

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 2C
Amend No. _____

Date Prepared: December 11, 2009 Council Meeting Date: January 5, 2010

TO: Honorable Mayor and Council

FROM: Stephen M. Kemp, City Attorney *Stevenson for*

SUBJECT: Appointment of Hearing Officers

RECOMMENDATION: That the Mayor and Council adopt the Resolution ²⁰10-01 confirming the appointments of Administrative Hearing Officers.

SUMMARY: Currently, under the City's existing Codes, the City must have Hearing Officers for Land Use, Tax and Licensing, Utility and Personnel matters. At this point in time, some of the existing Hearing Officers' terms have expired.

Therefore, this Resolution is being brought before the Council to provide for the appointment of Hearing Officers for Land Use and Exactions, Personnel, Utilities and Tax and Licensing matters.

The proposed Hearing Officers are David Merkel, Douglas Grimwood, Harold Merkow, David Pennartz, Clifford Mattice, Fredda Bisman and the Honorable Cecil Patterson. Their backgrounds and qualifications are set forth below:

David Merkel served as City Attorney for the City of Tempe for over 30 years and since that time has been Legal Counsel to the Arizona League of Cities and Towns.

Douglas Grimwood is a personnel hearing officer for the City of Surprise. Mr. Grimwood has extensive experience in personnel matters as an attorney in private practice.

Harold Merkow has been an attorney for over 30 years and has specialized in being an administrative hearing officer at the state and local levels.

David Pennartz is a former City Attorney for the City of Scottsdale and Deputy City Attorney for the City of Glendale who has done legal work in the past few years for the City of Peoria.

CITY CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business

ORD. # _____ RES. # 2010-01
LCON# 00110 LIC. # _____
Action Date:
LCON00210
LCON00310
LCON00410
LCON00510
LCON00610
LCON00710

REV. 10/99

Council Communication
Appointment of Hearing Officers
January 5, 2010
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Clifford Mattice has served as an attorney for the City of Tempe with responsibility for litigation and administrative matters. Currently he represents local governments and other clients at the firm of Mariscal, Weeks, et al.

Fredda J. Bisman is a partner in the law firm of Mariscal Weeks McIntyre & Friedlander. Ms. Bisman's practice emphasizes public law, government relations, and real estate transactions. Prior to joining the Firm she served as City Attorney for Scottsdale, Arizona.

Honorable Cecil Patterson has served as a Judge of the Superior Court and as a Judge of the Arizona Court of Appeals. Judge Patterson has a background of extensive governmental service with the Arizona Attorney General's Office.

Therefore it is my recommendation that the Mayor and Council approve the resolution appointing hearing officers and designating a Taxpayer Problem Resolution Officer.

ATTACHMENT: Resolution

RESOLUTION NO. 2010-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ESTABLISHING TERMS AND APPOINTING ONE OR MORE HEARING OFFICERS PURSUANT TO A.R.S. §9-500.12 TO HEAR, RECOMMEND AND DECIDE MATTERS ARISING UNDER THE CITY'S PERSONNEL, TAX, LICENSING AND LAND USE CODES AND LICENSING CODES AND DESIGNATING A TAXPAYER PROBLEM RESOLUTION OFFICER AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to A.R.S. §9-500.12, and the City's personnel, tax, licensing and land use codes, the City needs to have one or more hearing officers; and

WHEREAS, pursuant to the City's code on personnel and sales tax administrative hearing officers are required to hear certain matters; and

WHEREAS, as a quasi-judicial officer such persons shall be appointed for a defined term, and

WHEREAS, the City needs to designate a Taxpayer Problem Resolution Officer:

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

SECTION 1. That the following Administrative Hearing Officers are appointed for a term beginning upon adoption of this resolution on January 1, 2010 and ending on December 31, 2012.

SECTION 2. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under A.R.S. §9-500.12 and the City's Utility Codes.

- A. David R. Merkel
- B. David A. Pennartz
- C. Harold J. Merkow
- D. Clifford Mattice

E. Fredda Bisman

G. Honorable Cecil Patterson

SECTION 3. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under the City's Tax and Licensing Code.

A. David R. Merkel

B. David A. Pennartz

C. Harold J. Merkow

D. Clifford Mattice

E. Fredda Bisman

F. Honorable Cecil Patterson

SECTION 4. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under the City's Personnel Code.

A. Douglas Grimwood

B. David R. Merkel

C. Harold Merkow

D. David A. Pennartz

E. Honorable Cecil Patterson

SECTION 5. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under the City's Land Use, Zoning and related codes.

A. David R. Merkel

B. David A. Pennartz

C. Harold J. Merkow

D. Clifford Mattice

E. Fredda Bisman

F. Honorable Cecil Patterson

SECTION 6. That the City appoints and designates David R. Merkel to serve as the Taxpayer Problem Resolution officer in and for the City of Peoria, Arizona for a term commencing on January 1, 2010 and ending December 31, 2012.

SECTION 7. That the City Council direct the City Manager in cooperation with the City Attorney to prepare and enter into a contract with the appointed Administrative Hearing Officers for a period commencing on the effective date of this resolution through December 31, 2012.

SECTION 8. That the Hearing Officers appointed pursuant to this resolution shall conduct all hearings pursuant to A.R.S. § 9-500.12, City's Tax and Licensing Codes, Personnel and Utilities codes during regular business hours of the City on regular business days of the City. All hearings should be conducted at the Peoria Municipal Complex. Hearings may only be held during non-regular business hours and at other locations upon the express written agreement of both the City and the party requesting the hearing.

SECTION 9. That such Hearing Officers may be dismissed or terminated for good cause in the same manner as Municipal Court Judges.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 5th day of January, 2010.

Bob Barrett, Mayor

Resolution No. 2010-01
Page 4 of 4

ATTEST:

Mary Jo Waddell, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER

This contract entered into on the 1st day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and David R. Merkel, an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; 1333 East Ranch Road, Tempe, Arizona 85284 hereinafter referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$125.00 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Tempe.
2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00110

3. Except as otherwise provided in this Agreement, the parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

4. During those times when Hearing Officer is acting as the City's Taxpayer Problem Resolution Officer, Hearing Officer shall be deemed an employee of the City of Peoria. When acting as the Taxpayer Problem Resolution Hearing Officer, Hearing Officer's hourly rate shall be applied. The City and Hearing Officer agree that due to the sole responsibility of Hearing Officer for the decisions made as a Taxpayer Problem Resolution Officer and to ensure needed independence, Hearing Officer shall be responsible for applicable federal and state withholdings and payments. Such amounts due to Hearing Officer for services as the Taxpayer Problem Resolution Officer shall be paid separately from all other amounts.

5. The parties further agree that the contract with Hearing Officer shall not be exclusive and the City may have the right to select one or more Hearing Officers to perform the duties of the Administrative Hearing Officer for any subject matters at City's sole discretion. Further, the parties agree that the services of the Hearing Officer shall be performed upon an as-needed basis. Upon receipt of an appeal under the City of Peoria personnel regulations in Chapter 19-37 of the Peoria City Code, or for any other subject matter, upon receipt of a request for a hearing, Hearing Officer shall be notified of the need for their services and shall be transmitted a complete copy of the applicable file.

6. The parties agree that either party may terminate this contract upon thirty days written notice at the addresses set forth below. Hearing Officer agrees that any hearings currently in process shall be completed by Hearing Officer prior to the termination of the contract becoming effective.

7. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

8. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

9. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

10. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

David R. Merkel, Hearing Officer

Date

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of the Taxpayer Problem Resolution Officer under the Model City Sales Tax Code.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER

This contract entered into on the 1st day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and N. Douglas Grimwood, an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; The Grimwood Law Firm, 301 East Bethany Home Road, Suite A-205, Phoenix, Arizona 85012, hereinafter referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$300.00 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Phoenix.

2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00210

3. The parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

4. The parties further agree that the contract with Hearing Officer shall not be exclusive and the City may have the right to select one or more Hearing Officers to perform the duties of the Administrative Hearing Officer for any subject matters at City's sole discretion. Further, the parties agree that the services of the Hearing Officer shall be performed upon an as-needed basis. Upon receipt of an appeal under the City of Peoria personnel regulations in Chapter 19-37 of the Peoria City Code, or for any other subject matter, upon receipt of a request for a hearing, Hearing Officer shall be notified of the need for their services and shall be transmitted a complete copy of the applicable file.

5. The parties agree that either party may terminate this contract upon thirty days written notice at the addresses set forth below. Hearing Officer agrees that any hearings currently in process shall be completed by Hearing Officer prior to the termination of the contract becoming effective.

6. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

7. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

8. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

9. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

N. Douglas Grimwood, Hearing Officer

Date

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of the Taxpayer Problem Resolution Officer under the Model City Sales Tax Code.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER

This contract entered into on the 1st day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and Harold J. Merkow, an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; 1102 W. Glendale Avenue, #116, Phoenix, Arizona 85021, hereinafter referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$150.00 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Phoenix.

2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00310

3. The parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

4. The parties further agree that the contract with Hearing Officer shall not be exclusive and the City may have the right to select one or more Hearing Officers to perform the duties of the Administrative Hearing Officer for any subject matters at City's sole discretion. Further, the parties agree that the services of the Hearing Officer shall be performed upon an as-needed basis. Upon receipt of an appeal under the City of Peoria personnel regulations in Chapter 19-37 of the Peoria City Code, or for any other subject matter, upon receipt of a request for a hearing, Hearing Officer shall be notified of the need for their services and shall be transmitted a complete copy of the applicable file.

5. The parties agree that either party may terminate this contract upon thirty days written notice at the addresses set forth below. Hearing Officer agrees that any hearings currently in process shall be completed by Hearing Officer prior to the termination of the contract becoming effective.

6. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

7. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

8. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

9. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

Harold J. Merkow, Hearing Officer

Date

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

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SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.
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**PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER**

This contract entered into on the 1ST day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and David A. Pennartz, an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; Law Office of Gust Rosenfeld PLC, 201 East Washington, Suite 800, Phoenix, Arizona 85004, hereinafter referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$293.25 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Phoenix.
2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00410

3. The parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

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6. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

7. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

8. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

9. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

David A. Pennartz, Hearing Officer

Date

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of the Taxpayer Problem Resolution Officer under the Model City Sales Tax Code.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

SCHEDULE A—SCOPE OF SERVICES

- 1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.**

- 2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.**

**PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER**

This contract entered into on the 1st day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and Clifford L. Mattice, an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; Law Offices of Mariscal, Weeks, McIntyre & Friedlander, 2901 North Central Avenue, Suite 200, Phoenix, Arizona 85012, referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$200.00 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Phoenix.

2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00510

3. The parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

4. The parties further agree that the contract with Hearing Officer shall not be exclusive and the City may have the right to select one or more Hearing Officers to perform the duties of the Administrative Hearing Officer for any subject matters at City's sole discretion. Further, the parties agree that the services of the Hearing Officer shall be performed upon an as-needed basis. Upon receipt of an appeal under the City of Peoria personnel regulations in Chapter 19-37 of the Peoria City Code, or for any other subject matter, upon receipt of a request for a hearing, Hearing Officer shall be notified of the need for their services and shall be transmitted a complete copy of the applicable file.

5. The parties agree that either party may terminate this contract upon thirty days written notice at the addresses set forth below. Hearing Officer agrees that any hearings currently in process shall be completed by Hearing Officer prior to the termination of the contract becoming effective.

6. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

7. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

8. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

9. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

Clifford L. Mattice, Hearing Officer

Date

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of the Taxpayer Problem Resolution Officer under the Model City Sales Tax Code.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER

This contract entered into on the 1ST day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and Fredda J. Bisman, an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; Law Offices of Mariscal, Weeks, McIntyre & Friedlander, 2901 North Central Avenue, Suite 200, Phoenix, Arizona 85012, referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter. 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$200.00 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Phoenix.

2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00610

3. The parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

4. The parties further agree that the contract with Hearing Officer shall not be exclusive and the City may have the right to select one or more Hearing Officers to perform the duties of the Administrative Hearing Officer for any subject matters at City's sole discretion. Further, the parties agree that the services of the Hearing Officer shall be performed upon an as-needed basis. Upon receipt of an appeal under the City of Peoria personnel regulations in Chapter 19-37 of the Peoria City Code, or for any other subject matter, upon receipt of a request for a hearing, Hearing Officer shall be notified of the need for their services and shall be transmitted a complete copy of the applicable file.

5. The parties agree that either party may terminate this contract upon thirty days written notice at the addresses set forth below. Hearing Officer agrees that any hearings currently in process shall be completed by Hearing Officer prior to the termination of the contract becoming effective.

6. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

7. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

8. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

9. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

Fredda J. Bisman, Hearing Officer

Date

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of the Taxpayer Problem Resolution Officer under the Model City Sales Tax Code.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

PROFESSIONAL SERVICES CONTRACT
HEARING OFFICER

This contract entered into on the 1ST day of January, 2010 between the City of Peoria, a Municipal Corporation in the State of Arizona, County of Maricopa (City) and Honorable Cecil B. Patterson, Jr., an attorney duly licensed and admitted to practice law in the State of Arizona whose office address is; 1849 East Guadalupe Road, Suite 101 PMB 125, Tempe, Arizona 85283, referred to as (Hearing Official).

WHEREAS, the Mayor and City Council of the City of Peoria, Maricopa County, Arizona having adopted personnel administrative regulations and Sections 19-36 of the Peoria City Code providing for a merit system of public employment and appeals of disciplinary decisions involving suspensions in excess of two days, involuntary demotions and terminations to a Hearing Official, and

WHEREAS, the Mayor and City Council having adopted the a Municipal Licensing Code in Chapter 11 of the Peoria City Code and the Model City Sales Tax Code to provide for hearing officers and/or a Tax Payer Problem Resolution Officer, and

WHEREAS, the City having adopted a Land Development Code providing for a regulatory hearing office to hear permit appeals, exaction appeals and appeals in other land use matters,

WHEREAS, the City desires to employ an independent Hearing Official to hear such personnel items and to provide for an impartial hearing process in this position of personnel appeals arising under City's Code and Regulations, and

WHEREAS, the City desires to provide contractual terms for the employment of such Hearing Official.

THEREFORE, the parties resolve as follows:

1. The City agrees to pay Hearing Official as compensation for its services the rate of \$275.00 per hour for services actually performed. This compensation shall include travel to and from the City of Peoria to their place of business in the City of Tempe.

2. Hearing Official agrees to bill the City on a monthly basis. The billing statement shall make reference to the subject hearing and shall contain specific items and descriptions of time spent on the subject hearing matter, including travel time. All specialized services, such as photocopies/rapid delivery, long distance shall be billed to the City at the actual cost of service incurred by the Hearing Official, no overhead or additional charges will be paid by City. Travel time to the City of Peoria shall be billed from the office location of the Hearing Official to the City.

LCON00710

3. The parties agree that the Hearing Officer is acting as an independent contractor and shall not be deemed to be an employee of the City of Peoria. As an independent contractor, Hearing Officer will be solely responsible for the conduct of administrative hearings. Hearing Officer will further be responsible for applicable federal and state withholdings and payments.

4. The parties further agree that the contract with Hearing Officer shall not be exclusive and the City may have the right to select one or more Hearing Officers to perform the duties of the Administrative Hearing Officer for any subject matters at City's sole discretion. Further, the parties agree that the services of the Hearing Officer shall be performed upon an as-needed basis. Upon receipt of an appeal under the City of Peoria personnel regulations in Chapter 19-37 of the Peoria City Code, or for any other subject matter, upon receipt of a request for a hearing, Hearing Officer shall be notified of the need for their services and shall be transmitted a complete copy of the applicable file.

5. The parties agree that either party may terminate this contract upon thirty days written notice at the addresses set forth below. Hearing Officer agrees that any hearings currently in process shall be completed by Hearing Officer prior to the termination of the contract becoming effective.

6. The term of the Hearing Officer shall be for a period of two years commencing on January 1, 2010 and expiring on December 31, 2012.

7. During the term of this Agreement, Hearing Officers may not represent parties in litigation or contested matters involving the City of Peoria that pertain to subject matters of the areas for which they are appointed a Hearing Officer.

8. The parties agree that all of the terms and agreement between and Hearing Officer are included within this written agreement and that any amendments to this agreement shall be in writing signed by both parties.

9. This contract is subject to termination pursuant to A.R.S. §38-511 for conflicts of interest by employees of the City involved in negotiating the contract.

IN WITNESS WHEREOF, the City and Hearing Officer set their hands and execute this agreement this _____ day of _____, 2010.

Carl Swenson
City Manager, City Of Peoria

DATE

Honorable Cecil B. Patterson, Jr.,
Hearing Officer

DATE

Approved as to Form:

Stephen M. Kemp, City Attorney

Attest:

Mary Jo Waddell, City Clerk

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for Peoria Personnel Board to hear those disciplinary matters arising under City's Codes and Personnel Administrative Regulations consisting of disciplines as follows:

a. Suspensions in excess of two days, involuntary demotions and terminations.

2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

ACON # _____

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of the Taxpayer Problem Resolution Officer under the Model City Sales Tax Code.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.

SCHEDULE A—SCOPE OF SERVICES

1. Act as a hearing officer for the City of Peoria performing the duties of Land Use Administrative Hearing Officer under the City of Peoria Zoning Ordinance, the Peoria City Code (1992) and A.R.S. §9-500.16 and to act as a Codes appeal hearing officer pursuant to all Uniform Codes adopted by the City.
2. Hearing Official will be employed by the City as a Hearing Official for the City to hear those matters set forth on this schedule. Included in the hearing process is a duty to prepare findings of fact and conclusions of law pertaining to each hearing held. Additionally, all pre-hearing proceedings required in each matter shall be handled by the Hearing Official.