

City Council Meeting Notice & Agenda



Tuesday, March 19, 2013
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting

5:00 P.M. Convene

Roll Call
Final Call To Submit Speaker Request Forms

Consent Agenda

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.

Consent

1C. **Authorization to Hold an Executive Session**

Pursuant to A.R.S. § 38-431.03: Discussion and possible action to authorize the holding of an Executive Session for the purpose of: (a) discussion with City staff concerning negotiations for the purchase, sale, or lease of City real property in the vicinity of 83rd Avenue and Paradise Lane pursuant to A.R.S. § 38-431.03.A.7; and (b) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations pursuant to A.R.S. § 38-431.03.A.5.

Adjournment

Mayor
Bob Barrett

Acacia
District
Tony Rivero,
Vice Mayor

Ironwood
District
Bill Patena

Mesquite
District
Cathy Carlat

Palo Verde
District
Ron Aames

Pine
District
Carlo Leone

Willow
District
Jon Edwards

Executive Session

To convene following the Special City Council Meeting
Executive Room, City Council Chamber

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

Executive Session Agenda

2. Pursuant to A.R.S. § 38-431.03.A.3: (a) discussion with City staff concerning negotiations for the purchase, sale, or lease of City real property in the vicinity of 83rd Avenue and Paradise Lane pursuant to A.R.S. § 38-431.03.A.7; and (b) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations pursuant to A.R.S. § 38-431.03.A.5.

Adjournment

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

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

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

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call To Submit Speaker Request Forms

Presentation

3. United Blood Services of Arizona - HERO Award
4. American Cancer Society - April 27, 2013 Relay for Life Event

Consent Agenda

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.

Consent

5C. **Contract, The Groundskeeper, Inc., Westwing Parkway Median, Water Meters**

Discussion and possible action to: (a) award a contract to The Groundskeeper, Inc. in the amount of \$98,106 to install three new water meters and service for the Westwing Parkway medians; (b) authorize owner's contingency in the amount of \$11,894; (c) authorize the use of General Fund Reserves; and (d) approve a budget transfer in the amount of \$110,000 from the General Fund Contingency account to the Contracted Landscape Maintenance Division account.

6C. **Intergovernmental Agreement, Outside Counsel, On-Line Travel Companies Tax Assessment**

Discussion and possible action to authorize the City Attorney to execute an Intergovernmental Agreement for the retention of Special Counsel for the On-Line Travel Companies Tax Assessment.

7C. **Bailment Agreement Extension and Memorandum of Understanding, West Valley Art Museum**

Discussion and possible action to authorize the City Manager to extend the term of the Bailment Agreement with the West Valley Art Museum related to the art collection to June 30, 2014 and the Memorandum of Understanding with the West Valley Art Museum related to operating the City Hall Art Gallery.

8C. **Neighborhood Traffic Management Program, Various Locations**

Discuss and possible action to adopt **RES. 2013-29** and **RES. 2013-30** establishing two additional Residential Traffic Control Areas for the Neighborhood Traffic Management Program as follows:

- Citrus Garden Estates – area bounded by Williams Road to the north, 83rd Avenue to the east, Via Montoya Drive to the south, and 87th Avenue to the west.
- Calle Lejos Rural – area bounded by Villa Lindo to the north, 67th Avenue to the east, Pinnacle Peak Road to the south and 71st Avenue to the west.

9C. **Easement, Arizona Public Service Utility, Peoria Sports Complex Improvements**

Discussion and possible action to adopt **RES. 2013-31** authorizing the execution of a Utility Easement to Arizona Public Service for the installation and maintenance of electrical facilities associated with the construction of the Peoria Sports Complex Improvements.

10C. **Replat, Comerica Bank, 75th Avenue and Thunderbird Road**

Discussion and possible action to approve the Replat of Comerica Bank, located at the southwest corner of 75th Avenue and Thunderbird Road, subject to stipulations.

11C. **Final Plat, Tierra Del Rio Parcel 27, 99th Avenue and Jomax Road**

Discussion and possible action to approve the Final Plat of Tierra Del Rio Parcel 27, located north of Jomax Road and west of 99th Avenue, subject to stipulations.

12C. **Budget Transfers, Community Services Department**

Discussion and possible action to approve a budget transfer in the amount of \$46,000 from the General Fund Contingency account to the Main Library - Other Professional Services account in the amount of \$6,000 and to the Aquatics - Swimming Pool Supplies and Part Time Wages account in the amount of \$40,000 to supplement operating budgets for unavoidable operations related overages that have occurred in the current fiscal year.

Regular Agenda

New Business

13R. **Contract Amendment, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave & Stadium Way**

Discussion and possible action to: (a) approve Contract Amendment No. 2 to Mortenson Construction in an amount not to exceed \$474,666 for the Final Guaranteed Maximum Price construction contract for the Seattle Mariners and San Diego Padres clubhouse improvements; and (b) approve a budget amendment in the amount of \$108,611 to establish the appropriation needed to expend funds received from the Seattle Mariners and San Diego Padres to pay for improvements which exceed the City's available capital budget.

Call To The Public (Non-Agenda Items)

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

Reports from City Manager

14. **Council Calendar**

15. **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. "Fix a Leak Week"

B. 37th Annual Dolly Sanchez Memorial Easter Egg Hunts

C. Peoria Arts and Cultural Festival - Community Center Re-Dedication

Reports from City Council Reports from the Mayor

Adjournment

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

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

PUBLIC NOTICE:

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

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: 4 March 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager
THRU: John Shell, Director, Intergovernmental Affairs and Council Office
FROM: Joesette Frausto-Flatt, City Council Assistant
SUBJECT: Award Presentation from Katrina Eaton of the United Blood Services to the City of Peoria

Purpose:

Katrina Eaton of the United Blood Services of Arizona will present the HERO award to Mayor Bob Barrett.

Background/Summary:

The Hero Award is the most difficult to earn and most prestigious award given by United Blood Services. While more than 1,030 organizations hosted blood drives in Arizona in 2012, only 31 of them qualified to receive the Hero Award. The City of Peoria is a recipient of the HERO Award for 2012.

Previous Actions:

This is for presentation purposes only.

Options:

A: This is for presentation purposes only.

B:

Staff's Recommendation:

This is for presentation purposes only.

Fiscal Analysis:

This is for presentation purposes only.

Narrative:

This is for presentation purposes only.

Exhibit(s): N/A

Exhibit 1:

Exhibit 2:

Contact Name and Number: Joesette Frausto-Flatt; City Council Assistant; (623)773-7538

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4

Date Prepared: 5 March 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager

THRU: John Shell, Director, Intergovernmental Affairs and Council Office

FROM: Joesette Frausto-Flatt, City Council Assistant

SUBJECT: Presentation from Troy Baker of the American Cancer Society

Purpose:

Troy Baker of the American Cancer Society will present information about an upcoming Relay for Life fundraising event on April 27, 2013

Background/Summary:

The American Cancer Society hosts the annual fundraising event Relay for Life. The purpose of this cancer fundraising event is not only to raise money for cancer research, but to spread cancer awareness, celebrate the lives of cancer survivors, remember those who have lost their battle to cancer, and bring communities together in a united fight against cancer.

Previous Actions:

This is for presentation purposes only.

Options:

A: This is for presentation purposes only.

B:

Staff's Recommendation:

This is for presentation purposes only.

Fiscal Analysis:

This is for presentation purposes only.

Narrative:

This is for presentation purposes only.

Exhibit(s): N/A

Exhibit 1:

Exhibit 2:

Contact Name and Number: Joesette Frausto-Flatt; City Council Assistant; (623)773-7538

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: March 5, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Budget Transfer, Westwing Parkway Median

Purpose:

This is a request for City Council to award a contract to The Groundskeeper, Inc. in the amount of \$98,106 and authorize an owner's contingency of \$11,894 to install three new water services for the Westwing Boulevard medians. To fund this request, staff is asking that City Council authorize the use of general fund reserves and approve a budget transfer in the amount of \$110,000.

Background/Summary:

In December of 2011, the Westwing Homeowners Association met with representatives of the City concerning the responsibility to maintain the landscaping within the medians and along the right-of-way of Westwing Parkway between Jomax Road and Lake Pleasant Parkway. The Association presented recorded documents indicating that the City was responsible for some portion of the landscaping. After lengthy research and discussions with various City staff, it was concluded that the most reasonable interpretation of the legal documents was that the City was responsible for the maintenance of the medians and the Association was responsible for the right-of-way landscaping. Therefore, the City will be responsible for the median landscaping and the Association will be responsible for all other landscaping.

In order to provide water for the landscape, staff concluded that it is necessary to install water meters that will be within the City's control. Currently the landscape is watered through Association meters. Staff received two proposals from construction firms already under contract by the City to provide bids for this work. Staff is recommending moving forward with The Groundskeeper to install the three new water meters and service to the Westwing Blvd. median.

Previous Actions:

There is no previous City Council action.

Options:

A: Award a contract to The Groundskeeper, Inc. and authorize the associated budget amendment to install water meters for the Westwing Boulevard median.

B: Council can direct staff to competitively bid this project which will require time and cost to design, bid, and construct these improvements. However, the length of time to fulfill this process may have a negative financial impact on the existing condition of the landscape plant material.

Staff's Recommendation:

Staff requests that Council approve a budget transfer and contract for water meter installation services.

Fiscal Analysis:

Request authorization to use General Fund Contingency reserves and approval of a budget amendment in the amount of \$110,000 from the General Fund Contingency Account 1000-0300-570000 to the Contracted Landscape Maintenance Division, Grounds & Detention Repair and Maintenance Account 1000-1600-524004.

The ongoing cost for water and routine landscape maintenance service is estimated at \$10,000 per year. The increase of costs to the maintenance contract will be requested in the upcoming budget for fiscal year 2014.

Exhibit(s): *None*

Contact Name and Number: Kirk Haines, 623-773-7120

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: March 7, 2013

Council Meeting Date: March 19, 2013

TO: Honorable Mayor and Council
FROM: Stephen M. Kemp, City Attorney
THROUGH: Michael S. Wawro, Assistant City Attorney
SUBJECT: On-Line Travel Companies Tax Assessment

Purpose:

This is a request for City Council to approve an Intergovernmental Agreement for Joint Sales Tax Representation by the law firm of the Holm Wright Hyde & Hays PLC, 10429 South 51st Street, Suite 285, Phoenix, Arizona 85044, to pursue a statewide effort to collect unpaid taxes from on-line travel companies for underpayment of taxes. This firm has specific and vast experience in the handling of numerous complex cases against on-line travel companies.

Background/Summary

There are 18 cities in the State of Arizona that administer their own sales tax collection, including the City of Peoria. These are commonly referred to as the “non-program” cities. The non-program cities were contacted by Holm Wright Hyde & Hays as part of their efforts to conduct multi-city litigation arising out of audits concerning on-line travel companies. Holm Wright Hyde & Hays was chosen by representatives of the Non Program cities as the firm to conduct the litigation in the case.

Previous Actions

There has been no previous action.

Options: *(include as many as reasonable)*

- A:** Approve the City of Peoria’s legal representation by Holm Wright Hyde & Hays PLC.
- B:** Keep the litigation in house to be completed after the multi-city action is completed.

Staff's Recommendation:

Retain Holm Wright Hyde & Hays and participate in the multi-city litigation.

Fiscal Analysis

Holm Wright Hyde & Hays has offered a contingent fee arrangement for representation in this case. Costs will be shared among the cities participating.

Budget authority is available in the Tax and Audit Fund, and the amount would be charged from 520099 account number 0420.

Narrative:

It is recommended that the city participate with the other non-program cities in pursuing this litigation. Audit estimates place the city's estimated recovery at over Eighty Thousand (\$80,000) Dollars. If the city waits and participates in its own litigation, there is a possibility that consumer lobbyists will pursue legislation to change the tax code before the city could litigate its own case. As with any tax matter, there is the possibility that the city could be liable for attorneys' fees if the case is unsuccessful. These costs would be shared by all of the cities in the multi-jurisdictional litigation.

Exhibit:

N/A

Contact Names and Numbers:

Stephen M. Kemp, City Attorney (623) 773-7331
Michael Wawro, Assistant City Attorney (623) 773-7332

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: February 14, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager

FROM: John R. Sefton Jr., Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Extend the Bailment Agreement and Memorandum of Understanding with the West Valley Art Museum

Purpose:

This is a request for City Council to authorize the City Manager to extend the term of two agreements with the West Valley Art Museum (WVAM) to June 30, 2014. The Bailment Agreement is related to the WVAM art collection, and the Memorandum of Understanding is in regards to operating the City Hall Art Gallery.

Background/Summary:

On April 20, 2010, City Council approved the initial bailment agreement where storage space in the Development and Community Services Building was approved for the WVAM's approximately 1,651 object art collection. The agreement was for a period of two years. On April 5, 2011, City Council amended the existing Bailment Agreement with the WVAM. This first amendment would allow the Museum access to their art collection, and consent to organize and assemble art pieces for display in galleries and public buildings.

On March 6, 2012, City Council approved a Memorandum of Understanding (MOU) with the WVAM to operate the Art Gallery located at City Hall. Pursuant to the MOU, the WVAM is required to open and operate the Art Gallery during agreed upon business hours. City staff coordinates with the WVAM to schedule quality exhibits and arts-related activities. Staff and WVAM continue to measure attendance at the Art Gallery.

The WVAM has recently expressed a desire to evolve the working relationship for the continued enrichment of Peoria's arts and culture assets. The continuation of the Bailment and MOU agreements afford the opportunity to achieve mutual benefit.

While both agreements are scheduled to expire, the existing terms and conditions are still pertinent and meet the intended objectives. Staff is requesting both agreements to be placed on the same expiration dates and extend to June 30, 2014.

Previous Actions:

- April 20, 2010 – Original Bailment Agreement with the West Valley Art Museum
- April 5, 2011 - first Amendment to Bailment Agreement
- March 6, 2012 – Memorandum of Understanding with WVAM to operate the City Hall Art Gallery

Options:

- A. Extend both agreements.
- B. Take no action in which both agreements will expire by March 2013.

Staff's Recommendation:

Authorize the City Manager to execute an extension of the Bailment Agreement and Memorandum of Understanding with the West Valley Art Museum to June 30, 2014 and to authorize the City Manager to extend subsequent agreements by administrative action only.

Fiscal Analysis:

The proposed agreement extension has no fiscal implication.

Exhibit(s): Bailment Agreement, First Amendment to Bailment Agreement & Memorandum of Understanding

Contact Name and Number: Kirk Haines, 623-773-7120

**BAILMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA
AND
THE WEST VALLEY ART MUSEUM**

This BAILMENT AGREEMENT ("Agreement") is made on April __, 2010 between the City of Peoria, an Arizona municipal corporation, whose address is 8401 W. Monroe Street, Peoria, Maricopa County, Arizona 85345, referred to as ("Bailee") and the West Valley Art Museum, an Arizona non-profit corporation whose address is 17420 N. Avenue of the Arts, Surprise, Maricopa County, Arizona 85374, referred to ("Bailor"). Bailor and Bailee are also referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows.

SUBJECT MATTER OF BAILMENT

Bailee will receive from Bailor their one thousand six hundred fifty-one (1651) piece art collection ("Bailed Property") as specifically described in Exhibit "A" attached hereto and incorporated by this reference for the purpose of storage.

AGREEMENT

Now, therefore, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **Purpose.**

1.1. The purpose of this Agreement is for Bailee to provide storage for Bailor's art collection/Bailed Property. It is the intent of this Agreement to outline the terms and conditions for Bailee to provide storage for Bailor's Bailed Property.

1.2. The Parties agree that entering into this Agreement for the stated Purpose is to their mutual benefit, and that such benefit constitutes full and adequate consideration for entering into this Agreement. By entering into this Agreement, neither Party assumes any obligation of any kind to the other Party not expressly stated herein. This Agreement does not constitute or create a joint venture, partnership, or formal business entity of any kind.

2. **Effective Date and Term of the Agreement.**

2.1. This Agreement shall become effective on the date first noted above when executed by the signatures of the authorized representatives of the Parties.

2.2. The Parties intend that this Agreement will run for a term of two (2) years from the effective date. This Agreement shall continue from the effective date when executed by Bailor and Bailee and shall remain in effect for a period of two (2) years from the effective date, unless terminated sooner pursuant to the provisions of this Agreement.

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3. Bailed Property.

The Bailor agrees to deliver to Bailee and Bailee agrees to receive from Bailor for the purpose and under the conditions specified in this Agreement the Bailed Property as noted and described in Exhibit "A."

4. Value of Bailed Property.

The value of the Bailed Property at the time of delivery is one million, five hundred thousand dollars (\$1,500,000) as evidenced in Exhibit "B" the West Valley Art Museum Collection Catalog and attached hereto and incorporated by this reference.

5. Condition and Title of Bailed Property.

5.1. Bailor in an "as is" condition furnishes the Bailed Property. Bailee will accept the Bailed Property in the "as is" condition and makes no warranties or guarantees concerning the condition or fitness of the Bailed Property.

5.2. Bailor warrants to Bailee that they have clear and good legal title to the Bailed Property and are authorized to allow Bailee to store the Bailed Property. Bailee is not liable to Bailor if a third party makes a lawful claim to the Bailed Property.

6. Preparation and Delivery of Bailed Property.

6.1. Bailor shall deliver the Bailed Property in secured sealed boxes. The Bailee will not accept any Bailed Property that is not in a secured sealed box.

6.2. Bailor shall deliver the Bailed Property to the Bailee at Bailee's Development & Community Services Building located at 9875 N. 85th Avenue, Peoria, Arizona (hereinafter referred to as the Delivery Point) within seven (7) business days of the effective date of this Agreement.

6.3. Handling, packaging, transportation, and shipping costs for delivery of the Bailed Property to the Delivery Point building shall be the sole responsibility of Bailor.

7. Bailor's Obligation.

7.1. Bailor is responsible for delivery of the Bailed Property to Bailee in the manner and at the Delivery Point as established in this Agreement.

7.2. Bailor agrees and acknowledges that Bailee will retain the Bailed Property for the Purpose and under the conditions specified herein until the date of termination or unless terminated sooner. The date of termination shall not exceed a two (2) year term commencing on the effective date.

7.3. Bailor acknowledges that Bailee will not open the securely sealed Bailed Property boxes while being stored during the term of this Agreement. The condition that Bailor packages, secures seals, and delivers the Bailed Property to Bailee will essentially be the

condition that the Bailed Property will be returned to Bailor (with the exception of loss of or damage occasioned by gradual deterioration or inherent defect).

7.4. It is acceptable to Bailor that the Bailed Property will be retained in a fenced area on the second level of the Delivery Point building. The Delivery Point building has environmental controls, which range between sixty-five degrees (65°) to eighty-five degrees (85°) in temperature and range from ten percent (10%) to fifty percent (50%) humidity the majority of the time, and which are permissible fluctuations within the required parameters as needed to maintain the optimum physical condition of the Bailed Property. The fenced secured area, aforementioned temperatures, and procedure for the Delivery Point building are sufficient and acceptable to Bailor for the safekeeping of the Bailed Property while in storage at the Delivery Point building.

7.5. Bailor agrees to request return of and obtain the Bailed Property at the end of the term of this Agreement or sooner as provided for herein.

7.6. Bailor agrees to secure, pay for, and maintain the required insurance as established in Section 12 of this Agreement on the Bailed Property for the term of this Agreement. If Bailor should fail to pay for, and maintain the required insurance, such will constitute a default.

8. Bailee's Obligation.

8.1. Upon receipt of the Bailed Property Bailee will move the Bailed Property to the agreed upon fenced storage location on the second level within the Delivery Point building. Bailee will not inspect the condition of the Bailed Property or report any damage (if any) to the Bailor.

8.2. Bailee will retain the Bailed Property for the Purpose and under the conditions specified herein until the date of termination of this Agreement or unless terminated sooner. The date of termination shall not exceed a two (2) year term commencing on the effective date.

8.3. Bailee will retain the Bailed Property in a fenced area on the second level of the Delivery Point building. The Delivery Point building has environmental controls, which range between sixty-five degrees (65°) to eighty-five degrees (85°) in temperature and range from ten percent (10%) to fifty percent (50%) humidity the majority of the time, and which are permissible fluctuations within the required parameters as needed to maintain the optimum physical condition of the Bailed Property. The fenced secured area, aforementioned temperatures, and procedure for the Delivery Point building are sufficient and acceptable to Bailor for the safekeeping of the Bailed Property while in storage at the Delivery Point building.

8.4. Bailee will not open the securely sealed Bailed Property boxes while being stored during the term of this Agreement.

8.5. Bailee makes no guarantees or warranties as to the Bailed Property.

8.6. Bailee agrees to return the Bailed property to Bailor in the secured sealed boxes at the end of the term of this Agreement or sooner as provided for herein. Bailee is not liable to Bailor, Bailor's heirs, administrators, or assigns for any loss or damage resulting to the Bailed Property from fire, theft, or any other cause whatsoever.

9. Inspection of the Bailed Property.

Bailee will not inspect or open the securely sealed Bailed Property boxes while being stored during the term of this Agreement. Bailor acknowledges that Bailee is not responsible to perform an inspection or under any obligation to inspect the Bailed Property.

10. Extent of Bailee's Liability.

10.1. Bailee assumes no responsibility or liability to Bailor, in spite of anything in this Agreement to the contrary, for the safekeeping of the Bailed Property, or the re-delivery to Bailor, or the performance or non-performance by Bailor of its obligations under this Agreement. Bailee shall not be liable to Bailor, Bailor's heirs, administrators, or assigns or to any third person, agent, or licensee of Bailor for fire, water, theft, damage or any other cause whatsoever to the Bailed Property or injury to person caused by any of the acts of Bailor or any of Bailor's agents, or in any other manner whatsoever, except for the gross negligence of Bailee. Bailee shall not be liable to Bailor or to any third person, agent, or licensee of Bailor, for any defects in the Delivery Point building; it being a condition of this Agreement that Bailor accepts the Delivery Point building premises in the condition in which it exists, and that Bailee shall not be under any duty or obligation to Bailor with respect to the Delivery Point building premises, nor be liable for any warranties or representations in respect to the Delivery Point building premises, whether expressed or implied. Bailee shall not be deemed to be an employer of Bailor or any of its agents or employees, the relation between the Parties is that of Bailee and Bailor.

10.2. Bailee shall not be liable or responsible to Bailor for any of the acts or omissions of Bailor, its agents, servants, employee, or licensees, whether for the safekeeping of the Bailed Property or the condition of the Delivery Point building premises. Bailee shall also not be liable for loss of or damage to the Bailed Property occasioned by gradual deterioration or inherent defect in such Bailed Property.

10.3. Bailee makes no guarantees or warranties as to the Bailed Property.

11. Return on Demand or at the Expiration of this Agreement.

11.1. Bailor may request removal of the Bailed Property from Bailee's storage at any time by sending written notice by certified mail to Bailee at the address of Bailee as shown in Section 16 of this Agreement. If Bailor fails to withdraw such Bailed Property within fifteen (15) days from the date of such notice, then Bailee shall have the absolute right to either (i) continue storing the Bailed Property at the Delivery Point building and initiate storage fees of one hundred dollars (\$100.00) a day and have and enforce a lien for such fees in consideration for its continued storage and safeguarding during this period or (ii) immediately relocate the Bailed Property to a commercial storage facility and initiate storage fees of one hundred dollars (\$100.00) a day and have and enforce a

lien for such fees in consideration for the commercial storage facility storage during this period.

11.2. If Bailor's fails to withdraw the Bailed Property at the end of the two (2) year term of this Agreement, Bailee shall have the absolute right to continue storing the Bailed Property and initiate storage fees of one hundred dollars (\$100.00) a day and have and enforce a lien for such fees in consideration for its continued storage and safeguarding during this period. Should Bailor fail to satisfy the storage fees and lien after ninety (90) days the Bailed Property will be deemed a (unrestricted) gift to the Bailee.

12. Insurance.

Bailor agrees to maintain the insurance that it currently has with Fireman's Fund, Policy Number MZI98388196 that is shown in Exhibit "C," attached hereto and incorporated by this reference for the term of this Agreement. Bailor, at Bailor's expense (unless otherwise stated), shall obtain and maintain such insurance for the duration of this Agreement. Bailor shall name Bailee as an additional insured on the Fireman's Fund, Policy Number MZI98388196 and add coverage for fine art/property at other location (i.e., the Delivery Point building, Bailee's Development & Community Services Building located at 9875 N. 85th Avenue, Peoria, Arizona 85345).

- a. The Bailed Property must remain insured and covered by Bailor as shown in Exhibit "C" during the term of this Agreement, failure of Bailor to do so shall constitute a breach of this Agreement. Upon execution of this Agreement Bailor will furnish Bailee with evidence of the current insurance coverage for the Bailed Property and Bailor shall periodically (ever six (6) months) provide Bailee with proof of continued insurance coverage during the term of this Agreement.
- b. Bailee may elect to purchase additional insurance for the Bailed Property. The Bailed Property may also (at Bailee's sole discretion) be covered by Bailee's additional insurance coverage. Should Bailee elect to obtain additional insurance coverage for the Bailed Property such insurance will not relieve or replace Bailor's obligation to have and keep insurance coverage during the term of this Agreement. Bailee's coverage (if acquired) is solely for Bailee's benefit.
- c. Bailed Property shall be protected by insurance against loss by fire, water and theft in accordance with the valuation established in Exhibit "B."

13. Indemnification.

13.1. Bailor assumes sole responsibility and liability for damage to or loss of the Bailed Property resulting from storage with Bailee, and will indemnify and hold Bailee, its agents, officials and employees harmless from and against all claims, and suits as they

relate to damages, and expenses arising out of the handling, storage, etc. of the Bailed Property during the term of this Agreement.

13.2. Bailor agrees to indemnify, defend, and hold harmless Bailee, its agents, officials and employees from and against all suits and claims as they relate to the Bailed Property that is the result of the performance of this Agreement and for any action outside the scope of this Agreement or intentional act which constitutes a violation of the rules, regulations and statutes of the State of Arizona.

13.3. The damages, which are the subject of this indemnity, shall include, but are not limited to, the damages to persons and property and shall include, in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

14. Amendments to this Agreement.

Amendments to this Agreement may only be accomplished by written instrument, signed by a duly authorized representative of each of the Parties, except as expressly provided otherwise in this Agreement.

15. Events Constituting Default.

The nonperformance by Bailor of any term, covenant, or condition of this Agreement that is not cured within ten (10) days after notice of nonperformance from Bailee, shall constitute a default by Bailor and permit Bailee, at Bailee's option, to terminate this Agreement.

16. Notices.

All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered to the other Party at the address below:

Notices to Bailor:

West Valley Art Museum
c/o William Benz
17420 N. Avenue of the Arts
Surprise, Arizona 85374
Telephone: (623) 243-9303
Cell Phone: (419) 651-3222
E-Mail: billandgerrybenz@gmail.com

Notices to Bailee:

City of Peoria
Peoria Library
Attn: Library Manager
8463 W. Monroe Street
Peoria, Arizona 85345
Telephone (623) 773-7555
Facsimile (623) 773-7567

Notices shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by telefacsimile; or twenty-four (24) hours after deposit in the U.S. Mail, if by certified mail.

MISCELLANEOUS PROVISIONS

1. The Parties agree to do all the necessary things and take the necessary actions to execute and deliver any documents and instruments that are required to carry out the provisions, intent, and purpose of this Agreement.

2. This Agreement is nonassignable in whole or in part. Bailor shall not assign, transfer, convey, pledge, sublet, or otherwise dispose of this Agreement without the prior written consent of Bailee.

3. If legal action by either Party is brought because of a breach/default of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees and court costs.

4. Bailor represents and warrants to Bailee (1) that it is a duly formed non-profit corporation within the State of Arizona; (2) that it possess the ability and Board authorization and authority to carry out the obligations under the Agreement; and (3) that the individual executing this Agreement on behalf of Bailor is authorized and empowered to bind Bailor's Board of Trustees/Directors. Bailee represents and warrants to Bailor (1) that it is a duly formed municipal corporation within the State of Arizona; and (2) that the individual executing this Agreement on behalf of Bailee is authorized and empowered to bind Bailee.

5. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511. Bailor covenants that neither Bailor or as the case may be, if Bailor is a corporation or partnership, has any interest, nor shall Bailor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of this Agreement. Bailor further agrees that in the performance of this Agreement, Bailor shall employ no person having any interest of that nature.

6. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, Arizona.

7. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity, including specific performance.

8. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Additionally, this Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

9. This written Agreement, attachments and exhibits hereto constitute the entire Agreement between the Parties with respect to the subject matter hereto. It may not be released, discharged, changed, or modified, except as expressly provided otherwise in this Agreement.

10. The Parties are required to comply with all applicable federal and state laws and local ordinances and regulations.

11. This Agreement shall be construed in accordance with the laws of the State of Arizona.

12. This Agreement has been prepared by the combined efforts of Bailor and Bailee and is not to be construed against either Party.

13. Pursuant to law, the Parties shall keep and maintain accurate books of records and accounts in accordance with generally accepted accounting principles of liabilities and obligations incurred under this Agreement and all papers, files, accounts, reports, plans and all other material relating to this Agreement and shall make all such materials available at any reasonable time during the term of this Agreement and for five (5) years from the date of termination for audit, inspection and copying upon either Parties' request.

14. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

15. Waiver, or the failure of either Party at any time to require performance by the other of any provision herein, shall in no way affect the Party's subsequent rights and obligations under that provision. Waiver by either Party of a breach of any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**FIRST AMENDMENT TO BAILMENT AGREEMENT
BETWEEN THE CITY OF PEORIA AND
THE WEST VALLEY ART MUSEUM**

This First Amendment to Bailment Agreement (LCON03810) ("Amendment") is entered into as of February 22nd, 2011, by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation ("Bailee"), and the WEST VALLEY ART MUSEUM, an Arizona non-profit corporation ("Bailor"). Bailee and Bailor are also referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Bailee and Bailor entered into the Bailment Agreement for the purpose of having Bailee provide storage for Bailor's one thousand six hundred fifty-one (1651) piece art collection ("Bailed Property"), as more particularly described on Exhibit "A" attached to the Bailment Agreement.

B. Pursuant to the Bailment Agreement, Bailee accepted delivery of the Bailed Property, which is stored in a number of sealed boxes in a room on the second floor of Bailee's Development & Community Services Building located at 9875 N. 85th Avenue, Peoria, Arizona ("Delivery Point").

C. Bailee opened a public art gallery in Bailee's City Hall Building located at 8401 W. Monroe Street, Peoria, Arizona ("Art Gallery") in January 2011 for the purpose of displaying works of art and other items for public viewing.

D. Bailee and Bailor desire to facilitate display of pieces of the Bailed Property in the Art Gallery and other public properties owned by Bailee and other locations for public viewing upon mutual written agreement.

E. Bailor desires to access the Bailed Property at the Delivery Point to open and remove pieces of the Bailed Property from the boxes to prepare them for display at Bailee's Art Gallery and other public properties owned by Bailee and possibly other venues in Peoria and other communities in the West Valley.

F. The Parties desire to adopt this Amendment which would amend the Bailment Agreement so as to allow Bailor to access and handle the Bailed Property so that it can be put on display in Bailee's Art Gallery and other mutually agreed upon venues.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree to amend the Bailment Agreement as follows:

LCON03810A

AGREEMENT

1. Effective Date and Term of the Agreement. Section 2 is hereby amended to add a new subsection 2.3 as follows:

2.3 This Agreement may be extended upon mutual agreement of the Parties for successive two-year terms. Any such extension shall be agreed upon in writing executed by the Parties at least one hundred twenty (120) days prior to expiration of the original and then each subsequent two-year term. For each successive two-year extension, the terms and conditions of this Agreement shall control and apply, unless expressly amended by the Parties in writing in conjunction with exercising an extension.

2. Bailor's Obligation. Subsections 7.2 and 7.3 are hereby deleted in their entirety and replaced as follows:

7.2 Bailor agrees and acknowledges that Bailee will retain the Bailed Property for the Purpose and under the conditions specified herein until the date of termination, including any duly executed two-year extensions of this Agreement, or unless terminated sooner.

7.3 Bailor acknowledges that Bailee will not open the securely sealed Bailed Property boxes while being stored during the term of this Agreement, unless requested to do so while assisting Bailor in removing art works from the boxes for public display as provided herein. Any boxes that are not opened by Bailor or by Bailee at Bailor's request during the term of this Agreement will essentially be the condition that those items of the Bailed Property will be returned to Bailor upon termination of this Agreement (with the exception of loss of or damage occasioned by gradual deterioration or inherent defect). Any art works removed from the boxes by Bailor or Bailee during the term of and as permitted by this Agreement will be returned to Bailor at the termination of this Agreement in sealed boxes or other appropriate containers as directed by Bailor and agreed by Bailee at Bailor's expense.

3. Bailee's Obligation. Subsections 8.2, 8.4, and 8.6 are hereby deleted in their entirety and replaced as follows:

8.2 Bailee will retain the Bailed Property for the Purpose and under the conditions specified herein until the date of termination of this Agreement or unless terminated sooner. The only exceptions would be those pieces of art included in the Bailed Property that are removed from the sealed boxes by Bailor or Bailee at the request of Bailor to be prepared for and/or placed on public display at mutually agreed upon venues. Any pieces of the Bailed Property not located at the Delivery Point on the date of termination of this Agreement will be returned to Bailor by Bailee or retrieved by Bailor at Bailor's expense, which expense shall include packing or other storage of the Bailed Property deemed necessary by Bailor. Bailee shall bear none of the costs associated with returning the Bailed Property to Bailor.

8.4 Bailee will not open the securely sealed Bailed Property boxes while being stored during the term of this Agreement, unless requested by Bailor to assist Bailor in doing so as

permitted herein. Nothing in this subsection absolutely obligates Bailee to honor any request by Bailor to assist in opening the sealed boxes, preparing pieces of the Bailed Property for public display, or physically placing pieces of art on public display. Any such assistance shall be by mutual agreement.

8.6 Bailee agrees to return the Bailed Property to Bailor in the secured sealed boxes at the end of the term of this Agreement or sooner as provided for herein, except for those pieces of the Bailed Property removed from the boxes by Bailor or Bailee at Bailor's request for the purpose of placing them on public display as provided herein. Bailee is not liable to Bailor, Bailor's heirs, administrators, or assigns for any loss or damage resulting to the Bailed Property from fire, theft, or any cause whatsoever.

4. Inspection of Bailed Property. Section 9 is hereby amended to delete the first sentence to read as follows:

Bailor acknowledges that Bailee is not responsible to perform an inspection or under any obligation to inspect the Bailed Property.

5. Extent of Bailee's Liability. Subsection 10.2 is hereby amended to read as follows:

10.2 Bailee shall not be liable or responsible to Bailor for any of the acts or omissions of Bailor, its agents, servants, employees, or licensees, whether for the safekeeping of the Bailed Property or the condition of the Delivery Point building premises or any another premises owned by Bailee where the Bailed Property may be stored or where pieces may be placed on public display. Bailee shall also not be liable for loss or damage to the Bailed Property occasioned by gradual deterioration or inherent defect in such Bailed Property.

6. Return on Demand or at the Expiration of this Agreement. Subsection 11.2 is hereby amended to read as follows:

11.2 If Bailor fails to withdraw the Bailed Property at the termination of this Agreement, Bailee shall have the absolute right to continue storing the Bailed Property and initiate storage fees of one hundred dollars (\$100.00) per day and have and enforce a lien for such fees in consideration for its continued storage and safeguarding during this period. Should Bailor fail to satisfy the storage fees and lien after ninety (90) days, the Bailed Property will be deemed an unrestricted gift to Bailee.

7. The Bailment Agreement is hereby amended to add a new Section 17 entitled "Public Display of Bailed Property," as follows:

17. Public Display of Bailed Property.

17.1 Notwithstanding any other provisions of this Agreement to the contrary, Bailor and Bailee agree that during the term of this Agreement and any extensions thereof the pieces of fine art included in the Bailed Property may be removed by Bailor and by Bailee, upon

mutual agreement, from the sealed boxes for the purpose of preparing and placing them for public display in Bailee's Art Gallery located in City Hall, as well as at other locations and buildings owned by Bailee. Bailor and Bailee will work cooperatively and in good faith to prepare for and set up each public display of the Bailed Property. However, Bailee shall have exclusive authority to determine when, where, and for how long any piece of fine art included in the Bailed Property is displayed at a location owned by Bailee.

17.2 To prepare the Bailed Property for public display, Bailee shall provide Bailor limited access to the Bailed Property at the Delivery Point to permit set up and organization of the fine art pieces. Such access shall be permitted upon the terms set forth in the December 20, 2010 letter attached to this Amendment as Exhibit "A."

17.3 Bailee and Bailor agree that Bailee's Art Gallery located in City Hall is a suitable location for public display of the fine art pieces included in the Bailed Property. Bailee expressly agrees that the Art Gallery has environmental controls, which range between sixty-five degrees (65°) to eighty-five degrees (85°) in temperature and range from ten percent (10%) to fifty percent (50%) humidity the majority of the time, which are permissible fluctuations within the required parameters as needed to maintain the optimum physical condition of the Bailed Property.

17.4 Bailee and Bailor agree that public display of the Bailed Property at locations and within facilities owned by Bailee other than the Art Gallery shall only be undertaken after the Parties reach agreement regarding the environmental suitability of a proposed location for a display and other logistics attendant to effecting the display, including the cost of setting up, securing, and maintaining the display. All such agreements shall be by letter agreement signed by authorized representatives of Bailee and Bailor.

17.5 Bailee and Bailor also agree that Bailor may, at its sole cost and expense, undertake to display pieces of the Bailed Property at other locations not owned by Bailee. However, no such display shall include any pieces of fine art included in the Bailed Property that are currently on display at a facility or location owned by Bailee, unless Bailee agrees in writing to release a particular piece(s) for the new display. In such event, Bailor shall provide Bailee advanced written notice of a proposed display at least ten (10) business days before Bailor commences preparing for the display so as to allow Bailee to permit Bailor access to the Bailed Property for this purpose. Such notice shall include a listing of the pieces of fine art from the Bailed Property proposed to be included in the exhibit. Upon the conclusion of the exhibit, all pieces of fine art on the list shall be returned to the Delivery Point or such other location as agreed upon by the Parties.

17.6 In addition to the insurance coverage required by Section 12 of this Agreement, Bailor shall obtain and have in full force and effect prior to undertaking any preparation of the Bailed Property for public display as provided herein insurance for the duration of this Agreement that will provide coverage for any damage that may occur to the Bailed Property while it is being prepared for public display and while it is on public display at facilities or locations, including the City Hall Art Gallery, owned by Bailee. Such insurance shall cover tearing, ripping, breakage, and other casualty that may occur accidentally while the

pieces of fine art are being handled and displayed. Bailor shall name Bailee as an additional insured on this policy. A copy of this additional insurance policy shall be provided by Bailor to Bailee prior to Bailee permitting Bailor to access the Bailed Property at the Delivery Point.

8. **Full Force and Effect.** As modified and amended hereby, Bailor and Bailee each ratifies and affirms the terms of the Bailment Agreement. Except as expressly modified herein, the Bailment Agreement remains in full force and effect.

9. **Binding.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto, their respective successors in interest and assigns both as respects benefits and burdens created herein.

10. **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.

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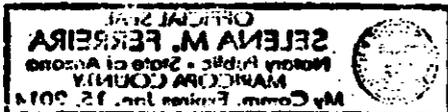


EXHIBIT A



City of Peoria

Deputy City Manager's Office for Community & Development Services

8401 West Monroe Street, Peoria, Arizona 85345
Phone: 623-773-7324 Fax: 623-773-7292

December 20, 2010

**William Benz, President
West Valley Art Museum
P.O. Box 6377
Peoria, AZ 85345**

Dear Bill,

Thank you for your letter requesting access of the West Valley Art Museum collection. We agree that taking our partnership to the next level would be beneficial to both parties and the community. After discussion with key staff, we are willing to offer you the following options:

- Limited access to set up and organize the collection for a period of up to two months. This would give you site access Monday through Thursday 8-12pm. We will allow four people to work on the project, led by Constance McMillin. City art staff (David Hunenberg & Andre Licardi) will meet you at DCSB and open up the area. At noon, they will return and close the site.
- To ensure that the Museum's shelving is properly re-assembled and meets the City's safety standards, Facilities staff will monitor the progress and they must sign off on the completed project before the shelving is put to use.
- Once the collection is set up, Museum personnel may access the area two mornings a week for maintenance, care and putting together exhibitions. These days will be arranged in advance.
- Museum personnel will collaborate with art staff for putting together gallery exhibitions and in determining the placement of additional art in public City Buildings. City staff will have the final say in where pieces are displayed.

www.peoriaaz.com

West Valley Art Museum
Page 2

**If this meets your approval, our legal staff will complete an agreement to include these terms.
We look forward to your response.**

Sincerely,



Susan J. Daludding
Deputy City Manager

c: Connie McMillin, WVAM
David Hunenberg, Community Services
City Attorney's Office
Walt Begley, Public Works

**BAILMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA
AND
THE WEST VALLEY ART MUSEUM**

This BAILMENT AGREEMENT ("Agreement") is made on ~~April~~ ^{May} 11, 2010 between the City of Peoria, an Arizona municipal corporation, whose address is 8401 W. Monroe Street, Peoria, Maricopa County, Arizona 85345, referred to as ("Bailee") and the West Valley Art Museum, an Arizona non-profit corporation whose address is 17420 N. Avenue of the Arts, Surprise, Maricopa County, Arizona 85374, referred to ("Bailor"). Bailor and Bailee are also referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows.

SUBJECT MATTER OF BAILMENT

Bailee will receive from Bailor their one thousand six hundred fifty-one (1651) piece art collection ("Bailed Property") as specifically described in Exhibit "A" attached hereto and incorporated by this reference for the purpose of storage.

AGREEMENT

Now, therefore, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **Purpose.**

1.1. The purpose of this Agreement is for Bailee to provide storage for Bailor's art collection/Bailed Property. It is the intent of this Agreement to outline the terms and conditions for Bailee to provide storage for Bailor's Bailed Property.

1.2. The Parties agree that entering into this Agreement for the stated Purpose is to their mutual benefit, and that such benefit constitutes full and adequate consideration for entering into this Agreement. By entering into this Agreement, neither Party assumes any obligation of any kind to the other Party not expressly stated herein. This Agreement does not constitute or create a joint venture, partnership, or formal business entity of any kind.

2. **Effective Date and Term of the Agreement.**

2.1. This Agreement shall become effective on the date first noted above when executed by the signatures of the authorized representatives of the Parties.

2.2. The Parties intend that this Agreement will run for a term of two (2) years from the effective date. This Agreement shall continue from the effective date when executed by Bailor and Bailee and shall remain in effect for a period of two (2) years from the effective date, unless terminated sooner pursuant to the provisions of this Agreement.

LCON03810

3. **Bailed Property.**

The Bailor agrees to deliver to Bailee and Bailee agrees to receive from Bailor for the purpose and under the conditions specified in this Agreement the Bailed Property as noted and described in Exhibit "A."

4. **Value of Bailed Property.**

The value of the Bailed Property at the time of delivery is one million, five hundred thousand dollars (\$1,500,000) as evidenced in Exhibit "B" the West Valley Art Museum Collection Catalog and attached hereto and incorporated by this reference.

5. **Condition and Title of Bailed Property.**

5.1. Bailor in an "as is" condition furnishes the Bailed Property. Bailee will accept the Bailed Property in the "as is" condition and makes no warranties or guarantees concerning the condition or fitness of the Bailed Property.

5.2. Bailor warrants to Bailee that they have clear and good legal title to the Bailed Property and are authorized to allow Bailee to store the Bailed Property. Bailee is not liable to Bailor if a third party makes a lawful claim to the Bailed Property.

6. **Preparation and Delivery of Bailed Property.**

6.1. Bailor shall deliver the Bailed Property in secured sealed boxes. The Bailee will not accept any Bailed Property that is not in a secured sealed box.

6.2. Bailor shall deliver the Bailed Property to the Bailee at Bailee's Development & Community Services Building located at 9875 N. 85th Avenue, Peoria, Arizona (hereinafter referred to as the Delivery Point) within seven (7) business days of the effective date of this Agreement.

6.3. Handling, packaging, transportation, and shipping costs for delivery of the Bailed Property to the Delivery Point building shall be the sole responsibility of Bailor.

7. **Bailor's Obligation.**

7.1. Bailor is responsible for delivery of the Bailed Property to Bailee in the manner and at the Delivery Point as established in this Agreement.

7.2. Bailor agrees and acknowledges that Bailee will retain the Bailed Property for the Purpose and under the conditions specified herein until the date of termination or unless terminated sooner. The date of termination shall not exceed a two (2) year term commencing on the effective date.

7.3. Bailor acknowledges that Bailee will not open the securely sealed Bailed Property boxes while being stored during the term of this Agreement. The condition that Bailor packages, secures seals, and delivers the Bailed Property to Bailee will essentially be the

condition that the Bailed Property will be returned to Bailor (with the exception of loss of or damage occasioned by gradual deterioration or inherent defect).

7.4. It is acceptable to Bailor that the Bailed Property will be retained in a fenced area on the second level of the Delivery Point building. The Delivery Point building has environmental controls, which range between sixty-five degrees (65°) to eighty-five degrees (85°) in temperature and range from ten percent (10%) to fifty percent (50%) humidity the majority of the time, and which are permissible fluctuations within the required parameters as needed to maintain the optimum physical condition of the Bailed Property. The fenced secured area, aforementioned temperatures, and procedure for the Delivery Point building are sufficient and acceptable to Bailor for the safekeeping of the Bailed Property while in storage at the Delivery Point building.

7.5. Bailor agrees to request return of and obtain the Bailed Property at the end of the term of this Agreement or sooner as provided for herein.

7.6. Bailor agrees to secure, pay for, and maintain the required insurance as established in Section 12 of this Agreement on the Bailed Property for the term of this Agreement. If Bailor should fail to pay for, and maintain the required insurance, such will constitute a default.

8. Bailee's Obligation.

8.1. Upon receipt of the Bailed Property Bailee will move the Bailed Property to the agreed upon fenced storage location on the second level within the Delivery Point building. Bailee will not inspect the condition of the Bailed Property or report any damage (if any) to the Bailor.

8.2. Bailee will retain the Bailed Property for the Purpose and under the conditions specified herein until the date of termination of this Agreement or unless terminated sooner. The date of termination shall not exceed a two (2) year term commencing on the effective date.

8.3. Bailee will retain the Bailed Property in a fenced area on the second level of the Delivery Point building. The Delivery Point building has environmental controls, which range between sixty-five degrees (65°) to eighty-five degrees (85°) in temperature and range from ten percent (10%) to fifty percent (50%) humidity the majority of the time, and which are permissible fluctuations within the required parameters as needed to maintain the optimum physical condition of the Bailed Property. The fenced secured area, aforementioned temperatures, and procedure for the Delivery Point building are sufficient and acceptable to Bailor for the safekeeping of the Bailed Property while in storage at the Delivery Point building.

8.4. Bailee will not open the securely sealed Bailed Property boxes while being stored during the term of this Agreement.

8.5. Bailee makes no guarantees or warranties as to the Bailed Property.

8.6. Bailee agrees to return the Bailed property to Bailor in the secured sealed boxes at the end of the term of this Agreement or sooner as provided for herein. Bailee is not liable to Bailor, Bailor's heirs, administrators, or assigns for any loss or damage resulting to the Bailed Property from fire, theft, or any other cause whatsoever.

9. Inspection of the Bailed Property.

Bailee will not inspect or open the securely sealed Bailed Property boxes while being stored during the term of this Agreement. Bailor acknowledges that Bailee is not responsible to perform an inspection or under any obligation to inspect the Bailed Property.

10. Extent of Bailee's Liability.

10.1. Bailee assumes no responsibility or liability to Bailor, in spite of anything in this Agreement to the contrary, for the safekeeping of the Bailed Property, or the re-delivery to Bailor, or the performance or non-performance by Bailor of its obligations under this Agreement. Bailee shall not be liable to Bailor, Bailor's heirs, administrators, or assigns or to any third person, agent, or licensee of Bailor for fire, water, theft, damage or any other cause whatsoever to the Bailed Property or injury to person caused by any of the acts of Bailor or any of Bailor's agents, or in any other manner whatsoever, except for the gross negligence of Bailee. Bailee shall not be liable to Bailor or to any third person, agent, or licensee of Bailor, for any defects in the Delivery Point building; it being a condition of this Agreement that Bailor accepts the Delivery Point building premises in the condition in which it exists, and that Bailee shall not be under any duty or obligation to Bailor with respect to the Delivery Point building premises, nor be liable for any warranties or representations in respect to the Delivery Point building premises, whether expressed or implied. Bailee shall not be deemed to be an employer of Bailor or any of its agents or employees, the relation between the Parties is that of Bailee and Bailor.

10.2. Bailee shall not be liable or responsible to Bailor for any of the acts or omissions of Bailor, its agents, servants, employee, or licensees, whether for the safekeeping of the Bailed Property or the condition of the Delivery Point building premises. Bailee shall also not be liable for loss of or damage to the Bailed Property occasioned by gradual deterioration or inherent defect in such Bailed Property.

10.3. Bailee makes no guarantees or warranties as to the Bailed Property.

11. Return on Demand or at the Expiration of this Agreement.

11.1. Bailor may request removal of the Bailed Property from Bailee's storage at any time by sending written notice by certified mail to Bailee at the address of Bailee as shown in Section 16 of this Agreement. If Bailor fails to withdraw such Bailed Property within fifteen (15) days from the date of such notice, then Bailee shall have the absolute right to either (i) continue storing the Bailed Property at the Delivery Point building and initiate storage fees of one hundred dollars (\$100.00) a day and have and enforce a lien for such fees in consideration for its continued storage and safeguarding during this period or (ii) immediately relocate the Bailed Property to a commercial storage facility and initiate storage fees of one hundred dollars (\$100.00) a day and have and enforce a

lien for such fees in consideration for the commercial storage facility storage during this period.

11.2. If Bailor fails to withdraw the Bailed Property at the end of the two (2) year term of this Agreement, Bailee shall have the absolute right to continue storing the Bailed Property and initiate storage fees of one hundred dollars (\$100.00) a day and have and enforce a lien for such fees in consideration for its continued storage and safeguarding during this period. Should Bailor fail to satisfy the storage fees and lien after ninety (90) days the Bailed Property will be deemed a (unrestricted) gift to the Bailee.

12. Insurance.

Bailor agrees to maintain the insurance that it currently has with Fireman's Fund, Policy Number MZI98388196 that is shown in Exhibit "C," attached hereto and incorporated by this reference for the term of this Agreement. Bailor, at Bailor's expense (unless otherwise stated), shall obtain and maintain such insurance for the duration of this Agreement. Bailor shall name Bailee as an additional insured on the Fireman's Fund, Policy Number MZI98388196 and add coverage for fine art/property at other location (i.e., the Delivery Point building, Bailee's Development & Community Services Building located at 9875 N. 85th Avenue, Peoria, Arizona 85345).

- a. The Bailed Property must remain insured and covered by Bailor as shown in Exhibit "C" during the term of this Agreement, failure of Bailor to do so shall constitute a breach of this Agreement. Upon execution of this Agreement Bailor will furnish Bailee with evidence of the current insurance coverage for the Bailed Property and Bailor shall periodically (ever six (6) months) provide Bailee with proof of continued insurance coverage during the term of this Agreement.
- b. Bailee may elect to purchase additional insurance for the Bailed Property. The Bailed Property may also (at Bailee's sole discretion) be covered by Bailee's additional insurance coverage. Should Bailee elect to obtain additional insurance coverage for the Bailed Property such insurance will not relieve or replace Bailor's obligation to have and keep insurance coverage during the term of this Agreement. Bailee's coverage (if acquired) is solely for Bailee's benefit.
- c. Bailed Property shall be protected by insurance against loss by fire, water and theft in accordance with the valuation established in Exhibit "B."

13. Indemnification.

13.1. Bailor assumes sole responsibility and liability for damage to or loss of the Bailed Property resulting from storage with Bailee, and will indemnify and hold Bailee, its agents, officials and employees harmless from and against all claims, and suits as they

relate to damages, and expenses arising out of the handling, storage, etc. of the Bailed Property during the term of this Agreement.

13.2. Bailor agrees to indemnify, defend, and hold harmless Bailee, its agents, officials and employees from and against all suits and claims as they relate to the Bailed Property that is the result of the performance of this Agreement and for any action outside the scope of this Agreement or intentional act which constitutes a violation of the rules, regulations and statutes of the State of Arizona.

13.3. The damages, which are the subject of this indemnity, shall include, but are not limited to, the damages to persons and property and shall include, in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

14. Amendments to this Agreement.

Amendments to this Agreement may only be accomplished by written instrument, signed by a duly authorized representative of each of the Parties, except as expressly provided otherwise in this Agreement.

15. Events Constituting Default.

The nonperformance by Bailor of any term, covenant, or condition of this Agreement that is not cured within ten (10) days after notice of nonperformance from Bailee, shall constitute a default by Bailor and permit Bailee, at Bailee's option, to terminate this Agreement.

16. Notices.

All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered to the other Party at the address below:

Notices to Bailor:

West Valley Art Museum
c/o William Benz
17420 N. Avenue of the Arts
Surprise, Arizona 85374
Telephone: (623) 243-9303
Cell Phone: (419) 651-3222
E-Mail: billandgerrybenz@gmail.com

Notices to Bailee:

City of Peoria
Peoria Library
Attn: Library Manager
8463 W. Monroe Street
Peoria, Arizona 85345
Telephone (623) 773-7555
Facsimile (623) 773-7567

Notices shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by telefacsimile; or twenty-four (24) hours after deposit in the U.S. Mail, if by certified mail.

MISCELLANEOUS PROVISIONS

1. The Parties agree to do all the necessary things and take the necessary actions to execute and deliver any documents and instruments that are required to carry out the provisions, intent, and purpose of this Agreement.

2. This Agreement is nonassignable in whole or in part. Bailor shall not assign, transfer, convey, pledge, sublet, or otherwise dispose of this Agreement without the prior written consent of Bailee.

3. If legal action by either Party is brought because of a breach/default of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees and court costs.

4. Bailor represents and warrants to Bailee (1) that it is a duly formed non-profit corporation within the State of Arizona; (2) that it possess the ability and Board authorization and authority to carry out the obligations under the Agreement; and (3) that the individual executing this Agreement on behalf of Bailor is authorized and empowered to bind Bailor's Board of Trustees/Directors. Bailee represents and warrants to Bailor (1) that it is a duly formed municipal corporation within the State of Arizona; and (2) that the individual executing this Agreement on behalf of Bailee is authorized and empowered to bind Bailee.

5. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511. Bailor covenants that neither Bailor or as the case may be, if Bailor is a corporation or partnership, has any interest, nor shall Bailor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of this Agreement. Bailor further agrees that in the performance of this Agreement, Bailor shall employ no person having any interest of that nature.

6. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, Arizona.

7. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity, including specific performance.

8. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Additionally, this Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

9. This written Agreement, attachments and exhibits hereto constitute the entire Agreement between the Parties with respect to the subject matter hereto. It may not be released, discharged, changed, or modified, except as expressly provided otherwise in this Agreement.

10. The Parties are required to comply with all applicable federal and state laws and local ordinances and regulations.

11. This Agreement shall be construed in accordance with the laws of the State of Arizona.

12. This Agreement has been prepared by the combined efforts of Bailor and Bailee and is not to be construed against either Party.

13. Pursuant to law, the Parties shall keep and maintain accurate books of records and accounts in accordance with generally accepted accounting principles of liabilities and obligations incurred under this Agreement and all papers, files, accounts, reports, plans and all other material relating to this Agreement and shall make all such materials available at any reasonable time during the term of this Agreement and for five (5) years from the date of termination for audit, inspection and copying upon either Parties' request.

14. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

15. Waiver, or the failure of either Party at any time to require performance by the other of any provision herein, shall in no way affect the Party's subsequent rights and obligations under that provision. Waiver by either Party of a breach of any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**MEMORANDUM OF UNDERSTANDING
CITY OF PEORIA, ARIZONA
AND
WEST VALLEY ART MUSEUM**

This Memorandum of Understanding ("MOU") is dated as of the 12th day of March 2012, and is made by and between The City of Peoria, Arizona, an Arizona municipal corporation ("City") and the West Valley Art Museum ("WVAM"), an Arizona Non-Profit Corporation.

WHEREAS the City and the WVAM wish to continue cooperating in the operation of a Gallery located in the City Hall Building;

AND WHEREAS said Gallery is expected to continue operating in the City Hall building for an undefined period of time necessary for the WVAM to locate a new "home" for its art, it being expressly understood that the operation of said Gallery may be suspended or discontinued at any time by the City upon reasonable notice to the WVAM;

AND WHEREAS the City and the WVAM have entered into a separate Bailment Agreement and Amendment(s) thereto, the provisions of which remain unaffected by this Memorandum of Understanding **AND** it is expressly understood that this Memorandum of Understanding relates to the operation of the Gallery only and does not change any term or condition of the Bailment Agreement and Amendment(s) thereto. To the extent there is a conflict among terms, the Bailment Agreement and any amendments thereto control;

AND WHEREAS the City and the WVAM wish to set forth more fully their various responsibilities related to the operation of the Gallery;

AND WHEREAS consistent with the Bailment Agreement this implementing agreement presumes exhibition of some or all of the WVAM's collection as well as other artwork;

NOW THEREFORE, in consideration of the on-going agreement to operate a Gallery as set forth in the foregoing recitals, the City and the WVAM agree to cooperate in the operation of the Gallery as follows:

A. The City Shall:

1. Continue to, for a reasonable time of twelve months, unless this Agreement is sooner terminated at the City's option, provide Gallery space in the City Hall for exhibiting art. Should the City terminate this Agreement at its option and prior to the expiration of the twelve month term, it will use its best efforts to provide ninety days notice of any such termination. Both parties recognize that the initial twelve month term may be extended by the mutual agreement of the parties as

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CITY CLERK'S OFFICE
MAR 22 2012

LCON01012

MOU CITY OF PEORIA & WEST VALLEY ART MUSEUM

Page 2 of 5

evidenced by an amendment hereto. Any extensions will be subject to the same option to terminate.

2. The City will provide for the fingerprinting of volunteers who will have access to the art and will further provide an orientation for all new volunteers who will, on behalf of the WVAM, staff the Gallery.
3. Reasonably cooperate with the WVAM regarding the types of exhibits to be displayed. In the event of a disagreement, the City has final approval rights for any and all exhibits to be displayed in the Gallery.
4. Provide custodial services for the Gallery no less than two times per week and as needed following special events. The custodial services will be limited to cleaning the pertinent portion of the City Hall building where the Gallery is located as well as appurtenances thereto. It is expressly understood that the custodial services contemplated do not extend to the cleaning of artwork or other personal property that is a part of or used in conjunction with any artwork exhibited.
5. At its option, cooperate by and through its Public Information Office in the publicity and/or promotion of art that is to be exhibited or that is currently exhibited in the Gallery. All requests by the WVAM for promotional assistance will be initiated through the City's Public Information Manager.

B. The City Shall Not:

1. Provide stipends, salaries or benefits to or for Gallery personnel or volunteers. It is recognized and understood that Gallery personnel, volunteer or otherwise, are not City employees nor are they contractors operating for or on behalf of the City. Moreover, it is expressly understood that the WVAM is not an agent of or for the City.
2. Purchase operational supplies for the Gallery other than those supplies necessary to maintain the facility and to clean the Gallery as set forth in preceding paragraph A4.
3. Provide security for the Gallery and/or any of its exhibits including but not limited to works of art or other personal property.
4. Fund individual exhibits for the Gallery that are sponsored or contracted for by the WVAM. It is understood that all funding for such exhibits is the sole and exclusive responsibility of the WVAM.

C. The West Valley Art Museum Shall:

1. Staff the Gallery with volunteers (or personnel) who will manage all operational functions of the Gallery.
2. Repair and paint Gallery walls following each exhibition as needed and/or at the request of the City. Such repair and painting will be done at the WVAM's expense and in accordance with City guidelines for maintenance of its facilities, except that the City will supply the necessary paint.
3. Annually schedule exhibits comprised of at least seventy percent of artwork that is outside the art collection(s) belonging to the WVAM.
4. Obtain necessary insurance (or confirm evidence of existing insurance) for any and all artwork comprising the Gallery's exhibits whether or not an exhibit is from the WVAM's own collection or is from an outside organization or artist(s). The WVAM agrees to name the City as an additional insured on any and all policies of insurance related to its operation of the Gallery and further agrees to hold the City harmless and will defend and indemnify the City from and for any and all claims of damage, theft or other loss related in any way to the exhibition of art whether owned by the WVAM or others. The WVAM agrees to provide evidence of insurance to the City's Claims Coordinator prior to the start of any exhibit.
5. Schedule all staff and volunteers for the Gallery and will ensure that the Gallery is staffed during all hours of operation. The hours of operation are Monday through Wednesday 10 am to 4 pm and Thursday from 12 pm to 6 pm. The WVAM may, with the prior approval of the City, schedule staff and volunteers for special events. The WVAM recognizes and understands that obtaining the presence of City staff and/or access to City buildings during hours that fall outside the Gallery's normal operating hours is within the total discretion of the City.
6. Abide by all City, State and Federal laws as well as City policies and procedures in the operation(s) of the Gallery.
7. Adhere to any and all rules and regulations attached to or associated with outside exhibits that the WVAM agrees to host. It is expressly understood that the WVAM is in sole and exclusive control of all artwork and/or other property comprising exhibits located in the Gallery or appurtenant to the Gallery. Outside exhibits are those exhibits that include the art and/or property of persons, including but not limited to corporations, museums, galleries or others, that is not the art or property of the WVAM. It is further understood that no exhibit will require special display or environmental conditions without obtaining the express written consent and approval of the City.

MOU CITY OF PEORIA & WEST VALLEY ART MUSEUM

Page 4 of 5

- 8. Be responsible for the installation and taking down of all exhibits in the Gallery. The installation and taking down of exhibits will take place during hours the Gallery is not open and preferably between close of the Gallery on Thursday and opening of the Gallery on Monday. This provision is meant to prevent the disruption of normal City operations. Moreover, this provision is meant to prevent the closure of the Gallery during normal operating hours for the purpose of setting up or the taking down of exhibits, it being understood that the Gallery is to remain open during those hours agreed upon as set forth above. In effectuating this term, the WVAM will cooperate with the City in order to schedule the installation and take down activities at a convenient time and to avoid any expense to the City related to these activities. The City will allow reasonable access to the WVAM's storage area, in accordance with the terms of that certain Bailment Agreement between the WVAM and the City dated May 11, 2010, including any amendments thereto.**
- 9. Oversee and coordinate the event known as Peoria's Celebration of Artists which event is annually held during the month of March in the City Hall. For purposes of the current term of this Agreement only, City staff will provide a history and will explain to the WVAM the framework they have previously used for the event. The WVAM will manage all aspects of the event and will also be responsible for the costs and expenses of the event.**

MOU CITY OF PEORIA & WEST VALLEY ART MUSEUM

Page 5 of 5

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

Dated 2-7-12

WEST VALLEY ART MUSEUM



By CONSTANCE McMillin Its Secretary/Treasurer

Dated 3-12-12

CITY OF PEORIA

Susan Hope
Carl Swenson,
City Manager

ATTEST:



Wanda Nelson
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

LCON01012

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: February 21, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P.E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Resolution, Neighborhood Traffic Management Program (NTMP), Various Locations

Purpose:

This is a request for City Council to adopt Resolution Nos. 13-29 and 13-30 to establish two additional Residential Traffic Control Areas for the Neighborhood Traffic Management Program (NTMP), as follows:

- Citrus Garden Estates – area bounded by Williams Road to the north, 83rd Avenue to the east, Via Montoya Drive to the south, and 87th Avenue to the west.
- Calle Lejos Rural – area bounded by Villa Lindo to the north, 67th Avenue to the east, Pinnacle Peak Road to the south and 71st Avenue to the west.

Background/Summary:

Establishing the 76th and 77th Residential Traffic Control Areas will allow the residents and the Traffic Engineering Division staff to work together in the selection of appropriate traffic calming measures to improve the quality of life in their neighborhoods, in accordance with the City's NTMP process. Residents in these areas have been experiencing problems with the majority of motorists driving at least five miles per hour (mph) over the posted speed limit of 25 mph.

Upon adoption of these Resolutions, staff will begin to work with the neighborhoods to develop a traffic calming solution for these areas. Currently, there are 75 neighborhoods and two collector roadways that have been established as Residential Traffic Control Areas, as approved through Resolutions by City Council. The Residential Traffic Control Areas may be designated by considering the following factors:

1. Volume and/or speed of traffic in the area;
2. The extent of traffic in the area for other than local use or to avoid congested intersections; and

3. The extent that the designated Residential Traffic Control Area will help alleviate traffic congestion, hazards to pedestrians and related health and safety issues.

Options:

- A:** Approve adoption of the new traffic control areas (TCA).
- B:** Deny adoption of establishing new traffic control areas (TCA) which may result in discouraging the citizens to pursue neighborhood traffic management measures.

Staff's Recommendation:

Staff recommends that Mayor and Council approve the Resolutions to establish the 76th and 77th Residential Traffic Control Areas.

Fiscal Analysis:

No Fiscal impact.

Narrative:

Upon approval of establishing the new traffic control areas, staff will proceed with the installation of NTMP measures in these areas.

Exhibit(s):

Exhibit 1: Resolution (Citrus Garden Estates, NTMP 76) w/ Exhibit A

Exhibit 2: Resolution (Calle Lejos Rual, NTMP 77) w/ Exhibit A

Contact Name and Number: Jamal Rahimi, X7224

RESOLUTION NO. 2013-29

A RESOLUTION OF THE MAYOR AND THE COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TRAFFIC CONTROL AREA FOR THE CITRUS GARDEN ESTATES NEIGHBORHOOD (AREA BOUNDED BY WILLIAMS ROAD TO THE NORTH, 83rd AVENUE TO THE EAST, VIA MONTOYA DRIVE TO THE SOUTH AND 87TH AVENUE TO THE WEST).

WHEREAS, Section 14-78 of the Peoria City Code (1992) authorizes the City Council to establish by resolution designated Residential Traffic Control Areas in which the Engineering Director or his designee may erect temporary and permanent traffic control devices, structures and improvements to regulate and restrict the flow of traffic into, through and out of the area; and

WHEREAS, pursuant to Section 14-78 of the Peoria City Code (1992) the Engineering Director of the City or his designee has evaluated the area attached as Exhibit "A" to this resolution and considered the volume of motor vehicle traffic, the extent of local traffic and avoidance of congested intersections and the use of designated residential traffic control areas to alleviate traffic congestion and has recommended the establishment of a Residential Traffic Control Area for the area designated on Exhibit "A" to this resolution.

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

Section 1. Establishment of Residential Traffic Control Area

- (a) The Mayor and Council of the City of Peoria, Arizona, upon recommendation of the Engineering Director of the City, find and determine it to be in the public interest to establish a Residential Traffic Control Area for the area as set forth in Exhibit "A" attached to this Resolution.
- (b) That the Engineering Director of the City or his designee based on their professional engineering judgment are authorized to install such temporary and/or permanent traffic control devices, structures and improvements to regulate and restrict the flow of traffic into, through and out of the area designated on Exhibit "A" so as to reduce or

redirect traffic volume, non local use, excessive speed and promote health and safety within the designated area.

- (c) Nothing in this resolution shall be deemed to restrict the ability of the Engineering Director or his designee to modify the placement of, type of or use of a traffic control device within the Residential Traffic Control Area designated on Exhibit "A" attached to this resolution.

Section 2. Filing

- (a) That the original of this resolution and exhibit shall be on file in the office of the City Clerk and that certified copies shall be placed on file in the Office of the City Attorney, Department of Engineering and Municipal Court for public inspection and judicial notice shall be taken of the passage of such resolutions and designation of areas.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 19th day of March, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2013-30

A RESOLUTION OF THE MAYOR AND THE COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TRAFFIC CONTROL AREA FOR THE CALLE LEJOS RURAL NEIGHBORHOOD (AREA BOUNDED BY VILLA LINDO TO THE NORTH, 67th AVENUE TO THE EAST, PINNACLE PEAK ROAD TO THE SOUTH AND 71ST AVENUE TO THE WEST).

WHEREAS, Section 14-78 of the Peoria City Code (1992) authorizes the City Council to establish by resolution designated Residential Traffic Control Areas in which the Engineering Director or his designee may erect temporary and permanent traffic control devices, structures and improvements to regulate and restrict the flow of traffic into, through and out of the area; and

WHEREAS, pursuant to Section 14-78 of the Peoria City Code (1992) the Engineering Director of the City or his designee has evaluated the area attached as Exhibit "A" to this resolution and considered the volume of motor vehicle traffic, the extent of local traffic and avoidance of congested intersections and the use of designated residential traffic control areas to alleviate traffic congestion and has recommended the establishment of a Residential Traffic Control Area for the area designated on Exhibit "A" to this resolution.

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

Section 1. Establishment of Residential Traffic Control Area

- (a) The Mayor and Council of the City of Peoria, Arizona, upon recommendation of the Engineering Director of the City, find and determine it to be in the public interest to establish a Residential Traffic Control Area for the area as set forth in Exhibit "A" attached to this Resolution
- (b) That the Engineering Director of the City or his designee based on their professional engineering judgment are authorized to install such temporary and/or permanent traffic control devices, structures and improvements to regulate and restrict the flow of traffic into, through

and out of the area designated on Exhibit "A" so as to reduce or redirect traffic volume, non local use, excessive speed and promote health and safety within the designated area.

- (c) Nothing in this resolution shall be deemed to restrict the ability of the Engineering Director or his designee to modify the placement of, type of or use of a traffic control device within the Residential Traffic Control Area designated on Exhibit "A" attached to this resolution.

Section 2. Filing

- (a) That the original of this resolution and exhibit shall be on file in the office of the City Clerk and that certified copies shall be placed on file in the Office of the City Attorney, Department of Engineering and Municipal Court for public inspection and judicial notice shall be taken of the passage of such resolutions and designation of areas.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 19th day of March, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachment:

Resolution No. 2013-30
Neighborhood Traffic Management Program
Calle Lejos Rural (NTMP 77)
March 19, 2013
Page 3 of 2 Pages

1. Exhibit A

EXHIBIT A



RESIDENTIAL TRAFFIC CONTROL AREA CITRUS GARDENS ESTATES NTMP PROJECT NUMBER 76

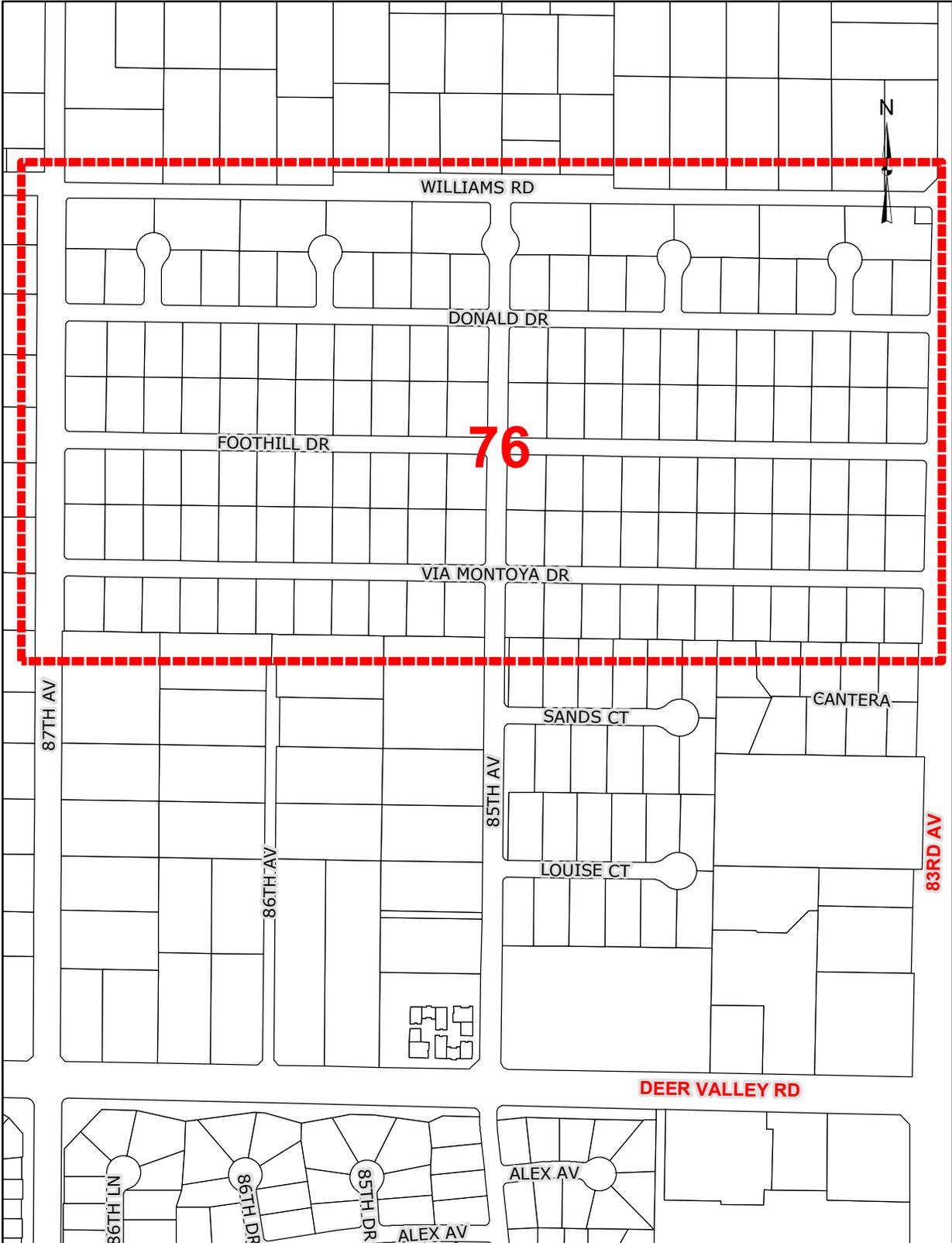
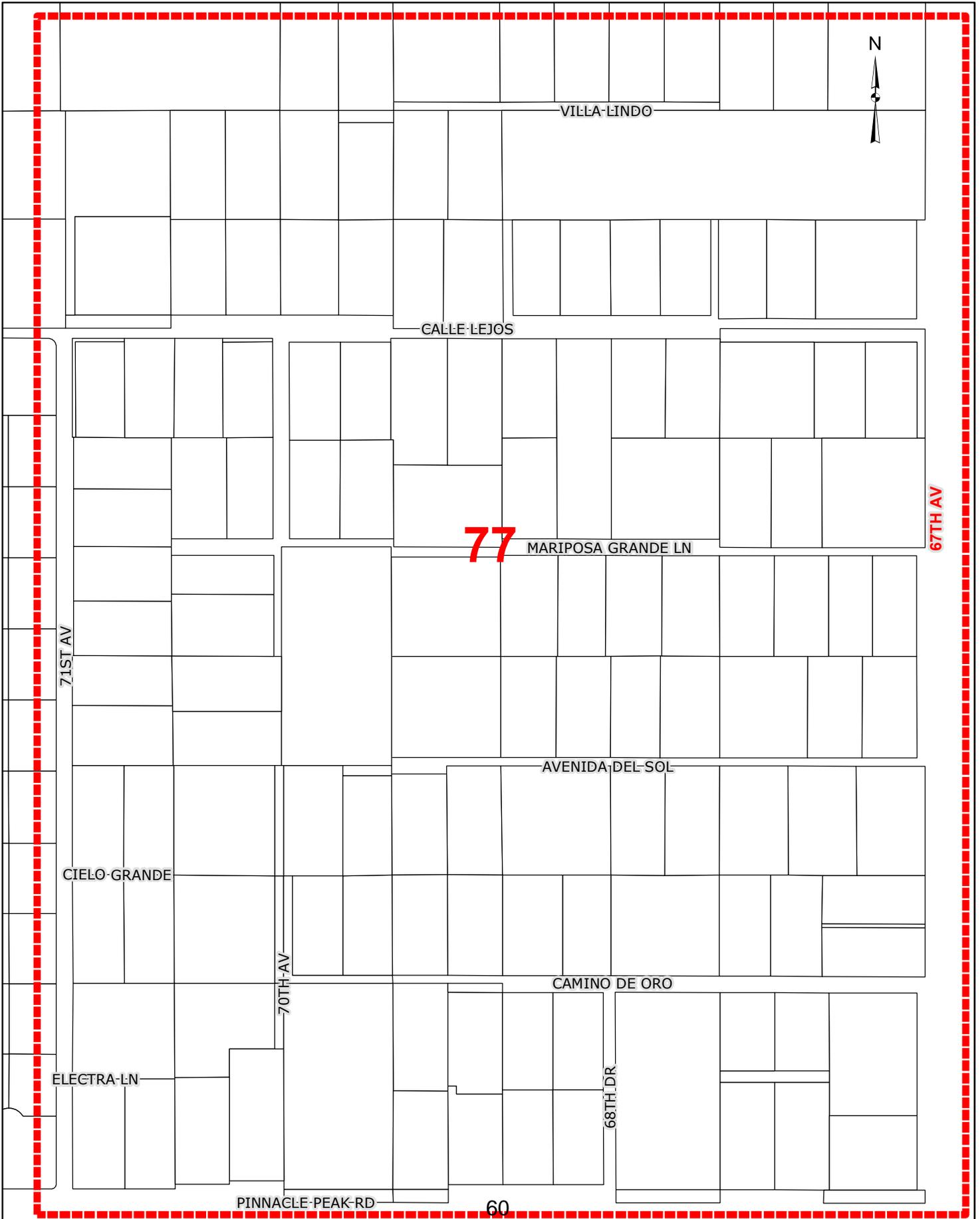




EXHIBIT A

RESIDENTIAL TRAFFIC CONTROL AREA CALLE LEJOS RURAL NTMP PROJECT NUMBER 77



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: March 4, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Easement, Arizona Public Service Utility, Peoria Sports Complex Improvements

Purpose:

This is a request for City Council to authorize the execution of a Utility Easement to Arizona Public Service (APS) for the installation and maintenance of electrical facilities associated with the construction of the Peoria Sports Complex Improvements.

Background/Summary:

The City and APS have worked together to design an electrical system that will provide power to the Sports Complex Improvements.

Previous Actions:

APS has agreed to construct the electrical facilities necessary to provide power for the Peoria Sports Complex Improvements and will require an easement over City owned property to allow them to install and maintain these facilities.

Options:

- A:** City Council authorizes the execution and recordation of the Easement.
- B:** City Council chooses not to authorize the easement resulting in APS being unable to complete the electrical system as designed.

Staff's Recommendation:

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the APS easement.

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 APS's electrical facilities.

Exhibit(s):

Exhibit 1: Vicinity Map

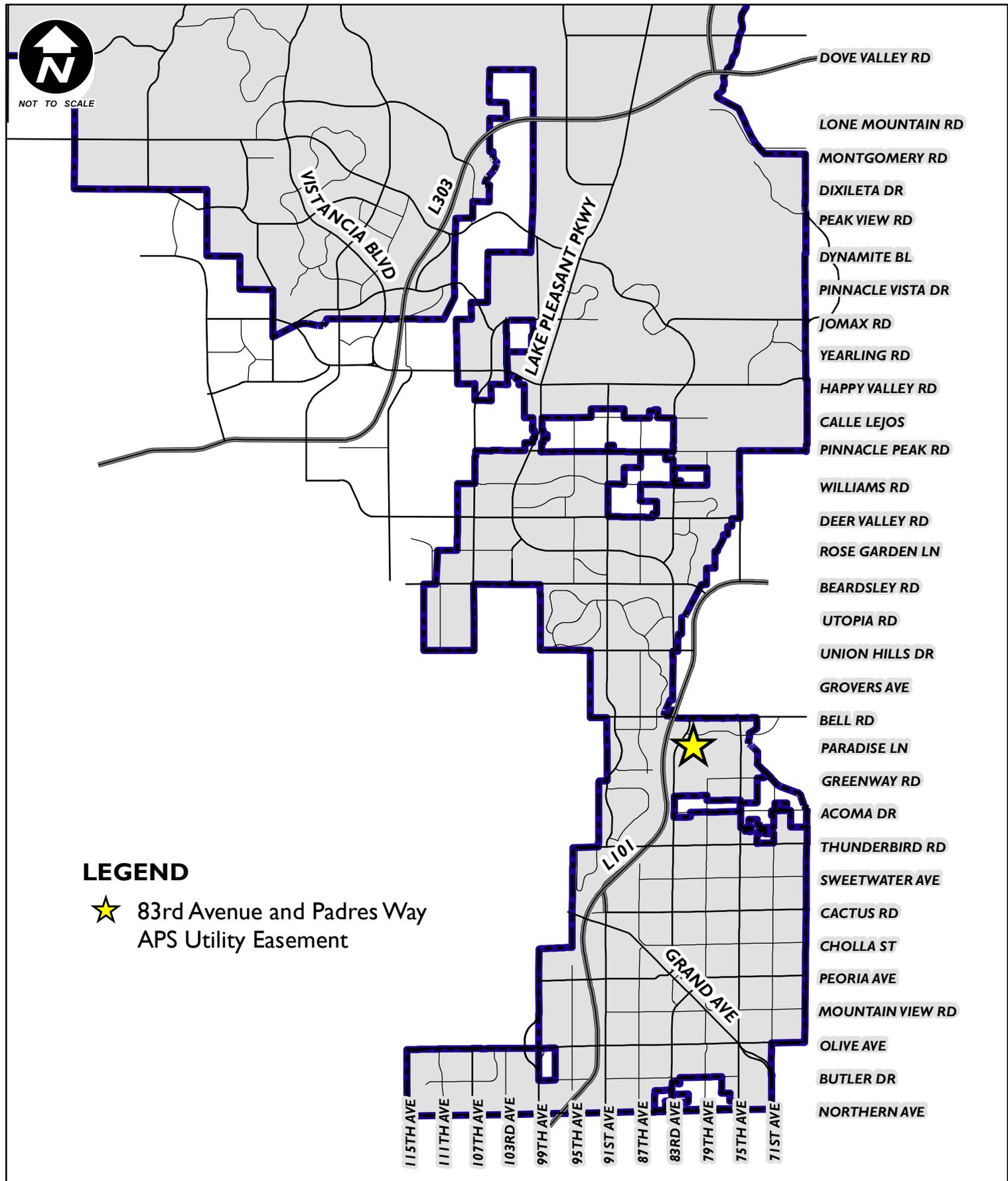
Exhibit 2: Location Map

Exhibit 3: Resolution

Contact Name and Number: Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE



LEGEND

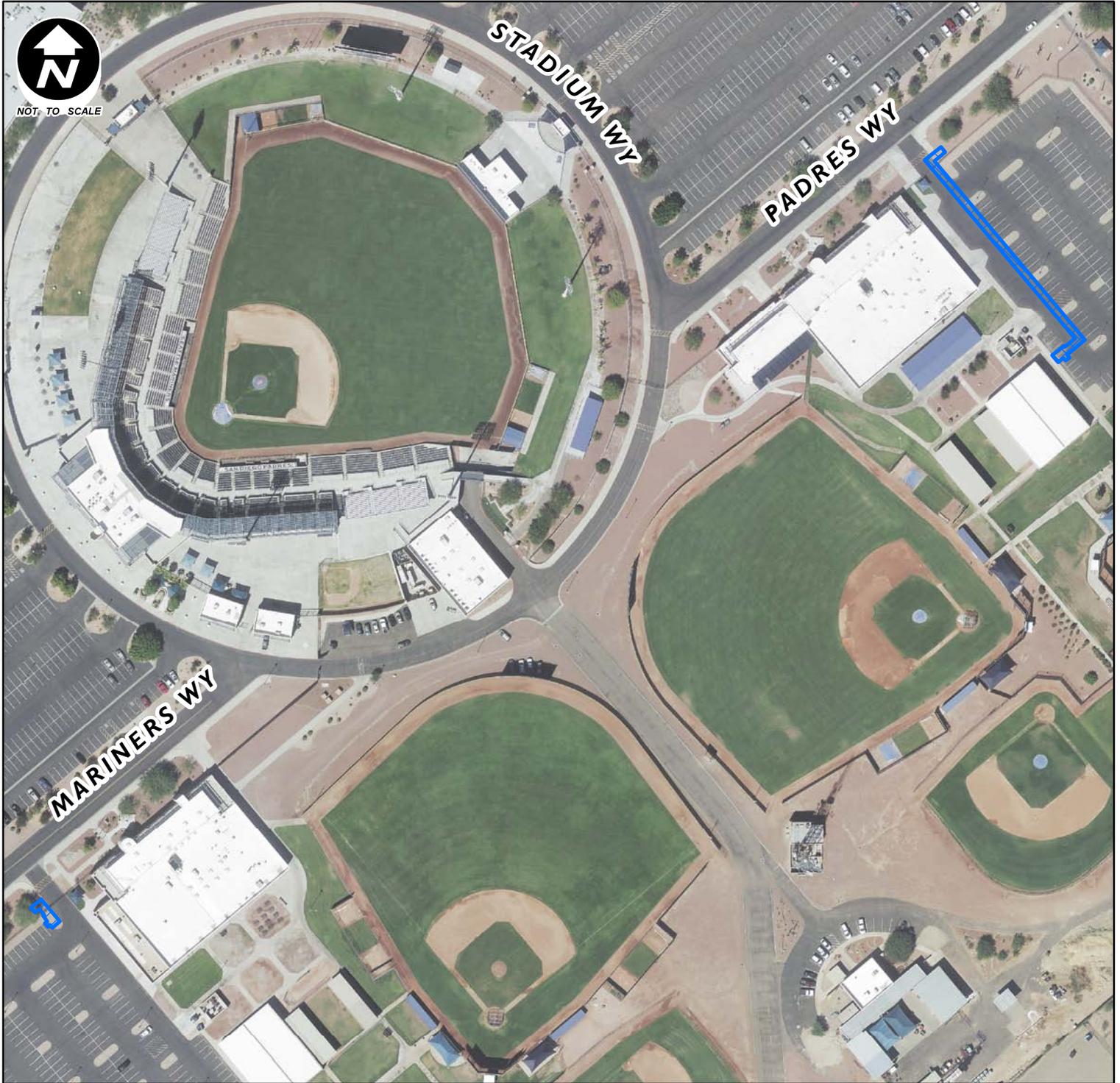
- ★ 83rd Avenue and Padres Way
APS Utility Easement

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

- VISTANCIA BLVD
- L303
- LAKE PLEASANT PKWY
- L101
- GRAND AVE
- 115TH AVE
- 111TH AVE
- 107TH AVE
- 103RD AVE
- 99TH AVE
- 95TH AVE
- 91ST AVE
- 87TH AVE
- 83RD AVE
- 79TH AVE
- 75TH AVE
- 71ST AVE



NOT TO SCALE



LEGEND



APS Utility Easement



NOTE:
This Map is based on imprecise
source data, subject to change and
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2013-31

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 PEORIA SPORTS COMPLEX IMPROVEMENTS.

WHEREAS, Arizona Public Service has been requested, by the City of Peoria, to design and install new electrical facilities associated with the Peoria Sports Complex Improvements, and they have agreed to do so with the understanding that the City will grant them an easement for the location of the new electrical facilities.

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 this Easement 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 Easement to Arizona Public Service, and authorize the City Manager to execute the Easement.

Resolution No. 2013-31
Peoria Sports Complex – APS Easement
March 19, 2013
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 19th day of March, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachment:

1. APS Easement

NW ¼ SEC. 2
SW ¼ SEC. 2
T-3N, R-1E
33.633524 , -112.234239
200-53-036F
CCW 13-13
WA130592
RT

CITY OF PEORIA-APS UTILITY EASEMENT

THE CITY OF CITY OF PEORIA, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

PARCEL A, of the MAP TO CREATE PARCELS as recorded in Book 469, Page 11 of the Official Records of Maricopa County Recorder.

AS RECORDED IN INSTRUMENT NUMBER 98-0378983M.C.R.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

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

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

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

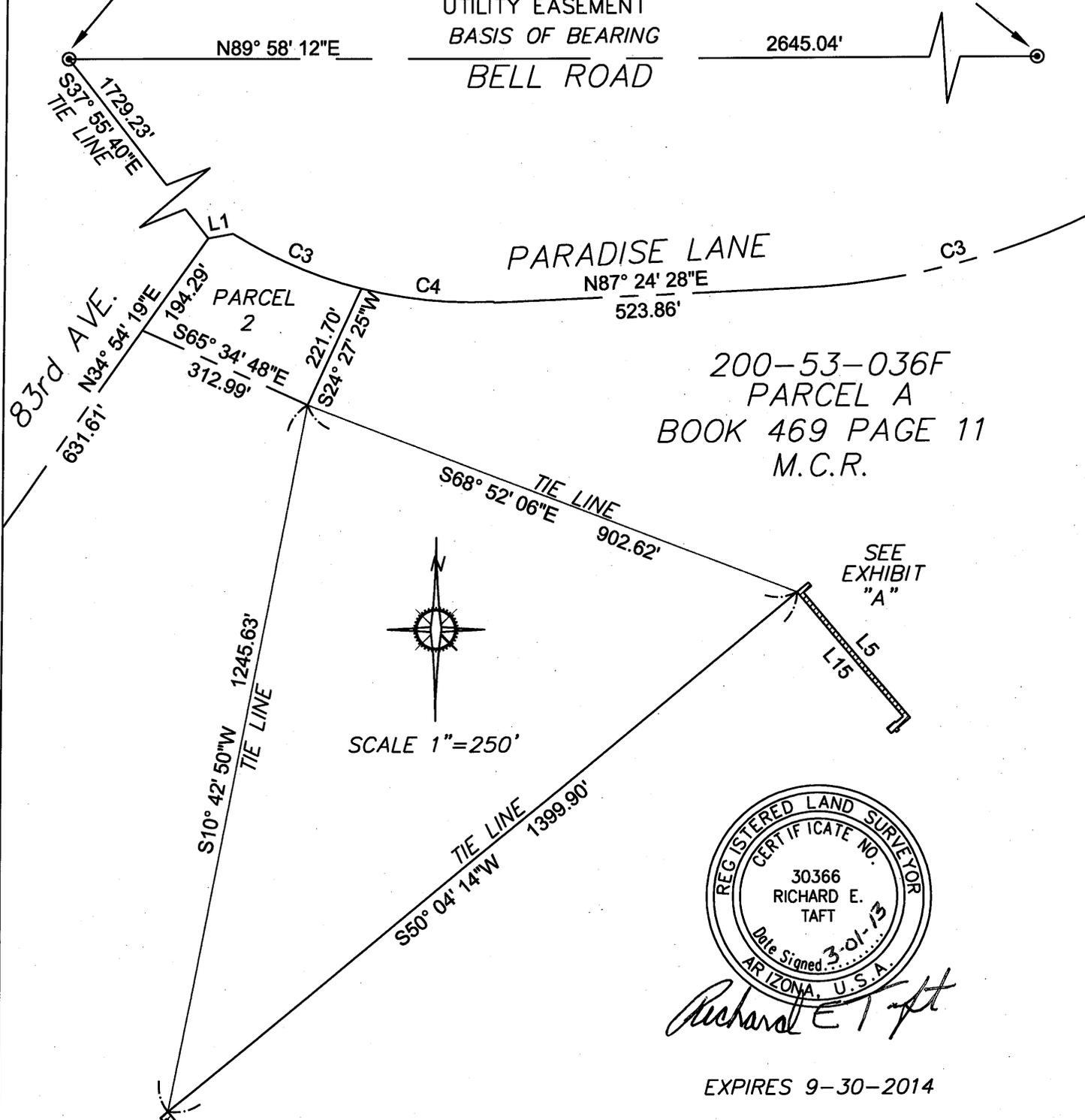
[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

N.W. CORNER
SECTION 2
FND. B.C IN H.H

EXHIBIT "A"

PAGE 5 OF 7
N 1/4 CORNER
SECTION 2
FND. B.C IN H.H

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT
BASIS OF BEARING
BELL ROAD



Richard E. Taft

EXPIRES 9-30-2014

LEGEND	
	EASEMENT AREA
	ROAD CENTERLINE
	PROPERTY LINE
	SECTION CORNER

JOB#	WA130592	DATE:	3/01/13
WEST 1/2 SEC 2	T 3N	R 1E	
SCALE:	1"= 250'	INDEX	13-13
R/W:	RICHARD TAFT		
SURVEY:	TAFT-JOHNSON		
DRAWN BY:	RICHARD TAFT		

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°59'13"E	43.10'
L2	N50°03'40"E	25.45'
L3	S40°02'33"E	8.00'
L4	S50°03'40"W	17.45'
L5	S40°02'33"E	284.39'
L6	S49°57'27"W	28.03'
L7	S40°02'33"E	4.00'
L8	S49°57'27"W	6.00'
L9	N40°02'33"W	4.00'
L10	S49°57'27"W	8.25'
L11	N40°02'33"W	11.33'
L12	N49°57'27"E	18.25'
L13	S40°02'33"E	2.01'
L14	N50°01'02"E	16.03'
L15	N40°02'33"W	283.10'
L16	S40°04'20"E	35.38'
L17	S49°55'40"W	11.33'
L18	N40°04'20"W	4.00'
L19	S49°55'40"W	4.00'
L20	N40°04'20"W	6.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N49°55'40"E	4.00'
L22	N40°04'20"W	8.25'
L23	N49°55'40"E	2.37'
L24	N41°05'07"W	8.97'
L25	S48°54'53"W	7.01'
L26	N41°05'07"W	8.00'
L27	N48°54'53"E	16.27'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C3	784.89'	243.70'	17°47'24"
C4	784.89'	229.86'	16°46'46"
C3	1280.00'	548.78'	24°33'53"

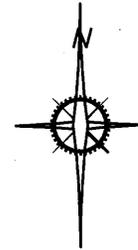


EXPIRES 9-30-2014

JOB# WA130592	DATE: 3/01/13
WEST 1/2 SEC 2	T 3N R 1E
INDEX 13-13	
R/W: RICHARD TAFT	
SURVEY: TAFT-JOHNSON	
DRAWN BY: RICHARD TAFT	

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT



NOT TO SCALE

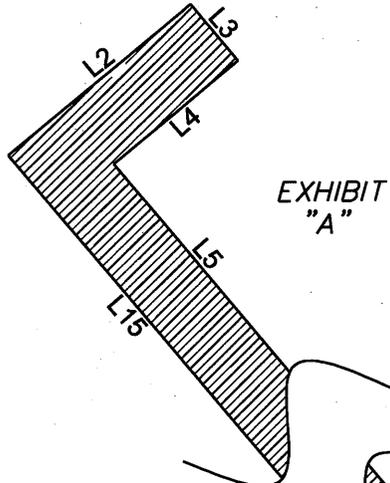


EXHIBIT "A"

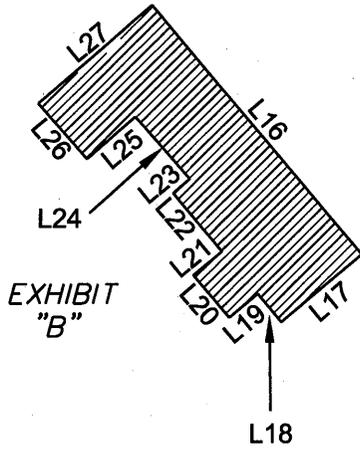


EXHIBIT "B"

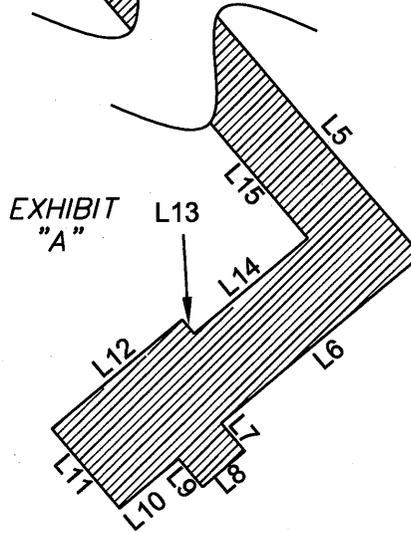


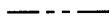
EXHIBIT "A"



Richard E. Taft

EXPIRES 9-30-2014

LEGEND

-  EASEMENT AREA
-  ROAD CENTERLINE
-  PROPERTY LINE
-  SECTION CORNER

JOB# WA130592	DATE: 3/01/13
WEST 1/2 SEC 2	T 3N R 1E
SCALE: NONE	INDEX 13-13
R/W: RICHARD TAFT	
SURVEY: TAFT-JOHNSON	
DRAWN BY: RICHARD TAFT	

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: January 30, 201

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Replat, Comerica Bank – 75th Ave & Thunderbird, Located at the southwest corner of 75th Avenue and Thunderbird (Project No. R120024)

Purpose:

This is a request for City Council to approve a Replat of Comerica Bank – 75th Ave & Thunderbird, as well as, authorize the Mayor and City Clerk to sign and record the Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Replat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Replat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Replat.
4. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the replat is to dedicate public water easements within lot 1 which has been platted previously. In addition, the replat is necessary to identify the new lot boundary

resulting from right of way acquisition by the City of Peoria. This development is located within the City's water\sewer service area.

Previous Actions:

The Replat was reviewed by the City and completed in January 2013. Previous plats and replats for this area were processed through the City in March of 2001 and November of 2007.

Options:

A: The Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Replat; although it should be noted that not approving the Replat will prevent the Developer from developing this land.

B: The other option would be to formally approve the Replat and allow this parcel to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Replat.

Narrative:

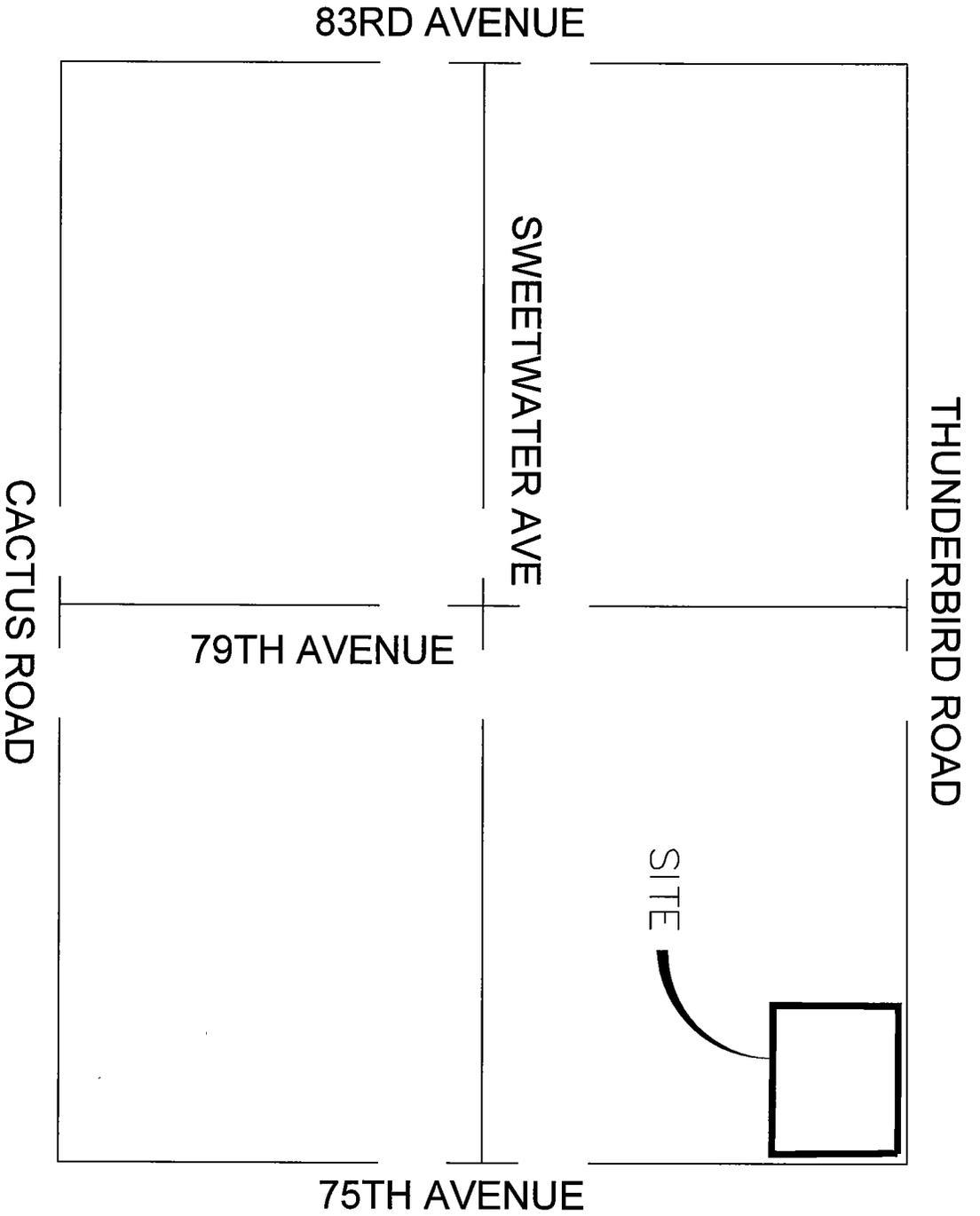
The acceptance of this Replat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

Exhibit 1: Replat

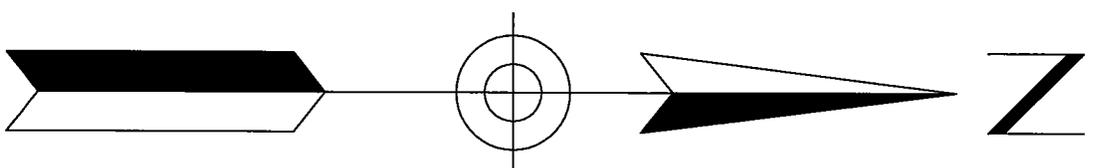
Exhibit 2: Vicinity Map

Contact Name and Number: Jesse Gonzales, 623-773-7548



VICINITY MAP

N.T.S



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: February 21, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat of Tierra Del Rio Parcel 27, North of Jomax Road and West of 99th Avenue

Purpose:

This is a request for City Council to approve a Final Plat of “Tierra Del Rio Parcel 27”, located north of Jomax Road and west of 99th Avenue, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder’s Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the EPCOR water service area and the City’s sewer service area. This final plat creates a

total of 151 new lots within the Tierra Del Rio Planned Area Development. All internal roadways are public and will be maintained by the City of Peoria.

Previous Actions:

The Tierra Del Rio Master plat was reviewed by the City and was recorded in March of 2007 and replatted in September of 2007. Parcels 6, 7&8 and 9 of the master plat have been subdivided by separate actions.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from developing this land.

B: The other option would be to formally approve the Final Plat and allow this parcel to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Final Plat.

Narrative:

The acceptance of this Final Plat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

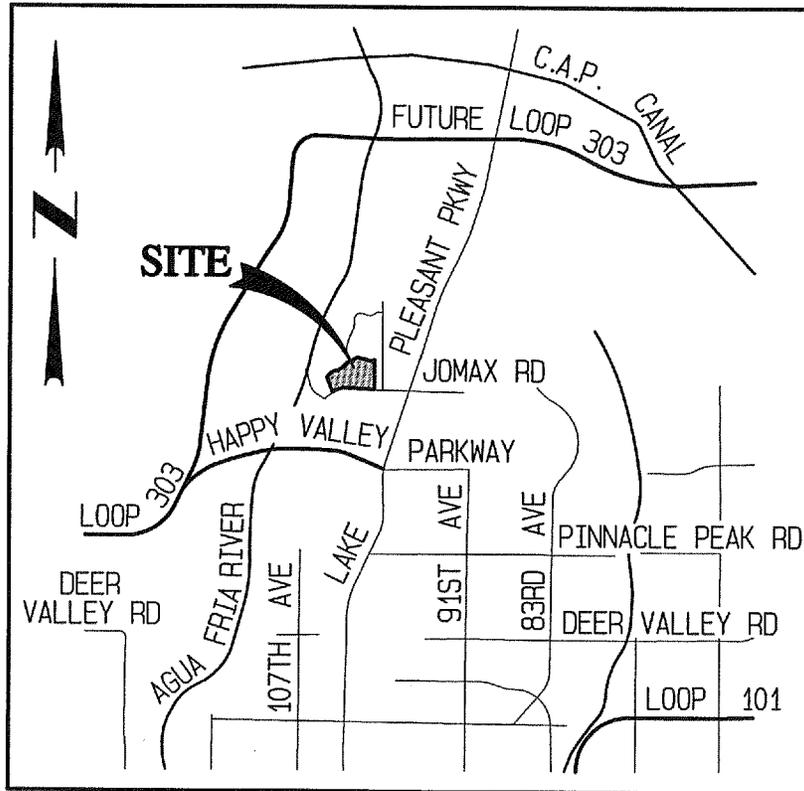
Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number: Jesse Gonzales, 623-773-7548



VICINITY MAP



VICINITY MAP

N.T.S.

PAGE 1 OF 1

TITLE: TIERRA DEL RIO PARCEL 27

GOODWIN AND
MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

6909 W. RAY ROAD #15, CHANDLER, ARIZONA 85226
(602) 218-7285

Scale:	NONE
Date:	2/21/2013
Job No.:	10504A
Drafted:	J.N.R.
Checked:	L.C.D.

W:\10504A - TDR_TM\COGON\FPLAT-TDR.pro

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL MEN BY THESE PRESENTS:

THAT TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME REPLAT OF "TIERRA DEL RIO PARCEL 27"...

TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATE TO THE CITY THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES...

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

TRACT "A" SHALL BE RESERVED FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF LANDSCAPE, OPEN SPACE, DRAINAGE, RETENTION, MONUMENTATION SIGNAGE AND SEWER EASEMENT.

TRACTS "B", "AA", "BB", "CC", "DD", "EE", AND "FF" SHALL BE RESERVED FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF LANDSCAPE AND OPEN SPACE.

TRACT "C" SHALL BE RESERVED FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF LANDSCAPE, OPEN SPACE, DRAINAGE, RETENTION, MONUMENTATION SIGNAGE, WATER EASEMENT, SEWER EASEMENT, AND TRAIL EASEMENT.

TRACT "D" SHALL BE RESERVED FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF LANDSCAPE, OPEN SPACE, DRAINAGE AND TOT LOT.

ALL TRACTS ARE TO BE OWNED AND MAINTAINED BY THE TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS (A, B, C, & D). THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES...

SEWER EASEMENT: DO HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF A SEWER LINE OVER, UNDER, AND ACROSS TRACTS "A" AND "C" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4 BELOW.

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/OR CONVEY IT, AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

1. 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 SEWER LINES.

2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.

3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALTIC CONCRETE PAVEMENT SURFACES.

4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY ASPHALT, LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

WATER EASEMENT: PERPETUAL WATER EASEMENT AS DESCRIBED IN THE PLAT ARE GRANTED TO EPCOR WATER ARIZONA INC., AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE") TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES, TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES. IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

THIS EASEMENT IS GRANTED SUBJECT TO THE CONDITION THAT GRANTEE SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENT. BY ACCEPTING THE EASEMENT, THE GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

OWNERS AGREEMENT: IT IS AGREED THAT BY THE COMPLETION OF CONSTRUCTION ALL LOTS WILL BE ACCURATELY STAKED AND MARKED WITH PERMANENT MARKERS, AS DESIGNATED ON THIS PLAT AND A CERTIFICATION FILED WITH MARICOPA COUNTY BY AN ARIZONA REGISTERED LAND SURVEYOR CERTIFYING SUCH LOTS ARE ACCURATELY STAKED AND MARKED WITH THE LAND SURVEYORS REGISTRATION NUMBER, AND DESCRIBING THE TYPE OF MARKERS USED.

IN WITNESS WHEREOF: TAYLOR MORRISON/ARIZONA, INC., AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS DAY OF 2013.

TAYLOR MORRISON/ARIZONA, INC., AN ARIZONA CORPORATION

BY:
ITS:

REPLAT OF "TIERRA DEL RIO PARCEL 27" PEORIA, ARIZONA

A RE-SUBDIVISION OF PARCEL 27 OF TIERRA DEL RIO AS RECORDED IN BOOK 949 OF MAPS, PAGE 13, OF MCR ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 EAST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

TIERRA DEL RIO NORTH RATIFICATION AND CONSENT

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY:
ITS:

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS THE DAY OF 2013, BY THE OF TIERRA DEL RIO NORTH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC:
MY COMMISSION EXPIRES:

CERTIFICATE OF ASSURED WATER SUPPLY

REPLAT OF "TIERRA DEL RIO PARCEL 27" IS WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA, INC. AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.

EPCOR WATER ARIZONA, INC. DATE

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA.

THIS DAY OF 2013

APPROVED BY: DATE:
MAYOR

ATTESTED BY: DATE:
CLERK

APPROVED BY: DATE:
CITY ENGINEER

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

BEFORE ME THIS DAY OF 2013, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE OF TAYLOR MORRISON/ARIZONA, AN ARIZONA CORPORATION, AS OWNER, AND ACKNOWLEDGED THAT HE/SHE IS DULY AUTHORIZED, AS AN OFFICER FOR TAYLOR MORRISON/ARIZONA, AN ARIZONA CORPORATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC:
MY COMMISSION EXPIRES:

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 DETAILS, NOTES, TRACT TABLE, KEY MAP, LEGEND, AND LEGAL DESCRIPTION
SHEET 3 - 10 FINAL PLAT

FLOOD PLAIN

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C160 H, DATED SEPTEMBER 30, 2005, THIS SUBDIVISION IS LOCATED IN FLOOD INSURANCE ZONE "X" (SHADED) BEING DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LEGAL DESCRIPTION

SEE SHEET 2

SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST 2012 THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2411 W. NORTHERN, SUITE 110
PHOENIX, ARIZONA 85021
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA AND THE CITY OF PEORIA.



BY: JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
6909 W. RAY ROAD #15
CHANDLER, ARIZONA 85226
(602) 218-7265

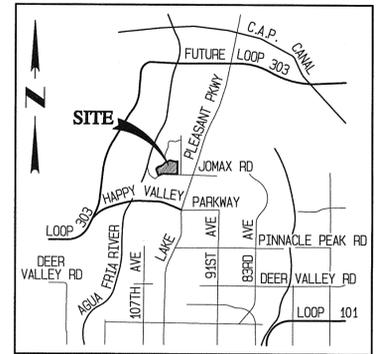
NOTE: A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

OWNER / DEVELOPER:

taylor morrison

Homes Inspired By You

9000 EAST PIMA CENTER, STE. 360, SCOTTSDALE, ARIZONA (480) 346-1723



VICINITY MAP N.T.S.

BASIS OF BEARINGS

NORTH 00°00'05" WEST ALONG THE MONUMENT LINE OF 99TH AVENUE AS MEASURED BETWEEN MONUMENTS NUMBERED 1 AND 3 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE FINAL PLAT FOR TIERRA DEL RIO BK. 949 OF MAPS, PG. 13, MCR.

ZONING

PAD

UTILITY COMPANIES

WATER SEWER ELEC. GAS TELEPHONE CABLE TV. POLICE FIRE SCHOOL DISTRICT WASTE DISPOSAL
EPCOR WATER ARIZONA, INC. CITY OF PEORIA ARIZONA PUBLIC SERVICE SOUTHWEST GAS CENTURYLINK COX COMMUNICATIONS CITY OF PEORIA CITY OF PEORIA PEORIA UNIFIED SCHOOL DISTRICT PARADISE WASTE

NO. R120057

COUNTY RECORDER

SHEET 1 OF 10

PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS

6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7265

SURVEYED BY:



2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, being a portion of the South Half of Section 32, Township 5 North, Range 1 East and a Portion of the Northwest Quarter of Section 5, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found City of Peoria brass cap flush for the Southeast corner of said Section 32, from which a found City of Peoria brass cap in handhole stamped "2007" for the East Quarter corner of said Section 32 bears North 00 deg. 00 min. 05 sec. West (Basis of Bearing) - 2633.17 feet,

THENCE North 00 deg. 00 min. 05 sec. West along the East line of the Southeast Quarter of said Section 32, a distance of 65.02 feet,

THENCE North 88 deg. 31 min. 21 sec. West departing said East line, a distance of 510.14 feet to the Southeast corner of Parcel 27 and the Southwest corner of Parcel 28 as shown on the re-plot of Tierra Del Rio recorded in Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING,

THENCE North 88 deg. 31 min. 21 sec. West parallel and 65.00 feet at right angles to the South line of the Southeast Quarter of said Section 32, being in the North right-of-way line of Jomax Road as shown on said re-plot of Tierra Del Rio, and along the South line of said Parcel 27, a distance of 1270.22 feet,

THENCE North 43 deg. 31 min. 21 sec. West along said North right-of-way line and the South line of said Parcel 27, a distance of 42.43 feet,

THENCE North 88 deg. 31 min. 21 sec. West along said North right-of-way line and the South line of said Parcel 27, a distance of 50.00 feet,

THENCE South 46 deg. 28 min. 39 sec. West along said North right-of-way line and the South line of said Parcel 27, a distance of 42.43 feet,

THENCE North 88 deg. 31 min. 21 sec. West parallel and 65.00 feet at right angles to the South line of the Southeast Quarter of said Section 32 and continuing along said North right-of-way line, and the South line of said Parcel 27, a distance of 257.46 feet to the Southeast corner of Tract A of said re-plot of Tierra Del Rio,

THENCE North 01 deg. 28 min. 39 sec. East departing said North right-of-way line, and continuing along the East line of said Tract A, a distance of 76.19 feet to the most easterly Northeast corner of same,

THENCE North 88 deg. 31 min. 21 sec. West along a North line of said Tract A, a distance of 81.11 feet to an ell corner of same,

THENCE North 01 deg. 28 min. 39 sec. East along the most northerly Northeast line of said Tract A, a distance of 33.31 feet to the most northerly Northeast corner of same,

THENCE North 88 deg. 31 min. 21 sec. West along a North line of said Tract A, a distance of 148.36 feet to the Northwest corner of same,

THENCE South 01 deg. 28 min. 39 sec. West along the West line of said Tract A, a distance of 111.90 feet to the Southwest corner of same, being in the North right-of-way line of said Jomax Road, and the South line of said Parcel 27, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1015.00 feet, a central angle of 27 deg. 15 min. 07 sec., and being subtended by a chord which bears South 73 deg. 54 min. 50 sec. West - 478.23 feet,

THENCE in a southwesterly direction along said curve to the left and along said North right-of-way line and the South line of said Parcel 27, a distance of 482.77 feet,

THENCE South 60 deg. 17 min. 16 sec. West tangent to said curve and along said North right-of-way line and the South line of said Parcel 27, a distance of 240.67 feet to the Southwest corner of said Parcel 27 and the most southerly Southeast corner of Parcel 26 of said re-plot of Tierra Del Rio,

THENCE North 21 deg. 41 min. 54 sec. West along the West line of said Parcel 27 and the South line of said Parcel 26, a distance of 914.53 feet to the most westerly Northwest corner of said Parcel 27,

THENCE in a northeasterly direction along the North line of said Parcel 27 and the South line of said Parcel 26 the following seven (7) courses,

THENCE North 07 deg. 05 min. 42 sec. East, a distance of 48.17 feet,

THENCE North 35 deg. 53 min. 19 sec. East, a distance of 255.54 feet,

THENCE North 58 deg. 42 min. 46 sec. East, a distance of 280.87 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1250.00 feet, a central angle of 45 deg. 13 min. 36 sec., and being subtended by a chord which bears North 57 deg. 48 min. 43 sec. East - 961.28 feet,

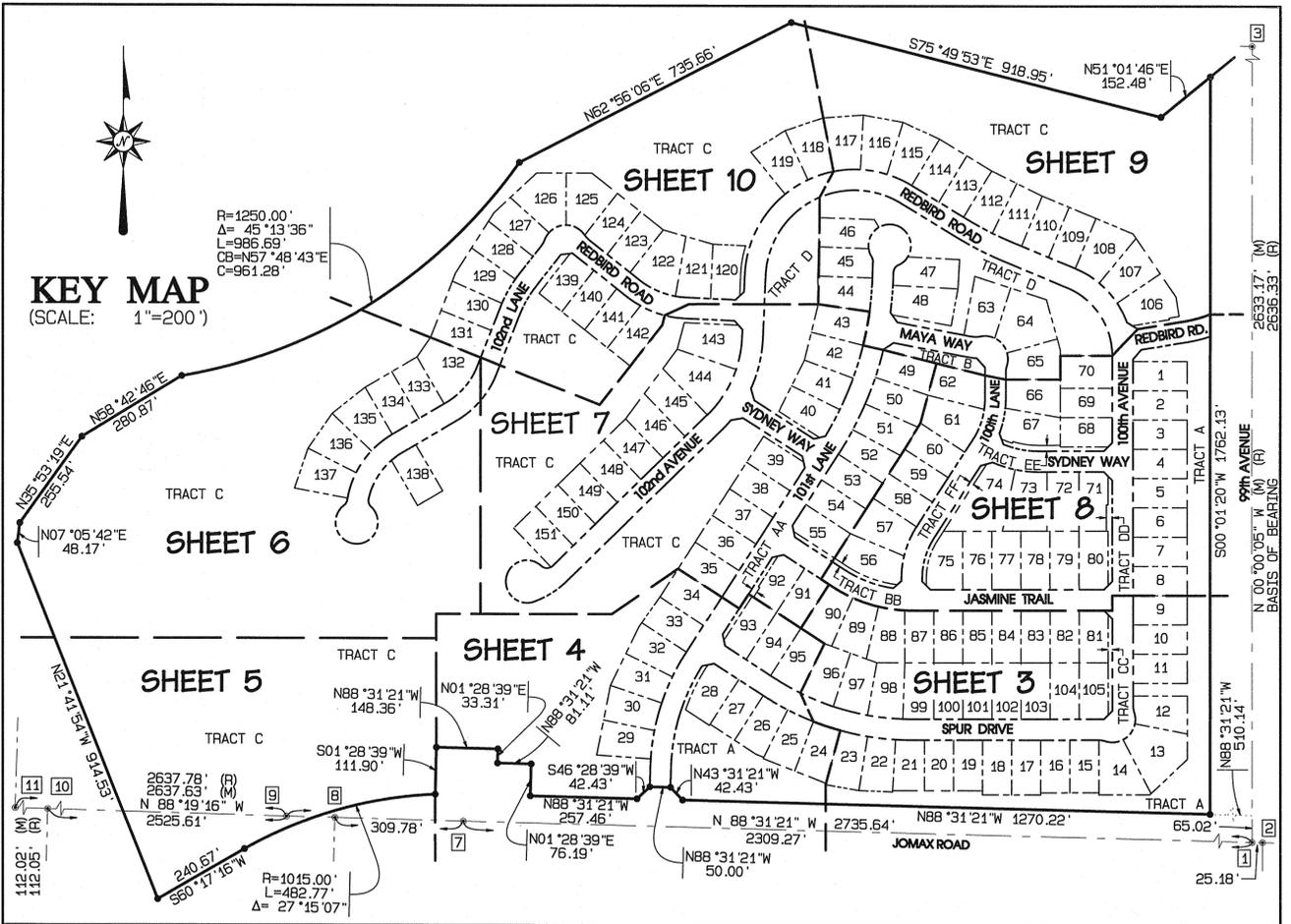
THENCE in a northeasterly direction along said curve to the left, a distance of 986.69 feet,

THENCE North 62 deg. 56 min. 06 sec. East non-tangent to said curve, a distance of 735.66 feet,

THENCE South 75 deg. 49 min. 53 sec. East, a distance of 918.95 feet,

THENCE North 51 deg. 01 min. 46 sec. East, a distance of 152.48 feet to the Northeast corner of said Parcel 27 and the Northwest corner of said Parcel 28,

THENCE South 00 deg. 01 min. 20 sec. West along the East line of said Parcel 27 and the West line of said Parcel 28, a distance of 1762.13 feet to the POINT OF BEGINNING, containing 4,155,896 square feet or 95.406 acres of land.



NOTES

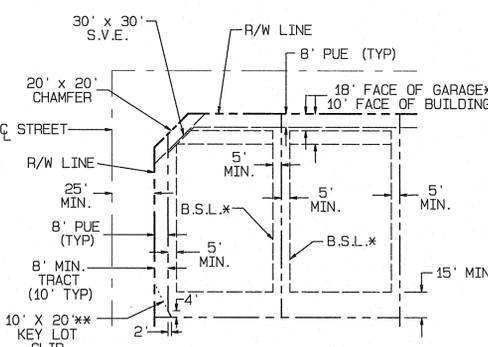
- THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #1137, STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1076.
- NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
- ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
- MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THEIR REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES, NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
- THIS SUBDIVISION IS LOCATED WITHIN THE EPCOR WATER ARIZONA, INC. WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. JOMAX ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
- NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

NOTES (CONT.)

- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
- MAXIMUM BUILDING ENVELOPE ON EACH LOT IS 48%.
- HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- THE SEWER AS A CITY UTILITY HAS FIRST POSITION IN THE SEWER EASEMENT ACROSS TRACT "A" AND THAT SHOULD IT EVER HAVE TO BE DUG UP AND THE STORM DRAIN IS DAMAGED THE CITY IS NOT RESPONSIBLE FOR REPAIRS AS IT IS IN THE SEWER EASEMENT AS AN ACCOMMODATION NOT A RIGHT.
- LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC, TO INCLUDE LOTS 4, 9, 14, 33, 37, 43, 53, 61, 87, 125, 126, AND 144.

STREET DEDICATION TABLE

STREET NAME	STREET TYPE	AREA (SQ. FT.)
REDBIRD ROAD	LOCAL RESIDENTIAL	102,894
100th AVENUE	LOCAL RESIDENTIAL	46,913
SPUR DRIVE	LOCAL RESIDENTIAL	48,534
JASMINE TRAIL	LOCAL RESIDENTIAL	40,939
SYDNEY WAY	LOCAL RESIDENTIAL	22,761
MAYA WAY	LOCAL RESIDENTIAL	14,588
100th LANE	LOCAL RESIDENTIAL	31,117
101st LANE	LOCAL RESIDENTIAL	83,076
102nd AVENUE	LOCAL RESIDENTIAL	49,975
102nd LANE	LOCAL RESIDENTIAL	48,080



TYPICAL LOT DETAIL

N.T.S.
* BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING
** KEY LOT CLIPS ARE NOT REQUIRED WITH (10' TYPICAL) SIDE TRACT

TRACT AREAS

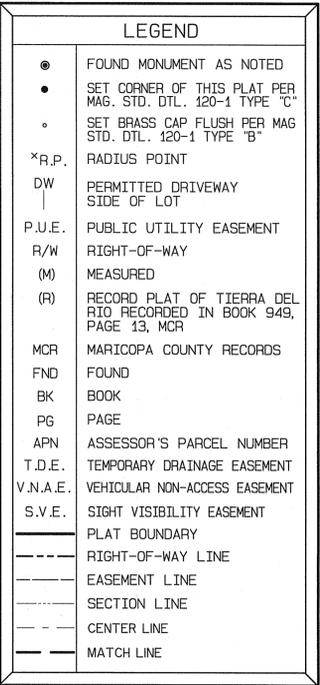
TRACT NO.	LAND USE	AREA (SQ. FT.)
A	LANDSCAPE/OPEN SPACE/DRAINAGE/RETENTION/MONUMENTATION SIGNAGE/SEWER EASEMENT	157,380
B	LANDSCAPE/OPEN SPACE	6,670
C	LANDSCAPE/OPEN SPACE/DRAINAGE/RETENTION/MONUMENTATION SIGNAGE/WATER EASEMENT/SEWER EASEMENT/TRAIL EASEMENT	1,871,592
D	LANDSCAPE/OPEN SPACE/DRAINAGE/TOT LOT	115,553
AA	LANDSCAPE/OPEN SPACE	2,410
BB	LANDSCAPE/OPEN SPACE	2,758
CC	LANDSCAPE/OPEN SPACE	2,300
DD	LANDSCAPE/OPEN SPACE	2,765
EE	LANDSCAPE/OPEN SPACE	2,977
FF	LANDSCAPE/OPEN SPACE	3,231

THE USES AND/OR EASEMENTS SHOWN IN THIS TRACT TABLE ARE BLANKET AND COVER THE ENTIRE TRACT. SEWER, WATER, AND TRAIL EASEMENTS AFFECT ONLY PORTIONS OF THE ABOVE LISTED TRACTS AND ARE AS SHOWN ON THE VARIOUS PLAT SHEETS.

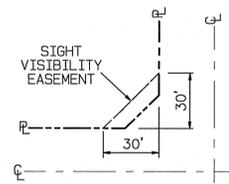
TRACT AREA = 2,167,636 SQ. FT.
LOT AREA = 1,499,384 SQ. FT.
RIGHT-OF-WAY = 488,876 SQ. FT.
GROSS AREA = 4,155,896 SQ. FT.
NET AREA = 3,667,020 SQ. FT.

MONUMENT NOTES

- FOUND CITY OF PEORIA BRASS CAP FLUSH SOUTHEAST CORNER OF SECTION 32, T5N, R1E
- FOUND CITY OF PEORIA BRASS CAP FLUSH CLOSING CORNER SECTION 5 & 4 T4N, R1E
- FOUND CITY OF PEORIA BRASS CAP IN HANDHOLE STAMPED "2007" EAST QUARTER CORNER SECTION 32, T5N, R1E
- FOUND CITY OF PEORIA BRASS CAP FLUSH ALONG JOMAX ROAD
- NORTH QUARTER CORNER OF SECTION 5, T4N, R1E CALCULATED POSITION PER BK. 949, PG. 13, MCR
- SOUTH QUARTER CORNER OF SECTION 32, T5N, R1E CALCULATED POSITION PER BK. 949, PG. 13, MCR
- FOUND MARICOPA COUNTY BRASS CAP FLUSH IN RIVER BOTTOM, CLOSING CORNER SECTION 6 & 5, T4N, R1E
- FOUND DEPARTMENT OF INTERIOR BLM, CADASTRAL SURVEY CAP, DOWN +/- 2' DOWN IN HOLE SOUTHWEST CORNER OF SECTION 32, T5N, R1E
- FOUND CITY OF PEORIA BRASS CAP FLUSH



NOTE: SEE CIVIL PLANS FOR PLAT BOUNDARY AND CENTERLINE MONUMENTATION TO BE INSTALLED PER MAG 120-1 STANDARDS.



3' HIGH VISIBILITY RESTRICTION (TYP)

N.T.S.
NOTE: DETAIL PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS

NO. R120057
COUNTY RECORDER

SHEET 2 OF 10

PREPARED BY:

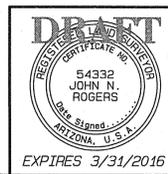
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS

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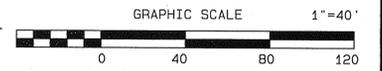
SURVEYED BY:



2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246 - 9919



REPLAT OF "TIERRA DEL RIO PARCEL 27" Thu Feb 21 15:37:02 2013 W:\105044 - TDR - TMC\CGO\VFPLAT - TDR.pro Plotted:

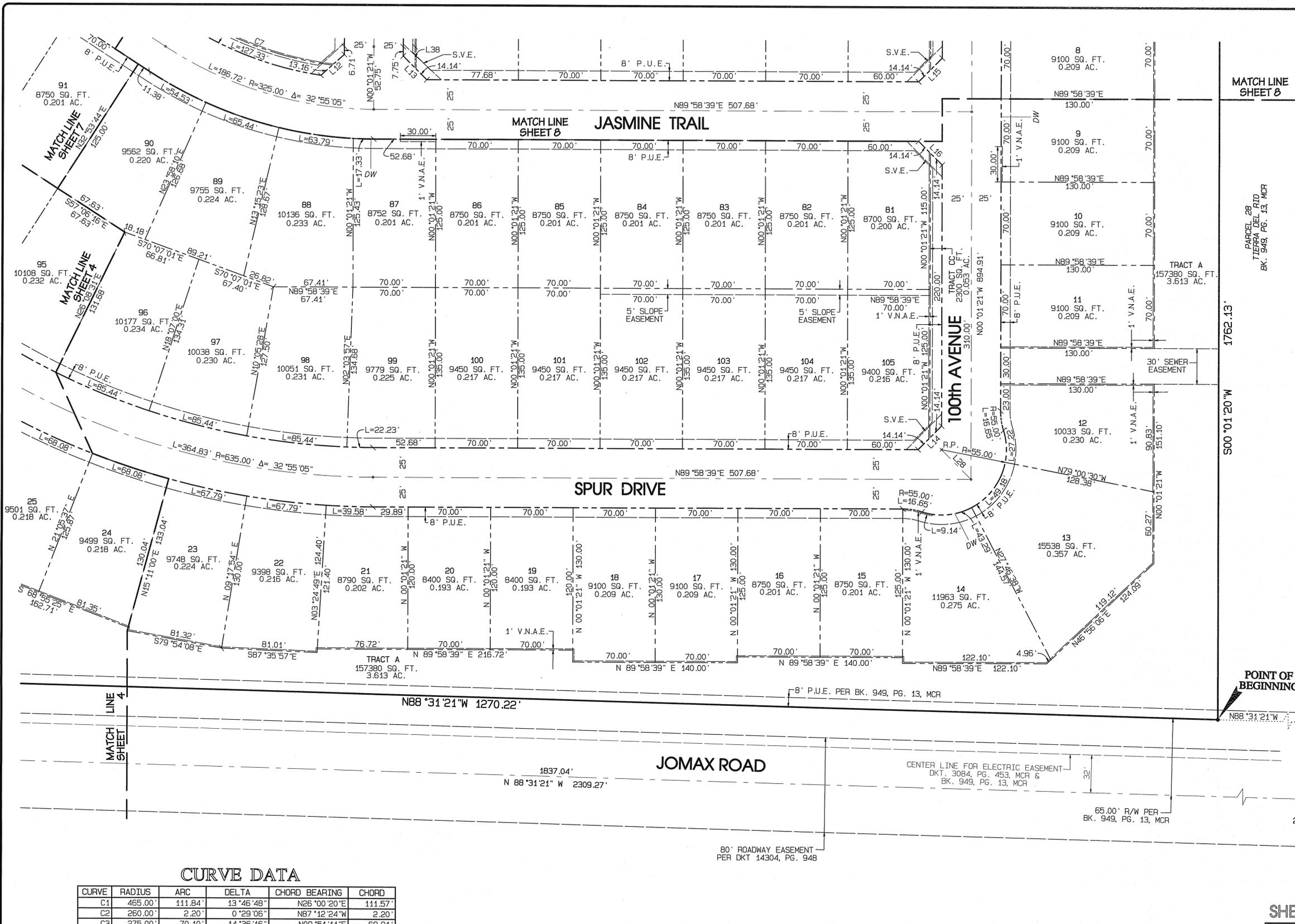


LINE DATA

LINE	BEARING	DISTANCE
L1	N78°27'12"E	28.56'
L2	N12°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N12°06'16"W	28.28'
L5	N12°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.61'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

CURVE DATA

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
C2	260.00'	2.20'	0°29'06"	N87°12'24"W	2.20'
C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	215.00'	28.08'	7°28'56"	N69°16'38"W	28.06'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'



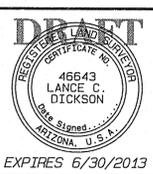
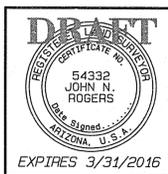
99th AVENUE
S00°01'20"W 1762.13'

POINT OF BEGINNING

POINT OF COMMENCING

NO. R120057
COUNTY RECORDER

SHEET 3 OF 10

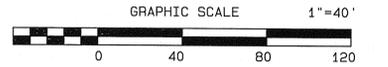
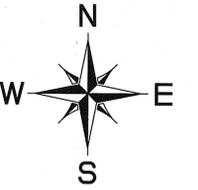


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LINE DATA

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L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

CURVE DATA

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
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C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	215.00'	28.08'	7°28'56"	N69°16'38"W	28.06'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'

NO. R120057

COUNTY RECORDER

SHEET 4 OF 10

PREPARED BY:

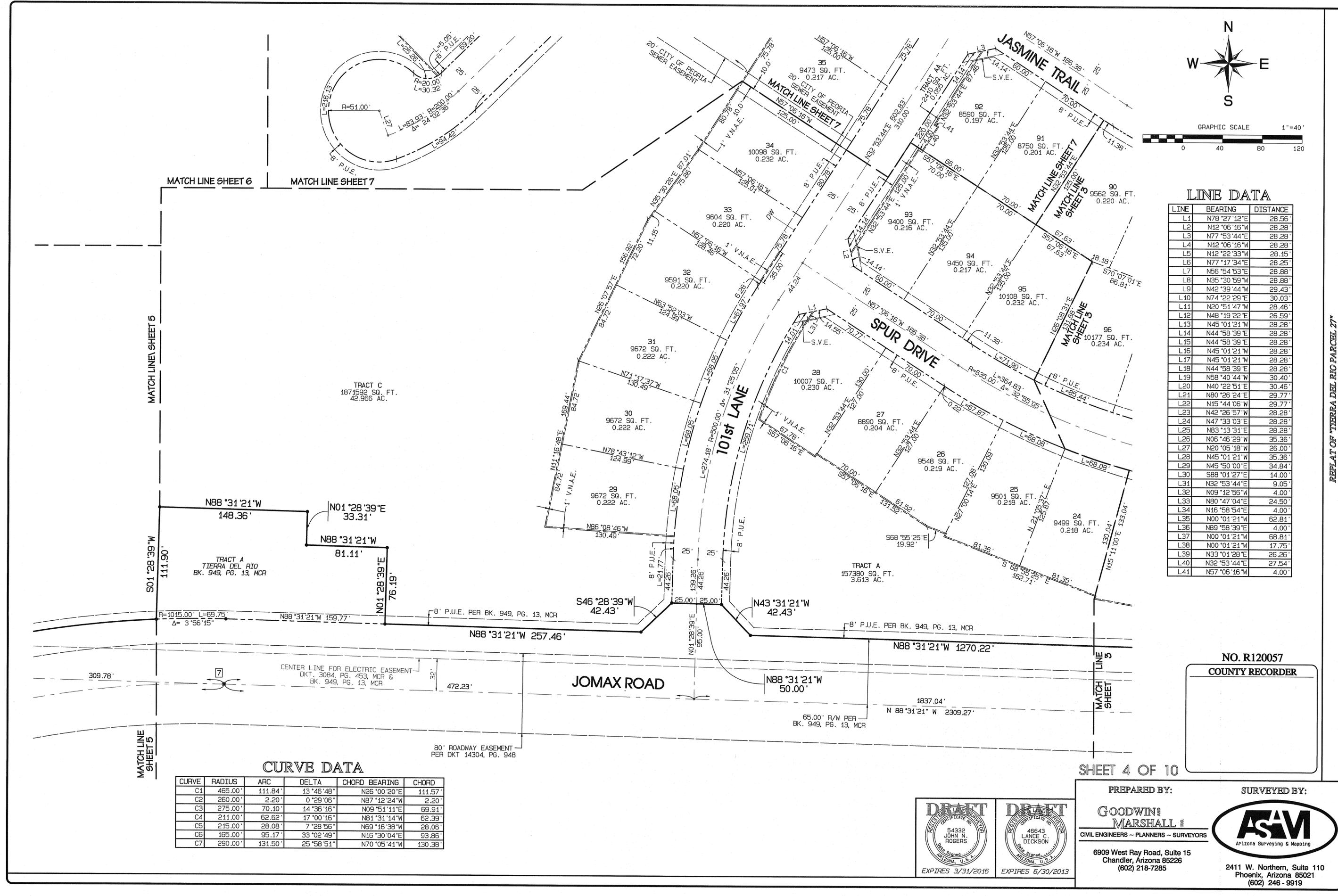
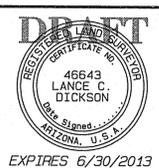
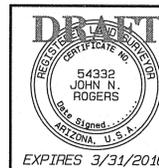
SURVEYED BY:

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Phoenix, Arizona 85021
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REPLAT OF "TIERRA DEL RIO PARCEL 27"

\\IOS004A - TDR_TMACOGONPLAT - TDR-pro Plotted: Thu Feb 21 15:37:20 2013

CURVE DATA

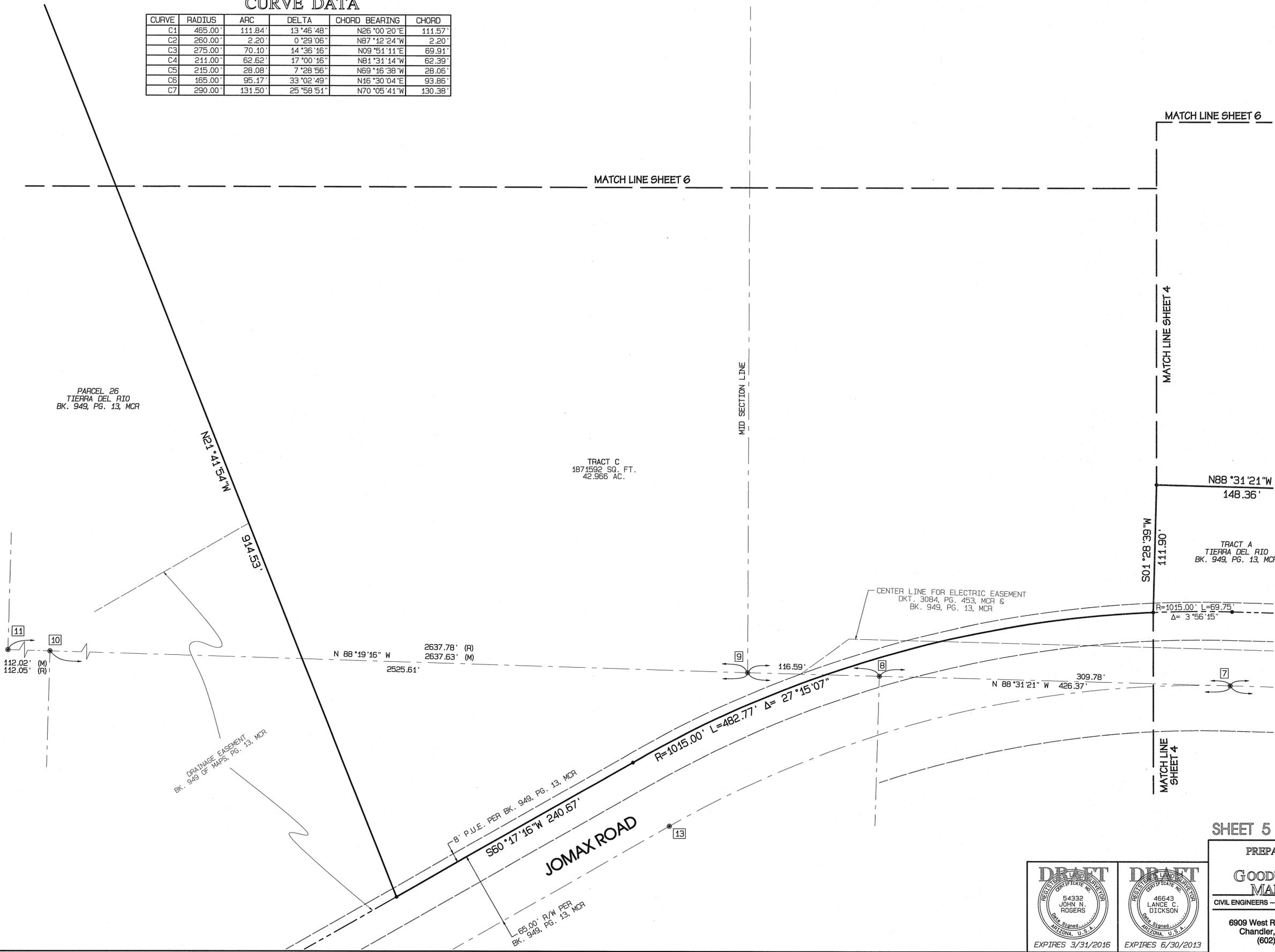
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
C2	260.00'	2.20'	0°29'06"	N87°12'24"W	2.20'
C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	215.00'	28.08'	7°28'56"	N69°16'38"W	28.05'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'



LINE DATA

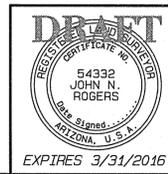
LINE	BEARING	DISTANCE
L1	N78°27'12"E	28.56'
L2	N12°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N12°06'16"W	28.28'
L5	N12°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

REPLAT OF "TIERRA DEL RIO PARCEL 27"



NO. R120057
COUNTY RECORDER

SHEET 5 OF 10



PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285



2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919

CURVE DATA

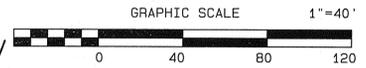
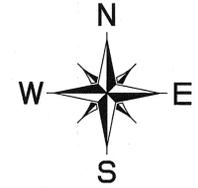
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
C2	260.00'	2.20'	0°29'06"	N87°12'24"W	2.20'
C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	215.00'	28.08'	7°28'56"	N69°16'38"W	28.06'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'

R=1250.00'
 Δ= 45°13'36"
 L=986.69'
 CB=N57°48'43"E
 C=961.28'

PARCEL 26
 TIERRA DEL RIO
 BK. 949, PG. 13, MCR

TRAIL EASEMENT
 2012-0928247, MCR

TRACT C
 1874592 SQ. FT.
 42.966 AC.



LINE DATA

LINE	BEARING	DISTANCE
L1	N78°27'42"E	28.56'
L2	N12°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N12°06'16"W	28.28'
L5	N12°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N05°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

NO. R120057

COUNTY RECORDER

SHEET 6 OF 10

PREPARED BY:

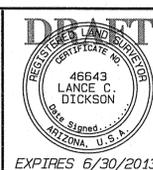
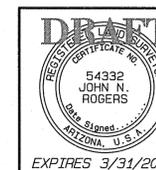
SURVEYED BY:

GOODWIN & MARSHALL



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 Phoenix, Arizona 85021
 (602) 246-9919



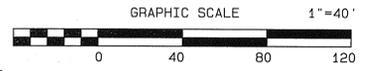
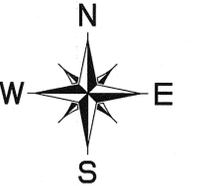
MATCH LINE SHEET 5

MATCH LINE SHEET 10

MATCH LINE SHEET 7

MID SECTION LINE

102nd LANE



LINE DATA

LINE	BEARING	DISTANCE
L1	N78°27'12"E	28.56'
L2	N12°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N12°06'16"W	28.28'
L5	N12°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N63°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

NO. R120057

COUNTY RECORDER

SHEET 7 OF 10

PREPARED BY:

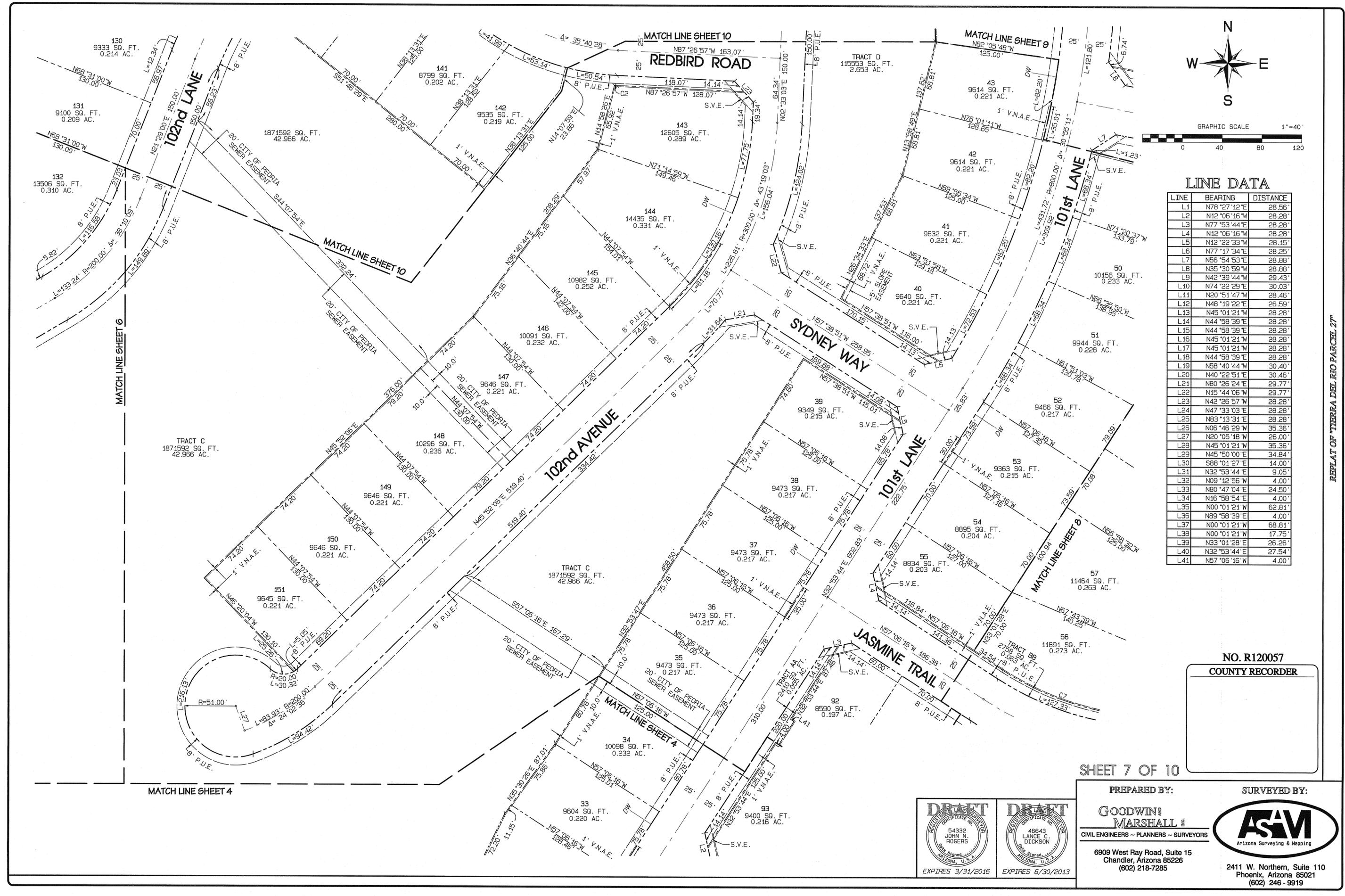
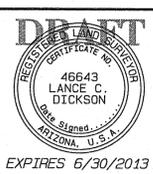
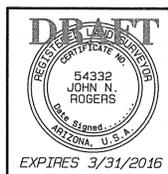
SURVEYED BY:

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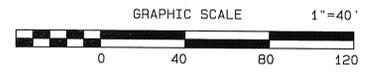
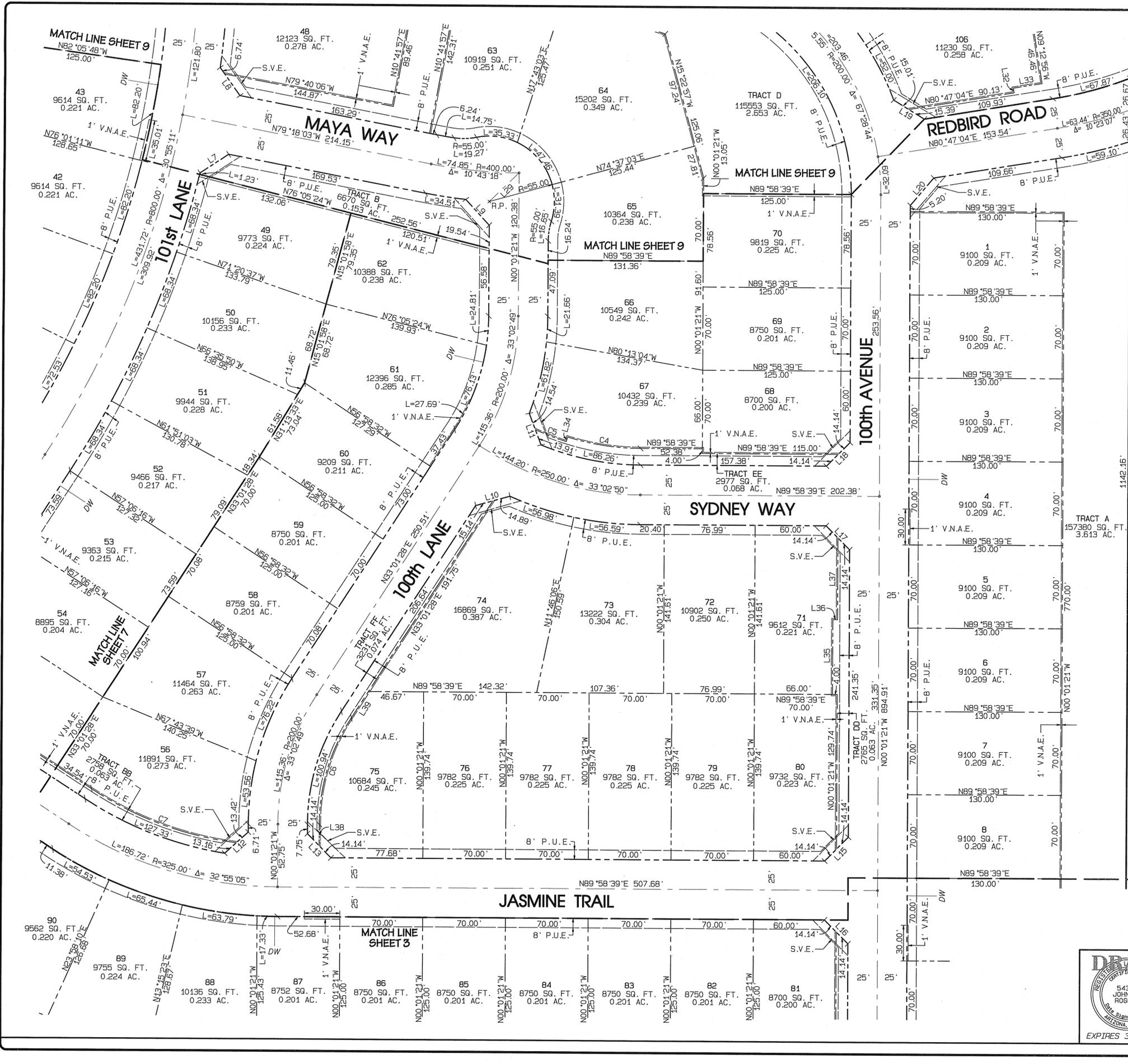
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919



REFLAT OF "TIERRA DEL RIO PARCEL 27"

W:\10504A - TDR_TM\COGN\FPLAT-TDR.pro Plotted: Thu Feb 21 15:37:40 2013



LINE DATA

LINE	BEARING	DISTANCE
L1	N78°27'42"E	28.56'
L2	N42°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N42°06'16"W	28.28'
L5	N12°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'26"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

CURVE DATA

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
C2	260.00'	2.20'	0°29'06"	N87°12'24"W	2.20'
C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	215.00'	28.08'	7°28'56"	N69°16'38"W	28.06'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'

NO. R120057
COUNTY RECORDER

SHEET 8 OF 10

PREPARED BY:

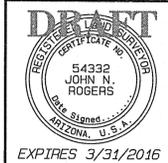
SURVEYED BY:

GOODWIN & MARSHALL
 CIVIL ENGINEERS - PLANNERS - SURVEYORS



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 Chandler, Arizona 85226
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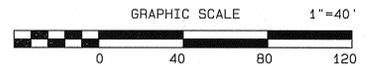
2411 W. Northern, Suite 110
 Phoenix, Arizona 85021
 (602) 246-9919



REFLAT OF "TIERRA DEL RIO PARCEL 27" TDR, TMA, COGO, FPLAT - TDR, pro Plotted: Thu Feb 21 15:37:46 2013

CURVE DATA

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
C2	260.00'	2.20'	0°29'06"	N87°12'24"W	2.20'
C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	215.00'	28.08'	7°28'56"	N69°16'38"W	28.06'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'



LINE DATA

LINE	BEARING	DISTANCE
L1	N78°27'12"E	28.56'
L2	N42°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N42°06'16"W	28.28'
L5	N42°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	28.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'

PARCEL 26
TIERRA DEL RIO
BK. 949, PG. 13, MCR

TRACT C
1871592 SQ. FT.
42.966 AC.

REDBIRD ROAD

MAYA WAY

REDBIRD ROAD

101st LANE

NO. R120057
COUNTY RECORDER

SHEET 9 OF 10

PREPARED BY:

GOODWIN & MARSHALL

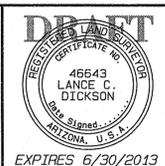
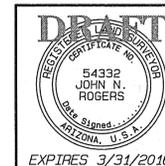
CIVIL ENGINEERS - PLANNERS - SURVEYORS

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Chandler, Arizona 85226
(602) 218-7285

SURVEYED BY:



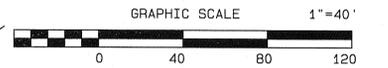
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919



REFLAT OF TIERRA DEL RIO PARCEL 27
PARCEL 26
TIERRA DEL RIO
BK. 949, PG. 13, MCR
NO. R120057
COUNTY RECORDER
SHEET 9 OF 10
PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285
SURVEYED BY:
ASAM
Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919
DRAFT
54332
JOHN N.
ROGERS
No. Signed
ARIZONA, U.S.A.
EXPIRES 3/31/2016
DRAFT
46643
LANCE C.
DICKSON
No. Signed
ARIZONA, U.S.A.
EXPIRES 6/30/2013
W:\105044 - TDR_TINCOGON\PLAT - TDR.pro Plotted: Thu Feb 21 15:37:55 2013

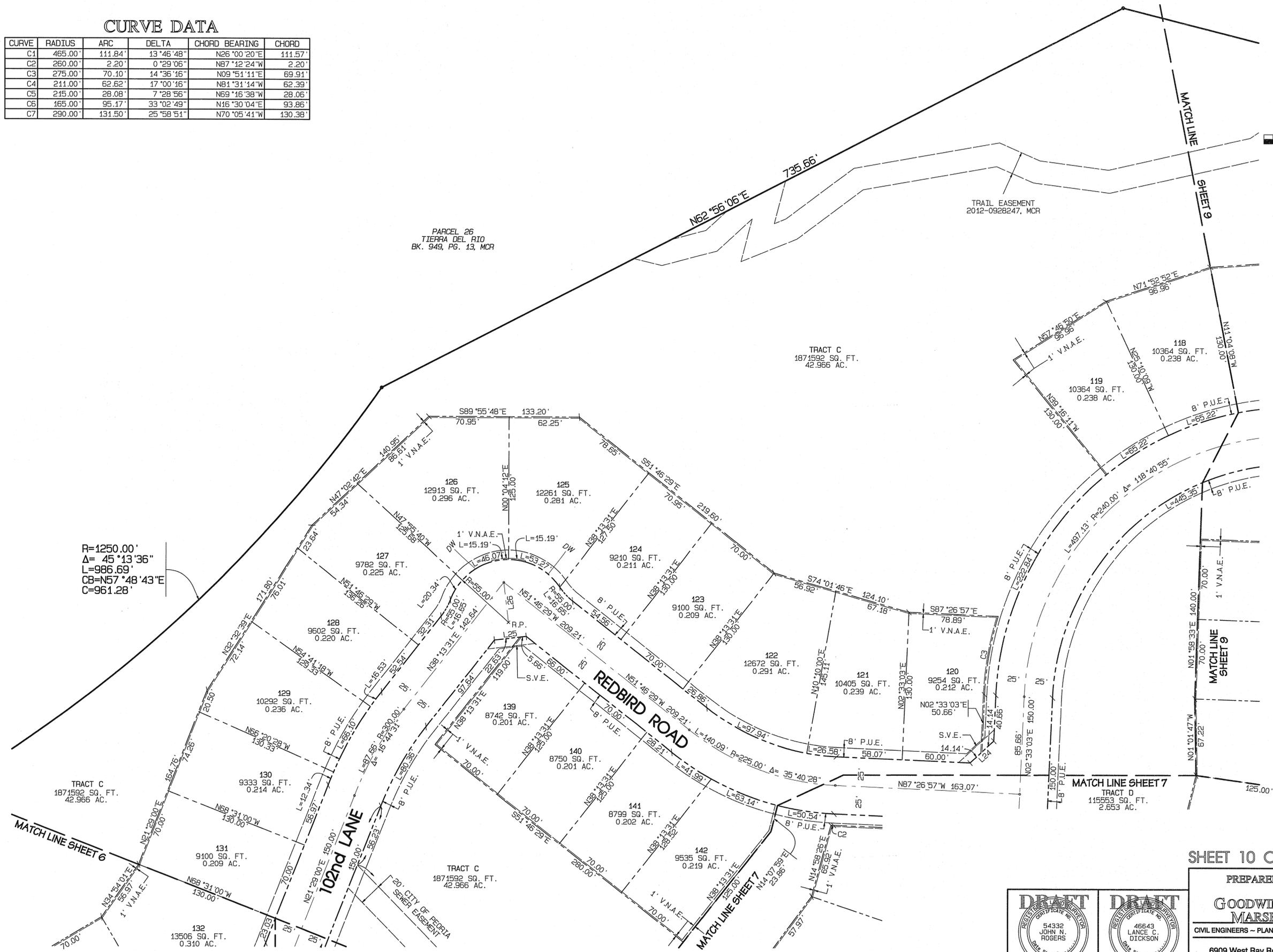
CURVE DATA

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	465.00'	111.84'	13°46'48"	N26°00'20"E	111.57'
C2	260.00'	2.20'	0°29'06"	N87°12'24"W	2.20'
C3	275.00'	70.10'	14°36'16"	N09°51'11"E	69.91'
C4	211.00'	62.62'	17°00'16"	N81°31'14"W	62.39'
C5	245.00'	28.08'	7°28'56"	N69°16'38"W	28.06'
C6	165.00'	95.17'	33°02'49"	N16°30'04"E	93.86'
C7	290.00'	131.50'	25°58'51"	N70°05'41"W	130.38'



LINE DATA

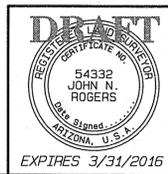
LINE	BEARING	DISTANCE
L1	N78°27'12"E	28.56'
L2	N12°06'16"W	28.28'
L3	N77°53'44"E	28.28'
L4	N12°06'16"W	28.28'
L5	N12°22'33"W	28.15'
L6	N77°17'34"E	28.25'
L7	N56°54'53"E	28.88'
L8	N35°30'59"W	28.88'
L9	N42°39'44"W	29.43'
L10	N74°22'29"E	30.03'
L11	N20°51'47"W	26.46'
L12	N48°19'22"E	26.59'
L13	N45°01'21"W	28.28'
L14	N44°58'39"E	28.28'
L15	N44°58'39"E	28.28'
L16	N45°01'21"W	28.28'
L17	N45°01'21"W	28.28'
L18	N44°58'39"E	28.28'
L19	N58°40'44"W	30.40'
L20	N40°22'51"E	30.46'
L21	N80°26'24"E	29.77'
L22	N15°44'06"W	29.77'
L23	N42°26'57"W	28.28'
L24	N47°33'03"E	28.28'
L25	N83°13'31"E	28.28'
L26	N06°46'29"W	35.36'
L27	N20°05'18"W	26.00'
L28	N45°01'21"W	35.36'
L29	N45°50'00"E	34.84'
L30	S88°01'27"E	14.00'
L31	N32°53'44"E	9.05'
L32	N09°12'56"W	4.00'
L33	N80°47'04"E	24.50'
L34	N16°58'54"E	4.00'
L35	N00°01'21"W	62.81'
L36	N89°58'39"E	4.00'
L37	N00°01'21"W	68.81'
L38	N00°01'21"W	17.75'
L39	N33°01'28"E	26.26'
L40	N32°53'44"E	27.54'
L41	N57°06'16"W	4.00'



R=1250.00'
 Δ= 45°13'36"
 L=986.69'
 CB=N57°48'43"E
 C=961.28'

NO. R120057
 COUNTY RECORDER

SHEET 10 OF 10



PREPARED BY:
GOODWIN & MARSHALL
 CIVIL ENGINEERS - PLANNERS - SURVEYORS
 6909 West Ray Road, Suite 15
 Chandler, Arizona 85226
 (602) 218-7285



2411 W. Northern, Suite 110
 Phoenix, Arizona 85021
 (602) 246-9919

REPLAT OF TIERRA DEL RIO PARCEL 27
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**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: February 26, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Operations related budget requests

Purpose:

This is a request for City Council to approve a budget transfer to supplement the Main Library and Aquatics operating budgets for unavoidable operations related overages that have occurred in the current fiscal year.

Background/Summary:

Unique Management Services (UMS) is a collection service that recovers overdue materials and fees for the Library System. Since beginning to use this service in FY11, the Library has recovered more fees and materials than the cost of the service, making this cost neutral to the City. Historically, there has not been sufficient funding in the Library budget to cover the costs associated with the UMS service. In FY2013, an additional \$6,000 is needed to cover this collection service for the remainder of the fiscal year. This infusion of operating dollars will be at least 100% recovered by the collection service in both overdue materials and fees.

Operating costs in the Aquatics Division have increased over the years and are now at a point that with aging facilities and equipment, the operating budget cannot cover repairs, replacements and associated maintenance staff costs. This has been addressed going forward with several supplementals submitted in the FY2014 budget process. However, to maintain safe operations and remain in line with Maricopa County regulations, the division needs additional funding this fiscal year. These operational and maintenance issues have come in several areas:

- The deck at Peoria Pool has numerous cracks causing a tripping, fall and abrasion hazards. To maintain safety standards, the deck needs to be patched in several areas this fiscal year. This project will cost \$15,000.
- The re-plastering project at Centennial Pool that was approved in the FY2013 budget process has exceeded the original quote used for the supplemental. An additional \$4,000 is needed to complete this project as originally planned.

- Due to necessary maintenance work at Sunrise Mountain and Centennial Pools, draining was required to complete repair projects. An additional \$4,000 is needed to supplement the regular water budget in the Aquatics Program.
- A diving board and lane line reels at Sunrise Mountain Pool have exceeded their lifetime and failed. Replacement of these items will cost \$7,000.
- Part-time maintenance staffing costs to support the current Aquatics Maintenance Worker have increased due to the unplanned maintenance issues that have occurred this fiscal year at all the pools in Peoria. An additional \$10,000 for part-time seasonal staffing is needed to cover the extra hours needed to keep the pools safe and operational this fiscal year.

The IGA with Peoria Unified School District calls for a 50% contribution to maintenance related costs. The net financial contribution from PUSD will be \$20,000 for these specific projects.

Previous Actions:

There has been no previous Council action on these items.

Options:

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

- A. Approve the budget transfer and cover unplanned operational and maintenance costs for both the Library and Aquatics Program divisions in the Community Services Department.
- B. Direct staff to continue operating within current divisional budgets without the infusion of funds needed to make these divisions whole again, this fiscal year.

Staff's Recommendation:

Staff recommends the City Council approve the budget adjustment for operational overages in the Library and Aquatics Programs division budgets.

Fiscal Analysis:

Request the use of General Fund Reserves and a budget adjustment in the amount of \$46,000 from General Fund Contingency account (1000-0300-570000) to:

- Main Library Other Professional Services account (1000-1540-520099) for \$6,000,
- Aquatics Program Swimming Pool Repair & Maintenance account (1000-1410-524003) for \$23,000,
- Aquatics Program Wages – Part Time account (1000-1410-510100) for \$10,000 and
- Aquatics Program Swimming Pool Supplies account (1000-1410-533002) for \$7,000.

The total impact for these budget adjustments is actually \$20,000. PUSD's financial contribution for the Aquatics-related projects is \$20,000 and at least \$6,000 in revenue will be recovered for the Main Library Collection.

Exhibit(s): None

Contact Name and Number: Brenda Rehnke, 623-773-7131

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13R

Date Prepared: (Rev) March 5, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P.E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave & Stadium Way (LCON 00713, Project No. CS00022)

Purpose:

This is a request for the City Council to approve Contract Amendment No. 2 to Mortenson Construction (LCON 00713) for an amount not to exceed \$474,666 for the Final Guaranteed Maximum Price (GMP) construction contract for the Seattle Mariners and San Diego Padres clubhouse improvements, and approve a budget amendment in the amount of \$108,611 to establish the appropriation needed to expend funds received from the San Diego Padres to pay for improvements which exceed the City's available capital budget.

Background/Summary:

In May 2012, the City Council authorized the City to enter into agreement with Construction Manager at Risk, Mortenson Construction. At that time, staff outlined a series of formal Council actions that would be required to undertake the proposed Sports Complex Improvements:

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.

This Council action corresponds to item no. 9 above - approval of various agreements and amendments related to the Guaranteed Maximum Price (GMP) contract for construction.

The design of the clubhouse improvements is complete and the attainment of all final construction permits is underway. Long-lead hydrotherapy equipment and structural steel packages have been procured. Mortenson Construction established their construction offices at the Peoria Sports Complex prior to the start of Spring Training in support of starting construction on Monday, April 15, 2013. Both clubhouses will be constructed concurrently under an aggressive schedule in order to re-open in time for Spring Training 2014.

The clubhouses were competitively bid together to a broad base of qualified subcontractors during the month of January. Bid results were very favorable. The City, Architect, Construction Manager, and each baseball team worked diligently through the design phase to align the design with the City budget and team contribution parameters. As a result, the projected contributions of up to \$1 million per team have been reduced to \$0 and \$108,611 for the Seattle Mariners and the San Diego Padres respectively. In accordance with the terms of the City of Peoria / Seattle Mariners / San Diego Padres Sports Complex Improvements Agreement, dated June 19, 2012, the respective teams are responsible for funding any improvements which exceed the City's available capital budget up to the establishment of the GMP.

The City has received payment from each team in advance of this Council action.

Previous Actions:

On May 15, 2012, the City Council authorized the City to enter into an agreement with Mortenson Construction for CMAR preconstruction services for the Seattle Mariners and San Diego Padres clubhouse improvements. The City Council authorized the City Manager to execute any applicable agreement documents related thereto.

On October 23, 2012, the City Council authorized the City to enter into an agreement with Mortenson Construction for an amount not to exceed \$26,360,000 for incremental GMP procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements. The City Council authorized the City Manager to execute any applicable agreement or amendment documents related thereto.

Future Actions:

This Council action authorizes and finalizes the expenditure of all City and Team funds associated with the phase I clubhouse improvements portion of the Sports Complex Improvements project. The construction of the subsequent phase II stadium improvements between Spring Training 2014 and 2015 will require the following future Council actions:

- Spring 2013: Award of design (to Populous Inc.) and additional preconstruction services (to Mortenson Construction) for the design and construction of the phase II stadium improvements.
- March 2014: City Council approval of a contract amendment to Mortenson Construction for the phase II stadium improvements GMP construction agreement.

Options:

- A:** Approve Contract Amendment No. 2 to Mortenson Construction for an amount not to exceed \$474,666 for the Final Guaranteed Maximum Price (GMP) construction contract for the Seattle Mariners and San Diego Padres clubhouse improvements. Also approve a budget amendment in the amount of \$108,611 to establish the appropriation needed to expend funds received from the San Diego Padres to pay for improvements which exceed the City’s available capital budget.
- B:** Do not approve Contract Amendment No. 2 to Mortenson Construction for the Final Guaranteed Maximum Price (GMP) construction contract for the Seattle Mariners and San Diego Padres clubhouse improvements and do not approve a budget amendment to establish the appropriation needed to expend funds received from the Padres. This option will compromise the ability of the City to construct the clubhouse improvements between Spring Training 2013 and Spring Training 2014.

Staff’s Recommendation:

Staff recommends the approval of Contract Amendment No. 2 to Mortenson Construction for an amount not to exceed \$474,666 for the Final Guaranteed Maximum Price (GMP) construction contract for the Seattle Mariners and San Diego Padres clubhouse improvements.

Staff also recommends approval of a budget amendment in the amount of \$108,611 from the General Fund Contingency Account 1000-0300-570000 to the Sports Complex Improvements Project, Outside Sources Fund Buildings & Improvements Account 4810-4810-540500-CIPPK-CS00022. This budget transfer is needed to establish the appropriation needed to expend funds received from the Padres to pay for improvements which exceed the City’s available capital budget.

\$26,360,000	October 23, 2012 - City Council award of Not To Exceed GMP Package(s) to Mortenson Construction
\$474,666	March 19, 2013 - City Council award of Contract Amendment for the Final GMP Contract to Mortenson Construction

<i>San Diego Padres Contribution</i>	<i>\$108,611</i>
<i>Design Phase Budget Savings</i>	<i>\$366,055</i>

\$ 26,834,666 Mortenson Final GMP Including Team Contribution

<i>Seattle Mariners Clubhouse</i>	<i>\$13,345,152</i>
<i>San Diego Padres Clubhouse</i>	<i>\$13,489,514</i>

Fiscal Analysis:

The recommended budget amendment has no fiscal impact to the City. This action merely establishes the authority to spend payments already collected from the teams. Upon Council approval of the recommended budget amendment, all the funds for this contract amendment will be available in the Fiscal Year 2013 Capital Improvement Program. Payments under the contract will be made from the following two accounts:

Municipal Development Authority Bond Fund
Building Improvements Account
4232-4232-540500-CIPPK-CS00022

Outside Sources Fund
Building Improvements Account
4810-4810-540500-CIPPK-CS00022

Narrative:

Approval of this contract amendment and budget amendment will allow the City to construct the clubhouse improvements between Spring Training 2013 and Spring Training 2014.

Exhibits:

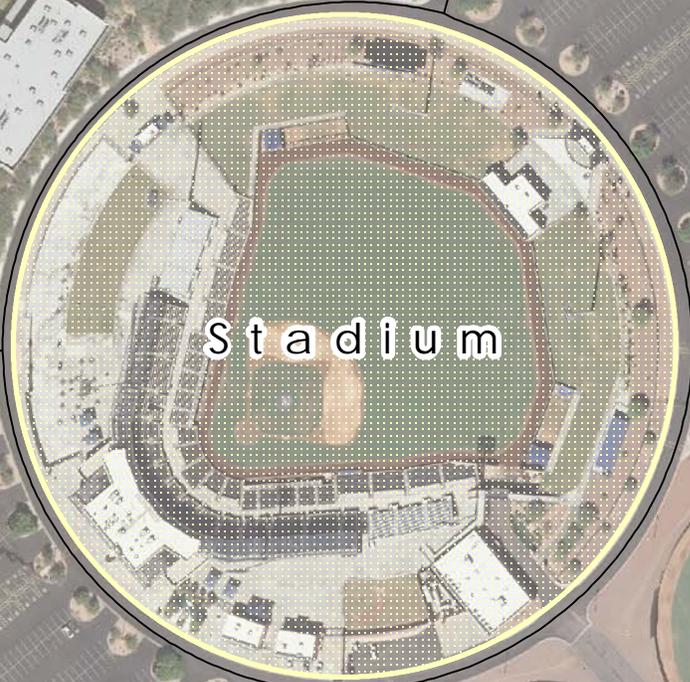
Exhibit 1: Location Map
Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721



PARADISE LN

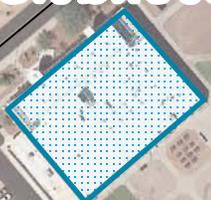
83RD AVE



San Diego Padres Clubhouse



Seattle Mariners Clubhouse



City of Peoria
Peoria Sports Complex
Improvements
Location Map



NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND



Sports Complex
Improvements
83rd Ave & Paradise Ln



115TH AVE
111TH AVE
107TH AVE
103RD AVE
99TH AVE
95TH AVE
91ST AVE
87TH AVE
83RD AVE
79TH AVE
75TH AVE
71ST AVE



VICINITY MAP



City Council Calendar

Color Key:
City Council

< February	March 2013					April >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 City Council Workshop	2
3	4	5 Regular City Council Meeting Special Meeting & Study Session	6	7	8	9
10	11	12	13	14	15	16
17 Get your Leprechaun On!	18	19 Regular City Council Meeting Special Meeting & Study Session	20 Council Subcommittee on Policy and Appointments Meeting	21	22	23
24	25 City Council Subcommittee on Community Culture & Public Safety	26	27	28	29	30
31						



City Council Calendar

Color Key:
City Council

< March	April 2013						May >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	
7	8	9  Regular City Council Meeting  Special Meeting & Study Session	10	11	12	13	
14	15	16  Council Subcommittee on Policy and Appointments Meeting	17	18	19	20	
21	22  City Council Subcommittee on Community Culture & Public Safety	23  Regular City Council Meeting  Special Meeting & Study Session	24	25	26	27	
28	29	30					

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15A

Date Prepared: 01/30/13

Council Meeting Date: 03/19/13

TO: Council Members

FROM: Mayor Bob Barrett

SUBJECT: Proclamation Declaring March 18-24 as "Fix a Leak Week"

Purpose:

Present a proclamation declaring March 18-24, 2013 as "Fix a Leak Week"

Background/Summary:

To promote water conservation, the City of Peoria will declare March 18-24 as "Fix a Leak Week" to encourage residents to check their homes for leaks.

Previous Actions:

Options:

Contact Name and Number: Bob Barrett, 623-773-7368

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: 15B

Date Prepared: January 17, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: 37th Annual Dolly Sanchez Memorial Easter Egg Hunts

SUMMARY:

The City of Peoria invites the community out to enjoy the 37th Annual Dolly Sanchez Memorial Easter Egg Hunts on Saturday, March 30, 2013 from 8:00 a.m. to Noon.

Cottontail Lane will be open for kids to participate in carnival games and fun arts & crafts activities. Kids can also watch a puppet show, visit animals at the petting zoo, take a train ride, and jump on the inflatables.

Mr. and Mrs. Bunny will be on-hand to start the candy hunts and take pictures with kids. Candy hunt times:

Age 1 - 8:20 a.m.	Age 5 - 9:50 a.m.
Age 2 - 8:45 a.m.	Age 6 - 10:10 a.m.
Age 3 - 9:10 a.m.	Age 7&8 - 10:25 a.m.
Age 4 - 9:30 a.m.	Age 9&10 - 10:40 a.m.

Family Scavenger Hunt- 8:00 a.m. – 11:00 a.m.

Gates open at 8am at Peoria Sports Complex, located at 16101 N. 83rd Ave just south of Bell Rd. Parking and admission is free with a donation of canned food to benefit St. Mary's Westside Food Bank Alliance. Food and beverage concessions will be available for purchase including a special \$5 kids' meal (hot dog, small soda and chips) for those 12 and under. For more information call 623-773-7137 or visit us on the web at www.peoriaaz.gov/specialevents.

The Easter Egg Hunts were initiated in 1976 by Dolly Sanchez, who was a member of the Peoria Community Action Program and Parks and Recreation Board. The Sanchez family continues to be an integral part of the Easter Egg Hunts and the Peoria community. Come celebrate at this springtime Peoria tradition.

Exhibit(s): 2013 Easter Flyer

Contact Name and Number: Kelli Kincaid, 623-773-7178

Dolly Sanchez

37TH MEMORIAL

Easter Egg Hunt

March 30th • 8 am - 12 pm

Peoria Sports Complex, 16101 N. 83rd Ave, Peoria 85382

CANDY HUNTS

8:20 a.m.	Age 1
8:45 a.m.	Age 2
9:10 a.m.	Age 3
9:30 a.m.	Age 4
9:50 a.m.	Age 5
10:10 a.m.	Age 6
10:25 a.m.	Age 7-8
10:40 a.m.	Age 9-10

**FAMILY
SCAVENGER HUNT**
8:00a.m. – 11:00a.m.



City of Peoria
COMMUNITY SERVICES

For more information, call 623.773.7137 or visit
www.peoriaaz.gov/specialevents

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: 15C

Date Prepared: February 27, 2013

Council Meeting Date: March 19, 2013

TO: Carl Swenson, City Manager
FROM: John R. Sefton, Jr., Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Peoria Arts & Cultural Festival - Community Center Re-Dedication

Summary:

The City of Peoria and the Peoria Unified School District have teamed up to honor the community's past and celebrate the future through the Peoria Arts & Cultural Festival on **Saturday, April 6 from 8am to 5pm**. The event will be located at 83rd and Grand avenues in the following venues: Osuna Park, Peoria's Center for Performing Arts, Peoria Historical Museums, Community Center and surrounding Streets. Admission is free thanks to Larry H. Miller Toyota and Larry H. Miller Dodge Ram dealerships in Peoria, Arizona.

Students from Peoria Unified School District will exhibit their artwork, compete in a culinary cook-off and perform dance routines, theater acts, choir and band on 7 stages throughout the event. Attendees also can watch pottery being made or for a small fee, participate in a 5K run, family bike ride, wagon rides, and a kid's zone.

The Peoria Community Center will be re-dedicated at 9am to showcase the facility's transformational expansion and renovation. Visitors to the Community Center can stroll through the art gallery or sign up for the Oldtown Public Art Walking Tour.

An Honorees and a VIP Breakfast, honoring Peoria's Pioneer Spirit, will be featured and special invitations will be delivered separately.

Exhibit(s): Flyer

Contact Name and Number: Kelli Kincaid, 623-773-7178

Free admission!

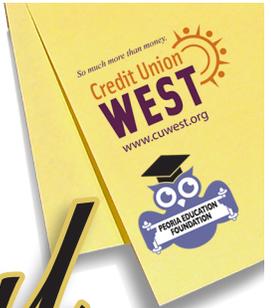
PEORIA

Arts & Cultural

FESTIVAL

Honoring the Pioneer Spirit

April 6th 2013 8 a.m. – 5 p.m.



Performances

- Dance
- Theatre
- Band
- Choir

- Live music
- Bounce play area
- Food trucks
- Childrens art activities

- Student Artwork
- Pottery Demonstrations

Celebrate the history and culture of Peoria along with displays of the students art work and all forms of art performances from band, jazz, steel drums, vocal and strings.



Theater Works
Your Northwest Valley Theater



For more information, call 623-773-7137 or visit www.peoriaaz.gov/specialevents