



Chandler • Arizona
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MEMORANDUM

Municipal Utilities Department MUA12-005

DATE: SEPTEMBER 8, 2011

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
 PAT MCDERMOTT, ASSISTANT CITY MANAGER
 DAVE SIEGEL, MUNICIPAL UTILITIES DIRECTOR *DS*

FROM: KIM NEILL, UTILITY OPERATIONS MANAGER *KN*

SUBJECT: Approval of Resolution No. 4517– Authorizing the Mayor to Provide Notice of Extension of Lease No. B-GR-150 to the Gila River Indian Community

RECOMMENDATION:

Staff recommends Approval of Resolution No. 4517 – Authorizing the Mayor to Provide Notice of Extension of Lease No. B-GR-150 to the Gila River Indian Community.

BACKGROUND:

The City of Chandler leases approximately 90 acres of land near the junction of Maricopa Road and Interstate 10 for the Lone Butte Wastewater Treatment facility.

The City of Chandler is providing a Notice of Extension to the Gila River Indian Community and is exercising its option to extend Lease No. B-GR-150 for an additional ten (10) years beginning July 19, 2017.

FINANCIAL IMPLICATIONS: Not Applicable

PROPOSED MOTION:

Move to approve Resolution No. 4517– Authorizing the Mayor to Provide Notice of Extension of Lease No. B-GR-150 to the Gila River Indian Community.

RESOLUTION NO. 4517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE MAYOR TO PROVIDE NOTICE OF EXTENSION OF LEASE NO. B-GR-150 TO THE GILA RIVER INDIAN COMMUNITY.

WHEREAS, the City of Chandler (the City) entered into Lease No. B-GR-150 with the Gila River Indian Community relating to the use and operation of the Lone Butte Wastewater Treatment Plant;

WHEREAS, while Lease No. B-GR-150 is set to expire on July 19, 2017, it provides the City the option to renew that lease for an additional ten (10) year term; and

WHEREAS, the City has determined it to be beneficial to renew Lease No. B-GR-150 in accordance with its terms.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to execute the form notice attached hereto notifying the Gila River Indian Community that it will renew Lease No. B-GR-150 pursuant to the terms of that lease.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2011.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4517 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2011, and that a quorum was present thereat.

City Clerk

APPROVED AS TO FORM:

City Attorney

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PIMA AGENCY

Lease No. B-GR-150

THIS LEASE is made and entered into this 16th day of DECEMBER, 1981, by and between THE GITA ROVER INDIAN COMMUNITY, herein referred to as "TRIBE" for brevity, whose address is Post Office Box 97, Sacaton, Arizona 85247, and CITY OF CHANDLER, a municipality organized under the laws of the State of Arizona, herein referred to as "CITY" for brevity, whose address is 200 East Commonwealth, Chandler, Arizona 85224. This lease is entered into pursuant to the provisions of the Act of August 9, 1955 (69 Stat. 539), as amended, (25 U.S.C. 415(a)-(b)).

WITNESSETH:

That for and in consideration of the rent, covenants and agreements hereinafter provided, TRIBE does hereby lease to CITY and CITY does hereby lease from TRIBE, the premises hereinafter described on the following terms and conditions:

1. DEFINITIONS

A. "Secretary" means the Secretary of the Interior of the United States of America or his authorized representative, delegate or successor.

B. "Approved Encumbrance" means an encumbrance approved in the manner provided herein.

C. "Removable Personal Property" shall not include property which normally would be attached or affixed to the buildings, improvements or land in such a manner that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed or attached to the buildings, improvements or land.

D. "Reservation" means the Gila River Indian Reservation.

E. "Superintendent" means the Superintendent, Pima Agency, or his authorized representative, delegate or successor. The address of the Superintendent shall be Pima Agency, Sacaton, Arizona 85247.

PREMISES

For and in consideration of the rents, covenants and agreements hereinafter set out, TRIBE hereby leases to CITY the following described premises:

See EXHIBIT A attached hereto and by reference made a part hereof.

3. TERM

The term of Lease shall be for a period of thirty-seven (37) years commencing on approval of lease and termination on July 19, 2017.

In the event that CITY shall not be in default of any terms and conditions of Lease, Lease may be renewed at the option of CITY for an additional term of ten (10) years commencing at the expiration of the original term, at the adjusted rental and on the terms as are hereinafter set forth.

4. PURPOSE

The leased premises shall be utilized by CITY for a wastewater treatment plant, a conveyance system from the wastewater treatment plant site to the Lone Butte Farm area and effluent storage basins. The conveyance system shall transport effluent to the main irrigation canal of the Lone Butte Farm or to storage basins to be pumped back to the main canal, if necessary.

TRIBE warrants and represents that the premises may lawfully be used for the aforesaid purpose. No change in the proposed use of leased premises shall be undertaken without the prior written approval of TRIBE and secretary.

5. UNLAWFUL USES

CITY and TRIBE agree that they will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

6. RENTAL

A. CITY, in consideration of the foregoing, covenants and agrees to pay to TRIBE in lawful money of the United States of America, the following sum as rental for the original term of this lease:

Commencing upon the day of final inspection of the conveyance systems storage bssins and pumping facilities, CITY shall pay to TRIBE the sum of ONE HUNDRED SIXTY DOLLARS (\$160.00) per acre per year for the first five years of the term of this lease. Said sum to be divided into twelve equal installments payable monthly thereafter.

B. The lease payment shall be reviewed and adjusted every five years, the first adjustment thereof to be made on or before the 16th day of DECEMBER, 1986. Each five year adjustment shall be based upon the average of the three highest agricultural per acre lease rates of farms not less than 160 acres in size in effect on the Reservation at the time of each five year adjustment. In no event shall the rental be less than ONE HUNDRED SIXTY DOLLARS (\$160.00) per acre per year.

C. Lease payments shall be made each month one month in advance, said rent being due and payable on the first day of each month.

D. CITY shall pay the rental herein specified and all other charges, if any, at the time, or times and in the manner specified at the office of the TRIBE located at Post Office Box 97, Sacaton, Arizona 85247, or to such other person or persons as TRIBE shall otherwise designate in writing. All sums due and payable hereunder shall be made payable to the Gila River Indian Community.

E. Rental Delinquencies:

Rental remaining unpaid five days after the due date shall bear interest at the then current prime interest rate as may be established from time to time by the Valley National Bank, from the date it becomes due until paid, but this provision shall not be construed to relieve CITY from any default in making any rental payment at the time and in the manner herein specified. The rentals called for hereunder shall be paid without prior notice for demand by TRIBE. All effluent discharge from the wastewater treatment plant located on the sites covered by this lease shall belong to TRIBE at no cost.

7. TRIBE shall accept all effluent discharge from the wastewater treatment plant and utilize it exclusively for the irrigation of any agricultural crops as permitted by the Arizona Department of Health Services (or their successors) or such other standards as may be applicable to TRIBE. Twenty years from the date of commencement of this lease, TRIBE may use the effluent from the wastewater treatment plant in any way it so deems to be appropriate, but TRIBE shall hold harmless and indemnify CITY from any liabilities that may accrue as a result of the management of the effluent by TRIBE. Nothing contained herein shall permit CITY to avoid the obligations as to quality of water as set forth in Paragraph 8.

8. The CITY shall operate and maintain the wastewater treatment plant and the conveyance system from the present plant to the storage basins in the Lone Butte Farm area on and through the Reservation. The CITY shall insure that the quality of the effluent discharge shall meet the minimum standards of all applicable Federal Laws, the Arizona Department of Health Services, or its successor, for use on nonedible fiber and forage agricultural crops. In no event shall the said effluent water exceed a monthly average of 30 MG/L of BOD₅ and 30 MG/L of suspended solids.

Once the effluent water enters the storage basins, TRIBE accepts the responsibility of management and disposal of

the said effluent water, and shall indemnify and hold CITY harmless therefrom. The TRIBE shall operate and maintain the storage basins and pumps without cost to CITY. CITY shall cooperate with TRIBE in controlling the quantity of effluent released into the holding basins to assist TRIBE in protecting the integrity of said basins.

9. The CITY shall at all times maintain and operate the wastewater treatment facility in accordance with the design limitations of the system, with permits obtained from the Environmental Protection Agency and the Arizona Department of Health Services, or their successors, and in accordance with any applicable standards as may be established by law or regulation now in effect or which may be promulgated by the Environmental Protection Agency and the Arizona Department of Health Services, or their successors. CITY agrees to continue in full force and effect its National Pollution Discharge Elimination Permit issued pursuant to the Clean Water Act.

10. The TRIBE reserves the right to review and approve, prior to construction, all construction plans and engineering designs of the storage basins and the pumping system, which approval shall not be unreasonably withheld. The TRIBE further reserves the right to review and approve, prior to construction, any modifications to the wastewater treatment plant during the term of this lease, which approval shall not be unreasonably withheld. As used in this paragraph, modifications shall be defined as all projects over \$50,000.00 in cost that modify the treatment capabilities of the plant.

The TRIBE shall promptly submit all such construction plans and engineering designs to the Indian Health Service, Department of Health and Human Services, or its successor, for review and approval prior to construction.

11. The CITY shall continuously monitor the effluent water as to quality and shall submit monthly effluent discharge monitoring reports as to the water quality of the discharge. The monthly reports shall be certified as correct by the City Engineer and shall be delivered or mailed to the TRIBE's Department of Physical Resources, no later than the 15th day of the following month.

In the event the monthly discharge monitoring report indicates that the effluent quality is not in compliance with the standards and requirements set forth in paragraphs 8 and 9 above, TRIBE shall first notify CITY in writing of the deviation from such standards and requirements governing the quality of the effluent water and request that corrective action be taken by CITY. If the violation is still in evidence after 30 days from the receipt of the written notice from TRIBE, CITY agrees to pay, upon demand, to TRIBE a penalty fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) each day, retroactive to the date of receipt of the written notice by CITY, until a satisfactory compliance laboratory test report is received by TRIBE's Department of Physical Resources.

12. COMMUNITY SERVICES.

TRIBE shall be responsible for providing, within the acreage covered hereby, necessary police protection. TRIBE shall not be responsible for any other services including but not limited to fire protection and street maintenance.

13. SUBLEASE, ASSIGNMENT, TRANSFER

The CITY shall not hereafter sublease, assign, rent or transfer this lease or any right to or interest on this lease or any of the improvements of the leased premises without the prior written approval of TRIBE and Secretary, and no such sublease, assignment or transfer shall be valid or binding without such prior written approval and then only upon the condition that the sublease, assignee or other successor in interest, shall agree in writing to be bound by each and all of the covenants and conditions of lease.

Should CITY attempt to make any such sublease, assignments, or transfer, except as aforesaid, such action shall be deemed a breach of lease. Approval of one sublease, assignment or transfer, and the restrictions of this Article shall apply to each successive sublease, assignment or transfer hereunder and shall be severally binding upon each and every sublease, assignee, transferee and other successor in interest to CITY expecting an encumbrancer. Consent to a sublease assignment shall not be withheld unreasonably.

14. AGREEMENTS FOR UTILITY LINES AND STREETS

The CITY shall have the right to enter into agreements with entities furnishing utilities, the United States Government, the State of Arizona, or any political subdivision or agency thereof to provide utility service, including but not limited to, gas, water, electricity, telephone, sewer and such agreements for streets rights-of-way as are necessary to permit the full enjoyment of all real property leased hereunder and the development thereof in accordance with provisions of this lease; provided, however, that no such agreement shall be for a period of time longer than the term of this lease or any extension thereof. Upon entering into any such agreements, CITY shall furnish TRIBE and Secretary one executed copy thereof together with a plat or diagram showing the true locations of the utility lines or streets to be constructed in accordance therewith.

15. TAXES, ASSESSMENTS, UTILITIES CHARGES

The CITY shall pay before delinquent all taxes, assessments, licenses, fees and other like charges levied during the term of lease upon or against the leased land, all interest therein and property thereon for which CITY or TRIBE may become liable. Upon written application, CITY shall furnish TRIBE and Secretary written evidence duly certified that any and all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or required to be paid by CITY have been paid,

satisfied or otherwise discharged. CITY shall have the right to contest any claim, asserted tax or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and CITY agrees to protect and hold harmless TRIBE and Secretary and the leased premises and all interest therein and improvements thereon from any lien or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. In addition to the rents, taxes and other charges therein described, CITY shall pay all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the leased premises.

Nothing contained herein shall authorize or permit TRIBE to assess against CITY any taxes, assessments, fees or other charges of any nature, other than those sums previously set forth herein and made a part of this lease.

16. PUBLIC LIABILITY INSURANCE

At all times during the term of this lease, CITY shall carry or cause to be carried, a public liability insurance policy in the amount of not less than \$500,000/\$1,000,000 for personal injury or death and \$100,000.00 for property damage, said policy naming TRIBE and the Secretary as additional insureds. Copies of said policy shall be furnished TRIBE and Secretary.

Neither TRIBE nor United States Government, nor its officers, agents, or employees shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of CITY or of any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever, unless such loss was directly caused by TRIBE or the United States Government, its officers, agents, or employees. CITY, as a material part of the consideration of the lease, hereby waives, on CITY's behalf all claims against TRIBE and the United States Government and shall hold TRIBE and the United States Government free and harmless from

liability for all claims for any loss, damage, injury or death arising from the use of the lease premises by CITY, together with all costs and expenses in connection therewith; but CITY does not, by this paragraph, waive any claim it may have against the United States Government, TRIBE or any person based on negligent or unlawful conduct.

At all times during the term of this lease, TRIBE shall carry or cause to be carried, a public liability insurance policy in the amount of not less than \$500,000/\$1,000,000 for personal injury or death and \$100,000.00 for property damage, said policy naming the CITY as an additional insured. Said policy shall provide coverage for the area maintained hereunder by TRIBE and known hereunder as the storage basin.

The CITY, nor its officers, agents, or employees shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of TRIBE or of any other person whomsoever, caused by any use of the storage basin, or other casualty on said storage basin premises or from any other cause whatsoever, unless such loss was directly caused by CITY, its officers, agents, or employees. TRIBE, as a material part of the consideration of this lease, hereby waives, on TRIBE's behalf, all claims against the CITY and shall hold CITY free and harmless from liability for all claims for any loss, damage, injury or death arising from the use of the storage basins by TRIBE, together with all costs and expenses in connection therewith; but TRIBE does not, by this paragraph waive any claim it may have against CITY or any person based on negligent or unlawful conduct.

17. FIRE AND DAMAGE INSURANCE

CITY shall, from the date of commencement of this lease, carry or cause to be carried fire and vandalism insurance with extended coverage endorsements covering the full insurable value of the ordinarily insurable improvements and facilities on the

leased premises. Said policy or policies shall name the TRIBE and any encumbrancer (if any) as additional insured.

18. ACCESS TO WASTEWATER TREATMENT PLANT

The CITY shall reserve a wastewater treatment capacity of at least 1.2 MGD for all Gila River Indian Community users located on real property more particularly described as Township 2 South, Range 4 East, and further including the Pima-Chandler Industrial Park. Development within the above-described real property which is accessible to utilization of CITY's sewage facilities shall have the right to connect to said sewage facilities, provided the users thereof pay to the CITY the same rates and fees charged to comparable customers within the city limits of CITY.

CITY shall at all times operate and maintain its sewage collection and interceptor lines in such a manner that said system will accommodate the Gila River Indian Reservation demands for attachments and services, subject to treatment plant and interceptor line capacity, and further provided that sewer customers on the Reservation meet and comply with the provisions of CITY's sanitary sewer ordinances and standards as established for comparable customer utilization within the city limits of CITY.

Except as otherwise provided herein, TRIBE shall have no legal liability for the operation, maintenance, repair or expansion of said system which may be necessary to meet utilization demands on the above-described real property, including the Pima-Chandler Industrial Park.

19. PROHIBITION OF EFFLUENT IN GILA RIVER

CITY will not cause or permit any effluent from any of CITY's wastewater treatment facilities that may be constructed outside the boundaries of the Gila River Indian Reservation to reach the Gila River upstream of its confluence with the Salt River.

20. EMPLOYMENT

CITY agrees to enter into a personal services contract

with TRIBE to employ an Indian resident of the Reservation at the wastewater treatment plant. Said Indian resident must be a State of Arizona certified wastewater treatment operator in the grade as required by the Arizona Department of Health Services, and the duties will be that of the City of Chandler Wastewater Plant Operator I. The position is to be continuous with employment to start no later than the date of the first rental payment due hereunder. CITY shall make every attempt to employ additional personnel from the Gila River Indian Community whenever possible during the term of this lease.

21. OPERATION OF WASTEWATER TREATMENT BY TRIBE

Nothing contained herein shall preclude CITY from entering into an agreement authorizing TRIBE to operate and maintain the Wastewater Treatment Plant discussed herein. Should TRIBE operate said Wastewater Treatment Plant, the parties hereto may amend its terms and conditions hereof in accordance with their new understanding.

22. DEFAULT

Time is declared to be of the essence of this lease. Rent shall be paid on or before its due date without notice. Should CITY default in any payment of monies (other than rent) as required by the terms of this lease, and if such default shall continue uncured for the period of sixty (60) days after written notice thereof to CITY by TRIBE, during which sixty (60) day period CITY shall have the privilege of curing such breach; or if CITY shall fail to pay rent on or before its due date; or if CITY should breach any other covenant of this lease, and if the breach of such other covenant shall continue uncured for a period of sixty (60) days after written notice thereof to CITY by TRIBE, then TRIBE may collect by suit or otherwise, all monies as they become due hereunder, or enforce, by default or otherwise, CITY's compliance with any provisions of this lease. No waiver of a breach of any of the covenants of this lease

shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

23. HOLDING OVER

Holding over by CITY after the expiration or termination of lease shall not constitute a renewal or extension thereof or give CITY any rights hereunder or in or to the leased premises.

CITY agrees to remove all property removable under the terms of lease prior to the termination of lease.

24. TERMINATION OF FEDERAL TRUST

Nothing contained in lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of lease; however, such termination shall not serve to abrogate lease. TRIBE, CITY and its surety or sureties shall be notified of any such change in the status of the land.

25. TERMINATION BY CITY

CITY shall not abandon said treatment plant nor terminate this lease without first giving TRIBE at least five (5) years prior written notice.

26. OBLIGATION OF LESSEE

While the leased premises are in trust or restricted status, all of CITY's obligations under lease, and the obligations of its sureties, are to the United States Government as well as to TRIBE.

27. MINERALS

Lease confers no vested interest, right, or title to any minerals including sand, gravel, or building stone material within the leased premises. However, moving dirt, sand, gravel, rock or building stone for the purpose of development and improving the leased premises shall not be construed as mining.

28. PAYMENTS AND NOTICES

All notices, payments and demands shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing, and which must be placed on file with Superintendent. Notices and demands shall be sent by certified or registered mail. Service of any notice or demand shall be deemed completed in ten (10) days after mailing or upon the date actually received, whichever occurs first. Copies of all notices and demands for TRIBE shall be sent to Superintendent, and copies of all notices and demands for TRIBE shall be sent to the CITY's City Manager.

29. LAWS AND ORDINANCES

CITY, CITY's employees and its agents, while on the Reservation, agree to abide by all applicable Federal laws and all laws, regulations and ordinances of TRIBE now in force and effect, or that may be hereinafter enacted, except where said Tribal laws would require a violation of applicable Federal, State and City laws, regulations and ordinances relative to the use and operation of CITY's wastewater treatment system and CITY's pre-treatment ordinance. In such a case the applicable Federal, State, and City laws, regulations and ordinances shall control.

30. INSPECTIONS

TRIBE and Secretary, or his designated representative, shall have the right, at any reasonable time and upon giving prior reasonable notice thereof, during the term of this lease, to enter upon the lease premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon, including the right to take such water samples as TRIBE may deem necessary.

31. DELIVERY AND PREMISES

At the termination of lease, CITY will peaceably and without legal process deliver up the possession of leased premises

in good conditon.

32. LEASE BINDING

This lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, . assigns, executors and administrators of the parties hereto.

33. INTEREST OF MEMBER OF CONGRESS

No member of, or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefore, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

34. CITY PAYING CLAIMS

If after written notice from TRIBE or Secretary, CITY fails to pay any lien or charges payable to him under this lease or fails to post bond against enforcement thereof, TRIBE shall have the option to pay such lien or charge payable or settle any action therefore. All costs and other expenses, including attorney's fees, incurred by TRIBE in so doing shall be repaid to TRIBE by CITY upon demand, with interest at the then current prime interest rate as may be established from time to time by the Valley National bank. Failure to make such repayment on demand shall constitute a breach of Lease.

35. PRE-TREATMENT ORDINANCE

The CITY shall, within three (3) months of the approval of this lease by all parties, adopt a Pre-Treatment Ordinance governing the quality of wastewater introduced directly or indirectly into the Chandler Wastewater Treatment Plant. In the event the CITY does not adopt a Pre-Treatment Ordinance acceptable to the TRIBE within the three (3) month time period, this lease shall be null and void and of no further force and effect. The Ordinance will be designed to insure that wastewater containing

toxic pollutants shall comply with all federal, state, and local laws, regulations, guidelines, or ordinances, whichever is the most stringent. The Ordinance shall conform to the Clean Water Act of 1977 (33 U.S.C. 1251 et. seq.) and the General Pre-Treatment Regulations (40 C.F.R. Part 403). This lease shall incorporate changes in the Clean Water Act and Pre-Treatment Regulations which occur during the term of this lease.

In addition to the maximum allowable limits relating to concentrations of toxic pollutants in wastewater established by CITY, the State of Arizona, and federal law, trichloroethylene shall not be permitted and concentrations of cadmium no more than 0.01 MG/L shall be permitted. The level of concentration of trichloroethylene and cadmium must be monitored by CITY every other month during the first year of the term hereof, and semi-annually thereafter.

CITY shall continuously and strictly monitor industrial contributions into the wastewater system and shall vigorously enforce the Pre-Treatment Ordinance. In addition, CITY shall establish a testing facility to monitor toxic pollutants and heavy metals and shall maintain strictly a written record of all testing results. These testing results shall be available to the TRIBE. In the event the CITY amends, revises, or rescinds the Pre-Treatment Ordinance, without notice and approval of TRIBE, this action shall constitute a breach of the lease and the lease may be subject to cancellation upon giving reasonable notice to CITY of TRIBE's intention to cancel and giving CITY a reasonable opportunity to cure said breach. TRIBE shall not unreasonably withhold approval of amendments or revisions to said Pre-Treatment Ordinance.

The CITY shall provide to TRIBE, at the request of TRIBE, copies of inspections of contributions of industrial discharges into the wastewater plant at any time during the lease period. The TRIBE, within twenty-four (24) hours of any accidental discharge of toxic

pollutants into the wastewater system, must be notified of the accidental discharge by CITY. The TRIBE reserves the right to inspect or cause inspection of the industrial discharges at the wastewater treatment plant at any time during the term hereof.

The TRIBE shall retain the option of removing the sludge built up in the sewage lagoons, provided said removal does not result in taking the wastewater treatment system out of service.

In the event that contributions of wastewater or effluent are introduced into the Chandler wastewater treatment plant in violation of the Pre-Treatment Ordinance or which does not comply with the standards set forth in said ordinance, the notice and penalty provisions outlined in Paragraph 11 above may be initiated and followed by TRIBE. If an industrial user or users, as defined in said Pre-Treatment Ordinance, introduces industrial discharge into said wastewater treatment system in violation of said Pre-Treatment Ordinance, CITY will use all enforcement measures necessary to obtain compliance with said Pre-Treatment Ordinance, including as necessary, disconnection of said industrial user or users from the wastewater treatment system.

36. VALIDITY

The lease and any modifications of or amendments thereto shall not be valid or binding upon either party hereto until approved by Secretary.

37. ATTORNEY'S FEES

Should any party bring an action to correct any default by a party under the terms of this lease, the prevailing party may recover a reasonable sum as and for attorney's fees for any such suit or action taken to enforce the terms hereof.

38. TITLE SEVERABILITY

If any one portion of this lease is declared invalid, the remaining portions shall, nevertheless, remain in full force

and effect.

39. LEASE AS ENTIRE AGREEMENT

The terms and conditions of this lease constitute the entire, full and complete agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands:

LESSEE:

CITY OF CHANDLER

Jim Holleran
Mayor

ATTEST:

Nolan McRae
City Clerk

Approved as to form:

Clifford Frey
City Attorney

LESSOR:

GILA RIVER INDIAN COMMUNITY

By *Alvin L. ...*
Its GOVERNOR

ATTEST:

Deborah ...
Tribal Secretary

State of Arizona)
) ss
County of)

This instrument was acknowledged before me this 15th day
of Jan, 1982, by William Patterson and as
Mayor.

In witness whereof, I hereto set my hand and official



MY COMMISSION EXPIRES:

Helen McCain
Notary Public

State of Arizona)
) ss
County of PINAL)

This instrument was acknowledged before me this 21st day
of December, 1981, by Alexander Lewis, Sr. as:
Governor of the Gila River Indian Community.

In witness whereof, I hereto set my hand and official
seal:

Virginia L. Lewis
Notary Public

MY COMMISSION EXPIRES:

My Commission Expires Apr. 23, 1983

APPROVED: Pursuant to Authority Delegated by 230 DM 1 (10 BIAM 2)
10 BIAM 3, and 10 BIAM 11.

SUPERINTENDENT, PIMA AGENCY
SACATON, ARIZONA

DATED: Jan. 15, 1982

BY Eric C. Jones