment to the Terms and Conditions of Employment Agreement with the City Attorney.

B: Do not approve an amendment to the Terms and Conditions of Employment Agreement with the City Attorney.

Staff Recommendation:

This is a request for the Mayor and City Council to adopt the proposed Amendment to the Terms and Conditions of Employment with the City Attorney.

ATTACHMENTS:

Contract Amendment

Contact Name and Number:

Laura Ingegneri, (623) 773-7103

AMENDMENT TO THE TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

This Contract Amendment is made on this fourth day of June, 2019, between the City of Peoria ("City") and Vanessa Hickman ("City Attorney").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Terms and Conditions of Employment Agreement with the City Attorney dated May 1, 2018 (hereinafter "Agreement") for the provision of those duties and functions of the City Attorney, as provided under the Peoria City Charter and Code and in accordance with Arizona Revised Statutes, Section 9-271: and

WHEREAS, the City and City Attorney desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the City Attorney set forth in the Agreement dated May 1, 2018, the Parties agree to amend the Agreement as follows:

Section 4. Amendment to Section 4

Section 4 ("Salary") shall be amended to read as follows:

City agrees to pay Employee for her services rendered pursuant hereto as City Attorney an annual base salary of \$188,100 payable in installments at the same time as other employees of the City of Peoria, Arizona are paid.

Section 14. Amendment to Paragraph 14.C

Section 14.C ("General Provisions") shall be amended to read as follows:

C. City and the City Attorney agree that the items covered by this contract Amendment shall become effective June 4, 2019, following Council approval of this Contract Amendment.

City and City Attorney agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full forth and effect and shall apply to, and shall govern, this amendment of the Agreement.

In WITNESS THEREOF, the parties execute this Contract Amendment on the date set forth above.

CITY OF PEORIA

CITY ATTORNEY

By: Cathy Carlat, Mayor

Vanessa Hickman, City Attorney

ATTEST:

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 5/23/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Kevin Burke, Public Works Director

SUBJECT: Intergovernmental Agreement, Arizona Department of Transportation, Purchase PM-10 Street Sweeper using ADOT Cooperative Contract

Purpose:

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the State of Arizona, Department of Transportation (the "State" or "ADOT") to accept a \$276,851 grant award through Maricopa Association of Governments (MAG) and purchase PM-10 Street Sweeper using ADOT cooperative contract.

Summary:

On November 28 2018, the City's FY19 PM-10 Certified Street Sweeper Application was awarded Congestion Mitigation and Air Quality Improvement (CMAQ) funding by MAG's Regional Council on November 28, 2018, item #5L. The application was by the City submitted to replace sweeper #1655.

On January 17, 2019, MAG informed Peoria that the procurement process would be managed by ADOT, who would later provide instructions for purchasing the grant-funded sweeper. In April, ADOT provided two options for purchasing the sweeper; both require an Intergovernmental Agreement between the State and the City of Peoria. The City selected the option to purchase the sweeper using an ADOT cooperative contract and this Intergovernmental Agreement was provided to the City for review in May.

If Council approves the Intergovernmental Agreement, the City will be able to purchase the sweeper using an ADOT cooperative contract. The City will be responsible for purchasing the street sweeper for \$298,548 and of those funds; MAG will review and submit authorization to the State to reimburse the City for \$276,851. The City's share of the street sweeper expense is \$21,697.

Previous Actions/Background:

There are no previous actions relative to this project.

Options:

A: Council could act to approve the Intergovernmental Agreement between ADOT and the City of Peoria and purchase grant funded street sweeper using ADOT cooperative contract.

B: Council could decline the Intergovernmental Agreement between ADOT and the City of Peoria and purchase grant funded street sweeper using ADOT cooperative contract.

Staff Recommendation:

Staff recommends that Council authorize the Intergovernmental Agreement between ADOT and the City of Peoria and purchase grant funded street sweeper using ADOT cooperative contract, as such is now a requirement to receive CMAQ grant funding.

Fiscal Analysis:

Funds are available for this street sweeper purchase in the Streets/Transit Equipment Reserve, 3150-3550-542502.

Contact Name and Number:

Kevin Burke, Public Works Director, (623) 773-7395.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 5/20/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Kevin Burke, Public Works Director

SUBJECT: Intergovernmental Agreement, City of Glendale, Landfill Disposal Services

Purpose:

Discussion and possible action to: (a) approve an Intergovernmental Agreement (IGA) with the City of Glendale to extend Landfill Disposal Services, effective July 1, 2019; and (b) approve a budget transfer in the amount of \$2,200,000 from the General Fund Contingency account to the Solid Waste Expansion Fund account to fund an investment in the Glendale Landfill.

Summary:

The City of Peoria's Solid Waste program provides service to more than 56,000 households. The City of Peoria currently has an agreement with the City of Glendale for the disposal of trash in the Glendale Landfill.

This agenda item turns a pending challenge into an opportunity. In the 2011 Legislative Session, a law was passed that prohibited Solid Waste Development Impact Fees (DIF). This was a fee collected on each new household or commercial structure to offset the sunk cost of expanding the solid waste business. Municipalities have until January 1, 2020 to spend any impact fees collected prior to that change in the law. The City of Peoria had approximately \$3.2 million in unallocated DIF fees that may only be expended for Solid Waste related expenses. In December 2018, the Council authorized the use of \$1 million in DIF to invest in the upgrade of the equipment at the Phoenix Material Recovery Facility (MRF) to better sort recycled materials and received an equal offset credit.

Staff proposes investing the remaining \$2.2 million to purchase capacity in the Glendale Landfill. The City of Glendale has embarked on the excavation and preparation of a large cell within the Glendale Landfill. This IGA will transfer \$2.2 million to Glendale to offset those costs and create capacity for future Peoria trash. In return, the City of Glendale will offer a dollar-for-dollar credit against future tipping fees incurred by the City of Peoria. In other words, if it costs Peoria \$27 per ton to deposit trash in the Glendale Landfill, Peoria will receive a \$27 credit per ton up until the \$2.2 million is recovered.

This credit is expected to take multiple years to be recovered. Because the existing IGA is scheduled to expire in June of 2020, both parties agreed it was best to reset the IGA to a 5 year term. Therefore, we are presenting a new agreement rather than a simple extension.

The terms of the agreement will remain largely the same, with no change to the financial terms that were present in the remaining year of the existing IGA. The existing IGA raises the tipping fee from \$25 per ton to \$27 per ton July 1, 2019. The proposed IGA holds that rate flat in the subsequent year and then increases according to the chart below. Over the course of the contract, the rate increases 11% or 2.2% a year which is below the current Trash CPI of 4.5% per year according to the Bureau of Labor Statistics.

Tipping Fee	Applicable Term
\$27.00	July 1, 2019 through June 30, 2020
\$27.00	July 1, 2020 through June 30, 2021
\$29.00	July 1, 2021 through June 30, 2022
\$29.00	July 1, 2022 through June 30, 2023
\$30.00	July 1, 2023 through June 30, 2024

The term of this Agreement shall begin on the effective date of July 1, 2019, and shall continue thereafter until June 30, 2024. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for two additional periods of three years each, unless terminated under the terms of this agreement.

Previous Actions/Background:

This IGA with Glendale was last extended by Council June 27, 2017.

Options:

A: Council could approve the proposed Intergovernmental Agreement for Landfill Disposal Services and approve the budget transfer to enable Peoria to invest in the Glendale Landfill expansion.

B: Council could decline to approve the proposed Intergovernmental Agreement for Landfill Disposal Services, and not approve the budget transfer and stay with the existing IGA until it expires.

Staff Recommendation:

Staff recommends that the Mayor and City Council approve the new IGA with the City of

Glendale for Landfill Disposal Services and authorizes the budget transfer of \$2,200,000.00 from General Fund Contingency (1000-0300-570000) to the Solid Waste Expansion Fund (2650-2860-520099).

Fiscal Analysis:

The Solid Waste Expansion Fund has available fund balance to accommodate the \$2,200,000 investment in Glendale Landfill to secure capacity and equivalent tipping fee credits for Peoria. Approving the new Landfill Disposal Services IGA with the City of Glendale will enable the City to avoid processing costs of at least \$2,200,000 over the term of the IGA that it otherwise would have been required to pay the City of Phoenix.

ATTACHMENTS:

Intergovernmental Agreement

Contact Name and Number:

Kevin Burke, Public Works Director, (623) 773-7395

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES (this "Agreement") is made and entered into _____, 2019, between the City of Peoria, an Arizona municipal corporation ("Peoria") and the City of Glendale, an Arizona municipal corporation ("Glendale"). Peoria and Glendale are referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Peoria and Glendale intend to enter into this Intergovernmental Agreement for Landfill Disposal Services. Peoria and Glendale are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Peoria and Glendale find it mutually beneficial for Glendale to provide landfill disposal services to Peoria.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Peoria and Glendale hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Acceptable Waste" means household solid waste collected by the Parties in their respective service areas for disposal in the Facility that is normally generated by business, industrial, and commercial establishments, which consists of (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility, as defined below); and (vi) friable and non-friable asbestos containing waste material. Acceptable Waste does not include any Hazardous Waste, Special Waste, Medical Waste, including "red bags," or Unacceptable Waste, as defined herein, or any other waste not normally accepted at the Facility, as such term is defined below.

“Applicable Laws, Rules, and Regulations” means the laws, statutes, regulations and rules enacted by the federal government or any agency thereof, the state or any political subdivision thereof, affecting the permitting, operation or use of the Facility (as defined below), as such laws, statutes, regulations and rules are now in effect or as adopted subsequently.

“Contract Year” means one fiscal year period of July 1 through June 30.

“Dollars” means United States dollars.

“Facility” means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

“Fiscal Year” means the City of Glendale’s calendar for a fiscal year, currently July 1 through June 30.

“Force Majeure” means any act, event, or condition having a direct, material, adverse effect on the ability of the Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

- A. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.
- B. The order, judgment, action, or determination of any court, administrative agency, or governmental body: (1) that adversely affects the (a) operation of the Facility, (b) the right or ability for the Facility to accept Acceptable Waste by road or (c) the right or ability of the Facility to dispose of the Acceptable Waste; or (2) resulting in the suspension, termination, interruption, denial or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Facility, or acceptance, processing, transportation, or disposal of Acceptable Waste; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of Applicable Laws, Rules and Regulations, as replaced or amended, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful or intentional action or inaction of such Party.
- C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension, termination, interruption, or failure is not also the result of a wrongful or negligent

act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.

- D. The failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

“Hard to Handle Waste” means waste requiring special handling such as the burial in an area away from the main working face of the Landfill, the breaking up of large materials as mobile homes or pieces of concrete, spools of wire and Hot Loads (as defined below).

“Hazardous Waste” means (A) any material or substance which, by reason of its composition or characteristics, is (1) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq.*, as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulation, or policies thereunder, or (2) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (B) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to the Facilities; and (C) any material which would result in process residue being hazardous waste under (A) and (B) above.

“Hot Load” means any load of materials delivered to the Facility that is emitting smoke, fire or fumes, or may be in imminent danger of fire or explosion.

“Medical Waste” means any material or substance that, by reason of its composition or characteristics, is medical waste as defined by the Arizona Department of Environmental Quality.

“Special Investment Credit” shall have the meaning assigned to it in section 3.1(D) below.

“Special Waste” means any waste that is defined as a Special Waste under or pursuant to Arizona Revised Statutes § 49-851 *et seq.*, federal, or local laws or regulations, as replaced or amended.

“Tipping Fee” shall mean the total rate charged and adjusted by Glendale for disposal by Peoria at the Facility, as more fully set forth in Section 3.3 of this Agreement. The Tipping Fee shall include any applicable taxes, fees, or levies, as replaced or amended, that the Facility is required to pay for waste delivered to and accepted by the Facility.

“Ton” means two thousand (2,000) U.S. pounds.

“Unacceptable Waste” means that portion of solid waste that may not be disposed of at the Facility, such as, but not limited to: (A) explosives, radioactive materials, medical waste or infectious waste, tires (excluding tires delivered by Peoria residents as per Section 2.2 b), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including major motor vehicle parts, and agricultural and farm machinery and equipment; (C) used oil; (D) materials that, in the reasonable judgment of Peoria and Glendale may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of the Facility such as Hot Loads; or (E) waste not authorized for disposal at any Facility by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal/state law or by the disposal jurisdiction as radioactive waste, Medical Waste including “red bags,” Special Waste, or Hazardous Waste.

2. Delivery of Acceptable Waste.

2.1 Acceptable Waste Delivered.

- A. Peoria shall use its reasonable best efforts to ensure that all materials delivered to the Facility shall constitute only Acceptable Waste. Glendale shall have the right to refuse to accept Unacceptable Waste at the Facility. Peoria will be charged the fees established in Section 3.3 below.
- B. Peoria residents will be charged the established rate in section 3.3. below for Acceptable Waste delivered in self-hauled loads to the Facility for disposal. All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The fee is subject to change at any time to reflect the market cost of Freon removal.
- C. Waste tires delivered by Peoria residents will be accepted and assessed a waste tire handling fee of \$3.00 per tire in addition to the Tipping Fee. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. Off-road vehicle tires will not be accepted. Peoria residents will be limited to the delivery of five waste tires every 90 calendar days. This waste tire handling fee is subject to change with 30 days notice to reflect the Facility cost of handling.
- D. Peoria and Glendale recognize that even though certain solid waste would constitute Acceptable Waste, it can be of such a quantity or character as to require special handling for disposal (Hard to Handle Waste). In the event Glendale identifies Acceptable Waste as Hard to Handle Waste, it shall notify Peoria of any additional charges related to disposal of same prior to disposal.
- E. Peoria and Glendale recognize that although waste tires with or without rims constitute Unacceptable Waste, they may on occasion be mixed with Acceptable Waste without Peoria’s knowledge or intent. In such event,

waste tires will be handled by the Facility. However, should the receipt of such unacceptable waste tires become an unreasonable burden on the Facility, both parties agree to make a reasonable effort to resolve the problem. Waste tires delivered by Peoria residents, as discussed above, are not included as Unacceptable Waste.

2.2 Weighing of Acceptable Waste.

- A. Each vehicle delivering Acceptable Waste shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Peoria shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Waste shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Peoria, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the Facility.
- B. Glendale shall maintain the weighing devices at the Facility for the purpose of providing its services hereunder. Glendale shall test and recalibrate the scales at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Peoria.
- C. In the event the scales become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Waste delivered to the Facility on the basis of truck volume and historical data obtained through operation of the Facility. These estimates shall serve as official records for the duration of the scale outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than five consecutive days, and in the aggregate not more than 15 days in any 6 month period.
- D. To expedite turnaround time at Facility, Peoria will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Peoria with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

2.3 Vehicle Turnaround Time. Each and every vehicle delivering Acceptable Waste to the Facility shall be able to enter the Facility, unload and exit the Facility within a period of not longer than 20 minutes, with the understanding that bad weather conditions, such as heavy rain, may cause delays beyond the control of the Facility. The average period of not longer than 20 minutes is based on the use of the unattended scale system and an average period of not longer than 8 minutes to unload the Peoria vehicles. Glendale shall provide experienced staff at the Facility to direct incoming drivers.

- 2.4. Delivery Vehicles.** Acceptable Waste may be delivered to the Facility in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection trucks, front-loading collection trucks, tractor-trailer vehicles, open top and closed roll-off containers, compactors, and other open or closed vehicles. The Facility shall be equipped to receive all vehicles that are lawfully used to transport Acceptable Waste.
- 2.5 Hot Loads.** In the event that a Peoria vehicle dumps a Hot Load, Peoria agrees to pay the reasonable costs incurred by Glendale for the handling of that Hot Load, including costs related to response by public safety personnel as well as cleanup and disposal costs related to the material.
- 2.6 Procedure for Handling Unacceptable Waste.** Unacceptable Waste detected before it is tipped at the Facility disposal area shall not be unloaded from the delivery vehicle. If Unacceptable Waste is detected after it has been unloaded, Glendale shall promptly set aside or isolate the material. Glendale will notify Peoria and provide Peoria with an opportunity to either remove the Unacceptable Waste within eight (8) working hours (provided the waste material does not pose an immediate danger) or instruct Glendale to contract for the removal of the material and invoice Peoria for the removal cost.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

- A. Glendale shall deliver to Peoria within ten working days after the end of the month, an electronic monthly report that shall specify the number of tons of waste received during the previous month. The report will provide a summary of the previous month's weight tickets for all waste received each day at the Facility, including transaction number, truck number, date, time, material type, net tons and total fee. Because the unattended scale system will be used by Peoria vehicles, weight tickets will be provided to drivers only upon request.
- B. Any weight that has been determined by estimate as described in Section 2.2(C) above shall be noted on all records of such weight.
- C. Peoria shall review each monthly report and/or billing statement and pay the fee required for tonnage delivered to the Facility during that month based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently requires payment prior to the last business day of the month. These remittance terms may change to align with any change in business practices. Glendale must notify Peoria in writing regarding any changes to the remittance terms, and any changes will not take effect until at least 90 days after the notice is provided in a manner consistent with Section 12.11 of this Agreement.

- D. Special Investment Credit. Peoria agrees to make a \$2,200,000 Special Investment in the Facility prior to January 2, 2020 to help fund the construction of the Facility's North Cell and the Facility's overall future capacity and operation. Peoria's Special Investment shall be considered a pre-payment of or credit against future Tipping Fees and other fees incurred by Peoria for the disposal of loads of any Waste it delivers to the Facility, as provided in this Agreement. Peoria will draw down against this credit until the balance of the credit is exhausted. Glendale will calculate the amount owed by Peoria on a monthly basis in accordance with Section 3.1(C) and use any balance remaining from the credit to satisfy any amount that would otherwise be due. Peoria shall notify Glendale, not later than 60 days prior to the commencement of the fiscal year, the amount of the Special Investment Credit to apply to each ton disposed at the Facility in that fiscal year until the Special Investment Credit is exhausted. Glendale will track and report the cumulative drawdown against the Special Investment Credit monthly and will also provide an annual summary accounting to Peoria. Once the Special Investment Credit is exhausted, Peoria will be billed and will pay the fees due and owing to Glendale on a monthly basis. In the event this Agreement is terminated for any reason before the Credit is exhausted, any remaining balance shall be refunded to Peoria within 60 days of such termination.

3.2 Recordkeeping, Accounting and Auditing.

- A. Glendale shall keep and maintain complete and detailed records related to the delivery of Acceptable Waste and Unacceptable Waste and records providing the basis for the invoicing requirements under this Section including (1) tonnage of Acceptable Waste delivered by Peoria to the Facility and (2) quantities of Unacceptable Waste and the disposition of such material including the character of the waste, the date, time, and vehicle identification of each vehicle. Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with their performance under this Agreement in accordance with generally accepted accounting principles.
- B. Peoria, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for Acceptable Waste tonnage (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or seven years from the date such Accounting Records were first created, whichever comes first.

3.3 Tipping Fees.

- A. The Tipping Fee for disposal services at the Glendale Landfill shall be as

follows:

Tipping Fee	Applicable Term
\$27.00	July 1, 2019 through June 30, 2020
\$27.00	July 1, 2020 through June 30, 2021
\$29.00	July 1, 2021 through June 30, 2022
\$29.00	July 1, 2022 through June 30, 2023
\$30.00	July 1, 2023 through June 30, 2024

This Tipping Fee includes the current \$0.25 per ton Arizona Department of Environmental Quality tax.

All loads delivered after 4:30 p.m. (AZ time) will be assessed an additional \$7.00 per ton.

The rates are based on a minimum annual of 25,000 tons annually brought by the City of Peoria. If the minimum annual tonnage is not met, the following year rate will be increased by \$2 per ton.

- B. Tonnage will be tracked as trucks pass through the scale and charged the appropriate Tipping Fee.
- C. As provided in Section 4.1 of this Agreement, the Tipping Fee shall be reviewed prior to extension of the term of this Agreement as set forth in Section 4.1 below. The fee review will be conducted no later than January 1, 2024 with Tipping Fee adjustments completed and effective July 1, 2024.
- D. The Tipping Fee may be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State, or County taxes, fees, or levies for waste accepted at the Facility.
- E. Water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility), shall be deposited at the Tipping Fee established for Peoria per this Agreement. The sample analysis shall be conducted every six months.
- F. All appliances containing Freon and delivered by Peoria collection vehicles will be assessed a separate fee, in addition to the Tipping Fee, to cover the cost the Facility incurs for Freon removal. This fee is subject to change at any time to reflect the market cost of Freon removal.

- G. A Hard to Handle Waste fee of \$131.25 per ton will be charged for Hard to Handle Waste as defined in Section 1. This fee includes the current \$0.25 per ton Arizona Department of Environmental Quality tax.

4. Term and Termination.

4.1 Term of Agreement. The term of this Agreement shall begin on the effective date of July 1, 2019, and shall continue thereafter until June 30, 2024. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for two additional periods of three years each, unless terminated pursuant to Section 4.2 below.

4.2 Termination.

- A. Notwithstanding the provisions of Section 4.1 above, Peoria may terminate this Agreement without cause at the end of any Contract Year upon prior written notice to Glendale. Such written notice must be received no later than April 1 of the then-current Contract Year and termination will be effective midnight on June 30 of the then-current Contract Year.
- B. Glendale may terminate this Agreement, at any time, with 180 calendar days written notice to Peoria. There shall be no payment associated with the termination of this Agreement by Glendale.
- C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. General Obligations.

5.1 Operation and Maintenance of the Facility. Glendale shall operate and maintain the Facility in a manner that is consistent with its obligations under this Agreement and is consistent with all Applicable Laws, Rules, and Regulations, as replaced or amended.

5.2 Laws and Regulations. Glendale shall, in the operation of the Facility and the performance of its obligations under this Agreement, comply with any and all Applicable Laws, Rules, and Regulations, as replaced or amended, during the term of this Agreement, which are applicable to the Parties, their respective employees, agents, or subcontractors, if any.

6. Facility Operations.

6.1 Hours and Days of Operation. The Facility must be operational to receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m., excluding City of Glendale holidays. Alternative holiday schedules may be established by mutual agreement of the Parties.

6.2 Right to Inspect. Peoria shall have the right to enter and inspect the Facility to observe operations during operating hours as long as: (A) such visits are conducted in a manner that does not cause unreasonable interference with operations; and (B) any person conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated Facility employee.

7. Unacceptable Waste.

7.1 Discovery of Unacceptable Waste. If Glendale discovers Unacceptable Waste or waste that is suspected is Unacceptable Waste received from Peoria, Glendale shall:

- A. Isolate, remove and set aside that portion of the load which it determines is or may be Unacceptable Waste.
- B. Notify Peoria of the discovery of Unacceptable Waste within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next business day.
- C. Gather, preserve, maintain and make available to Peoria all evidence demonstrating that the Unacceptable Waste was delivered by Peoria.
- D. Test or arrange to have tested the suspected Unacceptable Waste to ascertain whether that waste is Unacceptable Waste.
- E. Allow Peoria to (1) inspect such Unacceptable Waste within eight hours of notice to Peoria of the existence of such waste and (2) test the waste and examine all other evidence gathered by Glendale within seventy-two hours after the discovery of such waste. For purposes of any inspection conducted, Peoria shall have access to the Facility and/or any other site at which Unacceptable Waste is located, subject to the conditions set forth in Section 6.2 above.

7.2 Rejection of Unacceptable Waste. Glendale shall have the right to reject Unacceptable Waste after the load is unloaded at the Facility by giving notice to Peoria as set forth in Subsection 7.1(B) above. Unacceptable Waste shall be deemed accepted if not rejected.

7.3 Disposal of Unacceptable Waste. If Unacceptable Waste is discovered at the Facility and there is substantial proof that the Unacceptable Waste was delivered to the Facility by Peoria under this Agreement, Peoria shall (A) to the extent

practicable, promptly remove and dispose of the Unacceptable Waste or (B) pay Glendale the actual reasonable cost for disposal of the Unacceptable Waste. Peoria shall also pay or reimburse Glendale for the actual reasonable cost of the inspection, testing, identifying and handling of the Unacceptable Waste.

- 7.4 Disposal of waste not deemed Unacceptable.** If, after inspecting and/or testing the waste, Glendale discovers no Unacceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Facility by Peoria, Glendale shall dispose of that waste at no additional cost to Peoria.

8. Representations and Warranties.

8.1 Glendale hereby represents and warrants to Peoria that:

- A. Glendale has the full power and authority to execute and deliver this Agreement to Peoria and carry out the transactions contemplated hereby.
- B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.
- D. The Facility is and will remain appropriately permitted or licensed to accept the Acceptable Waste and otherwise perform as required by this Agreement.
- E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

8.2 Peoria hereby represents and warrants to Glendale that:

- A. Peoria has the full power and authority to execute and deliver this Agreement to Glendale and carry out the transactions contemplated hereby.
- B. Peoria has taken all necessary action to execute, deliver and perform this Agreement.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Peoria's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Peoria's obligations under this Agreement.

- D. Upon execution and delivery of this Agreement by Peoria, it will constitute a legal, valid and binding obligation of Peoria enforceable against it in accordance with the terms hereof.

9. Indemnification.

Each Party (as “indemnitor”) agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney’s fees (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials.

10. Obligations during Force Majeure.

- 10.1 Notice Relating to Force Majeure.** If any act or event of Force Majeure occurs which affects either Party’s ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as reasonably practicable, and shall deliver to the other Party within 48 hours after such oral notice, written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.
- 10.2 Obligation of the Parties during an Event of Force Majeure.** If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from performance during the existence of the Force Majeure upon written notice to the other Party claiming Force Majeure. A Force Majeure for which said notice has not been given shall be an unexcused delay. The effects of said Force Majeure shall be remedied with all reasonable dispatch, and said Party giving notice shall use best efforts to eliminate and mitigate the consequences thereof.

11. Immigration Law Compliance.

- 11.1** Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with Arizona Revised Statutes §23-214(A) which requires registration and participation with the E-Verify Program.
- 11.2** Any breach of warranty under Section 11.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 11.3** Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 11.1 above.
- 11.4** Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 11.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 11.
- 11.5** Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.
- 11.6** The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 11.7** The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

12. General Provisions.

- 12.1 Non-Assignment.** Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.
- 12.2 Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 12.3 Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto

which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.

- 12.4 Indulgences Not Waivers.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.
- 12.5 Construction.** This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.
- 12.6 No Other Parties To Benefit.** This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.
- 12.7 Inurement.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.
- 12.8 Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
- 12.9 Modification and Waiver.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.
- 12.10 Laws and Regulations.** The Parties shall, in the operation of the Facility and the performance of their obligations under this Agreement, comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to the Parties, their respective employees, agents, or subcontractors, if any.
- 12.11 Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set

forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below, or (D) delivered by email transmission to the number set forth below:

To Peoria: City of Peoria
Public Works Department
9875 N. 85th Avenue
Peoria, Arizona 85323
ATTN: Kevin Burke, Public Works Director
Email: Kevin.Burke @peoriaaz.gov

With a copy to: City of Peoria
City Attorney's Office
9875 N. 85th Avenue
Peoria, Arizona 85323
ATTN: Vanessa Hickman, City Attorney
Email: Vanessa.Hickman@peoriaaz.gov

To Glendale: City of Glendale
Field Operations Department
6210 West Myrtle Avenue, Suite 111
Glendale, Arizona 85301
ATTN: Michelle Woytenko, Director, Field
Operations
Email: MWoytenko@glendaleaz.com

With a Copy to: City of Glendale
City Attorney
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301
Michael Bailey, City Attorney
Email: MBailey@glendaleaz.com

or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (C) the following business days after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by email during the normal business hours of the recipient. Failure to provide notice to both the technical and legal representatives identified above (or their successors) shall not constitute adequate notice under this Agreement.

12.12 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

- A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.
- B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

12.13 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement and that Peoria and Glendale may contract with others to provide for services similar to those in this Agreement with respect to the Facility and the collection and delivery of Acceptable Waste.

12.14 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Peoria and Glendale, or to render either Peoria or Glendale liable for contractual or governmental obligations of the other including, without limitation, obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

12.15 Remedies. The Parties to this Agreement, in addition to the right of termination provided pursuant to Section 4.2 of this Agreement, shall in the event of a material breach of any term of this Agreement have available all remedies provided by law or in equity for such breach, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party in connection with any dispute respecting any term of this Agreement.

12.16 Non-discrimination. The Parties will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Both Parties will require any Contractor or Sub-contractor to be bound to the same requirements as stated within this section. Each Party warrants compliance with this section.

12.17 Attestation of PCI Compliance. When applicable, Peoria will provide Glendale annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Peoria with oversight responsibility.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

“PEORIA”

“GLENDALE”

By: _____
Cathy Carlat, Mayor

By: _____
Jerry Weiers, Mayor

ATTEST:

ATTEST:

By: _____
Rhonda Germinsky, City Clerk

By: _____
Julie K. Bowers, City Clerk

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Peoria. No opinion is expressed as to the authority of any parties, other than the City of Peoria to enter into this Agreement.

Vanessa Hickman
Peoria City Attorney

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

Michael D. Bailey
Glendale City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 5/6/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy District Manager

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

SUBJECT: Intergovernmental Agreement, Maricopa Association of Governments (MAG), Pedestrian and Bicycle Project Assessment for the Hatfield and New River Multi-Use Paths

Purpose:

Discussion and possible action to adopt **RES. 2019-95** authorizing the City Manager to execute an Intergovernmental Agreement (IGA) with Maricopa Association of Governments (MAG) for Pedestrian and Bicycle design concept for the Hatfield Powerline Corridor Multi-Use Path and the New River Multi-Use Path.

Summary:

In June 2018, the City of Peoria applied for MAG Design Assistance funding and close-out funding in the amount of \$80,000. The City of Peoria was awarded Design Assistance funding in the amount of \$69,900 with a local match to be funded by the City in the amount of \$10,100.

The goal of the project is to provide a Project Assessment (PA) and 15% design concept plans for the evaluation of two segments for proposed multi-use paths that when combined, will add approximately five miles to the Peoria Trail System; New River Trail from Happy Valley Road to Jomax Road and the Hatfield Trail from New River to 107th Avenue.

Segment #1 is proposed for the east side of the New River. This segment extends from just south of Happy Valley Road north to Jomax Road. South of Happy Valley Road is an existing concrete path originally constructed as a part of the adjacent residential development. Some portions of this existing path will need to be reconfigured to improve the geometrics of the alignment and the drainage along the path. The path is proposed for the area along the east bank of the New River north of Happy Valley Road up to Jomax Road. There are no existing concrete paths in this area. However, there are some lengths of earthen graded trails, which may be used for the proposed alignment. The purpose of this study is to define a preferred alignment to create a continuous path along this portion of the east bank of the New River, which is approximately one mile in length.

Segment #2 is proposed to be an east-west alignment within the Hatfield Powerline corridor that extends from the New River in a westward direction to 107th Avenue. The proposed path for this segment will occur within the SRP Powerline Corridor, which extends in an east-west direction. The eastern portion of this proposed path will connect to the New River Path that is currently in design along the east side of New River. Extending from that connection point to the west, the proposed path will stay within the powerline corridor, cross 83rd Avenue, 91st Avenue, Lake Pleasant Parkway and terminate at 107th Avenue. The length of this segment is approximately four miles.

The desired design of the path consists of a 12-foot-wide concrete hard surface, an 8-foot-wide stabilized decomposed granite soft surface, and 2-foot shoulders on either side. This study will also evaluate whether that cross-section is achievable or if a different cross-section could be better accommodated.

According to MAG, an IGA is required to identify and define the level of financial participation by the City and MAG to prepare a PA and 15% design concept plans.

Previous Actions/Background:

Council approved funding for the future phases of Segment #1 - New River Multi-Use Path from Happy Valley Road to Jomax Road, as part of the FY2020-2029 Capital Improvement Program; Design funds are programmed in FY25, Land Acquisition funds are programmed in FY26 and Construction funds are programmed in FY27.

There is no funding programmed for the future phases of Segment #2 – Hatfield Corridor Trail from New River to 107th Avenue.

Options:

A: Adopt the resolution to approve the IGA for Pedestrian and Bicycle Improvements for the Hatfield Powerline Corridor Multi-Use Path from New River to 107th Avenue and the New River Multi-Use Path from Happy Valley Road to Jomax Rd.

B : Deny the adoption of the resolution to approve the IGA for Pedestrian and Bicycle Improvements for the Hatfield Powerline Corridor Multi-Use Path from New River to 107th Avenue and the New River Multi-Use Path from Happy Valley Road to Jomax Road. This will delay the conceptual design of the two multi-use path segments.

Staff Recommendation:

Staff recommends adoption of the resolution to approve the IGA.

Fiscal Analysis:

The City has identified the local match funding in the amount of \$10,100 as part of the FY19 Community Works Program. Payments will be made from the Community Works Program Account 7000-7050-543001-CIPST-COP0001.

ATTACHMENTS:

Vicinity Map

Location Map

IGA

Resolution

Contact Name and Number:

Dan Nissen, P.E., Deputy Engineering Director, (623) 773-7214



City of Peoria
DEVELOPMENT AND ENGINEERING

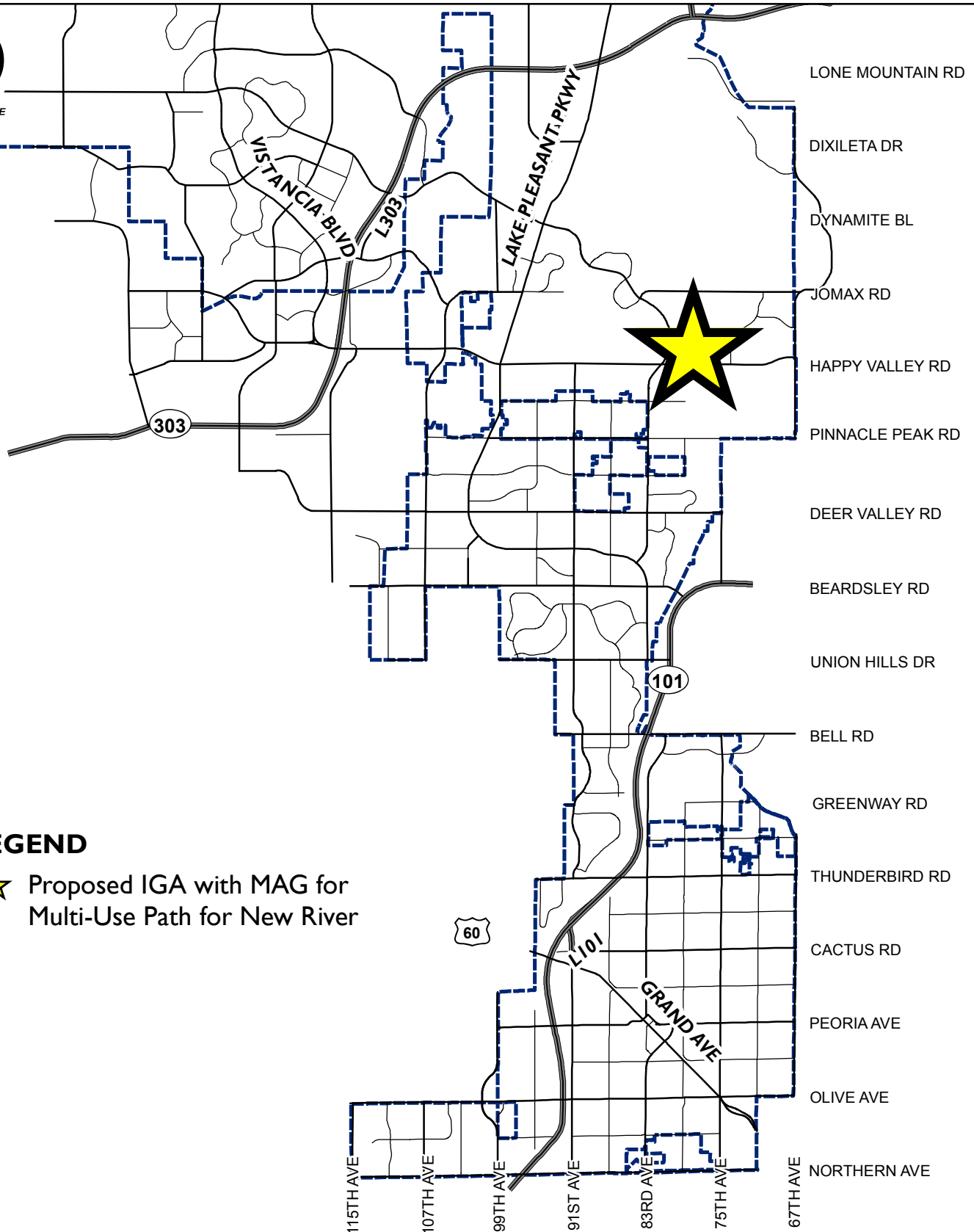
CS00165 - IGA with MAG for
Pedestrian and Bicycle Improvements
Hatfield and New River Multi-Use Path
Vicinity Map



NOT TO SCALE

LEGEND

- ★ Proposed IGA with MAG for
Multi-Use Path for New River

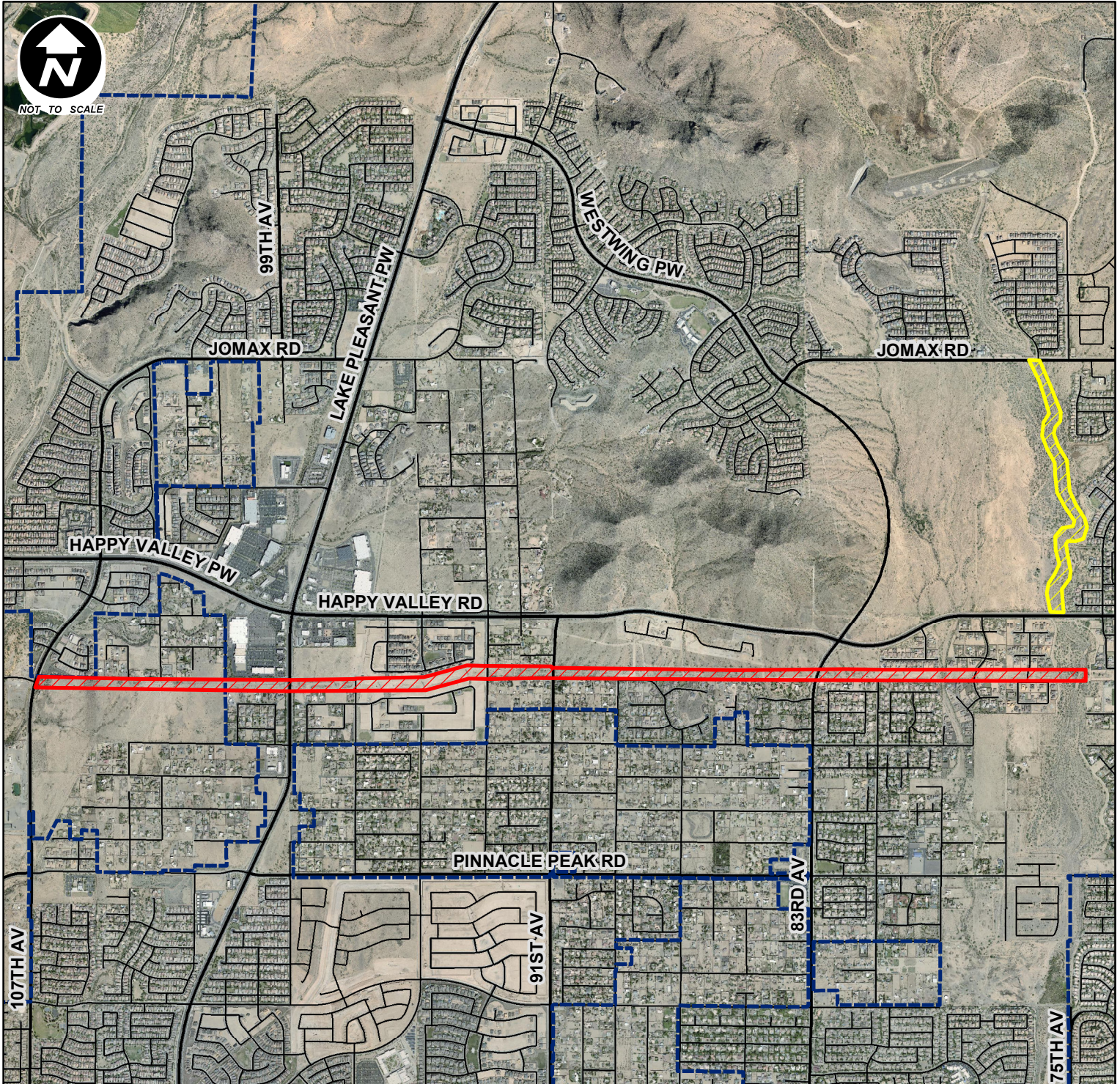




City of Peoria

DEVELOPMENT & ENGINEERING

CS00165 - IGA with MAG for Pedestrian and Bicycle Improvements Hatfield and New River Multi-Use Path *Location Map*



LEGEND



Hatfield Power Line Corridor



New River Corridor



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

**AGREEMENT BETWEEN
MARICOPA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF PEORIA
FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR HATFIELD AND NEW RIVER MULTI-USE
PATH**

This agreement (Agreement) is between the Maricopa Association of Governments (MAG), an Arizona non-profit corporation and the City of Peoria, an Arizona municipal corporation (CITY), collectively referred to as the "Parties," or individually as a "Party."

This Agreement shall become effective as of the date it is duly executed by the last Party and shall continue in full force and affect until June 30, 2020. MAG and CITY view this Agreement as a mutually beneficial relationship.

A) Statutory Authorization Agreement

MAG

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration (FHWA) Funds, and Federal Transit Administration (FTA) Funds as described in the FY 2019 MAG Unified Planning Work Program and Budget (FY 2019 UPWP), and as described in the agreement between MAG and the Arizona Department of Transportation (ADOT).

THE CITY OF PEORIA

CITY is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

B) Purpose of the Agreement

The purpose of this Agreement is to identify and define the level of financial participation by CITY and MAG to prepare a Project Assessment (PA) and 15% design concept plans for the evaluation of two segments for proposed multi-use paths that, when combined, will add approximately 5 miles to the Peoria Trail System; New River Trail from Happy Valley Road to Jomax Road and the Hatfield Trail from New River to 107th Avenue (PROJECT).

The PROJECT will be completed through MAG Contract No. 0600-0145-18-E001-828A-0S.000000 using a consultant(s) from the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program and Bicycle and Pedestrian Master Plans and First Time Updates On-Call Consultant list. The cost of this PROJECT will not exceed EIGHTY THOUSAND DOLLARS AND 00/100 (\$80,000.00). The scope of work is set forth in Exhibit "A."

C) Mission/Goal Statement

The goal of the PROJECT is to provide a Project Assessment (PA) and 15% design concept plans for the evaluation of two segments for proposed multi-use paths that when combined will add approximately 5 miles to the Peoria Trail System.

D) Study Funding

1. MAG is the recipient of FY 2019 FHWA Planning Funds as described in the FY 2019 UPWP and in the agreement between MAG and the ADOT.

2. The FY 2019 UPWP includes the PROJECT as part of the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program.

3. The consultant contract for the PROJECT will be for an amount not to exceed \$80,000.00. Subject to the availability of funding and approval of their respective governing bodies, funding for the PROJECT will be shared among the Parties as follows:

Maricopa Association of Governments	\$ \$29,500.00
Closeout Funds	\$ 40,400.00
City of Peoria Local Funds	<u>\$ \$10,100.00</u>
Total	\$ \$80,000.00

4. Cost adjustments: The MAG/CITY proportional share is to be split 80/20 for any amount less than or equal to \$80,000.00. The CITY shall pay any costs in excess of \$80,000.00.
5. CITY'S financial participation is limited to paying CITY'S proportional share as provided in paragraphs 3 and 4 above. It shall be MAG's responsibility to enter into the consultant contract.
6. MAG will invoice CITY for CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The CITY shall make payment to MAG thirty (30) calendar days after receipt of invoice. The financial contribution of both Parties shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to CITY upon CITY's written request.
7. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

For MAG:

Eric J. Anderson
Executive Director
Maricopa Association of Governments
302 North First Avenue, Suite 300
Phoenix, Arizona 85003
602-254-6300

For the City of Peoria

Adina C. Lund
Development and Engineering Director
City of Peoria
9875 North 85th Avenue
Peoria, Az 85345

Notices shall be deemed received on date delivered, if delivered by hand; on the day it is sent by confirmed email; on the second day after its deposit with any commercial air courier or express service; or, if mailed, ten (10) calendar days after the notice is deposited in the United States mail as above provided; and on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by confirmed email shall also be sent by regular mail to the recipients at the above addresses. This requirement for duplication notice is not intended to change the effective date of the notice sent

by confirmed email.

8. In the event that the MAG funds required for performance of this Agreement are withdrawn or are not available for funding, this Agreement, without penalty to any of the Parties, may be immediately terminated; and any financial contribution paid by CITY will be returned to CITY.
9. Any remaining unspent funds following PROJECT closeout will be retained by MAG for unrestricted use.

E) General Terms and Conditions of the Agreement

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
2. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.
3. Hold Harmless. Each Party to this Agreement ("as Indemnitor") agrees to indemnify, defend and hold harmless the other Party, and such Party's departments, officers, employees, elected officials, agents and representatives (collectively, "INDEMNITEES"), for, from and against all liability, losses, expenses, damages or claims (collectively "CLAIMS") arising from or related to the Indemnitor's performance or non-performance of its obligations pursuant to the terms of this Agreement.
4. This Agreement shall not be construed to imply authority to perform tasks, or accept any responsibility, not expressly set forth herein.
5. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
6. This Agreement shall be subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. § 38-511.
7. This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each Party.
8. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

(Signature page follows)

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

City of Peoria, an Arizona municipal corporation

By: _____
JEFF TYNE
City Manager

Date: _____

By: _____
CATHY CARLAT
Mayor

Date: _____

Attest:

By: _____
RHONDA GREMSKY
City Clerk

Date: _____

Maricopa Association of Governments, an Arizona non-profit corporation


By: _____
Eric J. Anderson
Executive Director

Date: _____

Reviewed as to form by General Counsel for Maricopa Association of Governments, and Counsel for the City of Peoria

I have reviewed the above referenced Agreement between MAG and the CITY OF PEORIA, an agreement proper in form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of MAG to enter into this Agreement.

Vanessa P. Hickman
City of Peoria
City Attorney



Mitesh V. Patel
Maricopa Association of Governments
General Counsel

APPENDIX A - SCOPE OF SERVICES

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)

DESIGN SERVICES FOR THE HATFIELD and NEW RIVER MULTI-USE PATH, PEORIA, ARIZONA

PROJECT DESCRIPTION

The City of Peoria (COP) is evaluating 2 segments for proposed multi-use paths that, when combined, will add approximately 5 miles to the Peoria Trail System. One segment is proposed for the east side of the New River. This segment extends from just south of Happy Valley Road north to Jomax Road. The second segment is proposed to be an east west alignment within a powerline corridor that extends from the New River in a westward direction to 107th Ave. The path alignment for both segments will be defined as a part of this PROJECT.

New River Segment: South of Happy Valley Road is an existing concrete path originally constructed as a part of the adjacent residential development. Some portions of this existing path will need to be reconfigured to improve the geometrics of the alignment and the drainage along the path. The path is proposed for the area along the east bank of the New River north of Happy Valley Road up to Jomax Road. There are no existing concrete paths in this area. However, there are some lengths of earthen graded trails which may be used for the proposed alignment. The purpose of this study is to define a preferred alignment to create a continuous path along this portion of the east bank of the New River which is approximately one mile in length.

Hatfield Power Corridor Segment: The proposed path for this segment will occur within the SRP Powerline corridor which extends in an east/west direction. The eastern portion of this proposed path will connect to the New River Path that is currently in design along the east side of New River with the City of Peoria. Extending from that connection point to the west the proposed path will stay within the powerline corridor, cross 83rd Ave, 91st Ave, Lake Pleasant Parkway and terminate at 107th Ave. The length of this segment is approximately 4 miles.

The desired design of the path consists of a 12 feet wide concrete hard surface, an 8-foot-wide stabilized decomposed granite soft surface, and 2-foot shoulders on either side. This study will also evaluate whether that cross-section is achievable or if a different cross-section could be better accommodated. COP may consider some level of landscaping and irrigation included at certain areas along the length of the pathway.

The tasks identified below correspond to the Stage 1 Scoping Outline provided by MAG for the development of the Project Assessment.

I. WORK PLAN AND TASKS

Task 1. General Coordination and Project Administration.

CONSULTANT will meet with MAG and COP to review the project approach, schedule, specific requirements, and administrative procedures needed to complete this initial phase of the PROJECT. The team will also visit the project site to discuss design issues and recommendations for specific site conditions. The path alignment is proposed to occur along the east bank of the New River and along the powerline corridor. There is a limited area along the east side of New River with an existing concrete path that will be partially realigned to eliminate a tight turn. The project team understands there are budget considerations associated with this project. We will work with COP to establish what elements or segments of the path can be completed initially and what features may need to be addressed by future efforts. The team will work with COP to determine how the path may interface with the existing property owners and HOA's who have property rights

in some areas where the path is proposed. The team will also consider future development activities that are anticipated.

The sub-tasks required to complete this task are as follows:

- 1.1 **Site Visit:** CONSULTANT will observe the 5-mile length of the site to determine existing conditions and possible design considerations. CONSULTANT will take digital images of the various site conditions for future reference and inclusion in the documentation of the PROJECT if needed. It is assumed vehicular access will be available along the power line corridor and observation there will be visible from a vehicle. There may be some limited areas where vehicular access is not available, and those areas will be observed by walking the site.
- 1.2 **Design Standards Review:** CONSULTANT will review AASHTO path design standards and COP's Community Services Master Plan and the Landscape Maintenance Guidelines and Peoria Engineering Standards Manual, for preparation of a conceptual path and landscape treatments.
- 1.3 **Kick-Off/Programming Meeting:** CONSULTANT will coordinate meeting with MAG, COP and the design team to prepare for successful completion of PROJECT. This initial meeting will occur on site and the approach to various conditions will be discussed during this site visit. Meeting notes will be prepared by CONSULTANT
 - 1.3.1 **Outline Goals and Approach:** Outline and define the goals specific to this PROJECT. Identify the general approach to accomplish the goals and to define the levels of expectations for the various assignments.
 - 1.3.2 **Coordinate Project Schedule:** Review the initial project schedule to accommodate the proposed work assignments.
 - 1.3.3 **Site Observation Visit One:** Make arrangements with the key team participants to drive the areas of the power line corridor that are accessible by vehicle. Stop at key areas to discuss design considerations. Some areas may need to be walked along the powerline corridor.
 - 1.3.4 **Site Observation Visit Two:** Make arrangements with the key team participants to do a second site visit to observe the New River segment. The entire length along the New River will need to be walked to observe the field conditions.

Task 2. Data Collection & Analysis.

CONSULTANT will collect available relevant data pertinent to on- and off-site conditions and regulations which may influence the design concept. General data pertaining to grades, hydrology, visual character, vegetation, land use, easements, and utility information will be identified. In addition to these site factors, information pertaining to utilities, engineering constraints, site visibility, path design, lighting considerations, maintenance concerns and COP design guidelines will be considered. CONSULTANT will develop base sheets for this project.

- 2.1 **Obtain Existing Data:** Obtain available site data and coordinate with COP staff to develop base mapping data. Due to the 5-mile length of this project it is expected that the primary basis of the site data will be existing aerial imagery and topography. Initial research has determined the most advantageous base data source is available in several formats from the Flood Control District of Maricopa County.
- 2.2 **Review Existing Data:** Coordinate with COP to identify information included in previous documentation pertinent to the project.
- 2.3 **Review Available Site Data:** Obtain the available data files from the County and manipulate the files to a usable format for this project. Translate GIS files into a CADD format for use in developing the preliminary design plans. The team will work with the data available with the understanding that the level of design detail will correspond to the level

of data available.

- 2.4 Coordinate Base Sheets:** Coordinate with COP to confirm the best means for developing a cost-effective base map for the path segment. The base data and base sheets will be prepared by the design team. It is assumed this data will not be highly detailed due to the limited resources available for base data collection, but it will be appropriate for the purposes of this study. The base data will be prepared in an AutoCAD format. The plans will be developed at 30 scale with 750 linear feet per sheet which is approximately 35 sheets to address the 5-mile length.
- 2.5 Review the Mapping:** Obtain available aerial imaging from in house stock resources and survey data for use as base information. CONSULTANT will utilize existing aerial imagery from available resources to obtain an aerial photograph depicting existing site features current to the date of the data.
- 2.6 Cultural/Historic Data Review:** Provide a data search of identified cultural sites within the trail alignment area as available from the State Historic Preservation Office. Provide an initial assessment as to avoidance or mitigation measures. Specific field evaluations or detailed mitigation treatments are not a part of this scope and would occur in a subsequent design phase.
- 2.7 Review Onsite and Adjacent Land Use:** Review existing land use and ownership for areas along the corridor or adjacent to the path corridor if they influence the path route. Discuss and define COP's knowledge of proposed and adjacent land uses.
- 2.8 Identify Right of Way, Tracts and Easements:** Identify existing tracts, to whom the tracts are dedicated and for what purpose. Identify Right-of-Way easements, ownership and proposed uses of the easements. ROW easement ownership will be identified with coordination assistance from COP. The team will also coordinate with COP to discuss issues of public trail easements with the HOA's and the utility company.
- 2.9 Review Travel Routes:** Obtain and review information of existing and proposed pedestrian travel routes, which may link to this trail corridor. These should include roadway sidewalks, bus routes, bike paths, pedestrian links, etc.
- 2.10 Review Hydrology information:** Obtain and review readily available hydrology reports and documents previously prepared and provided by COP or obtained by the design team that address drainage conditions associated with this site.
- 2.11 Identify Specific Path Design Criteria:** The design team will coordinate with COP to identify path design criteria that would specifically apply to conditions identified along these path segments. For example, areas of steep grades, storm water crossings and arterial roadway crossings may require specific design recommendations.
- 2.12 Identify Utility Agency Criteria:** Coordinate with the powerline utility agency and the high-pressure gas line company to identify criteria they have pertinent to the shared-use of their facilities with a multi-use path.

Task 3. Project Assessment Report.

The Project Assessment (PA) summarizes the initial conditions of the PROJECT. CONSULTANT will follow the specific format provided by MAG for the preparation of this document. The PA will be prepared in a draft format and submitted for review by MAG and COP. Following their review, a meeting will be scheduled to discuss the review comments and any clarifications to be incorporated.

- 3.1 Initial document preparation:** Prepare the written document using the format provided by MAG. Submit the draft document to MAG and COP for review. Portions of this document will likely require assistance from city staff

- 3.2 Review Meeting:** Attend a meeting to review the comments identified on the draft PA. Discuss the clarifications needed and develop a consensus among the participants as to the recommended efforts needed to complete the PA in a satisfactory manner.
- 3.3 Finalize Project Assessment:** CONSULTANT will edit the PA based on the comments received and prepare a final PA for final review and approval by MAG and COP.

Task 4. Concept Plans.

The concept plans will depict the general layout of the path alignment and concepts for possible hardscape features enabling MAG and COP to review the plans at an initial design level. The plans will describe the general type and quality of the proposed materials and treatments. The purpose of developing the documents to this preliminary level is to allow MAG and COP to review the drawings and to ensure the intent of the design is consistent with the needs and desires of COP. The conceptual plan phase is a reasonable point to verify the design intent with the responsible agencies and to confirm the viability and cost effectiveness of the initial design solutions. These documents will be used as the basis for the further development of sequential design plans when deemed appropriate and resources are available.

- 4.1 Develop/Refine Preliminary Path Alignment:** Based on the base data obtained. CONSULTANT will develop a preliminary path alignment for review by MAG and COP. The preliminary concepts will identify the initial path configuration, path nodes, and typical connection links along the path route.
 - 4.1.1 Define Path Cross-section:** The preferred path cross-section will consist of a 12-foot wide concrete surface with an adjacent 8-foot wide soft surface condition. This preferred cross-section may be altered depending on specific site conditions, but the minimum treatment will be a 12-foot concrete path.
 - 4.1.2 Identify Path Alignment:** Identify the path alignment and possible hardscape features, such as nodes or path markers. Establish horizontal and vertical alignment of the proposed pathway. Most of the path is expected to occur within the powerline corridor. Between 91st and 93rd avenues there are private parcels extending into the corridor alignment which will preclude the path from going through those parcels. The path route in this area will need to be determined but it appears it will need to occur within or adjacent to the Hatfield Road right of way.
 - 4.1.3 Identify Path Connection Points:** Determine locations of the proposed path alignment that intersect with other existing or proposed pedestrian facilities. Identify a means to accommodate a safe and defined connection at these path intersections.
 - 4.1.4 Identify User Comfort Elements:** Pathway features such as entry nodes or rest nodes along the pathway will be considered. These features will accentuate access points to the path and provide areas of respite to the trail users for their convenience and safety. They could include shade from proposed tree plantings and/or architectural features.
 - 4.1.5 Consider Preliminary Drainage Structures:** CONSULTANT will consider conceptual designs to address path treatments that may be required to enable the path to cross the New River, washes, and drainage swales. These treatments will examine cost effective solutions that will enhance the safe use of the trail and reduce potential impacts from erosion.
 - 4.1.6 Graphic Representations:** CONSULTANT will prepare representative graphic plan view vignettes and cross-sections to include in the report document to demonstrate the intent of the design concepts for some of the specialty features.
 - 4.1.7 Roadway Crossings:** The proposed trail will cross existing roadways at (76th Ave,

77th Lane, 83rd Ave, 91st Ave, 93rd Ave, 97th Ave, and Lake Pleasant Parkway (below grade and at grade). There will be a proposed connection to 107th Ave. and a recommendation for the stub-out at 81st Ave will be described. Recommendations will be made to address these street crossings.

- 4.2 Conceptual Design Grades and Drainage:** CONSULTANT will prepare an initial evaluation of the grading associated with the path design. In addition to the vertical path alignment identified above, the team will identify general drainage issues and the typical conditions associated with river edge grading concepts and other drainage crossings that may occur.
- 4.3 Initial Cost Evaluation:** CONSULTANT will prepare an evaluation of probable costs for the proposed design concept. The costs will be separated into the various design segments with a subtotal for each segment and then a summary for the entire project length.
- 4.4 City Review Comments:** COP will review the conceptual information provided. COP comments will be provided at one time and will be comprehensive. The suggested adjustments to the concepts will be noted and accommodated in the document or text will outline the recommendations required that may need to be addressed during a future design phase.
- 4.5 Prepare Cover Sheet and Index Map:** A project cover sheet will be prepared for the plan set. This sheet will identify the project title, location plan, a sheet index, an index map, and the consultants' seals, signature, and address.
- 4.6 Submit Concept plans:** The plan sheets and support documentation will be organized into a collective submittal package. These documents will be submitted for review and minor adjustments will be addressed.

Task 5. Executive Summary and Regional Significance Report.

- 5.1** CONSULTANT will prepare an executive summary of the PROJECT. The summary shall include an aerial map of the study area, before and after images, renderings, and a brief description of the pedestrian/bicycle design assistance project and key recommendations. A primary goal of the summary shall be to provide an explanation of the regional significance of the PROJECT. There will be some discussion of lessons learned from this PROJECT that could be applied to the other areas of the region to help improve the pedestrian/bicycle environment. The summary shall be reviewed by the MAG Program Manager and comments shall be incorporated into the draft summary. The draft report shall be reviewed, and comments shall be incorporated into the final report.

Task 6. CD of All Photos in JPG Format.

- 6.1 CD in JPG Format:** CONSULTANT will prepare a CD with the pertinent PROJECT related images in a jpg format.

II. DELIVERABLES

The products of this PROJECT may include the following or additional items as agreed to by CONSULTANT, the MAG Program Manager, and COP. Each product should succinctly present information in an engaging format suitable for a diverse audience with extensive use of photos, tables, matrices, drawings, and charts. Each product will be reviewed as follows: An administrative draft of each deliverable will be submitted in both electronic (Microsoft Word) and hard copy format to the MAG Program Manager and COP for review. Comments from the MAG Project Manager, Local Contacts, and Utility companies will be incorporated into the working paper by CONSULTANT before distribution for additional review. Additional review of work products may be performed by

others as determined by the MAG Program Manager and/or COP. Comments received during the review process will be incorporated into the report by CONSULTANT. All camera-ready copies will be provided electronically, in Microsoft Word and PDF format, with one (1) hard copy; format will be 8½ x 11 inches (graphics may be on 11 x 17-inch pages, Z-folded), unless mutually agreed to in the Scope of Work between CONSULTANT, COP, and MAG.

Task 1: General Coordination and Project Administration The document will include a list of specific project tasks and a schedule for completion of each task.

Task 2: Data Collection and Analysis CONSULTANT shall prepare a summary report documenting the site conditions, data analysis and the stakeholder input.

Task 3: Project Assessment Report CONSULTANT shall prepare the draft and final PROJECT Assessment Report

Task 4: Concept Plans CONSULTANT shall prepare scaled conceptual plans.

Task 5: Executive Summary and Regional Significance Report CONSULTANT will prepare an executive summary of the PROJECT. The summary shall include an aerial map of the area, images and pictures, concept plans and a brief description of the design assistance project and key recommendations.

Task 6: CD of all photos in jpg format CONSULTANT will prepare a CD with the pertinent project-related images in a jpg format.

III. SCHEDULE

It is anticipated that the study will commence on or about June 1, 2019 and be completed by June 15, 2020. It is important to note that the "schedule for completion" column refers to completion dates of initial draft documents for internal review by MAG and COP. The review period is programmed for two weeks.

<u>TASK</u>	<u>SCHEDULE FOR COMPLETION</u>
1. GENERAL COORDINATION AND PROJECT ADMINISTRATION	June 1 st 2019 to June 30, 2019
2. DATA COLLECTION AND ANALYSIS	July 1 st to August 30, 2019
3. PROJECT ASSESSMENT REPORT	September 1 st to November 30th, 2019
4. CONCEPT PLANS	December 1 st 2019 to March 30, 2020
5. EXECUTIVE SUMMARY AND REGIONAL SIGNIFICANCE REPORT	April 1st to May 15th, 2020
6. A CD OF PHOTOS IN JPG FORMAT	May 16th to June 15th 2020

IV. BUDGET

The budget for the PROJECT by task is as follows:

<u>Task</u>	<u>Budget</u>
1.GENERAL COORDINATION AND ADMINISTRATION	\$9,966.28
2.DATA COLLECTION AND ANALYSIS	\$19,362.87
3.PROJECT ASSESSMENT REPORT	\$18,259.81
4.CONCEPTUAL PLANS	\$24,462.02
5. EXECUTIVE SUMMARY AND REGIONAL SIGNIFICANCE	\$ 6,510.21
6. A CD OF PHOTOS	\$1,431.95
TOTAL	\$79,993.14

ASSUMPTIONS:

1. It is recognized that this PROJECT has a limited budget for both design and construction. The design team is proposing an approach that will minimize the design costs yet provide a useful set of concept plans. To achieve this approach, the team will rely on a collaborative effort with both MAG and COP. It is also anticipated that the level of base data collection and design detailing is limited and will resolve general design conditions, but there is an expectation that some interpolation will be required.
2. Plan sheets will be prepared to a scale of 1 inch equals 30 feet. CONSULTANT will provide a word document and a PDF copy to MAG and COP for each primary submittal. One hardcopy set of the final documents will be provided. Reproduction of additional submittal sets is not included.
3. There are a number of items that have not been identified as a part of this PROJECT at this time. If these items or features are determined as necessary or desired for the PROJECT, CONSULTANT will work with COP and the design team to identify an amendment which allows for the inclusion of the item. Specifically excluded from this proposal are:
 - a) plan review fees, permits, assessments, and other fees
 - b) a detailed landscape inventory plan
 - c) detailed signage or monumentation other than concepts of trail marker concepts proposed for primary entry nodes
 - d) soils reports, agronomy testing, and materials testing
 - e) reproduction of plan submittals beyond one hardcopy set of the final documents.
 - f) any post design services
 - g) Irrigation system design
 - h) architectural design beyond sketch concepts for shade treatments.
 - i) public art coordination (areas of possible integration may be suggested)
 - j) detailed utility company coordination beyond initial concept coordination
 - k) coordination with the USACE regarding section 404 permitting
 - l) preparation of a SWPPP
 - m) structural engineering environmental services beyond the general descriptions listed above

RESOLUTION NO. 2019-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS AND THE CITY OF PEORIA FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR THE HATFIELD AND NEW RIVER MUTI-USE PATHS

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into intergovernmental agreements with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the Maricopa Association of Governments (MAG) for Pedestrian and Bicycle Improvements for the Hatfield and New River Multi-Use Paths;

WHEREAS, by the City entering into the Intergovernmental Agreement with MAG the public interest will best be served.

THEREFORE, it is resolved by the Mayor and Council of the City of Peoria, Maricopa Association of Governments, Arizona approves and adopts this Resolution to enter into an Intergovernmental Agreement with MAG for Pedestrian and Bicycle Improvements for the Hatfield and New River Multi-Use Paths

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, this 4th day of June 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Germinsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 5/21/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Intergovernmental Agreement, City of Phoenix, Reimbursement of ADA Paratransit Operating Expenses and Purchase of Two Dial-A-Ride Replacement Buses

Purpose:

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the City of Phoenix, to receive federal funds in the amount of \$19,076 for ADA paratransit service operating expenses and \$155,036 for two replacement Dial-a-Ride buses through a Federal Transit Authority (FTA) grant.

Summary:

The City of Peoria is eligible to receive reimbursement from the Federal Transit Administration (FTA) grant program by way of a pass through agreement with the City of Phoenix. The City of Phoenix is the regional recipient for grant funds and has received FTA grant Number AZ-2019-014 that allocates federal funds to Peoria projects. The FTA grant has two components. The first component is the partial funding of the ADA complementary paratransit expenses and requires a 20% match by Peoria. The City of Peoria Transit Division currently provides American with Disabilities Act (ADA), paratransit service through the Dial-a-Ride program.

The second component provides partial funding for new Dial-a-Ride buses to replace two existing buses. This portion of the grant requires a 15% match by Peoria. The total eligible project cost (TEPC) for the ADA complementary paratransit cost is \$80,983 and the total eligible project cost for the bus is \$79,824. The Peoria matching funds have been included in the Transit Division budget for fiscal year 2020.

Previous Actions/Background:

The last agreement between the City of Phoenix and the City of Peoria was approved by City Council on May 1, 2018 for fixed route services.

Options:

A: The Mayor and Council could approve an IGA for Grant Pass Through Agreement between

the City of Peoria and the City of Phoenix (Grant AZ-2019-014).

B: The Mayor and Council could decline to approve the IGA for Grant Pass Through Agreement between the City of Peoria and the City of Phoenix (Grant AZ-2019-014).

Staff Recommendation:

Request to approve an Intergovernmental Agreement (IGA) with the city of Phoenix for Grant AZ-2019-014 for reimbursement of ADA paratransit operating expenses and the purchase of two Dial-A-Ride replacement buses.

Fiscal Analysis:

The FY20 budget includes funding for ADA operating service and replacement of Dial-A-Ride buses in the Transit Fund. The costs are funded from the Peoria Transportation Sales Tax Fund.

ATTACHMENTS:

IGA Phx Grant Pass-Thru

Contact Name and Number:

Kevin Burke, Public Works Director, (623) 773-7395

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF PEORIA**

Grant Pass-through Agreement

FAIN No. AZ-2019-014

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Peoria a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, SUB-RECIPIENT has all of the powers, functions, rights, privileges and immunities possible under the Constitution and general laws of the state of Arizona as fully as though they were specifically enumerated in its charter, and all of the powers, functions, rights, privileges and immunities granted, or to be granted, either expressly or by implication, to charter cities and towns incorporated under the provisions of A.R.S. title 9 and may enter into intergovernmental agreements with other governmental entities [Article I, Section 3 and Section 3(15), Charter of the City of Peoria; A.R.S. Section 11-951, et seq.]; and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them

pursuant to their respective charters, or other provisions of law . . .” [A.R.S. Section 9-499.01]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT’s charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of performing the work as set forth in Exhibit A hereto and same was awarded as Grant No. AZ-2019-014; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit “A” hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the “Project Description” box on Exhibit “A.” For any indirect costs charged to the grant, SUB-RECIPIENT shall provide an approved cost allocation plan/indirect cost rate in accordance with 2 CFR Part 200 cost principals prior to receiving reimbursement. SUB-RECIPIENT shall comply with all requirements in 2 CFR Part 200, which covers requirements and cost principles for federal grant awards. Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$ 174,112. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUB-RECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B FTA Grant Expenditure Reimbursement Request Application

- Exhibit C Required Reports
- Exhibit D Required Federal Provisions
- Exhibit E Partial List of Applicable Laws
- Exhibit F Master Grant Agreement, Table of Contents
- Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit "A" in the event of damage or complete loss.
5. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (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 of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
6. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Peoria Public Works
9875 N. 85th Avenue
Peoria, AZ 85345
Telephone: (623) 773.7993
FAX: (623) 773.7309

If intended for PHOENIX:

Jesús Sapien
Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 534.6765
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

7. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT. The effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
Ed Zuercher, City Manager

By _____
Jesús Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON JUNE 6, 2018

CITY OF PEORIA, ARIZONA
A Municipal Corporation

By _____

ATTEST:

City Clerk - PEORIA

APPROVED AS TO FORM:

City Attorney for PEORIA

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for PEORIA

801934v1

EXHIBIT “A”

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2019-014				
CFDA NUMBER: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT’S NAME: CITY OF PEORIA				
GRANT SUB- RECIPIENT’S ADDRESS: <div style="text-align: center;">City of Peoria Public Works 9875 N. 85th Avenue Peoria, AZ 85345</div>				
GRANT SUB-RECIPIENT’S DUNS NUMBER: 809812170				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 206,241		
• Federal Share of TEPC:		\$ 174,112		
• Local Share/Match of TEPC:		\$ 32,129		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase Bus: < 30 Foot – 2 Replace (Dial-A-Ride)	\$ 27,360	\$ 155,036	\$182,396
11.7C.00	ADA Operating	\$ 4,769	\$ 19,076	\$ 23,845

EXHIBIT “A”

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:	TO:	

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	<div>\$ -</div>
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

For PTD use only

Date request received: -	Approved for funds availability (signature/date)
--------------------------	--

EXHIBIT “C”

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT “C”

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. SUB-RECIPIENT shall meet or report annually to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2019 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide and maintain an EEO Program Plan who meet the following program elements: (1) Recipients who employs 50-99 transit-related employees or receives capital or operating assistance or any combination thereof, in excess of \$1 million in the previous Federal Fiscal Year requires an *abbreviated EEO Program plan*. (2) Recipients who employs 100 or more transit-related employees or receives capital or operating assistance or any combination thereof, in excess of \$1 million in the previous Federal Fiscal Year requires implementation of all *EEO Program Plan elements*.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUB-RECIPIENT certifies that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of SUB-RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUB-RECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUB-RECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including SUB-CONTRACTORS, sub-grants, and contracts under grants, loans, and cooperative agreements) and that SUB-RECIPIENT shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT “E”

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
 3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
 4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
 7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
 2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT shall fully comply with Title VI regulations of the U.S. Department of Transportation (USDOT) 49 CFR Part 21 and with Federal Transit Administration (FTA) Circular 4702.1. SUB-RECIPIENT agrees to submit Title VI program plans once every three years or otherwise directed by Phoenix. SUB-RECIPIENT shall maintain a list of active investigation conducted by any governmental entity. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and appraise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5337 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
 - Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT “F”

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways),
as amended by,
the Fixing America’s Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,
or other Federal laws that FTA administers.**

**FTA MA(24)
October 1, 2017
<http://www.fta.dot.gov>**

TABLE OF CONTENTS

PREFACE.....	1
GENERALLY APPLICABLE PROVISIONS	2
Section 1. Terms of the Master Agreement and Compliance.....	2
Section 2. Definitions.....	3
Section 3. Implementation.....	9
Section 4. Ethics.....	14
Section 5. Federal Assistance.....	19
Section 6. Non-Federal Share.....	20
Section 7. Payments to the Recipient.....	21
Section 8. Records and Reports Related to the Award and the Underlying Agreement.....	29
Section 9. Record Retention and Access to Sites of Performance.....	33
Section 10. Completion, Audit, Settlement, and Closeout.....	34
Section 11. Right of the Federal Government to Terminate.....	35
Section 12. Civil Rights.....	35
Section 13. Planning.....	41
Section 14. Private Enterprise.....	42
Section 15. Preference for United States Products and Services.....	42
Section 16. Procurement.....	43
Section 17. Patent Rights.....	48
Section 18. Rights in Data and Copyrights.....	49
Section 19. Use of Real Property, Equipment, and Supplies.....	51
Section 20. Transit Asset Management.....	55

TABLE OF CONTENTS

Section 21. Insurance.	55
Section 22. Relocation and Real Property.....	55
Section 23. Construction.	56
Section 24. Employee Protections	57
Section 25. Early Systems Work Agreement.	59
Section 26. Environmental Protections.	60
Section 27. State Management and Monitoring Systems.....	62
Section 28. Charter Service	63
Section 29. School Bus Operations.....	63
Section 30. Geographic Information and Related Spatial Data.....	64
Section 31. Federal “\$1 Coin” Requirements	64
Section 32. Public Transportation Safety.....	64
Section 33. Motor Carrier Safety	65
Section 34. Safe Operation of Motor Vehicles	65
Section 35. Substance Abuse.....	66
Section 36. Protection of Sensitive Security and Other Sensitive Information	66
Section 37. Special Notification Requirements for States.....	67
Section 38. Freedom of Information	67
Section 39. Disputes, Breaches, Defaults, or Other Litigation	68
Section 40. Amendments to the Underlying Agreement.	69
Section 41. FTA’s Electronic Award Management System.....	69
Section 42. Information Obtained through Internet Links	69
Section 43. Severability	69

TABLE OF CONTENTS

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS.....	69
Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs	69
Section 45. Special Provisions for the State Safety Oversight Grant Program	71
Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program	72
Section 47. Special Provisions for the TIFIA Program.....	73
Section 48. Special Provisions for the Joint FTA – FRA Program.....	74
APPENDIX A	1

EXHIBIT "G"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned, in whole or in part, by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 5/21/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Intergovernmental Agreement Amendment, City of Phoenix Fixed Route Bus Service

Purpose:

Discuss and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) Amendment with the City of Phoenix for the continued operation of the 83rd Avenue Fixed Route bus service for Fiscal Year 2020.

Summary:

Peoria contracts with the City of Phoenix to provide fixed route bus service on 83rd Avenue. Phoenix provides an estimated cost of service to allow for budgeting purposes. Phoenix has submitted a contract amendment that estimates the cost for service for FY2020 at \$1,408,260 and is based on service in previous years.

Previous Actions/Background:

The last agreement between the City of Phoenix and the City of Peoria was approved by City Council on May 1, 2018 for fixed route services.

Options:

A: The Mayor and Council could approve an IGA Amendment for the 83rd Avenue fixed route bus service between the City of Peoria and the City of Phoenix.

B: The Mayor and Council could decline to approve the IGA Amendment for the 83rd Avenue fixed route bus service between the City of Peoria and the City of Phoenix.

Staff Recommendation:

Request to approve an Intergovernmental Agreement Amendment between the City of Peoria and the City of Phoenix to provide for the continued operation of the 83rd Avenue fixed bus route service in FY2020. The agreement with the City of Phoenix is to provide administrative services, equipment, personnel and management services to Peoria for the purposes of

operating the 83rd Avenue bus route from Camelback Road to the north side of Bell Road. The route connects three cities and intersects Peoria's current routes 106/Peoria Avenue and 138/Thunderbird Road.

Fiscal Analysis:

The FY2020 budget includes funding for fixed route bus services in the Transit Fund. The costs are funded from the Peoria Transportation Sales Tax Fund. The operating cost for FY2020 is estimated at \$1,408,260.

Contact Name and Number:

Kevin Burke, Public Works Director, (623) 773-7395

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C.

Date Prepared: 5/21/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Transit Services Agreement

Purpose:

Discussion and possible action to approve an Intergovernmental Agreement (IGA) Amendment with the Regional Public Transportation Authority (RPTA) for transit services.

Summary:

The City of Peoria Transit Division provides transit services including circulator, express and fixed route bus services, Americans with Disabilities Act (ADA), and Dial-A-Ride. Some of these services are provided through an agreement with the Regional Public Transportation Authority (RPTA), also known as Valley Metro. This amendment outlines the amount of regional funds to be used for transit service in Peoria, reimbursement of allowable costs by RPTA to Peoria for transporting ADA certified riders as well as delineating the amount that Peoria will pay to RPTA to provide Peoria On The Go (POGO) and paratransit services. This agreement is effective July 1, 2019.

This amendment modifies Schedule "A" and Schedule "B" to the agreement last entered into on April 16, 2019. This amendment modifies Schedule "C" and Schedule "E" to the agreement last entered into on July 1, 2018. These schedules are updated annually. Pending Council approval, the modifications are as follows:

Schedule "A"

For the period of July 1, 2019 through June 30, 2020, the amount of \$1,651,871 represents the value of transit services paid for by the RPTA using regional Public Transportation Funds (PTF) to the benefit of the City of Peoria. This includes fixed route bus service on Peoria Avenue, Thunderbird Road and three express routes. The cost for service estimate is based on regionally funded fixed and express route calculations.

Schedule "B"

For the period of July 1, 2019 through June 30, 2020, the City of Peoria will pay the amount of \$1,272,957 for the POGO circulator service operated by Valley Metro. This cost is based on

Valley Metro providing 230,979 service miles on the route. POGO operates Monday through Friday from 6:00 a.m. to 6:00 p.m.

Schedule “C”

For the period of July 1, 2019 through June 30, 2020, the City of Peoria will pay RPTA an amount estimated at \$547,710 for Paratransit services. This includes an amount estimated at \$350,370 for trips that are eligible for Americans with Disabilities (ADA) service travelling from Peoria to locations outside the city but within the regional ADA service area – also known as Regional Paratransit services.

This agreement also provides for paratransit service to complement the existing Dial-A-Ride program with service contracted through RPTA for trips Peoria residents take within city limits. For the period of July 1, 2019 through June 30, 2020, the cost for this service is estimated at \$197,340.

Schedule “E”

For the period of July 1, 2019 to June 30, 2020 the maximum amount of Public Transportation Funds (PTF) available for the City of Peoria to reimburse city expenses is \$247,100. The PTF will pay actual costs for ADA trips and other requests for paratransit service made by ADA certified riders up to the maximum amount. Total reimbursements to the City will not exceed the actual costs associated with usage of the service. Any remaining ADA PTF funds not used may be requested by Peoria for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. Last year, this amount was \$240,600.

Previous Actions/Background:

The last agreement between RPTA and the City of Peoria was approved by City Council in April 2019 for transit services. Council approved a prior agreement between the RPTA and the City of Peoria for transit services on June 19, 2018 which took effect July 1, 2018.

Options:

A: The Mayor and Council could approve an IGA Amendment #151-75-2020 for transit services between the City of Peoria and the RPTA.

B: The Mayor and Council could decline to approve the IGA Amendment #151-75-2020 for transit services.

Staff Recommendation:

Staff recommends acceptance of the IGA Amendment with the Regional Public Transportation Authority (RPTA) for transit services.

Fiscal Analysis:

Funding for this request is reflected in the Transit Fiscal year 2020 budget.

ATTACHMENTS:

IGA RPTA Amendment

Contact Name and Number:

Kevin Burke, Public Works Director, (623) 773-7395

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF PEORIA
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 151-75-2020

THIS AMENDMENT dated this 1st day of July, 2019, amends the following items of the Transit Service Agreement Contract # 151-75-2019-04 entered into between the City of Peoria and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 20, 2017, July 1, 2018, July 11, 2018, August 28, 2018, and April 16, 2019.

The following Schedules amend those Schedules of the agreement entered into July 1, 2018.

The attached Schedule A replaces and supersedes Schedule A entered into April 16, 2019.

The attached Schedule B replaces and supersedes Schedule B entered into April 16, 2019.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2018.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2018.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael J. Minnaugh, General Counsel

City of Peoria

By: _____

Cathy Carlat, Mayor

By: _____

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

By: _____

Vanessa Hickman, Member Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **\$1,651,871.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Peoria. The calculation to derive this figure is daily revenue miles of service times number of service days times cost per revenue mile of service.

FY20 Fixed Route Bus Estimate						
RPTA Operated in the City of Peoria						
PTF Funded						
Funding	RPTA					
HASTUS	Peoria					
Level	Route	Annual Miles	Gross Costs	Fares	PM	Net Cost
W	573	20,283	\$157,203	\$0	(\$31,961)	\$125,242
W	575	20,367	157,855	(23,390)	(32,093)	102,371
W	GAL	2,596	20,119	(6,850)	(4,090)	9,178
Grand Total		43,246	\$335,177	(\$30,241)	(\$68,145)	\$236,791

FY20 Fixed Route Bus Estimate						
Phoenix Operated in the City of Peoria						
PTF Funded						
Funding	RPTA					
HASTUS	Peoria					
Level	Route	Annual Miles	Gross Costs	Revenues	Net Cost	
W	106*	65,738	522,969	(81,468)	441,501	
W	138*	104,723	833,109	(56,937)	776,172	
S	106*	6,302	50,131	(7,103)	43,029	
S	138*	9,669	76,920	(4,867)	72,053	
H	138*	10,785	85,796	(3,471)	82,325	
Grand Total		197,216	\$1,568,925	(\$153,846)	\$1,415,080	

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2019 to June 30, 2020, the City of Peoria will pay the Regional Public Transportation Authority **\$1,272,957.00** for bus service on the Circulator route in Peoria.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$106,079.75** commencing July 1, 2019 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY20 Fixed Route Bus Estimate						
RPTA Operated in the City of Peoria						
Peoria Funded						
Funding	Peoria					
HASTUS	Peoria					
Level	Route	Annual Miles	Gross Costs	Fares	Op Assist	Net Cost
W	PEORIA CIRC	230,979	\$1,272,957	\$0	\$0	\$1,272,957
Grand Total		230,979	\$1,272,957	\$0	\$0	\$1,272,957

SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION

Paratransit is a shared ride door-to-door transportation program serving an East Valley service area comprising the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe, a Northwest Valley service area comprising the communities of Peoria, El Mirage, Sun City, Sun City West, Surprise and Youngtown, trips to and from unincorporated Maricopa County, regional trips involving any two local paratransit service areas and trips to and from the Valley Metro Mobility Center. Paratransit is intended to comply with the requirements set forth in the Americans with Disabilities Act of 1990 (ADA) and with additional requirements set forth in the Federal Rehabilitation Act of 1973. In addition, paratransit is intended to meet other requirements established by several member communities for additional services which the program provides on behalf of qualified residents of those member communities. The goal of paratransit is to meet those transportation needs of people with disabilities who are ADA certified which cannot be met by Valley Metro's fixed-route bus and light rail service. Additionally, the goal of paratransit is to provide additional transportation services (within some participating communities) for qualified residents (including people with disabilities, seniors and other transit dependent people).

1. Type of Service

Paratransit is a door-to-door, shared-ride transportation system which is designed to provide service and which arrives during a thirty-minute scheduled pick-up window at least 95% of the time for all ADA and non-ADA customers.

Paratransit service is provided by a turnkey paratransit contractor who accepts trip requests, schedules service, operates a fleet of accessible vans and minivans to provide the majority of trips in a productive shared-ride manner, and who subcontracts with a local taxicab provider who operates the balance of the service with a fleet of taxicabs, vans and minivans, including vehicles which are accessible to people using mobility devices.

2. Eligibility Criteria

The ADA requires transit agencies to provide individuals with disabilities who are unable to use fixed-route transit with complementary origin-to-destination service called paratransit.

SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION CONT.

The ADA requires each transit agency to establish procedures for determining ADA paratransit eligibility. The ADA further requires each transit agency to provide a minimum of 21 calendar days of ADA paratransit service to any visitor from any area in the country, whether served by a transit agency or not. Valley Metro determines ADA paratransit eligibility for all member communities in the Phoenix metropolitan area, including those communities who operate their own local ADA paratransit services. Valley Metro uses an in-person physical and/or functional assessment to determine when and under what conditions an individual is able to use accessible bus and rail services and when ADA paratransit is required to meet the individual's mobility needs. Each member community which provides non-ADA paratransit service determines the populations which its non-ADA paratransit service will transport. Most communities provide non-ADA paratransit service for qualified seniors age 65 and above and ADA eligible people with disabilities. Valley Metro utilizes an application process to determine eligibility for seniors and the ADA paratransit eligibility certification process to determine eligibility for people with disabilities who have not reached the age of 65. In those communities where non-ADA paratransit service is provided to other groups such as people who are economically disadvantaged, the member community determines eligibility for those groups and forwards information about eligible riders to Valley Metro who uses that information to provide service.

3. Restrictions/Priorities

Pursuant to ADA requirements, there are no trip priorities for ADA paratransit service. Some communities who provide non-ADA paratransit service have established priorities for trips to and from work and/or life-sustaining medical treatments.

4. Fares

In most communities, fares for ADA paratransit comply with Valley Metro's Board adopted paratransit fare structure. Several Northwest Valley communities have adopted ADA paratransit fares which are lower than the region's approved ADA paratransit fare structure. Non-ADA Dial-a-Ride fares are established by each community which provides non-ADA Dial-a-Ride service.

SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION CONT.

There are no fares for trips to and from the Valley Metro Mobility Center.

Information about current paratransit fares are available at the following link:

<http://www.valleymetro.org/ada-paratransit-service-fare-information>

5. Days and Hours of Service

Local paratransit service in the East Valley operates daily from 4:00 AM to 1:00 AM. At other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Regional paratransit service operates daily between 5:00 AM and 10:00 PM. At other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Service to and from the Mobility Center operates during Mobility Center hours of operation which are generally from 8:00 AM to 5:00 PM.

6. Service Area

Attachment 1 shows the Regional paratransit service area and Attachment 2 shows the North West Valley local paratransit service area.

7. Complaints

Valley Metro's Customer Service Department processes customer complements, comments and complaints for all paratransit services. Information about Valley Metro's customer service policies and procedures can be found on Valley Metro's website (<https://www.valleymetro.org/contact-valley-metro>). In the event of a complaint, Valley Metro and/or the appropriate paratransit agency or contractor is responsible for researching, resolving, responding to customers, and for documenting its response back to Valley Metro. Routine service complaints must be addressed within five (5) business days. Urgent complaints must be addressed, to the extent practicable, within twenty-four hours. ADA complaints must undergo a federally mandated seven-step review process, and be fully researched, resolved and documented within 45 calendar days. Each community is responsible for establishing a process for ensuring that customers who wish to file complaints

SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION CONT.

are referred to Valley Metro’s Customer Service Department, and each community is responsible for monitoring Valley Metro’s performance in this area. Member reviews monthly customer service complaints, to ensure Valley Metro is complaint with the complaint timelines identified herein and within this Agreement.

8. Payment to Provider

Exhibit A “Payment Schedule” of Valley Metro’s paratransit provider contract outlines the method of reimbursement which will be used for these services:

- **Fixed Fee** – The RPTA’s contracted paratransit contractor will bill the agency a monthly fixed fee which will be allocated to each member based on its budgeted share of total paratransit trips to be provided.
- **Per-Trip Charges** – The RPTA’s paratransit contractor will bill the agency a set amount for each paratransit trip to be provided. Each member will be billed for each trip provided to its residents as well as for its share of trips provided to visitors as defined within the ADA. The member’s share for visitor per-trip costs will be equal to its share of the paratransit contractor’s fixed fee.
- **Fuel** – The RPTA’s paratransit contractor will be reimbursed for fuel used by dedicated vehicles on a pass-through basis with no mark-up. These fuel reimbursements are further limited to the average price for fuel in the Phoenix metropolitan area as well as to the expected level of fuel consumption as specified by each vehicle’s Original Equipment Manufacturer (OEM). Each member’s share of reimbursable fuel costs is equal to its share of the paratransit contractor’s fixed fee.
- **Performance-Related Incentives and Liquidated Damages** – The RPTA’s paratransit contractor will be eligible to receive incentives for exceptional performance, and to be assessed liquidated damages for poor service. The RPTA will bill each member agency its share of incentives, and the RPTA will credit each member for its share of liquidated damages. Each member agency’s share of billed incentives and credited liquidated damages will be equal to its share of the paratransit contractor’s monthly fixed fee.

SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION CONT.

- RPTA Overhead – the RPTA will bill each member agency a portion of the overhead required for the RPTA to oversee, manage and report on these services. Each member's share of RPTA overhead will be equal to the member's share of the paratransit contractor's fixed fee.
- Passenger Fares – The paratransit contractor will collect a fare from each rider in accordance with the paratransit fare structure established by the RPTA and/or as agreed to between the RPTA and the member. The paratransit contractor will retain fares paid in cash as partial payment for the service provided, and the member will be credited for these fares. Each member will be credited those cash fares collected from those riders whose service is attributed to that member.

9. Program Management

- Valley Metro shall serve as Contract Administrator and shall be responsible for the following:
- Ensure that all paratransit services are provided in accordance with all applicable federal, state and local laws and requirements as well as prevailing industry standards and best practices
- Establish (in consultation with participating member communities) all paratransit policies, procedures and practices
 - Select and oversee the paratransit contractor(s) and any subcontractor(s) thereto
 - Oversee and manage the regional ADA eligibility certification process
 - Receive, document, research, resolve and report on customer complements, concerns and complaints
 - Process and pay contractor invoices
 - Provide data and reports as agreed upon by Valley Metro and the member communities
 - Administer federal, regional, and local project funds
 - Provide marketing and management support as needed

SCHEDULE “C” – PARATRANSIT SERVICES COST ESTIMATE

For the period from July 1, 2019 through June 30, 2020, the City of Peoria will pay Valley Metro a total of \$547,710.00 for the provision of regional paratransit services. This payment will be broken into equal quarterly installments of \$136,927.50, which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

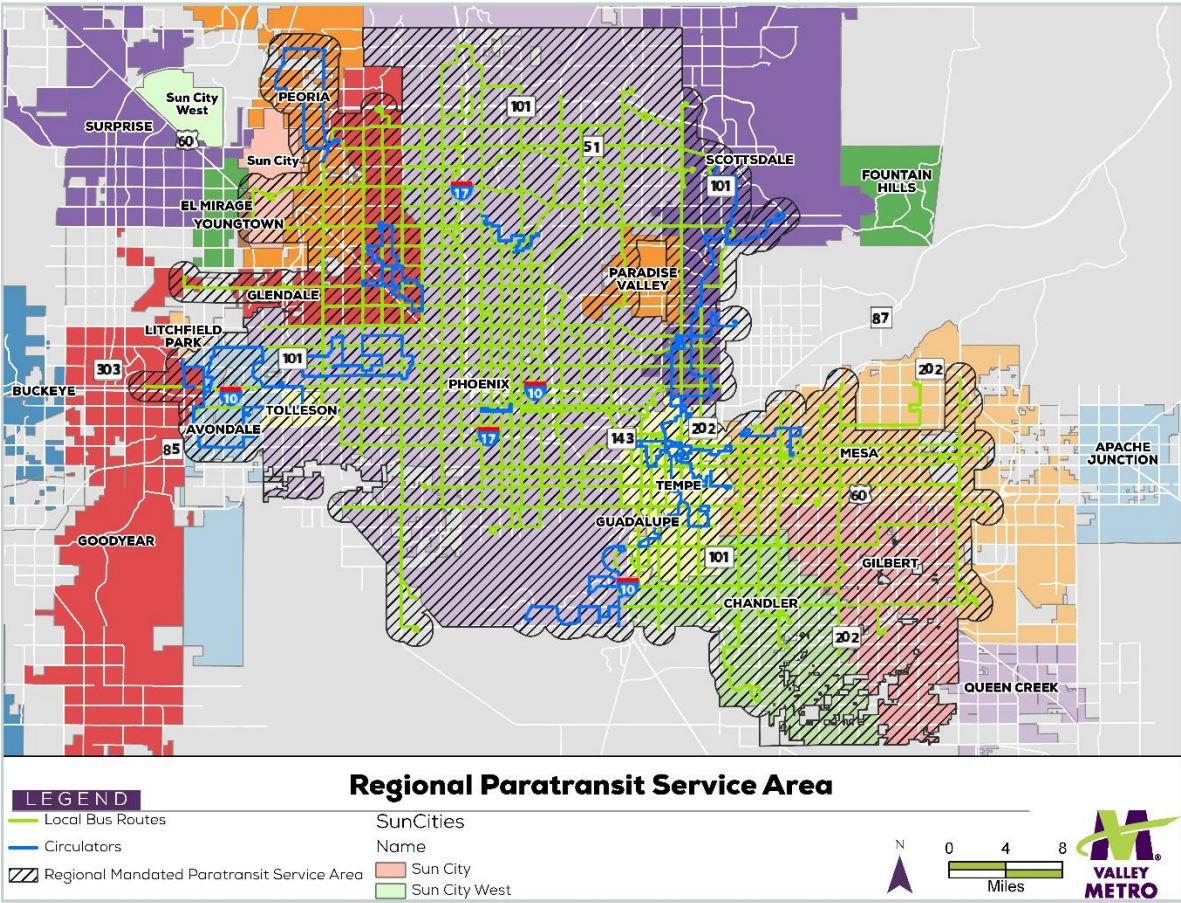
Within 60 days of the close of the fiscal year, Valley Metro will conduct a final reconciliation of the paratransit program to determine the actual number of paratransit trips.

FY20 Paratransit Service Funded by City of Peoria

	Paratransit
Trips:	
ADA Trips	7,995
Non-ADA Trips	4,503
Total Trips	12,497
Cost:	
Contractor Transportation Cost	\$625,971
RPTA Salaries, Fringes & OHD	\$17,949
Contract Contingency	\$18,779
Total Gross Program Cost	\$662,699
Total Fare Revenue	(\$49,989)
Federal Funding	(\$65,000)
Total Net Program Cost Before PTF	\$547,710
Cost for ADA Service	\$350,370
Cost for Non-ADA Service	\$197,340
Net Program Cost	\$547,710
PTF Balance Available	\$247,100
PTF Applied	\$0
Member City Contributions:	
ADA-Costs	\$350,370
Non-ADA Costs	\$197,340
Total Member City Contribution	\$547,710

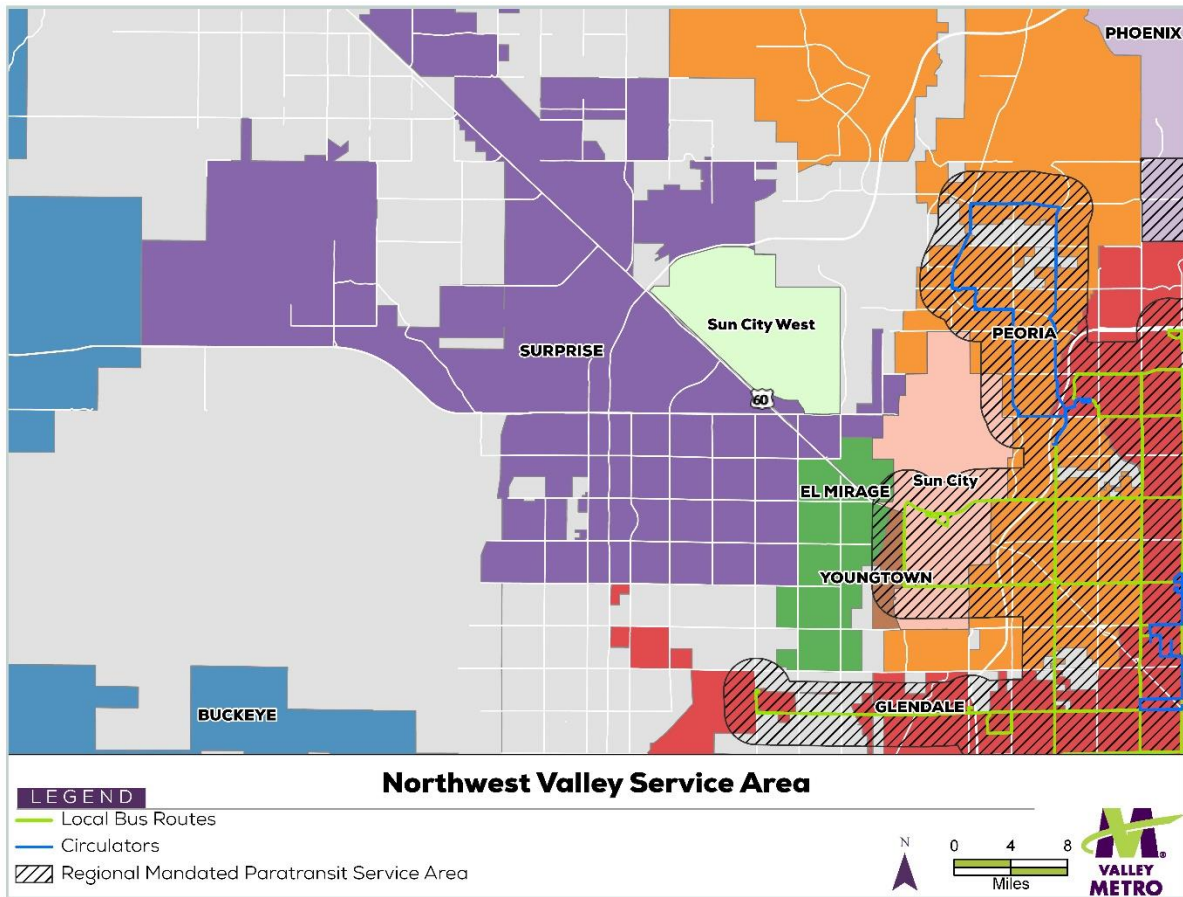
SCHEDULE C REGIONAL PARATRANSIT SERVICE AREAS

ATTACHMENT 1



SCHEDULE C – NORTHWEST VALLEY PARATRANSIT SERVICE AREAS

ATTACHMENT 2



SCHEDULE “E”
AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC TRANSPORTATION
FUNDS (PTF) AVAILABILITY

For the period July 1, 2019 to June 30, 2020 the maximum amount of Public Transportation Funds (PTF) available for the City of Peoria is **\$247,100.00**. The PTF will credit actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount	FY 2019-20	\$247,100.00
-----------------------	-------------------	---------------------

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15C.

Date Prepared: 5/23/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Art Miller, Chief of Police

SUBJECT: Grant, Arizona Department of Homeland Security, State Homeland Security Grant Program

Purpose:

Discussion and possible action to: (a) accept grant funding from the Arizona Department of Homeland Security in the amount of \$39,382 for the purchase of moveable barricades; and (b) approve a budget adjustment in the amount of \$39,382 from the Proposed Grants Contingency fund to the Homeland Security Grant fund.

Summary:

The Peoria Police Department desires to accept grant funding from the Arizona Department of Homeland Security (AZDOHS) in the amount of \$39,382 to assist in further integrating Peoria as part of a statewide disaster response program. The funds awarded will be used to purchase moveable barricades, which will enable the department to implement physical protective measures that reduce the risk of threats at outdoor large-scale events. These barricades will also be available to surrounding agencies for use at large-scale events when not needed by the department.

Grant funding for this purchase is available on a reimbursable basis through March 31, 2020.

Previous Actions/Background:

City Council has previously accepted grants from AZDOHS. This will be the twelfth consecutive year that the City of Peoria has received grant funding from this organization.

Options:

A: Accept a grant award in the amount of \$39,382 from the Arizona Department of Homeland Security, and approve a budget adjustment in the amount of \$39,382 from the Proposed Grants Contingency Fund to the Homeland Security Grant Fund, thus providing expenditure authority.

B: Choose not to accept the grant from the Arizona Department of Homeland Security.

Staff Recommendation:

Authorize the Peoria Police Department to accept a grant award in the amount of \$39,382 from the Arizona Department of Homeland Security, and approve a budget adjustment in the amount of \$39,382 from the Proposed Grants Contingency Fund to the Homeland Security Fund, thus providing expenditure authority.

Fiscal Analysis:

Request a budget adjustment of \$39,382 from the Proposed Grants Contingency Fund Account 7990-7990-570000 to Homeland Security Grant Fund Account 7545-7795-530019.

ATTACHMENTS:

AZDOHS Subrecipient Agreement - 170216-01

Contact Name and Number:

Art Miller, Chief of Police, (623) 773-7059

SUBRECIPIENT AGREEMENT - REALLOCATION

17-AZDOHS-HSGP-170216-01

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (DUNS# 809812170)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Peoria Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 1, 2019** and shall terminate on **March 31, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"FY19 Peoria Police Department Physical Security Enhancement for Large-Scale Public Events"** and funded at **\$39,382** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

- a. Provide up to **\$39,382** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, and meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
 - d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
 - e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

- a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek

judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which

provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AI – Buy American and Hire American

All Subrecipients are required to comply with any application provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article AJ – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AK – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to

comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (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 of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief Art Miller

Enter Title, First & Last Name Above
Peoria Police Department

Enter Agency Name Above
8351 W. Cinnabar Avenue

Enter Street Address Above
Peoria, AZ 85345

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Peoria Police Department

Enter Agency Name Above

Authorized Signature Above
Art Miller, Chief of Police

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C.

Date Prepared: 5/23/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Chris Hallett, Neighborhood and Human Services Director
SUBJECT: Fiscal Year 2020 Arts Grants Awards

Purpose:

Discussion and possible action to approve the Fiscal Year 2020 Art Grant requests, as recommended by the Arts Commission.

Summary:

Since 1991, the Arts Division has proposed and managed the Arts Grant Program. Similar to last year, the base budget of \$25,200 has been augmented by a one-time supplemental in FY20 of \$24,800, for a total of \$50,000 available for arts grant awards. By design of the program, several nonprofit organizations are afforded support in delivering exceptional programs and services to Peoria residents in the areas of visual and performing arts. The goal of the program is to assist nonprofit organizations and schools with financial support enhancing art-centric events and activities benefiting Peoria residents.

This year's requests—like previous years—are beneficial in several areas, such as:

- Providing organizations capacity to participate in City-sponsored events
- Enhancing arts programs at Peoria Unified School District schools
- Bringing the arts and arts activities to underserved populations
- Assisting arts organizations with building a significant presence in Peoria

Single grant awards for FY20 range from \$1,500 to \$4,500. Individual awards were available up to \$5,000. A list of the requests, recommended recipients, recommended funding level and the program description of the grant request are listed in the table below. In FY20, 15 applications are recommended for funding out of 21 total applications received.

Several criteria must be met as part of the minimum qualifications for each grant application. The recipient must be a tax exempt 501(c)3 not-for-profit individual or organization; applicant schools must be located within Peoria or have a portion of enrollment area within Peoria; grants for festivals must be held in the City of Peoria; the individual or organization must operate in Peoria or serve residents of Peoria; and each applicant awarded a grant must fulfill all contractual

requirements, such as providing a final grant report.

A detailed process is used to review, rank and recommend each application. All grant applications were reviewed by a mixed panel consisting of an Arts Commission member, private citizens and City staff not from the Arts Division. The grants were assessed in five categories: 1) Applicant History, 2) the Grant Request, 3) Project/Organizational Quality, 4) Project/Organizational Capability, and 5) Project Budget. Each application is scored individually by panel members and ranked based on total score. Staff compiles the funding requests in various amounts and presents to the full Arts Commission for advisory action.

On May 28, 2019, the Peoria Arts Commission held its public meeting conducting further evaluation of the applications, discussing the values of the proposals and unanimously approving the attached recommendations for Mayor and Council information.

Summary information of the grant awards for FY20 and an overview, including aggregate results from the past two years, follows:

ARTS GRANTS PROGRAM SUMMARY

	Grant \$ Budgeted	Grant \$ Requested	Grant Applications	Grants Awarded	Audience/Participants
FY20 Planned	\$50,000	\$71,728	21	15	32,410
FY19 Actual	\$50,000	\$103,680	26	19	50,500
FY18 Actual	\$48,530	\$67,305	19	15	43,155
FY17 Actual	\$25,200	\$38,960	16	14	37,910

ARTS GRANTS PROGRAM SUMMARY

Summary information regarding the recipients from fiscal year 2020:

FY20 Art Grants

ORGANIZATION	PROGRAM DESCRIPTION	REQUESTED AMOUNT	ARTS COMMISSION RECOMMENDATION
PUSD	Annual Peoria Arts & Cultural Festival	\$4,750	\$4,500
PUSD	Thinking Through Theater "Peach"	\$4,769	\$4,225
PUSD	Thinking Through Theater "Web"	\$4,769	\$4,225
TheaterWorks	AdaptiveWorks	\$5,000	\$4,400
Pro Musica AZ	Women in Song	\$5,000	\$4,400

Chorale & Orchestra			
WHAM	After School Art Classes for At-Risk Teens	\$4,640	\$4,000
Free Arts for Abused Children	Art Mentor Program	\$2,500	\$2,500
Phoenix Conservatory of Music	After School Music Art Program	\$5,000	\$4,400
Center Dance Ensemble	At Risk Teens Art Program	\$5,000	\$2,800
TheaterWorks	PuppetWorks	\$5,000	\$2,800
Ballet AZ	Dance AZ program	\$5,000	\$2,800
Childsplay	School Field Trips	\$2,500	\$1,850
Arizona Opera	Education & Community Engagement	\$5,000	\$2,800
Phoenix Symphony Association	Music Performances in Peoria	\$5,000	\$2,800
Act One	Arts & Cultural Field Trips	\$3,000	\$1,500
Total		\$71,728	\$50,000

Previous Actions/Background:

Funding for this innovative program was previously reviewed and approved as a part of the FY20 city budget process.

Options:

A: Approve the FY20 arts grants as recommended by the Arts Commission.

B: Do not approve the FY20 arts grants as recommended, and remand them to the Arts Commission for further consideration.

Staff Recommendation:

Staff recommends approval of the FY20 arts grants, as recommended by the Arts Commission.

Fiscal Analysis:

Funding for these recommendations is in the FY20 Arts Grant Budget account number 522099.

Contact Name and Number:

Chris Hallett, (623) 773-7955

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17C.

Date Prepared: 5/22/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Sonia Andrews, Chief Financial Officer
SUBJECT: Fiscal Year 2020 Property Tax Levy

Purpose:

Discussion and possible action to approve **RES. 2019-96** and **ORD. 2019-15** adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for the Fiscal Year 2020.

Summary:

During the FY 2020 budget deliberations, it was recommended the City's overall property tax rate be established at \$1.44 per \$100 of assessed valuation. The primary property tax rate is recommended to remain at \$.2900 per \$100 of assessed valuation, with the secondary tax rate at \$1.15 per \$100 of assessed valuation.

Given the proposed rate, the primary property tax levy is expected to generate \$4,514,821 in the next fiscal year. New development within the City limits will bring in \$124,287 of this total.

The City's secondary property tax rate is used to retire outstanding debt on City-issued general obligation bonds. This will generate a secondary tax levy of \$17,903,602 and represents a net increase of 8.1% from the FY 2019 levy.

The overall FY 2020 property tax levy is \$22,418,423, which represents an increase of 8.1 percent from the FY 2019 levy.

In compliance with Section 42-17104 and 42-17107, Arizona Revised Statutes, the City of Peoria notified property taxpayers through advertisements placed in the Peoria Times on May 9, 2019 and May 16, 2019 of our intention to set the City's primary property tax levy. A public hearing was held on May 21, 2019 for purposes of Truth in Taxation requirements of the Arizona Revised Statutes; thereafter, a public hearing was held on May 21, 2019 for citizen input into the fiscal year 2020 budget, which was adopted based upon these proposed levies. Additionally, a public hearing was held on May 21, 2019 for citizen input into the proposed tax levies. This is the final step of the formal budget and tax levy adoption for fiscal year 2020.

Previous Actions/Background:

At the Council Budget Workshop held April 4 and April 8, Council reviewed and discussed a budget that did not include any changes in the overall property tax rate for FY 2020.

A public hearing was held on May 21, 2019, for citizen input into the proposed tax levies.

Options:

A: That the Mayor and Council approve the resolution and ordinance adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for FY 2020.

B: That the Mayor and Council not approve the property tax levies and provide staff direction to change the property tax levies.

Staff Recommendation:

Staff recommends that the Mayor and Council approve the resolution and ordinance adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for FY 2020.

Fiscal Analysis:

The City's overall property tax rate will remain the same as the previous year at \$1.44 per \$100 of assessed valuation. Given the proposed rate, the primary property tax levy is expected to generate \$4,514,821 and the secondary property tax levy is expected to generate \$17,903,602 in the next fiscal year.

ATTACHMENTS:

Exhibit 1: Resolution for FY 2020 Property Tax Levy

Exhibit 2: Ordinance for FY 2020 Property Tax Levy

Contact Name and Number:

Sonia Andrews, (623) 773-5206

RESOLUTION NO. 2019-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF PEORIA, ARIZONA, APPROVING ORDINANCE
NO. 2019-15.

WHEREAS, in accordance with the provisions of Title 42, Section 17253, A.R.S. the City Council shall by resolution levy the tax for the city, and

WHEREAS, in accordance with said sections of said Code, compute the tax rate per one hundred dollars of valuation to be levied for each separate fund for which taxes are to be levied and collected; and

WHEREAS, in accordance with said sections of said Code, deliver a certified duplicate of its tax levy to the county board of supervisors on or before the day on which the board of supervisors levies the county tax; and

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

That said tax levies shown on the accompanying Ordinance No. 2019-15, are hereby adopted for Fiscal Year 2020.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 4th day of June 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona,
as

follows:

SECTION 1. There is hereby levied a primary property tax of \$4,514,490.91 for the fiscal year ending on the 30th day of June, 2020. The levy is based on a rate for each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria, located in Maricopa County, Arizona, except such property as may be by law exempt from taxation. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. There is hereby levied a primary property tax of \$330.51 for the fiscal year ending on the 30th day of June, 2020. The levy is based on a rate for each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria, located in Yavapai County, Arizona, except such property as may be by law exempt from taxation. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Yavapai is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 3. In addition to the rate set in Section 1 hereof, there is hereby levied a secondary property tax of \$17,902,291.52, to support the general obligation bond debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Peoria for the fiscal year ending June 30, 2020. The levy is based on a rate for each One Hundred Dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Peoria, located in Maricopa County, except such property as may be by law exempt from taxation.

SECTION 4. In addition to the rate set in Section 2 hereof, there is hereby levied a secondary property tax of \$1,310.66, to support the general obligation bond debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Peoria for the fiscal year ending June 30, 2020. The levy is based on a rate for each One Hundred Dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Peoria, located in Yavapai County, except such property as may be by law exempt from taxation.

SECTION 5. Failure by the County Officials of Maricopa County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto; the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for delinquent taxes paid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of lien therefore, or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 6. Failure by the County Officials of Yavapai County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto; the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for delinquent taxes paid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of lien therefore, or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 7. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage by the Mayor and City Council.

SECTION 9. In conformance with A.R.S. § 42-17107, the City Council held a public hearing on May 21, 2019 to allow discussion on the City's intent to increase the primary tax levy.

SECTION 10. In order to preserve the peace, health and safety of the City of Peoria, an EMERGENCY is declared to exist and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 4th day of June 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times

Publication Dates: May 9 and 16, 2019

Effective Date:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 18C.

Date Prepared: 5/22/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Sonia Andrews, Chief Financial Officer
SUBJECT: Fiscal Year 2020 SLID/MID Levies

Purpose:

Discussion and possible action to adopt **ORD. 2019-16** and **ORD. 2019-17** approving the Street Light and Maintenance Improvement District Levies for Fiscal Year 2020 and declaring an emergency.

Summary:

The Council will consider a motion to adopt an ordinance for 273 Street Light Improvement Districts located in the City. A second action is requested to consider adoption of an ordinance for the 11 Maintenance Improvement Districts located in the City. These ordinances approve levies for each active street light district and active maintenance improvement district in the City.

A schedule of proposed tax revenues for the Maintenance and Street Light Improvement Districts within the City is attached. Staff has used calculations based on the percent of build out completed for the various subdivisions in calculating the proposed tax levies.

Previous Actions/Background:

A schedule of SLIDS and MIDS was published in the Peoria Times on May 9, 2018, and May 16, 2019.

Options:

A: That the Mayor and Council approve the ordinances adopting the Street Light and Maintenance Improvement District Levies for FY 2020.

B: That the Mayor and Council not approve the improvement district tax levies and provide staff direction to change the improvement district tax levies.

Staff Recommendation:

Staff recommends that the Mayor and Council approve the ordinances adopting the Street Light

and Maintenance Improvement District Levies for FY 2020.

Fiscal Analysis:

The Street Light Improvement District levy is expected to generate \$1,065,538 and the Maintenance Improvement District levy is expected to generate \$94,947 in the next fiscal year.

ATTACHMENTS:

Exhibit 1: Street Light Improvement Districts Ordinance

Exhibit 2: Schedule of Street Light Improvement Districts

Exhibit 3: Maintenance Improvement Districts Ordinance

Exhibit 4: Schedule of Maintenance Improvement Districts

Contact Name and Number:

Sonia Andrews, (623) 773-5206

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA AND WITHIN THE FOLLOWING STREET LIGHT IMPROVEMENT DISTRICTS EACH DESIGNATED AS CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NOS. 1 - 34 INCLUSIVE, NOS. 36 - 37, INCLUSIVE, NOS. 39 - 51 INCLUSIVE, NOS. 54 - 64 INCLUSIVE, NO. 66, NOS. 70 - 73 INCLUSIVE, NOS. 76 - 80 INCLUSIVE, NOS. 82 - 84 INCLUSIVE, NOS. 93 - 99 INCLUSIVE, NOS. 101 - 102 INCLUSIVE, NO. 104, NOS. 107 - 108 INCLUSIVE, NO. 110, NO. 114, NOS. 116 - 117 INCLUSIVE, NO. 119, NOS. 121 - 123 INCLUSIVE, NOS. 125 - 129 INCLUSIVE, NO. 131, NOS. 135 - 157 INCLUSIVE, NOS. 159 - 164 INCLUSIVE, NOS. 166 - 167 INCLUSIVE, NOS. 171 - 172 INCLUSIVE, NO. 174, NOS. 176 - 177 INCLUSIVE, NO. 179, NOS. 183 - 185 INCLUSIVE, NOS. 187 - 191 INCLUSIVE, NO. 195, NOS. 197 - 199 INCLUSIVE, NOS. 201 - 202 INCLUSIVE, NOS. 204 - 216 INCLUSIVE, NO. 218, NO. 221-240 INCLUSIVE, NOS. 1000-1002 INCLUSIVE, NOS. 1004-1014 INCLUSIVE, NO. 1016-1025 INCLUSIVE, NOS. 1029-1035 INCLUSIVE, NOS. 1038 - 1039 INCLUSIVE, NOS. 1045 - 1046 INCLUSIVE, NOS. 1048-1050 INCLUSIVE, NOS. 1053 - 1063 INCLUSIVE, NOS. 1065 - 1091 INCLUSIVE, NO. 1096-1097 INCLUSIVE, NOS. 1101-1103 INCLUSIVE, NO. 1109-1112 INCLUSIVE, 1114-1116 INCLUSIVE, AND NO. 1123 SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR THE PURPOSE OF GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona
as follows:

SECTION 1. There is hereby levied on each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria Street Light Improvement Districts, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise a sum necessary to pay annual expenses of said District for the fiscal year ending on the 30th day of June, 2020. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. Failure by the County officials of Maricopa County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or to them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto, the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage by the Mayor and Council.

SECTION 5. In order to preserve the peace, health and safety of the City of Peoria, an EMERGENCY is declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of June 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times
Publication Dates: May 9 and 16, 2019
Effective Date:

City of Peoria

Schedule of Street Light Improvement Districts

Description	Projected FY2020
SLID 1 Westfield Gardens	\$ 2,403
SLID 2 Autumn Point	\$ 2,743
SLID 3 Vistas Avenida II	\$ 1,952
SLID 4 Cypress Point Estates II @ WBV	\$ 3,154
SLID 5 Shavano	\$ 3,048
SLID 6 Bell Park Central	\$ 4,655
SLID 7 Bell Park & Parcels 2B-8	\$ 12,581
SLID 8 Foxwood Unit Four	\$ 3,048
SLID 9 Vista Crossing	\$ 2,069
SLID 10 Vista Pinnacle	\$ 4,492
SLID 11 North Shores @ Ventana Lakes	\$ 1,501
SLID 12 Vistas @ Desert Harbor Phase I	\$ 2,703
SLID 13 Village Terrace	\$ 2,649
SLID 14 The Coves/Ventana Lakes	\$ 6,666
SLID 15 Windwood	\$ 1,676
SLID 16 Lakeside Unit 2 @ Ventana Lakes	\$ 4,200
SLID 17 Arrowhead Shores I	\$ 5,407
SLID 18 Arrowhead Shores II	\$ 4,956
SLID 19 Westfield Gardens 2	\$ 1,381
SLID 20 Cactus Point Crossing	\$ 2,928
SLID 21 Country Meadows Estates	\$ 3,455
SLID 22 The Gardens @ V.L.	\$ 7,359
SLID 23 Brookside Village I & II	\$ 3,154
SLID 24 Country Meadows Unit 11	\$ 369
SLID 25 Vista Point, Village Terrace II & III @ WBV	\$ 4,621
SLID 26 Calbrisa	\$ 3,663
SLID 27 Torrey Pines I & II	\$ 5,557
SLID 28 The Landings @ V.L. includes South Bay	\$ 5,490
SLID 29 Sweetwater Place	\$ 4,267
SLID 30 Vistas @ Desert Harbor Unit II	\$ 3,004
SLID 31 Westfield Gardens III	\$ 2,516
SLID 32 83rd Ave & Thunderbird	\$ 7,467
SLID 33 Crystal Cove	\$ 4,055
SLID 34 Villas @ Desert Harbor	\$ 1,202
SLID 36 Arrowhead Cove	\$ 3,455
SLID 37 Vistas Fairways @ WBV	\$ 4,462
SLID 39 Bridlewood	\$ 10,963
SLID 40 The Shores @ V.L.	\$ 1,352
SLID 41 Fairway Views @ WBV	\$ 3,304
SLID 42 Sweetwater Place II	\$ 1,372
SLID 43 Steeple Hill	\$ 4,076
SLID 44 Paradise Shores	\$ 2,620
SLID 45 Calle Lejos Estates	\$ 2,102
SLID 46 Eagle Ridge @ WBV	\$ 4,505
SLID 47 Olive Park	\$ 1,981
SLID 48 Paseo Verde Estates	\$ 5,043
SLID 49 The Boardwalk	\$ 4,806
SLID 50 Parkridge I & II	\$ 21,927
SLID 51 Scotland Hills @ WBV	\$ 2,703
SLID 54 Wildflower Point I	\$ 3,605
SLID 55 Crystal Bay @ Desert Harbor	\$ 750
SLID 56 Diamond Cove @ Desert Harbor	\$ 3,808
SLID 57 Alta Vista Estates	\$ 16,016
SLID 58 Sweetwater Ridge	\$ 9,481
SLID 59 Hunter Ridge	\$ 4,206
SLID 60 Arrowhead Horizons	\$ 3,154
SLID 61 Cactus Place	\$ 1,202
SLID 62 Legacy Place	\$ 3,200
SLID 63 Granite Run	\$ 5,707
SLID 64 Willow Ridge @ WBV	\$ 6,608
SLID 66 New River Shores	\$ 5,857
SLID 70 Sweetwater Ridge Unit 3	\$ 794
SLID 71 Teresita	\$ 3,519
SLID 72 Country Club Estates @ WBV	\$ 1,802
SLID 73 Fletcher Heights Phase 1A	\$ 26,531
SLID 76 Silverton	\$ 10,963
SLID 77 Deer Village Unit 3	\$ 2,403
SLID 78 Deer Village Unit 1	\$ 3,605
SLID 79 Deer Village Unit 2	\$ 3,904
SLID 80 Deer Village Unit 4	\$ 2,854
SLID 82 Pivotal Peoria Center Tracts C & D	\$ 3,353
SLID 83 Fairmont Unit 1	\$ 8,711
SLID 84 Fairmont Unit 2	\$ 5,407
SLID 93 Terramar Parcel 1	\$ 8,638
SLID 94 Terramar Parcel 2A	\$ 897
SLID 95 Terramar Parcel 3	\$ 4,986
SLID 96 Terramar Parcel 4A	\$ 3,062
SLID 97 Terramar Parcel 5	\$ 2,854
SLID 98 Terramar Parcel 6	\$ 3,665
SLID 99 Terramar Parcel 7B	\$ 3,542
SLID 101 Terramar Parcel 9A	\$ 2,102
SLID 102 Terramar Parcel 10A	\$ 1,202
SLID 104 Dove Valley Ranch Parcel 2A3	\$ 4,302
SLID 107 Fletcher Heights Phase 1B	\$ 13,408
SLID 108 Fletcher Heights Phase 1C	\$ 6,633
SLID 110 South Bay @ Ventana Lakes	\$ 3,048
SLID 114 Fletcher Heights Phase 2A	\$ 15,990
SLID 116 Tierra Norte V	\$ 4,493
SLID 117 Summersett Village	\$ 14,995
SLID 119 Dove Valley Ranch Parcel 3A	\$ 3,227
SLID 121 Dove Valley Ranch Parcels 3D & 3E	\$ 8,425
SLID 122 Clearview Estates	\$ 6,453
SLID 123 Terramar Parcel 2B	\$ 6,153
SLID 125 Terramar Parcel 12	\$ 6,482
SLID 126 Terramar Parcel 13	\$ 4,321
SLID 127 Terramar Parcel 14	\$ 2,854

Description	Projected FY2020
SLID 128 Peoria Mountain Vistas	\$ 6,274
SLID 129 Fletcher Heights Phase 2B	\$ 16,313
SLID 131 Bay Pointe @ V.L.	\$ 8,464
SLID 135 Sun Cliff IV	\$ 6,812
SLID 136 Ironwood Phase 1A	\$ 3,406
SLID 137 Ironwood Phase 1B	\$ 2,397
SLID 138 Ironwood Phase 2A	\$ 1,793
SLID 139 Ironwood Phase 2B	\$ 1,434
SLID 140 Ironwood Phase 3A	\$ 964
SLID 141 Ironwood Phase 3B	\$ 897
SLID 142 Ironwood Phase 4A	\$ 897
SLID 143 Ironwood Phase 4B	\$ 1,075
SLID 144 Crosswinds	\$ 3,466
SLID 145 Sun Cliff III	\$ 1,254
SLID 146 Ryland @ Silvercreek	\$ 5,736
SLID 147 Harbor Shores @ Desert Harbor	\$ 1,352
SLID 148 Sun Aire Estates, UNIT 6	\$ 2,286
SLID 149 Silverton 2	\$ 8,963
SLID 150 Dove Valley Ranch Parcel 6	\$ 10,371
SLID 151 Dove Valley Ranch Parcel 3B	\$ 6,095
SLID 152 Dove Valley Ranch Parcel 3C	\$ 5,557
SLID 153 Dove Valley Ranch Parcel 3F	\$ 2,577
SLID 154 Dove Valley Ranch Parcel 2B & 2C	\$ 2,151
SLID 155 Dove Valley Ranch Parcel 2D	\$ 6,245
SLID 156 Dove Valley Ranch Parcel 2E	\$ 3,764
SLID 157 Dove Valley Ranch Parcel 2F	\$ 3,048
SLID 159 Terramar Parcel 7A	\$ 3,004
SLID 160 Terramar Parcel 11	\$ 2,698
SLID 161 Skyview Place	\$ 4,128
SLID 162 Arrowhead Shadows	\$ 4,604
SLID 163 Greystone Heritage @ V.L.	\$ 2,403
SLID 164 Erin Groves	\$ 4,922
SLID 166 Bay Pointe Unit Two @ V.L.	\$ 5,081
SLID 167 Springer Ranch 2	\$ 2,438
SLID 171 Greystone II Heritage @ V.L.	\$ 4,103
SLID 172 Erin Groves 2	\$ 2,591
SLID 174 Hunter Field Estates	\$ 1,431
SLID 176 Twin Palms	\$ 2,699
SLID 177 Desert Star Subdivision	\$ 10,611
SLID 179 Westwing Mountain Parcel 1A	\$ 2,869
SLID 183 Westwing Mountain Parcel 4	\$ 538
SLID 184 Westwing Mountain Parcel 5	\$ 359
SLID 185 Westwing Mountain Parcel 6	\$ 717
SLID 187 Westwing Mountain Parcel 8	\$ 2,040
SLID 188 Westwing Mountain Parcel 9	\$ 2,510
SLID 189 Westwing Mountain Parcel 10	\$ 1,972
SLID 190 Westwing Mountain Parcel 11	\$ 2,510
SLID 191 Westwing Mountain Parcel 12	\$ 2,330
SLID 195 South Bay Unit 2 @ Ventana Lakes	\$ 3,585
SLID 197 Sun Cliff V	\$ 5,823
SLID 198 Fletcher Heights 3A	\$ 17,998
SLID 199 Fletcher Heights 3B	\$ 5,270
SLID 201 Central Park Subdivision	\$ 5,557
SLID 202 Starlight Canyon	\$ 1,434
SLID 204 North Ranch	\$ 5,557
SLID 205 Tuscan Shores - Desert Harbor Parcel 12	\$ 2,403
SLID 206 West Valley Ranch	\$ 2,274
SLID 207 Sunset Ranch	\$ 2,341
SLID 208 Sonoran Mountain Ranch Parcel 1	\$ 4,655
SLID 209 Sonoran Mountain Ranch Parcel 2	\$ 4,806
SLID 210 Vistancia Village A Par A37	\$ 1,652
SLID 211 Vistancia Village A Par A36	\$ 2,253
SLID 212 Vistancia Village A Par A33	\$ 2,102
SLID 213 Vistancia Village Par A 32	\$ 1,802
SLID 214 Vistancia Village A Par A14	\$ 1,501
SLID 215 Vistancia Village A Par A13	\$ 1,202
SLID 216 Vistancia Village A Par A12	\$ 1,952
SLID 218 Vistancia Village A Par A10B	\$ 1,802
SLID 221 Cibola Vista 1B	\$ 901
SLID 222 Cibola Vista 2	\$ 4,355
SLID 223 Cibola Vista 3	\$ 4,355
SLID 224 Cibola Vista 4	\$ 3,455
SLID 225 Cibola Vista 5	\$ 6,008
SLID 226 Sonoran Mountain Ranch Parcel 4.1	\$ 4,206
SLID 227 Sonoran Mountain Ranch Parcel 4.2	\$ 3,154
SLID 228 Sonoran Mountain Ranch Parcel 5	\$ 3,004
SLID 229 Sonoran Mountain Ranch Parcel 6	\$ 4,806
SLID 230 Sonoran Mountain Ranch Parcel 7	\$ 5,106
SLID 231 Sonoran Mountain Ranch Parcel 9A Ph 1	\$ 3,154
SLID 232 Sonoran Mountain Ranch Parcel 9A Ph 2	\$ 2,102
SLID 233 Westwing Ph 2 Par 18	\$ 3,215
SLID 234 Westwing Ph 2 Par 19	\$ 1,434
SLID 235 Westwing Ph 2 Par 29	\$ 4,661
SLID 236 Westwing Ph 2 Par 15	\$ 3,406
SLID 237 Sonoran Mtn Ranch 9b	\$ 1,952
SLID 238 Casa Del Rey	\$ 16,370
SLID 239 Westwing Ph 2 Par 21	\$ 1,608
SLID 240 Westwing Ph 2 Par 22	\$ 2,144
SLID 1000 Sonoran Mountain Ranch Parcel 10	\$ 7,058
SLID 1001 Vistancia Village A Parcel A9	\$ 2,102
SLID 1002 Fletcher Farms	\$ 3,755
SLID 1004 Vistancia Village A Parcel G10	\$ 1,202
SLID 1005 Vistancia Phase 2 Parcel A-8	\$ 1,352
SLID 1006 Vistancia Phase 2 Parcel A-15	\$ 1,952
SLID 1007 Vistancia North Parcel G-11	\$ 901
SLID 1008 Riverstone Estates	\$ 3,154

Description	Projected FY2020
SLID 1009 Vistancia Village A Parcel G3	\$ 2,553
SLID 1010 Vistancia Parcel A-7	\$ 901
SLID 1011 Varney Village	\$ 451
SLID 1012 Vistancia North Parcel G-4	\$ 1,202
SLID 1013 Vistancia A28	\$ 3,304
SLID 1014 Vistancia A29	\$ 2,102
SLID 1016 Sonoran Mountain Ranch Parcel 14	\$ 3,455
SLID 1017 Vistancia Parcel G2	\$ 2,253
SLID 1018 Park Rose	\$ 3,334
SLID 1019 Vistancia North G-1	\$ 2,703
SLID 1020 Plaza Del Rio Phase I	\$ 750
SLID 1021 Plaza Del Rio Phase 2	\$ 1,735
SLID 1022 Tierra del Rio Parcel 6	\$ 8,861
SLID 1023 Tierra Del Rio North - Parcel 28	\$ 2,553
SLID 1024 Plaza Del Rio Phase 3	\$ 3,004
SLID 1025 Rio Estates	\$ 1,219
SLID 1029 Grand Manor	\$ 2,327
SLID 1030 Tierra Del Rio Parcel 10A	\$ 2,553
SLID 1031 Tierra del Rio Parcel 9	\$ 3,755
SLID 1032 Tierra Del Rio Parcel 13A	\$ 2,703
SLID 1033 Camino a Lago South, Unit 8	\$ 3,455
SLID 1034 Camino a Lago South, Unit 7	\$ 2,553
SLID 1035 Tierra Del Rio Parcel 4a	\$ 3,269
SLID 1038 Camino a Lago South, Unit 5	\$ 3,755
SLID 1039 Camino a Lago South, Unit 6	\$ 4,505
SLID 1045 Tierra Del Rio Parcel 4B	\$ 1,052
SLID 1046 Terramar 9B	\$ 1,652
SLID 1048 Tierra Del Rio Parcel 12	\$ 5,106
SLID 1049 Tierra Del Rio Parcel 11	\$ 4,655
SLID 1050 Sunset Ranch IIA	\$ 2,119
SLID 1053 The Meadows Parcel 11	\$ 8,410
SLID 1054 The Meadows Parcel 12A	\$ 6,908
SLID 1055 Sunset Ranch IIB	\$ 1,501
SLID 1056 The Meadows Parcel 12B	\$ 6,908
SLID 1057 The Meadows Parcel 9	\$ 10,320
SLID 1058 Vistancia Parcel F3 - Phase 1	\$ 1,052
SLID 1059 Vistancia Parcel F3 - Phase 2	\$ 451
SLID 1060 Vistancia Parcel F4 Phase 1	\$ 1,202
SLID 1061 Vistancia Parcel F4 Ph2	\$ 150
SLID 1062 Vistancia Parcel F4 PH 3	\$ 601
SLID 1063 Vistancia Parcel F5	\$ 1,352
SLID 1065 Vistancia Parcel F1 Phase 1	\$ 1,202
SLID 1066 Vistancia North Phase 3 Parcel F1 Phase 2	\$ 794
SLID 1067 The Meadows Parcel 4A	\$ 7,509
SLID 1068 Sunset Ranch IIC	\$ 563
SLID 1069 Sunset Ranch IID	\$ 300
SLID 1070 Sunset Ranch IIE	\$ 1,052
SLID 1071 Umbria Estates	\$ 451
SLID 1072 Tierra Del Rio Parcel 1	\$ 2,102
SLID 1073 Tierra Del Rio Parcel 13B	\$ 1,052
SLID 1074 Sunset Ranch IIF	\$ 668
SLID 1075 Tierra Del Rio Parcel 10B	\$ 1,351
SLID 1076 Tierra Del Rio Parcel 27	\$ 9,912
SLID 1077 Terramar Parcel 10B	\$ 1,635
SLID 1078 The Meadows Parcel 4B	\$ 6,225
SLID 1079 Tierra Buena	\$ 1,270
SLID 1080 Tierra Del Rio Parcel 23	\$ 9,496
SLID 1081 Sunset Ranch IIG	\$ 601
SLID 1082 Sunset Ranch IIH	\$ 601
SLID 1083 Tierra Buena II	\$ 610
SLID 1084 Tierra Del Rio Parcel 22	\$ 4,505
SLID 1085 Peoria Village	\$ 2,882
SLID 1086 Vistancia Parcel A18	\$ 1,052
SLID 1087 Vistancia Parcel A21/A22	\$ 1,501
SLID 1088 Lizard Trails	\$ 750
SLID 1089 Tierra Del Rio Parcel 20A & 21A	\$ 5,615
SLID 1090 Tierra Del Rio Parcel 21B	\$ 1,287
SLID 1091 Sunrise Vista	\$ 601
SLID 1096 Sierra Ridge Estates	\$ 2,365
SLID 1097 Terramar Cove	\$ 901
SLID 1101 Tierra Del Rio Parcel 2	\$ 4,314
SLID 1102 Tierra Del Rio Parcel 3A	\$ 3,407
SLID 1103 Tierra Del Rio Parcel 20B	\$ 3,304
SLID 1109 Sunset Ranch Parcel IIJ	\$ 1,052
SLID 1110 Trailside At Happy Valley Phase 1	\$ 6,430
SLID 1111 Three Olive Park	\$ 5,407
SLID 1112 Trailside At Happy Valley Phase 2	\$ 1,217
SLID 1114 The Meadows Parcel 2B	\$ 3,605
SLID 1115 Trailside At Happy Valley Phase 3	\$ 3,089
SLID 1116 Trailside At Happy Valley Phase 4	\$ 3,388
SLID 1123 The Meadows Parcel 1 & 3 Phase 1	\$ 4,854

TOTAL \$ 1,065,538

ORDINANCE NO. 2019-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA AND WITHIN THE FOLLOWING MAINTENANCE IMPROVEMENT DISTRICTS EACH DESIGNATED AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NOS. 1 - 7 INCLUSIVE, NO. 10, NO. 69, NO. 1025, AND NO. 1044 SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR THE PURPOSE OF GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020, AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. There is hereby levied on each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria Maintenance Improvement Districts, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise a sum necessary to pay annual expenses of said District for the fiscal year ending on the 30th day of June, 2020. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. Failure by the County officials of Maricopa County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or to them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto, the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage by the Mayor and Council.

SECTION 5. In order to preserve the peace, health and safety of the City of Peoria, an EMERGENCY is declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of June 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times
Publication Dates: May 9 and 16, 2019
Effective Date:

City of Peoria
Schedule of Maintenance Improvement Districts

City #	Subdivision Name	Assessment FY2020
MID 1	Cactus Point Crossing	\$ 8,116
MID 2	Westfield Gardens II	\$ 6,439
MID 3	Bell Park (Parcel 5)	\$ 5,260
MID 4	Country Meadows	\$ 6,004
MID 5	Crystal Cove	\$ 17,298
MID 6	Westfield Gardens III	\$ 11,846
MID 7	Sweetwater Place	\$ 9,034
MID 10	Tierra Norte III	\$ 17,770
MID 69	Stonebridge	\$ 6,769
MID 1025	Bedford Village 1	\$ 3,861
MID 1044	Bedford Village 2	\$ 2,550
TOTAL		\$ 94,947

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19C.

Date Prepared: 5/6/2019

Council Meeting Date: 6/4/2019

TO: Honorable Mayor and City Council
FROM: George Anagnost, Presiding Judge
SUBJECT: Budget Transfer, Temporary Part-time Judicial Assistant

Purpose:

Discussion and possible action to: (a) approve a budget transfer in the amount of \$24,700 from the Proposed Grants Contingency to the Municipal Court Allocation fund (Fill the Gap - FTG) personnel services accounts for one part-time employee without benefits; and (b) authorize the expenditure of the Municipal Court Allocation fund (Fill the Gap - FTG) for the employment of one temporary employee without benefits.

Summary:

The Court is requesting the use of the Municipal Court Allocation Funds (FTG) to hire one part-time employee without benefits to improve reliability and intergrity of case files and enhance collection of monetary penalties.

This position aligns with the court's objective to improve, maintain and enhance the ability to collect and mange monetary assessments received by the court including restitution, fines and penalties.

This request does not include any request for computer equipment for the positions as the court currently has the equipment to support the position.

Approval from the Arizona Supreme Court for the spending plan of \$24,700 from the Municipal Court Allocation Fund (FTG)has been granted.

Previous Actions/Background:

In 2015, a position was grant funded by the Municipal Court Allocation Fund (FTG). In FY18 and FY19 this position was funded in the budget from Peoria Court Enhancement Fund (PCEF); the court did not request this position to be funded in the budget from PCEF in FY20.

Options:

A: Approve the budget transfer of \$24,700 to the Municipal Court Allocation Fund (FTG) for one part-time Judicial Assistant.

B: Choose not to approve the budget transfer of \$24,700 to the Municipal Court Allocation Fund (FTG) for one part-time Judicial Assistant.

Staff Recommendation:

Staff recommends Option A, approving the budget transfer of 24,700 to the Municipal Court Allocation Fund (FTG) for one part-time Judicial Assistant without benefits for 20 hours weekly for 1 year.

Fiscal Analysis:

To implement this approval, it is recommended that the Mayor and Council approve a budget transfer of \$24,700 from the Proposed Grants Contingency (7990-7990-570000) to the Municipal Court Allocation Fund (FTG) personnel services accounts (8061-8061-510000). This transfer is for expenditure authority only. Municipal Court Allocation Fund (FTG) funding is available to support this request.

ATTACHMENTS:

Municipal Court FTG Spending Plan Application
Municipal Court FTG Spending Plan Approval

Contact Name and Number:

George Anagnost, (623) 773-7420

MUNICIPAL FILL THE GAP (MFTG) APPLICATION			
A. APPLICANT INFORMATION			
1. COURT NAME: PEORIA MUNICIPAL COURT			
2. CONTACT PERSON: BRENDA JORDAN		3. TITLE: COURT ADMINISTRATOR	
4. ADDRESS (STREET, CITY, STATE, ZIP): 8401 W MONROE ST, PEORIA, AZ 85345			
5. PHONE: 623-773-7401		6. FAX: 623-773-7407	7. E-MAIL ADDRESS: BJORDAN@COURTS.AZ.GOV
B. BUDGET INFORMATION			
8. PROJECT TITLE: TEMPORARY PART-TIME STAFF FOR COLLECTIONS AND CASE CLEAN UP			
9. BEGIN DATE: 7/1/2019		END DATE OR DATE OF PURCHASE: 6/30/2020	
10. AMOUNT REQUESTED \$ 24,470	MFTG BALANCE \$ 264,919	AS OF: 3/31/2014 (CERTIFY WITH LOCAL FINANCE)	
11. OTHER ACTIVE APPROVED GRANTS FOR MFTG (STATE \$ AMOUNT):			
12. THE COURT'S MUNICIPAL FILL THE GAP FUNDS ARE REQUESTED FOR:			
<input checked="" type="checkbox"/> ENHANCEMENT OF COLLECTIONS AND MONEY MANAGEMENT			
<input checked="" type="checkbox"/> IMPROVEMENT TO COURT AUTOMATION			
<input checked="" type="checkbox"/> IMPROVEMENT TO CASE PROCESSING			
<input checked="" type="checkbox"/> IMPROVEMENT TO ADMINISTRATION OF JUSTICE			
13. <input checked="" type="checkbox"/> NEW REQUEST	<input type="checkbox"/> CONTINUE PROJECT – TIME & \$ <input type="checkbox"/> CONTINUE PROJECT – ADDITIONAL STAFF GPT #		<input type="checkbox"/> EXTEND PROJECT MORE TIME NO ADDITIONAL FUNDS GPT #
C. PROJECT/PURCHASE INFORMATION			
14. BRIEF DESCRIPTION OF PROJECT OR ITEM TO BE PURCHASED.			
<p>The Peoria Municipal Court is requesting the use of the court's Municipal Fill the Gap Funds in the amount of \$24,270.00 for the addition of one part time Judicial Assistant position from July 1, 2019 to June 30, 2019. This request does not include any request for computer equipment for the position as the court currently has the equipment to support the position. The purpose of this project is to add one part time additional employee to perform specialized work to improve case processing and court, improve collections and case clean up of converted cases from AZTEC to AJAC.</p>			
15. DESCRIBE THE NEED FOR THIS PROJECT OR ITEM AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.			
<p>This position aligns with the court's objectives to improve, maintain and enhance the ability to collect and manage monies assessed or received by the court, including restitution, fines and civil penalties, improving court collection activity to increase enforcement of court orders requiring payment of monetary penalties and obligations.</p> <p>The court has a backlog of cases requiring case clean up to accurately reflect accurate accounting and reliable case information in AJACS and improve the court automation information, day to day court operations and fairness of Judicial decisions.</p>			

16. LIST THE PROJECT'S PERFORMANCE MEASURES. (NOTE: NOT REQUIRED IF MONIES USED FOR PURCHASES SUCH AS EQUIPMENT OR FEES)

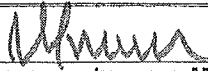
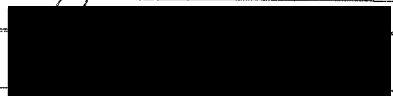
Improve Reliability and Integrity of Case Files: Examining completeness and accuracy of case file content in AJACS to reflect updated case information and disposition. Complete case clean up to ensure accurate clearance rate of the number of outgoing cases as a percentage of the number of incoming cases; to dispose cases in a timely manner for cases converted from AZTEC to AJACS. (CourTools M6)

Enhance Collection of Monetary Penalties: Enter cases promptly into the FARE queue to Improve collection rate and increase enforcement of court orders requiring payment of monetary penalties and obligations. (CourTools M7)

D. BUDGET

PERSONNEL	\$	24,470.00
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	24,470.00

E. SIGNATURES OF SUBMITTING PARTIES

 _____ PRESIDING JUDGE OR MAGISTRATE George Anagnost _____ PLEASE PRINT NAME	5/6/19 _____ DATE	 _____ PRESIDING JUDGE OF THE SUPERIOR COURT IN THE APPLICANT'S COUNTY Janet E. Barton _____ PLEASE PRINT NAME	5/9/19 _____ DATE
--	-------------------------	--	-------------------------

RETURN COMPLETE APPLICATION AND SEND TO:
 JERRI MEDINA, GRANT SPECIALIST
 COURT SERVICES DIVISION
 ADMINISTRATIVE OFFICE OF THE COURTS
 1501 W. WASHINGTON, SUITE 410
 PHOENIX, AZ 85007

Jordan, Brenda

From: Mariani, Annette
Sent: Monday, May 13, 2019 7:42 AM
To: Jordan, Brenda
Cc: Anagnost, G.T.
Subject: GPT#2007M002 - MFTG - FY20 - Temp Part-time Staff, Collections and Case clean-up

May 13, 2019

Brenda Jordan
Court Administrator
Peoria Municipal Court
8401 W. Monroe Street
Peoria, AZ 85345

**RE: FY20 Municipal Court Allocation Fill the Gap (MFTG) Spending Plan
Temp. Part-Time Staff, Collections and Case Clean-Up**

	Request Amount:	\$24,470.00
GPT # 2007M0002	Approved Amount:	\$24,470.00

Dear Ms. Jordan:

The Administrative Office of the Courts (AOC) has approved the spending plan submitted by the Peoria Municipal Court. The approved request in the amount of \$24,470.00 will be used to cover the costs of one temporary part-time staff for collections and case clean-up for fiscal year 2020. to provide state funds.

A Final Status Report is required and due on August 15, 2019 or forty-five days after the project expiration date. The status report should include a response to the following performance measure(s):

- ✓ Document improved reliability and integrity of case files, how many cases have been clean up in FY20
- ✓ Document improved clearance rates with case clean up in AJACS for pending cases
- ✓ Document improved enhancement collection of monetary penalties, how many cases were entered into FARE, keeping queue current

Should you have any questions or concerns, please do not hesitate to contact me.

ec:

Honorable George Anagnost, Presiding Judge



Administrative
Office of the
Courts

Annette Mariani
Grant Specialist
Arizona Supreme Court, AOC
Court Services Division
1501 W. Washington, Ste. 410
Phoenix, AZ 85007
☎ (602) 452-3359
✉ amariani@courts.az.gov

Grant applications and status reports can
be found at:
http://ajinweb/csd/CMU_Grants.htm

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20C.

Date Prepared: 5/28/2019

Council Meeting Date: 6/4/2019

TO: Honorable Mayor and City Council
FROM: Vanessa P. Hickman, City Attorney
SUBJECT: Settlement Agreement, Jane Doe v. City of Peoria

Purpose:

Discussion and possible action to: (a) approve the settlement agreement regarding Jane Doe v. City of Peoria; and (b) authorize the City Attorney to execute all necessary documents.

Summary:

This litigation arose out of the City's AM/PM Program. Plaintiff alleged negligent training and negligent supervision claims, as well as a 42 U.S.C. §1983 claim for the violation of her constitutional rights against the City and the Peoria Unified School District, which resulted in her molestation by an individual who was an employee of both the City and PUSD.

Previous Actions/Background:

This litigation arose out of the City's AM/PM Program. Plaintiff alleged negligent training and negligent supervision claims, as well as a 42 U.S.C. §1983 claim for the violation of her constitutional rights against the City and the Peoria Unified School District, which resulted in her molestation by an individual who was an employee of both the City and PUSD.

Options:

- A:** Approve the settlement agreement.
- B:** Disapprove the settlement agreement.

Staff Recommendation:

Discussion and possible action to authorize the City Attorney to execute all necessary documents in the matter of Jane Doe v. City of Peoria, et al.

Fiscal Analysis:

Funding for settlement of this case is provided for in the City's Reserve Program, under the Risk Insurance/Premiums Personal Injury Settlements account (3200-3600-523016).

Contact Name and Number:

Vanessa Hickman, (623) 773-7331

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 21C.

Date Prepared: 5/28/2019

Council Meeting Date: 6/4/2019

FROM: Vanessa P. Hickman, City Attorney

SUBJECT: Budget Amendment, Unanticipated Expenses, City Attorney's Office

Purpose:

Discussion and possible action to approve a budget amendment in the amount of \$150,000 within the Risk Management Fund to provide the spending authority needed to pay claims expenditures that were not anticipated when the original Fiscal Year 2019 Budget was adopted.

Summary:

The City of Peoria is exposed to various Property & Casualty risks and losses related to torts; theft of, damage to, and destruction of assets /real property and autos; and errors and omissions (liability). As such, the City maintains a Risk Management Fund (insurance and self-insurance fund) to account for and finance losses and claims. The Operating Funds of the City pay monthly premiums to the Risk Management Fund based on a model that takes into consideration factors such as prior loss experience, staffing, and liability. These funds are then used to pay for claims and insurance premiums.

The City is self-insured for public liability up to \$1 million, with excess coverage insurance policies purchased through commercial insurance carriers covering individual claims in excess of this amount. Also, the City is self-insured for damage to city vehicles valued up to \$100,000. Vehicles with a value in excess of \$100,000 have a \$5,000 deductible. City property is insured through commercial insurance carriers with a \$50,000 deductible.

City property damage claims, liability claims, third-party property damage claims, and insurance premium vary from year to year depending on unforeseen incidents, accidents, and claims. Based on year-to-date claims activity, staff estimates that actual claims expenditures in the Risk Management Fund will exceed the FY 2019 Budget by approximately \$150,000.

Previous Actions/Background:

No previous actions.

Options:

A: Approve a budget amendment in the amount of \$150,000 to cover the anticipated claims expenditures in the Risk Management Fund for FY 2019.

B: Reject the requested budget amendment and provide further guidance to staff on how to pay for claims incurred by the City.

Staff Recommendation:

Staff recommends approval of a budget amendment and use of reserves in the amount of \$150,000 to cover the anticipated claims expenditures in the Risk Management Fund for FY 2019. The budget transfer will be made from the Risk Management Fund Contingency Account 3200-3610-570000 to the Risk Management Fund Claims Account 523016.

Fiscal Analysis:

FY 2019 expenditures for claims and insurance are expected to exceed the adopted budget by \$150,000. The Risk Management Fund has sufficient fund balance reserves to cover the requested budget amendment.

Contact Name and Number:

Vanessa P. Hickman, (623) 773-7331

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 22C.

Date Prepared: 5/21/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Deeds and Easements, Various Locations

Purpose:

Discussion and possible action to adopt **RES. 2019-97** accepting Deeds and Easements for various Real Property interests acquired by the City.

Summary:

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

Previous Actions/Background:

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

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

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

Staff Recommendation:

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

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Resolution

Contact Name and Number:

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

RESOLUTION NO. 2019-97

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

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

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

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

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

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

Peoria Unified School District # 11
Peoria Unified School District #11
NWC of 95th Ave. and Williams Rd.
TEMPORARY EASEMENT FOR STORMWATER DRAINAGE
Maricopa County Recording No. 20190356453
(Project No. R160074C / Deed No. 19-013)

SECTION 2. Public Easement and Land Rights

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

SECTION 3. Recording Authorized

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

Resolution No. 2019-97
Acceptance of Deeds and Easements
June 4, 2019
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 4th day of June, 2019.

Cathy Carlat, Mayor

ATTEST:

Date Signed

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 23C.

Date Prepared: 5/21/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Final Plat, Shroyer Acres, Jomax Road and 99th Avenue

Purpose:

Discussion and possible action to approve a Final Plat of Shroyer Acres, located at 99th Avenue and Jomax Road, subject to stipulations.

Summary:

The purpose of this Final Plat is to reconfigure Parcel 1 (3 acre lot) - Minor Land Division Map into lots 1, 2, and 3 within a residential development. This development is within the City's water and sewer service area.

Previous Actions/Background:

There have been no previous actions.

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.

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

FINAL PLAT "SHROYER ACRES"

A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

- PROPERTY LINE
SECTION CENTER LINE
THE LINE
EASEMENT LINE
- - FOUND: IRON PIN WITH CAP AS NOTED
 - - FOUND: BRASS CAP FLUSH
 - - FOUND: BRASS CAP IN HAND HOLE
 - - SET 1/2" IRON PIN, L.S. #30954
- APN - ASSESSOR PARCEL NUMBER
MOR - MARICOPA COUNTY RECORDER
(V) - VOUCHER
(U) - UNRECORDED
(C) - CALCULATED
T - TOWNSHIP
R - RANGE
S.F. - SQUARE FEET
E.L. - ELEVATION

DEED DESCRIPTION:

PARENT PARCEL
THE WEST 33.00 FEET OF THE EAST HALF OF LOT 1, OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, EXCEPT THE WEST 10.00 FEET OF SAID HALF AND EXCEPT THE NORTH 40.00 FEET THEREOF; AND EXCEPT THE SOUTH 40.00 FEET, AND EXCEPT THE DL AND GAS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

METES AND BOUNDS PER CITY REQUIREMENT WHICH IS NOT TO BE USED TO REPLACE WRITTEN ADJUDICATION.

LINE COURSE: N 01-18-14 W LENGTH: 752.73
LINE COURSE: S 88-05-11 E LENGTH: 178.68
LINE COURSE: S 01-18-08 E LENGTH: 753.35
LINE COURSE: N 88-45-21 W LENGTH: 179.89

PERIMETER: 1866.00 AREA: 135,474 SQ. FT. 3,1100 ACRES

MAPCHECK CLOSURE - (USES LISTED COURSE, RADIAL, AND DELTAS)
CLOSURE: 0.0000 COURSE: S 73-45-44 W
ERROR NORTH: -0.0000 EAST: -0.0000
PRECISION: 1: 643,448.28

LOT 1	43,840 SQUARE FEET OR 1.0018 ACRE
LOT 2	43,841 SQUARE FEET OR 1.0018 ACRE
LOT 3	43,811 SQUARE FEET OR 1.0012 ACRE
LOT R/W	NEW ROADWAY DEDICATION 4,400 S.F.
PARENT	135,474 S.F. OR 3,1100 ACRE

DEDICATION

BRANDON AND DANA SHROYER AND DANIEL AND JAYME CORNWELL, AS OWNERS, DO HEREBY PUBLISH THIS SHROYER ACRES OVER A PORTION OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID SHROYER ACRES, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

BRANDON AND DANA SHROYER AND DANIEL AND JAYME CORNWELL, AS OWNERS, HEREBY DEDICATE TO THE CITY THE JOXAN ROAD RIGHTS-OF-WAY AS SHOWN HEREON FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE JOXAN ROAD RIGHT-OF-WAY SHALL BE MAINTAINED BY THE LEGAL OWNER OF LOT 3. BRANDON AND DANA SHROYER AND DANIEL AND JAYME CORNWELL HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOEVER.

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH, THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS DAY OF 2019, BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BEFORE ME BRANDON AND DANA SHROYER AS OWNERS, WHO ACKNOWLEDGED HIMSELF/HERSELF TO ME, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREON CONTAINED BY SIGNING THEIR NAMES

BRANDON SHROYER DATE
DANA SHROYER DATE
IN WITNESS WHEREOF, I HEREUNTO SET MY OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

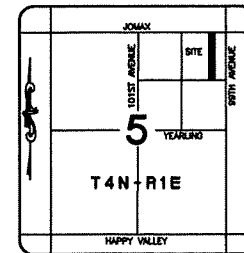
ON THIS DAY OF 2019, BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BEFORE ME DANIEL AND JAYME CORNWELL AS OWNERS, WHO ACKNOWLEDGED HIMSELF/HERSELF TO ME, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREON CONTAINED BY SIGNING THEIR NAMES

DANIEL CORNWELL DATE
JAYME CORNWELL
IN WITNESS WHEREOF, I HEREUNTO SET MY OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA
THIS DAY OF 2019

APPROVED BY: CITY ENGINEER DATE
APPROVED BY: CITY MAYOR DATE
APPROVED BY: CITY CLERK DATE



VICINITY MAP
(NOT TO SCALE)

BASIS OF BEARINGS

BASIS OF THE BEARINGS FOR THIS MAP IS THE MEASURED MONUMENTED NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST, S89°01'12"E 2844.18' (M)

REFERENCE DOCUMENTS

(R) DEED DESCRIPTION
(R2) BOOK 325 OF MAPS, PAGE 38

OWNER

LOT 1:
BRANDON AND DANA SHROYER AND DANIEL AND JAYME CORNWELL
LOT 2:
BRANDON AND DANA SHROYER AND DANIEL AND JAYME CORNWELL
LOT 3:
BRANDON AND DANA SHROYER AND DANIEL AND JAYME CORNWELL

ZONING

SR-43

FLOOD INFORMATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP 0401C0135L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X1" AREAS OF 0.2% ANNUAL CHANCE FLOODS. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

CERTIFICATION

I, RICHARD T. WAAGE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION AND THAT ALL MONUMENTS SHOWN WERE IN PLACE OR SET AT THE TIME OF THE SURVEY. FIELD WORK WAS PERFORMED IN JANUARY OF 2019.

RICHARD T. WAAGE
RLS #30954



WAAGE SURVEYING, INC.

3657N KATMAI, MESA, AZ 85210
480-330-9439/P7
WWW.WAAGESURVEYING.COM

SECTION/ TOWNSHIP/ RANGE: SECTION 5, T4N-R1E

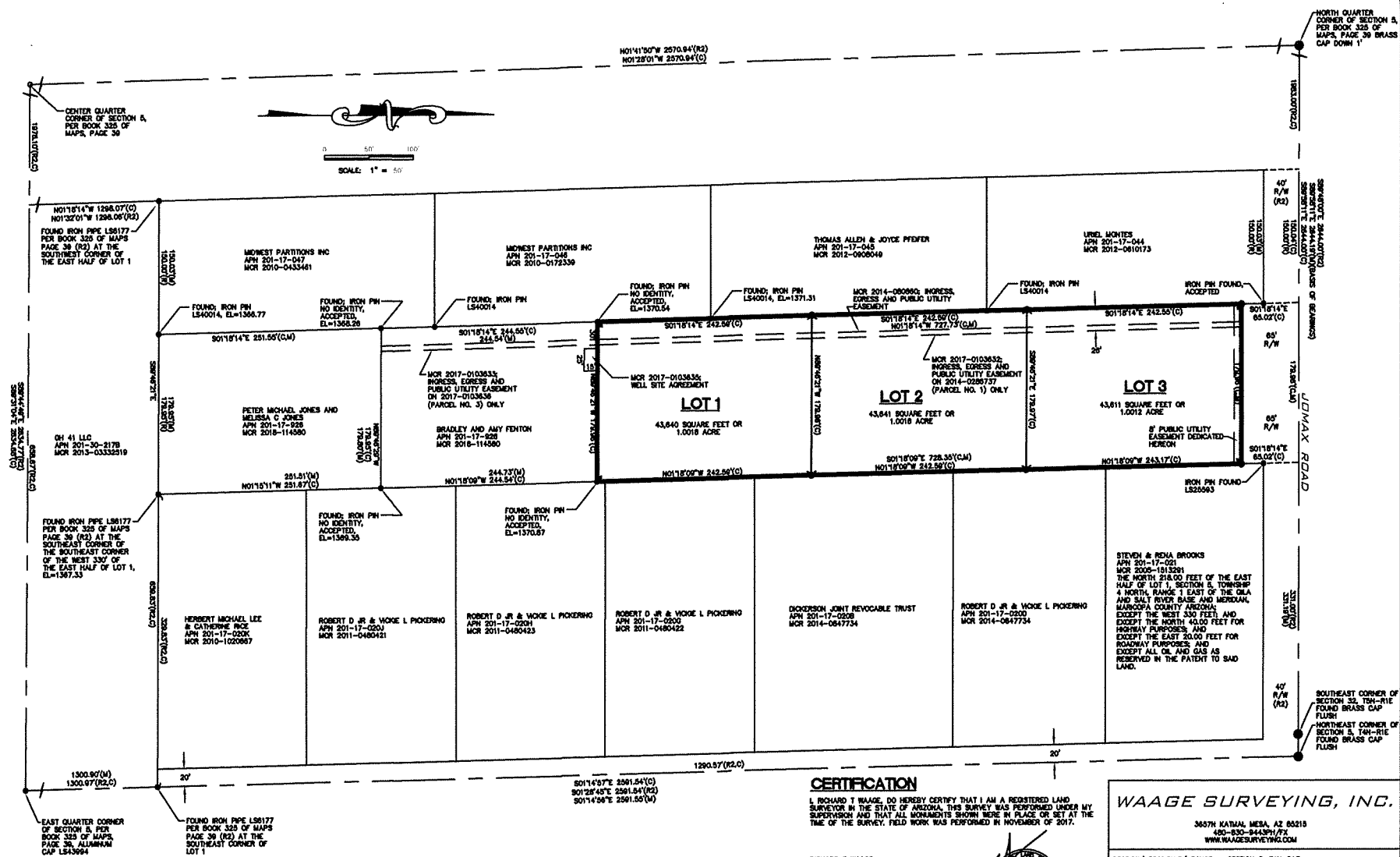
REVISION NO:

PROJECT #: 172181J

DRAWN BY: RTW DATE: 2-24-19

SHEET 1 OF 2

R190023



R190023

CERTIFICATION

I, RICHARD T. WAAGE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION AND THAT ALL MONUMENTS SHOWN HEREIN WERE IN PLACE OR SET AT THE TIME OF THE SURVEY. FIELD WORK WAS PERFORMED IN NOVEMBER OF 2017.

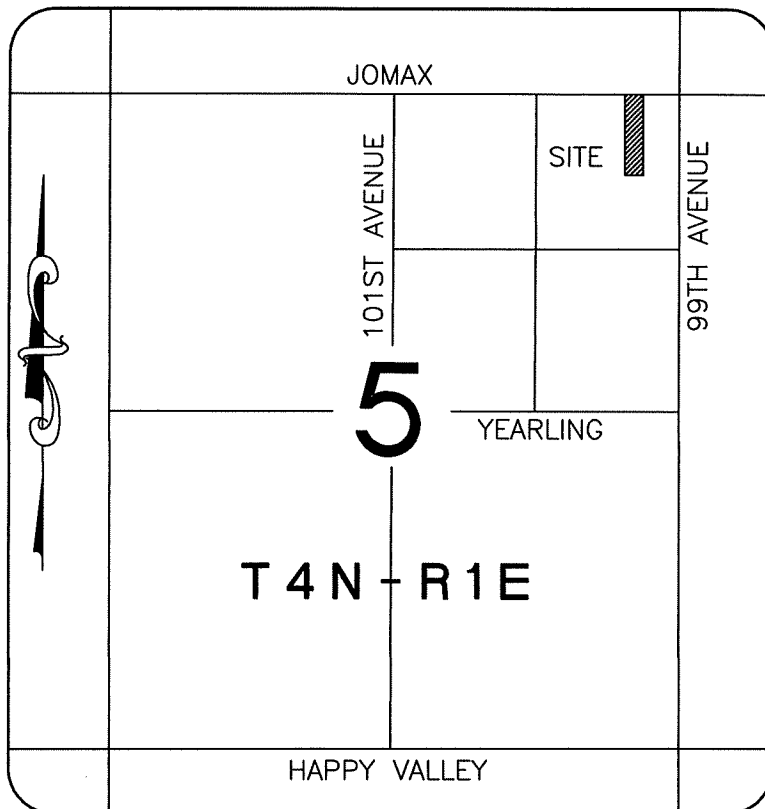
RICHARD T. WAAGE
RLS #30954



WAAGE SURVEYING, INC.

3457H KATHAL MESA, AZ 85215
480-830-9443/917X
WWW.WAAGESURVEYING.COM

SECTION/ TOWNSHIP/ RANGE:	SECTION 5, T4N-R1E
REVISION NO:	
PROJECT #:	172181J
DRAWN BY:	RTW
DATE:	2-24-19
SHEET	2 OF 2



VICINITY MAP
(NOT TO SCALE)

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 24C.

Date Prepared: 5/21/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Sonia Andrews, Finance Director

SUBJECT: PUBLIC HEARING - Liquor License, Koi Poke, 9788 West Northern Avenue #1430

Purpose:

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant (Series 12) Liquor License for Koi Poke located at 9788 West Northern Avenue #1430, Lauren K. Merrett, Applicant, LL#20021823.

Summary:

Koi Poke, is a new restaurant located at 9788 W. Northern Avenue #1430. The owners have applied for a New Restaurant (Series 12) Liquor License. The application agent is Lauren K. Merrett.

A Series 12 Restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of the restaurant's gross revenue comes from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around Koi Poke are Grimaldi's Pizza, Harkins Park West and See's Candies. There are no staff concerns with Koi Poke. The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

Previous Actions/Background:

There has never been a liquor license at 9788 W. Northern Avenue #1430.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Koi Poke located at 9788 W. Northern Avenue #1430, Lauren K. Merrett, Applicant, LL#20021823.

B : Recommend denial to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Koi Poke located at 9788 W. Northern Avenue #1430, Lauren K. Merrett, Applicant, LL#20021823.

Staff Recommendation:

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board regarding the approval of applications to sell alcoholic beverages in the City. The Standard for the City's recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Koi Poke App

Contact Name and Number:

Samuel Brown (623) 773-7658

State of Arizona
Department of Liquor Licenses and Control

Created 04/12/2019 @ 11:22:07 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	KOI POKE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9788 W NORTHERN AVENUE #1430 PEORIA, AZ 85345 USA		
Mailing Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	LAUREN KAY MERRETT
Gender:	Female
Correspondence Address:	[REDACTED] CHANDLER, AZ 85224 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	KOI POKE PARK WEST LLC		
Contact Name:	LAUREN KAY MERRETT		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L22757954	State of Incorporation:	AZ
Incorporation Date:	04/13/2018		
Correspondence Address:	[REDACTED] CHANDLER, AZ 85224 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:	Title:	% Interest:
KOI POKE LLC	MANAGER-LLC	50.00
POKE INTERNATIONAL LLC	MEMBER	50.00

MEGA BUSINESS SERVICES LLC - MANAGING MEMBER

Name: SARAH ELIZABETH BOWERS
 Gender: Female
 Correspondence Address: [REDACTED]
 CHANDLER, AZ 85224
 USA
 Phone: [REDACTED]
 Alt. Phone:
 Email: SARAH@KOIPOKE.COM

KOI POKE PARK WEST LLC - MANAGER-LLC

Name: KOI POKE LLC
 Contact Name: LAUREN KAY MERRETT
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: R22112686 State of Incorporation: NV
 Incorporation Date: 08/17/2017
 Correspondence Address: [REDACTED]
 CHANDLER, AZ 85224
 USA
 Phone: [REDACTED]
 Alt. Phone:
 Email: [REDACTED]

KOI POKE PARK WEST LLC - MEMBER

Name: POKE INTERNATIONAL LLC
 Contact Name: LAURNE KAY MERRETT
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: [REDACTED]
 CHANDLER, AZ 85224
 USA
 Phone: [REDACTED]
 Alt. Phone:
 Email: [REDACTED]

KOI POKE LLC - MEMBER

Name: MEGA BUSINESS SERVICES LLC
Contact Name: LAUREN KAY MERRETT
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [REDACTED]
CHANDLER, AZ 85224
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: KOI POKE LLC
Contact Name: LAUREN KAY MERRETT
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R22112686 State of Incorporation: NV
Incorporation Date: 08/17/2017
Correspondence Address: [REDACTED]
CHANDLER, AZ 85224
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 59600
Application Type: New Application
Created Date: ~~04/02/2019~~
4-12-19 (A)

QUESTIONS & ANSWERS

012 Restaurant

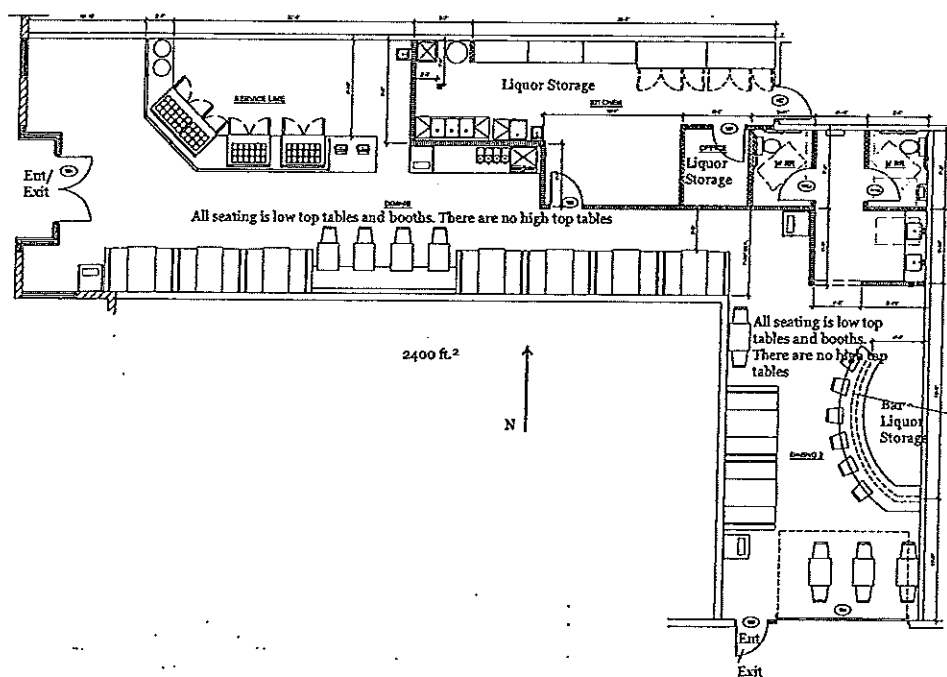
- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
No
A Document of type QUESTIONNAIRE is required.
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.

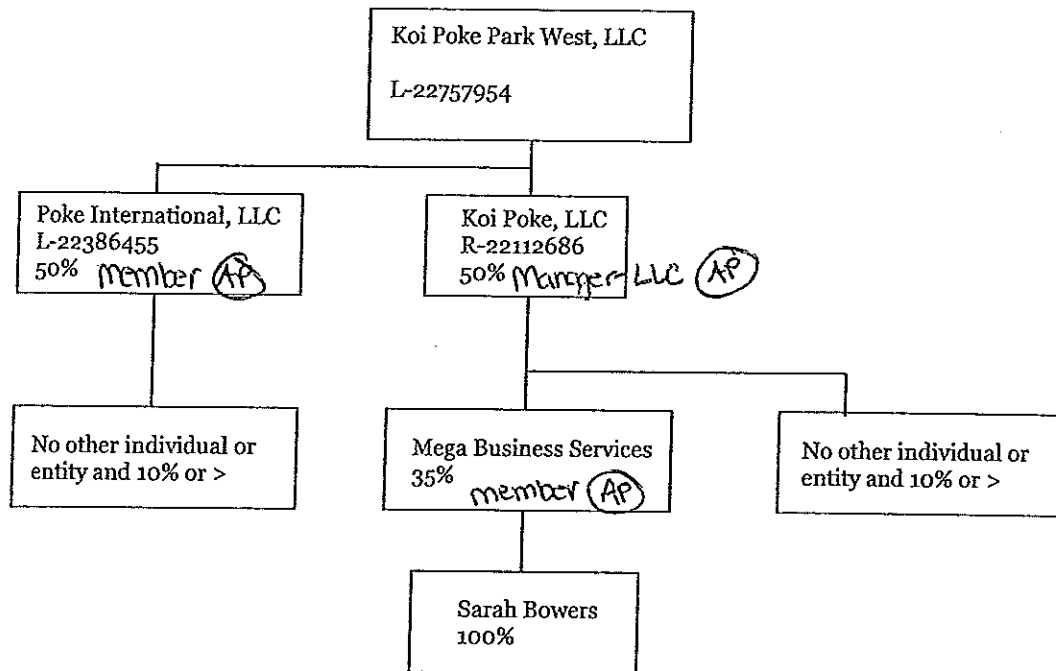
- 6) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 Balance
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
 No
- 8) Are you the owner?
 No
- 9) Are you a purchaser?
 No
- 10) Are you a management company?
 No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
 Yes
- 12) What is the total money borrowed for the business not including the lease?
 Please list lenders/people owed money for the business.
 None
- 13) Have you provided a diagram of your premises?
 No
- 14) Is there a drive through window on the premises?
 No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
 No patio
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 No
- 17) Have you provided a Restaurant Operation Plan form?
 No
 A Document of type RESTAURANT OPERATION PLAN is required.
- 18) Have you provided a Records Required for Audit form?
 No
 A Document of type RECORDS REQUIRED FOR AUDIT is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	1 Koi Poke Park West flattened.pdf	04/02/2019
MENU	1 Menu flattened.pdf	04/02/2019
QUESTIONNAIRE	1 Questionnaires flattened.pdf	04/02/2019
RECORDS REQUIRED FOR AUDIT	1 Restaurant Audit Form flattened.pdf	04/02/2019
RESTAURANT OPERATION PLAN	1 restaurant op plan flattened.pdf	04/02/2019
RESTAURANT OPERATION PLAN	1 restaurant op plan flattened.pdf	04/02/2019
LEASE	1 Lease statement, flow chart, letter flattened.pdf	04/02/2019

19 APR 12 147. LC MI244





**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 25R.

Date Prepared: 5/28/2019

Council Meeting Date: 6/4/2019

TO: Honorable Mayor and City Council
FROM: Vanessa P. Hickman, City Attorney
SUBJECT: Code Amendment, Chapter 14, Motor Vehicles and Traffic, Enacting a New Section Prohibiting the Use of a Portable Communication Device While Driving

Purpose:

Discussion and possible action to adopt **ORD. 2019-18** amending Section 14-55, prohibiting the use of portable wireless communication devices while driving.

Summary:

Recent statistics, released in April 2019, show that 9% of fatal crashes in 2017 that resulted in 3,166 people killed in motor vehicle accidents involved distracted drivers. 14% of those fatalities involved cell phone use.

Previously Arizona, Montana and Missouri were the only states that had not adopted statewide legislation that prohibits texting while driving. However, on April 22, 2019, after 11 previous failed attempts to pass a statewide distracted driving law, the Governor of Arizona signed into law (HB 2318) a new prohibition against drivers using a Portable Communication Device while driving. This makes Arizona the 48th state to ban texting and the 18th to adopt a hands-free law.

The new Arizona law allows cities that have yet to adopt a distracted driving law, to enact ordinances that mirror the provisions of HB 2318, but citations cannot be issued prior to January 1, 2021. Law enforcement officers will be allowed to issue warnings to drivers prior to that date as an educational and informational tool to promote safety awareness regarding the dangers of distracted driving.

At previous City Council Study Sessions, staff presented its findings and data for a proposed Ordinance that prohibits texting while operating a motor vehicle within City limits as well as discussed the Department of Communication's community outreach and education plan.

In an effort to promote and protect public safety and health of City of Peoria citizens, Mayor and Council have asked the City Attorney's Office to draft a proposed Ordinance that mirrors the provisions of HB 2318 by prohibiting the use of a Portable Communication Device while driving.

Previous Actions/Background:

This item was previously discussed at the September 4, 2018 City Council Study Session.

At the February 5, 2019 City Council Study Session Staff provided an update on possible State legislation and the communication strategy for the City's community outreach and education efforts on the previously proposed Ordinance.

Options:

A: Approve the Ordinance as proposed.

B: Approve the Ordinance with modifications.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Texting Ban - Proposed Ordinance

Contact Name and Number:

Vanessa P. Hickman, (623) 773-7330

ORDINANCE NO. 2019-18

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1992) BY ENACTING SECTION 14-55 PERTAINING TO PROHIBITING USE OF A PORTABLE WIRELESS COMMUNICATION DEVICE WHILE DRIVING; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, texting while operating a motor vehicle has increased in recent years; and

WHEREAS, the act of texting while operating a motor vehicle has contributed to the increase of injuries, deaths, property damage, healthcare costs and auto insurance rates; and

WHEREAS, drivers who use portable communication devices to send text messages while operating a motor vehicle are statistically more likely to become involved in a traffic accident; and

WHEREAS, the Mayor and Council desire to promote and protect public health and safety by enacting an Ordinance that prohibits the use of a Portable Wireless Communication Device while driving; and

WHEREAS, the Mayor and Council desire to classify a violation of the provisions of this Ordinance as a primary offense.

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

SECTION 1. Chapter 14 of the Peoria City Code (1992) is amended by enacting Section 14-55 pertaining to Prohibiting Use of Portable Wireless Communication Device While Driving and which shall read as follows:

Sec. 14-55. Prohibiting Use of Portable Wireless Communication Device While Driving.

(a) Unless a motor vehicle is parked or stopped pursuant to A.R.S. Section 28-645, subsection A, paragraph 3 or Section 28-851, a person may not operate a motor vehicle on a street or highway if the person does either of the following:

(1) Physically holds or supports with any part of the person's body either of the following:

- a. A Portable Wireless Communication Device, except that a person may use a Portable Wireless Communication Device with an earpiece, headphone device or device worn on a wrist to conduct a voice-based communication.
- b. A Stand-Alone Electronic Device.

(2) Writes, sends or reads any text-based communication, including a text message, instant message, e-mail or internet data, on a Portable Wireless Communication Device or Stand-Alone Electronic Device. This paragraph does not apply to either of the following:

- a. The use of voice-based communications, including through the use of a Portable Wireless Communication Device or Stand-Alone Electronic Device, to direct the writing, sending, reading or other communication of any text-based communication.
- b. The use of Portable Wireless Communication Device or Stand-Alone Electronic Device when used in a hands-free manner for:
 1. Navigation of the motor vehicle.
 2. Use of a global positioning system.
 3. Obtaining motor vehicle information or information related to driving a motor vehicle.

(3) Watch a video or movie on a Portable Wireless Communication Device or Stand-Alone Electronic Device other than watching data related to the navigation of the motor vehicles, except that a person may view data related to the navigation of the motor vehicle, vehicle information or information related to driving a motor vehicle.

(4) Record or broadcast a video on a Portable Wireless Communication Device or Stand-Alone Electronic Device, except that the person may use the devices for the sole purpose of continuously recording or broadcasting video within or outside of the motor vehicle.

(b) This Section does not apply to:

(1) The operation of a motor vehicle while using a device, including a device that is accessible through an interface that is embedded in a motor vehicle that allows communication without the use of either of the driver's hands, except to activate or deactivate a function of the device.

(2) An operator of an authorized emergency, law enforcement or probation vehicle who uses a Portable Wireless Communication Device while acting in an official capacity.

(3) An operator who is license by the Federal Communications Commission while operating a radio frequency device other than a Portable Wireless Communication Device.

(4) An operator who uses a two-way radio or private land mobile radio system, within meaning of 47 Code of Federal Regulations Part 90, while in the performance and scope of the operator's work-related duties and who is operating a fleet vehicle or who possesses a commercial driver license.

(5) An operator who uses a portable wireless communication device either:

- a. To report illegal activity or summon emergency help.
- b. That was permanently or temporarily affixed to the motor vehicle to relay information in the course of the operator's occupational duties between the operator and either:
 1. A dispatcher.
 2. A digital network or software application service.

(c) A violation of this section is a primary civil traffic violation.

Beginning January 1, 2021 a law enforcement officer may initiate a stop and issue a citation to a person for a violation of this section if the law enforcement officer has reasonable cause to believe there is a violation of this section.

(1) Beginning January 1, 2021, a person who violates this section is subject to a civil penalty as follows:

- a. At least \$75 but not more than \$149 for a first violation.
- b. At least \$150 but not more than \$250 for a second or subsequent violation.

(2) A person is guilty of causing serious physical injury or death by a moving violation and is guilty of a Class 1 misdemeanor when he or she violates this section, which results in an accident causing serious physical injury or death to another person.

(d) A law enforcement officer who stops a motor vehicle for an alleged violation of this section may not:

(1) Take possession of or otherwise inspect a portable wireless communication device in the possession of the operator unless otherwise authorized by law.

(2) Issue a citation for a violation of this section before January 1, 2021 and may issue only a warning beginning on the effective date of this section through December 31, 2020.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of June 2019.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in Peoria Times

Publication Dates: June 13, 2019

Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 26R.

Date Prepared: 5/22/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Cape Powers, Water Services Director
SUBJECT: Arizona Water Banking Authority Agreement, Exchange Long-Term Storage Credits

Purpose:

Discussion and possible action to enter into an agreement with Arizona Water Banking Authority (AWBA) to Exchange Long-Term Storage Credits (LTSCs) that would allow the AWBA to exchange the accrued Pinal County LTSCs for Maricopa County LTSCs on a one-to-one (1:1) basis.

Summary:

In connection with the recent Arizona Lower Basin Drought Contingency Plan Agreement (LBDCP), various parties are entering into agreements and arrangements that are intended to partially “mitigate” the impacts of the LBDCP Agreement on lower-priority Central Arizona Project (CAP) water users.

As recently discussed with the City Council, mitigation for the lower-priority water users was necessary to ensure support for the overall LBDCP and passage at the State Legislature. Adoption of the LBDCP helps maintain water levels on Lakes Mead and Powell, which in turn helps ensure availability of CAP water to the City of Peoria.

Certain CAP agricultural districts (lower-priority users) in Pinal County have existing Groundwater Savings Facilities (“GSFs”) that would lose all or partial access to CAP water during LBDCP Tier 1 and Tier 2a Shortage Conditions, if such conditions occur during 2020, 2021, and 2022. It is anticipated that Peoria would store up to a maximum of 5,000 acre-feet per year of CAP water at one or more of these GSFs to help ensure the implementation of the LBDCP during the subject years if the subject LBDCP Tiers are declared. Water stored at these facilities would accrue Long-Term Storage Credits (“LTSCs”) in Pinal County.

Entering into the Agreement to Exchange Long-Term Storage Credits with Arizona Water Banking Authority (AWBA) would allow the AWBA to exchange the accrued Pinal County LTSCs for Maricopa County LTSCs on a 1:1 basis. This is necessary because LTSCs used to serve water to Peoria customers must be designated as Maricopa County LTSCs. The water Peoria

would store in the GSFs in Pinal County is CAP water that the City currently stores at other facilities, such as the Agua Fria Recharge Project and the Hieroglyphics Recharge Project.

A separate agreement with each owner of a GSF is required prior to storage at their facility. These agreements are not yet finalized. It is anticipated that these agreements will be brought forward at a later date for consideration and approval.

There are no anticipated direct cost impacts of entering into this agreement. Peoria will pay the same costs to store water in the GSFs as is currently paid. Costs related to exchanging the LTSCs from Pinal County to Maricopa County will be assumed by others.

Previous Actions/Background:

Although a comprehensive discussion on Peoria's "water portfolio" occurred earlier this year and the concept of a "Lower Basin Drought Contingency Plan Agreement" was briefly discussed, no previous study session or council activity has taken place with respect to this matter.

Options:

A: Approve an agreement with Arizona Water Banking Authority (AWBA) to exchange Long-Term Storage Credits that would allow the AWBA to exchange the accrued Pinal County LTSCs for Maricopa County LTSCs on a 1:1 basis.

B: Not to approve.

Staff Recommendation:

Staff is recommending approval of the Lower Basin Drought Contingency Plan ("LBDCP") Implementation Plan: Agreement to Exchange Long-Term Storage Credits.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

ABWA LTSC Exchange Agreement
ABWA Exchange Agreement

Contact Name and Number:

Cape Powers, (623) 773-7502

**LOWER BASIN DROUGHT CONTINGENCY PLAN ("LBDCP") IMPLEMENTATION PLAN:
AGREEMENT TO EXCHANGE
LONG-TERM STORAGE CREDITS
BETWEEN
ARIZONA WATER BANKING AUTHORITY
AND
CITY OF AVONDALE; CITY OF CHANDLER; CITY OF GOODYEAR; CITY OF PEORIA; CITY OF PHOENIX; CITY
OF SCOTTSDALE; CITY OF TUCSON; FREEPORT MINERALS CORPORATION; AND EPCOR WATER
ARIZONA INC.**

1. PARTIES:

This LBDCP Implementation Plan: Agreement to Exchange Long-Term Storage Credits ("LTSC Exchange Agreement") is made this ____ day of _____, 2019, between the respective undersigned Cities, which are political subdivisions of the State of Arizona that are located in the Phoenix Active Management Area ("AMA") or the Tucson AMA (each, a "City" or, collectively, the "Cities"), Freeport Minerals Corporation, a Delaware corporation, and EPCOR Water Arizona Inc., an Arizona corporation (collectively the "Storing Parties"), and the Arizona Water Banking Authority ("AWBA"), an authority established under Chapter 14, Title 45 of the Arizona Revised Statutes, added by Law 1996, Ch. 308, § 16, effective April 30, 1996, each individually a "Party" and collectively "Parties."

2. RECITALS:

- 2.1 The Director of the Arizona Department of Water Resources ("ADWR"), acting on behalf of the State of Arizona ("Arizona") is intended to be a party to the Lower Basin Drought Contingency Plan ("LBDCP Agreement"), which is designed to address falling elevations in Lake Powell and Lake Mead.
- 2.2 The Cities are municipal corporations that operate municipal utilities and serve water to customers within their service area. The Cities are legally entitled to Central Arizona Project ("CAP") water through various contracts and agreements with the Central Arizona Water Conservation District and other parties.
- 2.3 Freeport Minerals Corporation ("FMC") is an international mining company that currently operates several mines in Arizona. FMC is legally entitled to CAP water through various contracts and agreements with the Central Arizona Water Conservation District and other parties.
- 2.4 EPCOR Water Arizona Inc. ("EPCOR") is a water and wastewater utility company servicing multiple Arizona counties. EPCOR is legally entitled to CAP water through various contracts and agreements with the Central Arizona Water Conservation District and other parties.

- 2.5 AWBA is a State entity, established pursuant to A.R.S. § 45-2421 *et seq.*, to coordinate the storage and recovery of Arizona's otherwise unused entitlement to Colorado River water.
- 2.6 In connection with the LBDCP Agreement, various Arizona parties are entering into agreements and arrangements that, taken together, are intended to partially "mitigate" the impacts of the LBDCP Agreement on lower-priority CAP water users as the LBDCP Agreement is implemented (the "Arizona DCP Implementation Framework"). This Exchange Agreement addresses a portion of the mitigation water that would be delivered under the Arizona DCP Implementation Framework, specifically the storage of certain volumes of CAP water by the Storing Parties.
- 2.7 Under agreements with certain CAP agricultural districts, the Storing Parties would store some of their CAP water at Groundwater Savings Facilities ("GSFs") during Tier 1 Shortage Conditions and Tier 2a Shortage Conditions, if such condition(s) occur during 2020, 2021, and 2022. Pursuant to the Arizona DCP Implementation Framework, these storage deliveries would provide a portion of the 105,000 acre-feet of mitigation water that agricultural users would receive under a Tier 1 Shortage Condition, and the 70,000 acre-feet of mitigation water that agricultural users would receive under a Tier 2a Shortage Condition, while allowing the Storing Parties to accrue Long-Term Storage Credits ("LTSCs").
- 2.8 As the Storing Parties have no ability to directly utilize LTSCs generated in connection with the storage activities described in Paragraph 2.7, the AWBA, as authorized under A.R.S. § 45-2457.01, has agreed to exchange on a one-for-one basis a limited number of LTSCs, as described in **Exhibit A**, generated by the Storing Parties in the Pinal Active Management Area (AMA) for LTSCs held by the AWBA which may be recovered in another AMA.
- 2.9 Facilitating the exchanges described in Paragraph 2.8, the Parties recognize that under A.R.S. § 45-2457.01(D) exchanges of LTSCs in accordance with A.R.S. § 45-2457.01 are exempt from any fee established by ADWR for an assignment of LTSCs pursuant to A.R.S. § 45-854.01.
- 2.10 The Parties' ability and willingness to enter into this Agreement are contingent upon signature by the Director of ADWR of the Lower Basin Drought Contingency Plan Agreement.

3. AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

4. INCORPORATION OF RECITALS:

The Recitals listed above are hereby incorporated into and expressly made a part of this LTSC Exchange Agreement.

5. DEFINITIONS:

In addition to the definitions set forth in A.R.S. Title 45, as used in this LTSC Exchange Agreement, the following terms, when capitalized, shall mean:

- 5.1 “Long-Term Storage Credit Transfer Form” means the form, as approved by ADWR, to evidence and effectuate, when signed by both the assignor and the assignee, the assignment of Long-Term Storage Credits pursuant to A.R.S. § 45-854.01 and more specifically this LTSC Exchange Agreement.
- 5.2 “Storage Agreements” means the various Agreements for Water Storage executed between the Storing Parties and the corresponding agricultural districts to implement the delivery of CAP water by the Storing Parties as described in Paragraph 6.1 of this Agreement.
- 5.3 “Storage Deliveries” means the delivery of CAP water by the Storing Parties as described in Paragraph 6.1 of this Agreement.
- 5.4 “Tier 1 Shortage Condition” means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,075 feet, but above 1,050 feet, and during which the Secretary of the Interior has determined that a Tier 1 shortage condition will exist under the LBDCP Agreement. For the purpose of this definition, “projected on January 1” means the projection based on the 24-Month Study that is conducted in August of the previous year. The 24-Month Study is the operational study that reflects the current Annual Operating Plan that is updated each month by Reclamation to project future Colorado River reservoir contents and releases.
- 5.5 “Tier 2a Shortage Condition” means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,050 feet, but above 1,045 feet, and during which the Secretary of the Interior has determined that a Tier 2a shortage condition will exist under the LBDCP Agreement. For the purpose of this definition, “projected on January 1” shall have the same meaning set forth in Paragraph 5.4 above.

6. RECIPROCAL TRANSFER OF LONG-TERM STORAGE CREDITS:

- 6.1 Transfer by Parties. Pursuant to the Arizona DCP Implementation Framework, it is anticipated that each of the Storing Parties will be delivering CAP water for storage in various GSFs located in the Pinal AMA as described in **Exhibit A**, thus generating LTSCs in the Pinal AMA. Subject to the terms of this LTSC Exchange Agreement, once such LTSCs have been issued to each Storing Party, each Storing Party may elect to transfer and assign such LTSCs to the AWBA, and AWBA shall accept such transfer and assignment in accordance with A.R.S. § 45-2457.01, up to the limits described in **Exhibit A**.
- 6.2 Reciprocal Transfer by AWBA. AWBA agrees that, in consideration for any and all LTSCs transferred to it by a Storing Party from the Pinal AMA pursuant to Paragraph 6.1, AWBA shall transfer and assign an equal number of LTSCs held by AWBA in the Phoenix AMA (for FMC and all Storing Parties located in the Phoenix AMA) or the Tucson AMA (for Storing

Parties located in the Tucson AMA), provided that AWBA shall not be required to transfer a cumulative volume of LTSCs to any Storing Party that is greater than the amount listed under “Total LTSCs Generated/Eligible for AWBA Exchange” for that Storing Party in **Exhibit A**.

6.2.1 In the event that AWBA determines that a requested transfer would exceed such volume, AWBA will notify the Storing Party of the same within 30 days of that Storing Party’s submitting its Long-Term Storage Credit Transfer Form to AWBA for review pursuant to Paragraph 6.3, and identify the amount of LTSCs that remain available for transfer to that Storing Party.

6.2.2 If the Director of ADWR (“Director”) notifies the Parties that an additional quantity of mitigation water will be made available within the CAP system during 2020, 2021, and/or 2022 that: (a) was not planned as a supply of mitigation water in the Arizona DCP Implementation Framework as of the date of execution of this Agreement; (b) is intended to substitute for a portion of the Storage Deliveries in order to reduce the amount of LTSCs that would otherwise be required to be transferred and assigned by AWBA to the Storing Parties under Paragraph 6.2; and (c) can be delivered for use within the CAP system in a manner consistent with the Arizona DCP Implementation Framework and without reducing net storage in Lake Mead; then upon notification to any proposed affected Storing Part(ies) and the corresponding agricultural district(s), the Director may, acting in the Director’s capacity as the chairperson of the AWBA, reduce the number of credits available for exchange, in order to allow the substitution of such mitigation water for a proportionate volume of the Storage Deliveries. Such notification must be made to a Storing Party no later than August 1 for water deliveries scheduled to occur in the following year.

6.3 Documentation and Filing of Transfers. The transfers and assignments of LTSCs between each Storing Party and AWBA pursuant to Paragraphs 6.1 and 6.2 shall be undertaken via appropriate filings with ADWR. To initiate each transfer, the Storing Party seeking to exchange LTSCs with AWBA pursuant to this LTSC Exchange Agreement will complete and execute a Long-Term Storage Credit Transfer Form indicating the volume of LTSCs that the Storing Party will be transferring to AWBA in accordance with Paragraph 6.1, and shall transmit such forms to AWBA for its review. AWBA will then complete and execute a Long-Term Storage Credit Transfer Form indicating the corresponding volume of Phoenix or Tucson AMA LTSCs that AWBA will be transferring to that Storing Party in accordance with Paragraph 6.2, and shall transmit such forms to that Storing Party for its review and execution, whereafter that Storing Party will return the executed form to AWBA. AWBA will then file each of the completely executed forms with ADWR under a cover letter identifying them as a reciprocal transfer of LTSCs in accordance with the terms of this LTSC Exchange Agreement, and with a copy to the corresponding Storing Party. Each Storing Party and AWBA will cooperate in good faith to promptly undertake and complete all required documentation and filings necessary to accomplish the transfers and assignments of LTSCs anticipated by this LTSC Exchange Agreement.

- 6.4 Fees. Pursuant to A.R.S. § 45-2457.01(D) exchanges of LTSCs in accordance with A.R.S. § 45-2457.01 are exempt from any fee established by ADWR for an assignment of LTSCs pursuant to A.R.S. § 45-854.01.

7. EFFECTIVE DATE AND TERM:

- 7.1 Effective Date as to Each Party. This LTSC Exchange Agreement shall be effective as to the AWBA upon the signature of its duly authorized representative. This LTSC Exchange Agreement shall be effective as to each respective Storing Party upon the signature of the duly authorized representative of that Storing Party. It is the expectation of the Parties that AWBA will execute this LTSC Exchange Agreement first.
- 7.2 Drought Contingency Plan Prerequisite. Notwithstanding the provisions of Paragraph 7.1, the Parties agree that no transfer of LTSCs as contemplated in this LTSC Exchange Agreement shall occur unless and until the Director of ADWR has executed the LBDCP Agreement pursuant to the terms of Senate Joint Resolution 1001, a joint resolution of the Arizona Legislature authorizing drought contingency plan agreements for the Colorado River that was signed by the Governor of the State of Arizona on January 31, 2019. In the event that the LBDCP Agreement has not been executed by the Director of ADWR by August 31, 2019, this LTSC Exchange Agreement will automatically terminate as to all Parties.
- 7.2 Termination Date. Except as it may have been earlier terminated as to one or more of the Parties, this LTSC Exchange Agreement shall terminate as to all Parties on December 31, 2026.

8. DEFAULT AND REMEDIES:

- 8.1 Default. The failure of any Party to perform any term or condition of this LTSC Exchange Agreement constitutes a default if that failure continues for thirty (30) days following the receipt of written notice by any other Party.
- 8.2 Termination Following Default. If a default occurs, any non-defaulting Party may terminate this LTSC Exchange Agreement as to itself and the defaulting Party by written notice to the defaulting Party and may pursue any other rights available to it in law or equity. In the event of any termination by a Storing Party, or in the event of any termination by AWBA, this agreement shall nevertheless remain in force between AWBA and all non-defaulting Storing Parties.
- 8.3 Dispute Resolution. The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to this LTSC Exchange Agreement promptly, equitably, and in good faith. The Parties also agree to resolve all disputes arising out of or relating to this LTSC Exchange Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.

9. UNCONTROLLABLE FORCES:

No Party will be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments) when a failure of performance is due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, terrorism, or restraint by court order or public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Drought is not an "uncontrollable force" for the purposes of this LTSC Exchange Agreement. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved.

10. MISCELLANEOUS:

- 10.1 Choice of Law. This LTSC Exchange Agreement is governed by and shall be construed and interpreted in accordance with Arizona law. Any action to resolve any dispute regarding this LTSC Exchange Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.
- 10.2 No Third Party Beneficiaries. This LTSC Exchange Agreement is solely for the benefit of the signatory Parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms of this LTSC Exchange Agreement.
- 10.3 Conflict of Interest. The Parties to this LTSC Exchange Agreement are hereby notified of and acknowledge A.R.S. § 38-511 regarding cancellation for conflict of interest.
- 10.4 Permits. Each Party shall obtain and maintain all licenses, permits and authority, and file any notices necessary to meet the requirements of this LTSC Exchange Agreement.
- 10.5 No Partnership or Agency. Nothing contained in this LTSC Exchange Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this LTSC Exchange Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.
- 10.6 Severability. The provisions of this LTSC Exchange Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the LTSC Exchange Agreement shall remain in effect.

- 10.7 Records and Inspections. All books, accounts, reports, files and other records in relation to this LTSC Exchange Agreement shall be subject at all reasonable times to inspection and audit by the Parties throughout the term of this LTSC Exchange Agreement and for a period of five years after the completion of this LTSC Exchange Agreement. Upon request, a Party must produce original of any or all such records.
- 10.8 Indemnification. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (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 the Indemnitor's performance under this Agreement and resulting in bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, ADWR and AWBA, are self-insured pursuant to A.R.S. § 41-621.
- 10.9 Amendments. This LTSC Exchange Agreement may be modified, amended or revoked only by the express written agreement of the Parties hereto.
- 10.10 Entire Agreement. This LTSC Exchange Agreement is the entire agreement of the Parties and no understandings or obligations not expressly set forth in this LTSC Exchange Agreement are binding on the Parties.
- 10.11 Captions. All captions, title, or headings in this LTSC Exchange Agreement are used for reference and convenience only and do not limit, modify, or otherwise affect this LTSC Exchange Agreement.
- 10.12 Rules, Regulations and Amendment or Successor Statutes. All references in this LTSC Exchange Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendments and successor statutes, rules, and regulations to such statutes, rules, and regulations.
- 10.13 Authority and Counterparts. The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this LTSC Exchange Agreement and to legally bind the Party to it. This LTSC Exchange Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.14 No Israel Boycott. By entering into this LTSC Exchange Agreement, the Parties certify that they are not currently engaged in, and agree for the duration of the contract to not engage in, a boycott of Israel.
- 10.15 Equal Opportunity. The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

- 10.16 Notices. Except as otherwise required by law, any notice given in connection with this LTSC Exchange Agreement must be in writing and must be given by personal delivery, overnight delivery, facsimile, or United State certified or registered mail. Notice is deemed to have been given on the date on which notice is delivered pursuant to this paragraph. Notice is deemed to have been received on the date on which the notice is actually received, or delivery is refused. Any such notice must be addressed to the appropriate Party at the following address:

If to the AWBA:

Director
Arizona Water Banking Authority
1110 West Washington Street, Ste 310
Phoenix, Arizona 85007

If to the City of Avondale:

Charles Montoya, City Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

With a copies to:

Michael Wawro, City Attorney
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona

Andrew McGuire, Outside Counsel
Gust Rosenfeld, PLC
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

If to the City of Chandler:

Water Resources Director
City of Chandler
P. O. Box 4008, Mail Stop 905
Chandler, Arizona 85244-4008
Facsimile: (480) 782-3805

With a copy to:

City Attorney
City of Chandler
P. O. Box 4008, Mail Stop 602
Chandler, Arizona 85244-4008
Facsimile: (480) 782-4652

LTSC Exchange Agreement

If to the City of Goodyear:

City Manager
City of Goodyear
PO Box 5100
190 N Litchfield Road
Goodyear, Arizona 85338

With a copy to:

City Attorney
City of Goodyear
PO Box 5100
190 N Litchfield Road
Goodyear, Arizona 85338

If to the City of Peoria:

City of Peoria
Attn: City Manager
8401 West Monroe
Peoria, Arizona 85345

With a copy to:

City of Peoria
Attn: City Attorney's Office
9875 N. 85th Avenue
Peoria, Arizona 85345

If to the City of Phoenix:

Water Services Director
City of Phoenix
200 West Washington Street, 9th Floor
Phoenix, Arizona 85003-1611

With a copy to:

City Attorney
City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611

If to the City of Scottsdale:

City of Scottsdale
Attn: Water Director
9379 East San Salvador Drive
Scottsdale, Arizona 85258

With a copy to:

City of Scottsdale
Attn: City Attorney
3939 North Drinkwater Blvd
Scottsdale, Arizona 85251

LTSC Exchange Agreement

If to the City of Tucson:

Director
Tucson Water
310 West Alameda Street
PO Box 27210
Tucson, Arizona 85726-7210
Phone: (520) 791-2666

With a copy to:

City Attorney
City of Tucson
255 West Alameda Street
Tucson, Arizona 85701

If to Freeport Minerals Corporation:

Freeport Minerals Corporation
Attn: Sandy Fabritz, Land and Water Dept.
333 North Central Avenue
Phoenix, Arizona 85004

If to EPCOR Water Arizona Inc:

Doug Dunham
Water Resources Manager
EPCOR Water
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027

[Balance of page intentionally left blank]

[Signatures on the following pages]

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

ARIZONA WATER BANKING AUTHORITY

By: _____
Thomas Buschatzke, Chair

ATTEST:

Kathryn Sorensen, Secretary

APPROVED AS TO FORM:

Nicole Klobas, Counsel

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF AVONDALE

By: _____
Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Outside Counsel

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

**CITY OF CHANDLER, an Arizona
municipal corporation**

By: _____
Kevin Hartke, Mayor

ATTEST:

Dana DeLong, City Clerk

APPROVED AS TO FORM:

Jenny J. Winkler, Assistant City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF GOODYEAR

By: _____
Julie Arendall, City Manager

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF PEORIA

By: _____
Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM

Vanessa P. Hickman, City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF PHOENIX

Ed Zuercher, City Manager

By: _____

Kathryn Sorensen

Director, Water Services Department

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

**CITY OF SCOTTSDALE, an Arizona
municipal corporation**

By: _____
W.J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By Janis L. Bladine, Senior Assistant City Attorney

REVIEWED BY:

Katherine Callaway, Risk Management Director

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF TUCSON

By: _____
Timothy Thomure
Director, Tucson Water

APPROVED AS TO FORM:

Christopher Avery, Principal Assistant City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

FREEPORT MINERALS CORPORATION

By: _____
Sandy Fabritz
Director, Water Strategy

APPROVED AS TO FORM:

L. William Staudenmaier, Attorney for Freeport Minerals Corporation

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

EPCOR WATER ARIZONA INC.

By: _____
Troy Day
V.P. Engineering and Commercial Services

APPROVED AS TO FORM:

Jason Gellman, Legal Counsel
Rates and Regulatory Affairs

Exhibit A

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 1 Conditions

City/Entity	Total Planned GSF Storage Counted towards CAP Agriculture Mitigation					Breakdown of Storage by GSF														
	All CAP Agriculture GSFs			Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange	CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
	2020	2021	2022			2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	12,600	12,600	37,810	37,810	10,800	8,800	8,800	2,400	2,400	2,400	1,400	1,400	1,400				14,600	12,600	12,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson ¹	5,000	5,000	5,000	14,250	14,250							5,000	5,000	5,000				5,000	5,000	5,000
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport-McMoran	5,000	7,000	7,000	18,050	18,050	5,000	7,000	7,000				0	0	0				5,000	7,000	7,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	19,800	19,800	19,300	19,300	19,300	6,400	6,400	6,400	1,000	1,000	1,000	46,500	46,500	46,500

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 2(a) Conditions

City/Entity	Total Planned GSF Storage Counted towards CAP Agriculture Mitigation					Breakdown of Storage by GSF														
	All CAP Agriculture GSFs			Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange	CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
	2020	2021	2022			2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	14,600	14,600	41,610	41,610	8,800	8,800	8,800	2,400	2,400	2,400	3,400	3,400	3,400				14,600	14,600	14,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson ¹	0	0	0	0	0							0	0	0				0	0	0
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport-McMoran	10,000	10,000	10,000	28,500	28,500	7,000	7,000	7,000				3,000	3,000	3,000				10,000	10,000	10,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	19,800	19,800	19,300	19,300	19,300	6,400	6,400	6,400	1,000	1,000	1,000	46,500	46,500	46,500

¹ Will receive Tucson AMA LTSCs in exchange; all others receive Phoenix AMA LTSCs

² The AWBA will not exchange for credits in the Harquahala INA.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 27.A.

Date Prepared: 4/22/2019

Council Meeting Date: 6/4/2019

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: John R. Sefton Jr., Parks, Recreation and Community Facilities Director

SUBJECT: Spring Training 2019

Summary:

The Peoria Sports Complex completed its 26th Spring Training season this year with the Seattle Mariners and San Diego Padres. The official attendance count was 180,190 despite an unusual schedule that featured only 26 regular Spring Training games. The normal 30-game schedule was preempted due to a decision by Major League Baseball (MLB) to send the Mariners to Japan to open the regular season in mid-March.

The weather also impacted the 2019 Spring Training Season. The first game was held on Friday, February 22, when the high temperature only reached 47 degrees (a 122-year-old record for the coldest temperature). The remainder of February was the coldest in 21 years, with record amounts of rainfall as well. The early February start was due to changes in MLB's collective bargaining agreement, and this impacted attendance. Just as was experienced in 2018, every Cactus League ballpark drew its smallest crowd before March 1. In fact, the League hosted its fewest total number of games in the last three years, but increased its per-game average by four percent over 2018.

Despite the trip by the Mariners to Japan and the unusual challenges to this year's schedule - including a rainout game - the Peoria Sports Complex team was innovative in creating unique fan-based opportunities to enjoy the Spring Training experience. For example, Peoria hosted a slate of 30 games, two of which were "Prospect" games (which featured minor league players from the Mariners and Padres) and were community-oriented at a \$1.00 ticket price. Another pair of late season games featured a limited roster of Mariners players that had not traveled to Japan. Additionally, the Peoria Sports Complex took advantage of another schedule weakness by hosting a free movie night for residents on Friday, March 15.

The following charts summarize the FY19 Spring Training measurements, when compared to previous years:

Totals	2015	2016	2017	2018	2019	% Change (2018-2019)
Game Quantity	31	32	35	30	30*	-
Attendance	238,847	240,111	227,646	201,272	180,189^	-10.4%
Tickets	\$4,057,316	\$4,301,925	\$4,250,836	\$3,696,837	\$3,530,534^	-4.5%
Concessions	\$2,042,687	\$2,208,108	\$2,138,039	\$2,038,778	\$1,865,403	-8.5%
Merchandise	\$1,325,120	\$1,286,876	\$1,452,169	\$1,258,728	\$1,096,940	-12.9%
Parking	\$282,597	\$274,276	\$252,559	\$220,609	\$200,502	-9.1%
Sponsorship	\$307,195	\$320,612	\$357,512	\$302,107	\$255,000	-15.6%
Total	\$8,014,915	\$8,391,797	\$8,451,115	\$7,517,059	\$6,718,879	-10.6%

Averages	2015	2016	2017	2018	2019	% Change (2018-2019)
Game Quantity	31	32	35	30	30*	-
Attendance	7,721	7,503	6,504	6,709	6,674^	-0.5%
Tickets	\$130,881	\$134,435	\$121,452	\$123,228	\$126,091^	+2.3%
Concessions	\$65,893	\$69,003	\$61,087	\$67,959	\$62,403	-8.2%
Merchandise	\$42,746	\$40,215	\$41,491	\$41,958	\$36,565	-1.3%
Parking	\$9,116	\$8,571	\$7,216	\$7,354	\$7,161^	-2.6%
Sponsorship	\$9,910	\$10,019	\$10,215	\$10,070	\$9,107^	-9.6%
Total	\$258,546	\$262,243	\$241,461	\$250,569	\$241,327	-3.7%

*25 regular games, 2 prospect games, 2 limited roster games, 1 rainout

^Does not include 2 prospect games. Discounted tickets and no parking fee.

	Total Games	Total Attendance	Average Attendance
Sloan Park (Cubs)	18	250,893	13,939
Salt River Fields (Dbacks/Rockies)	29	287,823	9,925
Scottsdale Stadium (Giants)	16	149,646	9,353
Camelback Ranch (Dodgers/White Sox)	29	244,820	8,442
American Family Fields of Phoenix (Brewers)	15	111,504	7,434
Tempe Diablo Stadium (Angels)	16	111,227	6,952
Peoria Sports Complex (Mariners/ Padres)	27*	180,190	6,674
Hohokam Stadium (Athletics)	11	68,991	6,272
Goodyear Ballpark (Reds/Indians)	29	166,460	5,740

Surprise Recreation Campus (Royals/Rangers)	30	166,421	5,547
2019 Totals	193	1,737,795	8,028
2018 Totals	231	1,774,978	7,683
2017 Totals	255	1,918,607	7,523

*Does not include 1 rainout and 2 prospect games

In addition to the above events during Spring Training, the Peoria Sports Complex also hosted its first Education Night (in partnership with the Peoria Unified School District), the Peoria Chamber of Commerce "Dinner at the Diamond" event, and a local Little League Day. Additionally, the Resident Rewards program saw an increase of 11.9 percent, as Peoria citizens continue to participate in the opportunity to save 25 percent on every ticket purchased, with 6,288 tickets sold for this exclusive citizen offer.

As with previous years, the Peoria Diamond Club was once again an integral part of Spring Training, providing a total of 484 volunteers for the season with an average of 140 working each game. A total of 16,800 volunteer hours were provided, furthering the Peoria Diamond Club's efforts to support local youth charitable organizations through their grant-giving program.

Contact Name and Number:

Chris Calcaterra, (623) 773-8703