Amendment #1 – April 26, 2012

CITY COUNCIL REGULAR MEETING NOTICE & AGENDA Tuesday, May 01, 2012 7:00 PM CITY COUNCIL CHAMBER

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

CITY COUNCIL:

Mayor
Bob Barrett

Palo Verde District
Ron Aames, Vice Mayor

Acacia District
Tony Rivero

Ironwood District
Dave Pearson

Mesquite District
Cathy Carlat

Pine District
Carlo Leone

Willow District
Joan Evans

City Manager
Carl Swenson

CONVENE:
PLEDGE:
ROLL CALL:

FINAL CALL TO SUBMIT SPEAKER REQUEST FORMS:

CONSENT AGENDA

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

CONSENT – New Business:

1C Minutes

Discussion and possible action to approve the following minutes:
April 17, 2012 Special Meeting and Study Session
April 17, 2012 Regular Meeting

2C Grant Application, Staffing for Adequate Fire and Emergency Response, Firefighters

Discussion and possible action to approve a Staffing for Adequate Fire and Emergency Response (SAFER) grant application in the amount of $930,000 in order to hire six firefighters to control incidents at Lake Pleasant and the surrounding area.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are also available for viewing on demand at http://www.peoriaaz.gov/content2.aspx?id=2151.

3C **Grant Application, Peoria Police Department, U.S. Department of Justice, COPS Hiring Program Grant**

Discussion and possible action to approve the COPS Hiring Program Grant application to obtain partial funding to hire three police officers.

4C **Intergovernmental Agreement, City of Glendale, Cooperative Law Enforcement and Security Services, Arizona Sports and Tourism Authority Stadium**

Discussion and possible action to authorize an Intergovernmental Agreement with the City of Glendale to provide law enforcement and security services at the Arizona Sports and Tourism Authority Stadium.

5C **Amendment, Intergovernmental Agreement, Maricopa County Superior Court, Jury Services**

Discussion and possible action to approve an amendment renewing the Intergovernmental Agreement for Jury Services with Superior Court of Arizona in Maricopa County for an additional one-year term from July 1, 2011 through June 30, 2012, with the terms and conditions of the Intergovernmental Agreement entered on March 6, 2006.

6C **Amendment, Lease Agreement, Arizona Broadway Theatre**

Discussion and possible action to approve the amended lease with KLOS Enterprises, LLC (Arizona Broadway Theatre) for the approximately four acres of real property owned by the City located at 7701 West Paradise Lane and to authorize the City Manager to execute the lease documents.

7C **Amendment, Principles of Sound Financial Management, Tax-Advantaged Bonds**

Discussion and possible action to approve **RES. 2012-51** adopting the amended Principles of Sound Financial Management and incorporating new procedures for tax-advantaged bonds.

8C **Council Policy, Community Services Recreation Pricing and Fees**

Discussion and possible action to adopt the City Council Policy, Community Services Recreation Pricing and Fees.

9C Budget Transfer, Peoria Unified School District, Summer Sports Programs

Discussion and possible action to approve a budget transfer to supplement the Sports Programs budget and cover payment to Peoria Unified School District (PUSD) for utility charges during evening summer youth sports programs at multiple elementary school locations.

10C Authorize Expenditure, Acacia Council District Funds

Discussion and possible action to authorize an expenditure of up to $45,000 in Acacia Council District Funds to support the City's "Fiesta Peoria" special event.

11C Memorandum of Understanding, Maricopa County, United States Department of Justice Edward Byrne Memorial Justice Assistance Grant

Discussion and possible action to: (a) enter into a Memorandum of Understanding with Maricopa County in order to accept a pass-through grant award from the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $21,381 for the Police Department to administer a youth summer program; and (b) approve a budget transfer in the amount of $21,381 from the Proposed Grants Contingency Account to the Justice Assistance Grant Award Account.

12C Designate Roadways, Establish Rights-of-Way, Various Locations

Discussion and possible action to adopt **RES. 2012-53** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

13C Deeds and Easements, Various Locations

Discussion and possible action to adopt **RES. 2012-52** accepting Deeds and Easements for various real property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

14C Public Utility Easement, Intersection Widening Improvements, 75th Avenue and Thunderbird Road

Discussion and possible action to adopt **RES. 2012-54** authorizing the execution of a Public Utility Easement to the Public for the installation and maintenance of public utilities associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

REGULAR AGENDA

NEW BUSINESS

15R Memorandum of Understanding, Seattle Mariners and San Diego Padres, Peoria Sports Complex Improvements

Discussion and possible action to approve a Memorandum of Understanding regarding the financing and construction of improvements, and ongoing use of the Peoria Sports Complex for the Seattle Mariners and San Diego Padres.

16R Contract Amendment, Populous Inc., Peoria Sports Complex Improvements, 83rd Avenue and Stadium Way

Discussion and possible action to: (a) award Contract Amendment (CA) No. 3 to Populous Inc. in the not to exceed amount of $2,990,000 for the complete design and construction administration of clubhouse improvements for the Seattle Mariners and San Diego Padres; and (b) approve a budget transfer in the amount of $9,550 to pay for a temporary part-time Construction Projects Coordinator position for the period May 14, 2012 to June 30, 2012.

17R Agreement, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Avenue and Stadium Way

Discussion and possible action to: (a) authorize the City to enter into an agreement with Mortenson Construction for an amount not to exceed $275,000 for Construction Manager at Risk (CMAR) preconstruction services for the Seattle Mariners and San Diego Padres clubhouse improvements; and (b) authorize the City Manager to execute any applicable agreement documents related thereto.

18R **Rezoning, Major Planned Community District (PCD) Amendment, Vistancia**

Discussion and possible action to concur with the Planning & Zoning Commission to adopt **ORD. 2012-07** amending and consolidating the Vistancia North and Vistancia South Planned Community Districts comprised of approximately 7,100 gross acres of property, generally located west of the Loop 303 and between the Jomax Road and Old Carefree Highway alignments. (Z01-10A.11)

19R **Development Agreement, Amended and Restated, Vistancia Master Planned Community**

Discussion and possible action to authorize the City Manager to sign an amended and restated Vistancia Development Agreement with Vistancia Land Holdings, LLC.

20R **Amendment, Lease Agreement, Plaza Companies, BioInspire**

Discussion and possible action to authorize the City Manager to sign an amended lease agreement with Plaza Companies.

21R **Code Amendment, Chapter 5, Building Codes**

Discussion and possible action to adopt **ORD. 2012-08** amending Chapter 5 of the Peoria City Code (1992 Edition) by adopting the 2012 International Building Code, 2012 International Residential Code, 2012 International Mechanical Code, 2012 International Plumbing Code, 2012 International Fuel Gas Code, 2012 International Property Maintenance Code, 2012 International Energy Conservation Code and the 2011 National Electrical Code.

22R **Authorization, File Third Party Complaint, Superior Court in Maricopa County, McCracken v. City of Peoria**

Discussion and possible action to authorize the filing of a third party complaint in Superior Court in Maricopa County Case No. CV2011-091677, McCracken v. City of Peoria.

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

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation
3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)

    a. Council Subcommittee Update
    b. Board and Commission Member Events
    c. Energy Star Certification for Development and Community Services Building

Reports from City Council:
Reports from the Mayor:

ADJOURNMENT

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

Accommodations for Individuals with Disabilities. *Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 (623)773-7340, TDD (623)773-7221, or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

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.

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 17, 2012

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

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Thorpe, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Wanda Nelson, City Clerk;Katie Gregory, Interim Management and Budget Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works and Utilities Director; Roy Minter, Police Chief; Jeff Tyne, Interim Community Services Director; Corina Russo, Assistant to the City Manager; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 10 members of the public were present.

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

STUDY SESSION AGENDA

Subjects for Discussion Only:

1. Dial-A-Ride Rate Review

Maher Hazine, Deputy Director of Public Works, provided an overview of the Dial-A-Ride Program. Information included:

- Top ten trip destinations by category
- Current Dial-A-Ride fares
- Comparison of Dial-A-Rides rates to adjacent cities
- Fiscal Year 2011 revenue sources
- Americans with Disabilities Act (ADA) reimbursement
- ADA Certification process
- Rate adjustments
- Rate adoption process

Discussion ensued regarding the number of general public that use the Dial-A-Ride transit system within the City of Peoria as well as financial incentive for senior citizens to obtain ADA Certification.

Consensus of the Council is to reduce the Dial-A-Ride rates for senior citizens with ADA Certification to $1.00 and increase the rates for senior citizens, disabled customers who are not ADA Certified and children ages 5-12 to $1.50.

2. False Alarms

Rocky Smith, Deputy Chief of Police, provided an overview of false alarms. Information provided included:

- Background of false alarms
- False alarm fees
- Fee options
- Enhanced Call Verification (ECV)
- Costs
- Cost recovery

Susan Brenton addressed Council regarding Enhanced Call Verification to assist in the reduction of false alarm calls.

Discussion ensued regarding fee increases for false alarm calls and repeat offenders.

Pending the outcome of current legislation, the consensus of Council was to direct staff to bring back an ordinance that would address the issue of false alarms, with the inclusion of the Early Call Verification system.

Discussion ensued regarding educating the public on false alarms.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:16 p.m.

_____

Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting and Study Session of the City Council of Peoria, Arizona held on the 17th day of April, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 1st day of May, 2012.

(Seal)

_____
Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 17, 2012

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:00 p.m.

Following a moment of silent reflection, Councilmember Carlat led the Pledge of Allegiance.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Thorpe, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Wanda Nelson, City Clerk; Katie Gregory, Interim Management and Budget Director; Bo Larsen, Public Information Manager; Claudia Luján, Interim Human Resources Director; Bill Mattingly, Public Works and Utilities Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Dan Nissen, Assistant Engineering Director; Rick Picard, Deputy Fire Chief; Jeff Tyne, Interim Community Services Director; Corina Russo, Assistant to the City Manager; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

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

PRESENTATION:

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

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

Councilmember Rivero requested that Agenda Item 4C be removed for separate discussion.

Motion was made by Vice Mayor Aames, seconded by Councilmember Leone, to approve the Consent Agenda with the exception of Agenda Item 4C. Upon vote, the motion carried unanimously 7 to 0.

CONSENT – New Business:

1C Disposition of Absence

Excused the absence of Mayor Bob Barrett for the following meetings:

March 28, 2012 Budget Study Session Meeting
March 30, 2012 Budget Study Session Meeting
April 3, 2012 Special Meeting and Study Session
April 3, 2012 Regular Meeting

2C Minutes

Approved the following minutes:

March 26, 2012 Budget Study Session Meeting
March 27, 2012 Budget Study Session Meeting
March 28, 2012 Budget Study Session Meeting
March 30, 2012 Budget Study Session Meeting
April 3, 2012 Special Meeting and Study Session
April 3, 2012 Regular Meeting

3C Grant, Peoria Police Department, Governor's Office of Highway Safety, Click It or Ticket

(a) Authorized the City Manager to accept $7,500 from the Governor's Office of Highway Safety (GOHS) to be used by the Peoria Police Department for safety belt and child passenger law enforcement; and
(b) Approved a budget adjustment of $7,500 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant Overtime account.

4C Ratification, Employee Benefits Trust Board, Affiliate Agencies; Rescind Council Policy 2-5

Clerk's Note: This item was heard separately at the end of the Consent Agenda.

Claudia Lujan, Interim Human Resources Director, provided background regarding the request to ratify the Employee Benefits Trust Board's decision to rescind benefits to affiliate agencies and rescind Council Policy 2-5.

Discussion ensued regarding the length of time to determine the need to rescind benefits to affiliate agencies.

Motion was made by Councilmember Rivero, seconded by Councilmember Leone, to ratify the decision of the Employee Benefits Trust Board to determine that employees of the Affiliated Agencies are ineligible to participate as members of the city's health plans and to rescind Council Policy CP2-5.

Upon vote, motion carried unanimously 7 to 0.

5C Appropriation of Funds, Westland Park Construction

Approved a budget transfer in the amount of $21,930 in order to make the final payment to Sunbelt Holdings for the Westland Park Project.

6C Third Quarter Budget Amendments, Fiscal Year 2012

Approved the Fiscal Year 2012 Third Quarter budget amendments.

7C Maintenance Improvement District No. 1094, Silver Canyon Ranch Unit 1, 77th Lane and Happy Valley Road

RESOLUTION NO. 2012-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1094, SILVER CANYON RANCH UNIT 1, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

RESOLUTION NO. 2012- 47

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1094, SILVER CANYON RANCH UNIT 1; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

Approved the Petition for Formation and adopted **RES. 2012-46** intention and ordering formation of proposed Maintenance Improvement District No. 1094, Silver Canyon Ranch Unit 1, located at 77th Lane and Happy Valley Road; and adopted **RES. 2012-47** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

8C **Easement, Salt River Project, 75th Avenue and Thunderbird Road Intersection Widening Project**

RESOLUTION NO. 2012-44

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO SALT RIVER PROJECT FOR THE RELOCATION OF EXISTING IRRIGATION FACILITIES IN THE VICINITY OF 75TH AVENUE AND THUNDERBIRD ROAD.

Adopted **RES. 2012-44** authorizing the execution of an Irrigation Easement to Salt River Project for the relocation and maintenance of irrigation facilities associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

9C **Easement, Arizona Public Service, Peoria Community Center, 8335 West Jefferson Street**

RESOLUTION NO. 2012-45

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL FACILITIES ASSOCIATED WITH THE REMODEL OF THE COMMUNITY CENTER LOCATED AT 8335 WEST JEFFERSON STREET.

Adopted **RES. 2012-45** authorizing the execution of a Utility Easement to Arizona Public Service for the installation and maintenance of power facilities related to the Community Center remodel project.

REGULAR AGENDA

NEW BUSINESS

10R **Charter Amendment, Article II, Section 15, Special Meetings**

RESOLUTION NO. 2012-50

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA PROPOSING AN AMENDMENT TO THE CITY OF PEORIA, ARIZONA, CITY CHARTER, AMENDING ARTICLE II, BY AMENDING SECTION 15 PERTAINING TO SPECIAL MEETINGS.

Steve Burg, Chief Assistant City Attorney, provided an overview of the proposed Charter Amendment regarding Special Meetings.

Motion was made by Vice Mayor Aames, seconded by Councilmember Rivero, to adopt **RES. 2012-50** placing a proposed charter amendment on the August 28, 2012 Regular Election Ballot that would amend Article II, Section 15 of the Peoria City Charter pertaining to Special Meetings.

Upon vote, the motion carried 4 to 3, with Mayor Barrett and Councilmembers Carlat and Evans voting “no”.

11R One-Time Budget Adjustments, Fiscal Year 2012

Katie Gregory, Interim Budget and Management Director, provided an overview of the request for one-time budget adjustments for various operating expenses.

Discussion ensued regarding the number of fire fighters on light duty.

Motion was made by Councilmember Carlat, seconded by Councilmember Evans, to approve the use of reserves and a budget amendment from city contingency to various operating funds so that available cash balances in these funds may be used for the purposes stated.

Upon vote, the motion carried unanimously 7 to 0.

12R Defeasance of Outstanding Municipal Development Authority, Revenue Refunding Bonds, Series 2003

Brent Mattingly, Finance Director, reviewed the request for a cash transfer and budget authorization from the Municipal Development Authority Revenue Refunding Bonds – Series 2003.

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to approve a cash transfer of approximately $1.2 million and additional budget authorization in the amount of $2.9 million to defease $2.9 million in remaining Municipal Development Authority, Revenue Refunding Bonds, Series 2003.

Upon vote, the motion carried unanimously 7 to 0.

13R Naming Community Park 2

Kirk Haines, Parks Manager, outlined the process used for selecting an official name for the City's second community park and provided options for Council to select from. The proposed park naming options are: Peoria Pioneer Community Park, Olive Branch Community Park and Desert Sage Community Park.

Discussion ensued regarding additional park name options and possible ground-breaking ceremonies.

Motion was made by Councilmember Rivero, seconded by Vice Mayor Aames, to select Pioneer Community Park as the official name for the City of Peoria's second community park, located at Olive and 83rd Avenue.

Upon vote, the motion carried unanimously 7 to 0.

14R Council Subcommittee Appointments

RESOLUTION No. 2012-48

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON COMMUNITY CULTURE AND PUBLIC SAFETY AND ESTABLISHING THE TERM OF OFFICE.

RESOLUTION No. 2012-49

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON SUSTAINABLE DEVELOPMENT AND PUBLIC SERVICES AND ESTABLISHING THE TERM OF OFFICE.

Mayor Barrett outlined the selection for appointments to the Council Subcommittee on Community Culture and Public Safety and the Council Subcommittee on Sustainable Development and Public Services.

Motion was made by Vice Mayor Aames, seconded by Councilmember Pearson, to adopt **RES. 2012-48** and **RES. 2012-49** consenting to the Mayor's appointments to the Council Subcommittee on Community Culture and Public Safety and the Council Subcommittee on Sustainable Development and Public Services.

Upon vote, the motion carried unanimously 7 to 0.

15R Purchase, Public Art, Old Town Peoria

Kirk Haines, Parks Manager, reviewed the proposed art to be located at Johnny E. Osuna Park, Centennial Plaza and the 84th Avenue Streetscape. Mr. Haines reviewed options and the reason for selecting the proposed art.

Discussion ensued regarding night reflection on the public art proposed to be located at Centennial Plaza.

Motion was made by Councilmember Rivero, seconded by Councilmember Evans, to approve the recommendations from the Arts Commission to purchase public art to be located at Johnny E. Osuna Park, Centennial Plaza and along the 84th Avenue Streetscape.

Upon vote, the motion carried unanimously 7 to 0.

16R Call and Notice of Election

Wanda Nelson, City Clerk, reviewed the Call and Notice of Election.

Motion was made by Vice Mayor Aames, seconded by Councilmember Carlat, to:

(a) Direct the City Clerk to publish the Call and Notice of Election for a Citywide Primary Election on August 28, 2012 and if necessary, a General Election on November 6, 2012; and
(b) Authorize the City Clerk and the City Attorney to take all action necessary to conduct the elections.

Upon vote, the motion carried unanimously 7 to 0.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation

   a. Celebration of Artists

Jeff Tyne, Interim Community Services Director, presented regarding the Celebration of Artists display in the Art Gallery.

3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)

Carl Swenson, City Manager, informed Council that their Agenda packet contains information related to the following items:

a. Spring Events
b. Students with Aspiring Goals Program (SWAG)
c. Fill the Boot Fundraiser
d. City of Peoria 2011 PACE Conference - 100th Arizona Town Hall Background Report

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended.

Councilmember Carlat reported on the various City of Peoria activities she attended.

Councilmember Rivero reported on the various City of Peoria activities he attended.

Councilmember Pearson reported on the various City of Peoria activities he attended.

Councilmember Evans reported on the various City of Peoria activities she attended. Councilmember Evans encouraged citizens to visit a new business opening in Peoria called "All in the Game", located near the Peoria Sports Complex. "All in the Game" opens for business on Sunday, April 22, 2012.

Reports from the Mayor:

Mayor Barrett reported that Relay for Life will be held on April 28th, 2012 at the Peoria Sports Complex. Mayor Barrett informed that this year he will be wearing a purple shirt to indicate that he is now a cancer survivor. Mayor Barrett encouraged citizens to attend Relay for Life and donate $5.00 to take a swipe out of his hair.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:47 p.m.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Regular Meeting of the City Council of Peoria, Arizona held on the 17th day of April, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 1st day of May, 2012.

(Seal)

_____

Wanda Nelson, City Clerk

Agenda Item: 2C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: 2 April 2012 Council Meeting Date: 1 May 2012

TO: Carl Swenson, City Manager

FROM: Stacy Irvine, Acting Fire Chief

SUBJECT: FEMA Grant: Staffing for Adequate Fire and Emergency Response

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Purpose:
Discussion and possible action to approve the grant submittal for a U.S. Department of Homeland Security, FY 12 Staffing for Adequate Fire and Emergency Response Grant.

Background/Summary:
The U.S. Department of Homeland Security is funding the FY 12 Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The purpose of the SAFER Grant is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire and fire-related hazards. The Fire Department has identified a need to augment staffing at the Lake Pleasant Fire Station. The grant application requests funding to support six full-time firefighters, this will create a part-time four member ALS Engine Company at the Lake Pleasant Fire Station.

The current staffing model at Lake Pleasant is an Advanced Life Support (ALS) Brush Truck with two firefighters (rovers and overtime), working 8-hours in the winter months (October-March) and 12-hours in the summer months (April – September). Personnel funded through this grant will enable the Fire Department to increase two-person staffing to four-person staffing during peak call hours timeframes. During the non-peak call hours there would be two firefighters staffing the station.

Season	Current Staffing	Staffing with Grant
October – March	2 firefighters/8 hours per day 0800 to 1600 hours	4 firefighters/8 hours per day, 0800 to 1600 hours 2 firefighters 16 hours per day, 1600 to 0800 hours
April – September	2 firefighters/12 hours per day 0800 to 2000 hours	4 firefighters/12 hours per day, 0800 to 2000 hours 2 firefighters 12 hours per day, 2000 to 0800 hours

The SAFER Grant funds will cover the six firefighter's salary and benefits for two years. There is no match requirement from the local jurisdiction; however, the City would be responsible for fully funding the positions beginning in FY2015. The City requested grant funding in the following amounts:

Budget Item: Six Fire Fighters	First Year	Second Year
Personnel	$289,800	$304,200
Benefits	$165,600	$170,400
Grant Request per year	$455,400	$474,600

The total grant request for the two-year contract period is $930,000.

Options:

A: The Council could act to approve the SAFER Grant application request for $930,000 to hire six firefighters.

B: The Council could decline to approve the SAFER Grant application

Staff's Recommendation:
Considering the volume and severity of the incidents at Lake Pleasant and the surrounding area, staff recommends that the Mayor and Council approve the SAFER Grant application to obtain $930,000 to hire six firefighters.

Fiscal Analysis:
If the City is awarded the grant and Council accepts the award, the fiscal impact is estimated to be approximately $575,000 per year beginning in FY2015. The likely source for funding is the General Fund.

Narrative:
Staff requests that Council approve submitting the SAFER Grant application for the purpose to hiring six firefighters for the Lake Pleasant Fire Station. Grant funds will fully cover salary and benefits of the new fire fighters for two years. Grant request totals $930,000.

Contact Name and Number: Stacy Irvine, Acting Fire Chief, x7380

Agenda Item: 3C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 16, 2012 **Council Meeting Date:** May 1, 2012

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: COPS Hiring Program Grant

Purpose:

This is a request for City Council to approve the grant submittal for the U.S. Department of Justice, FY12 Community Oriented Policing Services (COPS) Hiring Program Grant.

Background/Summary:

The U.S. Department of Justice is funding the FY12 COPS Hiring Program Grant. The purpose of the COPS Hiring Program Grant is to enhance public safety by utilizing community policing to increase crime prevention and assisting with full-time sworn officer staffing needs throughout agencies nationwide. The grant application requests partial funding for three additional full-time sworn police officer positions.

The additional officers requested will work in partnership with other local groups to enhance community oriented policing issues. The Peoria Police Department will add, train and assign additional officers to areas of concern who will focus on building trust within the community by working with schools, faith based community partnerships and School Resource Officers for a holistic approach to community oriented policing.

The COPS Hiring Program Grant will partially fund three police officer positions for three years with a required match from the City of Peoria. The City would be responsible for fully funding the three positions beginning in FY2016.

Previous Actions:

City Council has previously accepted funding from the U.S. Department of Justice for the COPS Hiring Program Grant.

Options:

A: The Council may act to approve the COPS Hiring Program Grant application request to hire three police officers.

B: The Council may decline to approve the COPS Hiring Program Grant application.

Staff's Recommendation:

Staff recommends that the Mayor and Council approve the COPS Hiring Program Grant application to obtain partial funding to hire three police officers.

Fiscal Analysis:
If awarded, the COPS Hiring Program Grant funds will pay a 75% portion of the three officers' salary and benefits over three years with a maximum of $125,000 per officer. The Peoria Police Department will be required to fund a 25% match in addition to any costs above $125,000 per officer. For the first three years, the Peoria Police Department will fund this match through the asset forfeiture program. After the three year duration of federal funding, the City will be required to fund these ongoing positions from the general fund.

Narrative:

This current item is in regards to the application. If grant funding is awarded, a request to accept grant funds will be sent to City Council for approval at that time.

Exhibit(s):

None

Contact Name and Number: Heather Cammarata, 623-773-7069

Agenda Item: 4C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: February 28, 2012 **Council Meeting Date:** May 1, 2012

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Intergovernmental Agreement with the City of Glendale to continue providing Law Enforcement and Security Services at the Arizona Sports and Tourism Authority Stadium

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Purpose:

This is a request for City Council to approve an Intergovernmental Agreement (IGA) between the City of Peoria and the City of Glendale to continue providing law enforcement and security services at the Arizona Sports and Tourism Authority Stadium (AZSTAS).

Background/Summary:

The renewal of this IGA extends the agreement between the City of Glendale and the City of Peoria. This agreement is for the purpose of continuing to cooperatively provide law enforcement and security services at the AZSTAS.

The AZSTAS is located within Glendale's corporate limits and Glendale has jurisdictional authority over any public safety interests in the operation of the AZSTAS. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company is managing the AZSTAS on behalf of the Arizona Sports and Tourism Authority.

The purpose of this agreement is to continue providing the means through which the parties intend to provide high-quality law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the agency assets and by addressing issues including command, control, personnel, planning and training. This Agreement will be effective through February 15, 2015 unless terminated sooner in accordance with the terms of this agreement or by mutual written consent.

Previous Actions:

City Council has previously approved the attached IGA. Previous agreements were approved in 2006 and 2009.

Options:

A: Approve the renewal of the IGA with the City of Glendale to continue providing law enforcement and security services at the Arizona Sports and Tourism Authority Stadium in Glendale, AZ.

B: Choose not to renew this agreement with the City of Glendale.

Staff's Recommendation:

Discussion and possible action to authorize the Intergovernmental Agreement between the City of Peoria and the City of Glendale to provide law enforcement and security services at the Arizona Sports and Tourism Authority Stadium.

Fiscal Analysis:

This IGA creates no fiscal impact on the City of Peoria.

Narrative:

Once approved by City Council, the agreement will be executed as needed.

Exhibit(s):

Exhibit 1: Intergovernmental Agreement

Contact Name and Number: Heather Cammarata, 623-773-7069

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF PEORIA

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Peoria ("Peoria"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Peoria Police Department ("PPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the PPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Peoria acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Peoria agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Peoria as soon as it becomes available.

3. Assigned Personnel

3.1 Peoria shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Peoria prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by PPD, and the Assigned Officers may carry other equipment authorized by PPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and PPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of PPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing worker's compensation insurance as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Glendale shall provide the workers' compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time GPD employees.

c. Except for worker's compensation and liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the PPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable PPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 Glendale shall indemnify, defend, save and hold harmless Peoria, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, 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 acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Peoria, its officers, officials, agents and employees for losses arising from the work performed by Peoria's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Peoria but, except as provided below, no unilateral media releases will be distributed by Peoria without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of PPD's Assigned Officer, PPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Peoria agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Peoria's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Peoria agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective as to Peoria immediately upon the approval and execution by Glendale and Peoria and shall remain in full force and effect until February 15, 2015.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Peoria may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Peoria not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may termination this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Recordation of Agreement. This Agreement shall be filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952(G) upon its execution.

9.10 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9.11 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Sudan and Iran

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties hereby warrant, and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

[*signatures appear on the following pages*]

CITY OF GLENDALE

_____

Ed Beasley, City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

Craig Tindall, City Attorney

CITY OF PEORIA

BY:_____

NAME:_____

TITLE:_____

DATE:_____

ATTEST:

_____
PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Peoria is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
PEORIA CITY ATTORNEY

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5C

Date Prepared: April 16, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: George Anagnost, Presiding Judge

THROUGH: Brenda Jordan, Court Administrator

SUBJECT: Amendment, Intergovernmental Agreement, Maricopa County Superior Court, Jury Services

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Purpose:

This is a request for City Council to approve an amendment renewing the Intergovernmental Agreement for Jury Services with Superior Court of Arizona in Maricopa County, for an additional one-year term from July 1, 2011 through June 30, 2012, with the terms and conditions of the IGA entered on March 6, 2006.

Background/Summary:

On March 6, 2006, the City of Peoria, Peoria Municipal Court and the Superior Court of Arizona in Maricopa County entered into an Intergovernmental Agreement to use the services of Maricopa County Superior Court to provide a list of potential jurors for Peoria Municipal Court through the creation of a source file of names taken from the General Election Voter Registration Lists and the Department of Transportation. The initial term of the agreement was through June 30, 2010, with five one-year renewals. A Notice of Intent to renew the agreement was sent to Maricopa County Superior Court on June 30, 2010 and on April 13, 2011.

Staff's Recommendation:

Discussion and possible action to approve an amendment renewing the Intergovernmental Agreement for Jury Services with Superior Court of Arizona in Maricopa County for an additional one-year term from July 1, 2011 through June 30, 2012, with the terms and conditions of the IGA entered on March 6, 2006.

Options:

A: This is a statutory mandate and there are no other options.

Fiscal Analysis:

No additional funds requested.

Exhibit(s):

Exhibit 1: Notice of Intent to Renew IGA dated June 30, 2010
Notice of Intent to Renew IGA dated April 13, 2011
Intergovernmental Agreement for Jury Services, Maricopa County Superior Court.

Contact Name and Number: Intergovernmental Agreement for Jury Services A Con 30706C

Peoria Municipal Court
8401 W Monroe Street
Peoria, AZ 85345
623.773.7401

DATE: April 13, 2011

TO: Ernest Heitmuller
Maricopa County Jury Commission

FROM: Brenda Jordan
Peoria Municipal Court Administrator

SUBJECT: Notice of Intent to Renew IGA

In accordance with the Intergovernmental Agreement for Jury Services, the Peoria Municipal Court is giving notice of intent to renew this agreement from July 1, 2011 to June 30, 2012.

[redacted]

Brenda Jordan
Court Administrator
Peoria Municipal Court

April 13, 2011
Date

We are:

Professional Ethical Open Responsive Innovative Accountable

A CON 30706B

Peoria Municipal Court
8401 W Monroe Street
Peoria, AZ 85345
623.773.7401

DATE: June 30, 2010

TO: Ernest Heitmuller
Maricopa County Jury Commission

FROM: Brenda Jordan
Peoria Municipal Court Adminstrator

SUBJECT: Notice of Intent to Renew IGA

In accordance with the Intergovenmental Agreement for Jury Services, the Peoria Municipal Court is giving notice of intent to renew this agreement from July1, 2010 to June 30, 2010.

[redacted]
Brenda Jordan
Court Administrator
Peoria Municipal Court

6/30/10
Date

We are:

Professional Ethical Open Responsive Innovative Accountable

A CON 30706A

Terry Goddard
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR06-0220

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

☒ This agreement does not include a reference to Governor's Executive Order #2005-30.

Dated this 6th Day of March, 2006

TERRY GODDARD
The Attorney General

[redacted]
Assistant Attorney General

NO. 28235
Filed with the Secretary of State
Date Filed: 5/16/06
Secretary of State
By:

A CON 30706

384680

INTERGOVERNMENTAL AGREEMENT FOR JURY SERVICES

(Secretary of State #_____, Filed_____)

THIS AGREEMENT MADE AND ENTERED INTO THIS ___day of _____, 2006 by **the City of Peoria, Peoria Municipal Court**, and the **Superior Court of Arizona in Maricopa County (Superior Court)**.

WITNESSETH:

WHEREAS the parties have the authority to enter into this Agreement pursuant to A.R.S. §11-952 (L) et seq.;

WHEREAS the **City of Peoria** desires to use the services of **Superior Court** in providing jurors for **City of Peoria Municipal Court**; and

WHEREAS **Superior Court** agrees to provide the desired services on the terms and conditions hereinafter set forth.

IT IS MUTUALLY AGREED AS FOLLOWED:

(l) That **Superior Court** will identify the potential jurors for **Peoria Municipal Court** through the creation of a source file of names taken from the General Election Voter Registration Lists and the Department of Transportation. **Superior Court** shall provide the list of potential jurors to **Peoria Municipal Court** upon request, and **Peoria Municipal Court** will pay **Superior Court** a fee to be determined by **Superior Court** based on the actual costs of labor and materials to generate and deliver said list.

(2) That **Peoria Municipal Court** agrees that all information accessed by employees of **Peoria Municipal Court** using any automated jury management system provided by **Superior Court** shall be kept strictly confidential and used exclusively for jury management purposes. **Peoria Municipal Court** further agrees to comply with the Minimum Accounting Standards and Generally Accepted Accounting Principles related to financial transactions involving jurors.

(3) This Agreement will remain in effect from July 1, 2005, until June 30, 2010, for an

initial five-year period. The parties may renew this Agreement in writing for five (5) one-year terms beginning each year on July 1, 2010 and ending June 30, 2015. In order to renew this Agreement the **Peoria Municipal Court** must give a written notice of intent to renew to the **Superior Court** no later than May 14, 2010, and no later than May 14 prior to each one-year renewal term thereafter. On receipt of the Notice of Intent to Renew, the **Superior Court** will inform the **Peoria Municipal Court** by letter of proposed terms and conditions for the renewal. The **Peoria Municipal Court** will either accept or reject those terms and conditions in writing. Unless these terms and conditions are accepted or the parties negotiate compromise terms and conditions, this Agreement will terminate on June 30, 2010 and June 30 every year thereafter. Any amendments have to be in writing and must comply with A.R.S. §11-952. Upon termination, all property used in performance of this agreement shall be retained by the party owning the property or entitled to its possession.

(4) Either party may terminate this Agreement by giving written notice of not less than one hundred eighty (180) days to the other party.

(5) Pursuant to A.R.S. §35-214, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this IGA for a period of five years after completion of the IGA. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the parties shall provide the original or a legible copy of any or all such records. The parties will comply with A.R.S. §35-214 with respect to retention and production of records for audit for a period of five years after the completion of the Agreement.

(6) The **Peoria Municipal Court** shall comply with all applicable state and federal laws.

(7) Every payment and performance obligation of the **Superior Court** under this IGA is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuances of this IGA, this IGA may be terminated by the **Superior Court**. In the event this provision is exercised, the **Superior Court** shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. If this Agreement is terminated under the provisions of this paragraph, the time limits of paragraph 8 will not apply.

The parties hereto recognize that the continuation of this Agreement after the close of any given fiscal year of the **City of Peoria** is subject to the approval of the budget of the **City of Peoria** providing an appropriation covering this item as an expenditure therein. **City of Peoria** does not represent that the aforementioned budget item will actually be adopted, since such a budgetary determination is solely that of the of Peoria City Council at the time of the adoption of the budget. **City of Peoria's** fiscal years end on June 30 of each year. If funds are not allocated and available for the continuances of this IGA, this IGA may be terminated by the **City of Peoria** by giving written notice of not less than sixty (60) days to the other party. In the event this provision is

exercised, the **City of Peoria** shall not be obligated or liable for any costs incurred by **Superior Court** related to this Agreement after the expiration of the notice period.

(8) The **Peoria Municipal Court** shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The **Peoria Municipal Court** shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(9) INDEMNIFICATION AND INSURANCE:

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.

(10) The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statues or rules.

(11) Pursuant to A.R.S. §38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any party to the contract in any capacity or a consultant to any other party of the IGA with respect to the subject matter of the IGA. A cancellation made pursuant to this provision by a party shall be effective when the other party receives written notice of the cancellation unless the notice specifies a later time.

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

[redacted]

Presiding Judge, Trial Courts of
Arizona in Maricopa County

City of Peoria, a Municipal Corporation
City Manager

Presiding Judge, Peoria Municipal Court

By: Peoria City Attorney

Peoria

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR11-0037

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 16th Day of June, 2011

THOMAS C. HORNE
The Attorney General

[redacted]
Assistant Attorney General

A CON 30706C

KR11-0037

AMENDMENT 1 TO IGA FOR JURY SERVICES

On or about March 6, 2006, the City of Peoria, City of Peoria Municipal Court, and the Superior Court of Arizona in Maricopa County entered into an intergovernmental agreement for Jury Services ("IGA"). The initial term of the agreement was through June 30, 2010, with five one-year renewals.

Pursuant to paragraph 3 of the IGA, the parties may renew this agreement for an additional one-year term, commencing the first day of July, 2010 with future requests for one-year terms through June 30, 2015. The parties agreed via correspondence to renew the IGA for a one-year period from July 1, 2010 through June 30, 2011.

The City of Peoria Municipal Court has notified the Superior Court of its intent to renew for an additional one-year term pursuant to paragraph 3 of the IGA. The Superior Court agrees to renew the IGA under the same terms and conditions for an additional one-year term from July 1, 2011 through June 30, 2012.

This Amendment renews the Jury Services IGA for the City of Peoria Municipal Court for an additional one-year term, from July 1, 2011 through June 30, 2012, with the terms and conditions of the IGA entered on or about March 6, 2006.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

PEORIA MUNICIPAL COURT	SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY
_____	_____
George Anagnost Presiding Judge Peoria Municipal Court	Hon. Norman J. Davis Presiding Judge Superior Court in Maricopa County
ATTEST:	ATTEST:
_____	_____
City Clerk	

In accordance with the requirements of Arizona Revised Statute § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to the 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.

APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
City Attorney	Assistant Attorney General

A CON 207066

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C

Date Prepared: April 9, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director/CFO

THROUGH: Susan Thorpe, Deputy City Manager

SUBJECT: Amended Lease – Arizona Broadway Theatre

Purpose:

This is a request for City Council to authorize the City of Peoria to enter into an amended lease with KLOS Enterprises, LLC (Arizona Broadway Theatre) for the approximately four acres of real property owned by the City located at 7701 West Paradise Lane and to authorize the City Manager to execute the lease documents.

Background/Summary:

The City entered into a 25 year ground lease with KLOS Enterprises, LLC (Arizona Broadway Theatre) in May 2003. The lease provides for 3 five year extensions for a possible total lease term of 40 years. The project is a 40,000 square foot facility on approximately four acres of land. The use is a quality dinner theatre with ancillary meeting and conference room space.

The proposed amendment would be the seventh amendment to the lease agreement. The first two amendments clarified language to facilitate financing of the property and waived certain excess insurance requirements. Each of the subsequent amendments deferred lease payments during the theatre's first several years of operation. This seventh amendment provides further deferral of lease payments for twelve months while staff continues negotiations with the theatre. At the Council's March 15, 2012 Study Session, Council consensus was for staff to bring an amended lease to Council for formal action. The deferral of lease payments for twelve months provides staff with additional time to continue negotiations with Arizona Broadway Theatre, to analyze the current property lease arrangements, and to arrive at a future recommendation for Council consideration. As such, staff has prepared an amendment to the existing lease incorporating the following.

<u>25 year term of lease</u>

- 2008 thru 3/31/2013 - no lease payments due
- 4/1/2013 thru 12/31/2017 – $ 6,000 per month
- 1/1/2018 thru 12/31/2022 – $ 6,400 per month
- 1/1/2023 thru 12/31/2027 – $ 6,700 per month

- 1/1/2028 thru 12/31/2032 – $ 7,400 per month

Previous Actions:

2003 Original Lease
$0.48/sq ft based on 182,694 sq. ft.
$7,300 / month = $87,700/year
CPI escalator each year

Square Footage Adjustment
Adjusted square feet to comply with "net" sq ft definition – removed easements.

December 2007 Amendment
Change from $/sq. ft. to monthly lease amount
35% reduction in cost of lease
Deferred 2008 and 2009 lease payments
1st payments due in 2010 of $3,900/month = $46,800/year

January 2010 Amendment
Deferred 2010 Lease Payments
1st payments due in 2011 of $3,950/month = $47,400/year

December 2010 Amendment
Deferred payments due in the 1st six months of 2011
1st payments due in July 2011 of $3,950/month = $23,700 for the 2nd six months of 2011

June 2011 Amendment
Deferred last 6 months of 2011
1st payments due in January 2012 of $4,900/month = $58,800/year

December 2011 Council Action
City to not charge lease payments for Jan-March 2012
1st payments due April 1, 2012
Still $4,900/month = $58,800/year
January 2013 increases to $5,500/month = $66,000/year

March 2012 Council Action
City to defer lease payments otherwise due for one year
Staff to continue negotiations with ABT

May 2012 Amendment
Deferred all lease payments due for one year from March 2012

1st payments due in April 2013 of $6,000/month = $72,000/year

Options:

A: Approve the amended lease with Arizona Broadway Theatre.

B: Do not approve the amended lease with Arizona Broadway Theatre.

Staff's Recommendation:

Staff recommends that Council authorize the City of Peoria to enter into the attached amended lease with KLOS Enterprises, LLC (Arizona Broadway Theatre) for the approximately four acres of real property owned by the City located at 7701 West Paradise Lane and to authorize the City Manager to execute the lease documents.

Fiscal Analysis:

The amended lease defers lease payments to future years. The total amount due under the lease and the net present value of lease payments remains approximately equivalent to payments due under the current lease agreement.

Exhibit 1: Lease Amendment

Contact Name and Number: Brent Mattingly, Finance Director/CFO

When recorded return to:

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

THIRD AMENDMENT TO RESTATED LEASE AGREEMENT

THIS Third Amendment to Restated Lease Agreement dated January 19, 2010 (ACON17903D) ("Restated Lease") is made on the _____ day of May 2012 by and between the City of Peoria, Arizona, an Arizona municipal corporation ("Lessor"), and KLOS Enterprises, LLC, an Arizona limited liability company ("Tenant").

RECITALS

A. Lessor believes that Tenant's business activities significantly improve the welfare and quality of life of the City.

B. Lessor also believes that it would be beneficial for the City to discuss and consider revisions to the current lease agreement with Arizona Broadway Theatre that will incorporate both the theatre's ongoing interests as well as the City's best interests.

C. Given the above-mentioned, Lessor, in the best interest of the City is willing to defer the lease payments due through March 31, 2013 and Tenant agrees to fully comply with all of its obligations under the Restated Lease.

D. Lessor's deferral of the lease payments includes interest earnings to Lessor on the deferred payments.

NOW, THEREFORE, the parties agree to amend the Restated Lease as follows:

AGREEMENT

1. SECTION 4-RENT

Section 4.1 is hereby amended as follows:

4.1 Rent. Tenant shall pay Rent to Lessor during each Lease Year, payable in twelve (12) equal monthly installments, in advance, on the first day of each calendar month, commencing on the Commencement Date of the lease agreement, in accordance with the following schedule:

Lease Year	*Rent due per month*
Effective Date thru 2007	As provided in the Restated Lease
2008 thru March 31, 2013	No lease payments due
April 1, 2013 thru December 31, 2017	$ 6,000
2018 thru 2022	$ 6,400
2023 thru 2027	$ 6,700
2028 thru 2032	$ 7,400
If extended:	
2033 thru 2037	$ 7,700
2038 thru 2042	$ 8,500
2043 thru 2047	$ 9,100

2. **FULL FORCE AND EFFECT.** As modified and amended hereby, Lessor and Tenant each ratifies and affirms the terms of the Restated Lease. Except as expressly modified herein, the Restated Lease remains in full force and effect.

3. **BINDING.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors in interest and assigns and shall run with the land, both as respects benefits and burdens created herein.

4. **COUNTERPARTS.** This Amendment may be executed in separate counterparts, with signature to one being deemed signature to each such counterpart, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first listed above.

CITY SIGNATURE PAGE

"LESSOR"

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By:_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2012, by Bob Barrett, Mayor of the City of Peoria, Arizona, an Arizona municipal corporation, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

TENANT SIGNATURE PAGE

"TENANT"

KLOS ENTERPRISES, L.L.C., an
Arizona limited liability company

By:_____
Name: Ronald L. Klaphake
Title: Chief Executive Officer

STATE OF MONTANA)
) ss:
COUNTY OF RAVALLI)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2012, by Ronald L. Klaphake, Chief Executive Officer of KLOS ENTERPRISES, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

LEASEHOLD MORTGAGEE CONSENT PAGE

Leasehold Mortgagee hereby unconditionally consents to the Parties' execution of this Lease as of the day and year first written.

"LEASEHOLD MORTGAGEE"

CIENA CAPITAL, LLC, a Delaware limited liability company

By:_____
Name:
Title:
Address: 212 S. Tryon Street
Suite 1560
Charlotte, NC 28202

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2012, by Cynthia C. Herring, Senior Vice President and Director of Loan Servicing, of CIENA CAPITAL, LLC, a Delaware limited liability, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

LEASEHOLD MORTGAGEE CONSENT PAGE

Leasehold Mortgagee hereby unconditionally consents to the Parties' execution of this Lease as of the day and year first written.

"LEASEHOLD MORTGAGEE"

SOUTHWESTERN BUSINESS FINANCE CORPORATION, an Arizona corporation

By:_____

Name: Robert D. McGee
Title: President
Address: 3200 N. Central Avenue
Suite 1550
Phoenix, Arizona 85012

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2012, by William T. Brice, Portfolio Manager, of SOUTHWESTERN BUSINESS FINANCE CORPORATION, an Arizona corporation, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C

Date Prepared: April 10, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director/CFO

THROUGH: Susan Thorpe, Deputy City Manager

SUBJECT: Amendment to the Principles of Sound Financial Management to Incorporate Written Procedures for Tax-Advantaged Bonds

---

Purpose:

This is a request for City Council to adopt Resolution No. 12- 51 approving the amended Principles of Sound Financial Management by incorporating Appendix B establishing written procedures for tax-advantaged bonds.

Background/Summary:

The IRS has started asking debt issuers whether their political subdivision has adopted written procedures to monitor certain tax matters related to the debt of their jurisdiction. This is a relatively recent initiative that is incorporated in a series of questions included in IRS Form 8038 that must be filed with each borrowing transaction. The City's bond counsel has advised that a written procedure should be added to the City's financial policies.

IRS Form 8038 must be filed with the Internal Revenue Service by any political subdivision incurring debt if the debt is tax-exempt. It is this tax-exemption that allows political subdivisions to borrow at lower rates as investor/lenders factor in the effect of not having to pay income taxes when determining interest rates. Investor/lenders rely on opinions of nationally recognized law firms (bond counsel) that the IRS will not challenge the fact that taxes are not being paid on the interest income. One of the things bond counsel must confirm to give such an opinion is that the appropriate IRS Form 8038 has been or will be timely filed.

In September 2011, the IRS promulgated a new version of Form 8038 adding boxes that permit an issuer to indicate whether established written procedures have been established to help insure the political subdivision is complying with requirements of the IRS code. While there is no absolute requirement that procedures be established, it is believed that the IRS would not look favorably on the fact that the boxes were not checked in the case of an audit or other review of the debt which is the subject of the Form.

The written procedures that are provided as the new Appendix B to the City's Principles of Sound Financial Management address how the City will monitor compliance with the IRS Code.

Previous Actions:

In November 2010 the City Council last updated the Principles of Sound Financial Management (POSFM) document that was originally adopted in 2000. The Principles of Sound Financial Management establishes guidelines for the city's overall fiscal planning and management. These principles are intended to foster and support the continued financial strength and stability of the City of Peoria as reflected in its financial goals. Following these principles enhances the city's financial health as well as its image and credibility with its citizens, the public in general, and bond rating agencies.

Options:

A: Approve the amended Principles of Sound Financial Management.

B: Do not approve the amended Principles of Sound Financial Management.

Staff's Recommendation:

Staff recommends that Council approve Resolution No. 12-51 adopting the amended Principles of Sound Financial Management and incorporating new procedures for tax-advantaged bonds.

Fiscal Analysis:

There is no direct financial impact to this action.

Exhibit 1: Resolution No. 12-51
Exhibit 2: Principles of Sound Financial Management - Appendix B

Contact Name and Number: Brent Mattingly, Finance Director/CFO

RESOLUTION NO. 2012 -51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING GUIDELINES AND POLICIES GOVERNING THE OVERALL FISCAL PLANNING AND MANAGEMENT OF THE CITY'S FINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Peoria determine that is in the public interest to provide for guidelines to govern the overall fiscal planning and management of the City's finances.

WHEREAS, the Chief Financial Officer exercises the day to day authority over the management of the City's finances.

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

SECTION 1. ADOPTION OF THE PRINCIPLES OF SOUND FINANCIAL MANAGEMENT.

That the Mayor and Council adopt and approve the policies attached as Exhibit "A" as official guidelines for the management of the finances of the City of Peoria.

SECTION 2. RESPONSIBILITY OF THE CHIEF FINANCIAL OFFICER.

That the Chief Financial Officer is authorized and directed to manage the City's finances in accordance with these adopted guidelines and policies.

SECTION 3. EFFECTIVE DATE.

This resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of May, 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA

PRINCIPLES OF SOUND FINANCIAL MANAGEMENT

Revised May 1, 2012

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Adoption Resolution

Introduction

The city has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities. In these times of tight budgets, of major changes in federal and state policies toward local government, and of limited growth in the city's tax base, the city needs to ensure that it is capable of adequately funding and providing those government services desired by the community. Ultimately, the city's reputation and success will depend on the public's awareness and acceptability of the management and delivery of these services.

These adopted Principles of Sound Financial Management establish guidelines for the city's overall fiscal planning and management. These principles are intended to foster and support the continued financial strength and stability of the City of Peoria as reflected in its financial goals. The city's financial goals are broad, fairly timeless statements of the financial position the city seeks to attain:

- To deliver quality services in an affordable, efficient and cost-effective basis providing full value for each tax dollar.

- To maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the City of Peoria.

- To have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the city's residents.

- To maintain a high bond credit rating to ensure the city's access to the bond markets and to provide assurance to the city's taxpayers that the city government is well managed and financially sound.

Following these principles will enhance the city's financial health as well as its image and credibility with its citizens, the public in general, bond rating agencies and investors. To achieve these purposes as the City of Peoria continues to grow and develop, it is important to regularly engage in the process of financial planning including reaffirming and updating these financial guidelines. Policy changes will be needed as the city continues to grow and become more diverse and complex in the services it provides, as well as the organization under which it operates to provide these services to its citizens.

Policy 1
Fiscal Planning and Budgeting

Fiscal planning refers to the process of identifying resources and allocating those resources among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the city's budget. It is increasingly important to incorporate a long-term perspective and to monitor the performance of the programs competing to receive funding.

1.01 The City Manager shall submit to the City Council a proposed annual budget, based on Council's established goals, and shall execute the budget as finally adopted, pursuant to Title 42, Chapter 17, Article 3, Section 17105 of the Arizona Revised Statutes, as amended. The city will budget revenues and expenditures on the basis of a fiscal year which begins July 1 and ends on the following June 30. The City Council shall adopt the budget for the following fiscal year no later than June 30. If the budget is not adopted before June 30, the Council shall adopt a continuing resolution to allow the city to expend funds until the budget is adopted.

1.02 The city will prepare a five-year long-range financial forecast that will incorporate both revenue and expenditure estimates for the city's major operating funds. The five year revenue forecast will identify revenues that are anticipated to be sustainable over the five year period. The five-year long-range forecast will be updated annually and presented to the City Council during the city budget process.

1.03 The city will prepare a budget in accordance with Government Finance Officers Association policies and best practices and the Government Finance Officers Association in its Distinguished Budget Award Program. The proposed budget will contain the following:

a) Revenue estimates by major category, by fund;
b) Expenditure estimates by program levels and major expenditure category, by fund;
c) Estimated fund balance by fund;
d) Debt service, by issue, detailing principal and interest amounts.
e) Proposed personnel staffing levels;
f) A detailed schedule of capital projects;
g) Any additional information, data, or analysis requested of management by the City Council.

1.04 The city maintains its financial records in accordance with accounting principles generally accepted in the United States of America known as GAAP. Although the city's budget is prepared on a modified cash basis that differs from GAAP, the city will attempt to minimize these differences between the budget basis of accounting and GAAP.

1.05 The operating budget will be based on the principle that current operating expenditures, including debt service, will be funded with current revenues. Funds will pay the indirect cost charges for services provided by another fund. The budget will not use one-time

(non-recurring) sources to fund continuing (recurring) uses, postpone expenditures, or use external borrowing for operational requirements. The budget will incorporate the best available estimates of revenues and expenditures.

1.06 A system will be used to facilitate position control. The number of full-time and regular part-time employees on the payroll shall not exceed the total number of positions authorized by the City Council. Pursuant to Personnel Administrative Regulation 5.13.6 additional temporary appointment of employees can be made with the approval of the City Manager. The budget will identify the resources required to support the authorized staffing.

1.07 Performance management will be utilized in the budget process to insure alignment with Council goals and organization strategic efforts. Performance data will be used to support budgetary decisions. Measures will be developed regarding the city's efficiency and effectiveness. A system will be used to monitor and report on the progress of key performance measures.

1.08 Ideas for improving the efficiency and effectiveness of the city's programs and the productivity of its employees will be considered during the budget process.

1.09 Unspent appropriations for significant programs and major projects will be considered for reappropriation in the subsequent fiscal year. Such carryover of appropriation shall be included in the proposed budget.

1.10 The city's annual budget will include contingency appropriation to provide for unanticipated increases in service delivery costs, emergencies, and needs that may arise throughout the fiscal year. The contingency appropriation can only be expended upon separate Council action.

1.11 The city shall establish appropriate management controls to monitor expenditure budgets to ensure they do not exceed authorizations. For operating budgets, this control shall be exercised at the department/fund level. For capital budgets, this control shall be at the project level.

1.12 A quarterly report on the status of the General Fund budget and trends will be prepared and presented to the City Council within 60 days of the end of each quarter. The quarterly report shall include financial projections through the end of the fiscal year.

1.14 If a deficit is projected during the course of a fiscal year, the city will take steps to reduce expenditures, increase revenues or, if a deficit is caused by an emergency, consider using the Unassigned General Fund Balance. The City Manager may institute a cessation during the fiscal year on hirings, promotions, transfers, capital equipment purchases, and capital projects. Such action will not be taken arbitrarily or without knowledge of the City Council.

1.15 A policy will be maintained that provides for levels of approval by the City Manager and/or Council. The policy will address the transfer of expenditure authority between funds, transfer of expenditure authority over base amounts, transfer of expenditure authority to and from personnel, contractual, commodities or capital outlay accounts, transfer of expenditure authority between capital projects, transfer of expenditure authority to or from debt service accounts, and transfer of expenditure authority to or from contingency accounts.

Policy 2
Fund Balance

Fund balance is an important indicator of the city's financial position. Maintaining reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the city to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns.

2.01 In an effort to ensure the continuance of sound financial management of public resources, the City of Peoria's Unassigned General Fund Balance will be maintained to provide the city with sufficient working capital and a comfortable margin of safety to address emergencies, sudden loss of revenue or operating needs, and unexpected downturns without borrowing.

This policy establishes the amounts the city will strive to maintain in its General Fund balance, the conditions under which fund balance may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.

2.02 It is the intent of the city to limit use of Unassigned General Fund balances to address unanticipated, non-recurring needs or known and planned future obligations. Fund balances shall not normally be applied to recurring annual operating expenditures. Unassigned balances may, however, be used to allow time for the city to restructure its operations in a deliberate manner, but such use will only take place in the context of long-term financial planning.

2.03 The city will maintain an "Emergency Reserve" in the General Fund of ten percent (10%) of the average actual General Fund revenues for the preceding five fiscal years. The Emergency Reserve is for unexpected, large-scale events where damage in excess of $250,000 is incurred and immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, storm damage). Any usage of Emergency Reserves must be appropriated by the City Council. However, the City Manager may utilize these funds when immediate action must be taken to protect the health and safety of residents. When this occurs, the City Manager shall provide a summary report to the Council as soon as practical on the usage of these funds. In the event these "Emergency Reserve" funds are used, the city shall strive to restore the General Fund Emergency Reserve to the ten percent (10%) level within the next fiscal year following the fiscal year in which the event occurred.

2.04 The city will maintain an additional General Fund "Operating Reserve" with an upper goal of an additional fifteen percent (15%) of the average actual General Fund revenues for the preceding five fiscal years. The Operating Reserve is intended to be a reserve for unexpected events whose impact exceeds $500,000 such as failure of the State to remit revenues to the city, unexpected mandates, unexpected loss of State Shared revenues,

continuance of critical city services due to unanticipated events, or to offset the unexpected loss of a significant funding source for the remainder of the fiscal year.

Any use of the Operating Reserve funds must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve to the fifteen percent (15%) level within two fiscal years following the fiscal year in which the event occurred.

2.05 The city will maintain an additional General Fund "Budget Stabilization Reserve" with an upper goal of an additional ten percent (10%) of the average actual General Fund revenues for the preceding five fiscal years. The Budget Stabilization Reserve may be used to provide funding to deal with fluctuations in fiscal cycles and operating requirements that exceed $500,000. The reserve funds will provide time for the city to restructure its operations in a deliberate manner to ensure continuance of critical city activities.

Any use of the Budget Stabilization Reserve funds must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve to the ten percent (10%) level within the three fiscal years following the fiscal year in which the event occurred.

2.06 Funds in excess of the reserves described in the paragraphs above will be Unassigned General Fund Balance, unless otherwise assigned in accordance with GASB Statement #54, and may be considered to supplement "pay as you go" capital outlay and one-time operating expenditures, or may be used to prepay existing city debt. These funds may not be used to establish or support costs that are recurring in nature.

2.07 The Chief Financial Officer is authorized to classify available fund balance for specific purposes in accordance with Governmental Accounting Standards Board Statement #54. It is the policy of the city that expenditures for which more than one category of fund balance could be used, that the order of use is: Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

Policy 3
Expenditure Control

Management must ensure compliance with the legally adopted budget. In addition, purchases and expenditures must comply with legal requirements and policies and procedures set forth by the city.

3.01 Expenditures will be controlled by an annual appropriated budget at the department/fund level. The City Council shall establish appropriations through the budget process. The Council may transfer these appropriations as necessary through the budget amendment process. Written procedures will be maintained for administrative approval and processing of certain budget transfers within funds.

3.02 Department heads are responsible for monitoring expenditures to prevent exceeding their total departmental appropriation budget. It is the responsibility of these department heads to immediately notify the city's Management & Budget Department and the City Manager of any circumstances that could result in a departmental appropriation being exceeded.

3.03 The city will maintain a purchasing system that provides needed commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases shall be made in accordance with the city's procurement code, purchasing policies, guidelines and procedures and applicable state and federal laws. The city will endeavor to obtain supplies, equipment and services that provide the best value.

3.04 A system of appropriate internal controls and procedures using best practices shall be maintained for the procurement and payment processes.

3.05 The city will endeavor to make all payments within the established terms. The city shall pay applicable contractor invoices in accordance with the requirements of Arizona Revised Statutes 34-221.

3.06 The State of Arizona sets a limit on the expenditures of local jurisdictions. The city will comply with these expenditure limitations and will submit an audited expenditure limitation report as defined by the Uniform Expenditure Reporting System (A.R.S. Section 41-1279.07) along with audited financial statements to the State Auditor General within the prescribed timelines.

3.07 The City Council will pursue local override of the State expenditure limitation as provided by the State Constitution if the projected expenditures within two years are anticipated to exceed the expenditure limitation. This override will use one of the alternative expenditure options as defined in Article IX, Section 20 of Arizona law.

Policy 4
Revenues and Collections

In order to provide funding for service delivery, the city must have reliable revenue sources. These revenues must be assessed and collected equitably, timely, and efficiently.

4.01 The city's goal is a diversified General Fund revenue base which includes sales taxes, state shared revenues, and other revenue sources.

4.02 The city will strive to maintain a diversified and stable revenue base to shelter it from economic changes or short-term fluctuations by doing the following:

a) Periodically conducting a cost of service study to determine if all allowable fees are being properly calculated and set at an appropriate level.
b) Establishing new charges and fees as appropriate and as permitted by law.
c) Pursuing legislative change, when necessary, to permit changes or establishment of user charges and fees.
d) Aggressively collecting all revenues, late penalties and related interest as authorized by the Arizona Revised Statues.

4.03 The city will establish a Revenue Committee to monitor significant revenues to insure they are received timely and reported accurately. The Revenue Committee will meet periodically and will prepare a report on revenue collections, trends and updated year-end estimates.

Policy 5
Grants

Many grants require Council's appropriation of funds, either for the original grant or to continue programs after the grant funding has expired. Council should review these grant opportunities prior to determining whether application should be made for these grant funds.

5.01 The city shall apply for only those grants that are consistent with the objectives and high priority needs previously identified by Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.

5.02 The city shall attempt to recover all allowable costs – both direct and indirect – associated with the administration and implementation of programs funded through grants. The city may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

5.03 All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the city's policy objectives. When the potential for expenditures is $20,000 or more, departments should seek Council approval prior to submission of the grant application. Should time constraints under the grant make this impossible, the department shall obtain written approval to submit the grant application from the City Manager and then, at the earliest feasible time, seek formal Council approval. Council will be informed of any financial obligations that will be incurred by the city. If there is a cash match requirement, the source of funding shall be identified prior to application.

5.04 The city shall terminate grant-funded programs and associated positions when the grant has expired and funds are no longer available unless alternate funding is identified.

Policy 6
Cost of Service and User Fees

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals. The city relies on user fees and charges to supplement other revenue sources in order to provide public services.

Indirect cost charges will be assessed to reflect the full cost of identified services.

6.01 The city may establish user fees and charges for certain services provided to users receiving a specific benefit.

6.02 On a regular basis, the city will conduct a cost of service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.

6.03 User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs.

6.04 The city shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund.

Policy 7
Development Impact Fees

The Council's policy is that to the extent reasonable, growth should pay for itself. As such, the Council has adopted a schedule of development impact fees. Development impact fees are one-time charges assessed against new customers to recover their proportional share of capital costs incurred to provide service capacity for new customers. Developer contributed assets will be considered for credits against the impact fee based on a modeled value. Appropriate development fees are an important component in the overall strategy for financing capital improvements.

7.01 The city's objectives for development impact fees shall include the following:
- a) Support the reasonable cost of growth.
- b) Consider the impact of growth on existing residents.
- c) Develop cost justified development fees.
- d) Address infrastructure requirements.
- e) Promote economic development.
- f) Provide financial capacity.

7.02 In general, development impact fees must be based on a rational analysis. This analysis will include:
- a) a reasonable assessment of the impacts of growth on the city's capital needs as identified in an infrastructure improvement plan;
- b) a determination that the amount of the fee does not exceed the reasonable cost to provide capacity to accommodate growth;
- c) a separate accounting of funds collected; and
- d) an identification of potential liabilities or offsets to recognize other financial commitments resulting from development.

7.03 The city will monitor the use of impact fee credits (both offsets and reimbursements) and will track and report liabilities associated with these credits on an annual basis.

7.04 Development impact fees may be assessed for a public purpose such as:
- a) Libraries
- b) Parks, recreation facilities, trails and open space
- c) Law enforcement
- d) Fire protection
- e) General government
- f) Transportation
- g) Water
- h) Water resources
- i) Wastewater
- j) Solid Waste

7.05 The city shall conduct a review of its development impact fees on a biennial basis.

Policy 8
Capital Improvement Program

The purpose of the Capital Improvement Program is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

8.01 The City Manager will annually submit a financially balanced, multi-year Capital Improvement Program for review by the City Council pursuant to the timeline established in the annual budget preparation schedule. Submission of the Capital Improvement Program shall be consistent with the requirements of Title 42, Chapter 17, Article 3 of the Arizona Revised Statutes. The Capital Improvement Program will incorporate a methodology to determine a general sense of project priority according to developed criteria.

8.02 The Capital Improvement Program shall provide:

a) A statement of the objectives of the Capital Improvement Program and the relationship with the city's General Plan, department master plans, necessary service levels, and expected facility needs.
b) An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various city departments.
c) An estimate of each project's costs, anticipated sources of revenue for financing the project, and an estimate of the impact of each project on city revenues and operating budgets. The operating impact information shall be provided for the period covered in the city's current ten year Capital Improvement Program. No capital project shall be funded unless operating impacts have been assessed and the necessary funds can be reasonably anticipated to be available when needed.
d) For the systematic improvement, maintenance, and replacement of the city's capital infrastructure as needed.
e) A schedule of proposed debt requirements.

8.03 The city will match programs and activities identified in the Capital Improvement Program with associated funding sources.

8.04 The performance and continued use of capital infrastructure is essential to delivering public services. Deferring essential maintenance and/or asset replacement can negatively impact service delivery and increase long term costs. As such, the city will periodically assess the condition of assets and infrastructure and appropriately plan for required major maintenance and replacement needs. Efforts will be made to allocate sufficient funds in the multi-year capital plan and operating budgets for condition assessment, preventative and major maintenance, and repair and replacement of critical infrastructure assets.

8.05 The city's objective is to incorporate “Pay-As-You-Go” funding (using available cash resources) in the annual Capital Improvement Program. This will supplement funding from other sources such as IGAs, bonds, impact fees and grants.

8.06 When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using cash for projects with shorter lives and bonds for projects with longer lives facilitates “intergenerational equity”, wherein projects with long useful lives are paid over several generations using the project through debt service payments.

8.07 The first year of the adopted capital plan will be the capital budget for that fiscal year.

8.08 Staff will monitor projects in progress to insure their timely completion or the adjustment of the Capital Improvement Program as approved by Council if a project is delayed or deferred. Periodic status reports will be presented to City Council to share project progress and identify significant issues associated with a project.

8.09 Within 90 days of the completion of a capital project any remaining appropriated funds for the project will revert to the fund balance of the funding source.

8.10 The Capital Improvement Program will be updated annually as a multi-departmental effort.

Policy 9
Capital Asset Accounting and Replacement

An effective capital asset accounting system is important in managing the city's capital asset investment.

9.01 The city will maintain a schedule of individual capital assets with values in excess of $5,000 and an estimated useful life in excess of one year. All items with an original value of less than $5,000, or with an estimated useful life of one year or less, will be recorded as operating expenditures.

9.02 The city will provide replacement funding for fleet vehicles and certain computer equipment. The replacement schedule will be updated as part of the annual budget process.

9.03 The city shall maintain a listing, outside of the capital asset system, of all computers and shall conduct a periodic physical inventory of those computers.

9.04 The city's Fleet Management Division shall maintain a Fleet Master Listing of all vehicles and other large motorized equipment (road graders, backhoes, etc.). The capital asset listing for vehicles shall be reconciled to the Fleet Master Listing at least annually. Inventory control of the city's vehicles shall be maintained through the fleet maintenance program.

9.05 Other non-infrastructure capital assets of the city shall be reviewed on a three year cycle through sampling of the capital asset listing.

Policy 10
Cash Management and Investment

Cash management includes the activities undertaken to ensure maximum cash availability and reasonable investment yield on a government's idle cash, and the cash collection function.

10.01 The city shall maintain and comply with a written Investment Policy that has been approved by the City Council. The Chief Financial Officer, as Chief Investment Officer, or his designee shall invest all funds of the city according to the approved Investment Policy.

10.02 The city will collect, deposit and disburse all funds on a schedule that insures optimum cash availability for investment.

10.03 In order to obtain higher yields from its overall portfolio, the city will consolidate cash balances from various funds for investment purposes, and will allocate investment earnings to each participating fund.

10.04 Bond funds will be segregated from all other funds for arbitrage and accounting purposes.

10.05 The city will project the cash needs of the city to optimize the efficiency of the city's investment and cash management program.

10.06 The city will conduct its treasury activities with financial institution(s) based upon written contracts.

10.07 Ownership of the city's investment securities will be protected through third party custodial safekeeping.

10.08 All city bank accounts shall be reconciled and reviewed on a monthly basis.

10.09 Investment performance will be measured using standard indices specified in the city's written investment policy. The Chief Financial Officer shall provide the City Council with a quarterly investment reports.

10.10 The city's Cash Management and Investment processes will be in accordance with written internal controls and procedures.

10.11 The city will provide a cash collection, handling, training and procedures program.

Policy 11
Debt Management

The city utilizes long term debt to finance capital projects with long useful lives. Financing capital projects with debt provides for an "intergenerational equity", as the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The purpose of this debt management policy is to provide for the preservation and eventual enhancement of the city's bond ratings, the maintenance of adequate debt service reserves, compliance with debt instrument covenants and provisions, compliance with Internal Revenue Service Regulations, and required disclosures to investors, underwriters and rating agencies. These policy guidelines will also be used when evaluating the purpose, necessity and condition under which debt will be issued. These policies are meant to supplement the legal framework of public debt laws provided by the Arizona Constitution, State Statutes, City Charter, federal tax laws and the city's current bond resolutions and covenants.

The Arizona Constitution limits a city's bonded debt capacity (outstanding principal) to certain percentages of the city's secondary assessed valuation by the type of project to be constructed. There is a limit of 20% of secondary assessed valuation for projects involving water, sewer, streets, transportation, public safety, artificial lighting, parks, open space, and recreational facility improvements. There is a limit of 6% of secondary assessed valuation for any other general-purpose project.

11.01 All projects funded with city general obligation bonds or revenue bonds will only be undertaken with voter approval as required through a city bond election.

11.02 The overall debt management policy of the city will ensure that financial resources of the city are adequate in any general economic situation to not preclude the city's ability to pay its debt when due.

11.03 The city will not use long-term debt to fund current operations or smaller projects that can be financed from current revenues or resources. The city will first attempt to utilize "pay as you go" capital financing and/or the use of operating funds or impact fees where applicable.

11.04 The city does not intend to issue commercial paper (CP) or bond anticipation notes (BANs) for periods longer than two years or for the term of a construction project. If CP or a BAN is issued for a capital project, it will be converted to a long-term bond or redeemed at its maturity.

11.05 The issuance of variable rate debt by the city will be subject to the most careful review and will be issued only in a prudent and fiscally responsible manner.

11.06 The city shall attempt to combine debt issuances in order to minimize issuance costs.

11.07 Whenever the city finds it necessary to issue property tax-supported bonds, the following policy will be adhered to:

a) Tax supported bonds are bonds for which funds used to make annual debt service expenditures are derived from ad valorum (property) tax revenue of the city.
b) The target for the maturity of general obligation bonds will typically be between twenty and thirty years. The target for the "average weighted maturities" for general obligation bonds of the city will be twelve and one half (12 ½) years.
c) Generally, the city will structure general obligation bond issues to create level debt service payments over the life of the issue.
d) Debt supported by the city's General Fund will not exceed 10% of the annual General Fund revenues.
e) Secondary property tax rates will be determined each year as part of the budgetary process (pursuant to State law) to pay the necessary debt service payments of general obligation bonds currently outstanding or expected to be issued within the fiscal year.
f) In accordance with requirements of the State of Arizona Constitution, total bonded debt will not exceed the 20% limitation and 6% limitation of the total secondary assessed valuation of taxable property in the city.
g) Reserve funds, when required, will be provided to adequately meet debt service requirements in subsequent years.
h) Interest earnings on bond fund balances will only be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
i) The term of any bond will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

11.08 Revenue bonds are defined as a bond on which the debt service is payable from the revenue generated from the operation of the project being financed or a category of facilities, from other non-tax sources of the city, or from other designated taxes such as highway user's revenues, excise tax, or special fees or taxes. For any bonds or lease-purchase obligations in which the debt service is paid from revenue generated by the project and/or partially paid from non-property tax sources, that debt service is deemed to be revenue bonds and are excluded from the calculation of the annual debt service limitation. Whenever the city finds it necessary to issue revenue bonds, the following guidelines will be adhered to:

a) Revenue bonds of the city will be analyzed carefully by the Finance Department for fiscal soundness. Part of this analysis shall include a feasibility report prepared by an independent consultant prior to the issuance of utility supported revenue bonds to ensure the generation of sufficient revenues to meet debt service requirements, compliance with existing bond covenants and to protect the bondholders.
b) Revenue bonds should typically be structured to provide level annual debt service over the life of the issue.

c) Debt Service Reserve Funds should be provided when required by rating agencies, bond insurers or existing bond covenants.

d) Interest earnings on the reserve fund balances will be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.

e) The term of any revenue bond or lease obligation issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

f) The target for the term of revenue bonds will typically be between twenty and thirty years. The target for the "average weighted maturities" for revenue bonds of the city will be twelve and one half (12 ½) years.

11.09 Improvement District (ID) and Community Facility District (CFD) Bonds shall be issued only when the formation of the district demonstrates a clear and significant purpose for the city. It is intended that Improvement District and Community Facility District bonds will be primarily issued for neighborhoods desiring improvements to their property such as roads, water lines, sewer lines, street lights, and drainage. The District must provide a specific benefit to the property owner(s). The city will review each project through active involvement of city staff and/or selected consultants to prepare projections, review pro-forma information and business plans, perform engineering studies, analyze minimum debt coverage and value to debt ratios, and conduct other analyses necessary to consider the proposal against specified criteria. Both ID and CFD bonds will be utilized only when it is expected that they will be outstanding for their full term.

An expanded policy will be maintained detailing the policy and procedures of the city related to any future consideration of the formation of a Community Facilities District. Use of a CFD would require compliance with the new guidelines and procedures and specific Council approval.

11.10 Refunding bonds will be measured against a standard of the net present value debt service savings exceeding 5% of the debt service amount of the bonds being refunded, or if savings exceed $750,000, or for the purposes of modifying restrictive covenants or to modify the existing debt structure to the benefit of the city.

11.11 The investment of bond proceeds shall at all times be in compliance with the city's Investment and Portfolio Policies and meet all requirements of bond covenants.

11.12 The city shall comply with all U.S. Internal Revenue Service arbitrage rebate requirements for bonded indebtedness and will follow the written procedures for tax-advantaged bonds as outlined in Appendix B.

11.13 The city shall comply with Arizona Revised Statutes and all other legal requirements regarding the issuance of bonds and certificates of the city or its debt issuing authorities.

11.14 The city will maintain regular contact with rating agencies through telephonic conferences, meetings, or visits on and off-site. The city will secure ratings on all bonds issued when economically feasible.

11.15 The city's Finance Department shall maintain a debt profile for all bonds issued and update the profile on an annual basis. The debt profile shall include specific information regarding the size and type of debt issued, projects financed by the bonds, debt service schedules and other pertinent information related to each specific bond issue.

Policy 12
Utility Enterprise Funds

Government utility enterprises generate revenue to recover the cost of providing water, wastewater, and solid waste services. User charges are established to recover the cost of providing these services.

12.01 Separate funds will be established and maintained to properly account for each utility operation. Utility funds will not be used to subsidize the operations of other non-utility funds. Interfund charges will be assessed for the administrative support of the enterprise activity.

12.02 The city will establish rates and fees at levels that recover the total direct and indirect costs, including operations, capital outlay, unrestricted cash reserve requirements, debt service and debt coverage requirements for water, wastewater, and solid waste services. Rates will be reviewed in conjunction with the city's annual capital planning and budgeting processes.

12.03 All existing water and sewer rates and charges will be reviewed periodically to recommend necessary rate adjustments. Bond covenants may exist that require maintaining a minimum debt coverage ratio of at least 1.25 times. In order to help maintain the city's high bond rating, the recommended rates will be based on a model that projects achieving a target debt coverage ratio of 2.0 times. For financial planning purposes, the debt coverage ratios will be calculated without consideration of expansion fee revenue.

12.04 The City of Peoria's Enterprise Operating Fund working capital will be maintained to provide the city with a comfortable margin of safety to address emergencies and unexpected declines in revenue without borrowing. The cash reserve balance (working capital) goal for the water and wastewater enterprise operating funds will be at least twenty-five percent (25%) of the actual operating expenditures for the fiscal year.

12.05 The city will maintain a "Rate Stabilization Fund" in Water and Wastewater Funds of five percent (5%) of the average actual revenues for the preceding three fiscal years. The Rate Stabilization Fund can be used to moderate significant rate increases. In the event the "Rate Stabilization Fund" is used, the city shall strive to restore the Fund to the five percent (5%) level within the next three fiscal years following the fiscal year in which the fund was used.

12.06 The city will maintain an additional "Debt Stabilization Fund" with an upper goal of approximately fifty percent (50%) of the maximum annual debt service payment in the following five years. The Debt Stabilization Fund is intended to provide additional security to insure the city's ability to meet debt service obligations. In the event the Debt Stabilization Fund is used, the city shall strive to restore the fund to the defined level within the next three fiscal years following the fiscal year in which the fund was used.

12.07 The city will maintain an additional “Asset Maintenance Fund” with an upper goal equal to two percent (2%) of the enterprise fund infrastructure assets. The Asset Maintenance Fund may be used to provide funding for the repair and maintenance of critical infrastructure. In the event the Asset Maintenance Fund is used, the city shall strive to restore the fund to the defined level within the next three fiscal years following the fiscal year in which the fund was used.

12.08 Funds in excess of the reserves described in the paragraphs above may be considered to supplement "pay as you go” capital outlay and one-time operating expenditures, or may be used to prepay existing city debt. These funds may not be used to establish or support costs that are recurring in nature.

12.09 A rate stabilization fund will be established for the water and wastewater funds if the city issues variable rate debt. The goal of the stabilization fund will be to be sufficient to support the use of variable rate debt within these enterprise operations.

12.10 Solid waste rates and charges will be established and reviewed periodically to ensure costs are allocated appropriately between residential and commercial solid waste services. Both the residential and commercial programs will independently support themselves, creating sufficient revenues to recover expenditures and maintain specified cash balances (working capital). The working capital goal for the residential and commercial solid waste enterprise funds is twenty percent (20%) of the actual operating expenditures for the current fiscal year.

Policy 13
One Half-Cent Sales Tax

The Council has established a special one-half cent sales tax designated primarily for debt service, reserves, and capital needs. These funds will be recorded and expended separately.

13.01 The city maintains a separate One Half-Cent Sales Tax Fund. It is important that the revenues and expenditures be budgeted and accounted for separately for the additional one-half (½) cent included in the city's sales tax.

13.02 Revenues from the city's total sales tax shall be presented in the budget in a manner that a distinction is made between the one (1) cent sales tax and the one-half (½) cent sales tax. In addition, a tracking system will be maintained for the expenditures of the one-half (½) cent sales tax.

13.03 Definitions

a) Capital Expenditures – The cost of an acquisition or repair to property where the property or improvements have a useful life extending substantially beyond one year.

b) Economic Development Expenditures – Costs associated with promoting revenue-generating activities, quality job creation, vital economic development projects, and other efforts consistent with Policy #14 – Economic Development.

c) Community Promotions Expenditures – Costs associated with enhancing the image of the community, including special cultural and community events that encourage revenue-producing activities.

d) Municipal Development Authority – The Peoria Municipal Development Authority (MDA) and the Peoria Municipal Sports Complex Authority (MSCA) are non-profit municipal property corporations organized to issue bonds and to enter into lease agreements with the city. Agreements with the MDA and MSCA require the city secure the lease (debt service) payments on bonds with the city's excise taxes.

e) Debt Service – The payment on a semi-annual or other basis of lease payments under a lease between the city and a municipal property corporation (MDA or MSCA), wherein the lease payments equal the debt service payments on bonds issued by the MDA or MSCA.

13.04 One-Half Cent Expenditures & Reserves

Use of One-Half Cent Sales Tax funds shall be prioritized as follows:

First Priority – Debt Service
The debt service for those MDA bonds for which the payment source is one-half (½) cent sales tax revenues including administrative, accounting and legal costs connected with the bond payment.

Second Priority – Fund Balance
The One-Half (½) Cent Sales Tax Fund balance will include the following:

a) One-Half (½) Cents Sales Tax Debt Service Reserve
This reserve should be $1 million for outstanding bonds being paid from the one-half (½) cent sales tax.

b) One-Half (½) Cents Sales Tax Reserve
An additional reserve goal for the fund is thirty-five percent (35%) of the average actual revenues for preceding five fiscal years. The reserve shall not normally be applied to recurring needs or known and planned future obligations. Rather, this reserve may be used to fund temporary needs in an emergency, to maintain critical city services due to unanticipated events or unexpected loss of revenues, or to provide funding to deal with fluctuations in fiscal cycles and operating requirements. Use of these reserve funds must be approved by the City Council. To the extent these reserves are expended, the city will make every effort to decrease its Half-Cent expenditures as necessary to prevent the continued use of reserves. Additionally, the city will, through multi-year financial projections, prepare a plan to restore this reserve within the three fiscal years following the fiscal year in which the use of reserves occurred.

Third Priority – Capital, Economic Development and Community Promotions
Remaining funds from the one-half (½) cent sales tax not utilized for debt service or in reserves can be used for capital, economic development, and community promotions expenditures.

Fourth Priority – Specific City Operational Expenditures
Certain specific operational expenditures may be identified by Council through the annual budget process to be funded through the one-half (½) cent sales tax revenues.

13.05 The following criteria will be used in evaluating Capital, Economic Development, and Community Promotions projects for which one-half (½) cent sales tax revenue can be used.

a) Projects where a city match is needed to obtain outside funds.

b) Projects which construct infrastructure, assemble land, or expend funds as investment in development or community promotions that will serve as a catalyst for, or assist in the creation of, revenue producing economic development for the city.
c) Projects which have a community wide or area wide benefit.
d) Projects which save General Fund expenditures normally used for operations.
e) Projects which would result in the city not having to sell bonds in order to finance such projects.

13.06 Any Utility Enterprise Fund projects funded from the one-half (½) cent sales tax would have to be repaid to the One-Half Cent Sales Tax Fund from the particular utility enterprise fund. An annual accounting of the expenditures and repayments from the utility enterprise funds will be presented to Council as part of the annual budget process.

Policy 14
Economic Development

The Council has established economic development objectives that support encouraging, initiating, and participating in certain types of economic development efforts that create job opportunities and diversify and strengthen the local economy.

14.01 The city will expand and diversify its economic base by attracting and expanding targeted industries to the city identified in the city's economic development implementation strategy. Special emphasis will be given to targeted industries that will employ the local labor force in professional, technical and skilled labor positions. Such business and industry will be sited and developed in accordance with the plans, policies and ordinances of the city.

14.02 The objective of the city's economic development implementation strategy is to encourage value-added development and accrue public benefits to the City of Peoria. A public benefit may include:

a) Enhancing the financial position of the city by increasing the targeted employment base, creating quality jobs, and increasing property assessed valuation or general and special use tax revenues.
b) Constructing capital improvements that enhance the basic infrastructure of the city
c) Growing and/or expanding targeted industries in the city that create jobs.
d) Encouraging the redevelopment of unused or underutilized properties into targeted development classes, possibly through the use of public/private partnerships.

14.03 An important city goal is to create value added, higher pay employment opportunities for its residents by recruiting businesses in the city.

14.04 The city will endeavor to achieve a 25% non-residential property tax base by increasing the number of commercial/industrial businesses in the city.

14.05 Development incentives for non-residential projects shall be applied consistent with State law and prove to have public benefits consistent with the city's economic development goals and implementation strategy.

14.06 Targeted industries, as identified in the city's economic development implementation strategy, may be considered for special emphasis when the project demonstrates at least one of the following:

a) Provides quality direct employment opportunities for Peoria citizens.
b) Provides additional indirect employment opportunities through primary and secondary employment generation to Peoria residents.
c) Results in significant increase in property tax revenues accruing to the city.
d) Results in goods and/or services being purchased within Peoria.

e) Expands the labor base with jobs tied to targeted industries.
f) Provides needed public infrastructure.
g) Offers unique recreational opportunities or cultural enhancements for the residents of Peoria.
h) Expands the economic base of the city by locating new targeted industries within the city.

14.07 The city may consider a variety of development incentives that clearly benefit the city. Incentives to pursue economic development objectives and implementation strategies may include, but are not limited to, one or more of the following:

a) Formation of improvement districts.
b) Formation of Community Facilities Districts.
c) Intergovernmental Agreements (IGAs) with other agencies for projects which will provide benefit to multiple jurisdictions.
d) Use of Industrial Development Authority Bonds.
e) Use of development mechanisms available to the city in redevelopment districts, including funding opportunities where appropriate.
f) Use of State of Arizona Enterprise Zone Tax Credits.
g) Reimbursement, deferral and/or waiver of certain fees and charges.
h) Use of Enterprise Zones, Foreign Trade Zones, or other incentive based zones as approved by City Council.
i) Provision for allowing credits for off-site public infrastructure development costs against future city transaction privilege tax revenues.
j) Direct financial assistance to a private for profit or non-profit entity or business.
k) Lease or acquisition of real property to facilitate economic development or redevelopment.
l) Lease or acquisition of personal property for economic development.
m) Work force training assistance to a business or company.
n) Provision of expedited plan review, development agreement processing, and permit processing.

Business assistance incentives will be focused primarily on targeted industries. Real estate investments will be focused primarily in targeted investment zones.

14.09 Economic Development incentives shall typically be "performance based" so that the recipient only receives the incentive if its performance meets selected criteria set forth in the development agreement. Other guidelines may apply to a project, which contributes to the overall benefit of the city in other ways, (e.g. downtown revitalization or development in specific target areas).

14.10 The best returns on public investment through economic development incentives are those that have been examined carefully against the cost of public expenditure. To ensure government accountability and thoughtful long-term policymaking, an examination of the benefit to the city must be compared to the offered incentives, the need for those

incentives, and the public cost. As such, the city will conduct a fiscal impact and legal analysis of any proposed projects. The city will evaluate items such as economic costs, economic benefits, tax base impact, intrinsic benefits and levels of each type of risk that are associated with the project requesting an economic development incentive, as well as the legal compliance and financial impact of all such incentives on the city's operating and capital budgets.

14.11 The fiscal impact evaluation shall be presented to the City Council by staff. The City Council shall make the final decision concerning proposed economic development incentives, including the terms and conditions contained within any proposed memorandum of understanding or development agreement.

14.12 Certain exclusions, limitations, disclosure, and collateral requirements apply to these incentives.

a) Development incentives shall not normally be provided to offset buy-out fees to obtain release from the Certificate of Convenience and Necessity for a private water company.
b) Under current practice, future transaction privilege tax reimbursement will generally be limited to one-half (1/2) of one percent of privilege tax generated and the duration to a maximum of five to seven years.
c) Failure to operate facilities developed under a development incentive plan will require the developer to repay the city for certain amounts that may have been advanced.
d) Residential development normally will not be provided any incentive package unless a clear net benefit to the city can be demonstrated or some other public purpose is served (e.g., in-fill projects in a maturing area of the city to retain existing businesses, etc.).

14.13 The city may establish an economic development reserve fund to provide a source of funding to offset certain economic development incentives. To the extent that these reserves are expended, the city will attempt to restore the reserve fund to the established amount. These funds may not be used to support costs that are recurring in nature.

Policy 15
Risk Management

Risk management has become increasingly important in guarding against economic loss and in ensuring public safety in a time of increasing public liability and litigation. Risk management is involved in the identification, evaluation, and treatment of the city's risk.

15.01 The city shall make diligent efforts to prevent or mitigate the loss of city assets and to reduce the city's exposure to liability through training, safety, risk financing and the transfer of risk when cost effective.

15.02 When cost effective, the city shall manage its exposure to risk through self-insurance or through the purchase of traditional third-party insurance in the following areas: general liability, automobile liability, public officials' errors and omissions, police professional liability, and property loss.

15.03 When cost effective, the city will further control its exposure to risk through the use of "hold harmless" agreements in city contracts and by requiring contractors to carry liability insurance, including errors and omissions coverage for architectural, engineering, and other applicable professional firms.

15.04 Insurance reserves shall be maintained at a level which, together with any purchased insurance, will adequately indemnify the city's assets and its elected officials, officers and directors against loss. A regular study will be conducted for potential liability areas and shall be used as a basis for determining self-insurance reserves based on historical loss data. The city will strive to fully fund actual and estimated liabilities including reserves for incurred-but-not-reported (IBNR) claims.

15.05 The city will identify and disclose material contingent liabilities in the city's Comprehensive Annual Financial Report (CAFR).

15.06 Cost allocations to various funds will be based on an analysis of contributing factors.

Policy 16
Accounting, Auditing and Financial Reporting

Accounting, auditing and financial reporting form the informational infrastructure for public finance. Internal and external financial reports provide important information to the city's legislative body, management, citizens, investors and creditors.

16.01 The city will comply with accounting principles generally accepted in the United States (GAAP), as well as Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS) in its accounting and financial reporting, as contained in the following publications:

a) Codification of Governmental Accounting and Financial Reporting Standards, issued by the Governmental Accounting Standard Board (GASB) as well as earlier standard setting boards.
b) Pronouncements of the Financial Accounting Standards Board, (FASB) issued prior to December 1, 1989.
c) Governmental Accounting, Auditing, and Financial Reporting (GAAFR), issued by the Government Finance Officers Association (GFOA) of the United States and Canada.
d) Municipal Budget and Finance Manual, prepared by the League of Arizona Cities and Towns.
e) Audits of State and Local Governmental Units, an industry audit guide published by the American Institute of Certified Public Accounts (AICPA) and any applicable Statements of Position (SOPs) and Statements of Auditing Standards (SASs) issued by the AICPA.
f) Government Auditing Standards (also know as the Yellow Book), issued by the Controller General of the United States.
g) Circular A-133, issued by the U.S. Office of Management and Budget (OMB).

16.02 Monthly financial reports will be made available to all departments summarizing financial activity and comparing actual revenues and expenditures with budgeted amounts.

16.03 A system of internal accounting controls and procedures will be maintained to provide reasonable assurance of the safeguarding of assets, the proper recording of financial transactions of the city, and compliance with applicable laws and regulations.

16.04 In accordance with State law and City Charter requirements, a comprehensive financial audit, including an audit of federal grants according to the Single Audit Act and the OMB Circular A-133, will be performed annually by an independent public accounting firm, with the objective of expressing an opinion on the city's financial statements. The city will prepare its financial statements in accordance with applicable standards and will account for its operations in a manner consistent with the goal of obtaining an unqualified opinion from its auditors.

16.05 The city will prepare a Comprehensive Annual Financial Report (CAFR) in accordance with the principles and guidelines established by the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program. Staff will endeavor to provide the CAFR, the Single Audit, and the Management Letter to the City Council for a November Council meeting each year for the preceding fiscal year or as required by the Arizona Revised Statues or City Charter. Staff will endeavor to provide the CAFR to the Government Finance Officers Association by December 31 of each year for review in the Certificate program.

16.06 All departments will provide notice of all significant events and financial and related matters to the Chief Financial Officer for the city's annual disclosures, as required by the SEC Rule 15c2-12, for the municipal markets, financial statements and bond representations. A listing of significant events is included in Appendix A to this document. The Chief Financial Officer will notify all Nationally Recognized Municipal Securities Information Repositories of these significant events.

16.07 The city's Comprehensive Annual Financial Report (CAFR) will include the bond related on-going disclosure requirements and will fully disclose all significant events and financial and related issues. The city will provide the CAFR to the bond rating agencies, municipal bond insurers, national bond disclosure repositories and other interested parties.

Policy 17
Policy Review

By their nature policies must change and evolve over time. As with any other policies, these financial policies should be subject to periodic review and revision.

17.01 The City Council will periodically review and affirm the financial policies contained in this document.

Appendix A
Reporting of Significant Events (Continuing Disclosure Requirements)

If knowledge of the occurrence of a listed event would be material to the city, the city shall promptly file a "Notice of Material Event" with the Municipal Securities Rulemaking Board and with each depository. The following events are defined as significant events with respect to municipal securities.

1) Principal and interest payment delinquencies;
2) Non-payment related defaults, if material;
3) Unscheduled draws on debt service reserves reflecting financial difficulties;
4) Unscheduled draws on credit enhancements reflecting financial difficulties;
5) Substitution of credit or liquidity providers or their failure to perform;
6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed of final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determination with respect to the tax status of the security, or other material events affecting the tax-exempt status of the securities;
7) Modifications to rights of holders (i.e. owners), if material;
8) Bond calls (which are other than mandatory or scheduled redemptions, not otherwise contingent upon the occurrence of an event are optional or unscheduled) and tender offers;
9) Defeasances;
10) Release, substitution, or sale of property securing repayment of the securities (including property leased, mortgaged or pledged as such security), if material;
11) Bond rating changes;
12) Bankruptcy, insolvency, receivership or similar event;
13) Merger, consolidation, acquisition, or the sale of all or substantially all of the assets, other than in the ordinary course of business, if material;
14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Appendix B
Written Procedures for Tax-Advantaged Bonds

The Issuer has issued and may in the future issue tax-exempt obligations (including, without limitation, bonds, notes, loans, leases and certificates), tax credit obligations and "direct-pay" tax credit obligations (together, "tax-advantaged bonds") that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the "Code").

The Issuer has established the policies and procedures contained herein (the "Procedures") as of May 1, 2012 in order to ensure that the Issuer complies with the requirements of the Code that are applicable to its tax-advantaged bonds. These Procedures, coupled with requirements contained in the Arbitrage and Tax Certificate (the "Tax Certificate") or other operative documents executed at the time of issuance of the tax-advantaged bonds, are intended to constitute written procedures for ongoing compliance with the Federal tax requirements applicable to the bonds and for timely identification and remediation of violations of such requirements.

The tax-advantaged bonds that are covered by these Procedures include, but are not limited to, "Build America Bonds", "Recovery Zone Economic Development Bonds", and "Specified Tax Credit Bonds" that constitute "qualified bonds" under Section 6431 of the Code and are therefore eligible for interest subsidy payments (the "Subsidy") from the U.S. Treasury (such Build America Bonds, Recovery Zone Economic Development Bonds and Specified Tax Credit Bonds are collectively referred to as "Direct-Pay Bonds"). Specified Tax Credit Bonds include new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds and qualified school construction bonds.

A. GENERAL MATTERS.

1. Responsible Officer. The Chief Financial Officer will have overall responsibility for ensuring that the ongoing requirements described in these Procedures are met with respect to tax-advantaged bonds (the "Responsible Officer").

2. Establishment of Procedures. The Procedures established herein will be referenced as such in the Debt Management Policy section of the city's adopted Principles of Sound Financial Management and set forth in an appendix to those adopted financial policies.

3. Identify Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Procedures, notify the current holder of that office of the responsibilities, and provide that person a copy of the Procedures. (For each section of the Procedures, this may be the Responsible Officer or another person who is assigned the particular responsibility.)

a. Upon employee or officer transitions, new personnel should be advised of responsibilities under the Procedures and ensure they understand the importance of the Procedures.

b. If employee or officer positions are restructured or eliminated, responsibilities should be reassigned as necessary to ensure that all Procedures have been appropriately assigned.

4. Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of and familiarity with the contents of these Procedures, review of the requirements contained in the Code applicable to each tax-advantaged bond, identification of all tax-advantaged bonds that must be monitored, identification of all facilities (or portions thereof) financed with proceeds of tax-advantaged bonds, familiarity with the requirements contained in the Tax Certificate or other operative documents contained in the transcript, and familiarity with the procedures that must be taken in order to correct noncompliance with the requirements of the Code in a timely manner.

5. Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Procedures and with the terms of the Tax Certificate to determine whether any violations have occurred so that such violations can be timely remedied through the "remedial action" regulations (Treasury Regulation §1.141-12, §1.142-2, §1.144-2, §1.145-2 or §1.147-2, as applicable) or the Voluntary Closing Agreement Program described in Internal Revenue Service ("IRS") Notice 2008-31 (or successor guidance) and related sections of the Internal Revenue Manual. Such periodic review shall occur at least annually.

6. Change in Bond Terms. If any changes to the terms of the bonds are contemplated, bond counsel should be consulted. Such modifications could result in a reissuance, i.e., a deemed refunding, of the bonds which could jeopardize the status of tax-advantaged bonds, including Direct-Pay Bonds (and thereby affect the continued receipt of the Subsidy for Direct-Pay Bonds).

B. ISSUE PRICE FOR TAX-ADVANTAGED BONDS; PREMIUM LIMIT FOR DIRECT-PAY BONDS.

1. Issue Price. In order to document the issue price of tax-advantaged bonds, the Responsible Officer shall consult with bond counsel and obtain a written certification from the underwriter, placement agent or other purchaser of the bonds as to the offering price of the bonds that is in form and substance acceptable to the Issuer and bond counsel.

2. Premium Limit for Direct Pay-Bonds. Prior to issuing Direct-Pay Bonds, the Responsible Officer shall consult with bond counsel and the Issuer's financial advisors to assure that the premium on each maturity of the Direct-Pay Bonds

(stated as a percentage of principal amount) does not exceed one-quarter of one-percent (0.25%) multiplied by the number of complete years to the earlier of the final maturity of the bonds or, generally, the earliest call date of the bonds, and that the excess of the issue price of the bonds over the price at which the bonds are sold to the underwriter or placement agent, when combined with other issuance costs paid from proceeds of the bonds, does not exceed 2% of the sale proceeds of the bonds.

C. IRS INFORMATION RETURN FILING.

1. Filing of Applicable Form 8038. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Forms 8038, 8038-G, 8038-B or 8038-TC) for such bond issue with the IRS on a timely basis, and maintain copies of such form including evidence of timely filing as part of the transcript of the bond issue.

2. Filing of Form 8038-CP. For Direct-Pay Bonds, the Responsible Officer shall review the IRS Form 8038-CP in order to ensure that the proper amount of interest is being reported and the proper amount of Subsidy is being requested with respect to each interest payment date. The Responsible Officer shall ensure that the IRS Form 8038-CP is filed on a timely basis with respect to each interest payment date in order to receive timely payment of the Subsidy. If the Subsidy is to be paid to a person other than the Issuer (i.e., the bond trustee), the Responsible Officer shall obtain and record the contact information of that person, and ensure that it is properly shown on Form 8038-CP so that the direct payment will be made to the proper person.

3. Filing of Forms 8038-T or 8038-R. The Responsible Officer shall file the IRS From 8038-T relating to the payment of rebate or yield reduction payments in a timely manner as discussed in Section I.12. below. The Responsible Officer shall also monitor the extent to which the Issuer is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using an IRS Form 8038-R.

D. USE OF PROCEEDS. The Responsible Officer or other responsible person shall:

1. Consistent Accounting Procedures. Maintain clear and consistent accounting procedures for tracking the investment and expenditures of bond proceeds, including investment earnings on bond proceeds.

2. Reimbursement Allocations at Closing. At or shortly after closing of a bond issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.

3. Timely Expenditure of Bond Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-advantaged bonds are spent in a timely fashion consistent with the requirements of the Tax Certificate.

4. Costs of Issuance. With respect to Direct-Pay Bonds and qualified private activity bonds, monitor that no more than 2% of the sale proceeds are used to pay costs of issuance.

5. Qualified Use of Proceeds of Direct-Pay Build America Bonds. With respect to Build America Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance or deposited in a reasonably required reserve fund) are allocated to capital expenditures in a timely fashion consistent with the requirements of the Tax Certificate.

6. Qualified Use of Proceeds of Recovery Zone Economic Development Bonds. With respect to Recovery Zone Economic Development Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance or deposited in a reasonably required reserve fund) are allocated to expenditures for qualified economic development purposes within the recovery zone in a timely fashion consistent with the requirements of the Tax Certificate. Ensure compliance with the "Davis Bacon" requirements described in Section H.1. below.

7. Qualified Use of Proceeds of Specified Tax Credit Bonds. With respect to Specified Tax Credit Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance) are allocated to qualifying expenditures that are permitted for each type of Specified Tax Credit Bond in a timely fashion consistent with the requirements of the Tax Certificate. If proceeds are not spent by the end of the "expenditure period" as defined in Section H.2. below, redeem bonds in accordance with the requirements of the Code as further described in Section H.2. below.

8. Qualified Use of Proceeds of Qualified Private Activity Bonds. With respect to qualified bonds, including exempt facility bonds, monitor that sale proceeds and investment earnings on sale proceeds are allocated to qualifying expenditures permitted for each type of qualified bond in a timely fashion consistent with the requirements of the Tax Certificate. If an exempt facility or other applicable facility will not be completed, or the facility has been placed in service, and there are remaining unspent bond proceeds, immediately consult with bond counsel to determine whether bonds are required to be redeemed under Treasury Regulation §1.142-2. If exempt facility bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-

2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.

9. Requisitions. Utilize requisitions to draw down bond proceeds, and ensure that each requisition contains (or has attached to it) detailed information in order to establish when and how bond proceeds were spent; review requisitions carefully before submission to ensure proper use of bond proceeds to minimize the need for reallocations.

10. Final Allocation. Ensure that a final allocation of bond proceeds (including investment earnings) to qualifying expenditures is made if bond proceeds are to be allocated to project expenditures on a basis other than "direct tracing" (direct tracing means treating the bond proceeds as spent as shown in the accounting records for bond draws and project expenditures). An allocation other than on the basis of "direct tracing" is often made to reduce the private business use of bond proceeds that would otherwise result from "direct tracing" of proceeds to project expenditures. *This allocation must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than five years and 60 days after the date the bonds are issued (or 60 days after the bond issue is retired, if earlier).* Bond counsel can assist with the final allocation of bond proceeds to project costs. Maintain a copy of the final allocation in the records for the tax-advantaged bond.

11. Maintenance and Retention of Records Relating to Proceeds. Maintain careful records of all project and other costs (e.g., costs of issuance, credit enhancement and capitalized interest) and uses (e.g., deposits to a reserve fund) for which bond proceeds were spent or used. These records should be maintained separately for each issue of bonds for the period indicated under Section J. below.

E. MONITORING PRIVATE BUSINESS USE. With respect to tax-advantaged bonds that are subject to the private activity bond limitations provided in the Code (e.g., governmental bonds and qualified 501(c)(3) bonds), the Responsible Officer or other responsible person shall:

1. Identify Bond-Financed Facilities. Identify or "map" which outstanding bond issues financed which facilities and in what amounts.

2. Review of Contracts with Private Persons. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as "private persons") with respect to the bond-financed facilities which could result in private business use of the facilities:

   a. Sales of bond-financed facilities;

b. Leases of bond-financed facilities;

c. Management or service contracts relating to bond-financed facilities;

d. Research contracts under which a private person sponsors research in bond-financed facilities; and

e. Any other contracts involving "special legal entitlements" (such as naming rights or exclusive provider arrangements) granted to a private person with respect to bond-financed facilities.

3. Bond Counsel Review of New Contracts or Amendments. Before amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult bond counsel to review such amendment or agreement to determine whether it results in private business use.

4. Establish Procedures to Ensure Proper Use and Ownership. Establish procedures to ensure that bond-financed facilities are not used for private use without written approval of the Responsible Officer or other responsible person. For qualified 501(c)(3) bonds, establish procedures to ensure that the bond-financed facilities continue to be owned by a qualified 501(c)(3) organization or a governmental unit.

5. Analyze Use. Analyze any private business use of bond-financed facilities and, for each issue of bonds, determine whether the 10% limit on private business use (5% in the case of qualified 501(c)(3) bonds or "unrelated or disproportionate" private business use) is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.

6. Remediation if Limits Exceeded. If it appears that private business use limits are exceeded, immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.141-12, or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.141-12, such redemption or defeasance must occur within 90 days of the date a deliberate action is taken that results in a violation of the private business use limits.

7. Maintenance and Retention of Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section J. below.

F. MONITORING USE OF FACILITIES FINANCED WITH QUALIFIED PRIVATE ACTIVITY BONDS. With respect to tax-advantaged bonds that are not subject to the private activity bond limitations, but are subject to the limitations provided in the Code as to the qualifying use of proceeds and qualifying use of bond-financed facilities (e.g., exempt facility bonds, qualified small issue bonds and qualified redevelopment bonds), the Responsible Officer or other responsible person shall:

1. Identify Bond-Financed Facilities. Indentify or "map" facilities that have been bond-financed and assure that use is for an appropriate purpose (e.g., airport facilities are being used for airport purposes).

2. Review of Contracts with Private Persons. If the bond-financed facilities are required to be governmentally owned, examine all leases, management contracts or other contracts with private persons to assure compliance with applicable safe-harbors for governmental ownership provided in the Code. Before amending an existing agreement or entering into any new lease, management or other contract, consult bond counsel to review such amendment or agreement to determine whether it complies with applicable safe harbors.

3. Establish Procedures to Monitor Use. Establish procedures to monitor that bond-financed facilities are not used for nonqualifying purposes. Require users of facilities to immediately notify the Responsible Officer or other responsible person if a change in use of the facilities is contemplated or occurs.

4. Remediation if Limitations Exceeded. If qualified use of facilities financed with tax-advantaged bonds changes to a non-qualified use (e.g., use of airport facilities that is not for airport purposes), immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.142-2, or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.

5. Maintenance and Retention of Records Relating to Qualifying Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section J. below.

G. LOAN OF BOND PROCEEDS. Consult bond counsel if a loan of proceeds of tax-advantaged bonds is contemplated. If proceeds of tax-advantaged bonds are permitted under the Code to be loaned to other entities and are in fact so loaned, require that the entities receiving a loan of bond proceeds institute policies and procedures similar to the Procedures to ensure that the proceeds of the loan and the facilities financed with

proceeds of the loan comply with the limitations provided in the Code. Require the recipients of such loans to annually report to the Issuer ongoing compliance with the Procedures and the requirements of the Code.

H. SPECIAL REQUIREMENTS APPLICABLE TO SPECIFIED TAX CREDIT BONDS. The Code imposes certain additional special requirements that apply to the issuance of Specified Tax Credit Bonds. For Specified Tax Credit Bonds, ensure that the following are met:

1. Davis-Bacon. Pursuant to the terms of Section 1701 of the American Recovery and Reinvestment Tax Act of 2009, projects financed with Specified Tax Credit Bonds are subject to the prevailing wage requirements of Subchapter IV of Chapter 31 of Title 40, United States Code. Note that these requirements also apply to the issuance of Recovery Zone Economic Development Bonds.

2. Spending Requirements. Although these may seem similar to "temporary period requirements," the "spending requirements" applicable to Specified Tax Credit Bonds are hard and fast rules that if not met may cause payments of the Subsidy on some or all of the Specified Tax Credit Bonds to be lost or revoked and will require redemption of such bonds. The spending requirements are as follows:

   a. 100% of the sale proceeds and investment proceeds must be spent within the 3 year period beginning on the date of issuance (unless such period is extended as described below) (the "expenditure period");

   b. a binding commitment with a third party to spend at least 10 percent of the sale proceeds and investment proceeds (other than the amount spent on costs of issuance) ("available project proceeds") will be incurred within the six month period beginning on the date of issuance;

   c. to the extent less than 100% of available project proceeds are not spent by the end of the expenditure period for qualified purposes, the Issuer must redeem all of the "nonqualified bonds") within 90 days after the end of the expenditure period (this should be done with the assistance of bond counsel);

   d. the expenditure period may be extended beyond the initial three year period only by the U.S. Treasury upon the request of the Issuer, which request must establish that the failure to spend the available project proceeds within three years was due to a reasonable cause and that spending will continue with due diligence.

3. Sinking Funds. Special rules permit Specified Tax Credit Bonds to be structured with sinking funds that will not be subject to rebate. These sinking funds must be structured as follows:

a. the sinking fund may not be funded more rapidly than in equal monthly installments;

b. the sinking fund may only be funded in a manner reasonably expected to result in an amount not greater than the amount necessary to repay the bond issue; and

c. the yield on the investments in the sinking fund may not exceed the published permitted sinking fund yield for the sale date (which is set forth in the Tax Certificate).

4. Prohibition on Financial Conflicts of Interest. Upon the issuance of Specified Tax Credit Bonds, the Issuer certified that applicable State and local laws governing conflicts of interest were followed with respect to the bonds. If the U.S. Treasury prescribes additional conflicts of interest rules with respect to the Specified Tax Credit Bonds, such rules must also be satisfied.

5. Additional Rules Applicable to Specified Tax Credit Bonds. New clean renewable energy bonds, energy conservation bonds, qualified school construction bonds and qualified zone academy bonds each have their own set of specific and unique requirements that are applicable to the use of proceeds or eligibility as a Specified Tax Credit Bond. The Responsible Officer should consult the Tax Certificate and establish procedures for monitoring compliance with such specific requirements that are applicable to the Specified Tax Credit Bonds of the Issuer.

I. ARBITRAGE AND REBATE COMPLIANCE. The Responsible Officer or other responsible person shall:

1. Review Tax Certificate. Review each Tax Certificate to understand the specific requirements that are applicable to each tax-advantaged bond issue.

2. Arbitrage Yield. Record the arbitrage yield of the bond issue, as shown on IRS Form 8038-G, 8038-B, 8038-TC or other applicable form. If the bonds are variable rate bonds, yield must be determined on an ongoing basis over the life of the bonds as described in the Tax Certificate.

3. Temporary Periods. Review the Tax Certificate to determine the "temporary periods" for each bond issue, which are the periods during which proceeds of bonds may be invested without yield restriction.

4. Post-Temporary Period Investments. Ensure that any investment of bond proceeds after applicable temporary periods is at a yield that does not exceed the applicable bond yield, unless yield reduction payments can be made pursuant to the Tax Certificate.

5. Monitor Temporary Period Compliance. Monitor that bond proceeds (including investment earnings) are expended promptly after the bonds are issued in accordance with the expectations for satisfaction of three-year or five-year temporary periods for investment of bond proceeds and to avoid "hedge bond" status.

6. Monitor Yield Restriction Limitations. Identify situations in which compliance with applicable yield restrictions depends upon later investments (e.g., the purchase of 0% State and Local Government Securities from the U.S. Treasury for an advance refunding escrow). Monitor and verify that these purchases are made as contemplated.

7. Establish Fair Market Value of Investments. Ensure that investments acquired with bond proceeds satisfy IRS regulatory safe harbors for establishing fair market value (e.g., through the use of bidding procedures), and maintaining records to demonstrate satisfaction of such safe harbors. Consult the Tax Certificate for a description of applicable rules.

8. Credit Enhancement, Hedging and Sinking Funds. Consult with bond counsel before engaging in credit enhancement or hedging transactions relating to a bond issue, and before creating separate funds that are reasonably expected to be used to pay debt service on bonds. Maintain copies of all contracts and certificates relating to credit enhancement and hedging transactions that are entered into relating to a bond issue.

9. Grants/Donations to Governmental Entities. Before beginning a capital campaign or grant application that may result in gifts that are restricted to bond-financed projects (or, in the absence of such a campaign, upon the receipt of such restricted gifts), consult bond counsel to determine whether replacement proceeds may result that are required to be yield restricted.

10. Bona Fide Debt Service Fund. Even after all proceeds of a given bond issue have been spent, ensure that the debt service fund meets the requirements of a "bona fide debt service fund," i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year.

11. Debt Service Reserve Funds. Ensure that amounts invested in any reasonably required debt service reserve fund do not exceed the least of: (i) 10% of the stated principal amount of the bonds (or the sale proceeds of the bond issue if the bond

issue has original issue discount or original issue premium that exceeds 2% of the stated principal amount of the bond issue plus, in the case of premium, reasonable underwriter's compensation); (ii) maximum annual debt service on the bond issue; or (iii) 125% of average annual debt service on the bond issue.

12. Rebate and Yield Reduction Payment Compliance. Review the Arbitrage Rebate covenants contained in the Tax Certificate. Subject to certain rebate exceptions described below, investment earnings on bond proceeds at a yield in excess of the bond yield (i.e., positive arbitrage) generally must be rebated to the U.S. Treasury, even if a temporary period exception from yield restriction allowed the earning of positive arbitrage.

    a. Ensure that rebate and yield reduction payment calculations will be timely performed and payment of such amounts, if any, will be timely made. Such payments are generally due 60 days after the fifth anniversary of the date of issue of the bonds, then in succeeding installments every five years. The final rebate payment for a bond issue is due 60 days after retirement of the last bond of the issue. The Issuer should hire a rebate consultant if necessary.

    b. Review the rebate section of the Tax Certificate to determine whether the "small issuer" rebate exception applies to the bond issue.

    c. If the 6-month, 18-month, or 24-month spending exceptions from the rebate requirement (as described in the Tax Certificate) may apply to the bonds, ensure that the spending of proceeds is monitored prior to semi-annual spending dates for the applicable exception.

    d. Make rebate and yield reduction payments and file Form 8038-T in a timely manner.

    e. Even after all other proceeds of a given bond issue have been spent, ensure compliance with rebate requirements for any debt service reserve fund and any debt service fund that is not exempt from the rebate requirement (see the Arbitrage Rebate covenants contained in the Tax Certificate).

13. Maintenance and Retention of Arbitrage and Rebate Records. Maintain records of investments and expenditures of proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and rebate and yield reduction payments, and any other records relevant to compliance with the arbitrage restrictions for the period indicated in Section J. below.

J. RECORD RETENTION. The Responsible Officer or other responsible person shall ensure that for each issue of bonds, the transcript and all records and documents described in these Procedures will be maintained while any of the bonds are outstanding and during

the three-year period following the final maturity or redemption of that bond issue, or if the bonds are refunded (or re-refunded), while any of the refunding bonds are outstanding and during the three-year period following the final maturity or redemption of the refunding bonds.

Appendix C
Community Facilities District Guidelines and Procedures

Agenda Item: 8C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 11, 2012 **Council Meeting Date:** May 1, 2012

TO: Carl Swenson, City Manager

FROM: Jeff Tyne, Interim Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Recreation Fees Policy

Purpose:

This is a request for City Council to review and approve the proposed City Council Policy – Community Services Pricing and Fees.

Background/Summary:

The City offers a variety of recreation programs and services for both youth and adult residents. To support these important activities, the City charges assorted recreation fees. These fees are used to recover roughly 2/3 of the full costs for the Recreation Division. It has been past practice for staff to review and update the recreation fees during the annual budget process.

Recreation fee levels across the country are often based on the relative benefit to the overall community. Services that simply benefit an individual are more likely to be charged the full rate, whereas programs identified as a community priority often are supported by the general taxpayer. For example, a specialized class (like country line dancing for adults) is commonly set to recover 100% of its costs, as the class directly benefits an individual much more than the community as a whole. Conversely, programs which support special groups, such as youth or seniors, can be aligned with a lower cost recovery goal.

To assist in evaluating recreation fee levels and policies, an internal cross-functional team was formed. The team, consisting of City staff from several departments, was charged with writing a Community Services Pricing and Fee Policy. Such a policy was to be easily understood, equitable, operationally sound and financially sustainable.

Established by the City Manager on August 3, 2010, committee members included: Susan Thorpe (CMO), Brenda Rehnke (Community Services), Maria Traci (Community Services), Jeff Tyne (Management and Budget), Barry Houg (Management and Budget), Brian Biesemeyer

(Public Works – Utilities), Manny Burrell (HR), Teresa Corless (PD), Dan Zenko (Finance) and Rhonda Geriminsky (City Clerk's Office).

Initially, the committee became familiar with current recreation programs and their associated revenue and expenses. From there, a portion of the group performed an in-depth cost of service study of recreation division programs. A separate group researched best practices for policies and procedures, for both in our marketplace and nationwide. Concurrently, recreation staff undertook a market study of fees and charges for comparison to current fees and future fee increase recommendations.

Based on a review of best practices, the staff team recommends a "pyramid" model to illustrate the individual/community relationship. A copy of the pyramid is included in the proposed Community Services Pricing and Fee Policy. The policy explains the pyramid pricing model, and outlines criteria for establishing fees and charges.

Market study data was compiled for all comparable recreation programs to assist with the policy development. The City's recreation fees were compared to both public and private programs in the Valley.

Based on this research, updated cost recovery goals are being suggested for several programs in the proposed Community Services Pricing and Fee Policy. These new goals can largely be achieved with the current fee levels discussed in recent budget processes. The proposed new goals for cost recovery are listed below:

Division	Old Goal	New Goal	Change
AM/PM	100%	100%	0%
Adaptive Recreation	25%	25%	0%
Aquatics	50%	43%	-7%
Adult Day Program	100%	100%	0%
Little Learners	100%	100%	0%
Outdoor Adventure Recreation	25%	25%	0%
Rio Vista Recreation Center	75%	70%	-5%
Senior Programs	25%	25%	0%
Special Interest Classes – Adult	65% Overall	100%	New
Special Interest Classes – Youth		65%	New
Sports – Adult	65% Overall	100%	New
Sports – Youth		60%	New
Special Events	50%	Various	NA%
Summer Camp	100%	100%	0%
Summer Recreation	33%	40%	+7%
Teens	25%	25%	0%

Of note are proposed breakouts of youth and adult activities in division programs. Starting in FY 2013, special interest classes and sports programs will separate youth and adult activities, with exclusive cost recovery goals that better align with the pyramid pricing model.

The draft Recreation Fee Policy outlines a procedure for recommending new fees and charges, defines key terms, and specifies measures for establishing user fees. In addition, the policy discusses administrative activities such as refunds, returned check policies and the youth scholarship fund. An additional discussion outlines the cost recovery philosophy for City Special Events, as well as the need for continual assessment of pricing for the Rio Vista Recreation Center.

Previous Actions:

Following the creation of the draft City Council Policy on Community Services Pricing and Fees, the document was reviewed by the Council Subcommittee on Community Culture and the Parks and Recreation Board. The Subcommittee and Board, in unanimous agreement, approved with staff recommendations that the Draft City Council Policy move forward to be presented to and reviewed by the Council as a whole during an upcoming Study Session meeting. During the Study Session on April 13, the Council approved to bring the City Council Policy on Community Services Pricing and Fees to a future City Council Meeting for adoption.

Options:

The following options are possible for the City Council to recommend:

A. Direct staff to keep current practices and do not adopt a Community Services Fees and Charges Policy.

B. Direct staff to rewrite the Draft City Council Policy – Community Services Fees and Charges with updated input from City Council as a whole. This option would likely include Council direction regarding staff research and expected committee meeting follow-up.

C. Adopt the City Council Policy – Community Services Fees and Charges and put it into place as a guiding document for future fee changes and recommendations.

Staff's Recommendation:

In recognition of the committee's effort to recognize national best practices, and to incorporate a formalized, applicable framework for the City, staff requests that the City Council Policy on Community Services Fees and Charges be adopted.

Fiscal Analysis:

The City Council Policy – Community Services Fees and Charges will provide future guidelines for changing fees and cost recovery goals for new and current programs. As fee increases are proposed during the budget process each year, there could be a potential for increased revenue. However, the Policy itself does not cause a fiscal impact.

Exhibit(s):

Exhibit 1: Draft City Council Policy – Community Services Pricing and Fees
Exhibit 2: FY2011 Market Study
Exhibit 3: FY2011 Community Services Fees Table

Contact Name and Number: Jeff Tyne, 623-773-7114

CITY COUNCIL POLICY	CP 1-11 Category: General
	Department: Community Services
TITLE: Community Services Recreation Pricing and Fees Policy	Approved:

A. Purpose

The Peoria Recreation Division provides unique and varied recreational services and programs to meet the needs of the citizens of Peoria by using creativity, innovative leadership and foresight to maintain fun, safe, cost-effective and diverse offerings and attractive, quality facilities. It is the desire of the Recreation Division to offer efficient, professional services that improve the quality of life for the residents of Peoria and the community as a whole by:

1. Developing, implementing and maintaining quality programs, events and facilities.
2. Providing trained and qualified full-time personnel for supervision and instruction in recreation programs and facility maintenance.
3. Maintaining responsiveness to citizen input regarding the planning, programming and evaluation of recreation programs, facilities and services.

The Peoria Recreation Division provides programs and services that are priced competitively in the market. Cost recovery shall be based upon full costs (direct and indirect). Fees and cost recovery will be reviewed on an annual basis.

B. Procedure

1. Fees for services shall be reviewed and adjusted annually to be consistent with the target cost recovery of the program or service and will be recommended by the Community Services Director.
2. Fees and charges recommendations for the Peoria Recreation Division will be made as part of the annual budgeting process and will be approved by City Council. Recommendations for new programs and facilities will be made at the appropriate time in the construction process of the facility or before the new program is instituted.
3. An updated fee schedule will be submitted to the City Attorney's Office and City Clerk to update the City Code on an annual basis.

4. The Peoria Recreation Pricing Policy should be reviewed every five years with City Council to ensure cost recovery is aligned with the City's priorities. Changes to the document can be made, as needed, with Peoria Recreation Division and City Council approval.

C. Definitions

1. Admission Fees

   Fees to enter a building or enclosed structure, as in a fee to enter the pools for open swim.

2. Membership Fees

   A fixed fee charged to the user to use the amenities in a facility any time that the facility is open. Fees can vary depending on the length of time purchased, i.e., month vs. annual.

3. Rental Fee

   Payments made for the privilege of exclusive use of property of any kind.

4. User Fee

   Fees for the use of a facility or participation in an activity or program.

5. Sales Revenue

   Revenue obtained from the operations of concessions and from the sale of merchandise and other property.

6. Direct Costs

   All the specific, identifiable expenses or resources associated with providing a service or offering a program. These expenses include, but are not limited to, wages and benefits, contracted services, purchased equipment and supplies, rental of facilities and equipment directly related to the service or program, and fleet related maintenance and supplies.

7. Indirect Costs

   Department overhead including internal service charges from other departments that are necessary to maintain offices, staff and computers and overall services to the public (e.g. facilities, IT, insurance reserves). Includes General Fund Service Charges calculated by the Budget Office and not appearing in base budgets for divisions in the General Fund. These costs are incurred in joint usage and are typically assigned on a percentage basis using reasonable assumptions.

8. Full Costs

   Direct Costs and Indirect Costs. Cost recovery goals are based on full costs for a division or program.

9. Nominal Fee

   A minimal fee intended to recover only a small portion of the costs associated with a basic service.

10. Partial Cost Fee

    A fee that recovers anything less than full cost.

11. Full Cost Fee

    A fee that recovers the total cost of a service; or the sum of all direct costs, indirect costs and general fund service charges for that service.

12. Market Rate Fee

    A fee based on demand for a service. Once the market is defined by identifying all providers of an identical service (including private sector providers, other municipalities, etc.), a market rate fee can be set. All fees are based on market rates and compared with market data on a regularly occurring basis.

13. Service

    Any program, class, event, activity, sales or rental opportunity provided by the Peoria Recreation Division.

14. Resident

    Any person permanently residing or living within the corporate limits of the City of Peoria and/or pays property taxes to the City. Acceptable proof is a copy of the property tax statement showing the physical location of the residence or staff viewing the website – www.maricopa.gov.

15. Non-Resident

    Any person permanently residing or living outside the corporate limits of the City of Peoria and/or who does not pay property taxes to the City.

16. Youth

    Ages 18 and below. Child: Under the age of 13. Teen: Ages 13 through 18.

17. Adult

    Ages 19 and up.

18. Senior

    Ages 50 and up (Community Center); ages 62 and up (Rio Vista Recreation Center).

D. Pricing Policy Considerations

When establishing user fees, the following should be taken into consideration:

1. Who benefits from the service – the community in general or only the individual or group receiving the service?

2. Did the individual or group receiving the service generate the need and therefore the cost of providing the service? E.g. a permitted activity in the park that requires police presence above and beyond the norm.

3. Will imposing the full cost fee pose a hardship on specific users? Should this affect the fee set or should there be another avenue for these users to pay the full cost fee (e.g. youth scholarship fund)?

4. What is the cost recovery for individuals with special needs (e.g. people with disabilities or low-income)?

5. What does the market study indicate as an acceptable rate for the service?

6. Does a cost of service study support the user fee?

7. What are the cost recovery goals relating to the user fee? Do they support establishing the fee at the proposed rate?

8. Will the level of the fee affect the demand for the service?

    a. Is it possible and desirable to manage demand for a service by changing the level of the fee?

b. Are there competing providers of the service in the public or private sector? What does the market data show?

E. Pyramid Pricing Model

A pyramid pricing model illustrates a pricing philosophy based on establishing fees commensurate with the benefit received. By deciding who is benefiting from the recreation service, it is then determined how that service should be paid for. The foundation level of the pyramid represents the mainstay of a recreation program. This foundation and the upward progression represent the core mission of recreation to provide services to the community first and then expand into individual benefits and other specialized program and service offerings as resources allow. The following pyramid has been identified for the Peoria Recreation Division:

1. Community Benefit

   The foundation level of the pyramid represents the programs, facilities and services that benefit the community as a whole. These programs, facilities and services increase property values, provide safety and enhance the quality of life for the residents. Generally, these services, programs and facilities are paid for through taxes. These services, programs and facilities are offered to residents at a nominal or zero fee.

2. Community/Individual Benefit

   The second level represents programs, facilities and services that promote individual physical and mental well-being while providing recreational skill development. They are generally the more traditionally expected services and beginner instructional levels. These programs, services and facilities are assigned fees based on a specified percentage of indirect and direct costs that represent a tax subsidy to account for the community benefit and a participant fee amount for the individual benefit.

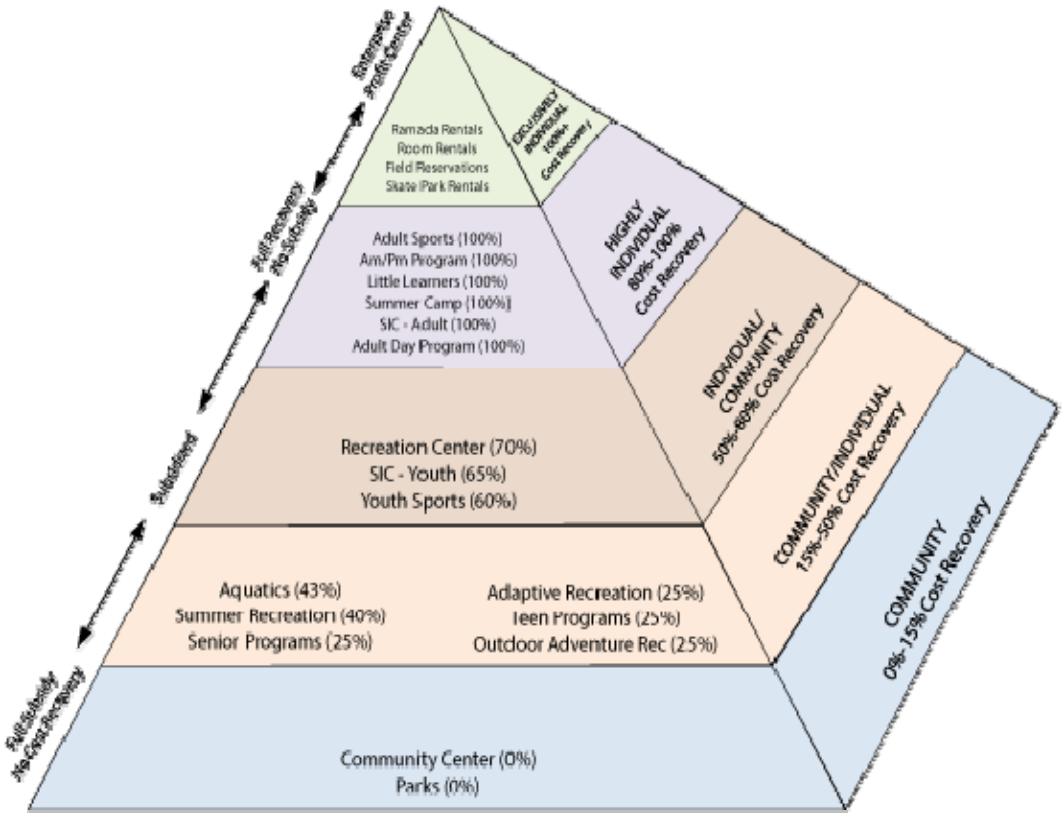
3. Individual/Community Benefit

   The next level represents services that promote individual physical and mental well-bring and provide an intermediate level of recreational skill development. Since this level provides more individual and less community benefit, the pricing should reflect this.

4. Highly Individual Benefit

   The fourth level represents specialized services generally for specific groups, some with a more competitive focus. In this level, programs and services should be designed and priced to recover full costs.

5. Exclusively Individual Benefit



The top and smallest level of the pyramid represents activities that have a profit center potential and may fall outside the core mission. In this level, programs and services should be priced to recover full costs.

F. Criteria for establishing fees and charges

1. Low or No Cost Recovery (high or full subsidy)

   a. Should apply to most of the **Community** Benefit level of the pyramid (BLUE)

   b. The following criteria are used to determine if a service should be included in the category, keeping in mind that a service does not have to meet every criteria:

      1) The service is equally available to everyone in the community and should benefit everyone.

2) Because the service is basic, it is difficult to determine benefits received by one user.

3) The level of service attributable to a user is not known.

4) Imposing a fee would place the agency at a serious competitive disadvantage.
5) The service is not primarily provided by the private sector.

2. Partial Cost Recovery (partial subsidy)

a. Should apply to Community/Individual Benefits and Individual/Community Benefits levels of the pyramid (ORANGE).

b. User fees may recover only partial cost for those services for which the City desires to manage demand.

c. User fees may recover only partial cost from those individuals who cannot pay full cost due to economic hardship.

d. A user fee may recover only partial cost if the competitive market conditions make a full cost fee undesirable.

e. The following criteria are used to determine if a service should be included in this category, keeping in mind that a service does not have to meet every criteria:

1) Services benefit those who participate but the community at large also benefits.

2) The level of service use attributed to a user is known.

3) Imposing a full cost fee would place the City at a competitive disadvantage.

4) The service is usually provided by the public sector, but may also be provided by the private sector.

3. Near or Full Cost Recovery (no subsidy)

a. Should apply to **Highly Individual** Benefit level of the pyramid (PURPLE).

b. User fees should recover the full cost of services that benefit specific groups or individuals.

c. User fees should recover the full cost for these services provided to persons who generate the need for those services.

d. The following criteria are used to determine if a service should be included in this category, keeping in mind that a service does not have to meet every criteria:

1) The individual or group using the service is the primary beneficiary.

2) The level of service use attributed to a user is known.

3) Imposing a full cost fee would **not** place the agency at a competitive disadvantage.

4) The service is usually provided by the private sector, but may also be provided by the public sector.

4. Enterprise or Profit Center

a. Should apply to Exclusively Individual Benefit level of the pyramid (GREEN).

b. User fees could recover more than the full cost for a service in order to subsidize other services provided by the community.

c. The following criteria are used to determine if a service should be included in this category, keeping in mind that a service does not have to meet every criteria:

1) Individuals or groups benefit from the service and there is little community benefit.

2) The level of service use attributable to a user is known.

3) There is excess demand for the service; therefore, allocation of limited services is required.

4) The service is provided at market price by the private sector.

G. Other Considerations

1. Special Events: City sponsored special events are not included in the pyramid pricing scheme above as they are handled on an event by event basis, often without an admission fee to the participant (except for the Fourth of July Celebration). However, sponsorships are sold for each event and there are activity fees thus, revenue is attached to most special events. Cost recovery is dependent on the type of event as participation and interest vary widely from event to event.

2. Recreation Center: It is realized that unforeseen events, such as market conditions, economic times, etc., could affect the meeting of the cost recovery goal set for the Recreation Center. The cost recovery goal is set as a way to make business decisions for the Recreation Center; however, it may need to be adjusted as uncontrollable events may have an impact on revenue or the cost of goods. Included in final cost recovery calculations for the Recreation Center will be in-kind contribution information (e.g. employee pass holder fees, City sponsored rentals, etc.).

3. Administrative costs of collecting fees should be small relative to the revenue generated by the fee.

4. Residents pay City of Peoria taxes. Therefore residents should pay a lesser fee than non-residents for the service. Non-residents should pay higher fees for the service.

5. Fees and charges shall support other resources available to the Community Services Department, Recreation Division, and are not intended to replace them or reduce the agency’s responsibility to provide public recreational facilities, programs and opportunities. They provide a means to continue, and expand as necessary, the ability to offer services to residents.

6. Refund and Transfer Policy: The Peoria Recreation Division guarantees 100% satisfaction for all recreation programs. If not completely satisfied, participants can transfer; receive a credit on their account or a refund. For payment by credit or debit card, refunds will be credited to the same account.

For payment by cash or check, refunds will take approximately 4 weeks to process and will be mailed to the address on the registration form. Refunds checks will be made payable to the head of household unless otherwise directed. No refunds, credits or transfers will be issued after the program or session has concluded. Refunds will be given for registration fees only.

7. Returned Check Policy: A service fee will apply to each returned check.

8. Youth Scholarship Fund – Scholarships are available to assist low-income families with the registration fees for recreational programs. The Youth Scholarship fund is totally supported by businesses, corporations and individuals through PLAY Peoria, Inc. Peoria Youth Scholarships are available for City of Peoria residents under age 18 in the following programs – Sports, Summer Recreation (K-5th grade, Tiny Tots, STEP Out), Special Interest Classes, Aquatics and Teens.

9. The Department of Economic Security (DES) provides funding for low-income families who meet DES requirements and participate in our licensed AM/PM program, Little Learners, Tiny Tots and Summer Camp.

H. Cost Recovery Goals for Community Services

Division	Goal
Aquatics	43%
AM/PM	100%
Little Learners	100%
Summer Recreation	40%
Summer Camp	100%
Outdoor Adventure Rec	25%
Special Interest Classes - Youth	65%
Special Interest Classes – Adult	100%
Sports – Youth	50%
Sports – Adult	100%
Senior Programs	25%
Adaptive Recreation	25%
Special Events	Various
Teens	25%
Community Center	0%
Rio Vista Recreation Center	70%
Parks	0%
Adult Day Program	100%

APPROVED:

Bob Barrett, Mayor

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Adopted: __/__/12, CC#_____*[Completed by CMO]*

Aquatics Swim Lesson Fee Study -- Market Study 2010

Weekday Lessons		Mesa	Chandler	Gilbert	Tempe	Phoenix	Scottsdale	Glendale	Surprise	Litchfield	Goodyear	Buckeye	Peoria	AVG
# of days per session		8	8	8	8	8	8	8	8	8	8	8	8	8
minutes per lesson		30	25	30	30	35	30	30	30	30	35	30	30	30.42
	Resident	$21	$15	$20	$24	$15	$22	$21	$20	$30	$30	$30	$18	$22.17
	NR	$25.20	n/a	n/a	$24	n/a	$33	$38	$40	$36	$40	$35	$50	$35.69
Saturday Lessons														
# of days per session		8	4	n/a	6	n/a	n/a	8	n/a	8	n/a	n/a	n/a	7
minutes per lesson		30	25	n/a	30	n/a	n/a	30	n/a	30	n/a	n/a	n/a	29
	Resident	$21	$8	n/a	$14	n/a	n/a	$21	n/a	$30	n/a	n/a	n/a	$18.80
	NR	$25.20	na	n/a	$14	n/a	n/a	$38	n/a	$36	n/a	n/a	n/a	$28.30
Water Aerobics														
# of days per session		8	8	8	8	8	8	8	8	8	n/a	n/a	8	8
minutes per lesson		35	50	45	60	35	60	35	35	23	n/a	n/a	60	43.80
	Resident	$21	$35	$24	$25	$15	$28	$21	$30	$50	n/a	n/a	$30	$27.90
	NR	$25.20	$35	n/a	n/a	$25	$62	$38	$50	$60	n/a	n/a	$50	$43.15
Cost per minute - Res		$0.60	$0.70	$0.53	$0.42	$0.43	$0.47	$0.60	$0.86	$2.17	n/a	n/a	$0.50	$0.73
Cost per minute - NR		$0.72	$0.70			$0.71	$1.03	$1.09	$1.43	$2.61	n/a	n/a	$0.83	$1.14

Aquatics Swim Team Fee Study -- Market Study 2010

	Mesa	Chandler	Gilbert	Tempe	Phoenix	Scottsdale	Surprise	Litchfield	Goodyear	Buckeye	Peoria	AVG
# of practice days	4	4	5	4	4	4	4	4	5	4	4	4.18
# if weeks	8	7	8	8	6	5	8	8	10	8	8	7.64
Hours per practice	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Resident	$61	$45	$75	$48	$45	$84	$50	$65	$49	$50	$80	$59.27
Non-Resident	n/a	$75	n/a	n/a	n/a	$104	$70	$70	$69	n/a	$140	$88
Cost per hr.	$2.54	$2.14	$2.50	$2.00	$2.50	$5.60	$2.08	$2.71	$1.31	$2.08	$3.33	$2.47

No swim team in Glendale
Swim meets are on the 5th day and/or Saturdays

Aquatics - Open Swim Fees- Market Study 2010

Public Swim	Mesa	Chandler	Gilbert	Tempe	Phoenix	Scottsdale	Glendale	Buckeye	Goodyear	Surprise	Peoria	AVG.
Youth-Res	$1.00	$1.00	$1.00	$0.75	$1.00	$1.00	$1.00	$2.00	$1.50	$1.00	$0.50	$1.07
Youth-NR	$1.75	n/a	n/a	n/a	n/a	$4.00	$3.00	n/a	n/a	$5.00	n/a	$3.44
Adults-Res	$2.00	$2.25	$2.00	$1.25	$3.00	$2.00	$3.00	$2.00	$1.50	$2.00	$1.50	$2.05
Adults-NR	$3.50	n/a	n/a	n/a	n/a	$6.00	$5.00	n/a	n/a	$5.00	n/a	$4.88
Seasonal Family Pass												
Unlimited Use												
Youth	n/a	n/a	$35	$19	$25	n/a	n/a	$50	$25	$20	$20	$27.71
Adults	n/a	n/a	$45	$31	$35	n/a	n/a	$50	$25	$40	$20	$35.14
Family - Res.	$140	$115	$85	$57	$25	$140	n/a	$150	$50	$80	$60	$90.20
Seasonal Punch Ticket												
# of visits per punch ticket	10/30	5/20/30	n/a	20	n/a	10/30	Several	n/a	n/a	n/a	21	
Youth	$28/$42	$2.50/$10/$15	n/a	$11	n/a	n/a	options	n/a	n/a	n/a	$20	
Adults	n/a	$7.50/$30/$45	n/a	$19	n/a	$20 & $48	n/a	n/a	n/a	n/a	n/a	

AM/PM Fee Market Study 2010

Public Programs

Before & After School Programs	City of Glendale	Town of Buckeye	City of Tempe	City of Phoenix	City of Tucson	City of Scottsdale (fee starts in March)	City of Mesa	Surprise/ Dysart School Dist.	**City of Peoria**	**AVG.**
AM Program Hours	6:30 am - schools starts	6 am - school starts	6:30 am - schools starts	PM program only	6:30 am - schools starts	PM program only	7 am - schools starts	6:30 am - schools starts	6 am - school starts	
PM Program Hours	school dismissal to 6	school dismissal to 6:30	school dismissal to 6	school dismissal to 6	school dismissal to 6	school dismissal to 6	school dismissal to 6	school dismissal to 6	school dismissal to 6	
# of AM Daily hours	1.75	2.25	1.75	n/a	1.75	n/a	0.75	1.75	**2.25**	1.75
# of PM Daily hours	3	3.5	3	3	3	3	3	3	**3**	3.06
# of AM/PM Daily hours	4.75	5.75	4.75	3	4.75	3	3.75	4.75	5.25	4.42
Registration fee (one time)	$30	$30	$50	$0	$0	$0	$0	$50	**$30**	$21.11
Minimum Days required*	3	n/a	n/a	n/a	n/a	n/a	n/a	n/a	**n/a**	
AM (Daily cost)	$6	$5	$5	n/a	n/a	n/a	n/a	$6	**$6**	$5.60
PM (Daily cost)	$11	$11	$11	n/a	n/a	n/a	n/a	$10	**$9**	$10.40
AM/PM (Daily cost)	$17	$16	$15	n/a	n/a	n/a	n/a	$15	**$14**	$15.40
AM/PM daily cost/hr.	$4	$3	$3	n/a	n/a	n/a	n/a	$3	$3	$3
AM (5 days/wk)	$30	$20	$22	n/a	n/a	n/a	n/a	$26	**$30**	$25.60
PM (5 days/wk)	$55	$50	$56	n/a	n/a	n/a	n/a	$48	**$45**	$50.80
AM/PM (5 days/wk)	$65	$70	$78	n/a	n/a	n/a	n/a	$59	**$56**	$65.60
AM/PM per semester fee				$40	$150	$220	$10			$105.00

($55/mox4 mo)

Private Programs

Before & After School Programs	Tutor Time	La Petite	Children Academy	Kinder care	Learning Adventure	Sunrise	AVG Private	Average of Public and Private
AM Program Hours	6 am -school starts	6:30 am - school starts	5:45 am - school starts	6:30 am - school starts	6 am -school starts	6 am -school starts		
PM Program Hours	school dismissal to 6:30	school dismissal to 6:30	school dismissal to 6	school dismissal to 6:30	school dismissal to 6:30	school dismissal to 6:30		
# of AM Daily hours	2.25	1.75	2.5	1.75	2.25	2.25	2.1	1.9
# of PM Daily hours	3.5	3.5	3	3.5	3.5	3.5	3.4	3.2
# of AM/PM Daily hours	5.75	5.25	5.5	5.25	5.75	5.75	5.5	5.0
Registration Fee (one time)	$40	$80	$125	$40	$40	$50	$62.5	$41.81
Minimum Days required*	3	2	2	3	2	n/a	2.4	n/a
AM (Daily cost)	$15	$25	$37.05/2 Day; $46.80/3 day; $53.62/4 day	$17	$72/2 Day; $78/3 day; $87/4 day	$28	$21.25	$13.43
PM (Daily cost)	$27	$37	$49.72/2 Day; $61.42/3 day; $72.15/4 day	$26	$72/2 Day; $78/3 day; $87/4 day	$28	$29.50	$19.95
AM/PM (Daily cost)	$28	$37	$36	$29	$36	$31	$32.83	$24.12
AM/PM - Daily Cost/hour	$5	$7	$7	$6	$6	$5	$5.94	$4.71
AM (5 days/wk)	$65	$70	$61	$85	$95	$92	$78.00	$51.80
PM (5 days/wk)	$95	$75	$82	$130	$95	$92	$94.83	$72.82
AM/PM (5 days/wk)	$110	$105	$101	$111	$109	$102	$106.33	$85.97

*Minimum Days required - Parent must pay the minimum # of days, even if child attends less days

Schools have different start and end times - variable of 30 minutes. Used longest hours in AVG

AM/PM - 5 days/week	$76.05/3 day; $89.70/4 day; $101/5 day	$95/3day; $100/4 day; $109/5 day

PRESCHOOL MARKET STUDY 2010

	Public Pre-schools		Private Preschools						
	City of Peoria	City of Surprise (M - Th only)	Tutor Time	Primrose	Phoenix Children's Accademy	Kindercare	Sunrise Preschool	Peoria Avenue Preschool	AVG.
Ages	3.5 - 5 yrs	3-5 yrs	3.5-4yrs	3.5-4yrs	3.5-4yrs	3.5-4yrs	3.5-4yrs	3.5-4yrs	
Registration Fee/child (one time)	$30	n/a	$100	$150	$100	$100	$50	$50	$82.86
Registration Fee/Family (one time)	n/a	n/a	$150	n/a	$150	$150	n/a	$50	$125.00
Part-Time Hours/day	6	3	5	5	5	5	6	any*	5
Part-Time Weekly Fee	$80	$45	$140	$149	$147	$122	$114	$120	$94.00
Cost Per Hr./wk	$3	$4	$6	$6	$6	$5	$4		$5
Full-Time Program Hours	6a-6p	n/a	6a-6:30p	6:30a-6:30p	6a-6:30p	6a-6:30p	5:30a-6:30p	6a-6p	
# of Full time hours/day	12	n/a	12.5	12	12.5	12.5	13	12	12.36
Full-Time Weekly Fee	$115	n/a	$180	$195	$184	$163	$165	140	$163.14
Cost Per Hr./wk	$1.92		$2.88	$3.25	$2.94	$2.61	$2.54	$2.33	$2.64
DHS Licensed	yes	no	yes	yes	yes	yes	yes	yes	

* Peoria Avenue Preschool - part time students are considered 3 or 4 days any hours. Not included in AVG.

City of Surprise is a 3 hrs/day, 4 day/week program.

No Preschool program in the following cities - Flagstaff, Tempe, Mesa, Gilbert, Chandler, Glendale, Phoenix

Summer Recreation Programs 2010

Summer Rec.	City of Phoenix*	City of Glendale	Town of Buckeye	City of Tucson	City of Goodyear	City of Chandler	City of Peoria	AVG.
Registration Fee - Res	$80-$320	$55	$60	$100	$125	$128	**$60**	$86.86
Registration Fee - NR		$75	$70		$150	$173	**$100**	$113.60
Hours of operation	8 am - 3 pm	9 am - 3:30 pm	8 am - 2 pm	7:30 - 1 pm & 12:30 4:30	8 am - 3 pm	7 am - 7 pm	**8am - 2:30pm**	
# of hr/day	7	6.5	6	9.5	7	12	**6.5**	7.79
# of weeks of program	8	6	8	8	7	8	**8**	7.57
Cost per hr - Res	$0.29	$0.28	$0.25	$0.26	$0.51	$0.27	**$0.23**	$0.29

*Phoenix - $10 - $40/weekly depending on location. Participants can pay weekly. $80 used in AVG

No program in the following Cities - Surprise, Tempe, Avondale, Gilbert, Mesa, Scottsdale
No program in private businesses

Summer Camp Fee Study 2010

Public Programs

Summer Camp	City of Glendale	City of Surprise	Town of Buckeye	City of Tempe	City of Scottsdale	City of Mesa	Surprise/ Dysart School Dist.	City of Peoria	AVG
Program Hours	6:30 am - 6 pm	6:30 am - 6 pm	6 am - 6:30 pm	6:30 am - 6 pm	10am - 4pm	7 am - 6 pm	6 am - 6 pm	**6 am - 6 pm**	
# of program hours	11.5	11.5	12.5	11.5	6.0	11.0	12.0	**12.0**	11.0
Registration fee	$30	$30	$30	$30	n/a	n/a	$40	**$30**	$32
Daily cost	$20 Res/$25 NR	$25	$25	weekly only	$30	weekly only	$25	**$25**	$25
Min. Days required	n/a	n/a	n/a	3	n/a	n/a	n/a	**n/a**	
Weekly cost	$100	$100	$100	$120	$75 Res/$112 NR	$100	$125	**$100**	$102.50

Private Programs

Summer Camp	Tutor Time	La Petite	Children Academy	Kinder care	Learning Adventure	Sunrise	AVG	AVG of Public & Private
Program Hours	6 am - 6:30 pm	6:30 am - 6:30 pm	5:45 am - 6 pm	6:30 am - 6:30 pm	6 am - 6:30 pm	6 am - 6:30 pm		
# of program hours	12.5	12.0	12.25	12.0	12.5	12.5	12.29	11.55
Registration Fee	$40	$80	$125	$40	$40	$50	$62.50	$47.08
Daily cost	$28	$37	$36	$29	$36	$31	$32.83	$28.92
Min. Days required	n/a	n/a	2	n/a	n/a	n/a		
Weekly Cost	$140	$182	$186	$179	$150	$150	$164.50	$129.07

No program in the following Cities - Tucson, Avondale, Goodyear, Phoenix, Gilbert, Chandler

Special Interest Classes Market Study 2010

	Ballroom Dance			Belly Dance			Digital Photo			Guitar			Italian			Line Dance			Tai Chi			Tennis			Zumba		
	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr
Avondale																$45	8	$5.63	$30	4	$7.50	$55	6	$9.17	$30	4	$7.50
Glendale	$48	6	$8.00				$49	8	$6.13	$71	16	$4.44	$54	13	$4.15				$53	12	$4.42	$66	8	$8.25	$39	6	$6.50
Scottsdale	$43	8	$5.38	$82	16	$5.13	$62	20	$3.10	$59	14	$4.21	$57	16	$3.56				$31	8	$3.88						
Surprise	$45	6	$7.50	$25	4	$6.25				$80	10	$8.00							$35	5	$7.00						
Gilbert	$90	8	$11.25				$51	3	$17.00	$51	8	$6.38															
Chandler	$14	8	$1.75	$7	6	$1.17	$28	6	$4.67	$14	6	$2.33				$28	8	$3.50	$28	8	$3.50						
Tempe	$35	6	$5.83	$35	8	$4.38	$45	3	$15.00	$45	3	$15.00							$53	8	$6.63						
Phoenix	$59	8	$7.38	$35	6	$5.83	$128	8	$16.00	$50	6	$8.33				$25	5	$5.00	$35	6	$5.83				$20	4	$5.00
Peoria	**$58**	**6**	**$9.67**	**$69**	**8**	**$8.63**	**$81**	**16**	**$5.06**	**$69**	**10**	**$6.90**	**$79**	**11**	**$7.18**	**$58**	**6**	**$9.67**	**$60**	**10**	**$6.00**	**$69**	**8**	**$8.63**	**$55**	**8**	**$6.88**
Avg.	$42		$5.89	$31		$3.79	$52		$8.84	$46		$6.09	$37		$2.57	$25		$3.53	$33		$4.84	$40		$5.81	$22		$4.75

None of these classes are in Goodyear

	Additional cost for Non-Residents	Administrative Fee (included into advertised class fee)
Peoria	$7	$24 - $28
Avondale	$5	$10 - $15
Glendale	$15 - $20	unspecified
Scottsdale	50% of class fee	$7
Surprise	$20	unspecified
Gilbert	$0	unspecified
Chandler	$10	unspecified
Tempe	$0	unspecified
Phoenix	$0	unspecified

Adult and Youth Sports Fee Comparison 2010 - Public

	City of Glendale		City of Surprise		City of Scottsdale		City of Chandler		Town of Gilbert		City of Mesa		City of Peoria		AVERAGE	
	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate
ADULT SPORTS																
Softball	$475.00	$565.00	$350.00		$523.00		$450.00	$563.00	$580.00		$470.00		$450.00		$471.14	$564.00
Flag Football	$265.00	$320.00			$450.00		$439.00	$549.00			$475.00		$450.00		$415.80	$434.50
Basketball			$400.00		$250.00		$418.00	$523.00	$540.00				$450.00		$411.60	$523.00
Soccer													$1,000.00		$1,000.00	n/a
Indoor Volleyball			$175.00				$233.00	$291.00	$275.00				$300.00		$245.75	$291.00
Sand Volleyball			$175.00		$90.00	$135.00							$125.00		$130.00	$135.00
	City of Glendale		**City of Surprise**		**City of Scottsdale**		**City of Chandler**		**Town of Gilbert**		**City of Mesa**		**City of Peoria**		**AVERAGE**	
YOUTH SPORTS															Full registration	
Soccer			$45/$55	$65.00							$36.00		$50/$70	$60/$80	$53.67	$72.50
T-Ball			$45/$55	$65.00									$50/$70	$60/$80	$62.50	$72.50
Coach Pitch Baseball			$45/$55	$65.00									$50/$70	$60/$80	$62.50	$72.50
Kickball													$50/$70	$60/$80	$62.50	$80.00
Flag Football			$45/$55	$65.00	$45.00	$68.00					$36.00		$50/$70	$60/$80	$51.50	$71.00
Basketball			$45/$55	$65.00	$56.00	$64.00					$36.00		$70.00	$70.00	$54.25	$69.67
Fast Pitch Softball			$45/$55	$65.00					$55.00		$36.00		$50/$70	$60/$80	$54.00	$72.50
Volleyball					$45.00	$68.00					$36.00		$50/$70	$60/$80	$51.50	$74.00
Tennis													$50/$70	$60/$80	$62.50	$80.00
	Glendale no longer offers any youth sports. They rent fields to private sports providers to service their community needs.		Shows early registration discount and regular fee				Chandler no longer offers any youth sports. They rent fields to private sports providers to service their community needs.		Gilbert does not offer youth sports other than a partnership with a private baseball/softball organization in the spring.		Mesa offers an $18 fee for all youth sports participants on the free or reduced cost lunch program.		Shows early registration discount and regular fee - more than half of all youth sports participants take advantage of the early registration discount			

Adult and Youth Sports Fee Comparison 2010 - Private

	CCV		AYSO Soccer		NYS		YMCA		Victory Lane		Club Arrowhead		i9 Sports		AVERAGE	
	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate	Member Rate	Non-Member Rate	Resident Rate	Non-Resident Rate	Start Up Fee	Monthly Fee	Resident Rate	Non-Resident Rate	Resident Rate	Non-Resident Rate
ADULT SPORTS	CCV has suspended Adult Sports Programming indefinitely and was not able to provide any past fee information															
Softball					$450.00				$699.80						$574.90	
Flag Football					$375.00										$375.00	
Basketball							$450.00								$450.00	
Soccer					$675.00										$675.00	
Indoor Volleyball							$450.00								$450.00	
Sand Volleyball									$162.45						$162.45	
	CCV		**AYSO Soccer**		**NYS**		**YMCA**		**Victory Lane**		**Club Arrowhead**		**i9 Sports**		**AVERAGE**	
YOUTH SPORTS															Full registration	
Soccer	$220.00		$75.00		$65 /$75		$55.00	$90.00							$106.25	$90.00
T-Ball							$65.00	$85.00							$70.00	$85.00
Coach Pitch Baseball					$65 /$75		$65.00	$85.00							$70.00	$85.00
Kickball															$75.00	n/a
Flag Football	$100/$130				$65 /$75		$40.00	$65.00					$99.00		$86.00	$65.00
Basketball	$100/$130				$85 / $95		$39.00	$74.00					$99.00		$90.75	$74.00
Fast Pitch Softball					$65 /$75										$75.00	n/a
Volleyball					$85 / $95		$85.00	$105.00			$375.00	$139-179			$185.00	$142.00
Tennis															$75.00	n/a
	Shows early registration discount and regular fee				Shows early reg discount and regular fee											

SENIOR PROGRAMS MARKET STUDIES (2010)

	Glendale Adult Center	Phoenix Sunnyslope Community Center	Scottsdale Granit Reef Senior Center	Phoenix Devonshire Senior Center	Tempe Cahill Senior Center	Mesa Senior Center	Gilbert Community Center	Avondale-Goodyear Community Center	Chandler Senior Center	Surprise Senior Center	Peoria Community Center	AVG
Membership Fee												
Resident	$10	$10	n/a	$10	n/a	$15	n/a	n/a	n/a	$12	n/a	$11
Non-resident	$20	$20	n/a	$20	n/a	n/a	n/a	n/a	n/a	$15	n/a	$19
Trips												
Price setting formula	Direct Costs	n/a	n/a	Direct Cost + 10%	50% of direct costs	thru contracted vendor	n/a	Casino trips only	n/a	Direct Cost + 25%	Direct Cost + 25%	
Trip Club annual fee	$8 - Res; $12/NR	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Price Range	$4 - $425	n/a	n/a	$2 - $50	$2 - $50	n/a	n/a	$5	n/a	$5 - $85	$4 - $100	
Classes												
Price setting formula	Direct Cost + 15%	$0	n/a	Direct Cost + 20%	50% of direct costs	n/a	n/a	n/a	n/a	n/a	Direct Cost + 25%	
Exercise classes fee	$54R/65NR	$0	$2	$55	$28	$2	$3	$0	12R/$17/NR	$0	$30	$17
length of class - hrs	1	1	1	1	1	1	1	1	1	1	1	1
# of classes	20	5/wk	1	11	12	1	1	3/wk	4	2/wk	10	
Cost per hour - Res	$3	$0	$2	$5	$2	$2	$3	$0	$3	$0	$3	$2.05
Tai chi fee	n/a	$35	$31R/$47NR	$50	$29	$40	$3	$0	$28R/$38NR	n/a	$30	$27.28
length of class - hrs	n/a	1	1	1	1	1.5	1	1	1	n/a	1	1.06
# of classes	n/a	8	8	8	6	6	1	1/wk	8	n/a	12	
Cost per hour - Res	n/a	$4.38	$3.88	$6.25	$4.83	$4.44	$2.50	$0.00	$3.50	n/a	$2.50	$3.59
Line Dance fee	$12	$0	$35R/$53/NR	$0	$22	$2	$2	n/a	$16R/$22NR	n/a	$30	$13.22
length of class - hrs	1	1	1	1	1	1	1	n/a	1	n/a	2	
# of classes	8	2/wk	8	2/wk	6	1	1	n/a	4	n/a	6	
Cost per hour - Res	$1.50	0	$4.38	$0.00	$3.67	$2.00	$2.00	n/a	$4.00	n/a	$2.50	$2.23
Special Events												
Fee	$0	n/a	$2 - $3	$0	$3 - $7.50	$0	$0	$3	$0	$0	$0	
Fee is for	no fee	n/a	Food, ent.	no fee	Food, ent.	no fee	no fee	Food	no fee	no fee	no fee	

ADAPTIVE RECREATION PROGRAMS

	City of Surprise	City of Tempe	City of Scottsdale	City of Tucson	City of Glendale	City of Mesa	City of Chandler	Town of Gilbert	City of Phoenix	City of Goodyear	City of Peoria	AVG
Trips	n/a	n/a	$10-$20	n/a	n/a	$15 - $20	$3 - $25	n/a	n/a	n/a	$8 - $25	
Classes*												
Classes offered	yes	yes	no	yes	yes	no	yes	no	yes	yes	yes	
Fee recovers...	100% of instructor	25%		0%	50%		**		**	**	instructor and supply cost	
Dances												
per dance fee	$4	$4	$2	$2	$4	n/a	n/a	$5	n/a	n/a	$4	$3.57
# of dances/yr	12	12	12	12	4	n/a	n/a	6	n/a	n/a	40	14
Special Olympics												
per sport	$10	$10	$0	$0	$0	$35/1 sport; $40/2 sports; $45/3 sports	$20	$0	n/a	n/a	n/a	
every 6 months											$25	
After School	n/a	n/a	n/a	DDD funded	n/a	n/a	n/a	n/a	n/a	n/a	DDD funded	
Summer Camp												
Fee	$50	$200	$162	DDD funded	n/a	n/a	$250	n/a	n/a	n/a	DDD funded	
# of hrs/wk	4	6	30				26				30	
# of wks	4	7	4-2wk sessions				6				8	
Bowling												
Registration fee	n/a	$20	n/a	n/a	$0	$0	$0	n/a	n/a	n/a	$0	$4.00
Fee/wk	n/a	$8	n/a	n/a	$2.25	$5	$9	n/a	n/a	n/a	$5	$5.85
# of games	n/a	3	n/a	n/a	2	2	3	n/a	n/a	n/a	2	2.40
Fee per game	n/a	$2.67	n/a	n/a	$1.13	$2.50	$3.00	n/a	n/a	n/a	$2.50	$2.36

*Classes - cities are offering different classes. No comp to the one class we offer

**Staff did not know how the fee is set

TEEN PROGRAM MARKET STUDY 2010

	Chandler	Scottsdale	Surprise	Avondale	Peoria	AVG
Teen Summer Program	Teen Adventure Camp	Club 678			Step Out	
Grades	7th-9th	6th-8th	n/a	n/a	6th-9th	
Full-Time Program Fee (Res)	$110	$486	n/a	n/a	$60	$219
Full-time Program Fee (NR)	$138	$729	n/a	n/a	$100	$322
Program hours	7a-5:30p	10a-4p	n/a	n/a	8a-2:30p	
Number of hours	10.5	6	n/a	n/a	6.5	8
Number of weeks	1	6	n/a	n/a	8	5
Days	M-F	M-F	n/a	n/a	M-F	
Cost per hr - Res	$2.10	$2.70	n/a	n/a	$0.23	$1.68
Cost per hr - NR	$2.63	$4.05	n/a	n/a	$0.38	$2.35
Trips additional fee	No	No	n/a	n/a	Yes	
# trips/week	3	3	n/a	n/a	5	4
Trip fees	Included	Included	n/a	n/a	Direct cost of trip	

Jr. High Dance	n/a	n/a	$8	n/a	$4	$6
Dodgeball	n/a	n/a	n/a	n/a	$3	$3
Lunchbox	n/a	n/a	n/a	n/a	Free	
Trips						
price setting formula	yes - free/minimal fee	n/a	n/a	n/a	yes - direct costs	
Snow Bowl Day Trip	n/a	n/a	n/a	$150	$80	$115

Phoenix offers free teen drop in programs at local recreation centers as well as SIC classes
No Teen Programs, only SIC classes for teens in Gilbert, Glendale, Mesa, Tempe
No summer programs for Surprise, Tempe, Mesa, Gilbert, Glendale, Phoenix

Outdoor Classes Market Study 2010

	Discover Lake Kayak			Intro to Lake Kayak			Hike of the Month		
	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr	Fee	Hrs	Cost/hr
Tempe	$30	2	$15.00						
Chandler							$7	5	$1.40
Avondale	$45	4	$11.25						
Maricopa County							Free		
Bass Pro	free	Classroom workshops only							
REI	free	Classroom workshops only							
Cabellas	free	Classroom and Lake Demos							
Peoria	$55	5	$11.00	$80	7	$11.43	$35	5	$7.00
Avg.	$9		$3.28	$0		$0.00	$1		$0.20

ACA Certification

Scottsdale Outdoor Program consists of horesback riding and golf lessons.
Tempe has a junior Kayak Team for 3 days per week at $225 for 2 months.
No Outdoor Programs; Glendale, Gilbert, Mesa, Phoenix.

Recreation Center Pass Market Study - 2010

RESIDENTS

Daily	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	PRIVATE **Pure Fit.	PRIVATE **Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	$1.00	$1.00	$3.00	$2.50	$3.00	$3.00	$4.00	n/a	n/a	$3.00	$3.08
Adult	No Rec Ctr.	No Rec Ctr.	$2.00	$2.00	$5.00	$4.00	$4.00	$4.00	$4.00	n/a	n/a	$5.00	$4.33
Senior	No Rec Ctr.	No Rec Ctr.	$2.00	$2.00	$4.00	$3.50	$3.00	$3.00	$4.00	n/a	n/a	$4.00	$3.58

Monthly	Goodyear	Surprise	10 visits *Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$20.00	$15.00	$24.00	$30.00	$24.00	n/a	n/a	$15.00	$21.33
Adult	No Rec Ctr.	No Rec Ctr.	$20.00	n/a	$35.00	$25.00	$31.00	$30.00	$24.00	$21.00	$22.50	$25.00	$26.69
Senior	No Rec Ctr.	No Rec Ctr.	$20.00	n/a	$20.00	$21.00	$24.00	$30.00	$24.00	n/a	n/a	$20.00	$23.17
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$55.00	n/a	$50.00	$45.00	n/a	n/a	n/a	$40.00	$47.50
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$65.00	$65.00	$60.00	$60.00	n/a	n/a	n/a	$50.00	$60.00
Corporate	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$300.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$300.00

3 Month	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$54.00	n/a	n/a	n/a	n/a	$42.00	$48.00
Adult	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$72.00	n/a	n/a	n/a	n/a	$67.00	$69.50
Senior	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$54.00	n/a	n/a	n/a	n/a	$54.00	$54.00
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$129.00	n/a	n/a	n/a	n/a	$108.00	$118.50
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$162.00	n/a	n/a	n/a	n/a	$135.00	$148.50

6 Month	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$66.00	$108.00	n/a	$120.00	n/a	n/a	$75.00	$92.25
Adult	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$127.00	$144.00	n/a	$120.00	n/a	n/a	$125.00	$129.00
Senior	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$108.00	$108.00	n/a	$120.00	n/a	n/a	$100.00	$109.00
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$258.00	n/a	n/a	n/a	n/a	$200.00	$229.00
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$325.00	$324.00	n/a	n/a	n/a	n/a	$250.00	$299.67

Annual	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	$5.00	150 or 200	$110.00	$216.00	200 or 225	n/a	n/a	n/a	$135.00	$153.67
Adult	No Rec Ctr.	No Rec Ctr.	n/a	$10.00	$350.00	$204.00	$288.00	$300.00	n/a	$252.00	$270.00	$225.00	$269.86
Senior	No Rec Ctr.	No Rec Ctr.	n/a	$10.00	$200.00	$173.00	$216.00	$225.00	n/a	n/a	n/a	$180.00	$198.80
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$550.00	n/a	$516.00	$500.00	n/a	n/a	n/a	$360.00	$481.50
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$650.00	$523.00	$648.00	$600.00	n/a	n/a	n/a	$450.00	$574.20
Corporate	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$3,000.00	n/a	n/a	n/a	n/a	n/a	n/a	$1,500.00	$2,250.00

*Not part of the average because they are not comparable Rec. Centers to Rio Vista.

**Private Sector Facilities can negotiate fees and run seasonal specials. Amount listed is an estimated average.

NON-RESIDENT

Daily	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	PRIVATE **Pure Fit.	PRIVATE **Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	$1.50	$1.00	$4.00	$3.75	$3.00	$4.00	$4.00	n/a	n/a	$4.00	$3.79
Adult	No Rec Ctr.	No Rec Ctr.	$3.00	$2.00	$6.00	$6.00	$4.00	$5.00	$4.00	n/a	n/a	$6.00	$5.17
Senior	No Rec Ctr.	No Rec Ctr.	$3.00	$2.00	$5.00	$5.25	$3.00	$4.00	$4.00	n/a	n/a	$5.00	$4.38

Monthly	Goodyear	Surprise	10 visits *Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$24.00	$22.50	$24.00	$38.00	$24.00	n/a	n/a	$20.00	$25.42
Adult	No Rec Ctr.	No Rec Ctr.	$30.00	n/a	$42.00	$37.50	$31.00	$38.00	$24.00	$21.00	$22.50	$30.00	$30.75
Senior	No Rec Ctr.	No Rec Ctr.	$30.00	n/a	$24.00	$31.50	$24.00	$38.00	$24.00	n/a	n/a	$25.00	$27.75
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$66.00	n/a	$50.00	$57.00	n/a	n/a	n/a	$50.00	$55.75
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$78.00	$97.50	$60.00	$75.00	n/a	n/a	n/a	$60.00	$74.10

3 Month	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$54.00	n/a	n/a	n/a	n/a	$54.00	$54.00
Adult	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$72.00	n/a	n/a	n/a	n/a	$81.00	$76.50
Senior	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$54.00	n/a	n/a	n/a	n/a	$67.00	$60.50
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$129.00	n/a	n/a	n/a	n/a	$135.00	$132.00
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$162.00	n/a	n/a	n/a	n/a	$162.00	$162.00

6 Month	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$99.00	$108.00	n/a	$120.00	n/a	n/a	$100.00	$106.75
Adult	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$190.50	$144.00	n/a	$120.00	n/a	n/a	$150.00	$151.13
Senior	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$162.00	$108.00	n/a	$120.00	n/a	n/a	$125.00	$128.75
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	n/a	$258.00	n/a	n/a	n/a	n/a	$250.00	$254.00
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	n/a	$487.50	$324.00	n/a	n/a	n/a	n/a	$300.00	$370.50

Annual	Goodyear	Surprise	*Scottsdale	*Phoenix	Glendale	Gilbert	Mesa	Chandler	Tempe	**Pure Fit.	**Gold's	Peoria	Average
Youth	No Rec Ctr.	No Rec Ctr.	n/a	$10.00	180 or 240	$165.00	$216.00	250 or 282	n/a	n/a	n/a	$180.00	$187.00
Adult	No Rec Ctr.	No Rec Ctr.	n/a	$20.00	$420.00	$306.00	$288.00	$375.00	n/a	$252.00	$270.00	$270.00	$311.57
Senior	No Rec Ctr.	No Rec Ctr.	n/a	$20.00	$240.00	$259.50	$216.00	$282.00	n/a	n/a	n/a	$225.00	$244.50
2 Person	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$660.00	n/a	$516.00	$625.00	n/a	n/a	n/a	$450.00	$562.75
Family	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$780.00	$784.50	$648.00	$750.00	n/a	n/a	n/a	$540.00	$700.50
Corporate	No Rec Ctr.	No Rec Ctr.	n/a	n/a	$3,000.00	n/a	n/a	n/a	n/a	n/a	n/a	$1,500.00	$2,250.00

*Not part of the average because they are not comparable Rec. Centers to Rio Vista.

**Private Sector Facilities can negotiate fees and run seasonal specials. Amount listed is an estimated average.

ATTACHMENT 3

FY2012 Proposed Fee Increases Table

FY '12 PROPOSED FEE INCREASES

Division #	Program	Current Fee	Proposed Fee	Additional Revenue *	Number of Participants	Updated Cost Recovery	Notes
1410	Child Open Swim	$0.50	$1	$13,000	26,000		Same since 1987. Market study - $1.07/avg.
1410	Adult Open Swim	$1.50	$2	$5,500	11,000		Same since 1987. Market study - $2.05/avg.
1410	Individual Swim Pass	$20	$25	$225	45		Same since 1987. Market study - $27.71/avg
1410	Family Swim Pass	$60	$75	$1,650	110		Increased in FY '00. Market study - $90.20/avg.
1410	Resident swim lessons	$18	$20	$13,800	6,900		Increased in FY07 - started March 2007. Market Study - $22.17/avg for Res; $35.69/avg. for NR
1410	Non-Res Swim lessons	$50 - Sunrise; $25 - Peoria/Centennial	$52 - Sunrise; $26 - Peoria/Centennial	$200	100		
1410	Swim Team - Resident	$80	$90	$5,800	580		Increased in summer FY '09. New fees would not start until summer 2012.
1410	Swim Team - NR	$140	$150	$600	60		
1410	Sunrise Pool Rentals (per hour)	$150 - 100, $200 - up to 200, $300 - 201+	$175 - 100, $225 - up to 200, $325 - 201+	$2,800			Increased in FY '10. Increased fee proposed for increased utility and chemical costs. $14,359 in revenue from rentals in FY '10
1410	Centennial/Peoria Pool Rentals (per hour)	$125 - 100, $175 - up to 200, $275 - 201+	$150 - 100, $200 - up to 200, $300 - 201+				
				$43,575		47%	
1420	AM/PM (Full Time - 5 days/wk)	$30 - $56	$30 - $61	$51,000	604		Increased in FY '08. DHS fees increased $3,150/every 3 years to $46,500/every 3 years. Market study - $25.60-$65.60/avg
	AM/PM (Part Time - 1day/wk)	$6 - $14	$6 - $15	$21,080	442		Increased in FY '08. DHS fees increased $3,150/every 3 years to $46,500/every 3 years. Market study - $5.60 - $15.40/avg
				$72,080		94%	
1430	Little Learners - Full Time Participant	$115	$125	$29,070	57		Fee has never been increased since the program started in FY '05. Market Study - $94/PT - $163/FT - AVG
1430	Little Learners - Part Time Participant	$80	$90	$8,670	17		
				$37,740		102%	
1532	Assorted - Rec Center passes/rentals	See attached	See attached	$76,300			Fees have not been raised since opening in FY '07. Market study shows that we are below the avg. by 4% - 25% depending on the pass.
				$76,300		71%	

*Includes full year of increased fees

Add'l Revenue*	**$229,695**

Increases would take effect January 1, 2012
Increases at beginning of Spring Session
Increases at beginning of Summer Session

RV Recreation Center Proposed Fees - FY '12

RESIDENTS	Current			Proposed Fees			
Daily	Peoria	FY '10 part	Average	Recommend	$ Increase	% Increase	Est. Rev.
Youth	$3.00	17,215	$3.08	$3.00	$0.00	0.00%	$0.00
Adult	$5.00	5,383	$4.33	$5.00	$0.00	0.00%	$0.00
Senior	$4.00	172	$3.58	$4.00	$0.00	0.00%	$0.00
TOTAL							$0.00
Monthly - Based on daily x 5 days/mo				Monthly - Based on daily x 6 days/mo			
Monthly	Peoria		Average	Recommend	$ Increase	% Increase	Est. Rev.
Youth	$15.00	911	$21.33	$18.00	$3.00	20.00%	$2,733.00
Adult	$25.00	1,533	$26.69	$30.00	$5.00	20.00%	$7,665.00
Senior	$20.00	210	$23.17	$24.00	$4.00	20.00%	$840.00
2 Person	$40.00	513	$47.50	$48.00	$8.00	20.00%	$4,104.00
Family	$50.00	1,022	$60.00	$60.00	$10.00	20.00%	$10,220.00
TOTAL							$25,562.00
3 mo - based on daily x 13.5 - 14 days/mo				3 mo - based on daily x 15 days/mo			
3 Month	Peoria		Average	Recommend	$ Increase	% Increase	Est. Rev.
Youth	$42.00	183	$48.00	$45.00	$3.00	7.14%	$549.00
Adult	$67.00	352	$69.50	$75.00	$8.00	11.94%	$2,816.00
Senior	$54.00	86	$54.00	$60.00	$6.00	11.11%	$516.00
2 Person	$108.00	212	$118.50	$120.00	$12.00	11.11%	$2,544.00
Family	$135.00	400	$148.50	$150.00	$15.00	11.11%	$6,000.00
TOTAL							$12,425.00
6 month - based on 5 mo/monthly				6 month - based on 4.5 mo/monthly (27 days)			
6 Month	Peoria		Average	Recommend	$ Increase	% Increase	Est. Rev.
Youth	$75.00	17	$92.25	$81.00	$6.00	8.00%	$102.00
Adult	$125.00	62	$129.00	$135.00	$10.00	8.00%	$620.00
Senior	$100.00	10	$109.00	$108.00	$8.00	8.00%	$80.00
2 Person	$200.00	26	$229.00	$216.00	$16.00	8.00%	$416.00
Family	$250.00	97	$299.67	$270.00	$20.00	8.00%	$1,940.00
TOTAL							$3,158.00
Annual - based on 9 mo/monthly				Annual - based on 8.5 mo/monthly (51 days)			
Annual	Peoria		Average	Recommend	$ Increase	% Increase	Est. Rev.
Youth	$135.00	39	$153.67	$153.00	$18.00	13.33%	$702.00
Adult	$225.00	59	$269.86	$255.00	$30.00	13.33%	$1,770.00
Senior	$180.00	50	$198.80	$204.00	$24.00	13.33%	$1,200.00
2 Person	$360.00	102	$481.50	$408.00	$48.00	13.33%	$4,896.00
Family	$450.00	243	$574.20	$510.00	$60.00	13.33%	$14,580.00
Corporate	$1,500.00	5	$2,250.00	$1,600.00	$100.00	6.67%	$500.00
TOTAL	Full year increased revenue						$23,648.00

NON-RESIDENT

	Current			Proposed Fees			
Daily	Peoria	FY '10 part	Average	Recommend	$ Increase	% Increase	Estimated
Youth	$4.00	4,530	$3.79	$4.00	$0.00	0.00%	$0.00
Adult	$6.00	3,950	$5.17	$6.00	$0.00	0.00%	$0.00
Senior	$5.00	182	$4.38	$5.00	$0.00	0.00%	$0.00
TOTAL							$0.00
Monthly - Based on daily x 5 days/mo				Monthly - Based on daily x 6 days/mo			
Monthly	Peoria		Average	Recommend	$ Increase	% Increase	Estimated
Youth	$20.00	179	$25.42	$24.00	$4.00	20.00%	$716.00
Adult	$30.00	322	$30.75	$36.00	$6.00	20.00%	$1,932.00
Senior	$25.00	61	$27.75	$30.00	$5.00	20.00%	$305.00
2 Person	$50.00	42	$55.75	$60.00	$10.00	20.00%	$420.00
Family	$60.00	140	$74.10	$72.00	$12.00	20.00%	$1,680.00
TOTAL							$5,053.00
3 mo - based on daily x 13.5 - 14 days/ 3 mo				3 mo - based on daily x 15 days/3 mo			
3 Month	Peoria		Average	Recommend	$ Increase	% Increase	Estimated
Youth	$54.00	29	$54.00	$60.00	$6.00	11.11%	$174.00
Adult	$81.00	49	$76.50	$90.00	$9.00	11.11%	$441.00
Senior	$67.00	39	$60.50	$75.00	$8.00	11.94%	$312.00
2 Person	$135.00	23	$132.00	$150.00	$15.00	11.11%	$345.00
Family	$162.00	30	$162.00	$180.00	$18.00	11.11%	$540.00
TOTAL							$1,812.00
6 month - based on 5 mo/monthly				6 month - based on 4.5 mo/monthly (27 days)			
6 Month	Peoria		Average	Recommend	$ Increase	% Increase	Estimated
Youth	$100.00	2	$106.75	$108.00	$8.00	8.00%	$16.00
Adult	$150.00	7	$151.13	$162.00	$12.00	8.00%	$84.00
Senior	$125.00	4	$128.75	$135.00	$10.00	8.00%	$40.00
2 Person	$250.00	4	$254.00	$270.00	$20.00	8.00%	$80.00
Family	$300.00	3	$370.50	$324.00	$24.00	8.00%	$72.00
TOTAL							$292.00
Annual - based on 9 mo/monthly				Annual - based on 8.5 mo/monthly (51 days)			
Annual	Peoria		Average	Recommend	$ Increase	% Increase	Estimated
Youth	$180.00	6	$187.00	$204.00	$24.00	13.33%	$144.00
Adult	$270.00	41	$311.57	$306.00	$36.00	13.33%	$1,476.00
Senior	$225.00	11	$244.50	$255.00	$30.00	13.33%	$330.00
2 Person	$450.00	10	$562.75	$510.00	$60.00	13.33%	$600.00
Family	$540.00	25	$700.50	$612.00	$72.00	13.33%	$1,800.00
Corporate	$1,500.00	0	$2,250.00	$1,700.00	$200.00	13.33%	$0.00
TOTAL	Full year increased revenue						$4,350.00
Grand Total				Full year increased revenue			$76,300.00

ATTACHMENT 4

FY2011 Community Services Fees Table

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE FY '11

ITEM	CURRENT RATE FOR RESIDENTS	PERMISSIBLE FEE RANGE FOR RESIDENTS	CURRENT RATE FOR NON-RESIDENTS	PERMISSIBLE FEE RANGE FOR NON-RESIDENTS
Swim Fees				
Open Swim (Children under 16)	$0.50	$ .50 - $3.00	$0.50	$ .50 - $3.00
Open Swim (Adults over 17)	$1.50		$1.50	
Swim Lessons	$18	$12 - $20	$50	$50 - $80
Aqua Aerobics Walk- ins	$4.50		$4.50	
Aqua Aerobics	$35	$20 - $120	$55	$50 - $160
Conditioning School	$30		$50	
Guard Start	$75		$95	
Lifeguard Training	$120		$150	
Water Safety Instructor Training	$120		$150	
Swim Team - Individual	$80	$35 - $90	$140	$100 - $150
Swim Pass - Individual	$20	$20 - $110	$20	$20 - $110
Swim Pass - Family	$60		$60	
Misc. fees* (resale items, etc)	$2 - $25	See below	$2 - $25	See below
Senior/Adaptive Recreation				
Senior Dance	$4	$2 - $4	$4	$2 - $4
Adaptive Recreation Dance*	$4/Drop In		$4/Drop In	
Senior Ceramic Classes	Between Seniors and Instructor	Between Seniors and Instructor	Between Seniors and Instructor	Between Seniors and Instructor
Adaptive Recreation Bowling*	$5/time or $35/session	$4-$5/time or $28-$35/session	$5/time or $35/session	$4-$5/time or $28-$35/session
Special Olympics (biannual)	$25	$25 - $50	$25	$25 - $50
Adult Day Program Private Pay Option per day	$5	$5-$10	$5	$5-$10
Senior Classes*	Direct Cost + 25%	Direct Costs + Indirect Costs	Direct Cost + 25%	Direct Costs + Indirect Costs
Adaptive Recreation Classes*	Direct Costs	Direct Costs	Direct Costs	Direct Costs
Senior Trips*	Direct Costs + 20%	Direct Costs + Indirect Costs	Direct Costs + 20%	Direct Costs + Indirect Costs
Adaptive Recreation Trips*	Direct Costs	Direct Costs	Direct Costs	Direct Costs
Misc. fees* (resale items, late reg. etc.)	$ .50 - $25	See below	$ .50 - $25	See below
Youth Recreation Programs				
Summer Recreation Program	$50	$25 - $60	$100	$80 - $120
Registration Fees (Depends on program)*	$20 - $30	$20 - $30	$20 - $30	$20 - $30
Summer Camp Daily Fee*	$24	$17.50 - $25	$24	$23 - $40
Summer Camp Weekly Fee*	$98	$97 - $130	$98	$97 - $130
Lil' Learners Full Time Weekly (12 hrs/5 days) Fee*	$115	$115 - $150	$115	$115 - $150
Lil' Learners Part Time Weekly (6 hrs/5 days) Fee*	$80	$80 - $110	$80	$80 - $110
AM/PM Recreation Program (Full Time - 5 days/wk)*	$25 - $56	$25 - $80	$25 - $56	$25 - $80
AM/PM Recreation Program (Part Time - 1day/wk)*	$5 - $14	$3 - $35	$5 - $14	$3 - $35
Misc. Fees* (resale items, late reg., etc.)	$10 - $15	See below	$10 - $15	See below
Trips for youth programs*	Direct Costs + 20%	Direct Costs + Indirect Costs	Direct Costs + 20%	Direct Costs + Indirect Costs

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE FY '11

Special Interest Classes/Brochure				
Special Interest Classes - Adults	Direct Costs + $28/per	Direct Costs + Indirect Costs	Direct Costs + $32/per	Direct Costs + Indirect Costs + $5
Special Interest Classes - Youth	Direct Costs + $21/per		Direct Costs + $28/per	
Misc. Fees* (late reg., etc.)	$5 - $20	See below	$5 - $20	See below
Advertising in Quarterly Brochure	Back Cover - 1X - $1,000	$160 - $1,000	Back Cover - 1X - $1,000	$160 - $1,000
	Back Cover - 4X/yr - $875		Back Cover - 4X/yr - $875	
	Full Page - 1X - $800		Full Page - 1X - $800	
	Full Page - 4X/yr - $712.5		Full Page - 4X/yr - $712.5	
	1/2 Page - 1X - $420		1/2 Page - 1X - $420	
	1/2 Page - 4X/yr - $375		1/2 Page - 4X/yr - $375	
	1/4 Page - 1X - $320		1/4 Page - 1X - $320	
	1/4 Page - 4X/yr - $300		1/4 Page - 4X/yr - $300	

Sports				
Adult Flag Football*	$450	$180-$500	$450	$180-$500
Adult Softball*	$450		$450	
Adult Basketball*	$450		$450	
Adult Volleyball* - Outdoor	$125		$125	
Adult Volleyball* - Indoor	$300		$300	
Adult 3-on-3 Basketball				
Adult Wallyball				
Adult Dodgeball				
Adult Floor Hockey	$200		$200	
High School Basketball*	$220		$220	
Adult Soccer*	$1,000	$800-$1,200	$1,000	$800-$1,200
Adult Baseball*	$1,250	$1,100 - $1,500	$1,250	$1,100 - $1,500
Youth T-Ball*	$50	$35 - $50	$80	$60 - $120
Youth Sports Camps* (2 wks)				
Youth Basketball*				
Youth Soccer*				
Youth Football*				
Youth Volleyball*				
Youth Lacrosse*				
Youth Coach Pitch Baseball*				
Youth Kickball*				
Youth Softball*				
Youth Roller Hockey*				
Youth Floor Hockey				
Youth Dodgeball				
Youth Wiffle Ball				
Youth Racquetball				
Youth Badminton				
Youth Wallyball				
Youth Racquet Sports				
Youth Team Tennis				
Youth 3-on-3 Basketball				
Adult Badminton				
Adult Racquetball	$30 - $50		$30 - $50	
High School Baseball*	$800	$800 - $900	$800	$800 - $900
Teen Sports Camps	$95 - $105	$95 - $150	$95 - $105	$95 - $150

Misc. Fees* (late fee, resale items, etc.)	$1 - $30	see below	$1 - $30	see below

Special Events				
Athletic Races*	$15	$15 - $25	$15	$15 - $25
Sports Tournaments* (Depends on Youth or Adult)	$30 - $200	$30 - $200	$30 - $200	$30 - $200
Golf Tournament*	$50	$50 - $100	$50	$50 - $100
Baseball Tournament* (Depends on # of games)	$600 - $800	$600 - $800	$600 - $800	$600 - $800
Misc. Fees* (resale items, late fee, etc.)	$1 - $30	see below	$1 - $30	see below

Rentals				
Ramada Rental - Single (up to 25 people)	$20/4 hours	$15 - $20/4 hours	$55/4 hours	$30 - $70/4 hours
Ramada Rental - Double (up to 50 people)	$30/4 hours	$25 - $35/4 hours	$75/4 hours	$50 - $100/4 hours
Ramada Rental - Group (up to 100 people)	$60/4 hours	$50 - $70/4 hours	$150/4 hours	$100 - $170/4 hours
Ramada Rental - Pavilion (up to 300 people)	$180/4 hours	$150 - $200/4 hours	$450/4 hours	$420 - $600/4 hours
Softball Field Rental (per hour/per field)(2 hr/min)	$10	$10 - $15	$15	$10 - $15
Softball Field Lights (per hour/per field) (2 hr. min)	$10	$0 - $15	$15	$10 - $15
Field Prep (per field)	$10	$0 - $15	$15	$10 - $15
Pool Rental - 100 or less people	$150/hour		$150/hour	
101-200 people	$200/hour	$100 - $300	$200/hour	$100 - $300
201+ people	$300/hour		$300/hour	
Women's Club (per hour)	$0 - $60	$0 - $110	$0 - $60	$0 - $110
Community Center (per hour)	$0 - $90	$0 - $130	$0 - $90	$0 - $130
Libraries (per hour)	$0 - $35	$15 - $40	$0 - $35	$15 - $40
Beer Permits (per occurrence)	$10	$10 - $20	$10	$10 - $20
Sunrise Family Center - One room/hour (2 hr. min.)	$40	$40 - $60	$40	$40 - $60
Kitchenette/hour (with room rental)	$10	$10 - $30	$10	$10 - $30

Rio Vista Park				
4 Diamond/Field Complex Reservation Fee				
8am - noon (4 hours)	$0 - $310		$0 - $310	
8am - 4pm (8 hours)	$0 - $650		$0 - $650	
8am - 6pm (10 hours)	$0 - $770	$ 0 - $1,400	$0 - $770	$ 0 - $1,400
8am - 8pm (12 hrs./2 hrs. lights)	$0 - $990		$0 - $990	
8am - 10pm (14 hrs./4 hrs. lights)	$0 - $1,210		$0 - $1,210	
6pm - 10pm (4 hrs./4 hrs. lights)	$0 - $610		$0 - $610	
Cleanup Deposit	$0 - $200	$0 - $200	$0 - $200	$0 - $200
Reservation Deposit				
Individual Fields Reservation Fee				
Reservation Fee/Field (2 hr. min.)	$0 - $40	$0 - $60	$0 - $40	$0 - $60
Lights per Field (2 hr. min.)	$0 - $20		$0 - $20	
Supervision/Personnel per hour	$0 - $15	$0 - $40	$0 - $15	$0 - $40
Volleyball Courts Reservation Fees				
Fee per court per hour	$0 - $10	$0 - $10	$0 - $10	$0 - $10
Supervision/personnel/hour (3 cts)	$0 - $15	$0 - $30	$0 - $15	$0 - $30
Cleanup Deposit (3 courts)		$0 - $200		$0 - $200
Reservation Deposit (3 courts)	$0 - $200		$0 - $200	

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE FY '11

Rio Vista Recreation Center				
Daily Pass Holder Fee	$3 - $5	$3 - $10	$4 - $6	$4 - $15
Monthly Pass Holder Fee	$15 - $50	$15 - $100	$20 - $60	$20 - $120
3 month Pass Holder Fee	$41.50 - $135	$40 - $225	$54 - $162	$50 - $260
6 Month Pass Holder Fee	$75 - $250	$75 – 500	$100 - $300	$100 - $600
Annual Pass Holder Fee	$135 - $450	$135 - $900	$180 - $540	$180 - $1000
Corporate Pass Holder Fee	$1,500	$1,500 - $2,500	$1,500	$1,500 - $2,500
Kid's Corner (2 Hours)	$3	$2 - $6	$3	$2 - $6
Classroom Rentals/per hour	$40 - $80	$40 - $160	$50 - $100	$50 - $190
Recreation Center/per hr. depending on usage	$250	$250 - $500	$300	$300 - $600
Multipurpose Room Rentals/per hour	$80 - $200	$80 - $500	$100 - $250	$100 - $600
Room Deposits	$50 - $350	$50 - $600	$50 - $350	$50 - $600
Other Rentals (gym, wall, etc.)/per hour	$45 - $95	$45 - $150	$55 - $125	$55 - $170
Personal Trainer Packages	$25 - $210	$25 - $500	$25 - $210	$25 - $500
Misc. Fees* (Resale, equipment rental, hr. security)	$1 - $200	see below	$1 - $200	see below

Library				
Fines (per day/per item)	$0.20	$ .05 - $2.50	$0.20	$ .05 - $2.50
Fines (Replacement of each lost library card)	$2		$2	
Fines (Unretrieved holds)	$1		$1	
Fines - Video (per day after 7 days)	$1		$1	
Fines (Processing of lost/damaged items)	$5	$5 - $7	$5	$5 - $7
Fines (Interlibrary Loans)	$0.50	$ .50 - $1	$0.50	$ .50 - $1
Copy/Print (per page)	$0.20	$ .10 - $ .20	$0.20	$ .10 - $ .20

Sports Complex				
Additional Field Preps - per field	$25		$25	
Folding chairs - per day	$1	$0 - $1	$1	$0 - $1
Eight foot tables - per day	$5	$0 - $5	$5	$0 - $5
Facility Maintenance - per hour per person	$30	Contingent upon current City pay schedule	$30	Contingent upon current City pay schedule
Porters - per hour per porter	$13	$0 - $15	$13	$0 - $15
Stadium Media Dining Room - 3 hr. minimum	$20	$0 - $150 each 3 hour block	$20	$0 - $150 each 3 hour block
Souvenir Store - 3 hr. minimum	$30	$0 - $150 each 3 hour block	$30	$0 - $150 each 3 hour block
Club House w/ 2 fields (Jan through March)	No fee established	$0 - $1,200 per day	No fee established	$0 - $1,200 per day
Club House w/ 4 fields (Jan through March)	No fee established	$0 - $1,500 per day	No fee established	$0 - $1,500 per day
Club House w/ 2 fields (April through September)	No fee established	$0 - $1,000 per day	No fee established	$0 - $1,000 per day
Club House w/ 4 fields (April through September)	No fee established	$0 - $1,300 per day	No fee established	$0 - $1,300 per day

* Each of these activities requires the purchase of supplies necessary for the activity. The fee includes the actual cost of the program to the City.

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE FY '11

ITEM	CURRENT RATE FOR RESIDENTS	PERMISSIBLE FEE RANGE FOR RESIDENTS	CURRENT RATE FOR NON-RESIDENTS	PERMISSIBLE FEE RANGE FOR NON-RESIDENTS
Swim Fees				
Open Swim (Children under 16)	$0.50	$ .50 - $3.00	$0.50	$ .50 - $3.00
Open Swim (Adults over 17)	$1.50		$1.50	
Swim Lessons	$18	$12 - $20	$50	$50 - $80
Aqua Aerobics Walk- ins	$4.50		$4.50	
Aqua Aerobics	$35	$20 - $120	$55	$50 - $160
Conditioning School	$30		$50	
Guard Start	$75		$95	
Lifeguard Training	$120		$150	
Water Safety Instructor Training	$120		$150	
Swim Team - Individual	$80	$35 - $90	$140	$100 - $150
Swim Pass - Individual	$20	$20 - $110	$20	$20 - $110
Swim Pass - Family	$60		$60	
Misc. fees* (resale items, etc)	$2 - $25	See below	$2 - $25	See below
Senior/Adaptive Recreation				
Senior Dance	$4	$2 - $4	$4	$2 - $4
Adaptive Recreation Dance*	$4/Drop In		$4/Drop In	
Senior Ceramic Classes	Between Seniors and Instructor	Between Seniors and Instructor	Between Seniors and Instructor	Between Seniors and Instructor
Adaptive Recreation Bowling*	$5/time or $35/session	$4-$5/time or $28-$35/session	$5/time or $35/session	$4-$5/time or $28-$35/session
Special Olympics (biannual)	$25	$25 - $50	$25	$25 - $50
Adult Day Program Private Pay Option per day	$5	$5-$10	$5	$5-$10
Senior Classes*	Direct Cost + 25%	Direct Costs + Indirect Costs	Direct Cost + 25%	Direct Costs + Indirect Costs
Adaptive Recreation Classes*	Direct Costs	Direct Costs	Direct Costs	Direct Costs
Senior Trips*	Direct Costs + 20%	Direct Costs + Indirect Costs	Direct Costs + 20%	Direct Costs + Indirect Costs
Adaptive Recreation Trips*	Direct Costs	Direct Costs	Direct Costs	Direct Costs
Misc. fees* (resale items, late reg. etc.)	$ .50 - $25	See below	$ .50 - $25	See below
Youth Recreation Programs				
Summer Recreation Program	$50	$25 - $60	$100	$80 - $120
Registration Fees (Depends on program)*	$20 - $30	$20 - $30	$20 - $30	$20 - $30
Summer Camp Daily Fee*	$24	$17.50 - $25	$24	$23 - $40
Summer Camp Weekly Fee*	$98	$97 - $130	$98	$97 - $130
Lil' Learners Full Time Weekly (12 hrs/5 days) Fee*	$115	$115 - $150	$115	$115 - $150
Lil' Learners Part Time Weekly (6 hrs/5 days) Fee*	$80	$80 - $110	$80	$80 - $110
AM/PM Recreation Program (Full Time - 5 days/wk)*	$25 - $56	$25 - $80	$25 - $56	$25 - $80
AM/PM Recreation Program (Part Time - 1day/wk)*	$5 - $14	$3 - $35	$5 - $14	$3 - $35
Misc. Fees* (resale items, late reg., etc.)	$10 - $15	See below	$10 - $15	See below
Trips for youth programs*	Direct Costs + 20%	Direct Costs + Indirect Costs	Direct Costs + 20%	Direct Costs + Indirect Costs

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE FY '11

Special Interest Classes/Brochure				
Special Interest Classes - Adults	Direct Costs + $28/per	Direct Costs + Indirect Costs	Direct Costs + $32/per	Direct Costs + Indirect Costs + $5
Special Interest Classes - Youth	Direct Costs + $21/per		Direct Costs + $28/per	
Misc. Fees* (late reg., etc.)	$5 - $20	See below	$5 - $20	See below
Advertising in Quarterly Brochure	Back Cover - 1X - $1,000	$160 - $1,000	Back Cover - 1X - $1,000	$160 - $1,000
	Back Cover - 4X/yr - $875		Back Cover - 4X/yr - $875	
	Full Page - 1X - $800		Full Page - 1X - $800	
	Full Page - 4X/yr - $712.5		Full Page - 4X/yr - $712.5	
	1/2 Page - 1X - $420		1/2 Page - 1X - $420	
	1/2 Page - 4X/yr - $375		1/2 Page - 4X/yr - $375	
	1/4 Page - 1X - $320		1/4 Page - 1X - $320	
	1/4 Page - 4X/yr - $300		1/4 Page - 4X/yr - $300	

Sports				
Adult Flag Football*	$450	$180-$500	$450	$180-$500
Adult Softball*	$450		$450	
Adult Basketball*	$450		$450	
Adult Volleyball* - Outdoor	$125		$125	
Adult Volleyball* - Indoor	$300		$300	
Adult 3-on-3 Basketball				
Adult Wallyball				
Adult Dodgeball				
Adult Floor Hockey	$200		$200	
High School Basketball*	$220		$220	
Adult Soccer*	$1,000	$800-$1,200	$1,000	$800-$1,200
Adult Baseball*	$1,250	$1,100 - $1,500	$1,250	$1,100 - $1,500
Youth T-Ball*	$50	$35 - $50	$80	$60 - $120
Youth Sports Camps* (2 wks)				
Youth Basketball*				
Youth Soccer*				
Youth Football*				
Youth Volleyball*				
Youth Lacrosse*				
Youth Coach Pitch Baseball*				
Youth Kickball*				
Youth Softball*				
Youth Roller Hockey*				
Youth Floor Hockey				
Youth Dodgeball				
Youth Wiffle Ball				
Youth Racquetball				
Youth Badminton				
Youth Wallyball				
Youth Racquet Sports				
Youth Team Tennis				
Youth 3-on-3 Basketball				
Adult Badminton				
Adult Racquetball	$30 - $50		$30 - $50	
High School Baseball*	$800	$800 - $900	$800	$800 - $900
Teen Sports Camps	$95 - $105	$95 - $150	$95 - $105	$95 - $150

Misc. Fees* (late fee, resale items, etc.)	$1 - $30	see below	$1 - $30	see below

Special Events				
Athletic Races*	$15	$15 - $25	$15	$15 - $25
Sports Tournaments* (Depends on Youth or Adult)	$30 - $200	$30 - $200	$30 - $200	$30 - $200
Golf Tournament*	$50	$50 - $100	$50	$50 - $100
Baseball Tournament* (Depends on # of games)	$600 - $800	$600 - $800	$600 - $800	$600 - $800
Misc. Fees* (resale items, late fee, etc.)	$1 - $30	see below	$1 - $30	see below

Rentals				
Ramada Rental - Single (up to 25 people)	$20/4 hours	$15 - $20/4 hours	$55/4 hours	$30 - $70/4 hours
Ramada Rental - Double (up to 50 people)	$30/4 hours	$25 - $35/4 hours	$75/4 hours	$50 - $100/4 hours
Ramada Rental - Group (up to 100 people)	$60/4 hours	$50 - $70/4 hours	$150/4 hours	$100 - $170/4 hours
Ramada Rental - Pavilion (up to 300 people)	$180/4 hours	$150 - $200/4 hours	$450/4 hours	$420 - $600/4 hours
Softball Field Rental (per hour/per field)(2 hr/min)	$10	$10 - $15	$15	$10 - $15
Softball Field Lights (per hour/per field) (2 hr. min)	$10	$0 - $15	$15	$10 - $15
Field Prep (per field)	$10	$0 - $15	$15	$10 - $15
Pool Rental - 100 or less people	$150/hour		$150/hour	
101-200 people	$200/hour	$100 - $300	$200/hour	$100 - $300
201+ people	$300/hour		$300/hour	
Women's Club (per hour)	$0 - $60	$0 - $110	$0 - $60	$0 - $110
Community Center (per hour)	$0 - $90	$0 - $130	$0 - $90	$0 - $130
Libraries (per hour)	$0 - $35	$15 - $40	$0 - $35	$15 - $40
Beer Permits (per occurrence)	$10	$10 - $20	$10	$10 - $20
Sunrise Family Center - One room/hour (2 hr. min.)	$40	$40 - $60	$40	$40 - $60
Kitchenette/hour (with room rental)	$10	$10 - $30	$10	$10 - $30

Rio Vista Park				
4 Diamond/Field Complex Reservation Fee				
8am - noon (4 hours)	$0 - $310		$0 - $310	
8am - 4pm (8 hours)	$0 - $650		$0 - $650	
8am - 6pm (10 hours)	$0 - $770	$ 0 - $1,400	$0 - $770	$ 0 - $1,400
8am - 8pm (12 hrs./2 hrs. lights)	$0 - $990		$0 - $990	
8am - 10pm (14 hrs./4 hrs. lights)	$0 - $1,210		$0 - $1,210	
6pm - 10pm (4 hrs./4 hrs. lights)	$0 - $610		$0 - $610	
Cleanup Deposit	$0 - $200	$0 - $200	$0 - $200	$0 - $200
Reservation Deposit				
Individual Fields Reservation Fee				
Reservation Fee/Field (2 hr. min.)	$0 - $40	$0 - $60	$0 - $40	$0 - $60
Lights per Field (2 hr. min.)	$0 - $20		$0 - $20	
Supervision/Personnel per hour	$0 - $15	$0 - $40	$0 - $15	$0 - $40
Volleyball Courts Reservation Fees				
Fee per court per hour	$0 - $10	$0 - $10	$0 - $10	$0 - $10
Supervision/personnel/hour (3 cts)	$0 - $15	$0 - $30	$0 - $15	$0 - $30
Cleanup Deposit (3 courts)		$0 - $200		$0 - $200
Reservation Deposit (3 courts)	$0 - $200		$0 - $200	

SEC.2-207 COMMUNITY SERVICES DEPARTMENT FEES TABLE FY '11

Rio Vista Recreation Center				
Daily Pass Holder Fee	$3 - $5	$3 - $10	$4 - $6	$4 - $15
Monthly Pass Holder Fee	$15 - $50	$15 - $100	$20 - $60	$20 - $120
3 month Pass Holder Fee	$41.50 - $135	$40 - $225	$54 - $162	$50 - $260
6 Month Pass Holder Fee	$75 - $250	$75 – 500	$100 - $300	$100 - $600
Annual Pass Holder Fee	$135 - $450	$135 - $900	$180 - $540	$180 - $1000
Corporate Pass Holder Fee	$1,500	$1,500 - $2,500	$1,500	$1,500 - $2,500
Kid's Corner (2 Hours)	$3	$2 - $6	$3	$2 - $6
Classroom Rentals/per hour	$40 - $80	$40 - $160	$50 - $100	$50 - $190
Recreation Center/per hr. depending on usage	$250	$250 - $500	$300	$300 - $600
Multipurpose Room Rentals/per hour	$80 - $200	$80 - $500	$100 - $250	$100 - $600
Room Deposits	$50 - $350	$50 - $600	$50 - $350	$50 - $600
Other Rentals (gym, wall, etc.)/per hour	$45 - $95	$45 - $150	$55 - $125	$55 - $170
Personal Trainer Packages	$25 - $210	$25 - $500	$25 - $210	$25 - $500
Misc. Fees* (Resale, equipment rental, hr. security)	$1 - $200	see below	$1 - $200	see below

Library				
Fines (per day/per item)	$0.20	$ .05 - $2.50	$0.20	$ .05 - $2.50
Fines (Replacement of each lost library card)	$2		$2	
Fines (Unretrieved holds)	$1		$1	
Fines - Video (per day after 7 days)	$1		$1	
Fines (Processing of lost/damaged items)	$5	$5 - $7	$5	$5 - $7
Fines (Interlibrary Loans)	$0.50	$ .50 - $1	$0.50	$ .50 - $1
Copy/Print (per page)	$0.20	$ .10 - $ .20	$0.20	$ .10 - $ .20

Sports Complex				
Additional Field Preps - per field	$25		$25	
Folding chairs - per day	$1	$0 - $1	$1	$0 - $1
Eight foot tables - per day	$5	$0 - $5	$5	$0 - $5
Facility Maintenance - per hour per person	$30	Contingent upon current City pay schedule	$30	Contingent upon current City pay schedule
Porters - per hour per porter	$13	$0 - $15	$13	$0 - $15
Stadium Media Dining Room - 3 hr. minimum	$20	$0 - $150 each 3 hour block	$20	$0 - $150 each 3 hour block
Souvenir Store - 3 hr. minimum	$30	$0 - $150 each 3 hour block	$30	$0 - $150 each 3 hour block
Club House w/ 2 fields (Jan through March)	No fee established	$0 - $1,200 per day	No fee established	$0 - $1,200 per day
Club House w/ 4 fields (Jan through March)	No fee established	$0 - $1,500 per day	No fee established	$0 - $1,500 per day
Club House w/ 2 fields (April through September)	No fee established	$0 - $1,000 per day	No fee established	$0 - $1,000 per day
Club House w/ 4 fields (April through September)	No fee established	$0 - $1,300 per day	No fee established	$0 - $1,300 per day

* Each of these activities requires the purchase of supplies necessary for the activity. The fee includes the actual cost of the program to the City.

Agenda Item: 9C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 11, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Jeff Tyne, Interim Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Summer Sports Programs – PUSD Usage Payment

Purpose:

This is a request for City Council to approve a budget transfer to supplement the Sports Programs budget and cover payment to Peoria Unified School District (PUSD) for utility charges during evening summer youth sports programs at multiple elementary school locations.

Background/Summary:

In 2009, as a cost saving measure, the Peoria Unified School District converted to a four-day work schedule in the summer session to reduce electricity costs. However, the City's recreation programs continue to use district facilities throughout the work week. As a result, district personnel began an assessment to the City for utility-related costs during this period. In addition, the district has opted to expand the assessment to all time periods where school district personnel are not present. This represents new utility-related assessments on Friday all day, and weekday evenings after 7 p.m.

Fortunately, much of these costs were accounted for in the current budget for the City's Summer Camp, Summer Recreation and the Teen Summer Programs. However, in August of 2011, a new invoice for $15,660 was submitted to the City to reflect facility use at various sites by the City's Youth Sports division.

It is important to note that these assessments are consistent with the letter of the current intergovernmental agreement with the school district, which notes that the City will bear all "hard costs" related to use of facilities. However, in the past such costs were previously assumed by the school district.

Over the last few months, City staff has met with key partners at PUSD to discuss various options for managing this new utility charge. In particular, City staff attempted to recognize the significant in-kind offerings provided to the District. In due course of discussions, school district management determined that the payment would be required. Given the timing of these

discussions, the cost has not been reflected in the current budget, which is expected to expend its full allocation this fiscal year. Moreover, the Community Services Department will need to seek measures for absorbing such costs in the next fiscal year.

The City has an excellent working relationship with the Peoria Unified School District, and is eager to continue our partnership long into the future. As key intergovernmental agreements sunset over the next few years, City staff will reach out to district management to explore agreements that reflect the current interests of both organizations.

Previous Actions:

There has been no previous Council action on this item.

Options: *(include as many as reasonable)*

The following options are possible for the City Council to recommend:

A. Authorize the transfer of funds to the Sports Program budget to pay the invoice from Peoria Unified School District for summer youth sports evening usage utility costs.

B. Direct staff to financially support the invoice without the transfer of funds.

Staff's Recommendation:

Staff recommends the City Council approve the budget adjustment and subsequent payment of the Peoria Unified School District invoice for Summer Youth Sports evening usage of Peoria elementary schools.

Fiscal Analysis:

Request the use of General Fund reserves and a budget adjustment in the amount of $15,660 from General Fund Contingency account (1000-0300-570000) to the Youth Sports Program Building and Land Lease Rental account (1000-1480-524506).

Exhibit(s):
Exhibit 1: PUSD Invoice #5797

Contact Name and Number: Jeff Tyne, 623-773-7114

Peoria Unified School District
6330 West Thunderbird Road
Glendale, Arizona 85306

Invoice

To: Liz Bearden
City of Peoria Community Services
8401 West Monroe
Peoria, AZ 85345

From: Dana Orta/ Cindi Bryant
Facilities Rental Coordinator
(623) 412-5315

Date: 8/10/2011

Re: Invoice # 5797
Summer Youth Sports Evenings
Location: Multiple Locations
Date(s): 5/23/2011 to 7/14/2011

Item	*Quantity*	*Unit Price*	*Line Total*
Alta Loma	1	$1,320.00	$1,320.00
Cheyenne	0	$0.00	$0.00
Country Meadows	1	$1,050.00	$1,050.00
Coyote Hills	1	$2,580.00	$2,580.00
Desert Harbor	1	$1,290.00	$1,290.00
Frontier	1	$900.00	$900.00
Oakwood	1	$1,620.00	$1,620.00
Oasis	1	$1,800.00	$1,800.00
Parkridge	1	$360.00	$360.00
Paseo Verde	1	$1,860.00	$1,860.00
Peoria Elem	0	$0.00	$0.00
Sundance	0	$0.00	$0.00
Vistancia	1	$1,320.00	$1,320.00

Please return one copy of the invoice with your payment.
Please make check payable to Peoria Unified School District.

Peoria Unified School District
6330 West Thunderbird Road
Glendale, Arizona 85306

Invoice

Zuni Hills	1	$1,560.00	$1,560.00

Total Amount Due

$15,660.00

Please return one copy of the invoice with your payment.
Please make check payable to Peoria Unified School District.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C

Date Prepared: April 25, 2012 **Council Meeting Date:** May 1, 2012

TO: Mayor and Council

FROM: Councilmember Tony Rivero

SUBJECT: Request for authorization to expend up to $45,000 in Acacia Council District Funds

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Purpose:

This is a request for City Council to authorize the expenditure of $23,400 in Acacia Council District Funds in FY2012 and $21,600 in FY2013 from account 1000-0300-522043 to support the City's special event entitled "Fiesta Peoria".

Background/Summary:

"Fiesta Peoria" will be a high profile cultural heritage event in the downtown entertainment area. The event will feature activities for all ages, including headliner music groups, various amusements, booths with local businesses and food and beverage vendors.

Planned for Saturday, September 15, 2012, the event will be held at Osuna Park and the surrounding area. Estimated cost for the event is approximately $75,000-$80,000. Included in this amount are "up-front" costs required to pay for contractual obligations and other hard costs before the event.

A number of sources will be applied to support the "Fiesta Peoria" event. These include entrance fees, and contributions from Council district funds. Additional revenues are expected from sponsorships and vendor booths. A $5 gate fee for ages 13 and up will be charged.

In recognition of this signature event, and to help cover up-front costs, Councilmember Rivero is requesting the authorization of $23,400 in Acacia District funds for this fiscal year. Councilmember Rivero also requests an additional $21,600 in FY2013, subsequent to budget being adopted. Funding is available and currently budgeted for FY2012 and FY2013.

Previous Actions:

None

Options:

The following options are possible for the City Council to recommend:

A. Approve the authorization for use of Acacia District Funds.

B. Do not approve the authorization for the use of Acacia District Funds.

Staff's Recommendation:

Staff recommends that City Council approve the authorization for use of Acacia District Funds.

Fiscal Analysis:

Request to authorize the expenditure of $23,400 in Acacia Council District Funds in FY2012 and up to $21,600 in FY2013 from account 1000-0300-522043. Acacia District Funds are available to cover the expenditure request.

Exhibit(s): None

Contact Name and Number: Jeff Tyne, Interim Community Services Director, x7114

Agenda Item: 11C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 17, 2012 **Council Meeting Date: May 1, 2012**

TO: **Carl Swenson, City Manager**

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

SUBJECT: **Authorization for the City Manager to enter into a Memorandum of Understanding between the City of Peoria and Maricopa County, for the purpose of accepting funding from the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $21,381.**

Purpose:

This is a request for the City Council to authorize the City Manager to enter into a Memorandum of Understanding between the City of Peoria and Maricopa County. Entering this Memorandum of Understanding allows the Peoria Police Department to accept a pass-through grant award from the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $21,381.

Background/Summary:

The FY2012 United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) has allocated $1,404,287 to Maricopa County. A total of $1,334,074 has been set aside for valley cities, and will be distributed based on each city's share of the total violent crime reported within the State of Arizona.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

The JAG program requires that operations financed with these funds be supplemental to normally funded police programs (not supplant normal police funding).

JAG funding for the City of Peoria totals $21,381, and will be used to conduct a summer youth program for local teens which focuses on good citizenship and leadership, as well as emerging social issues that impact our youth. There will be no cost for program participants. This JAG award will be used to fund the Youth Summer Program for two years.

Previous Actions:

This is the eighth consecutive year that the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) has made funding available to the Peoria Police Department. The Council has accepted all previous grant awards.

Past funding has been used to enhance police operations, including the purchase of police equipment and computer software, and for community policing overtime.

Options:

A: Authorize the City Manager to enter into a Memorandum of Understanding with Maricopa County, and accept the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) funding.

B: Do not authorize participation in the Memorandum of Understanding with Maricopa County, and decline the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) funding.

Staff's Recommendation:

It is recommended that Council authorize the City Manager to enter into a Memorandum of Understanding with Maricopa County. The Memorandum of Understanding will allow the City of Peoria to accept funding in the amount of $21,381 to conduct a summer youth program.

Fiscal Analysis:

Request a budget adjustment of $21,381 from the Proposed Grants Contingency account (7990-7990-570000) to the JAG Award account (7507-7757-530019).

No matching funds are required.

Narrative:

Once approved by City Council, the Memorandum of Understanding will be executed as needed.

Exhibit 1: Maricopa County Memorandum of Understanding

Contact Name and Number: Brenda Hope, 623-773-7072.

GMS APPLICATION NUMBER: 2012-H1118-AZ-DJ (Mandatory)

CONTRACT NO_____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING AMONG CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2012 LOCAL SOLICITATION (CFDA #16.738)

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to receive $1,404,287 from the JAG award for the Maricopa County JAG Program.
COUNTY agrees to pay City of Avondale a total of $26,984 of JAG funds.
COUNTY agrees to pay City of Chandler a total of $55,800 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of $16,045 of JAG funds.
COUNTY agrees to pay City of Glendale a total of $94,222 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of $8,312 of JAG funds.
COUNTY agrees to pay City of Mesa a total of $138,780 of JAG funds.
COUNTY agrees to pay City of Peoria a total of $21,381 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of $690,019 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of $30,720 of JAG funds.
COUNTY agrees to pay City of Tempe a total of $65,272 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use $256,752 for the JAG Program until September 30, 2015.

Section 3

1. **Term**. This Agreement shall be in effect for the term of the FY2012 JAG grant, being October 1, 2011 through September 30, 2015, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.

2. **Obligations of the COUNTY**. The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
   A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
   B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.

3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
   A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
   B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
   C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.

4. **DISCLAIMER**. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.

5. **NON-AVAILABILITY OF FUNDS**. Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

The **COUNTY**: Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642	The CITY of **AVONDALE** Name: Charles McClendon Address: 11465 West Civic Center Drive Address: Address: City/St/Zip: Avondale AZ 85323 Phone: 623-333-1000 Fax: 623-333-0100
The CITY of **CHANDLER** Name: Judy Mandt Address: Chandler Police Department Address: Mail Stop 303 Address: PO Box 4008 City/St/Zip: Chandler AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4086	The TOWN of **GILBERT** Name: John W. Lewis, Mayor Address: 50 E. Civic Center Dr Address: Address: City/St/Zip: Gilbert AZ 85296 Phone: 480-503-6860 Fax: 480-497-4943
The CITY of **GLENDALE** Name: Ed Beasley, City Manager Address: 5850 W. Glendale Avenue Address: Suite 431 Address: City/St/Zip: Glendale AZ 85301 Phone: 623-930-2870 Fax: 623-847-1399	The CITY of **GOODYEAR** Name: Christine McMurdy Address: City Manager's Office Address:190 North Litchfield Road Address: City/St/Zip: Goodyear AZ 85338 Phone: 623-882-7806 Fax: 623-882-7077
The CITY of **MESA** Name: Bill Kalaf Address: Mesa Police Department Address: P.O. Box 1466 Address: City/St/Zip: Mesa AZ 85211 Phone: 480-644-5365 Fax: 480-644-2857	The CITY of **PEORIA** Name: Teresa Corless Address: City of Peoria Police Department Address: 8351 W. Cinnabar Avenue Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7035 Fax: 623-773-7015

The CITY of **PHOENIX** Name: Gary Turner	The CITY of **SCOTTSDALE** Name: Melissa Miller
Address: Phoenix Police Department	Address: Scottsdale PD Headquarters
Address: 4th Floor, Suite 422	Address: 8401 E. Indian School Rd.
Address: 620 W. Washington St	Address:
City/St/Zip: Phoenix AZ 85003	City/St/Zip: Scottsdale AZ 85251
Phone: 602-534-3622	Phone: 480-312-1979
Fax: 602-534-1613	Fax: 480-312-7891
The CITY of **TEMPE** Name: Miyoung Kim	
Address: C/O Tempe Police Department - OMBR	
Address: 120 E. 5th Street	
Address:	
City/St/Zip: Tempe AZ 85281	
Phone: 480-350-8358	
Fax:	

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

Section 8

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

Section 9

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

Section 10

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Deputy County Attorney, Civil Svcs Div Date	**MARICOPA COUNTY** **By:** _____ Max Wilson **Its**: Chairman of the Board of Supervisors **Attest:** _____ Fran McCarroll, Clerk of the Board **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Avondale City Attorney Date	**CITY OF AVONDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Chandler City Attorney Date	**CITY OF CHANDLER** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Gilbert Town Attorney Date	**TOWN OF GILBERT** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Glendale City Attorney Date	**CITY OF GLENDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE**: _____

GMS APPLICATION NUMBER: 2012-H1118-AZ-DJ (Mandatory)

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Goodyear City Attorney Date	**CITY OF GOODYEAR** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Mesa City Attorney Date	**CITY OF MESA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Peoria City Attorney, Stephen M. Kemp Date	**CITY OF PEORIA** **By:** _____ Type Name: **Carl Swenson**. **Its: City Manager**. **Attest:** _____ City Clerk, Wanda Nelson **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Phoenix City Attorney Date	**CITY OF PHOENIX** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Scottsdale City Attorney Date	**CITY OF SCOTTSDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

GMS APPLICATION NUMBER: 2012-H1118-AZ-DJ (Mandatory)

	CITY OF TEMPE
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	**By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____
_____ Tempe City Attorney Date	**DATE:** _____

Agenda Item: 12C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: March 15, 2012 **Council Meeting Date: May 1, 2011**

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Designate Roadways, Establish Rights-of-Way, Various Locations

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Purpose:

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

Background/Summary:

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

Previous Actions:

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

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no significant fiscal impact to the City.

Narrative:

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

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Rebecca Zook, Site Development Manager, (623) 773-7589

RESOLUTION NO. 2012-53

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

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

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

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

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

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

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

SECTION 2. Designation of a Public Street

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

Sunset Ranch Parcel C 2000 Salinas Revocable Trust RIGHT OF WAY Maricopa County Recording No. 2012-0204600 (Project No. R110044 / DEED12-003)	NEC Williams Road & Lake Pleasant Parkway
Sunset Ranch Parcel D VIRGINA C. LAUTERBACH LIVING TRUST RIGHT OF WAY Maricopa County Recording No. 2012-0204613 (Project No. R120005, DEED12-006)	NWC Lake Pleasant Parkway & Williams Road
Sunset Ranch Parcel D HARRY ONG FAMILY TRUST RIGHT OF WAY Maricopa County Recording No. 2012-0204614 (Project No. R120005, DEED12-007)	NWC Lake Pleasant Parkway & Williams Road

SECTION 3. Amendment of Plans and Maps

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

SECTION 4. Signage, Posting and Effective Date

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

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

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

SECTION 5. Recording Authorized

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Peoria, Arizona this 1st day of May 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C

Date Prepared: March 15, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Deeds and Easements, Various Locations

Purpose:

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

Background/Summary:

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

Previous Actions:

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

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

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

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Rebecca Zook, Site Development Manager, (623) 773-7589

RESOLUTION NO. 2012-52

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.

Sunset Ranch Parcel C
2000 Salinas Revocable Trust
PUBLIC UTILITY EASEMENT
Maricopa County Recording No. 2012-0204599
(Project No. R110044 / Deed12-002)

NEC Lake Pleasant
Parkway & Williams Road

Sunset Ranch Parcel C
2000 Salinas Revocable Trust
RIGHT-OF-WAY DEDICATION
Maricopa County Recording No. 2012-0204600
(Project No. R110044 / Deed12-003)

NEC Lake Pleasant
Parkway & Williams Road

Sunset Ranch Parcel C

NEC Lake Pleasant

2000 Salinas Revocable Trust — Parkway & Williams Road
TEMPORARY DRAINAGE EASEMENT
Maricopa County Recording No. 2012-0204601
(Project No. R110044 / Deed12-004)

Sunset Ranch Parcel D — NWC Lake Pleasant
The Harry Ong Family Trust — Parkway & Williams Road
PUBLIC UTILITY EASEMENT
Maricopa County Recording No. 2012-0204612
(Project No. R120005 / Deed12-005)

Sunset Ranch Parcel D — NWC Lake Pleasant
The Virginia C. Lauterbach Living Trust — Parkway & Williams Road
RIGHT-OF-WAY DEDICATION
Maricopa County Recording No. 2012-0204613
(Project No. R12005 / Deed12-006)

Sunset Ranch Parcel D — NWC Lake Pleasant
The Harry Ong Family Trust — Parkway & Williams Road
RIGHT-OF-WAY DEDICATION
Maricopa County Recording No. 2012-0204614
(Project No. R12005 / Deed12-007)

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of May 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C

Date Prepared: March 19, 2012 **Council Meeting Date:** May 1, 2012

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Public Utility Easement, 75th Avenue and Thunderbird Road Intersection Widening Project

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Purpose:

This is a request for City Council to authorize the execution of a Public Utility Easement (PUE) for the installation and maintenance of public utilities associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

Background/Summary:

The City's design consultant analyzed the existing public utility line locations and determined that it will be necessary to relocate portions of the existing public utilities to accommodate our project.

Previous Actions:

The location of this PUE was determined during the initial design phase of the project. The public utility companies have agreed to relocate portions of their facilities that are in conflict with our new roadway improvements

Options:

A: City Council authorizes the execution and recordation of the Public Utility Easement.

B: City Council chooses not to authorize the easement resulting in the utility companies acquiring individual easements for each utility.

Staff's Recommendation:

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

Fiscal Analysis:

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

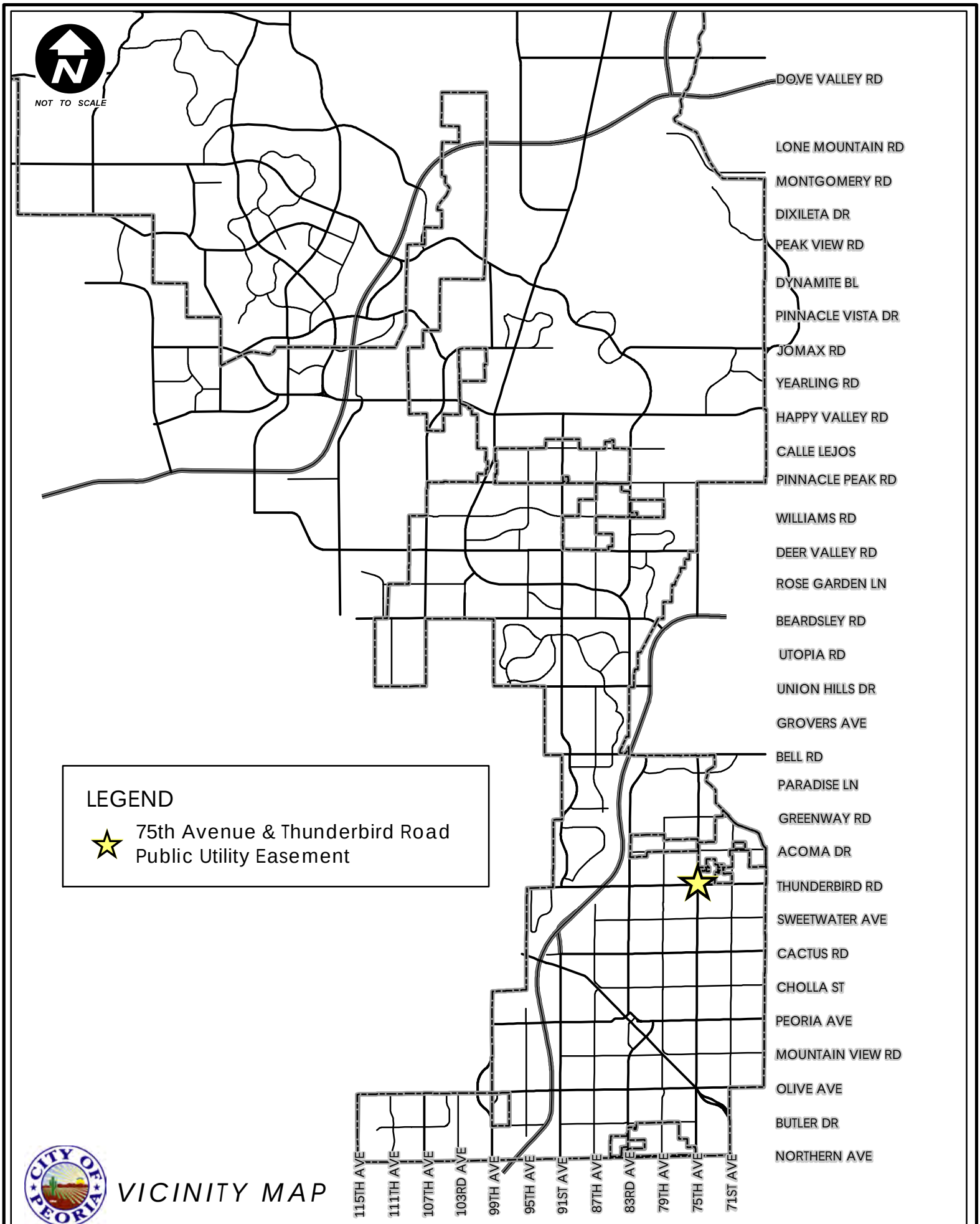
Narrative:

Recordation of this easement will provide a public record of the existence and location of the PUE.

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Resolution

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



VICINITY MAP

LEGEND

Easement

City of Peoria
75th Ave & Thunderbird Rd
Public Utility Easement
Location Map

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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

RESOLUTION NO. 2012-54

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO THE PUBLIC RELATED TO THE RELOCATION OF EXISTING FACILITIES IN THE VICINITY OF 75TH AVENUE AND THUNDERBIRD ROAD.

WHEREAS, the City of Peoria will be constructing the 75th Avenue and Thunderbird Road intersection widening improvements which require the granting of land rights to the public.

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

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of a Public Utility Easement to the Public and authorize the City Manager to execute the document; and

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 1st day of May, 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Attachment:

1. Public Utility Easement

When Recorded/Executed Mail to:

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

PUBLIC UTILITY EASEMENT

The City of Peoria, an Arizona municipal corporation, in Maricopa County, Arizona, Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Public, in Maricopa County, Arizona, a permanent and perpetual easement for the following purposes, namely: The right to enter upon for construction, maintenance, operation and replacement of all public utilities over, under, and across the following described property situated in the County of Maricopa, State of Arizona, described as follows:

See Attached Description, Exhibit "A"

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

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

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

Dated this _____ day of _____, 2012.

GRANTOR: **CITY OF PEORIA, an Arizona municipal corporation**

By: _____
Carl Swenson
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

_____
Stephen M. Kemp, City Attorney

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

_____
Notary Public

My Commission Expires:

_____

PREMIER
ENGINEERING CORPORATION

EXHIBIT A

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

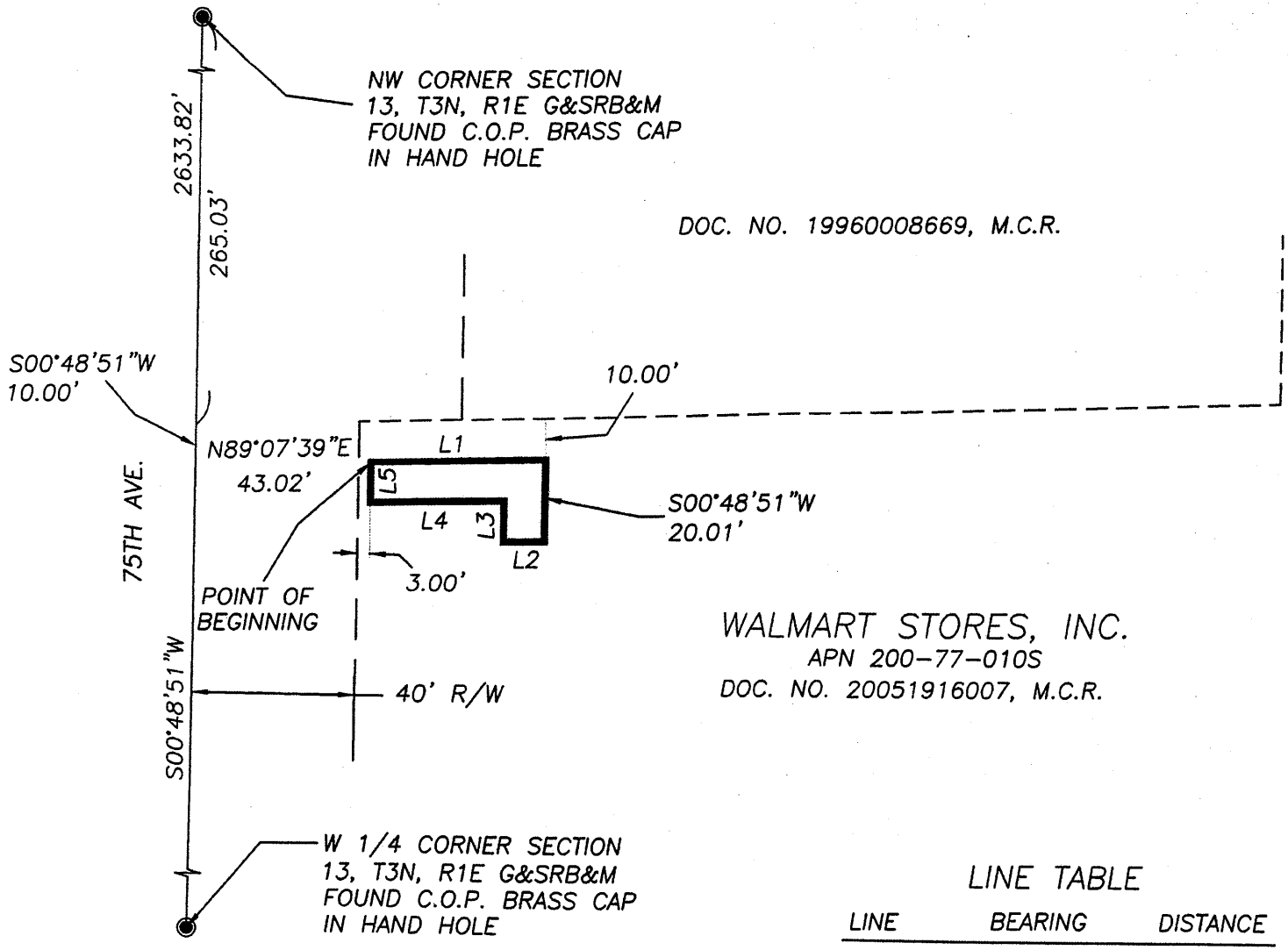
COMMENCING AT A CITY OF PEORIA BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 13, FROM WHENCE A CITY OF PEORIA BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 13 LIES SOUTH 00°48'51" WEST A DISTANCE OF 2633.82 FEET; THENCE SOUTH 00°48'51" WEST, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 265.03 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE NORTH LINE OF THAT PARCEL DESCRIBED IN DEED RECORDED AS MARICOPA COUNTY RECORDER'S DOCUMENT NUMBER 20051916007; THENCE CONTINUING SOUTH 00°48'51" WEST, ALONG SAID WEST LINE OF SECTION 13, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°07'39" EAST, PARALLEL WITH AND 10.00 FEET SOUTH OF SAID NORTH LINE, 43.02 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING NORTH 89°07'39" EAST, PARALLEL WITH AND 10.00 FEET SOUTH OF SAID NORTH LINE, 42.60 FEET; THENCE SOUTH 00°48'51" WEST, 20.01 FEET; THENCE SOUTH 89°07'39" WEST, 10.00 FEET; THENCE NORTH 00°48'51" EAST, 10.00 FEET; THENCE SOUTH 89°07'39" WEST, 32.59 FEET; THENCE NORTH 00°18'51" EAST, PARALLEL WITH AND 43.00 FEET EAST OF SAID WEST LINE OF SECTION 13, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING.**

(CONTAINING 526 SQUARE FEET, 0.01 ACRE, MORE OR LESS)

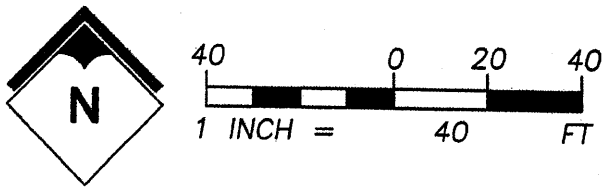
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39783
MARK A.
LUOND
Date Signed 4/27/11
ARIZONA, U.S.A.
Expires 09/30/12

6437 W. Chandler Blvd., Suite 1 • Chandler, AZ 85226 • (480) 829-6000 • Fax (480) 829-6016



LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°07'39"E	42.60'
L2	S89°07'39"W	10.00'
L3	N00°48'51"E	10.00'
L4	S89°07'39"W	32.59'
L5	N00°48'51"E	10.00'



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 39783
MARK A. LUOND
Date Signed 4/27/12
ARIZONA, U.S.A.
EXPIRES 9-30-2012

PREMIER
ENGINEERING CORPORATION
6437 W CHANDLER BLVD, STE 1
CHANDLER, AZ 85226

CITY OF PEORIA

EXHIBIT A
A PORTION OF APN 200-77-010S
SECTION 13, T3N, R1E

PROJECT No.	DRAWN BY	DATE
2010004	DMH	APRIL, 2011
PAGE No.	CHECKED BY	
2 OF 2	MAL	

Agenda Item: 15R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 20, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Jeff Tyne-Interim Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: **Memorandum of Understanding Among Seattle Mariners, San Diego Padres, and City of Peoria, for 20-Year Extension of Peoria Sports Complex Use for Baseball**

Purpose:

This is a request for the City Council to approve a memorandum of understanding regarding the financing and construction of improvements, and ongoing use of the Peoria Sports Complex.

Background/Summary:

Since 1994, the City of Peoria has supported a lease agreement with the Seattle Mariners and San Diego Padres baseball clubs, which provided for Spring Training games at the Peoria Sports Complex, as well as the use of fields and clubhouses year-round by the clubs. The presence of these two teams has proven to be an important community asset, as well as an important economic driver.

With this in mind, the City recently engaged in discussions to develop a new 20-year term contract with the Padres and Mariners. The terms of the agreement call for the City to support the renovation of both baseball clubhouses, as well as offer improvements to the stadium itself. A portion of these costs are expected to be reimbursed by the Arizona Sports and Tourism Authority (AZSTA).

A series of formal Council actions are required to undertake the proposed arrangement. They include (not necessarily in order):

1. **Approval of a Memorandum of Understanding, which lays out the basic terms and conditions as agreed in principle by both teams and the City.**
2. Approval of a Sports Complex Improvements Agreement which verifies financial obligations and commitments and details planned facility improvements.
3. Approval of a contract amendment with the Project Design Consultant.

4. An Intergovernmental Agreement with the Arizona Sports and Tourism Authority primarily focused on conditions of reimbursement.
5. An agreement for Construction Manager at Risk (CMAR) preconstruction services
6. A Sports Facilities Use Agreement between the City and both baseball teams.
7. A defeasance of Series 2003 Bonds related to the original sports complex improvements.
8. Action to approve a resolution regarding the sale of MDA Bonds.
9. Various agreements and amendments related to the GMP for construction.

The action listed for this item is referred to in item no. 1 above - approval of a Memorandum of Understanding. This memorandum is a result of extensive discussions over the last year between the City and both Major League Baseball clubs.

Throughout the discussions, the City remained committed to conforming to stated fiscal policies, and has been mindful to structure financial terms that remain within existing financial capacity. Given this direction, a staff cross-functional team was assembled with the intent of securing a long-term arrangement with both baseball organizations.

In the course of discussions, both the Padres and Mariners underscored their interest to utilize facilities and systems that were up to the current standard of other Cactus League locations. This includes adequate facility space, updated technology, reasonable athletic performance areas, and a fan-friendly stadium atmosphere. Given the age of the Peoria complex, both clubs also expressed a concern about proper upkeep and replacement of facilities and equipment. With this in mind, it was evident that a significant overhaul of clubhouses and baseball machinery would be required.

Given the stated interests of parties, the terms of the memorandum include the following terms:

1. Secures a 20-year time commitment with both baseball organizations in the form of an operating lease agreement. An “opt-out” clause can be exercised, but only with substantial financial concessions to the teams.
2. City will provide $36 million in funding to support renovations to both team clubhouses, and for stadium improvements. Amount could be slightly more if financing environment is favorable.
3. The City will also commit $12 million by year 14 of the agreement to address expected clubhouse and stadium improvements in the latter period of a lease. Should City not commit funding, teams may opt out of agreement in year 15.
4. The Arizona Sports and Tourism Authority (AZSTA) is expected to reimburse a significant portion of this investment. However, the municipality must front all financing costs. In addition, AZSTA funding is not expected to be available until at least 2020.
5. Current revenue-sharing arrangements will largely be followed, though the teams will assume a larger share of their utility costs.

Should the City Council authorize the memorandum as stated, the City will begin measures to design and construct team clubhouses by the spring of 2014. The MOU also will serve as a basis for a future financing and construction agreement, the operating lease agreement, and a separate intergovernmental agreement with the Arizona Sports and Tourism Authority.

Previous Actions:

There has been no previous Council action on this item.

Options:

The following options are possible for the City Council to recommend:

A. Authorize the Memorandum of Understanding with the San Diego Padres and Seattle Mariners regarding the use of the Peoria Sports Complex.

B. Do not authorize the Memorandum of Understanding with the teams, and provide staff with guidance regarding possible terms for agreement.

Staff's Recommendation:

Staff recommends the City Council authorize the proposed Memorandum of Understanding with the San Diego Padres and Seattle Mariners for the long-term use of the Peoria Sports Complex.

Fiscal Analysis:

No budget amendments are necessary for this communication. Approval of this agreement offers in principle the stated financial and construction terms as negotiated by all parties.

Exhibit(s):
Exhibit 1: Memorandum of Understanding-City of Peoria, San Diego Padres, Seattle Mariners

Contact Name and Number: Jeff Tyne, 623-773-7114

Agenda Item: 16R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 10, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment, Populous Inc., Peoria Sports Complex Improvements, 83rd Ave & Stadium Way (Solicitation No. P10-0027, Project No. CS00022, LCON 03510C)

Purpose:

This is a request for the City Council to 1) award Contract Amendment (CA) No. 3 to Populous Inc. in the not to exceed amount of $2,990,000 for the complete design and construction administration of clubhouse improvements for the Seattle Mariners and San Diego Padres, and 2) approve a budget transfer in the amount of $9,550 to pay for a temporary part-time Construction Projects Coordinator position for the period May 14, 2012 to June 30, 2012.

Background/Summary:

Since 1994, the City of Peoria has supported a lease agreement with the Seattle Mariners and San Diego Padres baseball clubs, which provided for Spring Training games at the Peoria Sports Complex, as well as the use of fields and clubhouses year-round by the clubs. The presence of these two teams has proven to be an important community asset, as well as an important economic driver.

With this in mind, the City recently engaged in discussions to develop a new 20-year term contract with the Padres and Mariners. The terms of the agreement call for the City to support the renovation of both baseball clubhouses, as well as offer improvements to the stadium itself. A portion of these costs are expected to be reimbursed by the Arizona Sports and Tourism Authority (AZSTA).

A series of formal Council actions are required to undertake the proposed arrangement. They include (not necessarily in order):

1. Approval of a Memorandum of Understanding, which lays out the basic terms and conditions as agreed in principle by both teams and the City.

2. Approval of a Sports Complex Improvements Agreement which verifies financial obligations and commitments and details planned facility improvements.
3. Approval of a contract amendment with the Project Design Consultant.
4. An Intergovernmental Agreement with the Arizona Sports and Tourism Authority primarily focused on conditions of reimbursement.
5. An agreement for Construction Manager at Risk (CMAR) preconstruction services
6. A Sports Facilities Use Agreement between the City and both baseball teams.
7. A defeasance of Series 2003 Bonds related to the original sports complex improvements.
8. Action to approve a resolution regarding the sale of MDA Bonds.
9. Various agreements and amendments related to the GMP for construction.

The action listed for this item is referred to in item no. 3 above - approval of a contract amendment with the Project Design Consultant.

In April 2010, the Mayor and Council awarded a masterplanning agreement to Populous Inc. which contained the option to utilize Populous for the full scope of design and construction administration services. Populous was selected through a qualifications based solicitation and brings to the project national sports venue design experience. In addition, Populous is the original designer of the Peoria Sports Complex, designer of both the Surprise and Goodyear Spring Training facilities, and is currently designing the new City of Mesa Spring Training facility for the Chicago Cubs.

Since April 2010, Populous has worked interactively with the City of Peoria, the Seattle Mariners, and the San Diego Padres to assess facility operations and growth needs, resulting in the recommendation to renovate and expand both team's clubhouse facilities. In addition to Cactus League Spring Training, the team clubhouses function as each team's year round home for player development and rehabilitation. Each facility includes team administrative offices, major and minor league locker facilities, performance environments, and aquatic therapy equipment.

The design of the clubhouse improvements will be undertaken concurrently under an accelerated schedule in order to obtain building permits and procure long-lead construction equipment and materials prior to the end of Spring Training 2013. Thereafter, the clubhouses will be constructed concurrently under an accelerated schedule in order to re-open in time for Spring Training 2014.

Previous Actions:

Previous Council actions taken with regards to the Sports Complex Improvements project include:

Base Agreement	
(Needs Assessment, Masterplanning, & Cost Modeling)	$ 149,000
Contract Amendment No. 1	
(Additional Mariners & Padres Engagement)	$ 31,000
Contract Amendment No. 2	
(Additional Cost Estimating)	$ 4,000
Contract Amendment No. 3	
(Complete Design & Construction Administration)	$ 2,990,000
Revised Contract Total	**$ 3,174,000**
Previous plus Current Actions	

Future Actions:

It is anticipated that an additional contract amendment will be negotiated with Populous Inc. in early 2013 for the design of up to $6 Million of stadium improvements. The design of the stadium improvements will occur concurrently with the construction of the clubhouses with construction planned after Spring Training 2014.

Options:

A: Approve Contract Amendment No. 3 for the complete design and construction administration of clubhouse improvements for the Seattle Mariners and San Diego Padres and approve a budget transfer to pay for a temporary part-time Construction Projects Coordinator position for the period May 14, 2012 to June 30, 2012.

B: Deny approval of Contract Amendment No. 3, which will compromise the ability of the City to construct the clubhouse improvements for the Seattle Mariners and the San Diego Padres between Spring Training 2013 and Spring Training 2014, and deny approval of a budget transfer to pay for a temporary part-time Construction Projects Coordinator position which may impact the design schedule for the project.

Staff's Recommendation:

Staff recommends that Council approve Contract Amendment No. 3 with Populous Inc. in the amount of $2,990,000.

In addition, staff recommends that Council approve a budget transfer in the amount of $9,550 to pay for a temporary part-time Construction Projects Coordinator position for the period May

14, 2012, to June 30, 2012. Thereafter, the employee will transition to a fixed term position as per the FY2013 Engineering Department budget supplemental request. The temporary position will have a zero net cost to the General Fund due to the revenue offset from CIP chargeback's. A budget transfer from the General Fund Contingency Account 1000-0300-570000 to the Engineering Design and Construction Division, General Fund Salaries Account 1000-0813-510000 is needed to establish the appropriation needed to pay this individual.

The project will also include the following City-paid project expenses:

$ 100,000	Professional services scope contingency.
$ 195,000	Plan review, permit, and development impact fees payable to the City of Peoria *(estimated).*
$ 50,000	Arizona Public Service, Century Link Communications, and Cox Communications capital charges incurred for the design and construction of power, and telecommunications infrastructure.
$ 15,000	US Green Building Council LEED registration and certification fees payable during the project's design phase.
$ 10,000	Hazardous building materials testing *(ex: asbestos)* utilizing State of Arizona or local agency contracts.
$ 370,000	Total City paid project expenses
$ 2,990,000	Professional services contract to Populous Inc.
$ 3,360,000	Total Populous Contract Amendment + City Paid Expenses

Fiscal Analysis:

Funding for this contract amendment and the related city paid project expenses is available in the 2012 Capital Improvement Program in the Municipal Development Authority Bond fund, Building Improvements account 4232-4232-540500-CIPPK-CS00022.

With approval of the recommended budget transfer, funding for the temporary part-time Construction Projects Coordinator position for the period May 14, 2012, to June 30, 2012, will be available in the Design and Construction Division; General Fund Salaries account 1000-0813-510000.

Narrative:

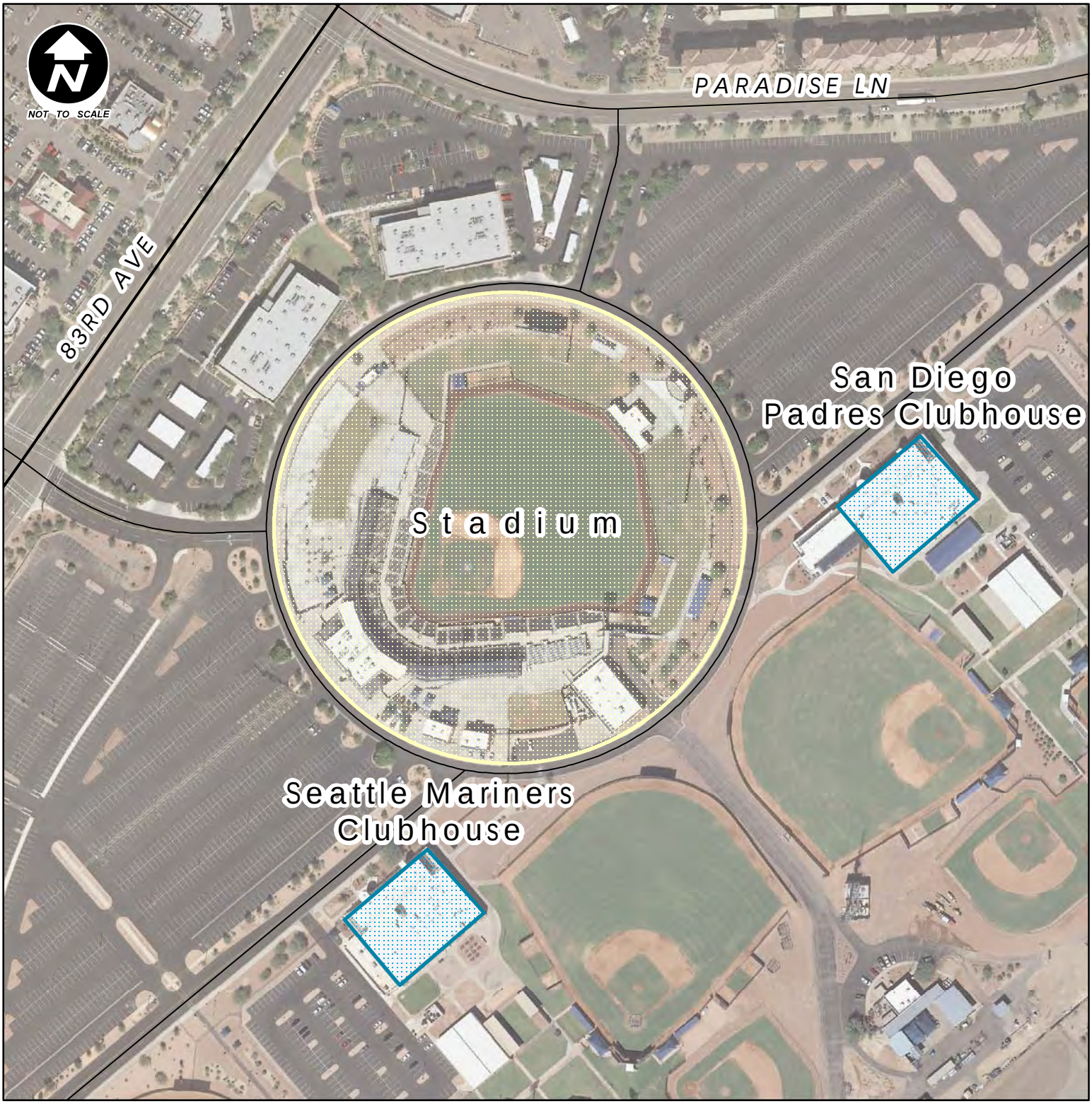
Approval of this agreement will allow for design to commence and the construction of these improvements to begin in the Spring of 2013.

This Contract Amendment has been reviewed by the Engineering Department, Finance Department, Materials Management Division, and the City Attorney's office.

Exhibits:

Exhibit 1**:** Location Map
Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721

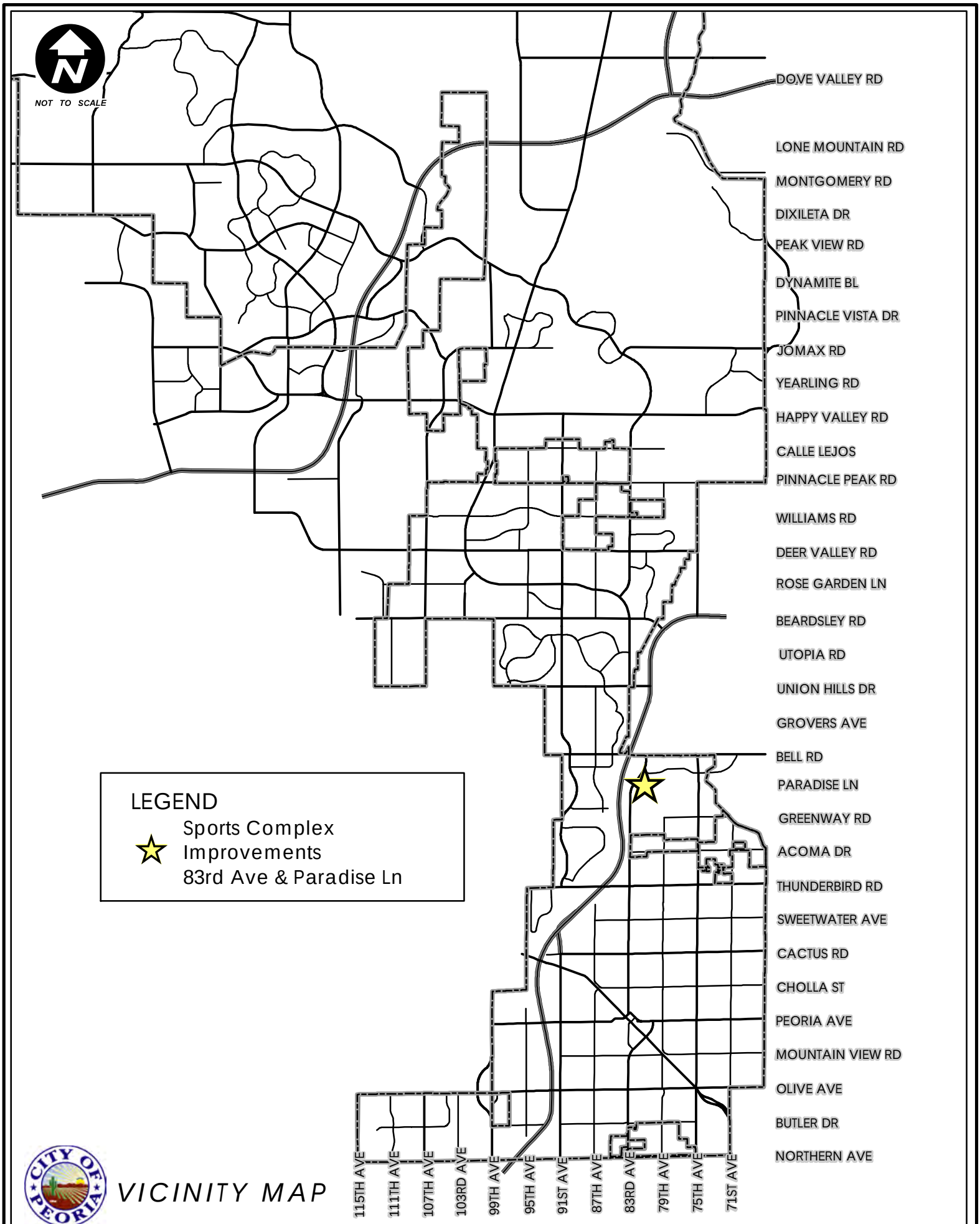


City of Peoria
Peoria Sports Complex
Improvements
Location Map

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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



VICINITY MAP

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17R

Date Prepared: April 10, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Enter into Agreement, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave & Stadium Way (Solicitation No. P12-0048, Project No. CS00022)

Purpose:

This is a request for the City Council to 1) authorize the City to enter into an agreement with Mortenson Construction for an amount not to exceed $275,000 for Construction Manager at Risk (CMAR) preconstruction services for the Seattle Mariners and San Diego Padres clubhouse improvements, and 2) authorize the City Manager to execute any applicable agreement documents related thereto.

Background/Summary:

Since 1994, the City of Peoria has supported a lease agreement with the Seattle Mariners and San Diego Padres baseball clubs, which provided for Spring Training games at the Peoria Sports Complex, as well as the use of fields and clubhouses year-round by the clubs. The presence of these two teams has proven to be an important community asset, as well as an important economic driver.

With this in mind, the City recently engaged in discussions to develop a new 20-year term contract with the Padres and Mariners. The terms of the agreement call for the City to support the renovation of both baseball clubhouses, as well as offer improvements to the stadium itself. A portion of these costs are expected to be reimbursed by the Arizona Sports and Tourism Authority (AZSTA).

A series of formal Council actions are required to undertake the proposed arrangement. They include (not necessarily in order):

1. Approval of a Memorandum of Understanding, which lays out the basic terms and conditions as agreed in principle by both teams and the City.

2. Approval of a Sports Complex Improvements Agreement which verifies financial obligations and commitments and details planned facility improvements.
3. Approval of a contract amendment with the Project Design Consultant.
4. An Intergovernmental Agreement with the Arizona Sports and Tourism Authority primarily focused on conditions of reimbursement.
5. An agreement for Construction Manager at Risk (CMAR) preconstruction services
6. A Sports Facilities Use Agreement between the City and both baseball teams.
7. A defeasance of Series 2003 Bonds related to the original sports complex improvements.
8. Action to approve a resolution regarding the sale of MDA Bonds.
9. Various agreements and amendments related to the GMP for construction.

The action listed for this item is referred to in item no. 5 above - approval of an agreement for Construction Manager at Risk (CMAR) preconstruction services.

In April 2010, the Mayor and Council awarded a master planning agreement to Populous Inc. to assess facility operations and growth needs at the Peoria Sports Complex resulting in the recommendation to renovate and expand both team's clubhouse facilities. The current clubhouse facilities will have served the Seattle Mariners and San Diego Padres for nearly twenty seasons of Cactus League Spring Training. Over the last twenty years, clubhouse facilities have evolved from annual use during Spring Training to year round use for player development and rehabilitation.

Each team clubhouse is anticipated to grow in square footage by upwards of forty percent to a size consistent with recent clubhouses constructed elsewhere in the Cactus League. The City and each team have adopted a sustainable approach to building construction that will result in facilities that seek Leadership in Energy and Environmental Design (LEED) Silver Certification from the US Green Building Council (USGBC). Opportunities will be sought to re-use portions of the existing structure while modernizing the building envelope, mechanical, electrical, and lighting systems.

Selection and engagement of a CMAR to provide preconstruction services during the design phase is essential to the success of this project. Most commonly used in Arizona for the fast track construction of sports venues, the CMAR delivery method was determined by staff to be the most appropriate delivery method for this project. This method involves two phases that include program validation, design, and preconstruction as the first phase and the actual construction and construction administration of the project as the second phase. Phase one will result in a Guaranteed Maximum Price (GMP) for construction and fixed construction schedule.

The City issued statements of interest and requests for qualifications from CMAR firms. The solicitations were advertised in the Peoria Times as well as at McGraw-Hill Dodge, Bid Net, Bid

Source, IMS, Reed Construction Data, Shirley's Plan Service, Contractor's Plan Room, Grand Canyon Minority Contractors, and posted on the City of Peoria Materials Management web site. Eight construction teams responded to the advertised requests. Five construction teams were selected for interviews. Mortenson Construction was selected as the most advantageous and qualified firm for this project. The selected firm has worked with the project's design team, Populous Inc., on numerous sports venue projects nationwide.

The design of the clubhouse improvements will be undertaken concurrently under an accelerated schedule in order to obtain building permits and procure long-lead construction equipment and materials prior to the end of Spring Training 2013. Thereafter, the clubhouses will be constructed concurrently under an accelerated schedule in order to re-open in time for Spring Training 2014.

Previous Actions:

There are no previous actions associated with this agreement.

Future Actions:

The aggressive timeline for construction between Spring Training 2013 and 2014 is anticipated to require three future Council actions:

- November 2012: Award of an early prepurchase package for major building systems and materials (ex: steel, glazing, electrical switchgear, mechanical units, hydrotherapy equipment). The magnitude of award is estimated to be up to $5 Million.
- February 2013: Award of the final GMP construction agreement for the construction of both clubhouses. The magnitude of award is estimated to be up to $23 Million.
- Spring 2013: Award of a contract amendment for additional preconstruction services for the design and construction of a subsequent phase of stadium improvements.

Options:

A: Authorize the City to enter into agreement with Mortenson Construction for preconstruction services, and authorize the City Manager to execute any applicable agreement documents related thereto.

B: Do not authorize the City to enter into agreement with Mortenson Construction for preconstruction services, and do not authorize the City Manager to execute any applicable agreement documents related thereto. This option will delay the start of essential project cost estimating tasks until Council can act on the agreement. This delayed approval may compromise the ability of the City to construct the clubhouse

improvements for the Seattle Mariners and the San Diego Padres between Spring Training 2013 and Spring Training 2014.

Staff's Recommendation:

Staff recommends that the City Council authorize the City to enter into agreement with Mortenson Construction for an amount not to exceed $275,000 for CMAR preconstruction services for the Seattle Mariners and San Diego Padres clubhouse improvements, and authorize the City Manager to execute any applicable agreement documents related thereto.

The project may also include the following City-paid project expenses:

$ 75,000	Preconstruction services scope and/or forensic demolition contingency.
$ 75,000	Total City paid project expenses
$ 275,000	Preconstruction services contract to Mortenson Construction
$ 350,000	Total Mortenson Contract Amendment + City Paid Expenses

Fiscal Analysis:

Funding for this agreement is available in the 2012 Capital Improvement Program in the Municipal Development Authority Bond fund, Building Improvements account 4232-4232-540500-CIPPK-CS00022.

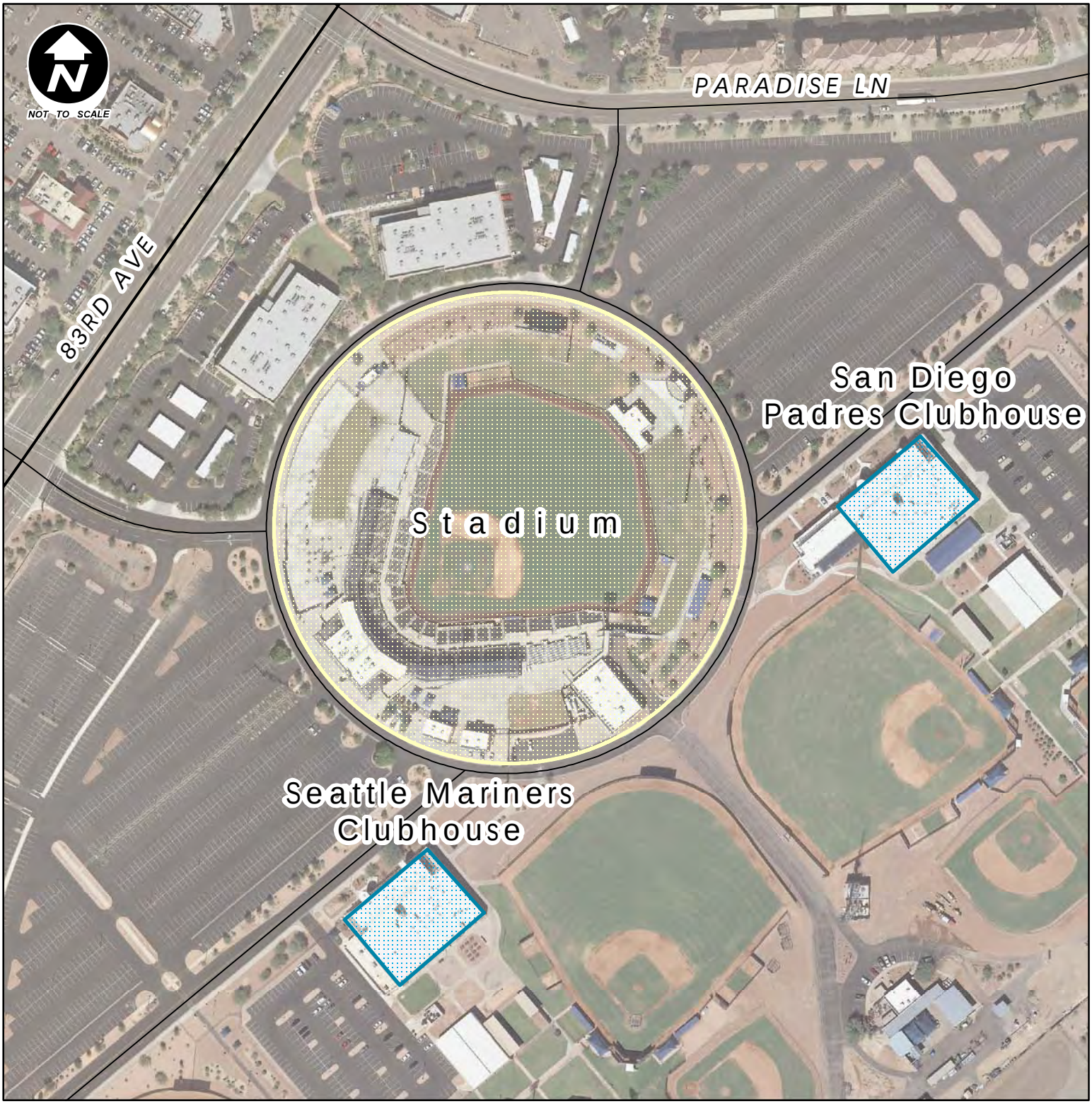
Narrative:

Approval of this agreement will allow for design to commence and the construction of these improvements to begin in the Spring of 2013.

Exhibits:

Exhibit 1**:** Location Map
Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721



City of Peoria
Peoria Sports Complex
Improvements
Location Map

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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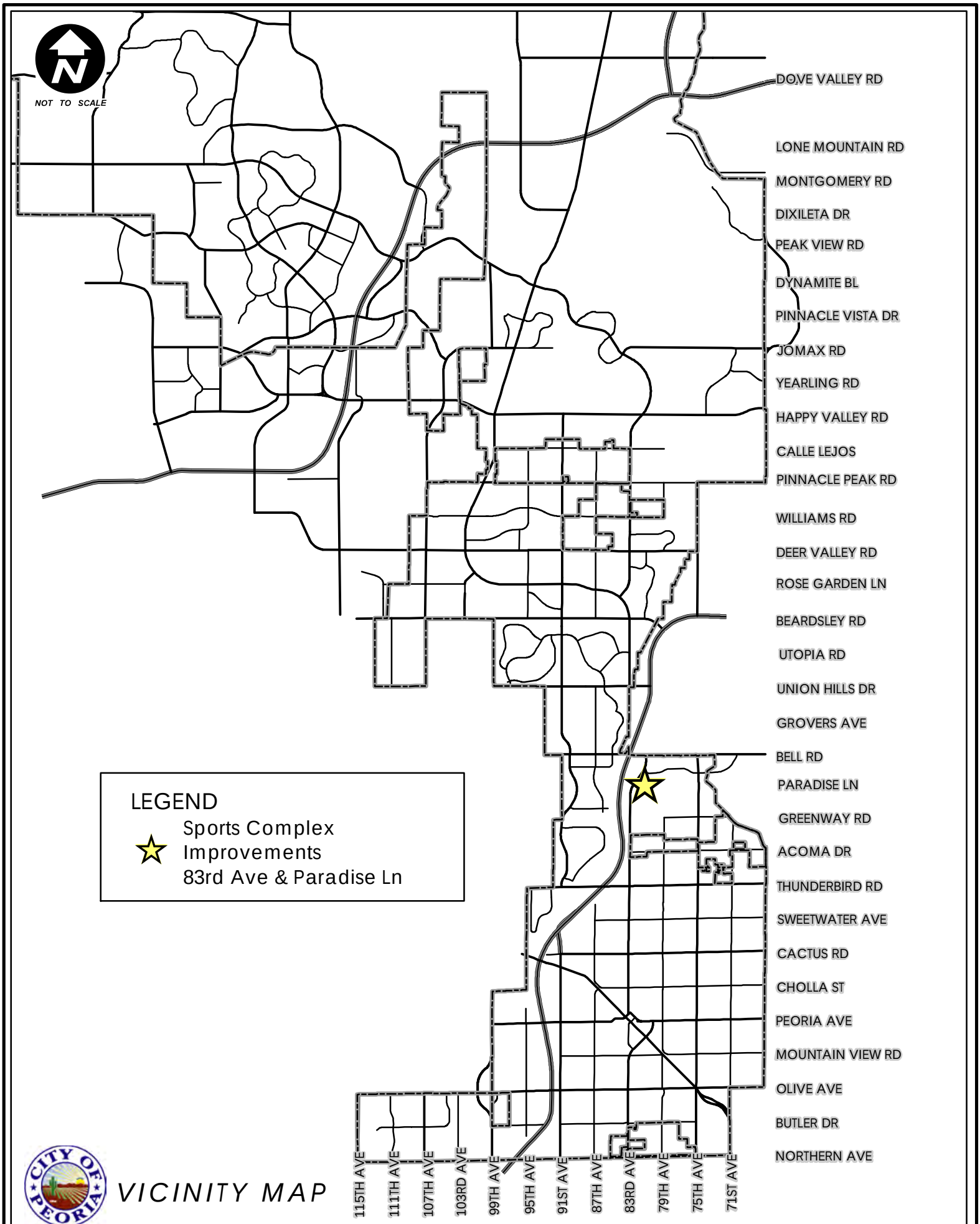

VICINITY MAP

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18R

Date Prepared: March 20, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning and Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: Z 01-10A.11 Vistancia North & South PCD Consolidation

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Purpose:

This is a request for City Council to hold a Public Hearing to consider an application for a Major Planned Community District (PCD) amendment seeking to consolidate Vistancia North and Vistancia South PCDs, reduce the number of entitled dwelling units, and amend certain development standards.

Background/Summary:

The Vistancia master planned community is generally located west of the Loop 303 between the Jomax Road and Old Carefree Highway alignments and consists of approximately 7,100 acres (11.1 square miles) when considering both Vistancia North and Vistancia South. The community is divided into multiple 'villages' which comprise a mix of land uses ranging from low density and estate residential to neighborhood commercial, mixed use, and open space.

This amendment was filed under case number Z01-10A.11 Vistancia South; however, it actually involves two separate cases and case histories – Vistancia South, formerly known as Lakeland Village, and Vistancia North, formerly known as White Peak Ranch. For continuity, this report will refer to this project, or portions thereof, as "Vistancia" (both North and South combined), "Vistancia South" (formerly Lakeland Village, generally south of the CAP canal), or "Vistancia North" (formerly White Peak Ranch, generally north of the CAP canal).

Prior to its annexation into the City of Peoria, Vistancia South had already obtained zoning entitlement through Maricopa County in 1998 with a Development Master Plan (DMP) and a PAD / PD overlay which allowed modifications to the County's hillside, roadway, setback, lot coverage, parking and other requirements. Vistancia North was granted all entitlements through the City of Peoria. Both properties were zoned Planned Community District (PCD) which carries the same flexible regulatory functions as Maricopa County's DMP zoning district. In total, both properties, approximately 7,100 acres (11.1 square miles), were entitled for 17,334 residential units in 2001. Later, in 2006, a major PCD amendment to Vistancia North,

reduced the residential unit count by 1,690 units, thereby reducing the overall Vistancia entitlement to 15,644 dwelling units. A more detailed summary of the Vistancia entitlement history can be found in staff's report to the Planning & Zoning Commission dated March 15, 2012 (Exhibit 1).

At the time of annexation and initial zoning, the City entered into an Annexation & Development Agreement with the developer to protect the vested development rights from Maricopa County in addition to establishing timing and dedication of open space, performance measures / triggers, and the location and timing of police and fire infrastructure. This agreement also set the criteria for water and sewer infrastructure based on overall residential unit entitlement. In addition to the PCD zoning and the Annexation & Development Agreement, the City Council approved a request to form a Community Facilities District (CFD), which is a financing mechanism that allows the developer to build public infrastructure to the City's standards, but only for the use of the residents within the development. Each landowner within the CFD boundary pays an incremental property tax to offset the cost of the infrastructure. In this case, the CFD permitted development to begin significantly earlier than would have been feasible without this mechanism in place.

The current request is to eliminate the 'on-paper' separation between Vistancia North and Vistancia South by merging both PCDs into a single comprehensive PCD. From an administrative perspective, this streamlines the review process and eases the burden on staff, the developer, and builders within the community. It has also provided the applicant and staff an opportunity to review each section of the PCD to correct conflicting standards and to improve existing standards such as the Hillside Development standards and the Desert Lands Conservation Overlay requirements.

More specifically, this major PCD amendment proposes various adjustments to the entitlement and development standards including the following:

- Overall reduction in the maximum residential unit count from 15,644 to 10,500 to align with Master Water and Sewer Reports; and
- Increase the maximum height standard from 74' to 120' in the 'commercial core' (Village D) located east of El Mirage Road with stepback provisions; and
- Tailored modifications to the Hillside and Desert Lands Conservation Overlay (DLCO) standards to be more responsive to topographic conditions; and
- Consolidation of the relevant zoning stipulations from each PCD and including modification to the transportation requirements recognizing a smaller entitlement and facilities in the area (e.g. Loop 303) that weren't contemplated as part of the original entitlement.

Upon receipt of the initial Notice of Application, staff received a large volume of telephone calls seeking clarification on the application. The vast majority of the callers were satisfied with the information provided while others were skeptical. The applicant held a neighborhood meeting on July 11, 2011 at the Vistancia Community Center. Approximately 50 persons attended the meeting. As part of the meeting summary, the applicant provided staff with a summary of questions and responses (Exhibit 1). The general tone of the attendees was pleasant and generally supportive of the project. At the time of this report, staff has received several telephone calls of inquiry and one letter of opposition (Exhibit 1) regarding this request.

Public notice was provided in the manner prescribed under Section 14-39-6, which includes notification to all property owners within Vistancia and within a ¼ mile (1,320 feet) radius of the development and all registered HOA's within a 1-mile radius. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division. In total, approximately 3,000 notifications were mailed to property owners within and around Vistancia.

At the March 15, 2012 Planning and Zoning Commission meeting, there was discussion between the Commission, the applicant, and a concerned resident regarding the reduction of entitled dwelling units and its fiscal impact on the community.

Previous Actions:

A public hearing was held for this item at the March 15, 2012 Planning and Zoning Commission Meeting. The resident who provided the aforementioned letter of opposition spoke at the hearing and asked to have a second letter of opposition entered into the record (Exhibit 2). The Planning & Zoning Commission recommended approval of this request with a 3-1 vote.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's March 15, 2012 recommendation (3-1) to approve Case Z01-10A.11.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the applicant may continue its progress in the development process by submitting necessary Preliminary Plat and/or Site Plan applications.

Exhibit(s):

Exhibit 1: March 15, 2012 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 2: Letter of Opposition
Exhibit 3: Amended Vistancia PCD (legislative format)
Exhibit 4: Draft Ordinance

Contact Name and Number: Adam Pruett, Sr. Planner, x5168

Z01-10A.11
Vistancia North and South PCD Consolidation

March 15, 2012 Planning & Zoning Commission Staff Report

Exhibit 1

REZONING - PCD AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 01-10A.11

DATE: March 15, 2012

AGENDA ITEM: 4R

Applicant: Vistancia South, LLC

Request: The applicant is requesting to consolidate the Vistancia North PCD (Planned Community District zoning) and the Vistancia South PCD into a single PCD with accompanying adjustments to the overall project density, specified development standards and zoning stipulations.

Location: The community is generally located west of the Loop 303 between the Jomax Road and Old Carefree Highway alignments.

Site Acreage: Approximately 7,100 gross acres (11.1 square miles)

Support / Opposition: As of the date of this printing, staff has received several telephone calls in interest of the application and one letter of opposition (attached).

Recommendation: **Approve**, with conditions

AREA CONTEXT

Table 1: *Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Developing Community**	**Estate Residential (0-2 du/ac, target 1 du/ac)**	**Planned Community District (Vistancia)**
North	Vacant	Specific Area Plan	Planned Community District (Saddleback Heights)
South	Vacant / Developing	Residential Low Density (2-5 du/ac, target 3 du/ac); Open Space; Residential Medium Density (5-8 du/ac, target of 6 du/ac)	SR-43, Suburban Ranch; R1-8, Single-Family Residential; Rural-43, Maricopa County
East	Vacant	Regional Commercial; Residential Low Density (2-5 du/ac, target 3 du/ac); Neighborhood Commercial; Loop 303	SR-43, Suburban Ranch and Lake Pleasant Heights PCD
West	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac); Open Space; Residential Low Density (2-5 du/ac, target 3 du/ac)	SR-43, Suburban Ranch; Planned Area Development

PROJECT HISTORY

1. While this amendment was filed under case number Z01-10A.11 *Vistancia South*, it actually involves two separate cases and case histories – *Vistancia South*, formerly known as Lakeland Village, and *Vistancia North*, formerly known as White Peak Ranch. For context, staff has provided a brief timeline of events outlining the entitlement process for what are now Vistancia North and Vistancia South.

Summary Timeline of Annexation and Zoning

1997 White Peak Ranch (Vistancia North) property annexed into the City of Peoria and provided with initial zoning of SR-43 (Suburban Ranch).

1998 Lakeland Village (Vistancia South) receives entitlement as a Development Master Plan (DMP) in Maricopa County

2000 City of Peoria approves a General Plan Amendment amending the Land Use Map in advance of the annexation of Lakeland Village and zoning of White Peak Ranch.

2001 City of Peoria adopts a single Annexation & Development Agreement with Shea/ Sunbelt Holdings for Lakeland Village and White Peak Ranch to protect „vested' development rights obtained in Maricopa County (Lakeland Village) and to protect new development rights and responsibilities for White Peak Ranch. The Development Agreement solidified infrastructure requirements, obligations and timing, some of which are still based on the total residential unit count.

City of Peoria annexes Lakeland Village (*Ordinance 01-158*)

City of Peoria establishes Planned Community District (PCD) zoning for Lakeland Village (County DMP zoning converted to City PCD zoning), and DMP stipulations are modified, namely relating to development review processing (*Ordinances 01-159 and 01-160*).

City of Peoria adopts PCD zoning for White Peak Ranch (*Ordinance 01-161*).

2004 Lakeland Village PCD recognized as Vistancia South PCD.

2006 City approves Major PCD Amendment to White Peak Ranch (thereafter „Vistancia North') and reduces dwelling units from 7,978 units to 6,288.

2. In October of 2001, the City Council took action to approve several items pertaining to Lakeland Village and White Peak Ranch. As outlined above, White Peak Ranch was already within the City limits and only required rezoning. Lakeland Village was not in the City and needed to be annexed prior to any rezoning action. As such, the City Council approved an annexation request, an Annexation & Development Agreement and two PCDs – one for Lakeland Village and one for White Peak Ranch. Both projects were under the same ownership and were included in a single Annexation & Development Agreement.

3. Prior to its effective annexation into the City of Peoria, Lakeland Village had already obtained full zoning entitlement through Maricopa County in 1998 with a Development Master Plan (DMP) and a comprehensive zoning package with a PAD / PD overlay. The overlay structure approved by Maricopa County allowed modifications to the County's hillside, roadway, setback, lot coverage, parking and other requirements. The flexible overlay structure also permits administrative alterations to the DMP and underlying zoning allowing for slight changes to the parcel zoning boundaries and the ability to transfer density within development units without disturbing the overall maximum allowed densities and intensities. The aforementioned Annexation & Development Agreement protected these vested development rights.

4. As with many Annexation & Development Agreements, this agreement addresses protection of previously established development rights, timing and dedication of open space, performance measures / triggers, location and timing of police and fire infrastructure, but it also set the criteria for water and sewer infrastructure provisions based on overall residential unit counts.

5. In addition, the City Council approved a request to form a Community Facilities District (CFD), which is essentially a public financing mechanism that allows the developer to build public infrastructure to the City's standards, but only for the use of the residents within the development. Each landowner within the CFD boundary pays an incremental property tax to offset the cost of the infrastructure. In this case, the CFD permitted development to begin significantly earlier than would have been feasible without this mechanism in place.

6. In total, both properties, approximately 7,100 acres (11.1 square miles), were entitled for 17,334 residential units in 2001. Later, in 2006, a major PCD amendment was approved for White Peak Ranch, which reduced the residential unit count by 1,690 units, thereby reducing the overall Vistancia entitlement to 15,644 dwelling units.

7. For continuity, this report will refer to this project, or portions thereof, as "Vistancia" (both North and South combined), "Vistancia South" (formerly Lakeland Village, generally south of the CAP canal), or "Vistancia North" (formerly White Peak Ranch, generally north of the CAP canal).

8. Since 2001, both Vistancia PCDs have undergone several minor amendments, most of which pertained to modifications to development standards, signage, and minor parcel boundary adjustments. In 2005, the City approved a major PCD amendment to Vistancia South (*Ordinance 05-24*) and amended a stipulation thereby aligning the construction and golf course water usage with the City's Reclaimed Water Service ordinance.

9. Vistancia North was also the subject of one previous major PCD amendment. In 2006, the City approved *Ordinance 06-13* that reduced the project density by 1,690 residential units, eliminated one golf course, one K-8 school, one fire / police station, but made no changes to the parks or open space.

PROJECT REQUEST

10. The current request is to eliminate the „on-paper' separation between Vistancia North and Vistancia South by merging both PCDs into a single comprehensive PCD. From an administrative perspective, this streamlines the review process and eases the burden on staff, the developer, and builders within the community. It has also provided the applicant and staff an opportunity to review each section of the PCD to correct conflicting standards and to improve existing standards such as the Hillside Development standards and the Desert Lands Conservation Overlay requirements.

11. Additionally, the applicant has also sought adjustments to the existing entitlement and is proposing changes as part of an Amended and Restated Development Agreement. The latter will be part of the City Council deliberation when this case moves forward for final action. The Amended and Restated Development Agreement essentially addresses the obligations, timing and costs associated with infrastructure development in the community. The Agreement was reviewed and modified in coordination with the PCD Amendment and was the subject of a November 2, 2011 Council Study Session.

12. More specifically, this major PCD amendment proposes various adjustments to the entitlement and development standards including the following:

    - Overall reduction in the maximum residential unit count from 15,644 to 10,500 to align with Master Water and Sewer Reports; and
    - Modification to the maximum height standard in the „commercial core' (Village D) located east of El Mirage Road with stepback provisions; and
    - Tailored modifications to the Hillside and Desert Lands Conservation Overlay (DLCO) standards to be more responsive to topographic conditions; and
    - Consolidation of the relevant zoning stipulations from each PCD and including modification to the transportation requirements recognizing a smaller

entitlement and facilities in the area (e.g. Loop 303) that weren't contemplated as part of the original entitlement.

A summary of the changes are identified in table below and discussed in more detail in the report.

ITEM	EXISTING ENTITLEMENT	PROPOSED ENTITLEMENT
Zoning Documentation	Vistancia South PCD governs southern 3,119 acres and Vistancia North PCD governs northern 3,985 acres	Combine North and South PCD into 1 Vistancia PCD Entitlement (7,104 gross acres; 11.1 sq. miles)
Maximum Units	Vistancia South PCD: 9,356 units Vistancia North PCD: 6,288 units OVERALL: 15,644 UNITS	Reduce overall maximum unit count to 10,500 to align with Master Water/Sewer Reports.
Gross Density	2.2 units/acre	1.5 units/acre
Commercial/Mixed Use Acres	443 acres total North 31 acres; South 420 acres	No Change
Police/Fire Facilities	2 stations (up to 2 acres per site) South 1 site existing; North 1 site proposed	No Change
K-8 Schools (PUSD)	3 schools (Min. 15 acres per K-8)	No Change
High Schools (PUSD)	1 high school (Min. 40 acres per HS)	No Change
Golf Courses	Up to 4 golf courses 2 Existing in South (36 holes); 1 or 2 in North TBD;	No Change
Library Sites	1 General location Lone Mtn./El Mirage	No Change New location general area of Community Park
Community Parks (Public)	2	No Change
Neighborhood Parks (Public)	3	No Change
Expanded Trailhead (Public)	1 (9.8 acres @ H4)	No Change
Open Space (Public)	900 acres dedicated; up to approximately 1,175 acres (Development Agreement)	No Change
Timing of Open Space Dedication	Dedication to occur prior to approval of 1st Preliminary Plat north of the CAP (Dev. Agreement)	Dedication timed when infrastructure is available to provide public access OR within 180 days of written request by the City.
Development Standards	Existing Vistancia South/North PCD's	Amend: - Tailored Hillside/DLCO standards - Village D Max. Height: 74' to 120' - Various cleanups

DISCUSSION AND ANALYSIS

Reduction of Residential Units

13. As the southern portions of the Vistancia community have developed, the character of the community is such that it has realized significantly lower densities than its entitled density. The consolidated Vistancia community is currently entitled for 15,644 dwelling units (9,356 South and 6,288 North). To maintain the character of existing development within Vistancia, and size infrastructure improvements appropriately, the application proposes to reduce the units count over 30% to a maximum of 10,500 residential dwelling units.

14. Shortly after this amendment was filed with the City, staff received a large volume of calls from concerned residents. Many of the concerns purported that the reduction in the number of residential units would compromise the quality of amenities and commercial opportunities in the area. It was explained to the residents by the applicant and by staff, that the reason for the reduction is to control infrastructure costs because, as mentioned earlier in this report, the Annexation & Development Agreement requires the developer to build water and wastewater infrastructure for the number of *entitled* units, not the *built* units. To this end, the character and development standards of the Vistancia community are such that whether or not this amendment was filed, the entitled 15,644 units is unrealistic. The proposed 10,500 units is realistic and again, would have been the resulting unit count regardless of whether or not the PCD was amended based purely upon development trends and acceptable character within Vistancia. By reducing the entitled unit count to the realistic unit count, the developer will not be required to construct and pay for oversized infrastructure, of which, due to the aforementioned Community Facilities District (CFD), cannot be shared by surrounding (i.e. non-CFD) land owners.

Height Restrictions

15. The application proposes an increase in the allowable height for Mixed Use parcels located east of El Mirage Road (Village D) in the Vistancia commercial core. The request proposes an increase from 74 feet to 120 feet. Additionally, the PCD includes „stepback' provisions which enables gradual realization of the height increase from El Mirage Road as the distance or setback is increased (See Figure D-1 in the PCD).

16. The commercial core is part of the Loop 303 Specific Area Plan, which identified the opportunity to develop a unique, high quality, mixed-use development for the region (Exhibit E). Increasing this allowable height will enable these parcels the flexibility to develop an effective mixed-use environment, while also helping to screen the 190' power line towers from the residential parcels to the west.

Hillside & Desert Lands Conservation Overlay

17. The City of Peoria administers a Hillside Development Overlay District and a Desert Lands Conservation Overlay as found in Articles 14-22A and 14-22B in the Zoning Ordinance. The purpose of these documents is to guide development in a manner that protects natural features in the City. These ordinances were created to apply across a number of different landscapes and circumstances within the City, but were not created with a specific site in mind.

18. The Vistancia developers have invested significantly in planning and analyzing the unique character of the land north of the Central Arizona Project (CAP) Canal, and are proposing to tailor the City's ordinances to this specific area. Unlike many hillside areas in the City, the terrain in the northern portion of

Vistancia is heavily undulating and therefore strict adherence to the City's hillside standards is challenging. The developer has worked closely with staff to allow more development flexibility in certain regions in exchange for greater open space connectivity and more comprehensive guidelines for the restoration of disturbed areas.

19. Early in the amendment process, staff presented the applicant with a draft amendment to the Desert Lands Conservation Overlay (DLCO) seeking incorporation of the concepts into the new Vistancia PCD. After a few minor modifications, which are anticipated to appear in the City's next draft, the applicant did incorporate the DLCO into the PCD. Staff is confident that although there are modifications to the hillside development standards and the DLCO, the project will maintain the same high design and livability standards found in the developed portions of Vistancia. Throughout the review process, the City and the applicant worked to encourage flexibility in development standards, connectivity among open spaces, and protection of the natural environment and wildlife corridors.

Consolidated / Modified Zoning Stipulations

20. Relevant stipulations attached to the Vistancia North and Vistancia South PCD's were consolidated resulting in a single framework of requirements. There were significant modifications to the transportation stipulations (namely #22-25). When the project was initially conceived, the Loop 303 did not exist resulting in a requirement for Vistancia to build Lone Mountain Road from the community to Lake Pleasant Parkway. A decade later, with the Loop 303 in place and a significantly downsized entitlement, the stipulations were modified to reflect realities on the ground and the impact resulting from the community, as identified in the approved Traffic Impact Analysis (TIA).

General Content and Format

21. The applicant has continued to work with the PCD in the familiar format to ensure that any frequent users are able to locate specific chapters or sections with ease. Staff has forwarded what appears to be a heavily amended version of the PCD in this format to the Planning & Zoning Commission for review and recommendation. In an effort to further streamline the review process and the document as a whole, a Condition of Approval has been added that will require the applicant to provide the City with a final version of the PCD that consolidates the „exceptions to the Zoning Ordinance' sections into the various Appendices that contain the Zoning Ordinance itself. This action centralizes the development standards and will reduce the overall size of the PCD.

Public Response

22. Upon receipt of the initial Notice of Application, staff received a large volume of telephone calls seeking clarification on the application. The vast majority of the callers were satisfied with the information provided while others were skeptical. The applicant held a neighborhood meeting on July 11, 2011 at the Vistancia Community Center. Approximately 50 persons attended the meeting. As part of the meeting summary, the applicant provided staff with a summary of questions and responses provided (Exhibit G). The general tone of the attendees was pleasant and generally supportive of the project. At the time of this report, staff has received several telephone calls of inquiry and one letter of opposition (Exhibits F1-F4) regarding this request.

Hearing Notification

23. Public notice was provided in the manner prescribed under Section 14-39-6, which includes notification to all property owners within Vistancia and within a ¼ mile (1,320 feet) radius of the development and all registered HOA's within a 1-mile radius. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division. In total, approximately 3,000 notifications were mailed to property owners within and around Vistancia.

FINDINGS AND RECOMMENDATION

24. Based on the following findings:

- This request is consistent with the General Plan and the Loop 303 Specific Area Plan; and
- This request advances the intent of the Planned Community District and alleviates unnecessary administrative burdens on staff and the applicant.
- This request results in the continuation of a well-designed, well-appointed master planned community with a blend of meaningful open space, recreation, and commercial uses with opportunities for a diverse mix of housing.
- This request does not represent a significant deviation from the approved land use plan or accepted Vistancia community character.
- The applicant has provided an executed Proposition 207 waiver.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Z 01-10-A.11 subject to the following conditions:

Land Use

1. The Development shall comply with the Vistancia Planned Community District (Vistancia PCD) Development Plan & Standards Report, dated February 2012, except as modified herein.
2. The total number of dwelling units for the Vistancia Planned Community shall not exceed the maximum units permitted within each development village and 10,500 units for the project as a whole as outlined in *Table C.1*. The number of dwelling units shall be tracked by the Developer during the review of each subdivision and/or site plan
3. Within 60 days of City Council adoption, the applicant shall provide to the City three (3) copies of the Vistancia PCD in its final format, which shall include the incorporation of all exceptions to the City's Zoning Ordinance into the appropriate Appendices containing the applicable section(s) of the Zoning Ordinance.
4. The golf course zoning shall be aligned with the adjoining zoning districts.
5. The residential development units shall adhere to Table D.1 Residential Development Standards of the Vistancia PCD.

Open Space

6. A Wash Corridor Protection Plan, documenting the location of all significant washes on the site, as illustrated in the Vistancia PCD, shall be approved with each applicable preliminary plat or site plan for any development unit. The plan shall identify the relationship between the existing wash corridors, proposed development activity, and all wash protection measures, road crossings, and pedestrian and recreational amenities planned along the wash corridor. All washes shall be protected in accordance with Section 14-22B (Desert Lands Conservation Overlay) of the Zoning Ordinance as modified in the Vistancia PCD document.
7. The City acknowledges that the Developer intends to donate, per the terms of the Amended and Restated Development Agreement, an initial 900 acres of Natural Mountain Preserve to the City of Peoria as depicted in the Vistancia PCD document. Subsequent donations to the City of Peoria shall occur concurrent with the final plat approval for any development unit in which the additional Preserve Area is located or as otherwise determined through the Amended and Restated Development Agreement for Vistancia. A revised boundary survey of the Preserve shall be provided at no cost to the City at the time of donation.
8. The Developer shall site, construct and dedicate all public park sites, as depicted in the Vistancia PCD document, with future sites totaling a minimum of ten (10) useable acres or more, to the City of Peoria for use as Neighborhood Parks. During the platting process of adjacent parcels, the Developer and City shall work together to determine timelines to dedicate land and construct capital facilities for the Neighborhood Parks. Future park sites less than 10 acres shall be private parks and are not subject to dedication to the City. Final park

locations shall be subject to the approval of the Community Services Director or designee at the time of Preliminary Plat review and approval. The Developer shall dedicate such lands and construct such facilities as determined by the Community Services Director and as provided for in the Vistancia PCD document and/or the Amended and Restated Development Agreement for Vistancia.

9. An archaeological survey of the subject property shall be conducted, prior to the filing of the first preliminary plat north of the CAP canal, to locate and evaluate cultural resources that might be present. Once the survey is complete, a report of the results shall be forwarded to the Arizona State Historic Preservation Office and the City's Historic Preservation Officer for review and comment before any ground disturbing activities related to development are initiated. If prehistoric or historic sites are identified within the subject area, it may be necessary to have archaeological testing performed at the sites to evaluate their eligibility for the National or State Register of Historic Places. Further, if Register eligible properties cannot be avoided by project activities, then the Arizona State Historic Preservation Office shall determine if a data recovery (excavation) program is necessary. Should federal permits be required for the project, then any archaeological work performed must meet the Secretary of Interior Standards, and will be subject to the provisions of Section 106 of the National Historic Preservation Act.
10. Not less than 137 acres shall be set aside and donated for neighborhood and community park space.
11. Prior to filing each preliminary plat, north of the CAP Canal, and excluding the Clementine Mine Exemption area as shown in the PCD, the developer will submit a landscaping inventory and salvage plan which identifies and assesses the native trees and cacti within the development parcel, and which determines the preservation/disposition for each of the selected native trees and cacti.

Utilities

12. All water, wastewater and reclaimed water infrastructure necessary for each plat and site plan shall be constructed in conformance with both the current Utility Master Plans approved by the Public Works-Utilities Director and the Water Appendix (Exhibit G) of the Amended and Restated Development Agreement for Vistancia.
13. The City of Peoria, at its discretion, may place a hold on the approval of preliminary plats, construction documents, final plats, infrastructure permits, and/or building permits to insure that sufficient treatment capacity in the Jomax Water Reclamation Facility and availability of water resources and capacity to the site is available prior to actual demand for such services and resources.
14. All water, wastewater and reclaimed water system infrastructure shall be designed and constructed by the Developer or Vistancia Community Facilities District in accordance with the most current City Water, Sewer and Disposal Code, City's Utility Master Plans, Vistancia Utility Master Plan, and the City's Infrastructure Design Guidelines.

15. The City reserves the right to request that the utility infrastructure be oversized to accommodate development outside the project area. The City shall be responsible to pay for the incremental cost between that which is needed to serve the Vistancia development and the oversizing request.
16. Any or all of the above referenced infrastructure may be located off-site but shall be planned and developed to accommodate this project. All infrastructure and water resources required for this development will be developed and dedicated to the City of Peoria by the Developer at no cost to the City.
17. The Developer is responsible to provide water supplies for the development that will be physically, legally, and continuously available for 100 years. Prior to recording individual plats for the project / property, the Developer must demonstrate that the plat is included in Peoria's most current approved Designation of Assured Water Supply. The developer shall be responsible to fund the City's acquisition of additional CAP water resources for the project in accordance with the Water Appendix (Exhibit G) of the Amended and Restated Development Agreement for Vistancia.
18. Public water, sewer and reclaimed water lines located outside of right-of-way shall be located in easements dedicated for that use and shall comply with the City's minimum requirements. Easements shall be dedicated at no cost to the City. The City at its own discretion may require such easements for public water and sewer lines to be located within designated roadway cross-sections and or tracts.
19. The City of Peoria, at its discretion, may request that an update / revision to the Utility Master Plan be submitted and approved prior to the approval of individual preliminary plats to ensure the necessary water, wastewater and reclaimed water infrastructure is completed to support the plat and/or development phase.
20. All water for construction purposes, irrigation supplied to golf courses and large common areas, and water used to fill or refill lakes shall be used in a manner that is consistent with the City of Peoria Reclaimed Water Service Ordinance and the rules, regulations and policies of the Arizona Department of Water Resources governing the use of water for turf-related facilities.

Transportation

21. Improvements shall be consistent with development standards set forth in the City Infrastructure Guide.
22. The developer shall build Lone Mountain Road (outside lanes) from El Mirage Road to the Loop 303 by Spring 2012.
23. The developer shall build Lone Mountain Road (lanes 3 and 4) from El Mirage Road to the Loop 303 interchange. This project shall be initiated when the City has determined the existing level of service has reached "C" (as defined by Table 2.1 of the Northwest Valley Transportation Study Peoria Community Transportation Plan) on Lone Mountain Road east of El Mirage Road. The improvements shall be completed within 24 months after being initiated; unless extended with valid reasoning and receiving support from the City Engineer.
24. The developer shall build El Mirage Road (the half-street) from Jomax Road to

Happy Valley Road. This project shall be initiated when the City has determined that the existing level of service has reached "C" (as defined by Table 2.1 of the Northwest Valley Transportation Study Peoria Community Transportation Plan) on Vistancia Boulevard east of El Mirage Road. The improvements shall be completed with a Letter of Acceptance from the City within 36 months of project initiation unless extended with valid reasoning and receiving support from the City Engineer.

25. The developer shall build El Mirage Road (the half-street) from Happy Valley Road to the Loop 303 interchange. This project shall be initiated when the City has determined that the existing level of service has reached "C" (as defined by Table 2.1 of the Northwest Valley Transportation Study Peoria Community Transportation Plan) on El Mirage Road north of Happy Valley Road. The improvements shall be completed with a Letter of Acceptance from the City within 36 months of project initiation unless extended with valid reasoning and receiving support from the City Engineer. If this level of service is not reached at build out of the Vistancia community, this improvement shall cease to be a developer obligation.
26. The developer shall be responsible for construction of all public and private on–site roadways within the designated Vistancia PCD boundaries. Further, the homeowners association shall be responsible for the maintenance and upkeep of all private roads, washes / wash crossings, roadway median landscaping, landscaping within the public rights-of-way, and of pedestrian, bicycle, and multi-use pathways within or adjacent to public right-of-ways.
27. The Developer shall dedicate the required right-of-way and construct full and half street improvements where necessary to serve this project as determined by the City Engineer or his designee and in accordance with an approved Phasing Plan.
28. The Developer shall provide both on-site and off-site roadway infrastructure to serve this development in accordance with the current, approved Vistancia Traffic Impact Study, subject to the approval of the City Engineer or his designee. The City Engineer or his designee may require the developer to provide an updated Traffic Impact Analysis periodically due to phasing issues as preliminary plats for the development of the PCD are submitted. The developer shall use reasonable efforts to acquire off site rights-of-way as necessary and required by the City of Peoria, consistent with the current, approved Traffic Impact Analysis.
29. At the time of the submittal of the first residential preliminary plat north of the Central Arizona Project Canal, if Vistancia Boulevard provides the only roadway access to the proposed area, the applicant shall prepare and submit a report addressing emergency access to and from the site in the event of a blockage or failure of the Vistancia Boulevard crossing of the Central Arizona Project Canal. The report shall be subject to the approval of the City Engineer, Fire Chief and Police Chief prior to approval of said preliminary plat.
30. A Final Master Traffic Impact Analysis (TIA) prepared in accordance with the City's Traffic Impact Study Criteria shall be approved prior to any preliminary

plat, site plan or infrastructure plan submittal for that phase. Additional TIA for each phase of development will be required by the City Engineer to provide recommendations for the interim traffic conditions.

31. A site specific (individual) TIA, or update letter as approved by the City Engineer or designee, shall be submitted with all residential and nonresidential parcels within the development.
32. The right-of-way dedications and roadway sections will be determined based on the City Standards that are in effect at the time of the preliminary plat and/or site plan approval process.
33. The Developer shall submit a noise mitigation study addressing the anticipated truck traffic on the arterial roadways. All walls shall be designed in accordance with the recommendations of the sound study and per the Zoning Ordinance.
34. The Developer shall dedicate ROW on all roadways per the City of Peoria standards in place at the time of the preliminary plat or final plat submittal / approval for all arterials, collectors, and residential roadways within this subdivision.
35. The Developer shall dedicate an additional 10-foot ROW within 500-feet of a major arterial roadway intersection.
36. The Developer shall dedicate an 8' PUE outside of the ROW or private roadway Tract. No walls, or retention or other encumbrances shall be allowed within the PUE without approval from the City Engineer or his designee.
37. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
38. The Developer shall install traffic signal interconnect conduit along all arterials. Plans for the installation of the traffic signal interconnect conduit shall be submitted with the improvement plans. The traffic signal interconnect shall also be shown on the paving plans.

Drainage

39. This development shall implement the recommendations of the "North Peoria Area Drainage Master Plan „low-impact' development alternative" for any activity within the floodway fringe or erosion hazard zone that does not significantly alter the natural form and function of the watercourse. The following standards are proposed to quantify the definition of "low impact":
    - Minimal velocity increases:
      The average 10-year velocity in the *channel* or over bank should not change (± 0.0 fps).
      The average 100-year velocity in the *channel* or over bank should not change (increase or decrease) by more than 10 percent or one-foot per second (fps), whichever is less.
    - Minimal water surface elevation increase:
      The 10-year water surface elevation should not change (± 0.0 ft.).
      The 100-year water surface elevation should not increase or decrease by more than 0.1-foot.

- Minimal disturbance of the main channel:
  - No decrease in the full bank width of the main channel.
  - No excavation or deepening of the streambed in the main channel.
  - No removal of bank vegetation. Where bank vegetation is temporarily disturbed by construction, it should be replaced, monitored for health, and irrigated if required to assure its survival.
  - No relocation of the low-flow channel within the floodplain.
- No offsite impacts:
  - No erosion, sedimentation, or flood impacts to adjacent properties without written permission of affected property owners.
  - Engineering and geomorphic analysis required to demonstrate no long-term, short-term or 100-year off-site impacts.
  - Preservation of natural landscape character and habitat within the floodplain. Alternatives that exceed the standards listed above are not considered low-impact alternatives.

40. In addition to establishing 100-year floodplain limits, erosion hazard zone delineations shall be conducted on all watercourses with drainage areas more than ¼ of a square mile or have a 100-year estimated flow rate of more than 500 cfs. Erosion hazard delineation shall be conducted at a minimum in conformance with State Standard for Watercourse System Sedimentation Balance (State Standard 5-96) guidelines.
41. A Maintenance Plan shall be developed for all structural type improvements. The Plan will document required maintenance to be provided by the owner/owners of structural type drainage improvements. The Plan shall include the following items as applicable:
    - Type of facility.
    - Owner of facility.
    - Required maintenance activity.
    - Vegetation maintenance.
    - Bank protection maintenance.
    - Grade control maintenance.
    - Removal of debris and sediment from structures.
    - Required permits for maintenance activity.
    - Required inspection/monitoring activity.
    - Schedule for inspection and monitoring activity.
    - Required agency notification.
42. A Phased Drainage Plan must be submitted and approved for each proposed development phase prior to any preliminary plat or site plan approval for that phase. Each approved phased drainage report must be updated at the completion of each phase based on final design conditions. This requirement must be satisfied for each phase prior to submittal of the next construction phase unless specifically permitted by the City Engineer or his designee.
43. The post development flows exiting this project shall not exceed the pre-development peak flow rate and volume generated from the 100-year, 6-hour storm event. This site must demonstrate that the post runoff peak and volume

from the 2, 10, 50, and 100 years storm event do not exceed the pre-development values. This will essentially require the use of retention and detention systems within the site.

44. A site specific Drainage Report shall be submitted with each preliminary plat and/or site plan and shall be in conformance with the approved Master Drainage Report and the Master Drainage Plan for that phase of construction.
45. First flush runoff (first 1-inch of rainfall) must be treated prior to discharge to any adjacent drainage way or public drainage system. All first flush treatment system(s) must be outlined and approved by the City of Peoria prior to approval of the preliminary plat.
46. All non-single family residential parcels shall retain 100% of the 100-year, 2-hour storm event. In the event site specific geologic and topographic conditions do not permit compliance with the retention requirement, the developer may request from the City Engineer a waiver from the retention requirement. If approved by the City Engineer, the developer shall design each site to detain 100% of the 100-year, 2-hour storm event with a discharge rate designed to permit the detained volume to drain within36-hours per the City Infrastructure Guide.
47. Street drainage shall conform to the City of Peoria Street Drainage Policy outlined in the City Infrastructure Design Guidelines. Specifically, the street right-of-way shall be designed to carry a maximum 100-CFS; a stormdrain system is required when that capacity is exceeded with discharge of such a system to an approved facility.
48. The City's Policy is not to permit any crossings that will be designed for less than the 100-year storm capacity and will permit overtopping of such a storm event. However, depending on the location and ownership of such roadway, a waiver may be granted by the City Engineer or his designee. Such a waiver must be requested and approved on a case by case basis.
49. All construction activities within the State of Arizona shall comply with the AZ Pollutant Discharge Elimination System (AZPDES) rules and regulations as a minimum standard in addition to City of Peoria established criteria.
50. All floodplains must be shown on the preliminary and final plats.
51. No structure shall be constructed within the limits of the Federal Emergency Management Agency (FEMA) designated flood plain. Any modification to existing flood plain shall be pre-approved by FEMA through the City of Peoria Site Development Division and the Engineering Department.
52. A Final Drainage Report shall be approved by the City of Peoria for each subdivision plat.

Other

53. One Emergency Response Facility (fire and police) shall be located within Vistancia North as depicted on Figure C-3 and Figure C-6 in the PCD („Emergency Response Plan'). The station shall be dedicated at the City's discretion and as otherwise specified in the Amended and Restated Development Agreement for Vistancia.

54. Approval of this zoning amendment is not a waiver or amendment by the City of any provision of the Amended and Restated Development Agreement for Vistancia affecting the property. If any provision of this PCD is inconsistent with the Amended and Restated Development Agreement for Vistancia, then the Developer must amend the Agreement prior to implementing the conflicting zoning, or be in breach of the Agreement.
55. The Developer shall provide a library site within the Vistancia property, in a location acceptable to the City of Peoria, subject to the provisions identified within the Amended and Restated Development Agreement for Vistancia.
56. The Developer shall preserve, in their entirety except as necessary to accommodate road and utility crossings, the McMicken, White Peak, and Twin Buttes washes, as identified on Figure B-3 of the PCD. The preservation area is considered an area fifty (50) feet from each side of the "sandy bottom" of said washes. The developer shall be responsible for providing a survey to determine the sandy bottom of said washes prior to or concurrent with each preliminary plat application.

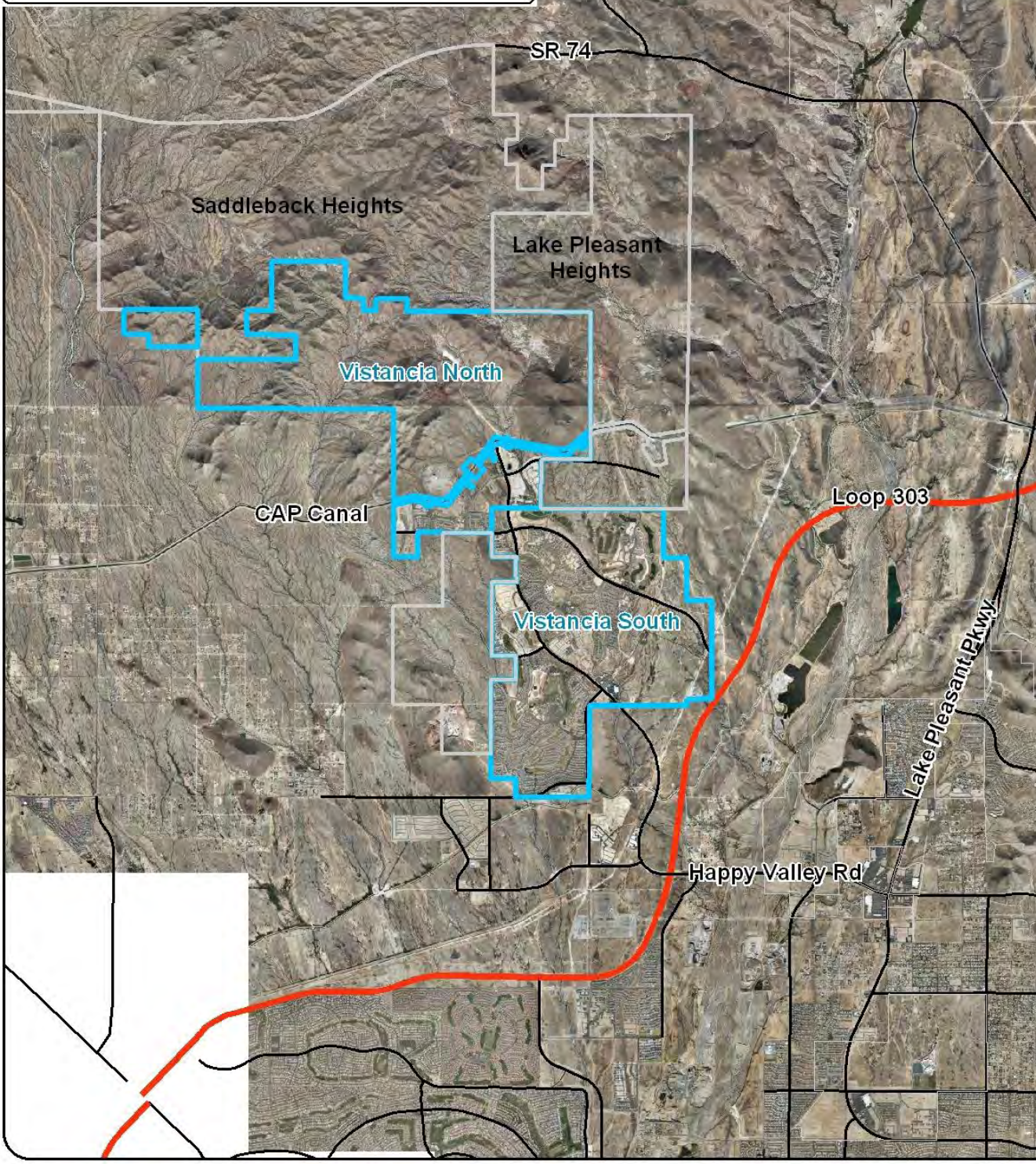
ATTACHMENTS

Exhibit A	Vicinity Map
Exhibit B1-B2	Existing Land Use & Open Space Maps (Vistancia North)
Exhibit C1-C2	Existing Land Use & Open Space Maps (Vistancia South)
Exhibit D1-D4	Proposed Land Use & Open Space Maps (Combined)
Exhibit E	Village Plan
Exhibit F1-F4	Letter of Opposition and Supporting Materials from Vistancia Resident
Exhibit G	Community Meeting Summary of questions/responses
Exhibit H	Proposed Combined Vistancia PCD (under separate cover; electronic copy)

Prepared by: Adam D. Pruett, AICP, LEED Green Associate
Senior Planner

Vicinity/Aerial Map

Exhibit A



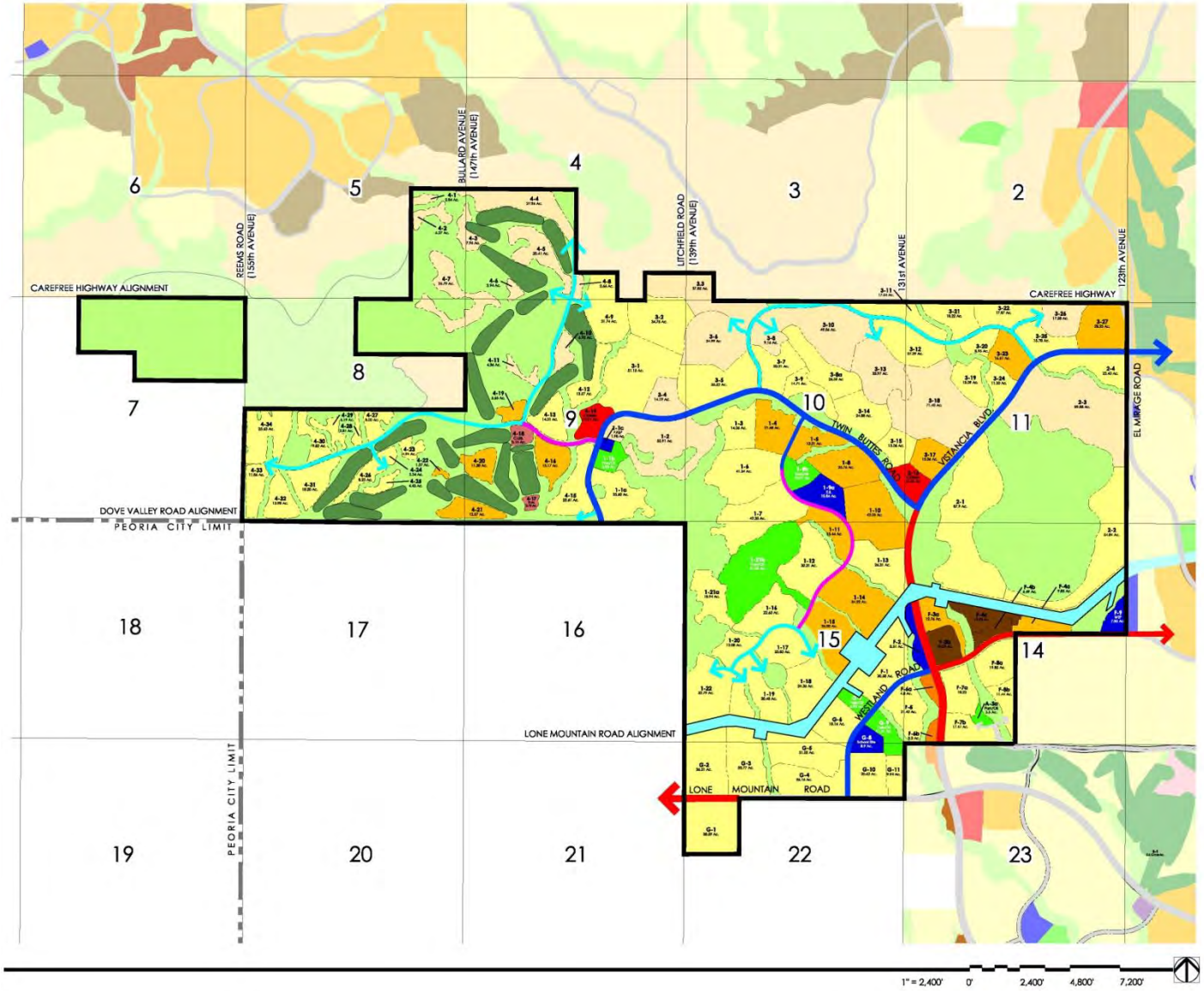
Z 01-10A.11 Vistancia North & South

Applicant: Vistancia South, LLC

Request: Major PCD Amendment - Combine Vistancia North and South PCDs

N

Not to Scale



VISTANCIA NORTH

Planned Community District

Land Use Master Plan

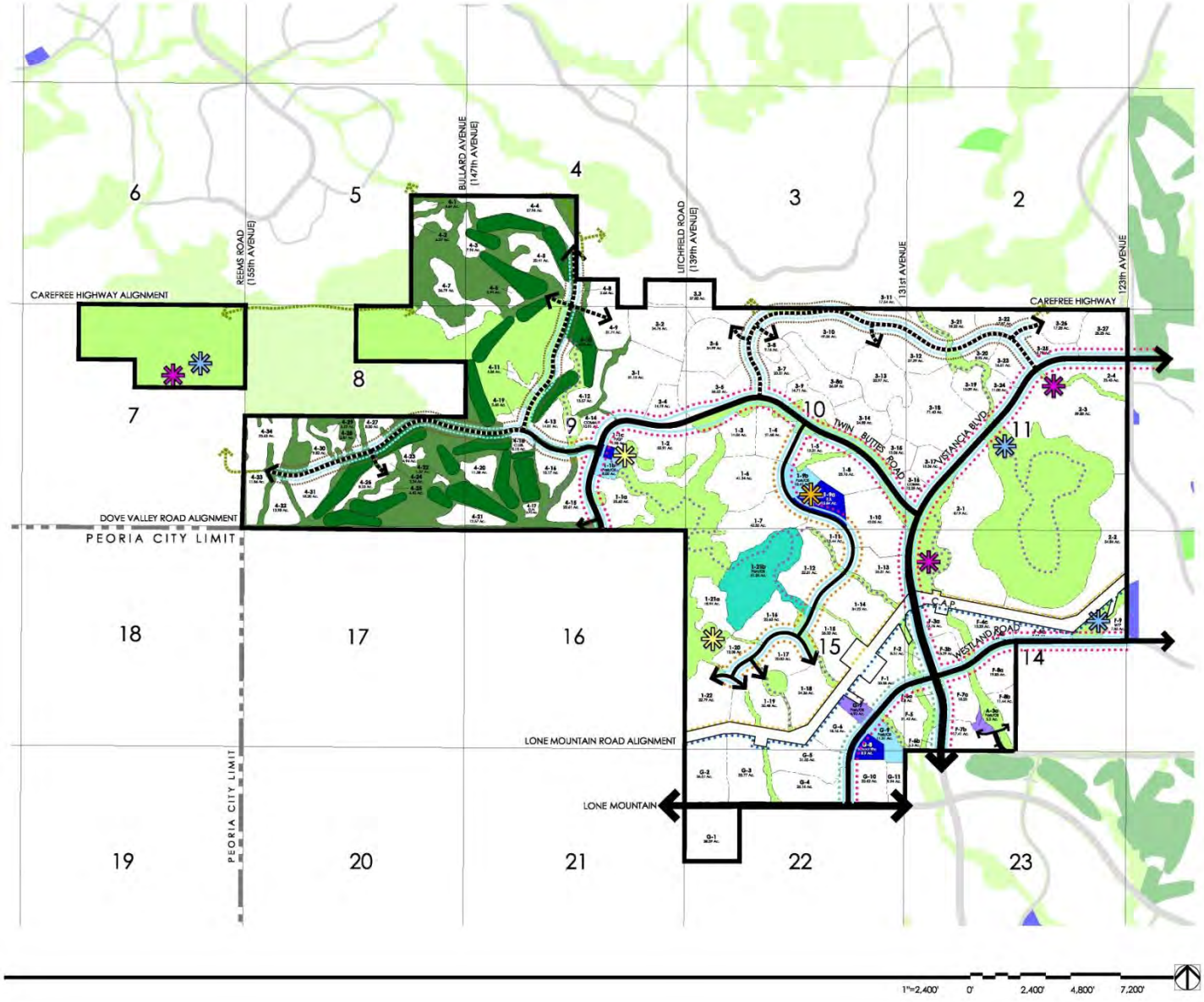
LAND USES

RE	Residential/Estate 0-2.0 du/ac
LD	Residential/Low 2.0-5.0 du/ac
MD	Residential/Medium 5.0-8.0 du/ac
MH	Residential/Medium High 8.0-15.0 du/ac
MU	Mixed Use
SU	Special Use
CC	Community Commercial
P/OS	Park/Open Space
G	Golf Course
P/QP	Public/Quasi-Public
W	Water
	Major Arterial
	Minor Arterial
	Major Collector
	Minor Collector

GREEY | PICKETT

Stanley Consultants INC. TASK ENGINEERING WILSON & COMPANY LVA Urban Design Studio L.L.C.

Figure C-3



VISTANCIA NORTH

Planned Community District

Park / Open Space & Non-Vehicular Circulation Master Plan

OPEN SPACE TYPES

Passive Open Space (Public)	876.51 Ac.
Passive Open Space (Private)	313.34 Ac.
Golf (Private) Open Space	205.22 Ac.
Preserve / Trailhead	61.26 Ac.
Public Park	29.72 Ac.
Private Park or Recreation Center	10.43 Ac.
Public/Quasi Public (School)	24.74 Ac.
	1,523.22 Total Ac.

FACILITIES & USES

8' Wide Concrete Sidewalk	57,302 l.f.
6' Wide Concrete Sidewalk, Public	15,338 l.f.
6' Wide Concrete Sidewalk, Private	40,450 l.f.
6' Wide Decomposed Granite Trail	7,058 l.f.
Bike Lanes, Public	83,951 l.f.
Bike Lanes, Private	42,604 l.f.
Regional Public Multi-Use Trail	13,024 l.f.
Regional Public Equestrian Trail	12,071 l.f.
Community Public Multi-Use Trail	31,274 l.f.
Potential Future Trail / Connections	n/a

Programmed Trail Heads
Asphalt Parking Area (±12 Spaces)
Natural Hiking Trail
Turf/Open Play Area
Picnic Ramada w/ Trailhead Kiosk
± 2.5 Acres

Expanded Programmed Trail Head
Asphalt Parking Area (±25 Spaces)
Natural Hiking Trail
Turf/Open Play Area
Picnic Ramada w/ Trailhead Kiosk
(± 8.0 Acres)

Joint Use Library
(potential location)

Open Space Access

NOTES:

1) The Vistancia North PCD will have a minimum of 20% of the gross project acreage committed to a mix of Passive Open Space, Golf Open Space, and Improved Open Space. This 20% is committed for the entire project as a whole and not on a development parcel or plat basis. Each development parcel may contribute more or less open space to the 20% project total.
2) Passive Open Space includes natural undisturbed areas, expanded landscape parkways, utility corridors and wash drainage ways.
3) Regional detention/retention facilities may be located in a park and open space areas. Locations shall be reviewed and approved by the City of Peoria.
4) Locations of trails and future connections are subject to change based on final parcel and trail designs.

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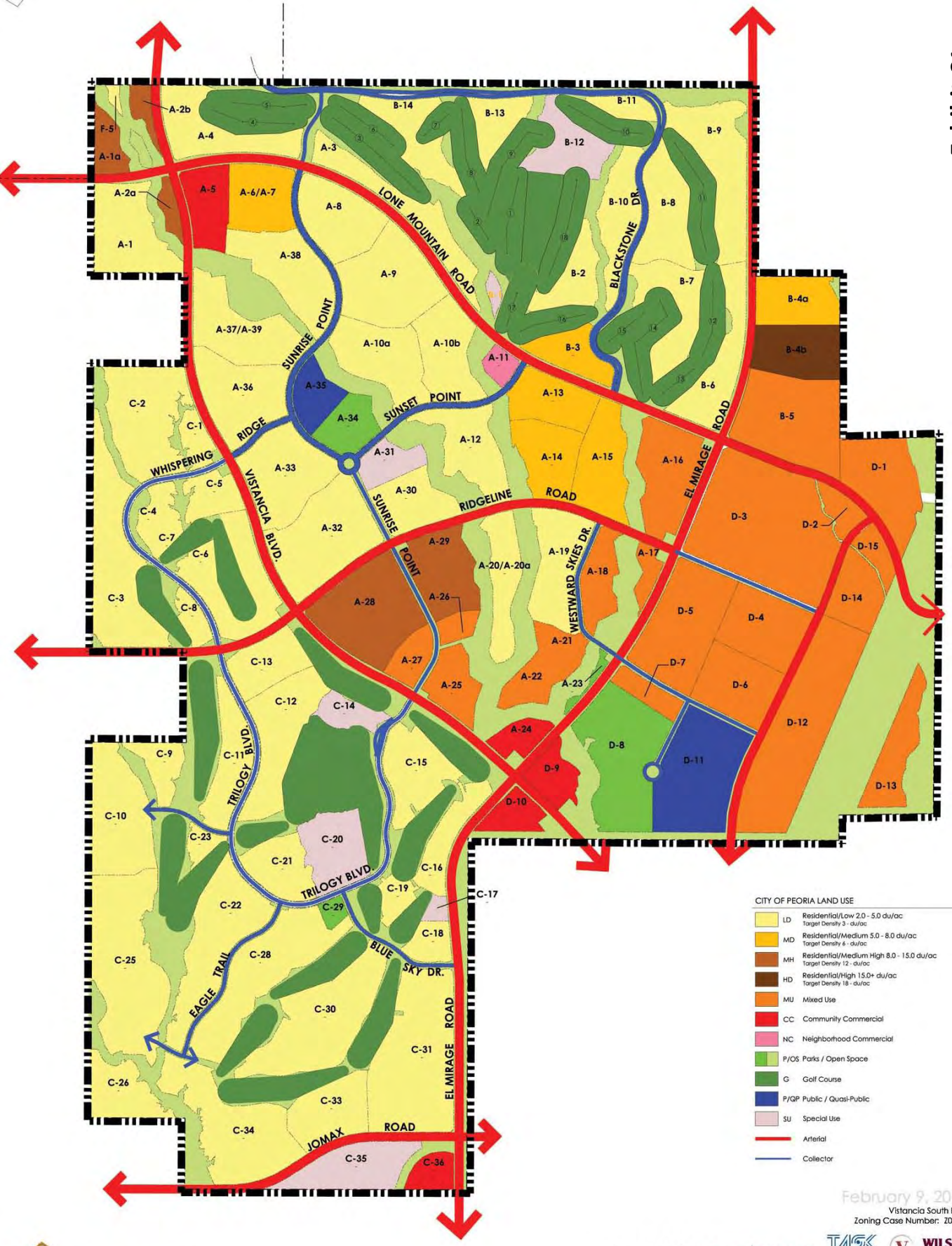
Stanley Consultants INC. TASK ENGINEERING WILSON & COMPANY LVA Urban Design Studio L.L.C.

Figure C-4



February 9, 20
Vistancia South
Zoning Case Number: Z0

Figure A-3

VISTANCIA

GREEY | PICKETT

TAGK ENGINEERING

WILS ENGIN

0' 400' 800' 1200'

VISTANCIA SOUTH
Approved Land Use Plan
City Of Peoria Zoning #Z01-10, Approved October 1st, 2009

GREEY | PICKETT
landscape architecture | community design

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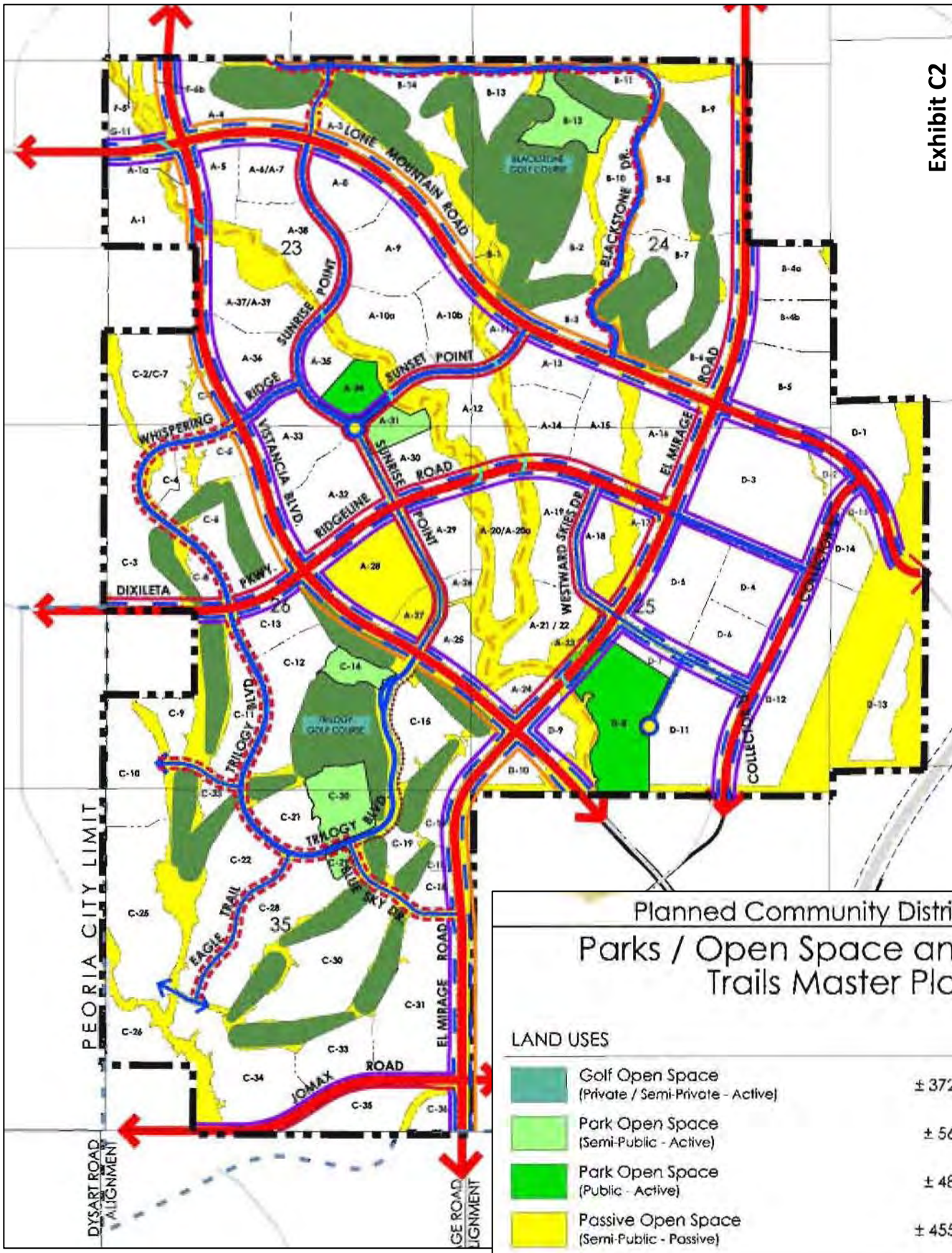
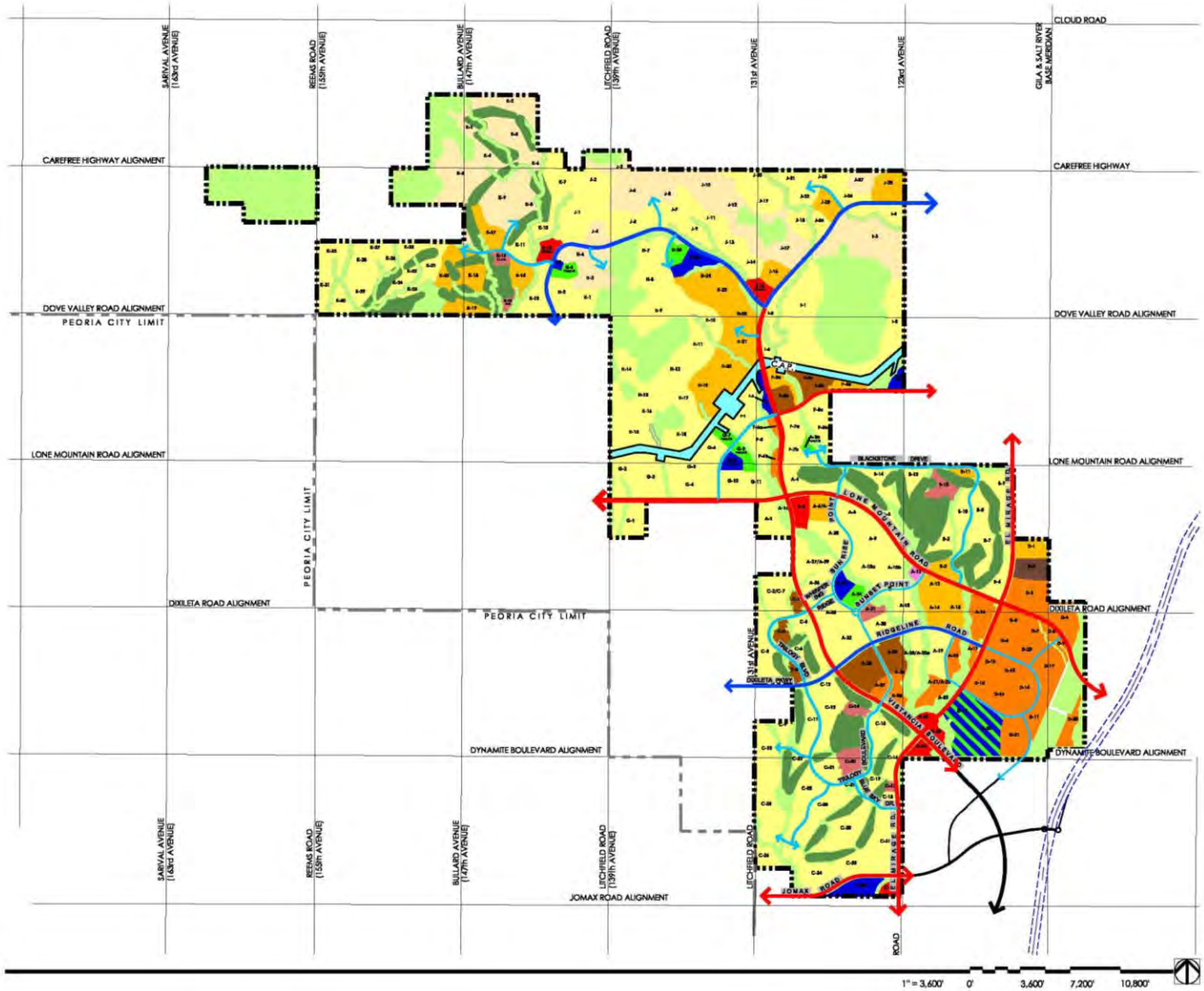
THIS MAP IS FOR CONCEPT PURPOSES ONLY
NOT TO BE USED FOR CONSTRUCTION

Exhibit C2


LONE MOUNTAIN ROAD
BLACKSTONE DR.
SUNRISE POINT
SUNSET POINT
RIDGE
WHISPERING
VISTANCIA BLVD.
SUNRISE POINT
ROAD
RIDGELINE
EL MIRAGE ROAD
WESTWARD SKIES DR
DIXILETA
PKWY.
TRILOGY BLVD
TRILOGY BLVD
BLUE SKY DR
EAGLE TRAIL
EL MIRAGE ROAD
JOMAX ROAD
COLLECTOR
PEORIA CITY LIMIT
DYSART ROAD ALIGNMENT
Planned Community Distri
Parks / Open Space an
Trails Master Pla
LAND USES
Golf Open Space
(Private / Semi-Private - Active)
± 372
Park Open Space
(Semi-Public - Active)
± 56
Park Open Space
(Public - Active)
± 48
Passive Open Space
(Semi-Public - Passive)
± 455
Total
± 933



VISTANCIA

Planned Community District

Land Use Master Plan

LAND USES

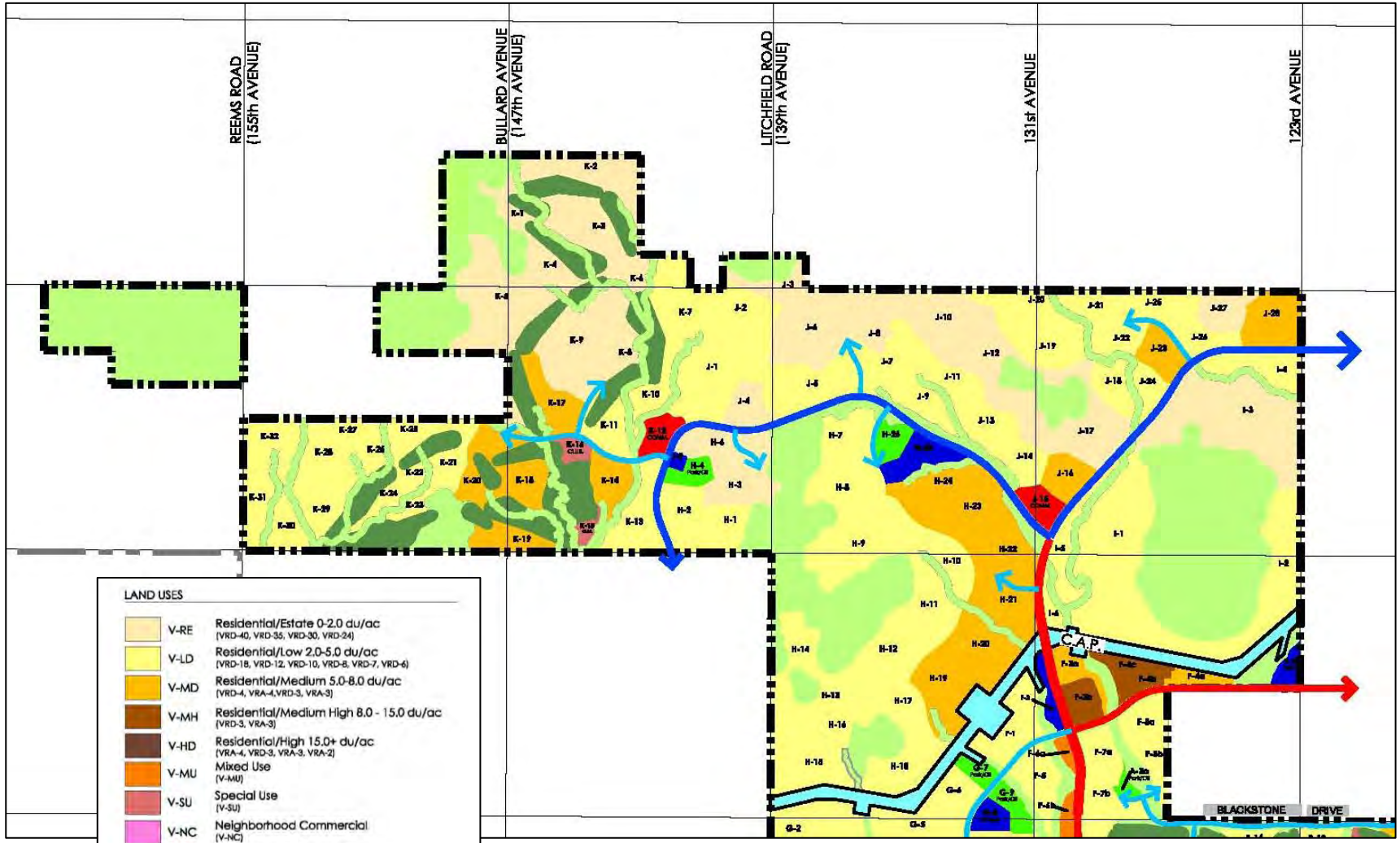
	V-RE	Residential/Estate 0-2.0 du/ac (VRD-40, VRD-35, VRD-30, VRD-24)
	V-LD	Residential/Low 2.0-5.0 du/ac (VRD-18, VRD-12, VRD-10, VRD-8, VRD-7, VRD-6)
	V-MD	Residential/Medium 5.0-8.0 du/ac (VRD-4, VRA-4,VRD-3, VRA-3)
	V-MH	Residential/Medium High 8.0 - 15.0 du/ac (VRD-3, VRA-3)
	V-HD	Residential/High 15.0+ du/ac (VRA-4, VRD-3, VRA-3, VRA-2)
	V-MU	Mixed Use (V-MU)
	V-SU	Special Use (V-SU)
	V-NC	Neighborhood Commercial (V-NC)
	V-CC	Community Commercial (V-CC)
	V-OS/P	Open Space/Park
	V-G	Golf Course
	V-P/QP	Public/Quasi-Public
	V-W	Water (C.A.P.)

Major Arterial
Minor Arterial
Minor Collector

* Routing at Village K Golf is Conceptual.
* Future roadway alignments, parcel boundaries, and village entries are subject to change based on detailed land planning and engineering constraints.

GREEY | PICKETT
February 2012

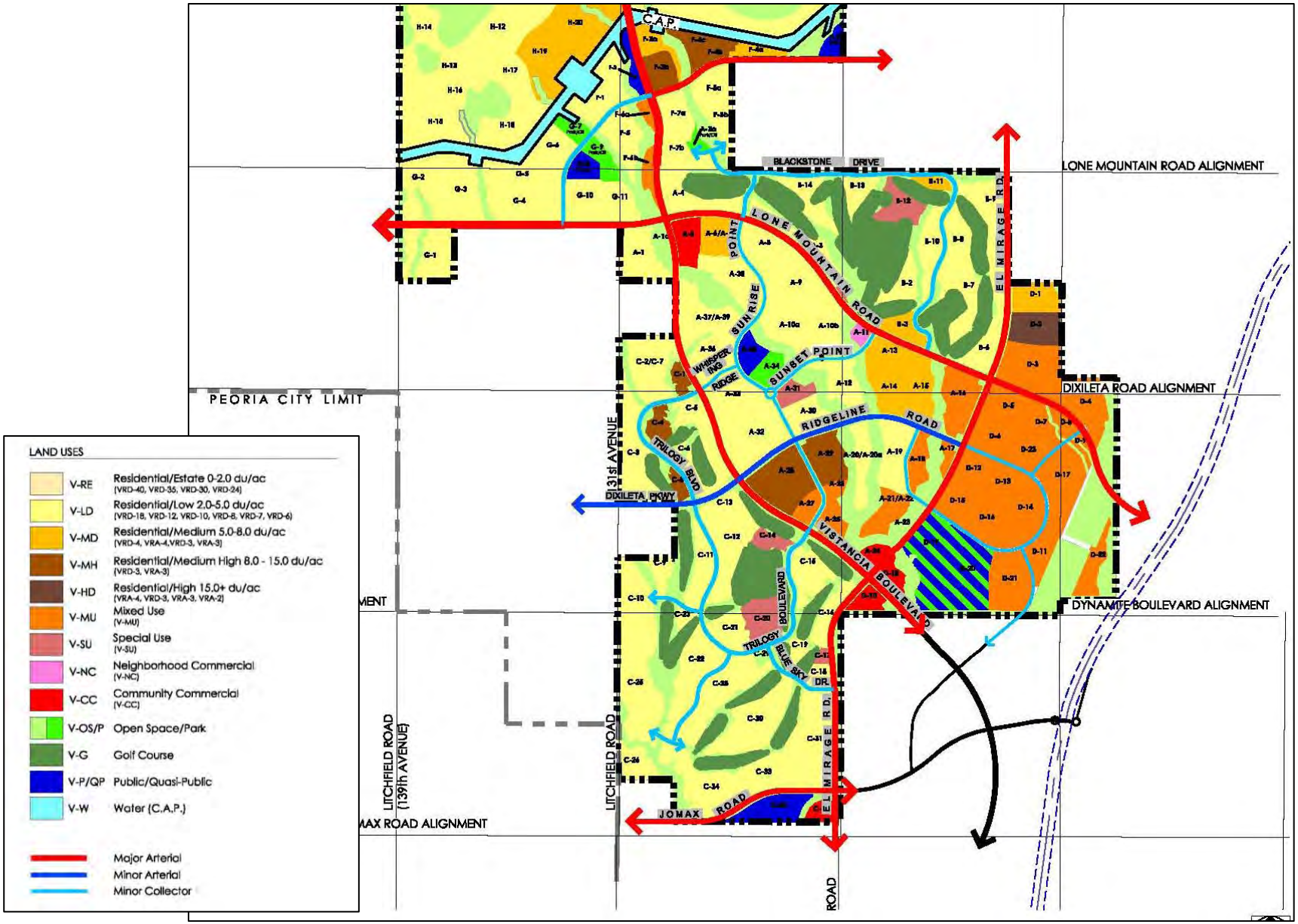
Figure C-3

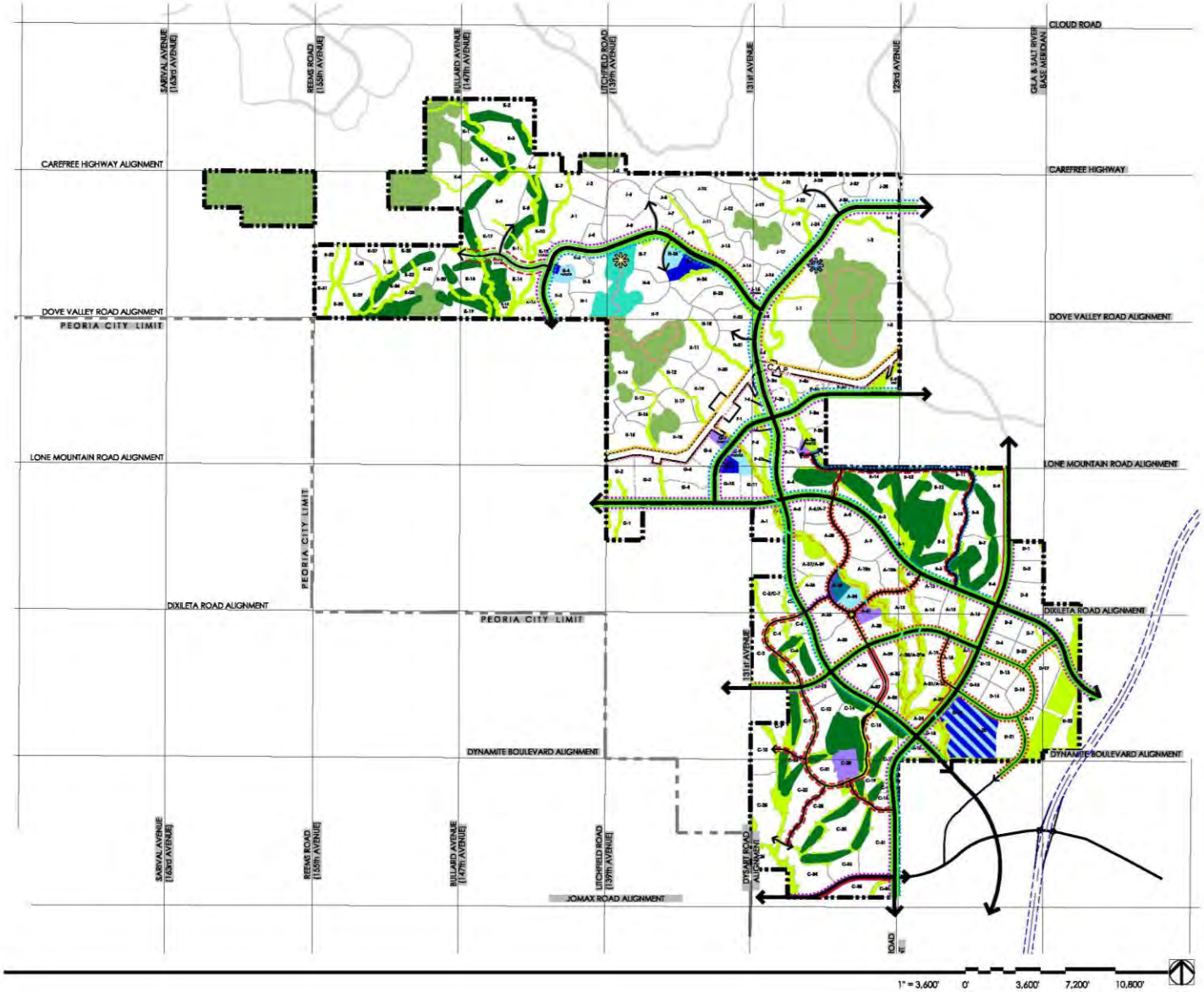


LAND USES

V-RE	Residential/Estate 0-2.0 du/ac	(VRD-40, VRD-35, VRD-30, VRD-24)
V-LD	Residential/Low 2.0-5.0 du/ac	(VRD-18, VRD-12, VRD-10, VRD-8, VRD-7, VRD-6)
V-MD	Residential/Medium 5.0-8.0 du/ac	(VRD-4, VRA-4,VRD-3, VRA-3)
V-MH	Residential/Medium High 8.0 - 15.0 du/ac	(VRD-3, VRA-3)
V-HD	Residential/High 15.0+ du/ac	(VRA-4, VRD-3, VRA-3, VRA-2)
V-MU	Mixed Use	(V-MU)
V-SU	Special Use	(V-SU)
V-NC	Neighborhood Commercial	(V-NC)
V-CC	Community Commercial	(V-CC)
V-OS/P	Open Space/Park	
V-G	Golf Course	
V-P/QP	Public/Quasi-Public	
V-W	Water (C.A.P.)	

Major Arterial
Minor Arterial


C.A.P.
BLACKSTONE DRIVE
LONE MOUNTAIN ROAD ALIGNMENT
LONE MOUNTAIN ROAD
EL MIRAGE RD.
SUNRISE POINT
SUNSET POINT
WHISPERING RIDGE
DIXILETA ROAD ALIGNMENT
PEORIA CITY LIMIT
RIDGELINE ROAD
131st AVENUE
TRILOGY BLVD
DIXILETA PKWY
VISTANCIA BOULEVARD
DYNAMITE BOULEVARD ALIGNMENT
TRILOGY BOULEVARD
BLUE SKY DR.
LITCHFIELD ROAD (139th AVENUE)
LITCHFIELD ROAD
JOMAX ROAD
JOMAX ROAD ALIGNMENT
EL MIRAGE RD.
ROAD
LAND USES
V-RE Residential/Estate 0-2.0 du/ac (VRD-40, VRD-35, VRD-30, VRD-24)
V-LD Residential/Low 2.0-5.0 du/ac (VRD-18, VRD-12, VRD-10, VRD-8, VRD-7, VRD-6)
V-MD Residential/Medium 5.0-8.0 du/ac (VRD-4, VRA-4,VRD-3, VRA-3)
V-MH Residential/Medium High 8.0 - 15.0 du/ac (VRD-3, VRA-3)
V-HD Residential/High 15.0+ du/ac (VRA-4, VRD-3, VRA-3, VRA-2)
V-MU Mixed Use (V-MU)
V-SU Special Use (V-SU)
V-NC Neighborhood Commercial (V-NC)
V-CC Community Commercial (V-CC)
V-OS/P Open Space/Park
V-G Golf Course
V-P/QP Public/Quasi-Public
V-W Water (C.A.P.)
Major Arterial
Minor Arterial
Minor Collector



VISTANCIA

Planned Community District

Parks / Open Space and Trails Master Plan

OPEN SPACE TYPES	Acres
Community Open Space	577.7
Designated Open Space (DOS)	900.0
Golf Open Space	519.6
*Community Park (Preserve / Trailhead)	*61.3
Community Park	41.0
Neighborhood Park	36.3
Private Park / Recreation Center	57.2
Public/Quasi Public (School)	47.7
***Total Acres	+/-2,179.5 Ac.

FACILITIES & USES

- 8' Wide Concrete Sidewalk
- 6' Wide Concrete Sidewalk, Public
- 6' Wide Decomposed Granite Trail
- 5' Sidewalk (Private)
- 5' Sidewalk (Public)
- Bike Lanes (Public)
- Bike Lanes (Private)
- **Public Multi-Use Trail
- **Regional Public Equestrian Trail
- Grade Separated Pedestrian Crossing
- ****Private Trail

*Preserve / Trailhead acreage is included in the Designated Open Space category; therefore, it is not counted twice for the overall total acreage.

**Trail corridor dedicated at Final Plat. Improvements to be completed by others and is not the responsibility of Master Developer or Homebuilders.

***Open space location and acreage is subject to further refinement but will not vary by more than 10%.

****Additional private trails may be located in villages north of the C.A.P.

Programmed Trail Heads
Asphalt Parking Area (±12 Spaces)
Natural Hiking Trail
Turf/Open Play Area
Picnic Ramada w/ Trailhead Kiosk
± 2.5 Acres

Expanded Programmed Trail Head
Asphalt Parking Area (±25 Spaces)
Natural Hiking Trail
Turf/Open Play Area
Picnic Ramada w/ Trailhead Kiosk
± 8.0 Acres

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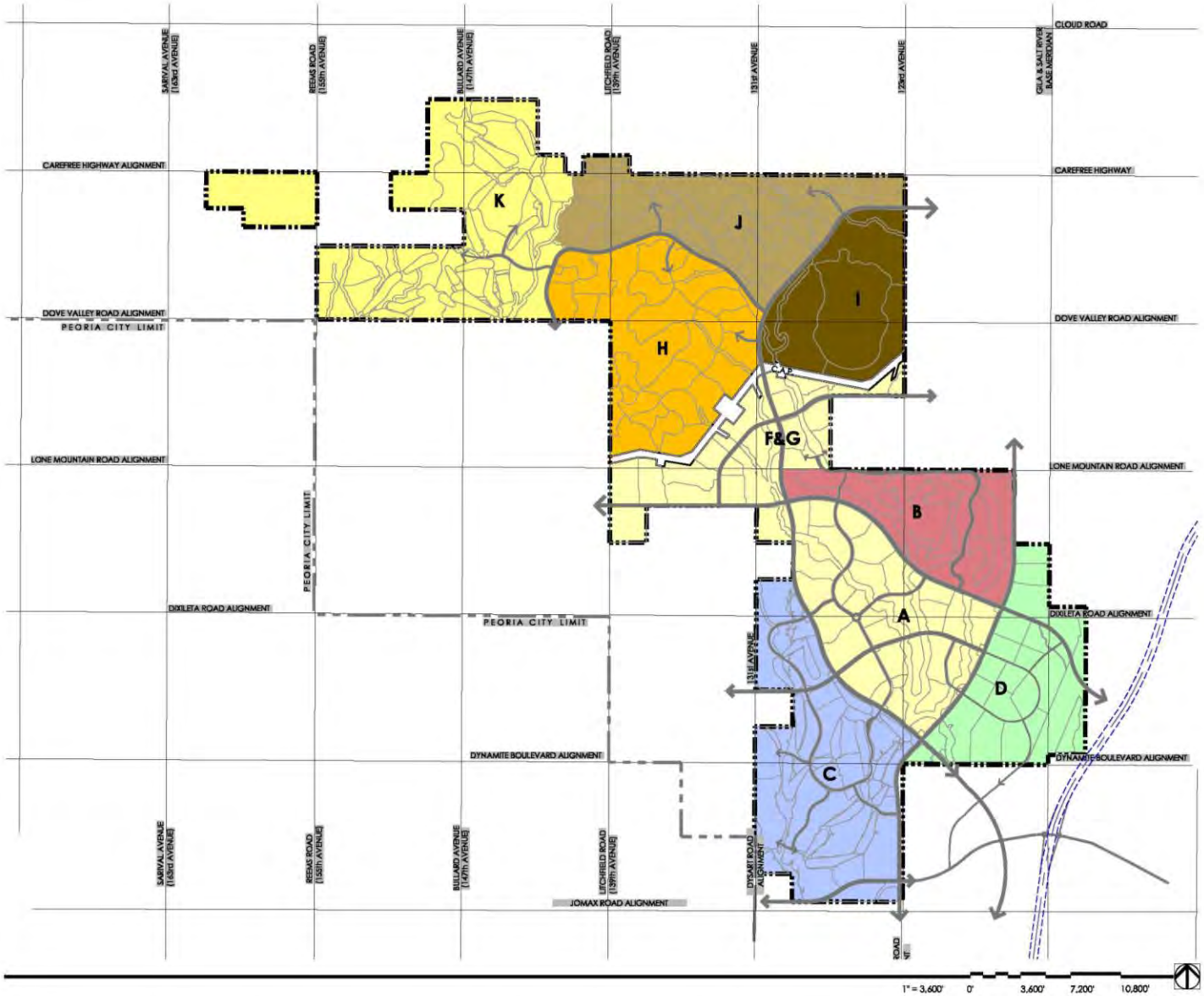
February 2012

Figure C-4



VISTANCIA

Planned Community District

Development Units / Villages

VILLAGES

- Village A, F & G - Mountain Vista
- Village B - Blackstone
- Village C - Trilogy
- Village D - Urban Village
- Village H
- Village I
- Village J
- Village K

NOTES:

* Villages are based on planned development units of the PCD document. Boundaries are shown schematic for graphic clarity.

** Future roadway alignments, parcel boundaries, and village entries are subject to change based on detailed land planning and engineering constraints.

GREEY | PICKETT

February 2012

Figure C-1

Samuel [redacted]
[redacted]
[redacted]

February 29, 2012

Peoria City Council
The City of Peoria
8401 W. Monroe St.
Peoria, Arizona 85345

RE: Case Name: Vistancia North & South Combination, Case Number: Z01-10A. 11

Dear Members of The City Council:

As a residential lot owner in the Vistancia Community, I wanted to briefly make know my thoughts & concerns on the request made by Sunbelt Holdings for a major amendment to the Vistancia South Planned Community Districts and have my comments placed on the record.

My understanding is that the key proposed change to the Vistancia Community, by Sunbelt Holdings, is to lower the overall density of homes at build-out from 15,644 to 10,500 homes. The original Vistancia development agreement with the City of Peoria was approved a decade ago during a time of unbridled housing growth in The Valley. At the time of the agreement, Vistancia was assigned a special taxing district to pay for amenities. With a reduction by one-third fewer homes, this would translate into less of the anticipated sales and property tax revenue planned for at the time of original agreement. In an 11/3/11 Arizona Republic article, Deputy City Manager Susan Daluddung, states that the city's push for economic development in the area **should** make up for fewer residents.

A major concern is that if the economic development does not take place as anticipated, the residential lot owners in Vistancia will more than likely be called upon to make up any short falls in tax revenue.

Additionally, attendees at the recent 2012 Vistancia Village A Community Association Annual Meeting, received information that the 2012 Association Operating Budget has an operating deficiency of approximately $650,000.00 with the shortfall currently being funded by Sunbelt Holdings. So not only do the Vistancia lot owners face the potential for higher property taxes, they may also have to deal with a significant increase in homeowner's maintenance fees paid to the association upon Sunbelt Holdings departure from Vistancia. **I would like for the City Council Members to ask the requesting representatives of Sunbelt Holdings to share the plan in place to reduce the operating budget deficiency to $0.00 prior to their exiting of the Vistancia protect?**

In addition to the operating budget deficiency that the Vistancia lot owners may be left to deal with upon Sunbelt Holdings exit of Vistancia, the coming years will more than likely see a significant spike in needed capital expenditures for replacement cost upkeep to an aging infrastructure.

Thank you for allowing me to share my thoughts & concerns on this matter with the City Council.

Yours truly,

[redacted]

Samuel [redacted]

Three (3) Attachments

RESPONSE RECEIVED TO VISTANDA LOT OWNER QUESTIONS SUBMITTED IN CONJUNCTION WITH THE 2/27/12 ANNUAL MEETING

charged by the square foot but rather the special use assessment was divided equally amount the total number of homes that benefitted from the project.

Question 22 – Who paid for the police presence—3 cars and six officer's, for last year's annual meeting ??? Was it the association hiring off duty policemen or did the City of Peoria pay for them??? , As Ms. Rietmann found it necessary to write an editorial to a newspaper---public knowledge----

Answer – The Association paid for some off-duty police officers though many officers were present as part of their usual and community related duties.

Question 23 – How many lots remain empty ???

Answer – Currently there are 1,038 lots on which homes have not been completed.

Question 24 – what is the schedule for turn over ??

Answer – If transition is meant by "turnover," please see response to Question 19.

Question 25 – Why is there a deficiency in our operating budget for 2012- that requires a subsidy of money in the amount of approx..ly $650,000.00 almost ¾ of a million dollars???? For 2012 Why ??

Answer – During the Declarant control period, a subsidy is required to be paid in the amount equal to the deficiency in the operating budget. It is a very common practice in communities under development, and allows for costs to be born by the Declarant and Developers in addition to homeowners.

Question 26 – There was a deficiency in our operating budget for 2011 –that required a subsidy of money in the amount of approx..ly $800,000.00 ----- Why ??

Answer – Please see the response to Question 25.

Question 27 – There was a deficiency in our operating budget for 2010---that required a subsidy of the money in the amount of approx..'ly $900,000.00 Why ??

Answer – Please see the response to Question 25.

Question 28 – Why is our 3 year operating budgets for ---2010, 2011, 2012, falling short in operating revenue in the amount of over $ 2,500,000.00 million dollars----------Why ??

Answer – Please see the response to Question 25.

Peoria helping to lure major Vistancia employer

Council agrees to provide necessary infrastructure

By Sonu Munshi
The Republic | azcentral.com

Peoria is forging ahead with efforts to attract a major corporate employer to Vistancia, with plans to invest millions of dollars in partnership with the developer of the master-planned community.

The City Council last week agreed to enter a partnership with Sunbelt Holdings, the developer of the north Peoria community. The plan is for the developer to donate 50 acres of land to the city. In return, Peoria would set aside $6.7 million to help build infrastructure to better connect the land for commercial development.

The idea is to land a major employer, in keeping with the council's goal to add high-paying private-sector jobs. The Greater Phoenix Economic Council is promoting the site, which is close to Loop 303 and large enough that it could be used for a corporate headquarters or hospital.

The council's consensus to move forward on the plan was part of a larger presentation on proposed changes to development at Vistancia. The developer is lowering the community's planned number of homes at build-out by about a third.

City Manager Carl Swenson described the city's partnership with Sunbelt Holdings as "mutually beneficial."

A formal agreement is expected to return to council for a formal vote by March.

Promoting development

Councilwoman Cathy Carlat, who represents the area, said the agreement is vital because it would make it easier for companies to invest in the city. She said companies could avoid the complicated process of acquiring state trust land, which is predominant in the area, and instead get ac-

An outdoor room in a model home from Shea Homes at Trilogy at Vistancia. Peoria has agreed to set aside funds for economic development there. MICHAEL MCNAMARA/THE REPUBLIC

> *"The hope and the plan will be that commercial activity would result from the business activity, not just the residential activity."*
>
> **SUSAN DALUDDUNG**
> Peoria deputy city manager

Road and other improvements. Sunbelt would build access roads and sewerlines.

"We're all throwing skin in the game," Whyte noted. "We all benefit from it."

Tweaking Vistancia

Vistancia has been recognized as one of the country's best master-planned communities, with about 4,300 occupied homes

consideration, the high number of homes didn't make sense.

He assured council that future homes would be no different than what already exists, a mix of cluster homes, single-family homes, multifamily homes and custom homes.

The key proposed change is to lower the overall density of homes at build-out from

residents.

"The hope and the plan will be that commercial activity would result from the business activity, not just the residential activity," Daluddung said.

Commercial area

The 50 acres that may be donated to the city is part of a 400-acre planned commercial core on the northeastern corner of El Mirage Road and Vistancia Boulevard.

Developers want to create an urban, pedestrian-friendly commercial area. Parking would be tailored to avoid a sea of parking.

The maximum building heights would increase from 74 feet to up to 120 feet.

Community connection

From a roads standpoint, Engineering Director Andy Granger said the original development agreement had not taken Loop 303, which opened this year, into account.

The developers previously were required to extend Lone Mountain Road from El Mirage Road to Lake Pleasant Parkway. Under the revised plan, Lone Mountain would extend to the freeway to provide another access route to the community. The first two lanes are under construction and are expected to open in May. Eventually, two more lanes would be required based on traffic.

Amenities

Planned amenities, such as parks and a library, would still happen, although the timing or location for some may change.

For instance, the original development agreement stipulated the developer would donate up to 1,175 acres of open space to the city. The revised agreement would not change the acreage, but the timing would be altered to better fit the city's ability to take over that responsibility, city Planning Director Chris Jacques said.

sentation on proposed changes to development at Vistancia. The developer is lowering the community's planned number of homes at build-out by about a third.

City Manager Carl Swenson described the city's partnership with Sunbelt Holdings as "mutually beneficial."

A formal agreement is expected to return to council for a formal vote by March.

Promoting development

Councilwoman Cathy Carlat, who represents the area, said the agreement is vital because it would make it easier for companies to invest in the city. She said companies could avoid the complicated process of acquiring state trust land, which is predominant in the area, and instead get access to easily available land in a well-connected spot.

City officials are trying to leverage the community's proximity to Loop 303 to lure a medical or corporate campus or a university. It's also close to Sun City and Interstate 17.

City Economic Development Director Scott Whyte said having "shovel-ready" property would make it attractive to companies.

If a business prospect comes though, Sunbelt would donate the 50 acres to the city. Peoria would then help extend El Mirage Road to connect to Lone Mountain Road and other improvements. Sunbelt would build access roads and sewerlines.

"We're all throwing skin in the game," Whyte noted. "We all benefit from it."

> *"The hope and the plan will be that commercial activity would result from the business activity, not just the residential activity."*
>
> **SUSAN DALUDDUNG**
> Peoria deputy city manager

Tweaking Vistancia

Vistancia has been recognized as one of the country's best master-planned communities, with about 4,300 occupied homes.

It's also a growth area for the city. Between 2007 and 2010, half of all residential permits pulled in the city were at Vistancia.

The original Vistancia development agreement was approved a decade ago, "during times of unbridled growth," Whyte said.

Today's market reality has forced the city and developer to take another look at that agreement.

Mark Hammons, senior vice president of Sunbelt Holdings, said early plans were "very aggressive," but when taking the market and the land characteristics into consideration, the high number of homes didn't make sense.

He assured council that future homes would be no different than what already exists, a mix of cluster homes, single-family homes, multifamily homes and custom homes.

The key proposed change is to lower the overall density of homes at build-out from 15,644 to 10,500 homes.

City officials said current residents in Vistancia, which has a special taxing district to pay for amenities, would notpay any extra to compensate for fewer homes. The area would still get a similar level of public-safety service as previously planned, officials said.

Councilman Ron Aames asked whether fewer homes would mean less sales and property tax for the city and how that would impact maintenance.

Deputy City Manager Susan Daluddung said the city's push for economic development in the area should make up for fewer

would extend to the freeway to provide another access route to the community. The first two lanes are under construction and are expected to open in May. Eventually, two more lanes would be required based on traffic.

Amenities

Planned amenities, such as parks and a library, would still happen, although the timing or location for some may change.

For instance, the original development agreement stipulated the developer would donate up to 1,175 acres of open space to the city. The revised agreement would not change the acreage, but the timing would be altered to better fit the city's ability to take over that responsibility, city Planning Director Chris Jacques said.

The open space area would include the creation of extensive recreational opportunities through mountainous trail systems, according to a staff document.

A branch public library initially planned near El Mirage and Lone Mountain roads, would instead be built near Southern Vistancia Community Park and a future high-school site. Since the city would have to pay for the library, the revised agreement is expected to stipulate that the city would have to let the developer know before October 2016 whether it intends to use the site for a library or release the developer from the obligation, Jacques said.

Vistancia South and Vistancia North Consolidation
Common Questions and Answers
As of July 11, 2011

Question: How is this related to the Redistricting process within the City of Peoria?

Answer: *This application and the City's Redistricting are unrelated topics. The similar timing of these items is coincidental.*

Question: How will this impact my HOA dues and/or amenity access?

Answer: *There will be no impact on the Vistancia HOAs. These entities and boundaries have been set up without regard to the entitlement boundaries and will not be impacted by removing the entitlement line between Vistancia South and Vistancia North.*

Question: Will the lower unit count impact my utility bills?

Answer: *Utility rates are set for the City as a whole and are based on existing and projected costs for operations and capital projects across the entire City. Rates are not set based on the costs or the customer units in an individual development.*

Question: Will my property taxes increase because of this, what about the CFD?

Answer: *This amendment will have no direct impact on property taxes. Nor is the CFD tax rate impacted by this application (it will remain at $2.10 per $100 in secondary assessed value).*

Question: Will the decrease in entitled unit count inhibit commercial development?

Answer: *The commercial and mixed use land is primarily located near the 303, and as such, expected to develop as a regional center. Relative to the regional access, the few thousand units fewer in entitlements are not expected to make a difference, especially when factoring in the greater per-unit economic impact often generated by a lower density development.*

Question: Where is the additional height going to be located, and how many 120' tall buildings are expected?

Answer: *The increased height overlay is being requested east of El Mirage Road, and maximum heights are allowed as the buildings push back from infrastructure roads. This height is being requested to allow for various users that would likely be interested in the development as the market recovers. There are no users in escrow, so there is no way to determine how many buildings may ultimately be built at the maximum height.*

Question: Does the increased height overlay increase the chance of industrial uses coming in where retail, office, and residential is currently anticipated?

Answer: *No. Although the allowed uses outlined in table D.2 of the PCD are undergoing some cleanup, none of these small adjustments will impact the character of the community.*

Question: The edits to Hillside Development Overlay District and Desert Lands Conservation Overlay are not a part of the PDF document online. When will those details be available for public review?

Answer: *The Developer and City have been working together through these edits for several months, and this piece was not ready to include at time of first submittal (that is online). These documents will be included with second submittal, which is expected to occur (and be posted online) in late August.*

Question: What specifically is being revised in the Hillside Development Overlay District and Desert Lands Conservation Overlay?

Answer: *A significant portion of the revisions being made are updating the existing Vistancia approval to the City's current ordinances. Additionally, greater flexibility is being requested in land contouring and lot sizes at higher slope categories as well as maximum cut/fill heights. The current ordinances, when applied to the Vistancia specific topography, tend to push density to lower slopes and only allow larger structures on slopes. The proposed revisions are accompanied by design guidelines that demand a higher quality of hillside development and provide the tools to make the community more integrated with the open space elements. This will allow flexibility in unit type, better utilize developable areas, and encourage appropriate transitions between the built and natural environment while increasing both usability and connectivity.*

Question: What is the construction status of Lone Mountain Rd to the 303, Vistancia Blvd north of Westland Rd, the Vistancia Bridge over the CAP Canal, and Westland Rd east of Vistancia Blvd? When will El Mirage connect between Vistancia Blvd and Lone Mountain Rd.

Answer: *With the exception of Lone Mountain, the completion of these roads is tied to sale and/or development of the serviced parcels (based on a number of third party and economic conditions beyond the developer's control). The following are the latest preliminary projections:*

- *Lone Mountain connection to 303 opening at the end of March, 2012.*
- *Vistancia Blvd and CAP Bridge crossing resuming/beginning construction in 2013.*
- *Westland Rd east of Vistancia Blvd paving in 2012.*
- *El Mirage between Vistancia Blvd and Lone Mountain beginning construction in 2013.*

Z01-10A.11
Vistancia North and South PCD Consolidation

Letter of Opposition

Exhibit 2

RE: Case Name: Vistancia North & South Combination, Case Number: Z01-10A. 11

March 15, 2012 Prepared Statement Presented by Vistancia Residential Lot Owner ([redacted] N [redacted]th Dr) [redacted]

As part of this Vistancia Zoning Amendment public hearing, the Planning & Zoning Commission may take action to recommend approval of a request from Vistancia South LLC, AKA, Sunbelt Holdings, Inc. to be released from the original Vistancia development agreement made with the City of Peoria.

The key proposed change requested is to lower the overall density of homes at build-out from 15,000+ to 10,000+ homes in Vistancia. As a residential lot owner in Vistancia, I have several concerns about this proposed change and the potential long term impact this change will have on myself as a residential lot owner as well as the other residential lot owners comprising the Vistancia Community.

I am here this evening because I have two requests to make of this Commission:

1. Recommend that City Council hear and take into consideration Vistancia resident concerns brought to the attention of this Commission prior to the Council voting on the Vistancia Zoning Amendment.

2. Recommend that City Council consider hiring a qualified & impartial third party expert to audit construction and maintenance records for the Vistancia Community while also having this third party complete an inspection of the Community infrastructure. Additionally, require Sunbelt Holdings to address any deficiencies identified as a conditional term for any revised agreement entered into between Sunbelt Holdings and The City of Peoria.

My reason for making this request of the Commission is that the coming years will more than likely see a spike in needed capital expenditures for replacement cost upkeep to Vistancia's aging infrastructure. The residential lot owners of Vistancia need to be reassured, that prior to exiting their Vistancia project, Sunbelt Holdings has properly constructed and maintained the infrastructure for the 7,100 acre Community. This audit and inspection is needed to ensure that any existing deficiencies are not later uncovered after Sunbelt Holdings has exited their Vistancia project and therefore left to be corrected by and paid for by either the Vistancia lot owners and/or by the City of Peoria

Thank you for your time and consideration.

ORDINANCE NO 2012-07

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING AND INCREASING THE AREA OF THE EXISTING PLANNED COMMUNITY DISTRICT (PCD) ZONING OF THE VISTANCIA SOUTH PLANNED COMMUNITY DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on March 15, 2012 in zoning case Z 01-10A.11 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for a major amendment to the existing Planned Community District zoning of the subject parcel as described below as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on February 24, 2012; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from Vistancia North and Vistancia South Planned Community District(s) zoning district to the Vistancia Planned Community District (PCD) zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The Development shall comply with the Vistancia Planned Community District (Vistancia PCD) Development Plan & Standards Report, dated February 2012, except as modified herein.
2. The total number of dwelling units for the Vistancia Planned Community shall

not exceed the maximum units permitted within each development village and 10,500 units for the project as a whole as outlined in *Table C.1*. The number of dwelling units shall be tracked by the Developer during the review of each subdivision and/or site plan

3. Within 60 days of City Council adoption, the applicant shall provide to the City three (3) copies of the Vistancia PCD in its final format, which shall include the incorporation of all exceptions to the City's Zoning Ordinance into the appropriate Appendices containing the applicable section(s) of the Zoning Ordinance.
4. The golf course zoning shall be aligned with the adjoining zoning districts.
5. The residential development units shall adhere to Table D.1 Residential Development Standards of the Vistancia PCD.
6. A Wash Corridor Protection Plan, documenting the location of all significant washes on the site, as illustrated in the Vistancia PCD, shall be approved with each applicable preliminary plat or site plan for any development unit. The plan shall identify the relationship between the existing wash corridors, proposed development activity, and all wash protection measures, road crossings, and pedestrian and recreational amenities planned along the wash corridor. All washes shall be protected in accordance with Section 14-22B (Desert Lands Conservation Overlay) of the Zoning Ordinance as modified in the Vistancia PCD document.
7. The City acknowledges that the Developer intends to donate, per the terms of the Amended and Restated Development Agreement, an initial 900 acres of Natural Mountain Preserve to the City of Peoria as depicted in the Vistancia PCD document. Subsequent donations to the City of Peoria shall occur concurrent with the final plat approval for any development unit in which the additional Preserve Area is located or as otherwise determined through the Amended and Restated Development Agreement for Vistancia. A revised boundary survey of the Preserve shall be provided at no cost to the City at the time of donation.
8. The Developer shall site, construct and dedicate all public park sites, as depicted in the Vistancia PCD document, with future sites totaling a minimum of ten (10) useable acres or more, to the City of Peoria for use as Neighborhood Parks. During the platting process of adjacent parcels, the Developer and City shall work together to determine timelines to dedicate land and construct capital facilities for the Neighborhood Parks. Future park sites less than 10 acres shall be private parks and are not subject to dedication to the City. Final park locations shall be subject to the approval of the Community Services Director or designee at the time of Preliminary Plat review and approval. The Developer shall dedicate such lands and construct such facilities as determined by the Community Services Director and as provided for in the Vistancia PCD document and/or the Amended and Restated Development Agreement for Vistancia.
9. An archaeological survey of the subject property shall be conducted, prior to the filing of the first preliminary plat north of the CAP canal, to locate and evaluate cultural resources that might be present. Once the survey is

complete, a report of the results shall be forwarded to the Arizona State Historic Preservation Office and the City's Historic Preservation Officer for review and comment before any ground disturbing activities related to development are initiated. If prehistoric or historic sites are identified within the subject area, it may be necessary to have archaeological testing performed at the sites to evaluate their eligibility for the National or State Register of Historic Places. Further, if Register eligible properties cannot be avoided by project activities, then the Arizona State Historic Preservation Office shall determine if a data recovery (excavation) program is necessary. Should federal permits be required for the project, then any archaeological work performed must meet the Secretary of Interior Standards, and will be subject to the provisions of Section 106 of the National Historic Preservation Act.

10. Not less than 137 acres shall be set aside and donated for neighborhood and community park space.
11. Prior to filing each preliminary plat, north of the CAP Canal, and excluding the Clementine Mine Exemption area as shown in the PCD, the developer will submit a landscaping inventory and salvage plan which identifies and assesses the native trees and cacti within the development parcel, and which determines the preservation/disposition for each of the selected native trees and cacti.
12. All water, wastewater and reclaimed water infrastructure necessary for each plat and site plan shall be constructed in conformance with both the current Utility Master Plans approved by the Public Works-Utilities Director and the Water Appendix (Exhibit G) of the Amended and Restated Development Agreement for Vistancia.
13. The City of Peoria, at its discretion, may place a hold on the approval of preliminary plats, construction documents, final plats, infrastructure permits, and/or building permits to insure that sufficient treatment capacity in the Jomax Water Reclamation Facility and availability of water resources and capacity to the site is available prior to actual demand for such services and resources.
14. All water, wastewater and reclaimed water system infrastructure shall be designed and constructed by the Developer or Vistancia Community Facilities District in accordance with the most current City Water, Sewer and Disposal Code, City's Utility Master Plans, Vistancia Utility Master Plan, and the City's Infrastructure Design Guidelines.
15. The City reserves the right to request that the utility infrastructure be oversized to accommodate development outside the project area. The City shall be responsible to pay for the incremental cost between that which is needed to serve the Vistancia development and the oversizing request.
16. Any or all of the above referenced infrastructure may be located off-site but shall be planned and developed to accommodate this project. All infrastructure and water resources required for this development will be developed and dedicated to the City of Peoria by the Developer at no cost to the City.
17. The Developer is responsible to provide water supplies for the development that will be physically, legally, and continuously available for 100 years. Prior to recording individual plats for the project / property, the Developer must demonstrate that the plat is included in Peoria's most current approved

Designation of Assured Water Supply. The developer shall be responsible to fund the City's acquisition of additional CAP water resources for the project in accordance with the Water Appendix (Exhibit G) of the Amended and Restated Development Agreement for Vistancia.

18. Public water, sewer and reclaimed water lines located outside of right-of-way shall be located in easements dedicated for that use and shall comply with the City's minimum requirements. Easements shall be dedicated at no cost to the City. The City at its own discretion may require such easements for public water and sewer lines to be located within designated roadway cross-sections and or tracts.
19. The City of Peoria, at its discretion, may request that an update / revision to the Utility Master Plan be submitted and approved prior to the approval of individual preliminary plats to ensure the necessary water, wastewater and reclaimed water infrastructure is completed to support the plat and/or development phase.
20. All water for construction purposes, irrigation supplied to golf courses and large common areas, and water used to fill or refill lakes shall be used in a manner that is consistent with the City of Peoria Reclaimed Water Service Ordinance and the rules, regulations and policies of the Arizona Department of Water Resources governing the use of water for turf-related facilities.
21. Improvements shall be consistent with development standards set forth in the City Infrastructure Guide.
22. The developer shall build Lone Mountain Road (outside lanes) from El Mirage Road to the Loop 303 by Spring 2012.
23. The developer shall build Lone Mountain Road (lanes 3 and 4) from El Mirage Road to the Loop 303 interchange. This project shall be initiated when the City has determined the existing level of service has reached "C" (as defined by Table 2.1 of the Northwest Valley Transportation Study Peoria Community Transportation Plan) on Lone Mountain Road east of El Mirage Road. The improvements shall be completed within 24 months after being initiated; unless extended with valid reasoning and receiving support from the City Engineer.
24. The developer shall build El Mirage Road (the half-street) from Jomax Road to Happy Valley Road. This project shall be initiated when the City has determined that the existing level of service has reached "C" (as defined by Table 2.1 of the Northwest Valley Transportation Study Peoria Community Transportation Plan) on Vistancia Boulevard east of El Mirage Road. The improvements shall be completed with a Letter of Acceptance from the City within 36 months of project initiation unless extended with valid reasoning and receiving support from the City Engineer.
25. The developer shall build El Mirage Road (the half-street) from Happy Valley Road to the Loop 303 interchange. This project shall be initiated when the City has determined that the existing level of service has reached "C" (as defined by Table 2.1 of the Northwest Valley Transportation Study Peoria Community Transportation Plan) on El Mirage Road north of Happy Valley Road. The improvements shall be completed with a Letter of Acceptance from the City within 36 months of project initiation unless extended with valid reasoning and receiving support from the City Engineer. If this level of service is not reached

at build out of the Vistancia community, this improvement shall cease to be a developer obligation.

26. The developer shall be responsible for construction of all public and private on–site roadways within the designated Vistancia PCD boundaries. Further, the homeowners association shall be responsible for the maintenance and upkeep of all private roads, washes / wash crossings, roadway median landscaping, landscaping within the public rights-of-way, and of pedestrian, bicycle, and multi-use pathways within or adjacent to public right-of-ways.
27. The Developer shall dedicate the required right-of-way and construct full and half street improvements where necessary to serve this project as determined by the City Engineer or his designee and in accordance with an approved Phasing Plan.
28. The Developer shall provide both on-site and off-site roadway infrastructure to serve this development in accordance with the current, approved Vistancia Traffic Impact Study, subject to the approval of the City Engineer or his designee. The City Engineer or his designee may require the developer to provide an updated Traffic Impact Analysis periodically due to phasing issues as preliminary plats for the development of the PCD are submitted. The developer shall use reasonable efforts to acquire off site rights-of-way as necessary and required by the City of Peoria, consistent with the current, approved Traffic Impact Analysis.
29. At the time of the submittal of the first residential preliminary plat north of the Central Arizona Project Canal, if Vistancia Boulevard provides the only roadway access to the proposed area, the applicant shall prepare and submit a report addressing emergency access to and from the site in the event of a blockage or failure of the Vistancia Boulevard crossing of the Central Arizona Project Canal. The report shall be subject to the approval of the City Engineer, Fire Chief and Police Chief prior to approval of said preliminary plat.
30. A Final Master Traffic Impact Analysis (TIA) prepared in accordance with the City's Traffic Impact Study Criteria shall be approved prior to any preliminary plat, site plan or infrastructure plan submittal for that phase. Additional TIA for each phase of development will be required by the City Engineer to provide recommendations for the interim traffic conditions.
31. A site specific (individual) TIA, or update letter as approved by the City Engineer or designee, shall be submitted with all residential and nonresidential parcels within the development.
32. The right-of-way dedications and roadway sections will be determined based on the City Standards that are in effect at the time of the preliminary plat and/or site plan approval process.
33. The Developer shall submit a noise mitigation study addressing the anticipated truck traffic on the arterial roadways. All walls shall be designed in accordance with the recommendations of the sound study and per the Zoning Ordinance.
34. The Developer shall dedicate ROW on all roadways per the City of Peoria standards in place at the time of the preliminary plat or final plat submittal / approval for all arterials, collectors, and residential roadways within this subdivision.

35. The Developer shall dedicate an additional 10-foot ROW within 500-feet of a major arterial roadway intersection.
36. The Developer shall dedicate an 8' PUE outside of the ROW or private roadway Tract. No walls, or retention or other encumbrances shall be allowed within the PUE without approval from the City Engineer or his designee.
37. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
38. The Developer shall install traffic signal interconnect conduit along all arterials. Plans for the installation of the traffic signal interconnect conduit shall be submitted with the improvement plans. The traffic signal interconnect shall also be shown on the paving plans.
39. This development shall implement the recommendations of the "North Peoria Area Drainage Master Plan 'low-impact' development alternative" for any activity within the floodway fringe or erosion hazard zone that does not significantly alter the natural form and function of the watercourse. The following standards are proposed to quantify the definition of "low impact":
    - Minimal velocity increases:
      The average 10-year velocity in the *channel* or over bank should not change (± 0.0 fps).
      The average 100-year velocity in the *channel* or over bank should not change (increase or decrease) by more than 10 percent or one-foot per second (fps), whichever is less.
    - Minimal water surface elevation increase:
      The 10-year water surface elevation should not change (± 0.0 ft.).
      The 100-year water surface elevation should not increase or decrease by more than 0.1-foot.
    - Minimal disturbance of the main channel:
      No decrease in the full bank width of the main channel.
      No excavation or deepening of the streambed in the main channel.
      No removal of bank vegetation. Where bank vegetation is temporarily disturbed by construction, it should be replaced, monitored for health, and irrigated if required to assure its survival.
      No relocation of the low-flow channel within the floodplain.
    - No offsite impacts:
      No erosion, sedimentation, or flood impacts to adjacent properties without written permission of affected property owners.
      Engineering and geomorphic analysis required to demonstrate no long-term, short-term or 100-year off-site impacts.
      Preservation of natural landscape character and habitat within the floodplain. Alternatives that exceed the standards listed above are not considered low-impact alternatives.
40. In addition to establishing 100-year floodplain limits, erosion hazard zone delineations shall be conducted on all watercourses with drainage areas more than ¼ of a square mile or have a 100-year estimated flow rate of more than 500 cfs. Erosion hazard delineation shall be conducted at a minimum in

conformance with State Standard for Watercourse System Sedimentation Balance (State Standard 5-96) guidelines.

41. A Maintenance Plan shall be developed for all structural type improvements. The Plan will document required maintenance to be provided by the owner/owners of structural type drainage improvements. The Plan shall include the following items as applicable:
    - Type of facility.
    - Owner of facility.
    - Required maintenance activity.
    - Vegetation maintenance.
    - Bank protection maintenance.
    - Grade control maintenance.
    - Removal of debris and sediment from structures.
    - Required permits for maintenance activity.
    - Required inspection/monitoring activity.
    - Schedule for inspection and monitoring activity.
    - Required agency notification.
42. A Phased Drainage Plan must be submitted and approved for each proposed development phase prior to any preliminary plat or site plan approval for that phase. Each approved phased drainage report must be updated at the completion of each phase based on final design conditions. This requirement must be satisfied for each phase prior to submittal of the next construction phase unless specifically permitted by the City Engineer or his designee.
43. The post development flows exiting this project shall not exceed the pre-development peak flow rate and volume generated from the 100-year, 6-hour storm event. This site must demonstrate that the post runoff peak and volume from the 2, 10, 50, and 100 years storm event do not exceed the pre-development values. This will essentially require the use of retention and detention systems within the site.
44. A site specific Drainage Report shall be submitted with each preliminary plat and/or site plan and shall be in conformance with the approved Master Drainage Report and the Master Drainage Plan for that phase of construction.
45. First flush runoff (first 1-inch of rainfall) must be treated prior to discharge to any adjacent drainage way or public drainage system. All first flush treatment system(s) must be outlined and approved by the City of Peoria prior to approval of the preliminary plat.
46. All non-single family residential parcels shall retain 100% of the 100-year, 2-hour storm event. In the event site specific geologic and topographic conditions do not permit compliance with the retention requirement, the developer may request from the City Engineer a waiver from the retention requirement. If approved by the City Engineer, the developer shall design each site to detain 100% of the 100-year, 2-hour storm event with a discharge rate designed to permit the detained volume to drain within36-hours per the City Infrastructure Guide.
47. Street drainage shall conform to the City of Peoria Street Drainage Policy outlined in the City Infrastructure Design Guidelines. Specifically, the street

right-of-way shall be designed to carry a maximum 100-CFS; a stormdrain system is required when that capacity is exceeded with discharge of such a system to an approved facility.

48. The City's Policy is not to permit any crossings that will be designed for less than the 100-year storm capacity and will permit overtopping of such a storm event. However, depending on the location and ownership of such roadway, a waiver may be granted by the City Engineer or his designee. Such a waiver must be requested and approved on a case by case basis.
49. All construction activities within the State of Arizona shall comply with the AZ Pollutant Discharge Elimination System (AZPDES) rules and regulations as a minimum standard in addition to City of Peoria established criteria.
50. All floodplains must be shown on the preliminary and final plats.
51. No structure shall be constructed within the limits of the Federal Emergency Management Agency (FEMA) designated flood plain. Any modification to existing flood plain shall be pre-approved by FEMA through the City of Peoria Site Development Division and the Engineering Department.
52. A Final Drainage Report shall be approved by the City of Peoria for each subdivision plat.
53. One Emergency Response Facility (fire and police) shall be located within Vistancia North as depicted on Figure C-3 and Figure C-6 in the PCD ('Emergency Response Plan'). The station shall be dedicated at the City's discretion and as otherwise specified in the Amended and Restated Development Agreement for Vistancia.
54. Approval of this zoning amendment is not a waiver or amendment by the City of any provision of the Amended and Restated Development Agreement for Vistancia affecting the property. If any provision of this PCD is inconsistent with the Amended and Restated Development Agreement for Vistancia, then the Developer must amend the Agreement prior to implementing the conflicting zoning, or be in breach of the Agreement.
55. The Developer shall provide a library site within the Vistancia property, in a location acceptable to the City of Peoria, subject to the provisions identified within the Amended and Restated Development Agreement for Vistancia.
56. The Developer shall preserve, in their entirety except as necessary to accommodate road and utility crossings, the McMicken, White Peak, and Twin Buttes washes, as identified on Figure B-3 of the PCD. The preservation area is considered an area fifty (50) feet from each side of the "sandy bottom" of said washes. The developer shall be responsible for providing a survey to determine the sandy bottom of said washes prior to or concurrent with each preliminary plat application.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the

time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 1st day of May, 2012.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: May 4, 2012 and May 11, 2012
Effective Date:

EXHIBIT A

LEGAL DESCRIPTION FOR VISTANCIA SOUTH

PARCEL NO. 1:
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA

PARCEL NO. 2:
THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA

PARCEL NO. 3:
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA

PARCEL NO. 4:
THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 5:
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 6:
THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 7:
THE NORTH 1/3RD OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 8:
THE NORTH 1/3RD OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 9:
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 10:
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 11:
THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 12:
THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 44:
LOTS 3 AND 4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

PARCEL NO. 45A:
LOTS 3 AND 4 OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

PARCEL NO. 45B:

LOTS 1 AND 2 OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA;

PARCEL NO. 46:
LOTS 1, 2, 3, AND 4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

PARCEL NO 47A:
THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 47B:
THE WEST HALF; AND THE WEST HALF OF THE EAST HALF OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTHWEST QUARTER OF SAID SECTION 24;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 48A:
THE WEST HALF; AND THE WEST HALF OF THE EAST HALF OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 71.68 FEET OF THE NORTHWEST QUARTER OF SAID SECTION; AND
EXCEPT THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 48B:
THE EAST 71.68 FEET OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

AND

THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT LOTS 1 & 2 OF SAID SECTION 25;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 49:
THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 50:
THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER; LOT 4; AND THE EAST HALF OF LOT 3 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 51A:
THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF; AND THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 51B:

THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF; AND THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 23;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 52:
THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SAID SECTION; AND

EXCEPT THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; AND

EXCEPT THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; AND

EXCEPT THE NORTH 1/3RD OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND

EXCEPT THE NORTH 1/3RD OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 53:
THE EAST HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SAID SECTION;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 54:
THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 55:
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 56:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 57:

LOT 2 AND THE WEST HALF OF LOT 3 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 58:
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION FOR VISTANCIA NORTH

PARCEL 1:
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 3, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 2:
THE SOUTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 3:
THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 4:
THE NORTH HALF OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 5:
THE NORTH HALF OF THE NORTHEAST QUARTER; THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 6:
ALL OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 7:
ALL OF SECTION 10, TOWNSHIP 5 NORTH RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 8:
ALL OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE

AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

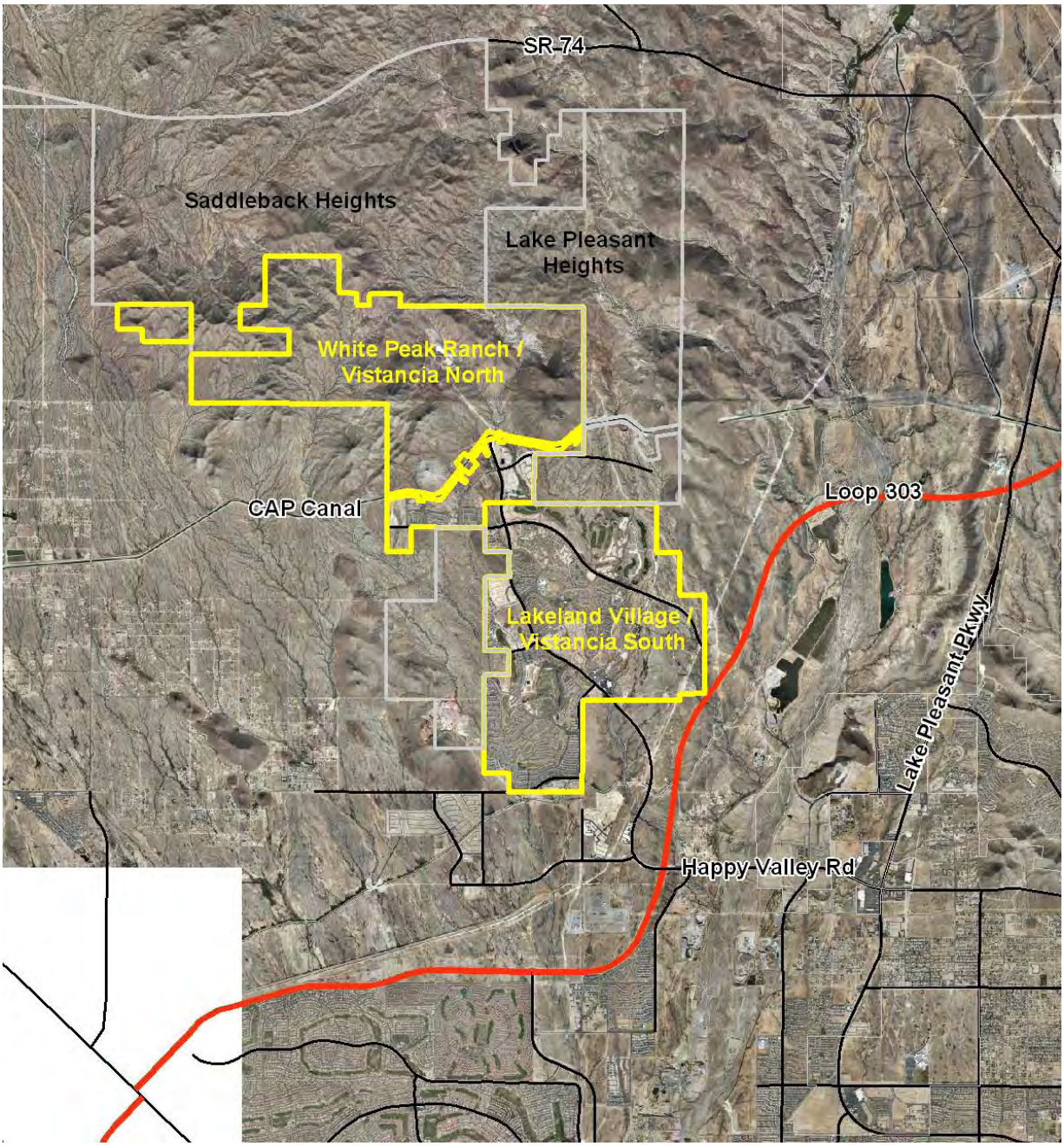
PARCEL 9:
LOTS 1 - 10 INCLUSIVE; THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA.

PARCEL 10:
LOTS 1 - 10 INCLUSIVE; THE NORTH HALF OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER; AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 11:
THE NORTH HALF OF THE NORTH HALF; AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL 12:
THE SOUTHWEST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Exhibit B
Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19R

Date Prepared: March 26, 2012 **Council Meeting Date: May 1, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Amended and Restated Development Agreement for the Vistancia Master Planned Community**

Purpose:

This is a request for the City Council to authorize the City Manager to enter into an Amended and Restated Development Agreement (ARDA) with Vistancia Land Holdings, LLC (land owner). The ARDA will accompany a Major Amendment to the Vistancia Planned Community Development (PCD), and is intended to reframe the requirements, timing and obligations attached to the future development of the community vis-à-vis land use, water resources, transportation, public safety, parks and open space.

Background/Summary:

Current economic conditions affecting the nation, state and region have profoundly altered the development reality during this great recession, and will shape the emergence and market conditions upon recovery out of the 2008 economic downturn. The tremendous growth and rate of development experienced prior to the recession, during which the original development agreement was approved, has slowed to historic lows. The economic reality of the pre-recessionary period is gone, replaced with a market still producing foreclosed homes, a high level of unsold housing inventory, steep reductions in land value, an equally alarming reduction in home values, constricting financial markets, low consumer confidence, the lowest level of new housing starts in years, and record unemployment. These conditions have profoundly altered the economic reality of the original development program for Vistancia, thereby warranting a new view. Reductions in the total number of residential units to be built as proposed by the land owner, and corresponding reductions in the impact of such development upon the community and City have caused a re-examination of the original development agreement requirements and assumptions.

With this in mind, a working group of City departments, including Economic Development Services, Planning, Engineering, Budget, City Attorney's Office, and Public Works have been working with Land Owner to modify the new development program to more closely align with

the existing and probable future economic reality, and to also adjust the required community improvements to be in alignment with actual impacts resulting from a reduction in development. The model used for amending the development agreement was based on a reduction in the original land use density (number of dwelling units that can be built) and to analyze actual impacts to roads, water resources, recreation and open space, as well as public safety based on the reduced land use density. Additionally, we have taken into account the current built environment, such as the operation of Loop 303 which was not taken into account for traffic impact purposes at the time the original development agreement was approved.

In summary, the approach and methodology for amending the development agreemet is based on the following:

- Nearly 40% reduction in the original land use density to a maximum of 10,500 units to be built;
- Recognition of the Loop 303 as a major transportation corridor that was not contemplated in the original traffic impact analysis, thus requiring additional off-site road improvements in the existing development agreement that are now not warranted or justified; and
- Focus of the required improvements (roads and water infrastructure specifically) tied to impacts based on a substantially reduced land use density.

Below is a summary of modifications by subject area for the ARDA (see Exhibit 1).

Planning and Land Use Densities:

Proposed changes to the existing land use density includes: (1) combining the existing Vistancia North and Vistancia South Planned Community Development (PCD) land use densities into a single Vistancia PCD covering 7,104 gross acres or 11.1 square miles; (2) reduction in the overall maximum residential unit count from 15,644 units to a maximum of 10,500 units (40% reduction); -- Please note that the original development agreement land use density of 17,334 was reduced to 15,644 units in 2006 as part of a Major PCD Amendment; (3) Reduction in the overall gross density from 2.2 units per acre to 1.5 units per acre; (4) open space dedication timing tied to when infrastructure is available to provide public access or within 180 days of the City's written request for such dedication; and (5) targeted amendments to the PCD regarding hillside standards and 'Village D' development standards (e.g. land uses, building height, setbacks).

Transportation:

When the City and Land Owner entered into the original development agreement for Vistancia in 2001, traffic studies indicated the need to build several off-site roadway improvements for access including Lone Mountain Parkway from El Mirage Road to Lake Pleasant Parkway.

These roadway stipulations were based on the regional traffic projections, build-out of Vistancia to approximately 17,334 residential dwelling units, and commercial development in the Vistancia commercial core. At the time the original agreement was developed, the Arizona Department of Transportation was in the planning stages for Loop 303. There were several alternative routes that were being considered, and funding was not in place for construction. As such, the Land Owner could not rely on Loop 303 for transportation access.

Today, the Loop 303 has been constructed adjacent to Vistancia, and the Land Owner is proposing to significantly reduce the total amount of residential dwelling units to approximately 10,500, as well traffic projections have significantly changed for the region.

Because of these factors, the City has worked with the Land Owner to modify their roadway stipulations to better address the traffic impacts from the modified Vistancia development and align certain roadway improvement requirements with traffic volume level of service criteria.

Water Resources and Infrastructure:

The original potable and non-potable water demand for the development (17,334 residential dwelling units plus the commercial area) totaled 12,413 acre-feet per year (AF/yr). Proposed water sources included recovered groundwater, along with renewable water supplies consisting of Central Arizona Project (CAP), recharge credits and reclaimed water. Vistancia was also required to provide the additional water resources needed for build-out. To access these water supplies, Vistancia was responsible to purchase capacity in the Agua Fria Recharge Project, construct a well field (to recover recharged water), a surface water treatment plant (Twin Buttes WTP) and a wastewater treatment plant (Jomax WRF) to supply the reclaimed water system.

The revised PCD will lower the overall land use densities for the property to 10,500 residential dwelling units plus the commercial area. The reduced land use densities in turn lowered the total water demand from 12,413 AF/yr to 7,823 AF/yr. A large portion of the reduction in overall water demand was in the CAP water need, which lowered from 2,300 AF/yr to 881 AF/yr.

As the need for treated CAP water was less than one (1) million gallon per year, it was not practical to construct the Twin Buttes WTP at such a small scale. The solution is for Land Owner to construct a waterline across the Lone Mountain Parkway alignment and make a payment of one million dollars to the City for future treatment capacity. Land Owner will also make improvements to two existing water booster stations located in the City's existing water system to provide a redundant water supply for the development.

Land Owner will be required to continue to expand the Jomax Water Reclamation Facility to meet the wastewater treatment requirements of the development at the new densities.

Parks, Open Space and Libraries:

The original development agreement contemplated that the owner would donate approximately 1,175 acres of open space, dedicate two community parks, and six neighborhood parks, as well as reserve a site, up to 15 years, for a future library. These elements remain part of the restated agreement, with some minor modifications.

The timing for the dedication of the initial 900 acres of open space was originally stipulated to occur prior to the approval of the first preliminary plat north of the CAP. This timing requirement has been changed to better align the open space dedication with the city's ability to ensure public access to the open space sites.

The original development agreement required the dedication of two community and six neighborhood parks to support the original land use density. In 2006, the Land Owner made a major amendment to their PCD and land use densities, thus reducing the requirement for city owned neighborhood parks from six to three. In addition to the city-owned facilities, the owner has constructed two additional private recreation facilities for use by the community. The restated agreement removes specific references to the number of parks and instead refers to the most recently approved development plan and program.

Lastly, the original agreement contemplated a need for a future branch library to be located in the general area of Lone Mountain Road and El Mirage Road. This site was to be held in reservation for 15 years from the date of the agreement. The restated agreement changes the location to the general area of the Southern Vistancia Community Park and future High School site. The agreement also stipulates that on or before October, 31, 2016 the city will request in writing the formal dedication of the library site or release the Land Owner from any obligation to reserve the site.

In light of certain roadways no longer being warranted by virtue of the revised development program, such as Lone Mountain Parkway from Loop 303 eastward to Lake Pleasant Parkway, and in light of a reassessment of the recreation and open space needs for Northern Peoria, as well as capital funding availability for such community facilities as Community Park Number 3, staff will discuss with Council at a future date the best options available.

Public Safety:

The original development agreement contemplated up to three permanent future fire stations, with an option to make one site a joint police/fire station. The Land Owner was responsible for providing an interim fire station, constructing and dedicating the first fire station, as well as covering the cost of staffing the station based on a cost share formula until the project reached 6,600 dwelling units. The agreement also required the Land Owner to pay for the cost of up to six police officers and three police vehicles until the occupancy of 1,501 dwelling units, as well as costs associated with additional police presence during construction.

To date, the owner has met all of the current obligations regarding public safety. The unit threshold for police operating costs was fully met as of July 1, 2006. In 2008, the Land Owner dedicated Vistancia Fire Station #196 to the city. In addition, the owner has continued to pay their proportionate share of the cost to operate the fire station.

In 2006, the Land Owner amended their development plan and changed the number of public safety sites from three to two. As such, the restated agreement refers to one future public safety facility and removes any plural references. The agreement does not make any changes to the cost share formula; however, it does clarify that the City would be responsible for the construction and operation of the future public safety site, as well as how the city requests and the Land Owner dedicates the future site.

Economic Development:

The Vistancia Commercial Core represents the City's best opportunity to initialize commercial and industrial, employment generating uses along the Loop 303 corridor. This is due to the following reasons:

- The land is privately owned, as opposed to the vast majority of land in Northern Peoria being owned by the State;
- Infrastructure and utilities are in place, with far less extension needed to make commercial and industrial sites shovel ready, as compared to any other area in Northern Peoria;
- Land Owner is a strong partner with the City towards economic development and motivated to create public/private partnerships to energize the commercial core for commercial, industrial, university, medical, corporate head quarter, and other targeted industries; and
- The corporate campus model that is being pursued through a public/private partnership with the City, Land Owner, and GPEC will in the near future position the City's Loop 303 corridor as an employment generating area.

As part of the shared interest between the City and Land Owner in economically developing the Vistancia Commercial Core, both parties realize and recognize that each needs to be a part of the efforts to initialize the area through the extension of infrastructure and utilities to make this unique opportunity "shovel ready" for build-to-suit opportunities. To that end, the following partnership is proposed as part of the ARDA:

- City to allocate $6.7 million for the development of backbone infrastructure to open the commercial core to economic development opportunities (extend El Mirage Road from its current terminus at the Safeway Center to Lone Mountain Parkway, along with needed infrastructure to enable the full development of the commercial core). See Exhibit 8 for a concept map of the development potential of the commercial core; and

- Land Owner will construct all access roads, an off-site sewer line known as the State Land Section 36 sewer line or equivalent sewer solution as approved by the City, as well as utility and infrastructure extensions from El Mirage Road to each end user's designated property line; and

- Land Owner will donate to the City, or a targeted end user directly with the City' prior written approval, up to 50 acres of buildable land in the Vistancia Commercial Core in furtherance of targeted economic development initiatives, such as university attraction, hospital campus development, corporate campus build out, corporate head quarter operations, clean technology, bioscience initiatives, etc.

Through this partnership the infrastructure and land needed to adequately compete for the targeted end users and industries that both parties desire will be provided on equal footing. Additionally, both parties are partnering with GPEC to market the commercial core.

The $6.7 million in City funding allocation for the backbone infrastructure mentioned above would be proposed for expenditure only after a full analysis of infrastructure and utility needs are identified and budgeted, as well as a targeted end user is identified to the satisfaction of the City Council. Without being considered shovel ready, meaning a predetermined program, schedule and financing ability to bring needed infrastructure and utility extension to a site within the quickest time frame possible, we will be disadvantaged in being selected for build-to-suit opportunities; speed to market is a major consideration with business locates.

Previous Actions:

The Vistancia Development Agreement was approved by the City Council in 2001 in conjunction with the approval of the Vistancia South PCD (formerly *Lakeland Village*) and the Vistancia North PCD (formerly *White Peak Ranch*). Although both PCD's have been through subsequent amendments, the Development Agreement has remained unchanged. The most notable PCD

amendment (and only 'Major Amendment') occurred in 2006 when the land use density for Vistancia North PCD was reduced from 7,978 units to 6,288 units.

On November 1, 2011 staff presented a comprehensive amendment to the original Vistancia Development Agreement during a Council study session.

Options:

A: Authorize the City Manager to sign this amended and restated Vistancia Development Agreement and the provisions contained within and attached hereto; or

B: Reject this amended and restated agreement.

Staff's Recommendation:

Authorize the City Manager to sign the amended and restated Vistancia Development Agreement with Vistancia Land Holdings, LLC.

Fiscal Analysis:
There is a $6,700,000 fiscal impact to the City associated with the Vistancia Development Agreement, to be used for infrastructure backbone development which is necessary and useful to open the Vistancia Commercial Core to economic development opportunities. The City funding allocation for the backbone infrastructure may be expended only after a full analysis of infrastructure and utility needs is performed and budgeted, as well as a targeted end user is identified to the satisfaction of the City. The targeted end user's project must be "shovel ready," which means that a predetermined program, schedule and financing ability exists to bring needed infrastructure and utility extension to a site within the quickest time frame possible.

The $6.7 million is reserved in the Capital Improvement Project Vistancia Commercial Core Backbone Infrastructure (project # ED00009) in fiscal years 2014 and 2015.

Exhibit 1: Amended and Restated Development Agreement for Vistancia

RETURN TO:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR VISTANCIA IN PEORIA, ARIZONA

This First Amended and Restated Development Agreement ("Agreement") is entered into as of the ___ day of _____, 2012 ("Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation ("City"), and VISTANCIA LAND HOLDINGS L.L.C., a Delaware limited liability company ("Company"), who is under common control with Vistancia North, LLC, a Delaware limited liability company, Vistancia South, LLC, a Delaware limited liability company, Vistancia 150 Commercial, LLC, a Delaware limited liability company, and Vistancia 580 Commercial, LLC, a Delaware limited liability company, respectively (collectively, "Owners"), as successors to VISTANCIA, L.L.C., a Delaware limited liability company (formerly known as Shea Sunbelt Pleasant Point, L.L.C., a Delaware limited liability company ("Shea Sunbelt")). The City and Company may be referred to herein individually as a "Party" or collectively as the "Parties.

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City or outside its incorporated area.

B. On October 22, 2001, the City and the Company's predecessor, Shea Sunbelt, entered into that certain Development and Annexation Agreement White Peak Ranch and Lakeland Village (LCON14601), recorded on October 24, 2001 in the Maricopa County Recorder's Office as document number 2001-0986718, which was thereafter amended by that certain First Amendment (LCON14601A), recorded on April 22, 2005 in the Maricopa County Recorder's Office as document number 2005-0524713 (collectively referred to as the "Original Agreement") regarding the annexation and development of certain real property, now located inside the City, described therein and commonly known as "Vistancia North" and "Vistancia South", respectively (collectively referred to as "Vistancia Property"). Thereafter, as of August 31, 2009, the rights and obligations of the Owner were assigned to and assumed by the Company pursuant and subject to that certain Assignment of Development and Annexation Agreement, recorded on March 19, 2010 in the Maricopa County Recorder's Office as document number 2010-0229901. The Parties acknowledge that the Vistancia Property was fully annexed in accordance with the terms of the Original Agreement.

C. On October 2, 2001, the Peoria City Council approved Ordinance 01-161, which amended the zoning for Vistancia North from Suburban Ranch (SR-43) to Planned Community Development (PCD), in zoning case Z 00-12. The Vistancia North PCD has been thereafter amended as follows: (1) Z 00-12A.1 (minor boundary adjustments to match Vistancia South PCD; approved March 30, 2004); (2) Z 00-12A.2 (minor adjustments to development standards, circulation plan, and open space; approved November 24, 2004); (3) Z 00-12A.3 (major amendment; density reduced to 6,288 units from 7,978, one golf course eliminated, one K-8 school eliminated, one police/fire station eliminated, and community park expanded; approved June 6, 2005 by Ordinance 06-13); and (4) Z 01-10A.11 (combining Vistancia North PCD and Vistancia South PCD, overall density reduced to 10,500 units from 15,644, increase in allowable height in mixed-use parcels east of El Mirage Road and modifications to Hillside Developer Overlay and Desert Lands Conservation Ordinance).

D. On October 2, 2001, the Peoria City Council approved Ordinance 01-159 which set the initial zoning for Vistancia South as PCD in zoning case Z-01-10. The Vistancia South PCD has been thereafter amended as follows: (1) Z-01-10A.1 (major amendment; Ordinance 01-160 approved 10-02-01); (2) Z-01-10A.2 (minor amendment; approved May 16, 2002; parcel changes, added Village C as “active adult”, adjusted Village C development standards); (3) Z-01-10A.3 (minor amendment; approved February 2, 2004; converted Maricopa County zoning/standards to more closely match Peoria zoning/standards); (4) Z-01-10A.4 (minor amendment; approved September 16, 2004; adjusted wall heights and setbacks Parcels A-38 and A-2a); (5) Z-01-10A.5 (minor amendment; approved March 1, 2005; added temporary golf clubhouse parking requirements); (6) Z-01-10A.6 (major amendment; Ordinance 05-24 approved April 5, 2005; revises water stipulations to match Reclaimed Water Service Ordinance); (7) Z-01-10A.7 (minor amendment; approved October 17, 2005; revised Parcels C-1, C-4, and C-8 from Low to Med-High Density; minor landscape adjustments; (8) Z-01-10A.8 (major amendment- retracted and reorganized Village D); (9) Z-01-10A.9 (minor amendment; approved September 6, 2007; approval of signage for Parcels A-24, D-9, and D-10); (10) Z01-10A.10 (minor amendment; approved February 9, 2010; return Parcels C-1, C-4, and C-8 to low density; minor clean up of tables); and (11) Z 01-10A.11 (combining Vistancia North PCD and Vistancia South PCD, overall density reduced to 10,500 units from 15,644, increase in allowable height in mixed-use parcels east of El Mirage Road and modifications to Hillside Developer Overlay and Desert Lands Conservation Ordinance).

E. The Original Agreement was entered and the Parties are entering into this Agreement, in part, to facilitate the implementation of the "Master Plans", as defined in the Original Agreement and inclusive of the zoning actions referenced in Recitals C and D, consistent with the City's General Plan (the “General Plan”) and the City's Zoning Ordinance (the “Zoning Ordinance”). Additionally, the Parties expressly acknowledge and agree that the Master Plans are consistent with the portions of the General Plan applicable to the Property on the date of the Original Agreement and the date hereof and that there are no features of the Master Plans, including, without

limitation, the intensity of development and range of land uses proposed therein, that cannot be accommodated within the scope of the General Plan.

F. The Master Plans contemplate the development of the Vistancia Property in phases. The City acknowledges the completion of construction of the Phase I infrastructure, as depicted in the Master Plans. The Owners own the remaining undeveloped portion of the Vistancia Property legally described in ***Exhibit A*** (collectively referred to as the "Property"), which it is anticipated, consistent with the Original Agreement, will be fully developed by October, 2026, subject to economic and market conditions.

G. Consistent with the Original Agreement, the Parties desire and intend that the Company will have the ability to direct the timing and phasing of the public infrastructure improvements on the Property to correspond with the actual development of the Property and in accordance with the phasing in the Master Plans.

H. Consistent with the Original Agreement, the Parties acknowledge that they will approach the infrastructure obligations being imposed upon the Company as a whole and the Company will be required to pay its proportionate share of the overall costs of development.

I. Consistent with the Original Agreement, the Parties acknowledge that the development of the Property pursuant to the Master Plans and this Agreement will result in promoting community benefits to the City and otherwise improving or enhancing the economic welfare of its residents by: (1) promoting economic development; (2) improving the City's tax base; (3) providing for increased employment opportunities; and (4) encouraging public use via unique undisturbed, natural open space.

J. Consistent with the Original Agreement, the Parties also acknowledge that this Agreement will result in significant benefits to the Company by providing assurances to the Company that it, or its successors, will have the ability to develop the Property in accordance with the General Plan and the Master Plans, and with the cooperation of the City, with any special taxing district and/or community facilities district created pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the Parties hereto amend and restate the Original Agreement, in its entirety, as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. Incorporation of Exhibits and Certain Public Documents.

2.1 The following documents, either referred to in the Original Agreement or newly added, are attached hereto and made a part of this Agreement by this reference:

Exhibit	Description
A	Legal Description of Property
B	[INTENTIONALLY DELETED]
C	Water Appendix [amended as part of this Agreement]
D	Fire Services Operating Cost Sharing Formula
E	Map of Infrastructure Construction Areas from El Mirage Road to Each Vistancia Commercial Core Development Parcel
F	Map of the Benefited Off-Site Properties/Areas (with reference to Paragraph 21.2)

2.2 The following public documents, referred to in the Original Agreement or newly amended, are incorporated herein by reference:

2.2.1 Peoria City Council Minutes, for Case No. GPA-00-02

2,2,2 County-Approved Conditions for Lakeland Village

2.2.3 Peoria City Council Minutes, for Case No. GPA-00-01

2.2.4 Peoria City Council Minutes, for Case No. Z-00-12, the Equivalency Zoning Case No. Z-01-10 for Lakeland Village, and the Lakeland Village Stipulation Modification Case No. Z 01-10A.1, for Case No. Z 01-10A.11

3 City Council Action Requirement. The Parties acknowledge that, notwithstanding any language of this Agreement or any subsequent additional documents, no act, requirement, payment, or other agreed upon action to be done or performed by the City which would, under any federal, state, or city constitution, statute,

charter provision, ordinance, or regulation, require formal action, approval, or concurrence by the City Council, will be required to be done or performed by the City unless and until said formal City Council action has been taken and completed. This Agreement in no way acquiesces to or obligates the City to perform a future legislative act.

4. Municipal Services. The City will cause municipal services to be provided to the Property and the occupants thereof. Such municipal services will be comparable to other landowners and occupants of the City that are similarly situated, if any. There may be a period of time that these municipal services will fall under those services provided to landowners and occupants of the City in rural areas, due to the nature, stage, location of the development and timing of construction of certain infrastructure improvements by the Company and the timing of a sufficient amount of impact fees to provide such services. These services include, without limitation, police, fire and other emergency services, water and sewer service, waste collection and disposal, and other services typically provided by municipalities; provided, however, that provision of certain of those services is contingent upon construction of certain infrastructure improvements by the Company as provided herein.

5. Implementation of the Master Plans through the Planned Community District (PCD) Zoning. The Vistancia South PCD and the Vistancia North PCD are referred to herein as the "PCD Zoning". The PCD Zoning and any successive amendments thereto are intended to implement and facilitate the development proposal for the Property described in the Master Plans. The Master Plans include the master planning necessary for the entire Property, including but not limited to, master plans for circulation, drainage, wastewater and water covering the entire Property.

6. Changes to the PCD Zoning. For the duration of this Agreement, the City will not initiate any changes or amendments to the PCD Zoning, except at the request of the owner of the portion of the Property for which such change or amendment is sought. Any changes or amendments to the PCD Zoning will be processed in the manner set forth in the Zoning Ordinance for amendments. If such change is inconsistent with the provisions of this Agreement, such change will not be processed until an application is filed by the Company or the City to amend this Agreement pursuant to Paragraph 27 whereupon such change or amendment to the PCD Zoning will become effective only upon the requisite City approvals and the effective date of such amendment to this Agreement which incorporates the change. Nothing set forth in this Paragraph will be deemed to require or obligate the City to approve changes or amendments to the PCD Zoning after the Effective Date of this Agreement.

7. Reliance on Ordinances. To allow Company to rely upon the continued validity of the provisions of the City's Zoning Ordinance in effect on the date of approval by the City of the first preliminary subdivision plat (Parcel C15 6/12/03), the City will, for a period of 15 years thereafter, take no action that would result in subjecting the Property to a change in the provisions of the Zoning Ordinance or to any rules,

regulations or policies implementing or interpreting the Zoning Ordinance, except as expressly provided for in this Agreement, if such change would affect, in any material way, Company's ability to timely develop the Property in accordance with the Master Plans. Any such prohibited changes made during the 15-year period set forth above will not affect the Property, the owners(s), mortgagee(s) or lessee(s) thereof, or any person or entity having any interest in the Property or any portion thereof, unless the affected owner(s), mortgagee(s) or lessee(s) will have expressly consented in writing to the otherwise prohibited changes. Without limiting the applicability of the foregoing, the City may enact the following provisions and take the following actions, which will be applicable to and binding on the development of the Property:

7.1 Future updates of and amendments to the existing subdivision regulations, building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, specifications and regulations, including but not limited to the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction/safety organization, or by Maricopa County, the State of Arizona or the Federal government.

7.2 Ordinances, rules, regulations and legislation of the City reasonably necessary to alleviate legitimate severe threats to public health and safety in which event any ordinance, rule, regulation, legislation imposed in an effort to contain or alleviate such legitimate severe threats to public health and safety will be the most minimal and the least intrusive alternative practicable.

7.3 Ordinances, rules, regulations and legislation of the City enacted as necessary to comply with mandatory requirements imposed on the City by Maricopa County, the State of Arizona or the Federal government, including but not limited to court decisions and other similar superior external authorities beyond the City's control. If in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provisions of this Agreement will be modified as may be necessary to achieve the minimum possible compliance with such mandatory requirements. Any such modification to this Agreement will be made in accordance with Paragraph 27.

7.4 Nothing in this Agreement will be interpreted as relieving the Company of any obligation it may have either on the effective date of this Agreement or in the future, to comply with all governmental rules and regulations, enacted by governmental entities other than the City which apply to the Property.

7.5 Ordinances, rules, regulations, and legislation (exclusive of zoning) imposed under the City's police power authority, which is applied in the City to similarly situated properties (taking into account the unique nature of the development).

7.6 Future enactment of fees and taxes or modifications thereto, regardless if such fees are imposed or charged by the City uniformly or only to similarly situated properties.

8. Applicability of Restriction on Building Permits or Other Necessary Approvals. The City agrees to cooperate reasonably in processing the review, approval and issuance of building permits or other necessary approvals for the Property as may be required. The City will not unreasonably restrict the availability of building permits or other applicable permits or approvals necessary to allow construction of improvements contemplated and permitted under the Master Plans (provided Company adheres to the City's applicable ordinances, rules, regulations and requirements). Except as required by federal or state law, the City hereby covenants not to enact any moratorium affecting the Property pursuant to A.R.S. § 463.06 or other applicable law or statute.

9. Vested Rights. The City acknowledges that the Company has made significant efforts to and has developed substantial portions of the Vistancia Property as well as to proceed with development of the Property. As a result, the City acknowledges that the Company currently has vested rights under Arizona common law to develop the Property pursuant to the Original Agreement, the Master Plans, and this Agreement.

10. Protected Development Rights. The City acknowledges that the Maricopa County Board of Supervisors granted Lakeland Village Protected Development Rights, which are not personal rights but attach to and run with the property.

11. Police Power; Taxing Power. The City will not impose or enact any additional conditions, exactions, dedications, regulations or any other requirement through exercise of either the police power or the taxing power related to the development of the Property except: (1) as have been expressly agreed to by the Parties in this Agreement, or (2) except those of general application to similarly situated properties within the City (taking into account that this is a unique development, within the City) that are not in conflict with or otherwise prohibited by the provisions of this Agreement.

12. No Additional Dedications or Exactions. Except for the dedications and exactions expressly identified in this Agreement or the Master Plans, the City will not attempt to acquire or require, through condemnation, zoning, subdivision, subdivision stipulations or otherwise, any exactions, reservations, conditions or further dedications of portions of the Property or easements or other rights over portions of the Property, except that to the extent the Company agrees to such or desires to obtain greater density than allowed in the Master Plans; the City may require additional exactions provided for under the Zoning Ordinance or General Plan.

13. Parks and Open Space.

13.1 Donation of Mountain Preserve Lands. The Parties acknowledge that the Owners will donate/dedicate to the City approximately 1,175 acres (but not less than 900 acres) of the Property for the purpose of preserving meaningful open space (the "Preserve Areas"), as depicted on the Open Space and Trails Master Plans (Figure C-4, entitled "Parks"), to the City at no cost to the City. The Parties hereto expressly acknowledge and agree that the donation of this land by the Owners is donative in nature and is not made in satisfaction of any condition of approval of the PCD Zonings or in satisfaction of any obligations contained therein. Neither Company nor the Owners will be entitled to any owner reimbursements or Credits for the donation of this land to the City. Upon such dedication, the Company will, at its own expense, provide the City with suitable documents evidencing said dedication and the value thereof, so as to properly document the dedication for any and all reasonable fiscal purposes, including but not limited to tax purposes. The City will acknowledge the documents evidencing the dedication value if such is determined in a commercially reasonable manner. The Owners will donate 900 acres of the Preserve Areas to the City when infrastructure is available to provide public access to the adjacent open space or within 180 days of written request by the City. The Parties acknowledge that the remaining approximately 275 acres of Preserve Areas are generally located on land lying between the aforementioned 900 acres of Preserve Areas and future residential subdivisions generally located north of the C.A.P. Canal and will, in many instances, consist of individual tracts, the exact boundaries of which additional donations cannot be determined until and at such time as the individual Preliminary Plats have been processed for said residential subdivisions. As such, the Parties further acknowledge these portions of the additional 275 acres of Preserve Areas may be privately owned, with no public access or connection, but will count toward the additional 275 acre requirement and that such individual tracts may either be donated (for public use) or dedicated (for private use) on a parcel by parcel basis at the time of approval of each Final Plat for the particular residential subdivisions. Within 180 days of the donation or dedication of the 275 acres of Preserve Areas being completed, the Company will provide the City with a legal description for the entire dedicated or donated Preserve Areas and a map, which specifically identifies the locations of the entire dedicated or donated Preserve Areas. There will be no requirement for, but the Company will be allowed to provide detention/retention facilities or structures for storm water within the Preserve Area upon City approval.

13.2 Community and Neighborhood Parks. The Parties acknowledge that pursuant to the General Plan, the City has established a policy expectation for acreage for Community and Neighborhood Parks, as those terms are defined in the General Plan. The Parties acknowledge that the Company will cause to be dedicated and may improve such acres for the Community and Neighborhood Parks. Such Community and Neighborhood Park acreage will be

located and dedicated in accordance with the most recent approved PCD Zoning on file with the City. The Parties agree that one Community and two Neighborhood Park~~s~~ sites are identified for Vistancia North and that one Community and one Neighborhood Park site has been identified and has or will be dedicated to the City for Vistancia South (Figure C-4, as referenced above). The Parties further acknowledge that two additional private recreation facilities have been constructed and are privately owned and maintained as depicted on the Master Plans. The Company will cause to be dedicated and offer to improve each individual Park site at the time platting begins within the relevant phase of the Property. When the Company makes such an offer, the City will, at its sole discretion, inform the Company whether it wants the Company to improve the site prior to dedication. If the City elects not to have the Park site improved, taking into consideration the City's then-current ability to provide ongoing maintenance for that particular Park site, then the Company's obligation to improve that particular Park site is waived and the Company will cause the unimproved Park site to be dedicated to the City during the platting process; provided it shall be a condition to the Company's obligation to cause to be dedicated said Community and Neighborhood Park sites that the City shall reimburse the Owner concurrent with such dedication, in accordance with Paragraph 19 (or, at the sole discretion of the City, from other funding sources), for the value of the Community and Neighborhood Park sites/property and for any improvements which are completed. The Company will not be allowed to utilize the Community and Neighborhood Park land (with the exception of the parcel D-8 retention basin) for detention/retention facilities except portions of improved parks may be utilized for detention/retention pursuant to (or based on) plans approved by the City.

13.3 Relationship to School Sites. The Master Plans include proposed school sites. As long as the school facilities built on the proposed school sites are 15 acres in size for an elementary or middle school, or 40 acres for a high school, the City and Company agree that, in an effort to most efficiently utilize public open space, it is contemplated that there may be shared facilities including but not limited to ball fields, parking facilities, and other recreational amenities, between the Neighborhood and Community Parks and the proposed school sites, provided the size of the school sites and the parks are not significantly diminished. The City acknowledges that, as referenced in the Original Agreement, the southernmost elementary school site in Vistancia North was timely donated for school uses, including shared facilities, and, accordingly, only one additional Neighborhood Park site will be required in Vistancia North pursuant to Paragraph 13.2.

14. Library Site. The Company will cause to be reserved a site not to exceed five acres (portion of land) for a Community Library until October 1, 2016; provided, if the City has not requested in writing the formal dedication of the Community Library site on or before October 1, 2016, the Company shall be released from any further obligation to reserve a site for a Community Library. If the City timely requests

such formal dedication, it is anticipated that the Community Library will be located in the general area of the Community Park in Vistancia South. However, the City reserves the right/ability to move the Community Library to another location in the City and is not obligated to locate the Community Library on the Property. If the City elects to locate the Community Library on the Property and timely requests formal dedication of the site, it shall be a condition to the Company's obligation to cause the site to be dedicated that the City shall reimburse the Company concurrent with such dedication, in accordance with Paragraph 19 (or, at the sole discretion of the City, from other funding sources), for the value of the site. Given that a Community Library is of benefit to more than residents of the City within the Property, the reimbursement is not restricted to Impact Fees collected within the Property. However, should the City elect to locate the Community Library elsewhere, the Company will not be entitled to such reimbursement.

15. Water. The Parties have agreed upon the attached Water Appendix with reference to the provision of potable water, the provision and installation of potable and wastewater infrastructure, the use of treated effluent on the Property, and financial responsibilities and owner reimbursements. The Water Appendix is attached as ***Exhibit C*** and hereby fully incorporated into this Agreement by this reference.

16. Public Safety.

16.1 Police and Fire Station Sites. The Master Plans include sites for two permanent fire stations not to exceed two acres each unless such station will be a joint public safety facility. The City acknowledges that, consistent with the Original Agreement, the first fire station, Fire Station #196, was constructed, dedicated and is currently operated by the City. At its discretion, the City will determine whether a public safety need exists for an additional fire station or joint public safety facility as the Property develops, in which event the City and the Company will cooperate reasonably to determine the appropriate location of the site, as long as the site is located on a collector street. In such event, the Company will cause the site to be dedicated for the future fire station or joint public safety facility within 180 days of the written request of the City, which includes the specific location of the site and acreage requirement, provided the City acknowledges and agrees the Company will not be responsible for the operations or maintenance costs for such future fire station or joint public safety facility. The Company and the City will continue to be jointly responsible for the cost of staffing the first fire station in accordance with the proportionate shares as illustrated in ***Exhibit D***, "Fire Services Operating Cost Sharing Formula" provided the "cost of staffing the first fire station" will continue to be fixed as provided in Paragraph 4 of the First Amendment, which is incorporated herein in its entirety by this reference. The City will use its best efforts to compel other developments located west of the Agua Fria River and south of the Central Arizona Project Canal to participate in the payment of such staffing costs, with any such payments to be applied to reduce the Company's share as illustrated in ***Exhibit D***. The City acknowledges and agrees that, upon dedication and the City's

acceptance of each additional fire station site, the Company is entitled to owner reimbursements for each site in accordance with Paragraph 19, but will not be entitled to owner reimbursements for the cost of staffing (operating) the first fire station.

16.2 Police Presence during Construction. The Company may rent City police department cars/vehicles, provided that off-duty City police officers will be utilizing the cars as they patrol the Property. The off-duty work in January of 2012 is authorized for City police department sworn officers at a rate of $30.00 per hour paid directly to the officers. The off-duty rate of pay is examined annually and is subject to revision each year. The department vehicles may be available for use for off-duty work, based upon availability, at a rate of approximately $10.00 per hour of usage, which would be paid to the City.

17. Transportation.

17.1 Improvements. Except as indicated below in Subparagraphs 17.2 and 17.3, the City and the Company agree that the Company will ultimately be responsible for its proportionate share of the roadway improvements included in the updated Vistancia Traffic Impact Analysis, prepared by TASK Engineering (as revised from time to time at the direction of the City Engineer), revised on February 3, 2012 (hereinafter referred to as the "Traffic Study"). Future proposed updates to the Traffic Study will be subject to the approval of the City Engineer in his sole discretion. The Company and the City Engineer may from time to time agree that the Traffic Study will be updated and re-approved by the City Engineer. Phasing of the roadway infrastructure will be determined on a cooperative basis by the Parties (with the ultimate decision/conclusion being made by the City Engineer) during the relevant platting process. Following construction of any such roadway improvements, the Company will dedicate said improvements to the City or, as may be appropriate with respect to certain off-site roadway improvements, to the appropriate public entity relevant to the jurisdictional location of such roadway. The City and the Company may agree that certain roadway infrastructure, such as median and shoulder landscaping, sidewalks, paths or trails, may be dedicated to the City but that the Vistancia Property homeowners association or sub-association thereof will be responsible for maintenance of any such dedicated infrastructure. The Company will be entitled to owner reimbursements for its participation in the transportation improvements described in this and the following subparagraphs, including but not limited to any costs of condemnation pursuant to the following subparagraphs, pursuant to the provisions of Paragraph 19.

17.2 Acquisition of Rights-of-Way from Private Property Owners. The Company will use commercially reasonable efforts to acquire from private property owners any and all necessary rights-of-way for off-site transportation improvements for which the Company is responsible. If the Company is unable to acquire such right-of-way from private property owners within a commercially

reasonable time period, then the City will exercise its power of condemnation to the full extent permitted by law to acquire such right-of-way, provided the City has received (1) notice from the Company of the Company's inability to acquire the right-of-way pursuant to this Paragraph, and (2) all other necessary documents (*e.g.*, satisfactory environmental, reports, appraisals, etc.) for condemnation. In the event the City exercises its power of condemnation pursuant to this Paragraph, the Company will be responsible for all costs of condemnation, including but not limited to reasonable attorneys fees.

17.3 Acquisition of Rights-of-Way from Public Property Owners. The Company will use commercially reasonable efforts to acquire from public property owners, including but not limited to the Arizona State Land Department, the Central Arizona Water Conservation District and the United States, any and all necessary rights-of-way and easements for offsite transportation improvements for which the Company is responsible. The City will cooperate with such efforts, including but not limited to serving as an applicant or co-applicant on necessary governmental applications. The Company will be responsible for all costs associated with acquiring right-of-way and easements from public property owners.

18. Economic Development Cooperation. The Parties wish to, and shall cooperate in connection with joint efforts to, promote the development of the Vistancia Commercial Core by initiating commercial and industrial employment-generating uses along the Loop 303 corridor through the extension of infrastructure and utilities to make the area "shovel ready" for build-to-suit economic development opportunities, including the Parties shall do the following:

18.1 Company Obligations. The Company (and/or assignee of the Company approved by the City pursuant to Paragraph 22) shall:

18.1.1 Construct all access roads, an off-site sewer line (either the "State land Section 36 sewer line", as the same is commonly known, or an equivalent sewer solution approved by the City), and all utility and infrastructure extensions (such as street, curb, gutter, sidewalk, water, sewer, electric, fiber, and natural gas) from El Mirage Road to each Vistancia Commercial Core development parcel (*see* ***Exhibit E***); and

18.1.2 Cause to be donated, either to the City or, with the City's prior written approval, directly to one or more targeted end users, up to 50 acres of buildable land located in the Vistancia Commercial Core; provided it shall be a condition to the Company's obligation to cause any such donation to be made that the City shall have satisfied all conditions to the City's expenditure of the City funding allocation for backbone infrastructure pursuant to Subparagraph 18.2.

18.2 City Obligations. On or before the City's approval of this Agreement, the City has taken all City action necessary to appropriate and allocate $6,700,000 to be used for the development of backbone infrastructure which the Parties agree is necessary and useful to open the Vistancia Commercial Core to economic development opportunities, including the extension of El Mirage Road from its current terminus at the Safeway Center to Lone Mountain Parkway along with other infrastructure necessary to enable the full development of the Vistancia Commercial Core. The City funding allocation for the backbone infrastructure may be expended only after a full analysis of infrastructure and utility needs is performed and budgeted, as well as a targeted end user is identified to the satisfaction of the City. The targeted end user's project must be "shovel ready," which means that a predetermined program, schedule and financing ability exists to bring needed infrastructure and utility extension to a site within the quickest time frame possible.

19. City Reimbursements; Credits Against Fees. Some of the dedications and/or improvements which the Company is required to provide, install and/or pay for are or may be included within infrastructure, improvements and real property which are funded by various City impact, development, resource, and/or expansion fees, including fees assessed pursuant to A.R.S. §9-463.05 (referred to collectively as "Impact Fees").

19.1 Company's Right to Receive Reimbursement from Impact Fees. The City hereby expressly agrees that the Company (or any assignee of the Company pursuant to a specific assignment of such rights with the City having the right to approve such assignments in its sole discretion) will have the right to receive reimbursement from Impact Fees collected by the City from the Property for dedications and/or improvements made by the Company which are included within each of the City's Impact Fee categories. Additionally, if applicable, the Company will have the right to receive reimbursement from Impact Fees collected by the City from benefited areas outside the Property for the Library Site dedication pursuant to Paragraph 14. To the extent the City imposes Impact Fees in new categories after the date of this Agreement, the City agrees that the Company will be reimbursed from Impact Fees in all such categories that it may impose for any infrastructure, improvements and real property that is a general public benefit provided by the Company. Alternatively, if certain "public infrastructure", as defined in A.R.S. §48-701, is financed through a community facilities district pursuant to Paragraph 20 of this Agreement, the Parties acknowledge that such district will receive reimbursement in accordance with this Paragraph, instead of the Company, for such public infrastructure.

19.2 City's Obligation to Reimburse Company for Benefited Off-Site Properties. The Parties agree that some of the transportation improvements which the Company will install and/or pay for (including the underlying land) will benefit properties other than the Property. Such properties constitute the "Benefited Areas." A map of the Benefited Areas is attached as

Exhibit F. The Benefited Areas are defined as off-site properties that (a) are not within the Property, (b) are or may be developed in the future within the corporate limits of the City and (c) are not subject to a public improvement repayment zone being placed on the property (as defined in Section 23-33 of the City Code), but which will benefit from, and will be subject to required Impact Fees designed to pay for, the transportation improvements the Company will install and/or pay for. For the term of this Agreement, prior to allowing development on the Benefited Areas, the City will determine each benefited property's pro-rata share, in accordance with general City practice for the type of improvement involved, if any, to ensure that the Company is compensated for the cost of such transportation improvements before or concurrently with such development. Without limitation of the foregoing, the Company will be entitled to be reimbursed from Impact Fees paid by any such Benefited Area properties for the benefited property owner's pro-rata share of the cost of such improvement.

19.3 Reimbursement Mechanism. The Parties will agree, separately and from time to time, to an accounting system to track the amount of owner reimbursements which the City owes to the Company or other applicable entity. The owner reimbursement payments made by the City to the Company for all infrastructure, improvements and real property other than the transportation improvements referenced in Paragraph 19.2 will be made when the applicable Impact Fees have been collected except as otherwise provided in this Agreement or otherwise mutually determined by the City and the Company.

20. Financing of Improvements.

20.1 The Parties acknowledge that a Community Facilities District ("CFD") encompassing the Vistancia Property was formed pursuant to the Original Agreement which continues to exist as of the Effective Date of this Agreement. Financing of the acquisition or construction of any future public infrastructure, as such term is defined in A.R.S. §48-701, to be constructed by the Company pursuant to this Agreement or the Master Plans may be undertaken through the existing CFD or, alternatively, pursuant to a new CFD formed, at the Company's request and with the City's concurrence in accordance with the City's existing CFD policy and provided there is sufficient land and property value within the Property or other financial assurances provided, at the time of the CFD's issuance of any debt, to support repayment of the debt. The City will cooperate in accordance with the City's existing CFD policy in the formation of such new CFD, if requested by the Company, in accordance with Title 48 of the Arizona Revised Statutes or any other applicable laws and regulations (the "Public Finance Laws"). The City agrees, subject to any limitations imposed by the Public Finance Laws, the debt issued by any such CFD will be on such terms as the Company and the City mutually may determine. The City will not include the Property in any CFD to finance public infrastructure without the Company's prior written consent.

20.2 Nothing herein will require the City to adopt any resolution forming a CFD if an independent financial analysis or engineering study prepared by an independent consultant states in reasonable detail that the proposed financing or engineering design of the CFD infrastructure improvements is not feasible. The City's performance under this Paragraph 20 will be at no cost to the City.

21. Construction Oversight. The Company may be processing a significant amount of construction plans and building a significant amount of infrastructure, from time to time, in an effort to develop the Property as expeditiously as possible. Due to the complexity and quantity of these documents and the associated construction, the City will allow the Company to reimburse the City directly for salaries and benefits for additional City employees or contracted plan reviewers and building inspectors who will be dedicated solely or primarily to work associated with the Property, including but not limited to engineering (civil, structural), planning or landscape reviewers and on-site construction and building inspectors. The City may credit the Company against a portion, as determined by the City, of the plan check, building permit, and other similar fees, as determined by the City, for any such reimbursements made by the Company to the City.

22. Assignment and Assumption. The rights and obligations of the Company under this Agreement may be transferred or assigned, in whole or in part, by written instrument, to any of the Owners, from time to time, or to any subsequent owner of all or any portion of the Property without further consent from the City. Upon the written assumption of any of the Company's obligations under this Agreement by any person or entity that succeeds to the Company's obligations with respect to, or to the Owners' ownership of, all or any portion of the Property, the Company will be released of all obligations assumed, but only if a copy of such assumption agreement is delivered to the City and recorded in the official records of Maricopa County, Arizona.

Notwithstanding the foregoing, however, the Parties agree that the City has relied upon the experience, expertise, financial strength, and prior history of the Company in reaching this Agreement. Accordingly, for a period of 25 years following the date of the Original Agreement (until October 21, 2026), the Company will not assign or delegate its obligations under Paragraphs 16, 17, 18 and 19, except to an Owner, without the prior written consent of the City. If the City refuses to consent because the City believes that the proposed assignee lacks either the financial ability, the technical ability, or the good faith intent to faithfully and fully perform the obligations of the Company enumerated in this Paragraph, or because the proposed assignee is likely to engage the City in litigation or arbitration over these obligations, the Company will have the opportunity to make a contrary showing to the City staff and/or Council. If the Company makes a commercially reasonable showing that, in fact, the proposed assignee possesses the financial ability, the technical ability, and the good faith intent to faithfully and fully perform the obligations of the Company enumerated in this Paragraph; and that the proposed assignee does not have a substantial history of litigation or arbitration with public entities in connection with similar projects; and if the

City thereafter refuses to consent to the assignment despite said showing, then the City's refusal will be deemed unreasonable.

23. Successors and Assigns. The burdens and benefits of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. A future owner of any interest in a portion of the Property will be deemed a successor-in-interest to the Company and the Owners, provided no such owner will be deemed a third-party beneficiary with respect to the PCD Zoning or approvals relating to any other portion of the Property, which PCD Zoning and approvals may be amended by the action of the City and the owner of the portion of the Property for which such amendment is sought in accordance with and subject to the limitations of Paragraphs 5, 6 and 26 of this Agreement.

24. Effective Date of Agreement. The Effective Date of this Agreement is written in the first sentence of the Agreement.

25. Relationship of the Parties. It is acknowledged and understood that the contractual relationship between the Parties is undertaken pursuant to the authorization contained in A.R.S. § 9-500.05 and nothing contained in this Agreement will create any partnership, joint venture or agency relationship between the City and the Company. Except as provided in Paragraphs 22 and 23 hereof, no term or provision of this Agreement is intended to, or will, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.

26. Guiding Principles. Because of the size and physical characteristics of the Property, the Parties recognize that planning and development activities for the Property will extend over many years. Many of the requirements and procedures provided for in this Agreement and in the Master Plans contemplate that use of the Property in the future will be subject, in many ways, to procedures, requirements, regulations and ordinances not presently in effect as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was approved and this Agreement is being executed. Consequently, the Parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law.

27. Amendment or Cancellation of the Agreement. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Property, with the mutual written consent of the Parties hereto. Within ten days after any such amendment or cancellation of this Agreement, the amendment or cancellation will be recorded by the City in the Official Records of Maricopa County, Arizona.

28. Duration. If not sooner terminated in accordance with the terms of this Agreement, this Agreement will automatically terminate and be of no further force or effect 25 years from the Effective Date of the Agreement; provided, however, that some provisions of the Agreement may provide for earlier termination of such provision. Extension of the duration of this Agreement may be granted upon written request and signed confirmation agreement between all Parties.

29. Notice.

29.1 Manner of Service. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to the City:	City of Peoria City Manager's Office 8401 West Monroe Street Peoria, Arizona 85345
With a copy to:	City of Peoria City Attorney's Office 8401 West Monroe Street Peoria, Arizona 85345
If to Company:	Vistancia Land Holdings L.L.C. 6720 N. Scottsdale Rd., Ste. 160 Scottsdale, Arizona 85253-4424 Attention: Mark Hammons
With a copy to:	Diane Belcher The Stratford Company 5090 N. 40th St., Ste. 260 Phoenix, AZ 85018
And to:	Rebecca Lynne Burnham Greenberg Traurig, LLP 2375 East Camelback Road Suite 700 Phoenix, Arizona 85016

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice will be given at least ten days before the date on which the change is to become effective.

29.2 Mailing Effective. Notices, given by mail, will be deemed delivered 72 hours following deposit in the U.S. Postal Service, in the manner set forth above.

30. General Provisions.

30.1 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement will be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing herein or in the Master Plans will constitute or be deemed to be a waiver by the Company of its rights to request future rezoning or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing herein contained will be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change, to the extent such action would not otherwise be in breach of this Agreement.

30.2 Attorneys' Fees and Costs. If legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

30.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

30.4 Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

30.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided in Paragraph 27. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations and understandings of the City with any other parties, oral or written, other than specifically incorporated herein by reference, regarding any portion of or all of the Property, are superseded by this Agreement.

30.6 Termination Upon Sale to Public. This Agreement is not intended to and will not create conditions or exceptions to title or covenants running with the Property as to Public Lots as defined below. Therefore, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, notwithstanding anything contained herein to the contrary,

this Agreement will terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

30.7 Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

30.8 Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

30.9 Recordation. No later than ten days after this Agreement has been executed by the City, the Company and the Owners, it will be recorded in its entirety, by the City, in the Official Records of Maricopa County, Arizona.

30.10 Default, Remedies. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party will be entitled to all remedies available at both law and in equity, including but not limited to specific performance.

30.11 Authority. The Company represents and warrants to the City: (1) that it is duly formed and validly existing under the laws of the State of Delaware; and (2) that the individual(s) executing this Agreement on behalf of the Company is authorized and empowered to bind the Company. The City represents and warrants to the Company: (1) that it is a duly formed municipal corporation with the State of Arizona; and (2) that the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City.

30.12 Estoppel. The Parties hereto covenant and agree with each other to provide within 21 days of written request from the other an estoppel certificate signed by a duly authorized representative of such party indicating that the other party is not then in default under any of the obligations pursuant to this Agreement.

30.13 Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"CITY"
CITY OF PEORIA, ARIZONA,
a municipal corporation

By:_____
Bob Barrett, Mayor

Attest:

_____
Wanda Nelson, City Clerk

Approved as to form:

_____
Stephen M. Kemp, City Attorney

"COMPANY"

VISTANCIA LAND HOLDINGS, LLC,
a Delaware limited liability company

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: [redacted]
Name: S. Randall Hearne
Title: Vice President and COO

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III - Vistancia, LLC, sole and managing member of Vistancia Land Holdings LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

3-15-2014

Susan C. Evans
Notary Public,
State of Texas
Comm. Exp. 03-15-14

Acknowledgement & Consent

The undersigned Owners hereby represent and warrant to the City: (a) the Owners are the sole fee title owners of the Property; (b) the Owners are affiliates under common control with Company who is authorized and has undertaken to perform the terms and conditions of this Agreement applicable to the Company; (c) the Owners are duly formed and validly existing under the laws of the State of Delaware; and (d) the individual(s) executing this Agreement on behalf of the Owners are authorized and empowered to bind the Owners. The Owners further hereby: (i) consent to this Agreement; (ii) acknowledge that this Agreement shall bind the Property, (ii) authorize and consent to the recordation of this Agreement for the purpose of binding the interests of the Owners in and to the Property.

VISTANCIA NORTH, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: [redacted]
Name: S. Randall Hearne
Title: Vice President and COO

VISTANCIA SOUTH, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: [redacted]
Name: S. Randall Hearne
Title: Vice President and COO

VISTANCIA 580 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: [redacted]
Name: S. Randall Hearne
Title: Vice President and COO

VISTANCIA 150 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By: [redacted]
Name: S. Randall Hearne
Title: Vice President and COO

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III-Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia North, LLC, a Delaware limited liability company.

Susan C Evans
Notary Public

My Commission Expires:

3-15-2014

Susan C. Evans
Notary Public,
State of Texas
Comm. Exp. 03-15-14

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III-Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia South, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

3-15-2014

Susan C. Evans
Notary Public,
State of Texas
Comm. Exp. 03-15-14

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III- Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia 580 Commercial, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

3-15-2014

Susan C. Evans
Notary Public,
State of Texas
Comm. Exp. 03-15-14

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 28th day of March, 2012, by S. Randall Hearne as Vice President and COO of Stratford Fund III GP, LLC, General Partner of Stratford Land Fund III, L.P., sole and managing member of SLF III-Vistancia, LLC, managing member of SLF III – VPMM, LLC, sole and managing member of Vistancia 150 Commercial, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

3-15-2014

Susan C. Evans
Notary Public,
State of Texas
Comm. Exp. 03-15-14

EXHIBIT A

[Legal Description of Property]

PLATTED LOTS

LOTS 1 THROUGH 48, INCLUSIVE, AND TRACTS A THROUGH I, INCLUSIVE, AND TRACT M OF VISTANCIA NORTH PHASE III PARCEL F1, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1108 OF MAPS, PAGE 47.

LOTS 49 THROUGH 105, INCLUSIVE, AND TRACTS A, C, H, J, K, AND L OF VISTANCIA NORTH PHASE III PARCEL F1, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1077 OF MAPS, PAGE 8.

LOTS 1 THROUGH 12, INCLUSIVE, LOTS 55 THROUGH 74, INCLUSIVE, VISTANCIA NORTH PHASE III PARCEL F5, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1077 OF MAPS, PAGE 7.

LOTS 1 THROUGH 33, INCLUSIVE, AND TRACTS A THROUGH F, INCLUSIVE, OF BLACKSTONE AT VISTANCIA PARCEL A4, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 962 OF MAPS, PAGE 31.

LOT 1, OF BLACKSTONE AT VISTANCIA PARCEL B2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 767 OF MAPS, PAGE 49.

LOTS 12 AND 13 OF REPLAT OF LOTS 12 AND 13 OF BLACKSTONE AT VISTANCIA PARCEL B2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 831 OF MAPS, PAGE 10;

LOTS 1 AND 18, OF BLACKSTONE AT VISTANCIA PARCEL B8, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 768 OF MAPS, PAGE 27.

LOTS 1 THROUGH 16, INCLUSIVE, 19 AND 21, OF BLACKSTONE AT VISTANCIA PARCEL B7, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 961 OF MAPS, PAGE 38.

LOTS 1 THROUGH 101, INCLUSIVE, AND TRACTS A THROUGH J, INCLUSIVE, AND TRACTS L AND M OF VISTANCIA VILLAGE A PARCEL G2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1073 OF MAPS, PAGE 3.

LOTS 1, 2, 3, 7, 12, 13 AND 19 THROUGH 23, INCLUSIVE, AND 25 THROUGH 27, INCLUSIVE, OF BLACKSTONE AT VISTANCIA PARCEL B10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 767 OF MAPS, PAGE 48.

LOTS 28, 29, 32, AND 33, OF REPLAT OF TRACT "B" AT VISTANCIA PARCEL B10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 929 OF MAPS, PAGE 6.

August 14, 2009
Vistancia, LLC
Parcel A3
Boundary
Page 1 of 3

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 23 and the West Half of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (GLO brass cap) of said Section 23, from which point the northeast corner (GLO brass cap) thereof bears S 89°42'39" E a distance of 2641.10 feet;

Thence S 51°35'00" E a distance of 669.36 feet to the POINT OF BEGINNING;

Thence 217.01 feet along the arc of a curve to the left, having a radius of 185.00 feet, through a central angle of 67°12'40" and a chord bearing S 22°42'50" E, from which point the radius point bears S 79°06'30" E;

Thence S 54°21'32" E a distance of 254.56 feet;

Thence S 49°05'40" E a distance of 589.61 feet;

Thence S 48°07'08" E a distance of 565.84 feet;

Thence S 62°51'28" E a distance of 275.41 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 35°43'04" E;

Thence 169.03 feet along the arc of said curve to the left, having a radius of 100.03 feet, through a central angle of 96°48'54" and a chord bearing N 77°18'38" E;

Thence S 80°23'31" E a distance of 382.62 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 75°03'53" E;

Thence 167.37 feet along the arc of said curve to the left, having a radius of 190.95 feet, through a central angle of 50°13'06" and a chord bearing S 10°10'26" E;

Thence S 35°16'59" E a distance of 411.26 feet;

Thence S 08°16'05" E a distance of 414.71 feet;

Thence S 14°04'07" W a distance of 315.97 feet;

Thence N 13°52'02" W a distance of 127.14 feet;

Thence N 54°26'23" W a distance of 106.40 feet;

Thence S 55°34'48" W a distance of 109.14 feet;

Thence S 23°59'18" W a distance of 55.47 feet;

Thence N 34°25'12" W a distance of 550.18 feet;

Thence 2265.07 feet along the arc of a curve to the left, having a radius of 3285.00 feet, through a central angle of 39°30'23" and a chord bearing N 54°10'24" W;

Thence N 29°55'06" W a distance of 37.92 feet;

Thence N 14°44'12" E a distance of 47.90 feet;

Thence 51.99 feet along the arc of a curve to the left, having a radius of 442.00 feet, through a central angle of 06°44'22" and a chord bearing N 11°22'01" E;

Thence 11.53 feet along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 33°01'43" and a chord bearing N 24°30'41" E;

Thence 49.04 feet along the arc of a curve to the left, having a radius of 72.00 feet, through a central angle of 39°01'32" and a chord bearing N 21°30'46" E;

Thence N 02°00'00" E a distance of 23.19 feet;

Thence 45.81 feet along the arc of a curve to the left, having a radius of 72.00 feet, through a central angle of 36°27'10" and a chord bearing N 16°13'35" W;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
MCCARTY
Date Signed 8/14/09
ARIZONA, U.S.A.
Expires 9/30/2009

Thence 12.72 feet along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 36°27'10" and a chord bearing N 16°13'35" W;

Thence N 02°00'00" E a distance of 53.08 feet;

Thence 26.27 feet along the arc of a curve to the right, having a radius of 348.00 feet, through a central angle of 04°19'31" and a chord bearing N 04°09'46" E;

Thence N 53°34'11" E a distance of 5.39 feet;

Thence N 11°31'37" E a distance of 21.00 feet;

Thence N 78°28'23" W a distance of 0.76 feet;

Thence N 11°31'37" E a distance of 21.00 feet;

Thence N 31°32'53" W a distance of 5.56 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears S 75°25'25" E;

Thence 124.21 feet along the arc of said curve to the right, having a radius of 348.00 feet, through a central angle of 20°27'01" and a chord bearing N 24°48'05" E;

Thence N 35°01'36" E a distance of 130.02 feet;

Thence 38.64 feet along the arc of a curve to the left, having a radius of 472.00 feet, through a central angle of 04°41'28" and a chord bearing N 32°40'52" E to the POINT OF BEGINNING.

Said Description contains 28.7986 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°42'39" E for the north line of the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

A LEGAL DESCRIPTION FOR

PARCEL B-6 BLACKSTONE AT VISTANCIA

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. MORE PARTICULARILY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 24, A REBAR WITH CAP MARKED: #26409, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A GLO BRASS CAP, BEARS N89°39'14"W (BASIS OF BEARING) FOR A DISTANCE OF 2632.20 FEET;

THENCE S89°38'45"E FOR A DISTANCE OF 890.11 FEET TO A POINT ON THE WESTERN BOUNDARY OF PARCEL B-6 BLACKSTONE AT VISTANCIA, AND THE **TRUE POINT OF BEGINNING;**

THENCE N02°32'19"W FOR A DISTANCE OF 24.19 FEET;

THENCE N13°57'30"W FOR A DISTANCE OF 97.95 FEET;

THENCE S89°50'18"E FOR A DISTANCE OF 163.70 FEET;

THENCE S87°56'58"E FOR A DISTANCE OF 72.05 FEET;

THENCE S89°50'18"E FOR A DISTANCE OF 139.39 FEET;

THENCE S00°07'41"W FOR A DISTANCE OF 118.26 FEET TO A POINT ON THE MID-SECTION LINE BEARING S89°38'45"E FOR A DISTANCE OF 1311.91 FEET TO THE EAST QUARTER CORNER OF SECTION 24;

THENCE S00°14'20"E FOR A DISTANCE OF 444.29 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY 1480.85 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF NON TANGENCY, SAID ARC HAVING A RADIUS OF 3920.00 FEET, AND A CENTRAL ANGLE OF 21°38'40" AND BEING SUBTENDED BY A CHORD THAT BEARS S11°03'40" W FOR A DISTANCE OF 1472.06 FEET;

THENCE S22°05'48"W FOR A DISTANCE OF 274.54 FEET;

THENCE S66°53'18"W FOR A DISTANCE OF 56.36 FEET;

THENCE N67°53'50"W FOR A DISTANCE OF 776.71 FEET;

THENCE N50°27'22"E FOR A DISTANCE OF 509.01 FEET;

THENCE N39°58'32"E FOR A DISTANCE OF 358.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY 142.92 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 44°15'53" AND BEING SUBTENDED BY A CHORD THAT BEARS N43°06'02"E FOR A DISTANCE OF 139.40 FEET;

THENCE N22°19'21"E FOR A DISTANCE OF 386.69 FEET;

THENCE N00°08'24"W FOR A DISTANCE OF 415.80 FEET;

THENCE N25°08'08"W FOR A DISTANCE OF 56.99 FEET;

THENCE N05°51'34"W FOR A DISTANCE OF 82.53 FEET;

THENCE N02°32'09"W FOR A DISTANCE OF 118.90 FEET;

THENCE N09°37'43"W FOR A DISTANCE OF 91.33 FEET;

THENCE N02°33'02"W FOR A DISTANCE OF 58.90 FEET TO THE **TRUE POINT OF BEGINNING**, SAID PARCEL CONTAINING 968,885.56 SQUARE FEET OR 22.24 ACRES MORE OR LESS. SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS.

THIS PARCEL DESCRIPTION IS BASED IN PART BY A LEGAL DESCRIPTION OF PARCEL B-7 (A PARCEL EAST OF PARCEL B-6) AND THE AMENDED RESULTS OF SURVEY RECORDED IN BOOK 632, PAGE 24, MARICOPA COUNTY RECORDS AND OTHER CLIENT PROVIDED INFORMATION. THIS PARCEL DESCRIPTION IS LOCATEDWITHIN AN AREA SURVEYED BY WOOD-PATEL AND ASSOCIATES INC. DURING DECEMBER 2002 AND ANY MONUMENTATION NOTED IN THIS PARCEL DESCRIPTION IS WITHIN ACCEPTABLE TOLERANCE (AS DEFINED IN "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS", DATED 2/14/2002) OF SAID POSITIONS BASED ON SAID SURVEY.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19867
RICHARD D.
TABOR
8-26-09
Date Signed
ARIZONA U.S.A.

EXPIRES 9/30/10

August 14, 2009
Vistancia, LLC
Parcel B9
Boundary

LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 24, from which point the north quarter corner (rebar) thereof bears N 89°38'12" W a distance of 2540.76 feet;

Thence S 89°38'12" E a distance of 1347.02 feet to the POINT OF BEGINNING;

Thence 199.64 feet along the arc of a curve to the right, having a radius of 2385.00 feet, through a central angle of 04°47'46" and a chord bearing S 02°38'21" E, from which point the radius point bears S 84°57'46" W;

Thence S 44°50'19" E a distance of 49.59 feet;

Thence S 00°08'54" W a distance of 2287.48 feet;

Thence N 89°51'06" W a distance of 131.08 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 46°42'46" W;

Thence 105.73 feet along the arc of said curve to the left, having a radius of 72.00 feet, through a central angle of 84°08'01" and a chord bearing N 01°13'14" E;

Thence 22.69 feet along the arc of a curve to the right, having a radius of 22.00 feet, through a central angle of 59°05'11" and a chord bearing N 11°18'11" W;

Thence N 83°51'35" W a distance of 78.17 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears N 81°16'20" W;

Thence 19.07 feet along the arc of said curve to the right, having a radius of 22.00 feet, through a central angle of 49°40'28" and a chord bearing S 33°33'54" W;

Thence 30.16 feet along the arc of a curve to the left, having a radius of 72.00 feet, through a central angle of 23°59'51" and a chord bearing S 46°24'12" W;

Thence 23.44 feet along the arc of a curve to the right, having a radius of 22.00 feet, through a central angle of 61°02'49" and a chord bearing S 64°55'42" W;

Thence N 84°32'54" W a distance of 39.37 feet;

Thence 156.50 feet along the arc of a curve to the left, having a radius of 446.12 feet, through a central angle of 20°05'59" and a chord bearing S 85°24'07" W;

Thence N 55°33'31" W a distance of 2.65 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 33°55'48" W;

Thence 223.82 feet along the arc of a non-tangent curve to the left, having a radius of 186.49 feet and through a central angle of 68°45'58";

Thence N 13°15'54" W a distance of 321.81 feet;

Thence N 03°49'26" E a distance of 543.10 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 80°03'37" W;

Thence 143.83 feet along the arc of said curve to the left, having a radius of 200.31 feet, through a central angle of 41°08'27" and a chord bearing N 10°37'50" W;

Thence N 35°18'09" W a distance of 558.16 feet;

Thence N 48°05'45" W a distance of 325.52 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 46°17'10" W;

Thence 141.83 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of 81°15'49" and a chord bearing N 84°20'44" W;

Thence N 34°29'24" W a distance of 13.51 feet;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
MCCARTY
Date signed 8/14/09
ARIZONA, U.S.A.
Expires 9/30/2009

Thence N 56°50'26" E a distance of 21.27 feet;

Thence N 05°10'05" E a distance of 34.50 feet;

Thence S 84°49'55" E a distance of 11.33 feet;

Thence N 05°10'05" E a distance of 34.50 feet;

Thence N 38°45'18" W a distance of 19.01 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 82°34'59" W;

Thence 712.64 feet along the arc of said curve to the left, having a radius of 412.50 feet, through a central angle of 98°59'06" and a chord bearing N 42°04'32" W;

Thence S 88°25'55" W a distance of 587.48 feet;

Thence 233.01 feet along the arc of a curve to the right, having a radius of 1450.00 feet, through a central angle of 09°12'26" and a chord bearing N 86°57'52" W;

Thence 309.00 feet along the arc of a curve to the left, having a radius of 2050.00 feet, through a central angle of 08°38'11" and a chord bearing N 86°40'45" W;

Thence N 00°21'43" E a distance of 4.47 feet;

Thence S 89°38'17" E a distance of 1441.87 feet;

Thence S 89°38'12" E a distance of 1193.74 feet to the POINT OF BEGINNING.

Said Description contains 39.0219 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°38'12" W for the north line of the Northeast Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner (GLO brass cap) of said Section 24, from which point the north quarter corner (rebar) thereof bears S 89°38'17" E a distance of 2637.11 feet;

Thence S 84°59'31" E a distance of 1308.79 feet to the POINT OF BEGINNING;

Thence 194.41 feet along the arc of a curve to the right, having a radius of 1950.00 feet, through a central angle of 05°42'44" and a chord bearing S 85°13'01" E, from which point the radius point bears S 01°55'37" W;

Thence 249.08 feet along the arc of a curve to the left, having a radius of 1550.00 feet, through a central angle of 09°12'26" and a chord bearing S 86°57'52" E;

Thence N 88°25'55" E a distance of 118.63 feet;

Thence S 46°34'05" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 43.00 feet;

Thence N 43°25'55" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 327.28 feet;

Thence 651.43 feet along the arc of a curve to the right, having a radius of 348.50 feet, through a central angle of 107°05'58" and a chord bearing S 38°01'06" E;

Thence S 15°31'53" W a distance of 89.31 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 88°19'12" W;

Thence 280.47 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of 86°51'48" and a chord bearing N 45°06'41" W;

Thence N 85°03'42" W a distance of 345.19 feet;

Thence N 60°45'45" W a distance of 506.91 feet;

Thence N 74°32'48" W a distance of 317.90 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 13°11'31" W;

Thence 7.50 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of 04°17'41" and a chord bearing N 78°57'20" W to the POINT OF BEGINNING.

Said Description contains 6.0794 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°38'17" E for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
MCCARTY
Date Signed 8/14/09
ARIZONA, U.S.A.

Expires 9/30/2009

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (rebar) of said Section 24, from which point the northwest corner (GLO brass cap) thereof bears N 89°38'17" W a distance of 2637.11 feet;

Thence S 85°43'05" W a distance of 1475.01 feet to the POINT OF BEGINNING;

Thence S 35°32'43" W a distance of 429.17 feet;

Thence N 78°36'41" W a distance of 179.07 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 01°44'40" E;

Thence 36.76 feet along the arc of said curve to the left, having a radius of 51.34 feet, through a central angle of 41°01'14" and a chord bearing S 67°44'43" W;

Thence S 36°59'25" W a distance of 728.05 feet;

Thence S 16°21'29" W a distance of 199.74 feet;

Thence N 22°38'56" W a distance of 256.72 feet;

Thence N 06°17'34" W a distance of 492.10 feet;

Thence N 18°08'29" W a distance of 322.79 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 67°51'09" W;

Thence 62.36 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, through a central angle of 35°43'53" and a chord bearing N 40°00'48" W;

Thence S 85°04'13" E a distance of 266.68 feet;

Thence 201.62 feet along the arc of a curve to the left, having a radius of 1232.00 feet, through a central angle of 09°22'36" and a chord bearing S 89°45'31" E;

Thence N 85°33'11" E a distance of 693.91 feet;

Thence 26.82 feet along the arc of a curve to the left, having a radius of 1950.00 feet, through a central angle of 00°47'17" and a chord bearing N 85°56'50" E;

Thence S 48°22'31" E a distance of 19.77 feet;

Thence N 87°24'41" E a distance of 45.00 feet to the POINT OF BEGINNING.

Said Description contains 12.9460 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°38'17" W for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
MCCARTY
Date Signed 8/14/09
ARIZONA, U.S.A.

Expires 9/30/2009

LEGAL DESCRIPTION

A parcel of land lying within the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (GLO brass cap) of said Section 23, from which point the northeast corner (GLO brass cap) thereof bears S 89°42'39" E a distance of 2641.10 feet;

Thence S 89°42'39" E a distance of 607.37 feet to POINT OF BEGINNING #1 (POB#1);

Thence S 89°42'39" E a distance of 2033.73 feet;

Thence S 89°38'17" E a distance of 1195.24 feet;

Thence S 00°21'43" W a distance of 4.47 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 00°59'50" E;

Thence 123.42 feet along the arc of said curve to the left, having a radius of 2050.00 feet, through a central angle of 03°26'58" and a chord bearing S 87°16'41" W;

Thence S 85°33'11" W a distance of 355.11 feet;

Thence 436.66 feet along the arc of a curve to the right, having a radius of 3268.00 feet, through a central angle of 07°39'21" and a chord bearing S 89°22'52" W;

Thence N 86°47'28" W a distance of 448.89 feet;

Thence 371.71 feet along the arc of a curve to the left, having a radius of 2132.00 feet, through a central angle of 09°59'22" and a chord bearing S 88°12'51" W;

Thence 324.88 feet along the arc of a curve to the right, having a radius of 2168.00 feet, through a central angle of 08°35'09" and a chord bearing S 87°30'45" W;

Thence N 88°11'40" W a distance of 478.12 feet;

Thence 156.88 feet along the arc of a curve to the right, having a radius of 1668.00 feet, through a central angle of 05°23'19" and a chord bearing N 85°30'01" W;

Thence 192.87 feet along the arc of a curve to the left, having a radius of 2168.00 feet, through a central angle of 05°05'50" and a chord bearing N 85°21'16" W;

Thence N 87°54'11" W a distance of 345.62 feet;

Thence N 00°17'21" E a distance of 5.29 feet to POINT OF BEGINNING #1 (POB#1);

AND;

A parcel of land lying within the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (GLO brass cap) of said Section 23, from which point the northeast corner (GLO brass cap) thereof bears S 89°42'39" E a distance of 2641.10 feet;

Thence S 79°55'01" E a distance of 619.98 feet to POINT OF BEGINNING #2 (POB#2);

Thence S 87°54'11" E a distance of 288.88 feet;

Thence 190.87 feet along the arc of a curve to the right, having a radius of 1668.00 feet, through a central angle of 06°33'23" and a chord bearing S 84°37'30" E;

Thence S 81°20'49" E a distance of 312.68 feet;

Thence 391.22 feet along the arc of a curve to the left, having a radius of 1648.00 feet, through a central angle of 13°36'05" and a chord bearing S 88°08'51" E;

Thence N 85°03'06" E a distance of 454.96 feet;

Thence 227.89 feet along the arc of a curve to the right, having a radius of 1618.00 feet, through a central angle of 08°04'12" and a chord bearing N 89°05'12" E;

Thence 110.34 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, through a central angle of 63°13'16" and a chord bearing S 35°08'04" W, from which point the radius point bears S 23°15'18" E;

Thence 215.21 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of 66°39'06" and a chord bearing S 82°40'56" W, from which point the radius point bears S 26°00'29" W;

Thence S 46°59'16" W a distance of 238.80 feet;

Thence S 31°48'39" W a distance of 271.39 feet to the beginning of a non-tangent curve to the left feet, from which point the radius point bears S 52°44'01" E;

Thence 265.21 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of 151°57'05" and a chord bearing S 38°42'34" E;

Thence N 64°40'10" E a distance of 281.00 feet;

Thence N 51°51'36" E a distance of 108.33 feet;

Thence S 05°07'39" E a distance of 472.37 feet;

Thence S 22°38'33" E a distance of 488.12 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 13°34'15" E;

Thence 195.76 feet along the arc of said curve to the left, having a radius of 185.00 feet, through a central angle of 60°37'37" and a chord bearing S 46°06'56" W;

Thence N 80°23'31" W a distance of 382.62 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 61°05'49" W;

Thence 103.17 feet along the arc of said curve to the left, having a radius of 100.03 feet, through a central angle of 59°05'34" and a chord bearing N 00°38'36" W;

Thence N 31°54'04" W a distance of 334.01 feet;

Thence N 47°36'04" W a distance of 335.68 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears N 30°20'12" W;

Thence 333.99 feet along the arc of said curve to the left, having a radius of 182.40 feet, through a central angle of 104°54'54" and a chord bearing N 07°12'21" E;

Thence N 45°15'06" W a distance of 210.45 feet;

Thence N 56°18'30" W a distance of 566.96 feet;

Thence N 68°15'23" W a distance of 297.35 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 29°58'02" W;

Thence 260.72 feet along the arc of a non-tangent curve to the left, having a radius of 100.43 feet, through a central angle of 148°44'10" and a chord bearing S 45°35'57" W;

Thence 101.19 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of 31°20'27" and a chord bearing S 54°33'59" W, from which point the radius point bears S 19°45'48" E;

Thence 153.90 feet along the arc of a non-tangent curve to the left, having a radius of 472.00 feet, through a central angle of 18°40'55" and a chord bearing N 10°06'40" E, from which point the radius point bears N 70°32'52" W;

Thence N 00°46'12" E a distance of 55.73 feet;

Thence N 46°26'01" E a distance of 28.46 feet to POINT OF BEGINNING #2 (POB#2).

Said Description contains 24.3366 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°42'39" E for the north line of the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
MCCARTY
Date Signed 8/14/09
ARIZONA, U.S.A.
Expires 9/30/2009

August 14, 2009
Vistancia, LLC
Blackstone Guesthouse
Boundary

LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner (GLO brass cap) of said Section 24, from which point the south quarter corner thereof bears S 89°42'19" E a distance of 2638.71 feet;

Thence N 61°54'21" E a distance of 2235.28 feet to the POINT OF BEGINNING;

Thence N 67°53'50" W a distance of 123.31 feet;

Thence N 22°06'10" E a distance of 121.65 feet;

Thence N 07°55'27" E a distance of 93.21 feet;

Thence N 33°36'15" E a distance of 65.03 feet;

Thence N 50°52'49" E a distance of 16.57 feet;

Thence N 06°05'23" W a distance of 7.05 feet;

Thence N 74°37'37" E a distance of 17.48 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears S 38°17'22" W;

Thence 147.82 feet along the arc of said curve to the right, having a radius of 133.50 feet, through a central angle of 63°26'29" and a chord bearing S 19°59'23" E;

Thence S 11°43'51" W a distance of 191.88 feet;

Thence S 66°41'36" W a distance of 19.93 feet to the POING OF BEGINNING.

Said Description contains 0.7890 acres of land, more or less, including any easements of record.

August 14, 2009
Vistancia, LLC
Blackstone Guesthouse
Boundary
Page 2 of 2

The basis of bearing for the above description is S 89°42'19" E for the south line of the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
MCCARTY
Date Signed 8/14/09
ARIZONA, U.S.A.
Expires 9/30/2009

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38888
DALE A.
MATTINGLY
Date Signed 8/14/09
ARIZONA, U.S.A.
Expires 09/30/2010

AUGUST 11, 2009
PROJECT # 07114

PROPERTY DESCRIPTION FOR
PARCEL F-9 OF VISTANCIA

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, BEARS NORTH 00°03'34" EAST, A DISTANCE OF 2635.45 FEET;

THENCE NORTH 89°45'50" WEST, ALONG THE EAST-WEST MID SECTION LINE OF SECTION 14, A DISTANCE OF 1,324.04 FEET TO AN ALUMINUM CAP FLUSH WHICH MONUMENTS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 00°08'25" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 209.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986;

THENCE ALONG SAID LINE FOR THE FOLLOWING 6 COURSES, SOUTH 78°58'14" EAST, A DISTANCE OF 44.41 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 339.62 FEET TO A BRASS CAP FLUSH;

THENCE CONTINUING NORTH 49°06'08" EAST, A DISTANCE OF 881.47 FEET TO A BRASS CAP FLUSH;

THENCE SOUTH 16°04'28" WEST, A DISTANCE OF 477.09 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 200.03 FEET;

THENCE NORTH 16°04'28" EAST, A DISTANCE OF 477.09 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 273.99 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14;

THENCE SOUTH 00°03'34" WEST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986, AND ALONG SAID EAST LINE A DISTANCE OF 1,316.64 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 928,741 SQUARE FEET OR 21.3209 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36868
DALE A.
MATTINGLY
Date Signed
ARIZONA, U.S.A.
Expires 09/30/2010

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 22, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 22 (BLM brass cap) from which point the north quarter corner (GLO brass cap) thereof bears S 89°38'09" E a distance of 2636.52 feet;

Thence S 00°07'59" W, along the west line of said Northwest Quarter, a distance of 1404.93 feet to a point on the south line of Tract "C" as shown on the Re-plat of the Map of Dedication for Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road, recorded in Book 850, Page 23, Maricopa County Records, the POINT OF BEGINNING;

Thence along said south line the following three (3) courses and distances:

Thence S 89°40'32" E a distance of 416.14 feet;

Thence 166.48 feet, along the arc of a curve to the right, having a radius of 19918.00 feet, through a central angle of 00°28'44" and a chord bearing S 89°26'10" E;

Thence S 89°11'48" E a distance of 422.40 feet;

Thence N 44°31'33" W, leaving said south line and across said Tract "C", a distance of 35.56 feet to a point on the south right-of-way line of Lone Mountain Road as shown on said Re-Plat of the Map of Dedication;

Thence S 89°11'48" E, along said south right-of-way line, a distance of 110.00 feet;

Thence S 45°28'27" W, leaving said south right-of-way line and across said Tract "E", a distance of 35.15 feet to a point on said south line thereof;

Thence S 89°11'48" E, along said south line of Tract "E", a distance of 252.78 feet to a point on the east line of the Southwest Quarter of said Northwest Quarter;

Thence S 00°09'13" W, along said east line, a distance of 1233.17 feet to a point on the south line of said Northwest Quarter;

Thence N 89°42'55" W, along said south line, a distance of 1317.31 feet to a point on the west line of said Northwest Quarter;

Thence N 00°07'59" E, along said west line, a distance of 1240.93 feet, to the POINT OF BEGINNING.

Said Description contains 37.5039 acres, more or less, including any easements of record.

The Basis of Bearing for the above description is S 89°38'09" E for the north line of the Northwest Quarter of Section 22, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Additional Property 8/25/2009 to Vistancia South Entity

Tracts N, O and P, of the RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE & WESTLAND ROAD, according to the Map of Dedication recorded in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 850 of Maps, Page 23.

Except therefrom any portion of Tract P conveyed to the City of Peoria in Special Warranty Deed, recorded as document 2008-0271039 in the office of the County Recorder of Maricopa County, Arizona.

SCHEDULE 1.10(B)

August 27, 2009
Legal Description
Vistancia Village A, Parcel A-5

A portion of land situated in the Northwest one-quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, City of Peoria, County of Maricopa, State of Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 23 according to record of survey shown in Book 632 at Page 24 with Rec. No. 2003-0515217 M.C.R. from which the Northwest corner of said Section 23 bears North 89° 42' 04" West a distance of 2,643.63 feet, said point being the **Basis of Bearing** herein;

THENCE South 33° 35' 50" West a distance of 1,315.25 feet to the Northwest corner of Vistancia Village A Parcel A7 as shown on the Final Plat in Book 719 at Page 33 with Rec. No. 2004-1486031 M.C.R., said point being on the Southerly boundary line of Tract B of Lone Mountain Road as shown on Map of Dedication in Book 744 at Page 25 with Rec. No. 2005-0545750 M.C.R. said point being the **Point of Beginning;**

THENCE departing said Southerly tract line and along the Westerly boundary line of said Parcel A7 the following three (3) courses;

(1) THENCE South 00° 23' 50" West a distance of 692.68 feet;

(2) THENCE South 73° 46' 49" West a distance of 172.84 feet;

(3) THENCE South 03° 15' 27" West a distance of 150.83 feet to the Northwest corner of the Re-Plat of Vistancia Village A Parcel A38 as shown on in Book 828 at Page 22 with Rec. No. 2006-0465671 M.C.R.;

THENCE South 03° 15' 27" West departing said Westerly boundary line of said Parcel A7 and along the Westerly boundary line of said Parcel A38 a distance of 338.37 feet to a point on the Northerly boundary line of Vistancia Village A Parcel A37 as shown on the Final Plat in Book 662 of Maps at Page 26 with Rec. No. 2003-1670676 M.C.R.;

THENCE departing said Westerly boundary line of said Parcel A38 and along the Northerly boundary line of said Parcel A37 the following four (4) courses;

(1) THENCE North 73° 00' 00" West a distance of 15.52 feet to a point of tangent curve concaving Southerly with a radius of 848.00 feet;

(2) THENCE 275.26 feet along the arc of said curve to the left through a central angle of 18° 35' 53", having a chord bearing of North 82° 17' 57" West and chord distance of 274.05 feet;

(3) THENCE South 88° 24' 07" West a distance of 24.37 feet;

(4) THENCE South 43° 45' 53" West a distance of 28.06 feet to a point on the Easterly boundary line of Tract C of Vistancia Boulevard as shown on Map of Dedication in Book 718 of Maps at Page 47 with Rec. No. 2004-1473157 M.C.R. said point being a point of non-tangent curve concaving Westerly with a radius of 2,575.00 feet;

THENCE departing said Northerly boundary line of said Parcel A37 and along said Easterly tract line the following five (5) courses;

(1) THENCE 748.29 feet along the arc of said curve to the left through a central angle of 16° 39' 00", having a chord bearing of North 08° 40' 30" West and chord distance of 745.66 feet;

(2) THENCE North 17° 00' 00" West a distance of 32.93 feet;

(3) THENCE North 13° 11' 08" West a distance of 75.16 feet;

(4) THENCE North 17° 00' 00" West a distance of 227.19 feet;

(5) THENCE North 27° 58' 43" East a distance of 14.41 feet to a point on said Southerly right of way line of said Lone Mountain Road;

THENCE departing said Easterly tract line and along said Southerly tract line the following six (6) courses;

(1) THENCE North 27° 58' 43" East a distance of 13.05 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;

(2) THENCE 121.82 feet along the arc of said curve to the right through a central angle of 02° 14' 01", having a chord bearing of North 74° 30' 11" East and chord distance of 121.81 feet;

(3) THENCE South 14° 16' 13" East a distance of 1.97 feet;

(4) THENCE North 75° 57' 29" East a distance of 31.08 feet;

(5) THENCE North 54° 40' 41" East a distance of 5.44 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;

(6) THENCE 576.11 feet along the arc of said curve to the right through a central angle of 10° 33' 46", having a chord bearing of North 81° 33' 46" East and chord distance of 575.30 feet to the **Point of Beginning**.

Said parcel contains 14.161 gross acres more or less.

Said Parcel contains 14.161 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A5 is not affected by said Wash Area).

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 8-26-
ARIZONA, U.S.A.
Expires 3/31/2011

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36888
DALE A.
MATTINGLY
Date Signed 8/27/08
ARIZONA, U.S.A.
Expires 09/30/2010

REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
DECEMBER 3, 2007
PROJECT # 07114.10.101

LEGAL DESCRIPTION
VISTANCIA A-11
LOT 1

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY,HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 89.74 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 158.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 575.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96.55 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET;

6225 North 24th Street, Suite 200 • Phoenix, AZ 85016 • 602.954.0038 Phone • 602.944.8605 Fax

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113.47 FEET;

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 22.95 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.41 FEET;

THENCE NORTH 74 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.75 FEET;

THENCE NORTH 40 DEGREES 33 MINUTES 01 SECONDS EAST, A DISTANCE OF 55.35 FEET;

THENCE NORTH 75 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 97.37 FEET;

THENCE NORTH 44 DEGREES 15 MINUTES 01 SECONDS EAST, A DISTANCE OF 43.66 FEET;

THENCE NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 11.44 FEET TO THE NORTHEASTERLY LINE OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,075.00 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT "M" THE FOLLOWING FOUR (4) COURSES;

(1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 68.58 FEET;

(2) SOUTH 48 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 52.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 35 DEGREES 33 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,080.00 FEET;

(3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 17 MINUTES 36 SECONDS, A DISTANCE OF 230.80 FEET;

(4) SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.66 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 146,011 SQUARE FEET OR 3.3519 ACRES GROSS, MORE OR LESS. (GROSS = NET)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36888
DALE A.
MATTINGLY
Date Signed 8/27/08
ARIZONA, U.S.A.
Expires 09/30/2016

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45763
JAY
VANLANDSCHOOT
Date Signed 8/27/08
ARIZONA, U.S.A.
Expires 03/31/2010

AUGUST 27, 2008
PROJECT # 07114

LEGAL DESCRIPTION
VISTANCIA A-11
RECHARGE WELL PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY,HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THE RADIUS OF WHICH BEARS NORTH 44 DEGREES 11 MINUTES 08 SECONDS WEST, A DISTANCE OF 788.00 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID SOUTHEASTERLY LINES AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 53 MINUTES 55 SECONDS, A DISTANCE OF 26.11 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 92.59 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 155.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 600.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 45 MINUTES 41 SECONDS, A DISTANCE OF 102.22 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 129.68 FEET;

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 35.47 FEET;

THENCE SOUTH 74 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 15 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.41 FEET;

THENCE SOUTH 05 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 22.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113.47 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 575.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96.55 FEET;

THENCE SOUTH 47 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 158.42 FEET;

THENCE SOUTH 26 DEGREES 28 MINUTES 10 SECONDS EAST, A DISTANCE OF 89.74 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

SAID PARCEL CONTAINS 13,185 SQUARE FEET OR 0.3026 ACRES GROSS, MORE OR LESS. (GROSS = NET)

SCHEDULE 1.10(B)

October 1, 2008
Legal Description
Vistancia Village A, Parcel A-16

A parcel of land lying within the South Half of Section 24, and the North Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline road, as shown on said Map of Dedication bears N 66° 55' 06" W (Basis of Bearings) 198.55 feet;

Thence S 74°20'16" E a distance of 503.36 feet to a point on the east line of Tract B, as shown on the Final Plat of Vistancia Village A Parcel A15, recorded in Book 719, Page 27 of Maricopa County Records, the POINT OF BEGINNING;

Thence the following courses along the easterly lines of said Tract B:

Thence N 09°56'07" W a distance of 262.88 feet;

Thence N 01°27'13" E a distance of 196.14 feet;

Thence N 23°06'07" E a distance of 201.61 feet;

Thence N 36°47'29" W a distance of 234.81 feet;

Thence N 06°14'48" E a distance of 642.21 feet;

Thence N 08°22'36" E a distance of 196.56 feet;

Thence leaving said east line of Tract B, N 22°22'11" E a distance of 6.27 feet to a point on the southerly line of Tract R, as shown on the Map of Dedication for Lone Mountain Road, recorded in Book 744, Page 25 of Maricopa County Records;

Thence the following courses along said Tract R:

Thence N 22°06'10" E a distance of 5.00 feet;

Thence S 67°53'50" E a distance of 335.56 feet;

Thence S 67°53'50" E a distance of 260.13 feet;

Thence S 64°01'29" E a distance of 325.74 feet;

Thence S 67°53'50" E a distance of 224.16 feet to a point on the westerly line of Tract C, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road, & Westward Skies Drive, recorded in Book 719, Page 34 of Maricopa County Records;

Thence the following courses along said westerly line:

Thence S 22°53'50" E a distance of 28.10 feet;

Thence S 22°06'10" W a distance of 1094.81 feet;

Thence 135.03 feet along the arc of a curve to the right, having a radius of 7901.00 feet, through a central angle of 00°58'45", a chord bearing S 22°35'32" W and a chord distance of 135.02 feet;

Thence S 23°04'54" W a distance of 269.80 feet;

Thence S 68°04'54" W a distance of 23.86 feet;

Thence N 66°55'06" W a distance of 513.64 feet, to the POINT OF BEGINNING;

Said Parcel contains 31.6163 acres, more or less, including any easements of record.

Said Parcel contains 27.6996 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (said Wash Area is described in the legal description attached as Schedule 1.11 hereto – 3.9167 acres).

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 10-1-08
ARIZONA, U.S.A.
Expires 3/31/2011

SCHEDULE 1.10(B)

October 1, 2008
Legal Description
Vistancia Village A, Parcel A-17

A parcel of land lying within Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline road, as shown on said Map of Dedication bears N 66° 55' 06" W (Basis of Bearings) 198.55 feet;

Thence S 57°12'32" E a distance of 385.38 feet to a point on the south line of Tract C, as shown on said Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, the POINT OF BEGINNING;

Thence the following courses along the southerly lines of said Tract C:

Thence S 66°55'06" E a distance of 632.93 feet;

Thence S 21°55'06" E a distance of 23.86 feet;

Thence S 23°04'54" W a distance of 364.30 feet;

Thence 1157.51 feet along the arc of a curve to the right, having a radius of 5901.00 feet, through a central angle of 11°14'20", a chord bearing S 28°42'04" W and a chord distance of 1155.66 feet;

Thence S 79°33'29" W a distance of 36.53 feet;

Thence N 55°25'36" W a distance of 282.35 feet;

Thence 56.64 feet along the arc of a curve to the right, having a radius of 445.00 feet, through a central angle of 07°17'33", a chord bearing N 51°46'48" W and a chord distance of 56.60 feet;

Thence leaving said Tract C, N 41°51'58" E a distance of 19.88 feet;

Thence 103.84 feet along the arc of a non-tangent curve to the right, having a radius of 425.12 feet, through a central angle of 13°59'40", a chord bearing N 41°08'11" W and a chord distance of 103.58 feet, from which point the radius point bears N 41°51'58" E;

Thence 406.89 feet along the arc of a non-tangent curve to the right, having a radius of 476.11 feet, through a central angle of 48°57'54", a chord bearing N 53°07'25" E and a chord distance of 394.62 feet, from which point the radius point bears S 61°21'32" E;

Thence S 12°23'38" E a distance of 44.04 feet;

Thence N 52°17'42" E a distance of 93.27 feet;

Thence N 03°09'23" W a distance of 203.22 feet;

Thence N 34°14'14" W a distance of 121.89 feet;

Thence N 05°31'28" E a distance of 82.81 feet;

Thence N 15°04'21" E a distance of 74.76 feet;

Thence N 16°02'04" W a distance of 33.75 feet;

Thence N 63°12'28" E a distance of 100.75 feet;

Thence N 30°32'50" E a distance of 85.56 feet;

Thence N 49°36'00" W a distance of 83.40 feet;

Thence N 07°02'06" W a distance of 68.82 feet;

Thence N 04°54'27" E a distance of 58.41 feet;

Thence N 18°51'15" W a distance of 22.44 feet;

Thence N 38°29'57" W a distance of 49.26 feet;

Thence N 10°35'31" W a distance of 136.17 feet;

Thence N 44°19'17" E a distance of 101.45 feet;

Thence N 64°18'23" E a distance of 69.65 feet to the POINT OF BEGINNING;

Said Parcel contains 16.9372 acres, more or less, including any easements of record.

Said Parcel contains 6.5484 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (said Wash Area is described in the legal description attached as Schedule 1.11 hereto – 10.3888 acres).

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
Date Signed 10-1-09
ARIZONA, U.S.A.
Expires 3/31/2011

SCHEDULE 1.10(B)

August 27, 2008
Legal Description
Vistancia Village A, Parcel A-18

A parcel of land situated in the Northwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25 from which the Northeast corner of said section bears S 89° 40' 38" E a distance of 2566.25 feet;

Thence S 45° 16' 23" W a distance of 1117.90 feet to the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline road, as shown on said Map of Dedication bears N 66° 55' 06" W (Basis of Bearings) 198.55;

Thence S 03° 03' 27" E a distance of 102.15 feet to a point on a southerly line of Tract C, as shown on said Map of Dedication, the **POINT OF BEGINNING**;

Thence along said southerly line N 68°04'54" E a distance of 37.76 feet;

Thence continuing along said southerly line, S 66°55'06" E a distance of 308.16 feet;

Thence S 64°18'23" W a distance of 69.65 feet;

Thence S 44°19'17" W a distance of 101.44 feet;

Thence S 10°35'31" E a distance of 136.17 feet;

Thence S 38°29'57" E a distance of 49.26 feet;

Thence S 18°51'15" E a distance of 22.44 feet;

Thence S 04°54'27" W a distance of 58.41 feet;

Thence S 07°02'06" E a distance of 68.82 feet;

Thence S 49°36'00" E a distance of 83.40 feet;

Thence S 30°32'50" W a distance of 85.56 feet;

Thence S 63°12'28" W a distance of 100.75 feet;

Thence S 16°02'04" E a distance of 33.75 feet;

Thence S 15°04'21" W a distance of 74.76 feet;

Thence S 05°31'28" W a distance of 82.81 feet;

Thence S 34°14'14" E a distance of 121.89 feet;

Thence S 03°09'23" E a distance of 203.22 feet;

Thence S 52°17'42" W a distance of 93.27 feet;

Thence N 12°23'38" W a distance of 44.04 feet to the beginning of a non tangent curve concave southeasterly with a radius of 476.11 feet;

Thence 406.89 feet along the arc of said curve to the left through a central angle of 48°57'54", having a chord bearing of S 53°07'25" W and chord distance of 394.62 feet to the beginning of a non tangent curve concave northeasterly with a radius of 425.12 feet;

Thence 103.84 feet along the arc of said curve to the left through a central angle of 13°59'40", having a chord bearing of S 41°08'11" E and chord distance of 103.58 feet;

Thence S 41°51'58" W a distance of 19.88 feet to a point on a northeasterly line of said Tract C, the beginning of a non tangent curve concave northeasterly with a radius of 445.00 feet;

Thence 329.59 feet along said northeasterly line, and along the arc of said curve to the right through a central angle of 42°26'11", having a chord bearing of N 26°54'56" W and chord distance of 322.11 feet;

Thence along said northeasterly line N 05°41'43" W a distance of 430.31 feet to the beginning of a tangent curve concave easterly with a radius of 452.00 feet;

Thence along an easterly line of said Tract C, 227.02 feet along the arc of said curve to the right through a central angle of 28°46'37", having a chord bearing of N 08°41'35" E and chord distance of 224.64 feet;

Thence along said easterly line N 23°04'54" E a distance of 651.89 feet to the **POINT OF BEGINNING.**

Said parcel contains 12.8236 gross acres more or less, including any easements of record.

Said Parcel contains 12.8236 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A18 is not affected by said Wash Area).

SCHEDULE 1.10(B)

August 27, 2008
Legal Description
Vistancia Village A, Parcel A-21/22

A parcel of land situated in the West half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian Maricopa County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25 from which the Northeast corner of said Section bears S 89°40' 38" E a distance of 2566.25 feet;

Thence S 45°16' 23" W a distance of 1117.90 feet to the centerline intersection of Ridgeline Road and Westward Skies Drive, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road & Westward Skies Drive, recorded in book 719, page 34 of Maricopa County Records, from which the point of terminus for the centerline of said Ridgeline Road, as shown on said Map of Dedication bears N 66°55' 06" W (Basis of Bearings) 198.55 feet;

Thence S 33°56' 24" E a distance of 1703.37 feet to a point on a southerly line of Tract F, as shown on the final plat of "Vistancia Village A Parcel A19", as shown in Book 656, Page 39 of Maricopa County Records, the POINT OF BEGINNING;

Thence along the Southerly line of said Tract F the following five (5) courses:

Thence S 74°38'55" E a distance of 217.07 feet;

Thence S 74°22'54" E a distance of 78.62 feet;

Thence S 58°52'38" E a distance of 169.16 feet;

Thence S 74°22'54" E a distance of 165.76 feet;

Thence N 60°49'32" E a distance of 110.63 feet to a point on the southwesterly line of Tract F, as shown on said Map of Dedication;

Thence along said Tract F, 182.96 feet along the arc of a non-tangent curve to the left, having a radius of 535.00 feet, through a central angle of 19°35'39", a chord bearing S 39°08'12" E and a chord distance of 182.07 feet, from which point the radius point bears N 60°39'38" E;

Thence departing said Tract F, S 33°50'31" W a distance of 66.90 feet;

Thence S 17°20'54" W a distance of 51.60 feet;

Thence S 02°42'46" E a distance of 34.57 feet;

Thence S 12°13'04" W a distance of 56.96 feet;

Thence S 36°35'04" W a distance of 66.71 feet;

Thence S 12°24'45" W a distance of 88.47 feet;

Thence S 45°43'48" W a distance of 291.68 feet;

Thence S 67°45'11" W a distance of 140.84 feet;

Thence 175.36 feet along the arc of a non-tangent curve to the left, having a radius of 169.20 feet, through a central angle of 59°22'46", a chord bearing S 34°13'14" W and a chord distance of 167.61 feet, from which point the radius point bears S 26°05'23" E;

Thence S 03°34'56" E a distance of 80.31 feet;

Thence S 23°03'46" W a distance of 107.87 feet;

Thence N 74°14'07" W a distance of 74.53 feet;

Thence 501.30 feet along the arc of a non-tangent curve to the left, having a radius of 667.09 feet, through a central angle of 43°03'24", a chord bearing S 82°05'38" W and a chord distance of 489.59 feet, from which point the radius point bears S 13°37'20" W;

Thence S 82°09'17" W a distance of 114.69 feet;

Thence N 62°21'48" W a distance of 46.36 feet;

Thence N 22°17'20" W a distance of 90.03 feet;

Thence N 04°59'30" E a distance of 103.71 feet;

Thence N 20°17'08" E a distance of 87.90 feet;

Thence N 33°51'47" E a distance of 47.22 feet;

Thence N 41°14'00" E a distance of 103.96 feet;

Thence N 43°05'48" E a distance of 101.28 feet;

Thence N 24°26'33" E a distance of 27.88 feet;

Thence N 58°19'57" E a distance of 29.21 feet;

Thence N 44°14'11" E a distance of 112.86 feet;

Thence N 40°28'25" E a distance of 59.97 feet;

Thence N 68°37'24" E a distance of 53.89 feet;

Thence N 18°14'49" E a distance of 41.36 feet;

Thence N 74°14'45" E a distance of 39.28 feet;

Thence N 48°21'19" E a distance of 183.85 feet;

Thence N 01°58'25" E a distance of 73.49 feet;

Thence 200.90 feet along the arc of a non-tangent curve to the right, having a radius of 995.23 feet, through a central angle of 11°33'58", a chord bearing N 05°42'01" W and a chord distance of 200.56 feet, from which point the radius point bears N 78°31'00" E;

Thence N 07°09'13" W a distance of 70.17 feet;

Thence N 20°35'24" W a distance of 93.08 feet, to the POINT OF BEGINNING;

Said Description contains 19.1554 gross acres more or less, including any easements of record.

Said Parcel contains 19.1554 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A21/22 is not affected by said Wash Area).

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 8-27-08
ARIZONA, U.S.A.
Expires 3/31/2011

SCHEDULE 1.10(B)

VISTANCIA PARCEL A25
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 10°04'37" E a distance of 1379.95 feet to a point on the north line of Tract "DD" (said point being the beginning of a non-tangent curve to the left from which point the radius point bears S 41°08'15" W) as shown on the Re-Plat of Map of Dedication Vistancia Phase - 1A, recorded in Book 977, Page 06, Maricopa County Records, the POINT OF BEGINNING;

Thence 1117.24 feet along the arc of said curve to the left and along said north line, having a radius of 7082.00 feet, through a central angle of 09°02'20" and a chord bearing N 53°22'55" W;

Thence N 13°43'08" W, leaving said north line, a distance of 48.19 feet;

Thence N 30°41'28" E a distance of 343.69 feet;

Thence 349.94 feet along the arc of a curve to the left, having a radius of 720.00 feet, through a central angle of 27°50'50" and a chord bearing N 16°46'03" E;

Thence N 72°47'55" E a distance of 307.72 feet;

Thence S 52°42'11" E a distance of 321.22 feet to a point on a west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records;

Thence S 26°29'31" E, along said west line, a distance of 275.36 feet;

Thence S 02°20'30" W, leaving said west line, a distance of 990.61 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 18.4943 gross acres, more or less, including any easements of record.

Said parcel contains 14.9079 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
McCARTY
Date Signed 8/28/08
ARIZONA, U.S.A.

EXP 09/30/2009

SCHEDULE 1.10(B)

VISTANCIA PARCEL A26
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 03°30'31" E a distance of 2599.76 feet to a point on the west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records, the POINT OF BEGINNING;

Thence N 52°42'11" W, leaving said west line, a distance of 321.22 feet;

Thence S 72°47'55" W a distance of 307.72 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 87°09'22" W;

Thence 358.45 feet along the arc of said curve to the left, having a radius of 720.00 feet, through a central angle of 28°31'28" and a chord bearing N 11°25'06" W;

Thence N 62°26'49" E a distance of 0.38 feet to the southwest corner of Tract O as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records;

Thence N 62°26'49" E, continuing along aforementioned course and along the south lines of Tract O, Tract P and Tract C respectively all shown on said final plat for Vistancia parcel A29, a distance of 357.74 feet;

Thence S 87°22'44" E, continuing along the south lines of said Tract C and Tract J (as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records) respectively, a distance of 399.12 feet to a point on the west line of said Tract "D" (said point being the southeast corner of said Tract J);

Thence S 01°48'53" W, along said west line, a distance of 182.39 feet;

Thence S 12°17'13" W, continuing along said west line, a distance of 426.24 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 6.8112 gross acres, more or less, including any easements of record.

Said parcel contains 5.1435 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
McCARTY
Date Signed 8/28/08
ARIZONA, U.S.A.

EXP 09/30/2009

SCHEDULE 1.10(B)

VISTANCIA PARCEL A27
LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 26 (GLO brass cap) from which point the southeast corner (GLO brass cap) thereof bears S 00°13'14 W a distance of 2638.11 feet;

Thence N 56°00'41" W a distance of 688.72 feet to a point on the west line of proposed Tract P, as shown on the proposed Re-Plat, Re-Plat Map of Dedication- Vistancia Phase 1A, said point being the southeast corner of "Vistancia Parcel A28", as shown on the Final Plat for "Vistancia Parcel A28", recorded in Book 840, Page 43, Maricopa County Records, the POINT OF BEGINNING;

Thence along said west line the following four (4) courses and distances:

Thence S 27°33'11" E a distance of 2.32 feet;

Thence 630.27 feet along the arc of a curve to the right, having a radius of 620.00 feet, through a central angle of 58°14'39" and a chord bearing S 01°34'08" W;

Thence S 30°41'28" W a distance of 342.60 feet;

Thence S 75°50'04" W a distance of 47.33 feet to a point on the north line of "Tract L", as shown on the "Re-Plat Map of Dedication- Vistancia Phase 1A" recorded in Book 977, Page 06, Maricopa County Records, the beginning of a non-tangent curve to the left, from which point the radius point bears S 30°44'43" W;

Thence 359.17 feet along said north line and along the arc of said curve to the left, having a radius of 7082.00 feet, through a central angle of 02°54'21" and a chord bearing N 60°42'28" W;

Thence N 62°09'38" W, continuing along said north line, a distance of 266.46 feet to the southwest corner of said "Vistancia Parcel A28";

Thence N 52°05'24" E, leaving said north line and along the south boundary line of said "Vistancia Parcel A28" a distance of 995.01 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is S 00°13'14 W for the east line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 8.8684 gross acres, more or less, including any easements of record.

Said parcel contains 8.8684 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21780
CLYDE J.
McCARTY
Date Signed 8/28/08
ARIZONA, U.S.A.

EXP 09/30/2009

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 00°09'18" W a distance of 5.48 feet to POINT OF BEGINNING (POB#1);

Thence S 00°09'18" W a distance of 2634.79 feet;

Thence S 00°17'33" W a distance of 1452.92 feet to a point to be known as "Point A";

Thence N 45°01'19" W a distance of 32.69 feet;

Thence N 00°00'57" W a distance of 2053.44 feet;

Thence N 04°53'49" W a distance of 1340.25 feet;

Thence 703.86 feet along the arc of a curve to the right, having a radius of 1144.00 feet, through a central angle of 35°15'07" and a chord bearing N 12°43'44" E to POINT OF BEGINNING (POB#1);

AND;

A parcel of land lying within the Southeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said "Point A";

Thence S 00°17'33" W a distance of 208.62 feet to POINT OF BEGINNING (POB#2);

Thence S 00°17'33" W a distance of 66.90 feet;

Thence N 60°34'47" W a distance of 24.60 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 29°25'16" W;

Thence 0.25 feet along the arc of said curve to the left, having a radius of 641.52 feet, through a central angle of 00°01'19" and a chord bearing N 60°35'23" W;

Thence N 00°00'57" W a distance of 32.69 feet;

Thence N 44°58'41" E a distance of 31.11 feet to POINT OF BEGINNING (POB#2);

EXCEPTING therefrom;

A parcel of land lying within the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 02°23'36" W a distance of 520.73 feet to POINT OF BEGINNING (POB#3);

Thence S 00°09'18" W a distance of 81.33 feet;

Thence N 89°50'52" W a distance of 75.33 feet;

Thence N 00°09'18" E a distance of 81.33 feet;

Thence S 89°50'52" E a distance of 75.33 feet to POINT OF BEGINNING (POB#3).

Said Description contains 5.7927 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°43'33" W for the north line of the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21760
CLYDE J.
MCCARTY
Date Signed 8/24/09
ARIZONA, U.S.A.
Expires 9/30/2009

Additional Property 8/25/2009 to 150 Commercial Entity

Tracts A, B, E, F, and G, of the MAP OF DEDICATION EL MIRAGE ROAD, RIDGELINE ROAD, & WESTWARD SKIES DRIVE, according to the Map of Dedication recorded in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 719 of Maps, Page 34.

Except therefrom any portion of Tract B contained within Vistancia Retail Subdivision Parcel D9, according to the plat recorded in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 913 of Maps, Page 21.

LEGAL DESCRIPTION
FOR
PARCEL C-36 ALL

A PORTION OF LAND IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH AND ADJACENT TO THE SOUTH LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35 BEING A GLO CAP ON A BENT PIPE;

THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 890.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR;

THENCE NORTH 23 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY, A DISTANCE OF 241.21 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG ALONG SAID CANAL RIGHT OF WAY AND A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 502.58 FEET, THROUGH A CENTRAL ANGLE OF 96 DEGREES 21 MINUTES 21 SECONDS, AN ARC LENGTH OF 845.20 FEET;

THENCE SOUTH 60 DEGREES 34 MINUTES 44 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY LINE, A DISTANCE OF 101.94 FEET TO EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE SOUTH 00 DEGREES 17 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 414.54 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION RECORDED IN DOCUMENT 2005-0996190, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

SAID PARCEL CONTAINING 373,812 SQUARE FEET OR 8.58 ACRES MORE OR LESS.

DEI Professional Services, LLC

Civil Engineering
Land Surveying
Project Management

REGISTERED LAND SURVEYOR CERTIFICATE NO. 33315 JASON R. KACK Date Signed 4/19/08 ARIZONA, U.S.A. Expires 03/31/2011

REVISED SEPTEMBER 9, 2008
REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION
VISTANCIA PARCEL F-6A

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (2) COURSES;

NORTH 17 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 118.70 FEET;

THENCE NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 511.27 FEET TO THE SOUTHEAST CORNER OF TRACT E, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF TRACT E, A DISTANCE OF 273.91 FEET;

THENCE NORTH 07 DEGREES 56 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 109.35 FEET;

THENCE CONTINUING ALONG THE EAST LINE OF TRACT E, NORTH 34 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 20.33 FEET TO THE SOUTHERLY LINE OF TRACT R, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID EAST LINE OF TRACT E, AND PROCEEDING ALONG SAID SOUTHERLY LINE OF TRACT R, THE FOLLOWING (4) COURSES;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.79 FEET;

THENCE NORTH 78 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 144.50 FEET;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 81.04 FEET;

THENCE SOUTH 61 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 38.88 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (10) COURSES;

SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 15.27 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 70.95 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 18.17 FEET;

THENCE SOUTH 72 DEGREES 43 MINUTES 55 SECONDS WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.78 FEET;

THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 39.03 FEET;

THENCE SOUTH 15 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 92.07 FEET;

THENCE SOUTH 19 DEGREES 45 MINUTES 20 SECONDS EAST, A DISTANCE OF 87.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, THE RADIUS OF WHICH BEARS SOUTH 73 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 1,274.00 FEET;

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21 DEGREES 16 MINUTES 28 SECONDS, A DISTANCE OF 473.05 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 162.17 FEET;

THENCE DEPARTING SAID WESTERLY LINE, NORTH 85 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 158.22 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 304,962 SQUARE FEET OR 7.0010 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 231,119 SQUARE FEET OR 5.3058 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON THE BEST AVAILABLE INFORMATION KNOWN AT THE TIME.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33315
JASON R.
KACK
Date Signed
ARIZONA, U.S.A.
Expires 03/31/2011

DEI
Professional Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 36888
DALE A. MATTINGLY
Date Signed 8/27/08
ARIZONA, U.S.A.
Expires 09/30/2010

REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION
VISTANCIA PARCEL F-6B
BEING THE MIDDLE PORTION OF
INSTRUMENT NUMBER 2002-0080978

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 85 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 158.22 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 586.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,576.00 FEET;

THENCE SOUTHERLY, CONTINUING ALONG THE WESTERLY LINE OF TRACT M AND ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 17 MINUTES 44 SECONDS, A DISTANCE OF 552.81 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 82 DEGREES 01 MINUTES 20 SECONDS WEST, A DISTANCE OF 323.86 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (6) COURSES;

NORTH 15 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 219.44 FEET;

THENCE NORTH 07 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 119.34 FEET;

THENCE NORTH 02 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.97 FEET;

THENCE NORTH 11 DEGREES 20 MINUTES 35 SECONDS EAST, A DISTANCE OF 435.48 FEET;

THENCE NORTH 16 DEGREES 45 MINUTES 35 SECONDS EAST, A DISTANCE OF 244.62 FEET;

THENCE NORTH 49 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 132.24 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 375,029 SQUARE FEET OR 8.6095 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 304,017 SQUARE FEET OR 6.9793 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON LINE WORK AS PROVIDED BY STANLEY CONSULTANTS AND HAS NOT BEEN VERIFIED BY DEI PROFESSIONAL SERVICES, LLC.

visio.
vertere.
virtute.

LEGAL DESCRIPTION

August 19, 2009
Legal Description
Vistancia Village D Overall

A parcel of land lying within the South Half of Section 24, Township 5 North, Range 1 West, the Northeast Quarter of Section 25, Township 5 North, Range 1 West, and GLO Lots 1, 2, & 3 of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 30, from which the North Quarter corner of said Section 30 bears N 88°20'03" E a distance of 2692.39 feet (per Amended Results of Survey, recorded in Book 632, Page 24 of Maricopa County Records);

Thence N 88°20'03" E along the north line of the northwest quarter of said Section 30, a distance of 1342.17 feet;

Thence S 00°26'33" W along the east line of GLO lot 1, Section 30, a distance of 1282.53 feet;

Thence S 00°26'33" W along the east line of GLO lot 2, Section 30, a distance of 1282.53 feet;

Thence S 00°26'33" W along the east line of GLO lot 3, a distance of 1323.36 feet;

Thence S 00°26'33" W along the east line of GLO lot 4, a distance of 1323.36 feet;

Thence S 89°09'15" W along the south line of GLO lot 4, a distance of 1325.20 feet;

Thence S 00°08'29" W along the east line of the Southeast Quarter of Section 25, Township 5 North, Range 1 West, a distance of 356.08 feet;

Thence N 89°47'14" W along the south line of said Southeast Quarter of Section 25, a distance of 2565.10 feet;

Thence N 89°30'44" W along the south line of the Southwest Quarter of Section 25, a distance of 922.33 feet to a point on the easterly line of Tract LL, as shown on the Re-Plat Map of Dedication for Vistancia – Phase 1A, being recorded in Book 977, Page 6 of Maricopa County Records;

Thence N 42°51'59" W along said Tract LL, a distance of 484.83 feet;

Thence N 50°23'23" W along said Tract LL, a distance of 205.47 feet;

Thence leaving said Tract LL, and proceeding around the easterly boundary of Vistancia Retail Subdivision Parcel D9, as recorded in Book 913, Page 21 of Maricopa County Records, the following courses:

Thence N 39°36'36" E a distance of 16.13 feet;

Thence 62.96 feet along the arc of a curve to the right, having a radius of 95.00 feet, through a central angle of 37°58'26", a chord bearing N 58°35'49" E and a chord distance of 61.82 feet;

Thence N 77°35'02" E a distance of 64.56 feet;

Thence S 12°24'58" E a distance of 21.00 feet;

Thence N 77°35'02" E a distance of 125.01 feet;

Thence 54.56 feet along the arc of a non-tangent curve to the left, having a radius of 184.56 feet, through a central angle of 16°56'17", a chord bearing N 54°00'02" E and a chord distance of 54.36 feet, from which point the radius point bears N 27°31'49" W;

Thence N 45°31'54" E a distance of 125.75 feet;

Thence N 17°02'01" E a distance of 63.47 feet;

Thence N 07°52'33" W a distance of 93.27 feet;

Thence N 15°39'15" W a distance of 189.58 feet;

Thence N 32°29'32" W a distance of 71.42 feet;

Thence N 57°38'25" W a distance of 88.68 feet;

Thence N 26°04'13" W a distance of 283.53 feet;

Thence N 18°48'02" W a distance of 64.37 feet to a point on the easterly line of Tract B, as shown on the Map of Dedication for El Mirage Road, Ridgeline Road, & Westward Skies Drive, as recorded in Book 719, Page 34 of Maricopa County Records;

Thence the following courses along said Tract B:

Thence N 43°08'24" E a distance of 474.58 feet;

Thence 762.35 feet along the arc of a curve to the left, having a radius of 5099.00 feet, through a central angle of 08°33'59", a chord bearing N 38°51'24" E and a chord distance of 761.65 feet;

Thence N 34°34'25" E a distance of 194.57 feet;

Thence 1223.29 feet along the arc of a curve to the left, having a radius of 6099.00 feet, through a central angle of 11°29'31", a chord bearing N 28°49'40" E and a chord distance of 1221.24 feet;

Thence N 23°04'54" E a distance of 797.84 feet;

Thence 138.39 feet along the arc of a curve to the left, having a radius of 8099.00 feet, through a central angle of 00°58'45", a chord bearing N 22°35'32" E and a chord distance of 138.41 feet;

Thence N 22°06'10" E a distance of 1101.81 feet;

Thence N 67°06'10" E a distance of 15.56 feet;

Thence N 22°06'10" E a distance of 170.87 feet;

Thence N 22°53'50" W a distance of 15.56 feet;

Thence N 22°06'10" E a distance of 301.50 feet;

Thence 137.37 feet along the arc of a curve to the left, having a radius of 4099.00 feet, through a central angle of 01°55'12", a chord bearing N 21°08'34" E and a chord distance of 137.36 feet;

Thence N 69°33'06" W a distance of 15.00 feet;

Thence 1427.03 feet along the arc of a non-tangent curve to the left, having a radius of 4084.00 feet, through a central angle of 20°01'13", a chord bearing N 10°10'18" E and a chord distance of 1419.78 feet, from which point the radius point bears N 69°49'06" W;

Thence N 00°09'41" E a distance of 437.68 feet to a point on the north line of the Southeast Quarter of Section 24, Township 5 North, Range 1 West;

Thence S 89°39'04" E along said north line, a distance of 1148.39 feet;

Thence S 00°04'05" E along the east line of said Southeast Quarter of Section 24, a distance of 2290.40 feet, to the POINT OF BEGINNING;

EXCEPTING THEREFROM:

A parcel of land as conveyed in Special Warranty Deed recorded as Document No. 2004-0749268 of Maricopa County Records, being more particularly described as follows:

A parcel of land lying within the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 30, from which the South quarter corner of said Section 30 bears N 89°09'15" E a distance of 2636.94 feet;

Thence N 44°49'08" E a distance of 516.67 feet to the POINT OF BEGINNING of the parcel herein described;

Thence N 22°50'55" E a distance of 249.06 feet;

Thence N 89°09'15" E a distance of 250.46 feet;

Thence S 00°00'00" E a distance of 228.09 feet;

Thence S 89°09'15" W a distance of 347.18 feet to the POINT OF BEGINNING.

Said Parcel containing 1.5645 acres, more or less, including any easements of record.

ALSO EXCEPTING THEREFROM:

A parcel of land as conveyed in Special Warranty Deed recorded as Document No. 2007-0587037 of Maricopa County Records, being more particularly described as follows:

A Parcel of land lying within the Southwest quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 30, form which the South quarter corner of said Section 30 bears North 89° 09'15" East a distance of 2,636.94 feet;

Thence N 89° 09'16" E a distance of 210.13 feet to a point;

Thence N 22° 50'55" E a distance of 394.32 feet to a point;

Thence N 89° 09'15" E a distance of 418.94 feet to a point;

Said point being the POINT OF BEGINNING.

Thence S 89° 09'15" W a distance of 35.00 feet to a point;

Thence N 00° 00'00" E a distance of 25.00 feet to a point;

Thence N 89° 09'15" E a distance of 35.00 feet;

Thence S 00° 00'00" E a distance of 25.00 feet to the POINT OF BEGINNING;

Said parcel containing 0.020 acres, more or less, including any easement of record.

ALSO EXCEPTING THEREFROM:

A parcel of land as conveyed in Conveyance of Segment of Acquisition Project recorded as Document No. 2005-0098027 of Maricopa County Records, being more particularly described as follows:

A parcel of land lying within the Southwest Quarter of Section 30, Township 5 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 30, from which the Southeast corner of Section 25, Township 5 North, Range 1 West, bears S 00°08'29" W a distance of 356.08 feet;

Thence N 89°09'15" E along the south line of said Section 30 a distance of 210.13 feet to the POINT OF BEGINNING;

Thence N 22°50'55" E a distance of 394.32 feet;

Thence N 89°09'15" E a distance of 418.94 feet;

Thence S 00°00'00" W a distance of 361.12 feet;

Thence S 89°09'15" W a distance of 572.07 feet to the POINT OF BEGINNING.

Said Parcel containing 4.1073 acres, more or less, including any easements of record.

ALSO EXCEPTING THEREFROM:

A parcel of land as conveyed in Special Warranty Deed, recorded as Document No. 2007-0046284 of Maricopa County Records, being more particularly described as follows:
(Legal description re-typed from Special Warranty Deed listed above)
A parcel of land lying within the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 25 (GLO Brass Cap), from which point the Southwest Corner (GLO Brass Cap) thereof bears N 89°30'44" W a distance of 2646.01 feet;

Thence N 52°44'47" W a distance of 398.29 feet to the POINT OF BEGINNING;

Thence S 89°47'14" E a distance of 80.33 feet;

Thence N 00°12'46" E a distance of 80.33 feet;

Thence S 89°47'14" E a distance of 80.33 feet;

Thence S 00°12'46" W a distance of 80.33 feet to the POINT OF BEGINNING;

Said description contains 0.1482 acre of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°30'44" W for the South line of the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

ALSO EXCEPTING THEREFROM:

A parcel of land as conveyed in Special Warranty Deed, recorded as Document No. 2004-0583503 of Maricopa County Records, being more particularly described as follows:
(Legal description re-typed from Special Warranty Deed listed above)
A parcel of land lying within the Southeast quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the South quarter corner of said Section 25, from which point the Southeast corner of Section 25 bears S 89°47'14" E a distance of 2565.18 feet;

Thence N 59°13'19" E a distance of 468.44 feet to the POINT OF BEGINNING;

Thence N 00°12'47" E a distance of 75.33 feet;

Thence S 89°47'13" E a distance of 75.33 feet;

Thence S 00°12'47" W a distance of 75.33 feet;

Thence N 89°47'13" W a distance of 75.33 feet to the POINT OF BEGINNING.

Said Description contains 0.1303 acres, more or less.

Said Overall Parcel, less the above five (5) exceptions, contains 583.3031 acres, more or less, including any easements of record.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 6-14-
ARIZONA, U.S.A.
Expires 3/31/2011

ALSO EXCEPTING THEREFROM:

TRACTS A THROUGH D, INCLUSIVE, OF MAP OF DEDICATION OF LONE MOUNTAIN ROAD, PHASE 4, ACCORDING TO THE MAP OF DEDICATION OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1084, PAGE 15.

NORTH PARCEL

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5; THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8; SECTION 9; SECTION 10; SECTION 11; LOTS 1, 2, 4, 6, 8, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; LOTS 1, 3, 4, 6, 8, THE NORTH HALF OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#1-PARCEL-1) AT THE NORTHWEST CORNER OF SAID SECTION 15 (GLO BRASS CAP), FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 14 MINUTES 51 SECONDS WEST A DISTANCE OF 2636.81 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 19 SECONDS WEST A DISTANCE OF 2636.29 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 2639.99 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 2638.06 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 15 SECONDS WEST A DISTANCE OF 2639.39 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 50 SECONDS EAST A DISTANCE OF 2636.79 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 5274.31 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 40 SECONDS EAST A DISTANCE OF 1320.69 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 03 SECONDS WEST A DISTANCE OF 2629.03 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST A DISTANCE OF 1319.505 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 36 SECONDS EAST A DISTANCE OF 1312.875 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST A DISTANCE OF 2647.17 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 36 SECONDS EAST A DISTANCE OF 1316.67 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 2639.27 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 25 SECONDS WEST A DISTANCE OF 1983.76 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST A DISTANCE OF 661.40 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST A DISTANCE OF 659.06 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 10 SECONDS EAST A DISTANCE OF 661.49 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 659.73 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 07 SECONDS WEST A DISTANCE OF 661.24 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 1979.25 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 54 SECONDS EAST A DISTANCE OF 2636.59 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 21 SECONDS EAST A DISTANCE OF 2657.98 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST A DISTANCE OF 2621.02 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 2638.26 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 40 SECONDS WEST A DISTANCE OF 2638.71 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS WEST A DISTANCE OF 987.44 FEET;

THENCE SOUTH 49 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 1572.73 FEET;

THENCE SOUTH 75 DEGREES 04 MINUTES 06 SECONDS WEST A DISTANCE OF 392.16 FEET;

THENCE NORTH 78 DEGREES 58 MINUTES 06 SECONDS WEST A DISTANCE OF 2948.74 FEET;

THENCE NORTH 11 DEGREES 02 MINUTES 27 SECONDS EAST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 200.38 FEET;

THENCE SOUTH 11 DEGREES 02 MINUTES 27 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 504.10 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 1713.76 FEET;

THENCE NORTH 52 DEGREES 16 MINUTES 36 SECONDS WEST A DISTANCE OF 329.92 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 24 SECONDS WEST A DISTANCE OF 659.94 FEET;

THENCE SOUTH 52 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 329.96 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 1696.40 FEET;

THENCE SOUTH 68 DEGREES 42 MINUTES 14 SECONDS WEST A DISTANCE OF 460.86 FEET;

THENCE NORTH 80 DEGREES 24 MINUTES 37 SECONDS WEST A DISTANCE OF 684.36 FEET;

THENCE NORTH 09 DEGREES 18 MINUTES 03 SECONDS EAST A DISTANCE OF 24.72 FEET;

THENCE NORTH 80 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE SOUTH 09 DEGREES 18 MINUTES 13 SECONDS WEST A DISTANCE OF 25.00 FEET;

THENCE NORTH 80 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 667.00 FEET;

THENCE SOUTH 76 DEGREES 49 MINUTES 22 SECONDS WEST A DISTANCE OF 1101.41 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 09 SECONDS EAST A DISTANCE OF 2235.62 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 51 SECONDS EAST A DISTANCE OF 2636.81 FEET TO POINT OF BEGINNING (#1-PARCEL 1);

(ALSO KNOWN AS VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 RECORDED IN BOOK 1009 OF MAPS, PAGE 28.)

AND

A PARCEL OF LAND BEING ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#2-PARCEL-2) AT THE NORTHEAST CORNER OF SAID SECTION 7 (GLO BRASS CAP) FROM WHICH POINT THE EAST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 2637.14 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 1977.86 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 2640.43 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 33 SECONDS EAST DISTANCE OF 659.42 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 1343.65 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST A DISTANCE OF 1319.39 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST A DISTANCE OF 1343.93 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 44 SECONDS EAST A DISTANCE OF 2640.16 FEET TO POINT OF BEGINNING (#2-PARCEL 2).

EXHIBIT B

[INTENTIONALLY DELETED]

EXHIBIT C

[Water Appendix]

DEVELOPMENT AND ANNEXATION AGREEMENT
VISTANCIA PLANNED COMMUNITY DISTRICT

WATER APPENDIX

(amended _____, 2012)

I. GENERAL

A. PARTIES.

1. City of Peoria (the "City") and Vistancia Land Holdings, L.L.C. (the "Owner").

B. PROPERTY.

The Vistancia Planned Community Development property (over 7,100 acres), which formerly consisted of the separate Vistancia North and South parcels, hereinafter the "Property."

C. WATER UTILITIES.

1. Water Provider - City

2. Wastewater Provider - City

3. Effluent Provider - City

D. WATER BUDGET. SEE ATTACHED SCHEDULE A.

E. BASIC CONCEPTS.

1. The City will serve the Property for purposes of potable water, effluent and wastewater.

2. The Owner will acquire, develop or pay the City for all potable water resources needed in addition to the City Water that has been committed to the Property.

3. The City's Water Resource Development Fee (the "WRD Fee") will be collected from all development occurring on the Property. The WRD Fees collected from equivalent dwelling units served by the Groundwater (as defined below) (e.g., 4,200 acre feet per year ("AF/yr") will be reimbursed to the Owner. The City will retain the next monies collected from WRD Fees in an amount equal to the WRD Fees attributable to development on the portion of the Property to which the City has already committed water (up to 2,300 AF/yr) (e.g. the City Water, as defined below).

4. The Owner is responsible to construct water, wastewater and effluent system infrastructure to serve the Property in accordance with the latest City Water, Sewers and Sewage Disposal Code, City Water Infrastructure Master Plan, Wastewater Master Plan and City Standards (collectively, the "City Specifications") and the Owner's Master Plans. The Owner will receive impact fee reimbursement for such construction in accordance with the City's policy and as set forth in Vistancia North and Vistancia South Development and Annexation Agreement (the "Agreement"). The City will assign a CIP Project Manager to provide project management functions to coordinate on behalf of the City Utilities Department for the design, construction and acceptance of water, wastewater and effluent system infrastructure.

5. The City reserves the right to require the Owner to increase/oversize the water and wastewater systems to accommodate other development. The incremental cost between what is needed to serve the Property and the oversize will be the responsibility of the City. The City may charge and collect fees from other parties seeking to utilize such oversizing.

II. COSTS & PAYMENTS (Associated with each Water Supply Source)

A. GROUNDWATER (4,200 AF/YR ASSOCIATED WITH THE PROPERTY).

1. As part of the original approval process, the Owner submitted an application for an Analysis of Assured Water Supply to the Arizona Department of Water Resources ("ADWR") based on the pumping of groundwater from wells. In response to that application, ADWR determined that 4,200 AF/yr of groundwater would be physically, continuously, and legally available as a water supply for the Property. This determination of available groundwater was included in the City of Peoria's 2002 Designation of Assured Water Supply modification, which included the Property as a satellite service area. The most recent modification of Peoria's Designation of Assured Water Supply was issued by ADWR in 2010, and runs through 2025. The 4,200 AF/yr of groundwater water available for the Property, as originally determined by ADWR in 2001, remains part of the most recent Designation of Assured Water Supply.

2. The Owner will contribute all funds necessary and be responsible for constructing a production well field on the southern portion of the Property (the "Well Field") and any associated treatment and delivery infrastructure (i.e., storage tanks, booster facilities, etc.) necessary to place the Groundwater to beneficial use.

3. Upon completion of construction of each operable phase of the Well Field, and at the Owner's expense, the wells installed on the Well Field (each well in the Well Field individually is a "Well"; collectively, the "Wells") and associated infrastructure will be dedicated to the City (i.e., City Public Works-Utilities Department) for future operation and maintenance.

4. The City has acquired additional storage capacity in the Agua Fria Recharge Facility in an amount equal to the amount of the Groundwater (the "Groundwater Storage Capacity"). The City has also obtained ADWR recovery well permits (the "Recovery Well Permits") for the constructed Wells and will obtain recovery permits on the remaining Wells once equipped with a total authorized pumping capacity sufficient to allow the City to

operate the Wells pursuant only to the Recovery Well Permits. The Owner has reimbursed the City's actual cost of acquiring the Groundwater Storage Capacity.

B. PEORIA CENTRAL ARIZONA PROJECT ("CAP") SUPPLIES (UP TO 2,300 AF/YR ASSOCIATED WITH THE PROPERTY).

1. The City has allocated up to 2,300 AF/yr of Central Arizona Project ("CAP") supplies to the Property (the "City Water"). The Owner, or then owners, will pay the WRD Fee that is in effect at the time. The WRD Fee will be paid to the City at the time building permits are issued after such individual parcel undergoes platting and development.

2. The WRD Fee is collected on all residential dwelling units within the Property and all commercial properties located within the Loop 303 Specific Area Plan (SAP) boundaries. The WRD Fees collected on residential and commercial properties served by the Groundwater allocation (4,200 AF/yr) shall be reimbursed to the Owner, as provided in Section I.E.3 hereof. The amount of water allocated to each type of connection shall be 0.523 AF/year per Single Family Residential unit; 0.369 AF/yr per Multi-Family Residential unit; and 2.16 AF/yr per gross acre of Commercial properties falling within the Loop 303 SAP boundary. The City shall periodically provide to Owner a status report on the WRD Fees reimbursed to Owner and a reconciliation of the amount of the Groundwater allocation that has not yet been reimbursed.

3. The Owner will be responsible for making a payment to the City for constructing or acquiring the means to treat the City Water allocated to the Property. The capacity will be sufficient to treat that amount of City Water needed to serve the portion of the projected annual water demand for the Property to be served with City Water, plus an additional ten percent (10%) for redundancy, up to a maximum of 2,300 AF/yr. Presently, the amount of City Water needed to serve the portion of the projected annual water demand for the Property to be served with City Water is 881 AF/yr, as set forth in Schedule A hereto. The Owner will make a payment of one (1) million dollars for the treatment capacity equal to 969.1 AF/yr (881 AF/yr of City Water + 88.1 AF/yr for treatment redundancy). The payment shall be due the earlier of either the time a permit is applied for the construction of the off-site (Lone Mountain Road) waterline or within 60 days of the City providing written notice of needing the funds to secure the City Water for the property. At such time, if any, as the Owner requires additional City Water for the Property, the Owner shall notify the City of such amount of City Water needed for the Property, not to exceed a total of 2,300 AF/yr. The Owner will reimburse the City or pay the City for additional City Water made available to the Property in accordance with then existing City Water policies and procedures in effect.

4. The Owner will contribute all funds necessary to construct a waterline across the Lone Mountain Parkway arterial alignment ("Lone Mountain Waterline"), from El Mirage Road to Lake Pleasant Parkway. This waterline shall connect the water distribution system for the Property to the main City of Peoria distribution system. Per the City's infrastructure standards, the minimum size for a waterline on an arterial alignment is 16-inches in diameter. The City reserves the right to require the Owner to increase/oversize the Lone Mountain waterline to accommodate other development. The incremental cost between what is needed to serve the Property and the oversize will be the responsibility of the City. The City

may charge and collect fees from other parties seeking to utilize such oversizing. The City shall only contribute funds necessary to increase the waterline size beyond the 16-inch diameter minimum requirement.

C. REDUNDANT WATER SUPPLIES

1. The Owner will construct water infrastructure necessary to provide a redundant water supply that is hydrologically separate and distinct from the primary water supply as outlined in section 25-20(a) of the Peoria City Code. The infrastructure shall have sufficient capacity to deliver an amount equal to an average day demand for the development, which is defined as 5.17 million gallons per day ("MGD") in the 2010 Vistancia Utilities Master Plan. The infrastructure necessary to meet the redundancy requirement shall consist of the following improvements as set forth below.

a. Lone Mountain Waterline: The Owner will contribute all funds necessary to construct the Lone Mountain Waterline, from El Mirage Road to Lake Pleasant Parkway, to connect the Vistancia water distribution system to the City's main water distribution system. Owner's contribution will be limited to pipeline and related facilities sized to serve the Property and comply with City Code requirements. Any oversizing shall be the responsibility of the City, as provided in Section II.B.4 hereof.

b. West Wing Booster Pump Station Improvements: The Owner will contribute all funds necessary to install a new pump, pump motor, discharge piping and accessories, and related electrical improvements to increase the booster pump station capacity by approximately 1.2 MGD. The new pump shall utilize the existing empty pump can, suction piping, and electrical conduit.

c. Pleasant Valley Booster Pump Station Improvements: The Owner will contribute all funds necessary to connect the existing reservoir and booster pump station discharge piping to the new Lone Mountain Waterline.

2. The Lone Mountain Waterline, the West Wing Booster Pump Station improvements and the Pleasant Valley Booster Pump Station improvements are intended to and, upon completion as described herein, will satisfy the redundant water supply requirements as set forth in Section 25-20(a) of the Peoria City Code.

3. In the event that the Owner seeks to increase the amount of water used by the Property beyond the average day demand of 5.17 MGD (7,823 AF/yr), the water supply redundancy requirements will have to be reviewed and approved by the City.

D. EFFLUENT (2,033 AF/YR).

1. The City will implement and collect an "Effluent Capacity Fee" from the Owner or appropriate entity for access to effluent. Effluent is defined as treated wastewater pursuant to A.R.S. § 45-101. The initial source of effluent will be from the wastewater treatment plant constructed by the Owner. The City reserves the right to require the Owner to increase/oversize the effluent delivery system. The incremental cost between that which is needed to serve the Property and the oversize will be the responsibility of the City, and the City

may charge and collect fees from other parties seeking to utilize such oversize. The Effluent Capacity Fee will offset the capital costs of all the necessary steps needed to convert effluent to a useable resource (e.g., incremental upgrades to treatment plant, construction of a separate "purple-pipe" redistribution system, pipes, booster & storage facilities, etc.). The Owner will be reimbursed for (receive credit against) the Effluent Capacity Fee for costs associated with such effluent delivery infrastructure constructed by the Owner on the Property.

2. All users of effluent within the Property will be required to pay a commodity-based effluent user fee that will be charged on a per gallon basis. This effluent user fee will be based on the City's cost study for the wastewater system and will be published by the City in accordance with applicable City codes, rules and regulations.

3. Until such time as sufficient effluent is generated from the Property to provide effluent for non-potable uses on the Property, an interim water supply will be necessary. Any such interim water supply must comply with all applicable ADWR rules and regulations and the Owner will be responsible for payment of all costs for acquiring such interim water supply.

III. WATER RESOURCE VESTING

A. GROUNDWATER.

ADWR has determined that 4,200 AF/yr of Groundwater is physically, continuously, and legally available as a water supply for the Property. The 4,200 AF/yr of groundwater available for the Property, as originally determined by ADWR in 2001, remains part of the City's most recent Designation of Assured Water Supply. Vesting of the Owner's rights in the groundwater supplies in this amount and dedication to the Property will occur upon completion of construction of the water delivery system and acceptance of such by the City, including wells, storage tanks, booster facilities, and associated infrastructure.

B. PEORIA CAP SUPPLIES.

The City's existing CAP supplies (including City Water) are available on a "first come/first serve" basis and will not be reserved in advance of satisfaction of payment for treatment capacity and completion of infrastructure improvements, and acceptance of such by the City, required to meet redundant water supply requirements. Notwithstanding the foregoing, the 969.1 AF/yr of City Water, as described in Section II.B.3 hereof, shall be dedicated to the Owner upon payment of the amounts set forth in said Section II.B.3.

C. EFFLUENT.

Vesting of the Owner's rights in an amount of effluent sufficient to service all non-potable uses identified in the Water Budget will occur upon the completion of construction by the Owner of a wastewater treatment plant, sufficient to serve the Property, including purple-pipe redistribution lines, booster stations, and related facilities.

D. CITY RETAINS WATER RIGHTS.

THE CITY RETAINS OWNERSHIP OF ALL WATER RIGHTS FOR WATER SERVED TO THE OWNER UNDER THIS AGREEMENT.

IV. RELIANCE ON THE CITY'S ASSURED WATER SUPPLY DESIGNATION.

Before recording individual plats for the Property, the City will authorize/approve plat notation indicating that the individual parcel(s) on the plat is within the City's water service area and that the parcel may rely on the City's assured water supply designation, provided that the potable water demand for the land areas included in each parcel does not exceed the volume of Groundwater and City Water currently estimated to be up to 6,500 AF/yr for the entire Property.

SCHEDULE A

VISTANCIA WATER BUDGET
(2010 Development Densities, Current Peoria Water Demand Factors)

I. Water Demand Requirements

Potable Water Demand (residential and commercial)	5,790	Acre-feet/year
Non-Potable Water Demand (turf areas and lakes)	2,033	Acre-feet/year
TOTAL Water Demand =	7,823	Acre-feet/year

II. Water Supply Sources

Groundwater (Physical availability determination)	4,200	Acre-feet/year
CAP Water (City of Peoria) [1]	881	Acre-feet/year
Additional Surface Water Supplies	-	Acre-feet/year
Recharge Credits [1]	709	Acre-feet/year
Effluent	2,033	Acre-feet/year
TOTAL Water Supply =	7,823	Acre-feet/year

Notes:

1) The availability of both the CAP Water and Recharge Credits supply sources for the Property are dependent on the completion of the Lone Mountain Waterline, from El Mirage Road to Lake Pleasant Parkway. Without the completion of this waterline:
   a. The City cannot provide treated CAP Water to the Property,
   b. The City cannot use the recharge credits to recover stored water from its existing wells in the main distribution system and convey the recovered water to supply the Property.

VISTANCIA WATER BUDGET

BACKGROUND ASSUMPTIONS

DWELLING UNITS

	Single Family	Multi Family	Total	Pop[1]
Vistancia South	4,831	1,878	6,709	17,203
Vistancia North	3,307	490	3,797	10,423
Total =	**8,138**	**2,368**	**10,506**	**27,626**

ACREAGE

	303 Commercial	Lakes	Turf
Vistancia South	305.4	10.8	309.6
Vistancia North	--	2.5	143.2
Total =	**305.4**	**13.3**	**452.8**

WATER DEMAND

Residential	Du	Pop [1]	gpcd [2]	ac-ft/yr
Single Family	8,138	23,600	161	4,256
Multi Family	2,368	4,026	194	875

Non Residential	acres	gpad	ac-ft/yr
Loop 303 Commercial	305.4	1,929	660
		Sub-Total =	**5,790**

10% Lost and Unaccounted For Water (Included in above factors)	--
Sub-Total =	**5,790**

Non-Potable Water Uses	ac-ft/yr
Turf [3]	1,953
Lakes [4]	80
Sub-Total =	**2,033**

TOTAL WATER DEMAND, acre-feet/year = 7,823

Total gpcd = 253

Water Demand Parameters

Water Use, single family =	161	gpcd	*OR*	0.523	ac-ft/du/year
Water Use, multi family =	194	gpcd	*OR*	0.369	ac-ft/du/year
Loop 303 Commercial Water Use =	1,929	gpad	*OR*	2.16	ac-ft/acre/year

1) Based on Occupancy Rate of 2.9 persons / SF dwelling unit and 1.7 persons / MF dwelling unit
2) Includes 10% lost and unaccounted for water
3) Turf Demand Based on AZMET Data (449 acres x (4.06 ac-ft/ac/yr irrigation + 0.25 ac-ft/ac/yr salt leaching))
4) Lake Evaporation Based on AZMET Data (13.3 acres x 6.04 ac-ft/ac/yr evaporation)

EXHIBIT D

[Fire Services
Operating Cost Sharing Formula]

Fire Services

Operating Cost Sharing Formula

Equivalent Dwelling Units	Fire Station Staffing	City's Share of Costs*	Developer's Share of Costs
0	2	0%	100%
0	2	0%	100%
550	13.5	0%	100%
1,100	13.5	17%	83%
2,200	13.5	33%	67%
3,300	13.5	50%	50%
4,400	13.5	67%	33%
5,500	13.5	83%	17%
6,600 +	13.5	100%	0%

* City's share to be adjusted based on units In place June 30 of each year

EXHIBIT E

[Map of Infrastructure Construction Areas from
El Mirage Road to Each Vistancia Commercial
Core Development Parcel]

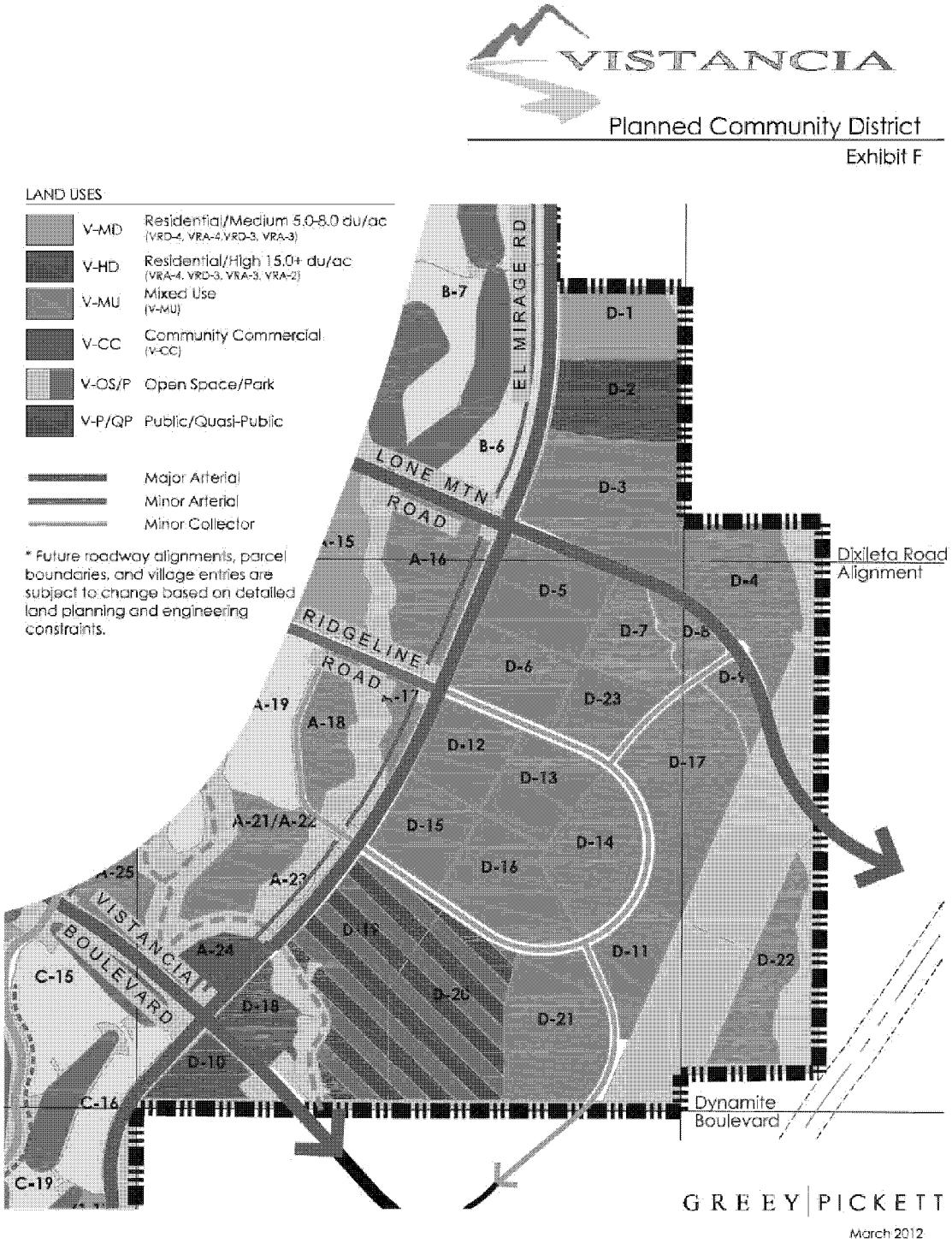
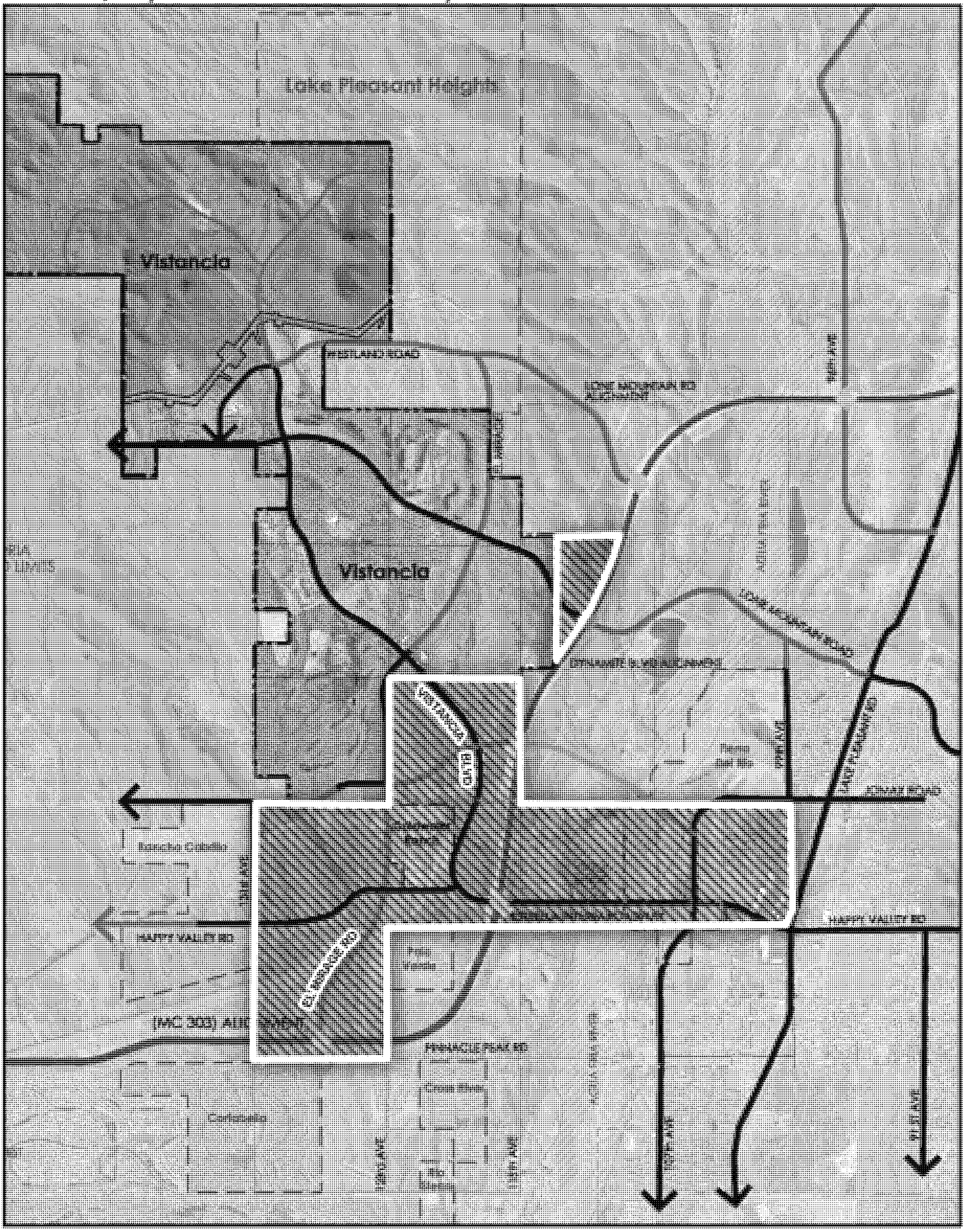


EXHIBIT F

[Map of the Benefited Off-Site Properties/Areas]

Exhibit F, Map of Benefited Off-Site Properties/Areas



Agenda Item: 20R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 4, 2012 **Council Meeting Date: May 1, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Amendment to Lease Agreement with the Plaza Companies for Bioinspire**

Purpose:
This is a request for the City Council to authorize the City Manager to amend the lease agreement with the Plaza Companies to modify the delivery date of the Bioinspire incubator space to the City.

Background/Summary:
The original lease for Bioinspire was signed on November 15, 2011, listing the start date for the lease as February 1, 2012. The actual tenant improvement build out of the 6,800 square feet of space at 13660 N. 94th Drive, Building D was delayed by three months to achieve the optimal design for the space as well as the best price from a contractor. This delay signals a delayed start date for the lease, but has no other impact to our financial commitment to Plaza Companies or our lease terms. This amendment modifies that date to reflect the actual design and construction schedule for the facility. The revised start date for the lease is May 1, 2012.

Previous Actions:
This concept was discussed in study sessions on May 3 and May 31, 2011. City Council authorized the City Manager to enter into the lease agreement on November 15, 2011.

Options:
A: Authorize the City Manager to sign the amendment to the lease agreement. This action will formally revise the start date of the lease to May 1, 2012

B: Reject this amendment.

Staff's Recommendation:
Authorize the City Manager to sign the amendment to the lease agreement with the Plaza Companies.

Fiscal Analysis:
This amendment has no fiscal impact.

Exhibit 1: Amended Lease Agreement

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment to Lease") is made by and between Plaza del Rio Properties, L.L.C., by PDR Management, LLC, its Managing Member (hereinafter called "Landlord"), and City of Peoria, Arizona, an Arizona municipal corporation ("hereinafter called "Tenant").

Recitals

THIS FIRST AMENDMENT TO LEASE is made and entered into as of this _____ day of April 2012, and in reference to the following:

A. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 16, 2011 (the "Lease"); and

B. WHEREAS, the premises ("Leased Premises") located at 13660 N. 94th Drive Road, Peoria, Arizona ("Building") is known as Building D, which consists of approximately 6,800 rentable (6,671 usable) square feet; and

C. WHEREAS, it is the mutual desire of the parties hereto to amend the Lease as hereinafter specified.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scheduled Commencement Date**. The commencement date of February 1, 2012, as stated in the BASIC LEASE INFORMATION, and Section 2, TERM, POSSESSION, of the Lease, shall be revised as follows, "...no later than May 1, 2012."

2. **Ratification**. This First Amendment to Lease constitutes an amendment to an existing lease between the parties. Except as herein expressly modified and amended, all other terms, provisions and agreements contained in the "Lease" shall remain in full force and effect and each party hereby expressly ratifies and reaffirms the same.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease effective the day and year first above written.

LANDLORD:

Plaza del Rio Properties, LLC
By: PDR Management LLC, its Managing Member

By: [redacted]
Sharon Harper, Co-Trustee of the Harper Family Revocable Trust dated November 15, 1998
Its: Member

Date: 4. 6- 12

TENANT:

City of Peoria, Arizona, an Arizona municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

_____
Wanda Nelson, City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

Agenda Item: 21R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: February 21, 2012 **Council Meeting Date: May 1, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Building Code Adoption**

Purpose:

This is a request for City Council to adopt the 2012 International Building Code, 2012 International Residential Code, 2012 International Mechanical Code, 2012 International Plumbing Code, 2012 International Fuel Gas Code, 2012 International Property Maintenance Code, 2012 International Energy Conservation Code, and the 2011 National Electrical Code.

Background/Summary:

The City of Peoria periodically adopts the latest available code editions of the International Code Council and the National Electrical Code, as written by the National Fire Protection Association. This family of codes regulates and governs the conditions essential to ensure that structures are safe, sanitary and fit for occupancy, as well as providing the standards for supplied utilities, and facilities.

Previous Actions:

The current codes were adopted in 2007. The City Council is typically requested to adopt the latest code version every three years. Due to a building code moratorium enacted by the Arizona State Legislature, no new code adoptions were allowed between June 30, 2009 and June 30, 2011. Departmntal outreach to our stakeholders concerning an update to the 2007 code version started with a presentation to the City's Building Appeals Board in September 2011, which unanimously approved moving forward. Next, the Economic Development Services Department held its January 2012 Development Forum, which included a detailed discussion on the code adoption elements and strategy as contained in the materials provided to the Council. In all, there were no concerns voiced to moving forward with code adoption as presented

Options:

A: Adopt the ordinance as presented; or

B: Do not adopt the ordinance and continue enforcing the 2007 building codes.

Staff's Recommendation:

Staff recommends the adoption of an ordinance approving the latest version of the building codes, as the codes of the City of Peoria. The effective date of this ordinance is requested to be May 1, 2013.

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

This ordinance will bring the City of Peoria in line with the most recent available building codes.

Exhibit(s):

Exhibit 1: Code adoption flow chart

Exhibit 2: Ordinance

Contact Name and Number:
Dennis Marks, CBO, Building Development Manager: 623-773-7232

Code Adoption Strategy

Current Adopted Codes	*Proposed Adoption Strategy*
2006 Building Code	2012 Building Code
2006 Residential Code	2012 Residential Code
2006 Energy Code Not currently adopted	2012 Energy Code - Commercial - Residential
2006 Plumbing Code	2012 Plumbing Code
2006 Mechanical Code	2012 Mechanical Code
2006 Electrical Code	2012 Electrical Code
2006 Fuel Gas Code	2012 Fuel Gas Code
2006 Property Maintenance Code	2012 Property Maintenance Code

Commercial
- Adopt 2012, Provisions Optional

Residential
- Adopt 2012, Provisions Mandatory

2012 Green Construction Code
- adopt when available
- Fall 2012

ORDINANCE NO. 2012-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 5 BUILDINGS AND BUILDING REGULATIONS OF THE PEORIA CITY CODE (1992) BY REPEALING SECTION 5-3 PERTAINING TO DWELLING UNIT SECURITY PROVISIONS AND ADOPTING SECTION 5-3 PERTAINING TO INTERNATIONAL ENERGY CONSERVATION – ADOPTED AND AMENDED; AMENDING SECTION 5-4 PERTAINING TO INTERNATIONAL PROPERTY MAINTENANCE CODE – ADOPTED AND AMENDED; REPEALING SECTION 5-7 PERTAINING TO MOVING BUILDINGS AND DESIGNATING SECTION 5-7 AS RESERVED; AMENDING SECTION 5-8 PERTAINING TO SLUM PROPERTY DESIGNATION AND APPEALS; INSPECTION FEES; AMENDING SECTION 5-9 PERTAINING TO BUILDING BOARD OF APPEALS; AMENDING SECTION 5-21 PERTAINING TO INTERNATIONAL BUILDING CODE – ADOPTED AND AMENDED; REPEALING SECTION 5-24 PERTAINING TO INSULATION MATERIALS AND DESIGNATING SECTION 5-24 AS RESERVED; AMENDING SECTION 5-25 PERTAINING TO INTERNATIONAL RESIDENTIAL CODE – ADOPTED AND AMENDED; AMENDING SECTION 5-41 PERTAINING TO NATIONAL ELECTRICAL CODE – ADOPTED AND AMENDED; AMENDING 5-44 INTERNATIONAL PLUMBING CODE – ADOPTED AND AMENDED; AMENDING SECTION 5-76 PERTAINING TO INTERNATIONAL MECHANICAL CODE – ADOPTED AND AMENDED; AMENDING SECTION 5-78 PERTAINING TO FUEL GAS CODE – ADOPTED AND AMENDED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 5 of the Peoria City Code (1992) is amended by repealing Section 5-3 pertaining to Dwelling Unit Security Provisions and adopting Section 5-3 pertaining to International Energy Conservation Code – Adopted and Amended and which shall read as follows:

Sec. 5-3. ~~Dwelling Unit Security Provisions~~ International Energy Conservation Code – Adopted and Amended.

~~(a) Purpose. The purpose of this Section is to establish minimum standards to make dwelling units resistant to unlawful entry.~~

~~(b) Scope. The provisions of this Section shall apply to openings into dwelling units of Group R occupancies and to openings between attached garages and dwelling units. Except for vehicular access, door openings in enclosed attached garages shall be in accordance with the provisions of this section.~~

~~(c) Exceptions. The provisions of this Section shall not apply to the following circumstances:~~

~~(1) An opening in an exterior wall when all portions of such openings are more than 12 feet (3658 mm) vertically or 6 feet (1829 mm) horizontally from an accessible surface of any adjoining yard, court, passageway, public way, walk, breezeway, patio, planter, porch or similar areas.~~

~~(2) An opening in an exterior wall when all portions of such openings are more than 12 feet (3658 mm) vertically or 6 feet (1829 mm) horizontally from the surface of any adjoining roof, balcony, landing, stair tread, platform or similar structure or when any portion of such surface is itself more than 12 feet (3658 mm) above an accessible surface.~~

~~(3) Any opening in a roof when all portions of such roof are more than 12 feet (3658 mm) above an accessible surface.~~

~~(4) Openings when the smaller dimension is 6 inches (152 mm) or less, provided the closest edge of the opening is at least 36 inches (914 mm) from the locking device of the door or window assembly.~~

~~(5) Openings protected by required fire door assemblies having a fire endurance rating of not less than 45 minutes.~~

~~(d) Entry Vision. All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. Such view may be provided by a door viewer having a field of view of not less than 180 degrees through windows or through view ports.~~

~~(e) For swinging doors, the following standards shall apply:~~

~~(1) Strike plate installation shall be governed as follows:~~

~~(i) In wood-frame construction, an open space between trimmers and wood doorjambs shall be solid shimmed by a single piece extending not less than 12 inches (305 mm) above and below the strike plate.~~

~~(ii) Strike plates shall be attached to wood with not less than four No. 8 by 3 –inch (76 mm) screws, which shall have a minimum of ¾- inch (19 mm) penetration into the nearest stud. Strike plates when attached to metal shall be attached with not less than four No. 8 machine screws.~~

~~(iii) All strike plates of doors in pairs shall be installed as tested.~~

~~(2) Hinges. When hinges are exposed to the exterior, at least one of the three required hinges shall be equipped with non-removable hinge pins a mechanical interlock to preclude removal of the door from the exterior by removing the hinge pins. In wood construction, an open space between trimmers and wood doorjambs shall be solid shimmed extending not less than 6 inches (152 mm) above and below the plate.~~

~~(3) Locking hardware. Single-swinging doors and the active leaf of doors in pairs shall be equipped with an approved exterior key-operating deadbolt.~~

(A) A certain document, one copy of which is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "International Energy Conservation Code, 2012 Edition," published by the International Code Council, Inc., is hereby adopted, as amended herein, as the Energy Conservation Code of the City of Peoria.

(B) The International Energy Conservation Code, 2012 Edition, is amended as follows:

Amend Section C101 (Commercial Provisions) as follows:

C101.2 Scope. Delete in its entirety and add as follows:

This code applies to commercial buildings and the building sites and associated systems and equipment on a voluntary participation basis.

SECTION 2. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-4 pertaining to International Property Maintenance Code – Adopted and Amended and which shall read as follows:

Sec. 5-4 International Property Maintenance Code – Adopted and Amended.

(A) A certain document, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "International Property Maintenance Code, ~~2006~~ 2012 Edition," published by the International Code Council is hereby adopted, as amended herein, as the Code for establishing the minimum regulations governing the conditions and maintenance of property, buildings, and structures within the City of Peoria.

(B) The International Property Maintenance Code, ~~2006~~ 2012 Edition, is amended as follows:

Chapter 1, "Scope and Administration", is hereby amended as follows:

Amend Section 101.1 Title, by inserting the words "City of Peoria" as the name of the jurisdiction.

Amend Section 102.3 Application of other codes, by replacing the section in its entirety with the following:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Peoria City Code. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the Peoria City Code.

Amend Section 103.5 Schedule of fees by deleting it in its entirety.

Amend Section 111, Means of Appeal, by deleting Sections 111.2 through 111.8.

Chapter 3, "General Requirements", is hereby amended as follows:

Amend Section 302.4 Weeds, by inserting "six (6) inches" in the first sentence.

Amend Section 303, Swimming Pools, Spas and Hot Tubs by replacing it with the following:

303.1 Swimming pools. Swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 18 inches (457 mm) in depth shall be completely surrounded by a fence or barrier at least 60 inches (1524 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 (1372

mm) inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Pool enclosures and barriers, including gates, locks, latches, doors, alarms and any other safety features, including interior child barriers, shall be maintained in safe and good working order at all times.

Amend Section 304.14 Insect Screens, by inserting the dates “January 1” and “December 31” in the first sentence.

Chapter 6, “ Mechanical and Electrical Requirements”, is hereby amended as follows:

Amend Section 602.3 `Heat supply, by inserting the dates “January 1” and “December 31” in the first sentence.

Amend Section 602.4 Occupiable work spaces, by inserting the dates “January 1” and “December 31” in the first sentence.

SECTION 3. Chapter 5 of the Peoria City Code (1992) is amended by repealing Section 5-7 pertaining to Moving of buildings and designating Section 5-7 as Reserved:

Sec. 5-7. ~~Moving of buildings.~~ Reserved.

~~(a) No used dwelling or other used building shall be moved to any location in the city except as provided in this section.~~

~~(b) Prior to the time the building is moved, the building and the location upon which it is to be situated shall comply with all the requirements of all of the building, plumbing, electrical and sewer ordinances of the city governing the erection of new dwelling houses, except for actual utility hookups.~~

~~(c) The following minimum property development standards shall apply to ground floor area of the main structure, exclusive of one-story open porches and garages or carports, and storage areas:~~

~~See Table 5-6.~~

~~(d) Covered parking of minimum dimensions of ten (10) feet by eighteen (18) feet shall be required in all residential applications. Variances from the provisions of this subsection may be granted by the board of adjustment only in cases involving~~

~~nonconforming lots.~~

~~(e) Storage facilities of minimum dimensions of five (5) feet by seven (7) feet shall be required in all residential applications.~~

SECTION 4. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-8 pertaining to Slum property designation and appeals; inspection fees and which shall read as follows:

Sec. 5-8 Slum property designation and appeals; inspection fees.

(~~a~~A) If the ~~Community Development Director~~ Economic Development Services Director finds that a residential rental property constitutes a "slum property" within the meaning of A.R.S. § 33-1901(3), then the ~~Community Development Director~~ Economic Development Services Director shall issue to the property owner or the owner's statutory agent a written notice of designation, either personally or by certified mail. The notice of designation shall identify what conditions exist on the property that meet the statutory criteria.

(~~b~~B) An owner of a residential rental property that has been designated as a slum property pursuant to Subsection (~~a~~A) of this Section may file an administrative appeal contesting the designation. At the time of filing an administrative appeal, the owner shall pay to the City $150.00 as a fee for processing the appeal. The administrative appeal shall be heard by a hearing officer designated by the City Manager.

(~~c~~C) The decision of the hearing officer on an administrative appeal of a slum property designation shall be the City's final administrative decision.

(~~d~~D) In order to recoup the costs of a City inspection of a slum property or property that is not registered pursuant to A.R.S. § 33-1902, the City shall assess upon a property owner a fee of $50.00 per hour per inspector, with a four-hour minimum fee for an inspection of a slum property.

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

Section 5-9. Building Board of Appeals.

(A) The Building Board of Appeals shall be composed of a total of seven (7) regular members. All members of the Board shall be appointed by the Mayor with the approval of the City Council in accordance with the provisions of this Code. The

members of the Board shall consist of:

(1) One member shall be an Arizona registered architect or structural engineer doing business in the City of Peoria.

(2) One member shall be an Arizona licensed contractor in one or more areas of electrical, mechanical, fire protection or plumbing.

(3) One member with a background or experience in one or more of the following areas: single family home construction, real estate or general construction.

(4) Two members who are private citizens, familiar with the construction industry and trades who are residents of the City.

(5) One member shall be a fire protection engineer.

(6) One member shall be an industrial safety professional with a background in hazardous materials.

(B) All members shall serve without pay. However, members may be reimbursed for their actual expenses incurred in connection with their duties upon authorization or ratification by the City Council.

(C) Members shall be appointed in accordance with Section ~~2-150~~ 2-153 of this Code, with the initial terms being staggered to meet the requirements of that section. Members currently serving who do not meet these qualifications shall continue to serve until their terms are expired.

(D) The Building Board of Appeals is authorized to hear appeals of any final decision or determination of the Building Official relative to the application and interpretation of the following building safety codes adopted and as amended in this Chapter: International Property Maintenance Code, International Building Code, International Residential Code, National Electrical Code, International Mechanical Code, ~~and Uniform Plumbing Code~~ International Plumbing Code, International Energy Conservation Code, and the International Fuel Gas Code.

(E) A written appeal, outlining the Code provision from which relief is sought and the remedy proposed, shall be submitted to the designated Clerk for the Building Board of Appeals within 20 calendar days of notification of a final decision or determination subject to appeal.

SECTION 6. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-21 pertaining to International Building Code – Adopted and

Amended which shall read as follows:

Section 5-21. International Building Code – Adopted and Amended.

(A) A certain document, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "International Building Code, ~~2006~~ 2012 Edition," published by the International Code Council Inc., is hereby adopted, as amended herein, as the Building Code of the City of Peoria.

(B) The International Building Code, ~~2006~~ 2012 Edition, is amended as follows:

(1) Chapter 1, "Scope and Administration", is hereby amended as follows:

"101.1 Title. Insert the words "City of Peoria" as the name of jurisdiction. ~~Also add, "The fees and administrative provisions of Chapter 1 of this Code shall apply to all the adopted technical codes. When there is a conflict between these provisions and those of another technical code, these provisions shall apply. Where there is an administrative provision contained in another technical code and not in this code, then the administrative provision of the technical code shall apply."~~

Amend Section 101.2 Scope by adding the following:

"The fees and administrative provisions of Chapter 1 of this Code shall apply to all the adopted technical codes. When there is a conflict between these provisions and those of another technical code, these provisions shall apply. Where there is an administrative provision contained in another technical code and not in this code, then the administrative provision of the technical code shall apply."

Amend Section 101.2.1 Appendices ~~by replacing it in its entirety with the following:~~ by adding the following:

The following appendices are adopted:

Appendix C – Group U – Agricultural Buildings
Appendix I – Patio Covers
Appendix J - Grading

~~101.2.1 Appendices Appendices C, I and J are adopted in their entirety~~.

101.4 Referenced codes. Shall be deleted in its entirety and revised to read as follows:

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each reference. If another code is referenced elsewhere in this code and has not been adopted, then that section shall be considered invalid. The administrative requirements and fees specified in this Code shall supersede those in other adopted codes when there is a conflict.

Exception: Administrative requirements in the City of Peoria Fire Code

Any references to the ICC Electrical Code shall be deleted and the words "Electrical Code adopted by the City of Peoria and amended from time to time" shall be inserted in lieu thereof.

~~Any references to the International Fuel Gas Code shall be deleted and the words "Plumbing Code adopted by the City of Peoria and amended from time to time" shall be inserted in lieu thereof.~~

~~Any references to the International Plumbing Code shall be deleted and the words "Plumbing Code adopted by the City of Peoria and amended from time to time" shall be inserted in lieu thereof.~~

~~Any references to the International Fire Code shall be deleted and the words "Fire Code adopted by the City of Peoria and amended from time to time" shall be inserted in lieu thereof.~~

Any references to the International Zoning Code shall be deleted and the words "Zoning Code of Peoria and amended from time to time" shall be inserted in lieu thereof.

Any references to the International Private Sewage Disposal Code shall be deleted. ~~or International Energy Conservation Code shall be deleted except that the requirements of the 2006 International Energy Conservation Code shall only apply to all buildings regulated by the 2006 International Residential Code as adopted by the City of Peoria.~~

~~101.4.1 Electrical. The provisions of the Electrical Code adopted by the City of Peoria and amended from time to time shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

~~101.4.2~~ 101.4.1 Gas. The provisions of the International Fuel Gas Code adopted by the City of Peoria and amended from time to time shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories.

~~101.4.3~~ 101.4.2 Mechanical. The provisions of the Mechanical Code adopted by the City of Peoria and amended from time to time shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

~~101.4.4~~ 101.4.3 Plumbing. The provisions of the International Plumbing Code as adopted by the City of Peoria and amended from time to time shall apply to the installation alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all applicable aspects of a medical gas system.

~~101.4.5~~ 101.4.4 Property maintenance. The provisions of the Property Maintenance Code adopted by the City of Peoria and amended from time to time shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety, hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

~~101.4.7~~ 101.4.5 Fire prevention. The provisions of the Fire Code adopted by the City of Peoria and amended from time to time shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire or explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 ~~International Energy Conservation Code.~~ Energy. The provisions of the International Energy Conservation Code shall apply to all matters governing the design and construction of those structures regulated by the International Residential Code as adopted by the City of Peoria. Furthermore, the provisions of the International Energy Conservation Code may apply, on a voluntary basis, to all matters governing the design and construction of those structures regulated by the International Building Code as adopted by the City of Peoria.

~~101.4.1~~ 101.4.7 Electrical. The provisions of the Electrical Code adopted by the City of Peoria and amended from time to time shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

105.2 Work exempt from permit, Building, Item 1.

Delete Item 1 and replace with the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses provided the floor area of the structure does not exceed 200 square feet (18.58 m2).

~~105.2 Work exempt from permit, Building, Item 2.~~

~~Amend to read as follows:~~

~~2. Fences and other minor non-occupiable structures not over 6'-8" (2023 mm) high except as required by the Peoria City Code.~~

105.2 Work exempt from permit, Building, Amend by adding the following:

14. Re-roofing and roof repairs performed in accordance with IBC 1510
15. Hot-water re-circulators
16. Water Softeners and Soft Water Loops

Add the following subparagraph to Section ~~106.1.1~~ 107.2:

~~106.1.1.2~~ 107.2.6.1 Shell Building Permit Application Drawings.

~~106.1.1.2.1~~ 107.2.6.2 Exit Discharge Illumination. If two or more exits are required for a shell building as determined by the Code, then emergency exterior exit discharge illuminations shall be required for all exterior exit doors and the permit application drawings shall show such illumination for all exterior exit doors.

~~106.1.1.2.2~~ 107.2.6.3 Exterior Exit Door Accessibility. All exterior doors for a shell building shall be accessible and shall be shown as such on the permit application drawings. Accessible egress doors shall be on an accessible route of travel to the public way or an approved alternate.

~~106.1.1.2.3~~ 107.2.6.4 Exterior Signs. Shell building permit application drawings shall comply with NEC 600.5 for each front entrance. Tenant exterior sign locations shall be provided with a 20 amp, 120 volt circuit to 4-gang junction box. Drawings shall show ¾" conduit routed and 3#12, 1#12 ground to a junction box inside building to tenant panel or inside building near vicinity of future tenant panel. Drawings shall show separate branch circuits for each sign junction box.

~~108.2~~ 109.2 Schedule of permit fees. Add the following paragraph:

~~Plan Review fee shall be sixty five (65%) of the permit fee as shown in Table 5-21.~~

~~A plan review fee shall not be less than $50.00.~~

The following fee schedule will be applicable to residential and non-residential projects.

SEE TABLE 2-209

Plan Review fee shall be sixty five (65%) of the permit fee as shown in Table 2-209. A plan review fee shall not be less than $50.00. The fee schedule in Table 2-209 shall be applicable to residential and non-residential projects.

~~108.3~~ 109.3 Building permit valuations. The following paragraphs shall be added after the last sentence:

> For the purposes of determining valuations Table ~~5-22~~ 2-209 shall be used. The valuation for any shell-only buildings shall be permitted to be reduced by 20 percent. When a foundation-only permit is authorized by the Building Official, it shall be permitted to include the foundation, interior underground utilities and any interior slab-work when so specified. Any valuation not specifically provided for shall be determined by the Building Official and shall be classified in the use and construction type it most nearly resembles.

~~Amend 110.4 Temporary Occupancy, by adding the following to the end of the paragraph:~~

~~The building official may require a financial guarantee in the form of a completion performance bond, cash deposit, financial letter of credit, assignment of funds or other approved instrument, in an amount no less than one hundred twenty-five percent of the estimated cost of work remaining to be completed prior to issuance of a temporary certificate of occupancy. A specific date for completion shall be established by the building official.~~

(2) Chapter 3, “Use and Occupancy Classification”, is hereby amended as follows:

Amend Section ~~308.2~~ 308.3 by ~~replacing it in its entirety~~ amending the first sentence with the following:

~~308.2~~ 308.3 Group I-1. This occupancy shall include buildings, structures or ~~parts~~ portions thereof ~~housing~~ for more than 10 persons~~,~~ who reside on a 24-hour basis in a supervised environment and receive custodial care. ~~, who because of age, mental disability or other reasons, live in a residential environment that provides services. supervisory care The occupants are capable of responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to,~~

~~the following:~~

~~Residential board and care facilities~~
~~Assisted living centers~~
~~Halfway houses~~
~~Group homes~~
~~Congregate care facilities~~
~~Social rehabilitation facilities~~
~~Alcohol and drug abuse centers~~
~~Convalescent facilities~~

~~A facility such as the above with 10 or fewer persons shall be classified as a Group R-4 Condition 1 or shall comply with the *International Residential Code* in accordance with Section 101.2 where the building is in compliance with Section 419 of this code.~~

Amend Section 308.3.1 by replacing it in its entirety with the following:

308.3.1 Five or fewer persons receiving care. A facility such as the above with five or fewer persons receiving such care shall be classified as Group R-3.

Amend Section ~~308.3~~ 308.3.2 by replacing it in its entirety with the following:

308.3.2 Six to ten persons receiving care. A facility such as the above housing not fewer than six and not more than 10 persons receiving such care shall be classified as Group R-4.

~~308.3 Group I-2. This occupancy shall include buildings and structures used for medical, surgical, psychiatric, nursing, custodial, personal, or directed care on a 24-hour basis of more than five persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:~~

~~Hospitals~~
~~Nursing homes (both intermediate-care facilities and skilled nursing facilities)~~
~~Mental hospitals~~
~~Detoxification facilities~~

Amend Section ~~308.3~~ 308.4.1 by replacing it in its entirety with the following:

A facility such as the above with five or fewer persons receiving such care shall be classified as Group R-3 ~~or shall comply with the *International Residential Code* in accordance with Section 101.2.~~

~~This occupancy shall also include buildings and structures used for assisted living~~

~~homes providing supervisory, personal, or directed care on a 24-hr basis of more than 10 persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. A facility such as the above with ten or fewer persons shall be classified as R-4 Condition 2.~~

~~Amend Section 310.1 by replacing the paragraph for R-4 with the following:~~

~~310.1…R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living homes including more than 10occupants, excluding staff.~~

~~310.1.1 Condition 1. This occupancy condition shall include facilities licensed to provide supervisory care services, in which occupants are capable of self-preservation by responding to an emergency situation without physical assistance from staff. Condition 1 facilities housing more than 10 persons shall be classified as a Group I-1.~~

~~310.1.2 Condition 2. This occupancy condition shall include facilities licensed to provide personal or directed care services, in which occupants are incapable of self-preservation by responding to an emergency without physical assistance from staff. Condition 2 facilities housing more than 10 persons shall be classified as Group I-2.~~

~~R-4 occupancies shall meet the requirements for construction as defined in Group R-3 except as otherwise provided for in this code, and Section 419 or shall comply with the International Residential Code in accordance with section 101.2 where the building is in compliance with Section 419 of this code~~

~~Amend Section 310.2 by replacing the definitions for Personal Care Service and~~

~~Residential Care/Assisted Living Home and providing new definitions for Directed Care~~
~~Service and Supervisory Care Service as follows:~~

~~310.2 Definitions~~

~~**PERSONAL CARE SERVICE**. Assistance with activities of daily living that can be performed by persons without professional skills or professional training and includes the coordination or provision of intermittent nursing services and the administration of medications and treatments.~~

~~**DIRECTED CARE SERVICE.** Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need, or making basic care decisions.~~

~~**SUPERVISORY CARE SERVICE**. General supervision, including daily awareness of resident functioning and continuing needs.~~

~~**RESIDENTIAL CARE/ASSISTED LIVING HOME**. A building or part thereof housing a maximum of 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides supervisory, personal, or directed services. This classification shall include, but not be limited to, the following: residential board and care facilities, assisted living homes, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug abuse centers and convalescent facilities.~~

~~Add a new section 310.3 to Section 310 to read as follows:~~

~~310.3 Sound attenuation. Residential Group R buildings shall be subject to the following provisions:~~

~~1) Buildings shall be designed for a maximum interior noise level of 45 decibels.~~
~~2) Exterior wall penetrations by pipe ducts or conduits shall be caulked.~~
~~3) Mailboxes shall not be used through the door or wall.~~
~~4) Windows shall have two panes of glass and sound transmission rating of STC-22.~~
~~All operable windows shall be weather stripped and airtight in accordance with ASTM R-283-84-T Standard. Perimeter window frames shall be sealed to airtight specifications.~~
~~5) All non-glazed portions of exterior side-hinged doors shall be solid-core wood or foam-filled fiberglass or metal and three-quarters inch thick and fully weather stripped. The perimeter of all exterior doorframes shall be sealed to airtight specifications.~~
~~6) Fireplaces shall be provided with well fitting dampers, unless otherwise prohibited elsewhere in the Code.~~
~~7) Exterior walls shall be at least four inches in nominal depth and shall be finished on the outside with block, siding, sheathing, or stucco on one-inch Styrofoam. R- 19 Fiberglass or cellulose insulation shall be installed continuously throughout the cavity space behind the wall.~~
~~8) R-30 fiberglass or cellulose insulation of at least eight inches in depth and shall be installed continuously throughout roof rafter/joist attic spaces and be at least eight inches in depth in the cavity space between the rafters.~~

~~(3) Chapter 4, Special Detailed Requirements Based on Use and Occupancy", is hereby amended as follows:~~

~~Amend Section 406.1.4 (1), "Separation" by replacing it in its entirety with the following:~~

~~1. The private garage shall be separated from the dwelling unit and its attic area by means of a minimum 1/2-inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch Type X gypsum board or equivalent. Door openings between a private garage and the dwelling unit shall be equipped with either solid wood doors, or solid or honeycomb core steel doors not less than 1-3/8 inches (34.9 mm) thick, or doors in compliance with Section 715.3.3. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching. In buildings protected with an automatic fire sprinkler system, including the private garage, the room finish materials shall be permitted to be a minimum 1/2-inch (12.7 mm) gypsum board applied to the garage side.~~

~~Add new section 421, Residential Care/Assisted Living Homes", to read as follows:~~

~~421 RESIDENTIAL CARE/ASSISTED LIVING HOMES~~

~~421.1 Applicability. The provisions of this section shall apply to a building or part thereof housing not more than 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides licensed care services. Except as specifically required by this division, R-4 occupancies shall meet all applicable provisions of Group R-3.~~

~~421.2 General. Buildings or portions of buildings classified as R-4 occupancies shall meet all the applicable provisions of Group R-3, may be constructed of any materials allowed by this code, shall not exceed two stories in height nor be located above the second story in any building, and shall not exceed 2000 square feet above the first story except as provided in Section 506.~~

~~421.3 Special Provisions. R-4 occupancies having more than 2000 square feet of floor area above the first floor shall be of not less than one-hour fire-resistive construction throughout.~~

~~421.3.1 Mixed Uses. R-4 occupancies shall be separated from other uses as provided in Table 302.3.2.~~

~~421.4 Access and Means of Egress Facilities.~~

~~421.4.1 Accessibility. R-4 occupancies shall be provided with at least one accessible route per the Arizonans with disabilities act. Sleeping rooms and associated toilets shall be accessible.~~

~~Exception: Existing buildings shall comply with Section 3409. Bathing and toilet facilities need not be made accessible, but shall be provided with grab bars in accordance with ICC/ANSI A 117.1.~~

~~421.4.2 Exits~~

~~421.4.2.1 Number of Exits. Every story, basement, or portion thereof shall have not less than two exits.~~

~~Exception: Basements and stories above the first floor containing no sleeping rooms may have one means of egress as provided in Chapter 10.~~

~~421.4.2.2 Distance to Exits. The maximum travel distance shall comply with Section 1004, except that the maximum travel distance from the center point of any sleeping room to an exit shall not exceed 75 feet.~~

~~421.4.2.3 Emergency Exit Illumination. In the event of a power failure, exit illumination shall be automatically provided from an emergency system powered by storage batteries or an onsite generator set installed in accordance with the Electrical Code adopted by the City of Peoria.~~

~~421.4.2.4 Emergency Escape and Rescue. R-4 occupancies shall comply with the requirements of Section 1025, except that Exception 1 to Section 1025.1 does not apply to R-4 occupancies.~~

~~421.4.2.5 Delayed egress locks. In R-4 Condition 2 occupancies, delayed egress locks shall be permitted in accordance with Sections 1008.1.3.4 and 1008.1.8.6, items 1, 2, 4, 5 and 6.~~

~~421.5 Smoke Detectors and Sprinkler Systems~~

~~421.5.1 Smoke Alarms. All habitable rooms and hallways in R-4 occupancies shall be provided with smoke alarms installed in accordance with Section 907.2.10.~~

~~421.5.2 Sprinkler Systems. R-4 occupancies shall be provided with a sprinkler system installed in accordance with Section 903.2.9. Sprinkler systems installed under this Section shall be installed throughout, including attached garages, and in Condition 2 facilities shall include attics and concealed spaces of or containing combustible materials. Such systems may not contain unsupervised valves between the domestic water riser control valve and the sprinklers. In R-4 Condition 2 occupancies, such systems shall contain water-flow switches electrically supervised by an approved supervising station, and shall sound an audible signal at a constantly attended location.~~

~~(4) Chapter 5, “General Building Heights and Areas”, is hereby amended as follows:~~

~~Section 507, “Unlimited Area Buildings”, is hereby amended to read as follows: Amend Section~~

~~507.3 by adding the following language:~~

~~Such buildings may contain other occupancies, without H fire areas, provided that such occupancies do not occupy more than 10 percent of the area of any floor of a building, nor more than the tabular values permitted in the occupancy by Table 503 for such occupancy.~~

~~Exception: Group H fire areas as permitted by Section 507.6.~~

(~~5~~3) Chapter 9, Fire Protection Systems is hereby amended by deleting the entire chapter and replacing with the following:

~~Chapter 9~~
~~Fire Protection Systems~~

~~901~~ Chapter 9, Fire Protection Systems. Fire protection systems shall be installed, repaired, operated and maintained in accordance with Chapter 9, Sections 9-31, 9-32 and 9-33 of the Peoria City Code (1992).

(~~6~~4) Chapter 10, “Means of Egress”, is hereby amended as follows:

Amend Exception 4 to Section 1008.1.2, by replacing it in its entirety with the following:

~~3~~ 4. Doors within or serving a single dwelling unit in Groups R-2, R-3 as applicable in Section 101.2, and R-4.

(~~7~~5) Delete Chapter 11, “Accessibility”, in its entirety and insert, in lieu thereof, the following:

1101 Accessibility. The “Arizonans with Disabilities Act" (Arizona Revised Statutes, Title 41, Chapter 9, Article 8), and the "Arizonans with Disabilities Act Implementing Rules" (Arizona Administrative Code, Title 10, Chapter 3, Article 4), which rules incorporate the federal "Americans with Disabilities Act Accessibility Guidelines Checklist for Buildings and Facilities," be and the same is hereby adopted as the Arizonans with Disabilities Act of the City. These standards and specifications apply to public entities, public accommodations, and commercial facilities, as defined by those

laws, regulations, and guidelines. For public entities, the standards and specifications apply to new construction and alterations and are not required in buildings or portions of existing buildings that do not meet the standards and specifications. For public accommodations and commercial facilities, the standards and specifications shall apply to new construction and alterations commenced after the effective date of such standards and specifications.

~~Amend as follows:~~

~~**1101.1 Parking Stall Requirements**~~

~~**1101.1.1 Universal Parking Stall Size Universal Stalls** shall be eleven (11) feet wide and twenty (20) feet long. Stall measurements shall be taken for 90-degree angle of parking.~~

~~**1101.1.2 Van Accessible Parking Stall Size** Van Accessible stalls shall be eight (8) feet wide and twenty (20) feet long. Stall measurements shall be taken for 90-degree angle of parking. An access aisle on the right side of the van accessible stall shall be provided and shall be eight (8) feet wide and twenty (20) feet long.~~

~~**1101.1.3 Stall Identification**: Stalls, inclusive of the access aisle, shall be outlined with prominent lines a minimum of four (4) inches wide on all four (4) sides, and the access aisle shall also be marked with forty-five (45) degree cross-hatching. The color scheme of handicapped accessible stalls and access aisles shall provide a distinct contrast to the nonaccessible parking spaces.~~

~~**1101.1.4 Identification on the Ground**. The International symbol of handicapped accessibility shall be displayed on the ground within each stall.~~

~~**1101.1.5 Wall or Post Signage**. A sign displaying, at minimum, the verbiage, "RESERVED PARKING," printed in blue on a white background in accordance with A.R.S. § 28-884, shall be permanently mounted either to a stationary post or to a wall located directly in front of the stall, with the bottom of the sign a minimum of three (3) feet and not more than six (6) feet above the parking surface. The sign shall be located and maintained so as to be clearly visible to any vehicle entering the parking stall.~~

~~**1101.1.6 Van Accessible Stalls**. An additional sign with the verbiage, "VAN ACCESSIBLE," and the International symbol of accessibility, shall be mounted below the above-referenced wall or post sign.~~

~~**1101.2 Accessible Route of Travel**~~

~~**1101.2.1 Surface texture**. Surfaces along the accessible route, including crosswalks, shall be stable, firm, and slip resistant. Irregular surfaces such as cobblestone, uneven brick, concrete pavers, or similar surfaces are prohibited, with the exception that brick and concrete pavers with grooves between pavers not exceeding ¼ inch depth are permitted.~~

~~**1101.3 Detectable Warnings, Where Required**~~

~~**1101.3.1 Crosswalk Ramps**. Each end of a crosswalk shall have truncated domes for a minimum space of twenty-four (24) inches in depth and the width of the crosswalk. The remainder of the accessible route between the truncated domes and sidewalk shall be scored.~~

~~**1101.3.2 Curb Ramps**. A curb ramp shall be a minimum of thirty-six (36) inches in width, exclusive of flared sides. The slope of a flared side may not exceed 10%. Truncated domes shall be applied to the full width and depth of the curb ramp and to the area of transition between the ramp and the access aisle, for a minimum space of thirty-six (36) inches in depth and the width of the access aisle. Flared sides shall have scored concrete.~~

~~**1101.3.3 Sidewalk Ramps**. Sidewalk ramps located at each side of the access aisle shall contain scored concrete for their full width and depth.~~

~~**1101.3.4 Detectable Warning Materials**. Detectable warnings shall be of an approved material. Truncated dome pavers are the only approved detectable warning material. Truncated domes produced by molding or stamping the top surface of freshly poured concrete and surfaced-applied products are not an approved installation and are not permitted.~~

1102 Fair Housing. The “Arizona Fair Housing Act” (Arizona Revised Statutes Title 41, Chapter 9, Article 7) and the “Arizona Fair Housing Act Rules” (Arizona Administrative Code Title 10, Chapter 2, Article 1) which incorporate and reference the “Federal Fair Housing Act rules” (24 CFR 40) are adopted as the “Fair Housing Act of the City of Peoria,” and shall apply to new construction and alterations and are not required in buildings or portions of existing buildings that do not meet the standards and specifications and this act is hereby referred to, adopted and made a part hereof as though fully set forth in this section.

(~~8~~6) Chapter 12, “Interior Environment” is hereby amended as follows:

Add new subsection 1207.4 to section 1207, “Sound Attenuation”, to read as follows:

1207.4 Sound attenuation. All residential buildings or portions of buildings where the

public is received, office areas and where normal noise level is low for first occupancy, including libraries, schools and churches, pursuant to building permits issued after December 31, 2001 in order to achieve a maximum interior noise level of forty-five (45) decibels in areas within the noise contours described in ARS section 28-8461, paragraph 8, subdivision (a), (b) or (c), as applicable.

These sound attenuation requirements do not apply to ancillary buildings used in agricultural land use.

If the gross floor area of a structure or project is expanded by less than fifty (50) percent, the requirements of this section apply only to the area of expansion. If the gross floor area of a structure or project is expanded by fifty (50) percent or more, the requirements of this section apply to the entire structure, except for single family, mobile home, manufactured housing unit or duplex dwellings or any multifamily property used for residential purposes.

The Building Official may approve as an alternative, a certification by an architect or engineer registered pursuant to Title 32, Chapter 1 to achieve a maximum interior noise level of forty-five (45) decibels at time of final construction."

(~~9~~7) Chapter 15, "Roof Assemblies and Rooftop Structures", is hereby amended to reads as follows:

~~Replace~~ Amend Section 1503.4 ~~with~~ by adding the following:

~~[P] **1503.4 Roof drainage**. Design and installation of roof drainage systems shall comply with Section 1503.4 and the International Plumbing Code (2006).~~

~~**1503.4.1 Gutters**. Gutters and leaders placed on the outside of buildings shall be of noncombustible material or a minimum of Schedule 40 plastic pipe. This requirement shall apply to buildings other than Group R-3 as applicable in Section 101.2, private garages, and buildings of Type V construction,~~

~~**1503.4.2**~~ **1503.4.4** **Where required**. All roofs, paved areas, yards, courts, and courtyards shall drain into a separate storm sewer system, a combined sewer system, or an approved place of disposal.

~~**1503.4.3**~~ **1503.4.5** **Roof design**. Roofs shall be designed for the maximum possible depth of water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges, or serviceable drains in combination with the deflected structural elements. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked.

~~**1504.4 Overflow drainage required**. Overflow (emergency) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.~~

~~**1504.4.1 Separate systems required**. Overflow roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location which would normally be observed by the building occupants or maintenance personnel.~~

~~**1504.4.2 Overflow drains and scuppers**. Where roof drains are required, overflow drains having the same size as the roof drains shall be installed with the inlet flow line located 2 inches (51 mm) above the low point of the roof. As an alternative, overflow scuppers having three times the size of roof drains may be installed in the adjacent parapet walls. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by the Plumbing Code. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.~~

~~Add a new paragraph 1503.6 as follows:~~

~~**1503.6 Crickets and saddles**. A cricket or saddle shall be installed on the ridge side of any chimney greater than 30 inches (762 mm) wide. Cricket or saddle coverings shall be sheet metal of the same material as the roof covering.~~

(~~10~~8) Chapter 17, “Structural Tests and Special Inspections”, is hereby amended as follows:

Section ~~1704.5~~ 1705.4, “Masonry construction”, is amended by adding two additional exceptions to read as follows:

4. Masonry fences ~~six~~ seven feet ~~eight inches~~ or less in height above grade.
5. Masonry retaining walls four feet or less in height from bottom of footing to top of wall unless supporting a surcharge or impounding flammable liquids.

~~(11) Chapter 29, “Plumbing Systems” is hereby amended as follows:~~

~~Amend Section 2902 by adding the following:~~

~~**2902.7. Drinking Fountains**~~

~~**2902.7.1 Approval.** Drinking fountains shall conform to ASME A112.19, ASME~~

~~112.19.2M, or ASME A112.19.19M. Water coolers shall conform to ARI 1010. Drinking fountains and water coolers also shall conform to NSF61, Section 9. Where water is served in restaurants, drinking fountains shall not be required. In other occupancies where drinking fountains are required, bottled water dispensers or water coolers shall be permitted to be substituted.~~

~~**2902.7.2 Prohibited locations.** Drinking fountains, water coolers, and dispensers shall not be installed in public restrooms.~~

(~~12~~9) Chapter 31, "Special Construction" Is hereby amended as follows:

Delete Section 3109 in its entirety and replace with the following:

Section 3109
SWIMMING POOL ENCLOSURES AND SAFETY DEVICES

3109.1 General. Swimming pools shall comply with the requirements of this Section and other applicable Sections of this Code.

3109.2 Definitions. For the purposes of this Section and as used elsewhere in this Code, the following words and terms shall mean:

BARRIER. Any permanent structure or combination thereof, including but not limited to a fence, building wall, or wall, intended to protect children under the age of seven (7) years old residing or intended to reside at the dwelling where the swimming pool is located. The barrier is intended to prevent unauthorized and unaccompanied access into the pool enclosure from the dwelling by children under the age of seven (7) years old.

ENCLOSURE. Any permanent structure or combination thereof, including but not limited to a fence, building wall, or wall, intended to restrict access to a swimming pool from public property or adjacent private property.

RESIDENTIAL SWIMMING POOL. Any swimming pool accessory to and on the same parcel as a Group R-3 occupancy.

SWIMMING POOL. Any structure intended for swimming, recreational bathing, or wading that contains water over 18 inches (457 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas; and fixed-in-place wading pools.

3109.3 Semi-Public swimming pools. Public swimming pools shall be completely enclosed by a fence at least 60 inches (1524 mm) in height or an approved screen enclosure. Openings in the fence shall not permit the passage of a 4-inch-diameter

(102 mm) sphere. The fence or screen enclosure shall be equipped with self-closing and self-latching gates.

3109.4 Residential swimming pools. Residential swimming pools shall comply with Sections 3109.4.1 though 3109.4.3.

3109.4.1 Enclosure and Barrier height and clearances. The top of the enclosure or barrier shall be at least 60 inches (1524 mm) above grade measured on the side of the enclosure or barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the enclosure or barrier shall be 2 inches (51 mm) measured on the side of the enclosure or barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the enclosure or barrier is authorized to be at ground level or mounted on top of the pool structure. The maximum vertical clearance between the top of the pool structure and the bottom of the enclosure or barrier shall be 4 inches (102 mm).

3109.4.1.1 Openings. Openings in the enclosure or barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

3109.4.1.2 Solid enclosure or barrier surfaces. Solid enclosures or barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

3109.4.1.3 Closely spaced horizontal members. Where the enclosure or barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

3109.4.1.4 Widely spaced horizontal members. Where the enclosure or barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm).

3109.4.1.5 Chain link dimensions. Maximum mesh size for chain link fences shall be a 1.75 (44 mm). Chain link material shall be no less than 11 gage.

3109.4.1.6 Non-vertical and non-horizontal members. Where the enclosure or barrier is composed of non-vertical and or non-horizontal members, the maximum

opening formed by such members and any adjacent horizontal and or vertical members shall be no more than 1.75 inches (44 mm).

3109.4.1.7 Gates. ~~Access gates shall comply with the requirements of Sections 3109.4.1.1 through 3109.4.1.6 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a padlock. Release mechanisms shall be in accordance with Sections 1008.1.8 and 1109.13. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the underlying ground measured on the side opposite the pool, the release mechanism shall be located on the pool side of the gate at least 5 inches (127 mm) below the top of the gate, and the gate and enclosure or barrier shall have no opening greater than 0.5 inch (12.7 mm) within 24 inches (457 mm) of the release mechanism.~~

1 .All gates shall be equipped to accommodate a locking device and shall comply with the requirements of Sections 3109.4.1.1 through 3109.4.1.6.

2 All single-leaf gates less than 5' in width shall be consideed pedestrian access gates. Pedestrian access gates shall open outward away from the pool and shall be self-closing and self-latching. Single-leaf gates 5' in width or greater shall be secured with a locking device.

3. Gates other than pedestrian access gates that ARE NOT the sole means of access from the front of the house to the back of the house shall be secured with a locking device.

4. Gates other than pedestrian access gates that ARE the sole means of access from the front of the house to the back of the house shall have the active leaf self-closing and self-latching, unless there is a compliant barrier between the gate and the pool.

5. On gates that are required to be self-closing and self-latching, release mechanisms shall be located at least 54 inches above grade measured from the opposite side of the pool. Where the release mechanism is located less than 54 inches, the release mechanism shall be located on the pool side of the gate at least 5 inches below the top of the gate, and the gate and enclosure or barrier shall have no opening greater than 0.5 inches within 24 inches of the release mechanism.

6. Springs used to make a gate self-closing shall be mounted in such a manner that the spring pushes the gate to a closed position.

3109.4.1.8 Dwelling wall as an enclosure or barrier. Where a wall of a dwelling

serves as part of the enclosure or barrier, one of the following shall apply:

1. Between the swimming pool and the dwelling, a minimum 60 inch (1524 mm) high wall, fence or barrier shall be provided that meets all of the requirements of Section 3109.4.1.

2. The pool shall be equipped with a power safety cover which complies with ASTM F 1346.

3. All ground level doors or other doors with direct access to the swimming pool shall be equipped with a self-latching device which meets the requirements of Section 3109.4.1.7. Emergency escape and rescue openings from sleeping rooms with access to the swimming pool shall be equipped with a self-latching device which meets the requirements of Section 3109.4.1.7. All other openable dwelling unit windows shall be equipped with a screwed in place wire mesh screen or a keyed lock that prevents opening the window more than four inches (102 mm) or a latching device located not less than 54 inches (1372 mm) above the floor.

4. Doors with direct access to the pool through that wall shall be equipped with an alarm that produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed in accordance with UL 2017. The audible alarm shall activate within 7 seconds and sound continuously for a minimum of 30 seconds after the door and/or its screen, if present, are opened and be capable of being heard throughout the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means, such as a touchpad or switch, to temporarily deactivate the alarm for a single opening. Such deactivation shall last for not more than 15 seconds. In dwellings not required to be Accessible, Type A or Type B units, the deactivation switch shall be located 54 inches (1372 mm) or more above the threshold of the door. In dwellings required to be Accessible, Type A or Type B units, the deactivation switch(es) shall be located at 54 inches (1372 mm) maximum and 48 inches (1219 mm) minimum above the threshold of the door.

5. Pet doors with direct access to the pool shall not be allowed.

Exceptions:

1. Swimming pools accessory to R-3 occupancies where no children under the

age of seven (7) years of age reside or are intended to reside. An affidavit shall be required to be signed by the property owner prior to permit issuance stating whether children under the age of seven (7) are to be residents at the permit address.

2. Lake front properties shall provide audible alarm or self-latching devices on doors and window exiting to lake areas consistent with the standards set forth in this section to facilitate equal protection to children from swimming pools and natural or man-made bodies of water which are accessible. Audible alarms shall not be considered equal protection where occupant(s) other than the child are hearing impaired. The enclosure is required, except along the shore line.

3. Swimming pools and spas with a maximum water surface area of sixty-four (64) square feet shall be exempt from the barrier requirements of this section provided that one or more the following conditions exist:

   a. The swimming pool or spa is located in an adult community that is separated from other non-adult communities by a minor or a major arterial street or by a fence complying with the provisions of this chapter.

   b. The swimming pool or spa shall be equipped with a safety cover complying with ASTM F1346 and maintained in a locked position when not in use.

   c. The swimming pool or spa edge shall be at a minimum of 36 inches (914 mm) above grade.

3109.4.1.9 Pool structure as barrier. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier which meets the requirements of Sections 3109.4.1.1 though 3109.4.1.8. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inchdiameter (102 mm) sphere.

3109.4.1.10 Required distance from water's edge. The enclosure or barrier shall be no less than 20 inches (508 mm) from the water's edge.

3109.4.2 Indoor residential swimming pools. Walls surrounding indoor residential swimming pools shall not be required to comply with Section 3109.4.1.8.

3109.4.3 Prohibited locations. Enclosures or barriers for residential swimming pools shall be located so as to prohibit permanent structures, equipment, or similar objects

from being used to climb the enclosures or barriers.

3109.5 Entrapment avoidance. Suction outlets shall be designed to produce circulation throughout the pool or spa. Single-outlet systems, such as automatic vacuum cleaner systems, or other such multiple suction outlets whether isolated by valves or otherwise shall be protected against user entrapment.

3109.5.1 Suction Fittings. All pool and spa suction outlets shall be provided with a cover that conforms to ASME A112.19.8M, a 12-inch by 12-inch (305 mm by 305 mm) drain grate or larger, or an approved channel drain system.

Exception: Surface Skimmers

3109.5.2 Atmospheric vacuum relief system required. All pool and spa single- or multiple-outlet circulation systems shall be equipped with an atmospheric vacuum relief should grate covers located therein become missing or broken. Such vacuum relief systems shall include at least one approved or engineered method of the following types:

1. Safety vacuum release systems conforming to ASME 112.19.17; or
2. Approved gravity drainage system.

3109.5.3 Dual drain separation. Single- or multiple-pump circulation systems shall be provided with a minimum of two suction outlets of the approved type. A minimum horizontal or vertical distance of 3 feet (914 mm) shall separate such outlets. These suction outlets shall be piped so that water is drawn through them simultaneously through a vacuum-relief-protected line to the pump or pumps.

3109.5.4 Pool cleaner fittings. Where provided, vacuum or pressure cleaner fitting(s) shall be located in an accessible position(s) at least 6 inches (152 mm) and not greater than 12 inches (305 mm) below the minimum operational water level or as an attachment to the skimmer(s).

~~Section 3110~~
~~SWIMMING POOLS, SPAS AND HOT TUBS~~

~~3110.1 Application for Permit~~

~~3110.1.1 Application for permits for new construction shall be accompanied by plans in duplicate, and in sufficient detail including the following:~~

~~(a) Plot plans shall show at least the following:~~
~~1. Access point for excavation~~

~~2. Property lines, easements, right of way of record and overhead utilities adjacent to pool area~~
~~3. Location of pool heater if applicable~~
~~4. Existing structures, fencing, retaining walls and other relevant characteristics adjacent to pool, spa or hot tub area~~
~~5. The proposed pool, spa or hot tub area~~
~~6. The proposed mechanical equipment pad location as to setbacks and side yards.~~
~~7. All deck equipment items, if included~~

~~(b) A structural plan showing at least the following:~~
~~1. The type of construction, whether gunite, poured concrete, prefabricated or other.~~
~~2. The dimension, including depth, and adequate cross-sections.~~
~~3. Computations, stress diagrams, and other reinforcing steel schedule and detail.~~
~~4. The interior finish detail~~
~~5. The pool edge details~~
~~6. All electrical panels and timer switch locations.~~
~~7. Pools shall be designed and constructed per the city adopted International Residential Code, 2006 edition, Appendix G, AG103 and/or AG104.~~

~~**3110.1.2** A fire permit shall be required for heating systems utilizing liquefied petroleum gas storage tanks which exceed 125 gallons, issued by the City of Peoria Fire Department.~~

~~**3110.1.3** Plans for other than private swimming pools shall be submitted bearing approval by the Maricopa County and/or State of Arizona.~~

~~**3110.2 Inspections Required**~~

~~(a) Pre-gunite Inspection to be performed prior to piping and any other work being covered or concealed including structural steel, electric, and mechanical equipment. Closed system PVC water piping to be tested at minimum 35 psi, all other piping to be under static water or air test.~~

~~(b) Pre-Plaster Inspection All electrical, plumbing, mechanical and structural to be complete including pool enclosures and barriers with the only work remaining being the application of finished surface material of pool floors and walls.~~

SECTION 7. Chapter 5 of the Peoria City Code (1992) is amended by repealing Section 5-24 pertaining to Insulation materials and designating Section 5-24

as Reserved as follows:

Sec. 5-24. ~~Insulation materials.~~ Reserved.

~~The use of foamed-in-place insulation materials containing formaldehyde for insulation of buildings is prohibited.~~

SECTION 8. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-25 pertaining to International Residential Code – Adopted and Amended and which shall read as follows:

Sec. 5-25. International Residential Code – Adopted and Amended.

(A) A certain document, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "International Residential Code, ~~2006~~ 2012 Edition," published by the International Code Council is hereby adopted, as amended herein, as the Code for establishing the minimum regulations governing the conditions and maintenance of property, buildings, and structures within the City of Peoria.

(B) The International Residential Code, ~~2006~~ 2012 Edition, is amended as follows:

(1) Chapter 1, "Scope and Administration", is hereby amended as follows:

R101.1 Title. Insert the words "City of Peoria" as the name of jurisdiction.

Amend Section R102.5 Appendices by adding the following:

The following appendices are adopted:

APPENDIX A - SIZING AND CAPACITIES OF GAS PIPING

APPENDIX B - SIZING OF VENTING SYSTEMS SERVING APPLIANCES EQUIPPED WITH DRAFT HOODS, CATEGORY I APPLIANCES, ~~AND~~ WITH APPLIANCES LISTED FOR USE AND TYPE B VENTS

APPENDIX C - EXIT TERMINALS OF MECHANICAL DRAFT AND DIRECT-VENT VENTING SYSTEMS

APPENDIX D - RECOMMENDED PROCEDURE FOR SAFETY INSPECTION OF AN EXISTING APPLIANCE INSTALLATION

APPENDIX G - SWIMMING POOLS, SPAS AND HOT TUBS Adopt Sections AG101, AG102, AG103 & AG104 only

APPENDIX H - PATIO COVERS

APPENDIX J - EXISTING BUILDINGS AND STRUCTURES

APPENDIX K - SOUND TRANSMISSION

R102.7 Existing structures. Delete the words "or the International Fire Code" and insert in lieu thereof, 'as adopted by the City of Peoria'.

~~R105.2: Delete Item 1 under "Work exempt from permit" and replace with the following:~~
~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses provided the floor area does not exceed 200 square feet (18.58 m2).~~

R107.3 Temporary power. Delete the words ~~"ICC Electrical Code"~~ "in NFPA 70" and insert in lieu thereof, 'by the Electrical Code adopted by the City of Peoria and amended from time to time.'

Amend R110.1 Use and occupancy by replacing it in its entirety with the following:

No building or structure shall be used or occupied, or furnished in whole or in part, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a certificate of occupancy (or a utility clearance) therefore as provided herein. Issuance of a certificate of occupancy shall (or a utility clearance) not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Exception: Certificates of occupancy (or a utility clearance) are not required for work exempt from permits under Section 105.2.

R110.2 Change in use. Add the following words to the end of the sentence:
'as adopted by the City of Peoria and amended from time to time.'

(2) Chapter 3, "Building Planning", is hereby amended to read as follows:
Modify Table R301.2(1), by inserting the following:

Ground Snow Load: 0 psf

Wind speed:	90 mph, Exposure C
Topographic effects:	NO
Seismic Design Category:	B
Weathering:	NEGLIGIBLE
Frost Line Depth:	12”
Termite:	MODERATE TO HEAVY
~~Decay:~~	~~NONE TO SLIGHT~~
Winter Design Temperature:	32 degrees F
Ice Shield Underlayment Required:	NO
Flood Hazards:	(a) July 9, 1984, (b) July 19, 2001‘
Air Freezing Index:	0
Mean Annual Temperature:	71.2 degrees F

~~Modify TABLE R301.5 with the following~~:

~~TABLE R301.5~~
~~MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS~~
~~(In pounds per square foot)~~

~~USE~~	~~LIVE LOAD~~
~~Attics with storage b, g, h~~	~~40~~
~~Attics without storage b,~~	~~10~~
~~Sleeping rooms~~	~~40~~

Replace the first paragraph of Section R309.1 in its entirety with the following:

R309.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inch (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. Doors providing opening protection shall be maintained self-closing and self-latching.

Amend Chapter 3, Building Planning by deleting Section R313, Automatic Fire Sprinkler Systems in its entirety.

Add new section ~~R325~~ R324 to read as follows:

~~R325~~ R324 Sound Attenuation. Buildings covered under the International Residential

Code shall be subject to the following provisions:

1) Buildings shall be designed for a maximum interior noise level of 45 decibels.
2) Exterior wall penetrations by pipe ducts or conduits shall be caulked.
3) Mailboxes shall not be used through the door or wall.
4) Windows shall have two panes of glass and sound transmission rating of STC-22.
   All operable windows shall be weather stripped and airtight in accordance with ASTM R-283-84-T Standard. Perimeter window frames shall be sealed to airtight specifications.
5) All non-glazed portions of exterior side-hinged doors shall be solid-core wood or insulated hollow metal or at least one and three-quarters inch thick and fully weather stripped. The perimeter doorframes shall be sealed to airtight specifications.
6) Fireplaces shall be provided with well fitting dampers, unless otherwise prohibited elsewhere in the Code.
7) Exterior walls shall be at least four inches in nominal depth and shall be finished on the outside with block, siding, sheathing, or stucco on one-inch Styrofoam. R-19 fiberglass or cellulose insulation shall be installed continuously throughout the cavity space behind the wall. Total insulation R-value of the exterior wall assembly shall be R-18.
8) Attics and roof rafter spaces shall be insulated with a minimum insulation R-value of at least R-30.

   If the specified requirements of section ~~R325~~ R324 are not met, the Building Official may approve as an alternative, a certification by an architect or engineer registered pursuant to Title 32, Chapter 1 to achieve a maximum interior noise level of forty-five (45) decibels at time of final construction.

~~(3) Chapter 9, "Roof Assemblies," is hereby amended to read as follows~~:

~~**R903.2.2 Crickets and saddles**. A cricket or saddle shall be installed on the ridge of any chimney greater than 30 inches wide. Cricket or saddle coverings shall be of sheet metal or of the same material as the roof covering.~~

~~**R905.2.8.6 Drip edge**. Provide drip edge at eaves and gables of shingle roofs. Overlap to be a minimum of 2 inches. Eave drip shall extend below the sheathing and extend back on the roof a minimum of 2 inches. Drip edge shall be mechanically fastened a maximum of 12 inches.~~

(~~4~~3) Chapter 13, "General Mechanical System Requirements", is hereby amended as follows:

Add a new section as follows:

M1307.~~6~~ 7 Liquefied Petroleum Appliances. LPG appliances shall not be installed in an attic, pit or other location that would cause a ponding or retention of gas.

(~~5~~4) Chapter 24, “Fuel Gas”, is hereby amended to read as follows:

Add a new paragraph to ~~G2406.4~~ G2406.2 Prohibited locations, ~~after~~ by adding exception number ~~5~~ 6:

6. Liquefied Petroleum Appliances. LPG appliances shall not be installed in an attic, pit or other location that would cause a ponding or retention of gas.

Amend Section ~~G2415.9~~ G2415.12 by replacing the first paragraph with the following:

~~G2415.9 (404.9)~~ G2415.12 (404.12) Minimum burial depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade for metal piping and 18 inches (457mm) for plastic piping.

Amend Section ~~G2415.9~~ G2415.12 by deleting subparagraph ~~G2415.9.1~~ G2415.12.1 in its entirety.

(~~6~~5) Chapter ~~35~~ 36, “Services”, is revised to read as follows:

Revision to IRC Table ~~E3503.1~~ E3603.1

Revise Table as Follows (Minimum Grounding Electrode Conductor Size in the rightmost two columns to remain the same):

TABLE ~~E3503.1~~ E3603.1
SERVICE CONDUCTOR AND GROUNDING ELECTRODE CONDUCTOR SIZING

CONDUCTOR TYPES AND SIZES– THHW,THW,THWN, USE, XHHW (Parallel sets of 1/0 and larger conductors are permitted in Rating either a single raceway or in	Service or Feeder Rating (Amperes)

separate raceways)			
Copper (AWG)	Aluminum and copper-clad aluminum (AWG)	¡Ü ≤ 30°C (86°F)	> 30°C (86°F)
4	2	100	
3	1	110	
2	1/0	125	100
1	2/0	150	125
1/0	3/0	175	150
2/0	4/0 or two sets of 1/0	200	175
3/0	250 kcmil or two sets of 2/0	225	200
4/0 or two sets of 1/0	300 kcmil or two sets of 3/0	250	225
250 kcmil or two sets of 2/0	350 kcmil or two sets of 4/0	300	250
350 kcmil or two sets of 3/0	500 or two sets of 250 kcmil	350	300
400 kcmil or two sets of 4/0	600 or two sets of 300 kcmil	400	350
500 kcmil	750 kcmil		400

(~~7~~6) Chapter 38, “Power and Lighting Distribution,“ is hereby amended to read as follows:

~~Revision to IRC Section E3802.7~~

~~Amend Section 3802.7 by replacing it with the following:~~

~~E3807.2 Sink, wash basin, tub, or shower receptacles. All 125-volt, single-phase,15- and 20-ampere convenience receptacles that are located within 6 feet (1829 mm) of the outside edge of any sink , wash basin, tub, or shower shall have ground-fault circuit-interrupter protection for personnel. Receptacle outlets shall not be installed in a face-up position in the work surfaces or countertops.~~

Amend Section ~~E3808.8~~ E3908.8 by replacing it with the following:

~~E3808.8~~ E3908.8 Types of equipment grounding conductors. The equipment grounding conductor run with of enclosing the circuit conductors shall be one or more or a combination of the following:

~~1. A copper or other corrosion-resistant conductor. This conductor shall be solid or stranded; insulated, covered or bare; in the form of a wire or a busbar of any shape~~.
2. Threaded rigid metal conduit and fittings.
3. Threaded intermediate metal conduit and fittings.
~~4. Armor of Type AC Cable~~
~~5. Surface metal raceway~~
~~6. Metal-clad cable, where both the cable and fittings are listed for grounding.~~
~~7. Liquid-tight flexible metal conduit terminated with fittings that are listed for grounding.~~

SECTION 9. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-41 pertaining to National Electrical Code – Adopted and Amended and which shall read as follows:

Section 5-41. National Electrical Code – Adopted and Amended

(A) A certain document~~s~~, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "National Electrical Code, ~~2005~~ 2011 Edition," published by the National Fire Protection Association is hereby adopted, as amended herein, as the Electrical Code of the City of Peoria.

(B) The National Electrical Code, ~~2005~~ 2011 Edition, is amended as follows:

(1) Amend Article 110.7 by adding the following sentence:

All electrical equipment 1000 amps or larger must pass a dielectric strength test by a qualified third party before requesting a meter clearance.

~~(2) Amend Article 230 by adding the following section:~~

~~230.63. Location. All service equipment rated 1000 amperes or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than one-hour fire-resistive occupancy separation or fire barrier installed in compliance with the building code.~~

(~~3~~2) Amend Article 250.118 by replacing it with the following:

250.118. Types of Equipment Grounding Conductors
The equipment grounding conductor run with or enclosing the circuit conductors shall be one or more or a combination of the following:

1. ~~A copper, aluminum, or copper-clad aluminum conductor. This conductor shall be solid or stranded; insulated, covered, or bare; and in the form of a wire or a busbar of any shape~~.
~~2.~~ Threaded Rigid metal conduit and fittings.
~~3~~2. Threaded Intermediate metal conduit and fittings.
~~4. Armor of Type AC cable as provided in Section 333-21.~~
~~5. The copper sheath of mineral-insulated, metal-sheathed cable.~~
~~6. The metallic sheath or the combined metallic sheath and grounding conductors of Type MC cable with an individual equipment grounding conductor.~~
~~7. Cable trays as permitted in Sections 318-3(c) and 318-7.~~
~~8. Cablebus framework as permitted in Section 365-2(a).~~
~~9. Other electrically continuous metal raceways listed for grounding~~.

(~~4~~3) Amend Article 312.5 by replacing the first paragraph with the following (the remainder of Article 312.5 shall remain unchanged):

312.5 Cabinets, Cutout Boxes, and Meter Socket Enclosures. Conductors entering enclosures within the scope of this article shall be protected from abrasion and shall comply with 312.5 (A) through (C).

Exception: For one- and two- family dwellings, cables with entirely non-metallic sheaths shall be permitted to enter the back of a surface-mounted enclosure through one or more nonflexible raceways not more than 75 mm (3 in.) in diameter, and not less than 75 mm (3 in.) and not more than 600 mm (24 in.) in length, provided all of the following conditions are met:

a. Each cable is fastened within 200 mm (8 in.) measured along the sheath of the outer end of the raceway.
b. The raceway extends directly into an enclosed wall space.

c. A fitting is provided on each end of the raceway to protect the cable(s) from abrasion.
d. The raceway is sealed or plugged using approved means so as to prevent access to the enclosure through the raceway.
e. The cable sheath is continuous through the raceway and extends into the enclosure beyond the fitting not less than 50 mm (2 in.)
f. The raceway, if greater than 305 mm (12 in.) is fastened at its end in accordance with the applicable article.
g. The raceway shall be permitted to be filled to 60 percent of its total cross sectional area, and 310.15(B)(2)(a) adjustment factors need not apply to this condition.

(~~5~~4) Amend Article 334.10 by deleting 334.10 (3) and adding as follows:

334.10 Uses Permitted. Type NM, Type NMC, and Type NMS cables shall be permitted to be used in the following:

Other dwelling unit accessory buildings and structures in accordance with 334.10(1) and (2).
~~1. One- and two-family dwellings, multifamily dwellings, and other residential accessory structures.~~
~~2. Other structures permitted to be of Types III, IV and V construction except as prohibited in 334.12. Cables shall be concealed within walls, floors, or ceilings that provide a thermal barrier of material that has at least a 15-minute finish rating as identified in listings of fire-rated assemblies.~~

~~FPN No. 1: Building constructions are defied in NFPA 220-1999, Standard Types of Building Construction, or the applicable building code, or both.~~

~~FPN No. 2: See Annex E for determination of building types [NFPA 220, Table 3-1].~~

~~3. Cable trays, where the cables are identified for the use.~~

~~FPN: See 310.10 for temperature limitation of conductors.~~

~~(Remainder of the article (subsections A, B and C) remains the same~~

~~(6) Amend Article 334.12 by replacing it with the following:~~

~~334.12. Uses Not Permitted.~~

~~(A) Types NM, NMC, and NMS. Types NM, NMC, and NMS cables shall not be used as follows:~~

~~(1) As open runs in dropped or suspended ceilings in other than one- and two-family and multifamily dwellings.~~

~~(2) Types NM and NMS. Types NM and NMS cable shall not be used as follows:~~
~~a. Where exposed to corrosive fumes or vapors~~
~~b. Where embedded in masonry, concrete, adobe, fill or plaster~~
~~c. In a shallow chase in masonry, concrete, or adobe and covered with plaster, adobe, or similar finish~~
~~d. Where exposed or subject to excessive moisture or dampness~~

(~~7~~5) Amend Article 358.10 by replacing 358.10(B) with the following:

(B) Corrosion Protection. Ferrous or nonferrous EMT, elbows, couplings, and fittings shall be permitted to be installed in concrete that is not in direct contact with the earth , or in areas subject to severe corrosive influences where protected by corrosion protection and judged suitable for the condition.

(~~8~~6) Amend Article 358.12 by adding the following:

(Items 1 through 6 to remain the same)
(7) On or below grade.

(~~9~~7) Amend Article 501.30(A) by deleting the exception in its entirety.

(~~10~~8) Amend Article 501.30(B) by deleting the exception in its entirety.

(~~11~~9) Amend Article ~~502.16(B)~~ 502.30(A) by deleting the exception in its entirety.

(10) Amend Article 502.30(B) by deleting the exception in its entirety.

SECTION 10. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-44 pertaining to International Plumbing Code – Adopted and Amended and which shall read as follows:

Section 5-44. International Plumbing Code – Adopted and Amended.

(A) A certain document, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as “International Plumbing Code, ~~2006~~ 2012 Edition,” published by the International Code Council Inc., is hereby adopted, as amended herein, as the Plumbing Code of the City of Peoria.

(B) The International Plumbing Code, ~~2006~~ 2012 Edition, is amended as follows:

(1) Chapter 1,"Scope and Administration," is hereby amended as follows:
101.1 Title. Insert the words "City of Peoria" as the name of jurisdiction.

101.2 Scope. Amend Section 101.2, "Scope," by adding the following:

Any references to the ICC Electrical Code shall be deleted and the words "Electrical Code adopted by the City of Peoria and amended from time to time" shall be inserted in lieu thereof.

The following appendices are adopted:

APPENDIX E – SIZING OF WATER PIPING SYSTEM
APPENDIX F – STRUCTURAL SAFETY

106.6.2 Fee Schedule. Insert the words "Section 2-209 of the Peoria City Code, Table 2-209.

106.6.3 Fee Refunds. Delete in its entirety.

109. Means of Appeal. Delete in its entirely and amend as follows: "All appeals shall follow the provisions of the International Building Code, ~~2006~~ 2012 Edition, Section ~~112~~ 113, and Chapter 5 of the Peoria City Code (1992), Section 5-9."

(2) Chapter 3, "General Regulations", is hereby amended as follows:

~~305.6.1~~ 305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be ~~a minimum of~~ installed not less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be ~~a minimum of~~ installed not less than 12 inches (305 mm) below grade.

(3) Chapter 4. Fixtures, Faucets and Fixture Fittings

Section 404. "Accessible Plumbing Facilities." Delete in its entirety and amend as follows:
Accessible plumbing facilities and fixtures shall be provided in accordance with Chapter 5 of the Peoria City Code (1992), Section 5-21 pertaining to the International Building Code, Edition ~~2006~~ 2012, Chapter 11, Accessibility and Fair Housing.

(4) Section 1106. Size of Conductors, Leaders and Storm Drains.

1106.1 General. Delete in its entirety and amend as follows:

The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on 6"(inches) of rainfall per hour.

SECTION 11. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-76 pertaining to International Mechanical Code – Adopted and Amended and which shall read as follows:

Section 5-76. International Mechanical Code – Adopted and Amended

(A) A certain document, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "International Mechanical Code, ~~2006~~ 2012 Edition," published by the International Code Council is hereby adopted, as amended herein, as the Mechanical Code of the City of Peoria.

(B) The International Mechanical Code, ~~2006~~ 2012 Edition, is amended as follows:

Chapter 1, "Scope and Administration," is amended as follows:

Amend Section 101.1 Title, by inserting the words "City of Peoria" as the name of the Jurisdiction.

101.2 Scope. Amend Section 101.2, "Scope," by adding the following: Any references to the ICC Electrical Code shall be deleted and the words "Electrical Code adopted by the City of Peoria and amended from time to time" shall be inserted in lieu thereof.

106.5.2 Fee schedule. Insert the words "Section 2-209 of the Peoria city Code, Table 2-209."

~~Amend~~ Section 106.5.3 Fee Refunds, Delete in its entirety. ~~subsections 1, 2 and 3 to read:~~

~~1. The full amount of any fee paid hereunder which was erroneously paid or collected.~~

~~2. Not more than 100% of the permit fee paid when no work has been done under a permit issued in accordance with this code.~~

~~3. Not more than 100% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~

Amend Section 108.5 Stop work orders, amending the last sentence of the paragraph

to read:

> Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine or penalty in accordance with other provisions of the Peoria City Code.

Amend Section 109, Means of Appeal~~, by deleting Sections 109.2 through 109.7~~. Delete in its entirety and amend as follows:

All appeals shall follow the provisions of the International Building Code, 2012 Edition, Section 113, and Chapter 5 of the Peoria City Code (1992), Section 5-9.

~~Chapter 3, "General Regulations" is amended as follows:~~

~~Amend Section 303.3 Prohibited locations, to add an additional location for such fuel-fired appliances:~~

~~6. Gas fired appliances with natural draft venting shall not be installed in any room operating under negative pressure unless the appliances are listed for that use.~~

~~Amend Section 304.3, by adding the following exception:~~
~~**Exception:** Clothes dryers installed in private garages.~~

SECTION 12. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-78 pertaining to International Fuel Gas Code – Adopted and Amended and which shall read as follows:

Section 5-78. International Fuel Gas Code – Adopted and Amended.

(A) A certain document, ~~three copies~~ one copy of which ~~are~~ is on file in the City Clerk's Office of the City of Peoria, being marked and designated as "International Fuel Gas Code, ~~2006~~ 2012 Edition," published by the International Code Council is hereby adopted, as amended herein, as the Fuel Gas Code of the City of Peoria.

(B) The International Fuel Gas Code, ~~2006~~ 2012 Edition, is amended as follows:

(1) Chapter 1, "Scope and Administration" is hereby amended as follows:

101.1 Title. Insert the words "City of Peoria" in the name of jurisdiction.

101.2 Scope. Amend as follows by adding: Any references to the ICC Electrical Code

shall be deleted and the words “Electrical Code adopted by the City of Peoria and amended from time to time” shall be inserted in lieu thereof.

101.3 Appendices. Amend Section 101.3, “Appendices,” by adding the following:

The following appendices are adopted:

APPENDIX A – SIZING AND CAPACITIES OF GAS PIPING
APPENDIX B – SIZING OF VENTING SYSTEMS SERVING APPLIANCES EQUIPPED WITH DRAFT HOODS, CATEGORY 1 APPLIANCES AND APPPLIANCES LISTED FOR USE WITH TYPE B VENTS
APPENDIX C – EXIT TERMINALS OF MECHANICAL DRAFT AND DIRECT-VENT VENTING SYSTEMS

Section 103, “Department of Inspection,” is hereby amended as follows:

103.1 General. The Building Safety Division is hereby created and the executive official in charge thereof shall be known as the building official.

106 “Permits,” is hereby amended as follows:

~~106.5.2~~ 106.6.2 Fee Schedule. Insert the words “Section 2-209 of the Peoria City Code, Table 2-209.”

~~106.5.3~~ 106.6.3 Fee refunds. Delete in its entirety.

109 Means of Appeal. Delete in its entirety and amend as follows: “All appeals shall follow the provisions of the International Building Code, ~~2006~~ 2012 Edition, Section ~~112~~ 113, and Chapter 5 of the Peoria City Code (1992) Section 5-9.”

(2) 404.12 Minimum burial depth. Delete in its entirety and amend as follows: “Underground metallic piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade~~.~~ Underground plastic piping systems shall be installed a minimum depth of 18 inches (457 mm) below grade.”

404.12.1 Individual outside appliances. Delete in its entirety.

SECTION 13. 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 14. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of May, 2012.

Dated:_____ _____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in Peoria Times
Publication Dates: May 4, 2012 and May 11, 2012
Effective Date: _____

Agenda Item: 22R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: April 23, 2012 **Council Meeting Date: May 1, 2012**

TO: Honorable Mayor and Council

FROM: Steve Kemp, City Attorney

SUBJECT: McCracken v. City of Peoria – Authorization to File Third Party Complaint

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Purpose:

This is a request for City Council to consider filing a third party complaint against Somerset Landscaping alleging cause of action for indemnity, breach of contract unjust enrichment and bad faith.

Background/Summary:

This case concerns an automobile collision that occurred on July 4, 2010 at the intersection of 75th Avenue and Ironwood Drive. A driver turning left from Ironwood failed to yield after stopping at the stop sign at Ironwood and hit a motorcycle traveling southbound. The motorcyclist was injured and his property was damaged.

The motorcyclist has sued the City of Peoria ("City"), claiming that the placement of the stop sign was improper and that vegetation in the roadside was blocking the view of the driver that hit him. Somerset Landscaping is contracted with the City to provide landscape maintenance for the area. The City partially tendered the defense of the case to Somerset Landscaping, who has refused to accept the defense. We are asking Somerset landscaping to reconsider their decision.

If Somerset Landscaping does not pick up the City's defense, we can bring suit against them and possible assign our claims to the Plaintiff as part of a stipulated settlement. I recommend that we file a third party complaint against Somerset alleging causes of action for indemnity, breach of contract, unjust enrichment and bad faith.

Previous Actions:

N/A

Options:

A: If the City of Peoria does not file a third party complaint to include Somerset Landscaping in the McCracken v. City of Peoria lawsuit. The City of Peoria will defend the litigation alone. The City of Peoria may be liable for all of the plaintiff's claims.

B: If the City of Peoria files a third party complaint to include Somerset Landscaping in the McCracken v. City of Peoria lawsuit. Somerset Landscaping may be liable for breaching their contractual duties to the City of Peoria. As a result, Somerset Landscaping and the City of Peoria may be liable for the plaintiff's claims.

Staff's Recommendation:

Staff recommends the City of Peoria file a third party complaint against Somerset Landscaping alleging causes of action for indemnity, breach of contract, unjust enrichment and bad faith.

Fiscal Analysis:

This item has no financial implications at this time.

Narrative:

N/A

Contact Name:

Steve Kemp, City Attorney at (623) 773-7321

City Council Calendar

Color Key:
City Council

< April	May 2012					June >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
		1 Regular City Council Meeting Special City Council Meeting & Study Session	2	3	4	5
6	7	8 City Council Subcommittee on Policy & Appointments	9	10	11	12
13	14 City Council Subcommittee on Community Culture	15 Regular City Council Meeting Special City Council Meeting & Study Session	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City Council Calendar

Color Key:
City Council

< May	June 2012					July >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
					1	2
3	4	5 Regular City Council Meeting Special City Council Meeting & Study Session	6	7	8	9
10	11 City Council Subcommittee on Community Culture	12 City Council Subcommittee on Policy & Appointments	13	14	15	16
17	18	19 Regular City Council Meeting Special City Council Meeting & Study Session	20	21	22	23
24	25	26	27	28	29	30

RCM: 3a

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Date Prepared: 18 April 2012 **Council Meeting Date: 1 May 2012**

TO: **Carl Swenson, City Manager**

FROM: **Tamara Shreeve, Council Office and Grant Program Manager**

THROUGH: **John Schell, Director, Governmental Affairs and Council Office**

SUBJECT: **Council Subcommittee Update**

Summary:

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been submitted and assigned to the Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

As recently approved by Council, the number of subcommittees was reduced from six to four subcommittees. Two subcommittees remained the same. Four subcommittees were merged into two subcommittees. On April 17, 2012, the Council approved the members for the two new subcommittees. The second attachment lists the four subcommittees and the assigned council members and staff liaisons. The four subcommittees are:

- Policy and Appointments
- General Government
- Community Culture and Public Safety
- Sustainable Development and Public Services

Exhibit 1: Council Subcommittee assigned agenda items
Exhibit 2: Council Subcommittee assignments

Contact Name and Number: Tamara Shreeve, x 5173

Community Culture Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session.	
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session.	
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session.	3/20/2012
Jeff Tyne / Susan D	Veterans Discount Program	2/27/2012	Forward item to study session.	
Jeff Tyne / Susan D	Establish "Peoria Friends of the Arts"	2/27/2012	Forward item to study session.	
Jeff Tyne / Susan D	Youth Master Plan	3/19/2012	Forward item to study session.	
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship	1/30/2012	Forward item to study session.	
Claudia Lujan	Structure of the Sister Cities Board			

General Government Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates.	2/7/2012
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates.	2/7/2012
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes	2/13/2012	Forward to Council Study Session.	
Katie Gregory	Development Service User Fees	2/13/2012	Forward to Council Study Session.	

Policy and Appointments Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011 1/10/2012	No further Action. Completed (11/7/11). Revisited item on 1/10/12. No further action. Completed	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the SC. (12/13/11). Completed. Revisited item on 1/10/12. Completed	NA
Wanda Nelson	Board and Commission Appointments & Reappointments	Ongoing	Appointments and reappointments reviewed and recommended by subcommittee - ongoing topic.	NA
Dave Pearson	Charter Amendments	12/13/2011 1/10/12 1/24/2012	Bring back to Subcommittee for further discussion (12/13/11). Discussed seven proposed charter amendments. Forward 6 of those to Study Session. One proposed amendment was withdrawn (1/10/12). Reviewed remainder charter amendments. Forward charter amendments to study session. (1/24/2012)	2/21/2012

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee. Include a process flow chart (12/13/11). Forward to study session with consensus recommendation (1/10/12).	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11).	3/20/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/through a City Manager's report.	Regular Council Meeting 1/3/2012
Susan Thorpe	Council Code of Ethics	2/14/2012 3/15/2012 4/10/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12)	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012 3/15/2012 4/10/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12)	

Public Safety Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Roy Minter	False Alarm Ordinance	11/7/2011	Forward to study session (11/7/2011)	4/17/2012
Dave Pearson	Recreational Vehicle Ordinance	1/11/2012	Forward to study session with full recommendation. Completed (1/11/12).	
Tony Rivero	Recreational Vehicles City Code Section 14-110	1/11/2012	Forward to study session with full recommendation. Completed (1/11/12).	
Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session.	
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Infomational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control			
Carlo Leone	Residential Parking			
Carlo Leone	Dirt Ordinance			
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Infomational only.	NA

Public Services Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	7/17/2012
Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda.	Regular Council mtg. 1/3/2012
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed	2/7/2012
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed	2/7/2012
Dave Pearson	Change in City Ordinance regarding multi-family solid waste service	1/5/2012	Item was discussed, then withdrawn by Councilman Pearson. Completed	NA

Sustainable Development Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed	11/15/2011
Chris Jacques/ Susan D.	Open Space Preservation Program and Decision Support Model	2/1/2012	Start community outreach activities and forward item to Council Study Session.	
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011	Bring back to subcommittee for further discussion upon completion of research and alternative identification. (11/8/11).	
Cathy Carlat	Not for Profit Committee	11/8/2011	Bring back to subcommittee for further discussion upon completion of research and alternative identification. (11/8/11).	
Scott Whyte/ Chris Jacques/ Susan D.	Old Town Entertainment District Designation	12/7/2011 1/4/2012	Bring back to subcommittee for further discussion (12/7/11). Forward to Regular Council Meeting. (1/14/2012)	Regular Council Meeting 1/17/2012

City of Peoria Council Subcommittee Assignments

Council Subcommittee	Members	Staff Liaison & Meeting Coordinator	City Attorney Designee	Council Assistant	Meeting Date, Time & Location
Policy and Appointments Relating to Public Policy concerning: Appointments to Boards and Commission, Ethics, Charter Officers, Council Policies, City Charter	Dave Pearson, Chair Ron Aames Carlo Leone	Wanda Nelson x 7342 Natalie Gilstrap x5141	Steve Kemp	Terri Smith x 7328	2nd Tuesday at 5 p.m. Location: Ironwood Room
General Government Relating to Public Policy concerning: Budget, Finance, Taxes, Any and All Rates, Any and All Fees, Intergov, Elections, General Government Activities, any topic not included in other Subcommittees	Joan Evans, Chair Cathy Carlat Tony Rivero	Brent Mattingly x 7134 Michele Grieb x 7113	Steve Kemp	Briana Decker x5133	2nd Monday at 6 p.m. Location: Ironwood Room
Community Culture and Public Safety Relating to Public Policy concerning: Arts, Libraries, Education, Cultural Events & Promotions, Parks, Recreation and Veteran's Affairs, Police & Fire Services, Code Enforcement, Homeland Security, Terrorism, and Emergency Preparedness	Ron Aames Joan Evans Carlo Leone (Chairperson to be selected at first meeting)	Jeff Tyne x7114 Ellen Comella x7936	Steve Burg		To be determined
Sustainable Development and Public Services Relating to Public Policy concerning: Not-for-Profit & Housing, Environment, Building Safety, Neighborhoods, Revitalization, Historic Preservation, Planning, Zoning, Economic Development and Business Retention, Traffic and Transportation, NTMP, Streets, Public Works, Utilities, Technology	Cathy Carlat Dave Pearson Tony Rivero (Chairperson to be selected at first meeting)	Chris Jacques X7609 Anthony Alejandro x7653	Steve Burg		To be determined

Updated: 18 April 2012

RCM: 3b

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Date Prepared: April 18, 2012 **Council Meeting Date: May 1, 2012**

TO: Carl Swenson, City Manager

FROM: Wanda Nelson, City Clerk

THROUGH: Susan Thorpe, Deputy City Manager

SUBJECT: Board and Commission Member Events

Board and Commission Recognition Event:
The Annual Board and Commission Recognition Event is scheduled for April 26th. This annual event, held to honor the dedicated service of Board and Commission members, is being held at the Arizona Broadway Theatre. As of print deadline, over 180 volunteers, their guests, and staff have RSVP'd for this event. Guests will be treated to dinner and a theatrical production of "Tarzan."

Board and Commission New Member Training:
Training for new Board and Commission members will be held on Monday, April 30th from 5:00 p.m. – 6:00 p.m. in the Council Chamber. Topics covered in this training include: roles and responsibilities of members; Open Meeting Law; and responding to the media. The City Clerk's Office is holding this training in conjunction with the City Attorney.

Contact Name and Number: Wanda Nelson, City Clerk, 623-773-7340

RCM: 3c

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Date Prepared: April 18, 2012 **Council Meeting Date:** May 01, 2012

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Energy Star Certification for Development and Community Services Building

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Summary:

The City's Development and Community Services Building (DCSB) was recently certified as an "Energy Star" building by the United States Environmental Protection Agency (EPA). The EPA created the Energy Star program to promote the reduction of energy consumption and greenhouse gas emissions. The program includes an energy performance rating system for commercial and institutional buildings along with manufacturing facilities.

On February 24, 2012 EPA recognized that the DCSB had earned the "Energy Star" designation. The "Energy Star" analysis is based on a point system which rates a building's energy performance on a scale between 1 and 100. Buildings with a score of 75 or greater qualify for the Energy Star certification. The DCSB building received a score of 81 points. This indicates that the DCSB performs better than 75% of all similar buildings nationwide and uses 35% less energy than an average building.

An "Energy Star" plaque has been placed at the entrance to the DCSB. This is in recognition of the building's energy efficient performance and the City's commitment to using resources responsibly.

Exhibit(s):

Exhibit 1: Energy Star Certificate

Exhibit 2: Energy Star Plaque

Contact Name and Number: William Mattingly, Public Works – Utilities Director 623-773-5156

In recognition of superior energy performance,
the U.S. Environmental Protection Agency awards
the ENERGY STAR® to

City of Peoria Development and Community Services Building

2012

Buildings that earn EPA's ENERGY STAR use 35 percent less energy and generate 35 percent fewer greenhouse gas emissions than similar buildings across the nation.

[redacted]

Jean Lupinacci
Director, ENERGY STAR Commercial & Industrial Branch

February 24, 2012
Date

United States Environmental Protection Agency

energy
ENERGY STAR
2012