

City Council Meeting Notice & Agenda



Tuesday, April 23, 2013
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Study Session

5:00 P.M. Convene

Roll Call
Final Call To Submit Speaker Request Forms

Study Session Agenda

Subject(s) for Discussion Only

1. 2013 National Citizen Survey Results
2. Youth Advisory Board Member Participation at Council Meetings

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.

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

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call To Submit Speaker Request Forms

Presentation

3. "Autism Awareness Month" Proclamation

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

4C. Appointments, Boards and Commissions

Discussion and possible action to approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopt the Resolutions as presented:

Adopt **RES. 2013-35** removing Meg Grose and Jasmine Kunkes, from the Youth Advisory Board and appointing Kalima Nameth, as a replacement alternate member, and Joie Duplessis, as a replacement regular member, and

Adopt **RES. 2013-36** reappointing Kalima Nameth, as an alternate member, to the Youth Advisory Board.

5C. Intergovernmental Agreement, Maricopa County Department of Emergency Management, Emergency Operations Plan, Multi-Jurisdictional Hazardous Mitigation Plan and Wildland Fire Protection Plan Development

Discussion and possible action to approve an Intergovernmental Agreement with the Maricopa Department of Emergency Management for the development of an Emergency Operations Plan and the development and maintenance of a multi-jurisdictional Hazardous Mitigation Plan and a Wildland Fire Protection Plan.

6C. **Intergovernmental Agreements, Arizona Department of Transportation, 75th Avenue and Cactus Road Intersection Improvements and 75th Avenue and Peoria Avenue Intersection Improvements**

Discussion and possible action to: (a) approve two separate joint project agreements with the Arizona Department of Transportation for the design, utility relocation, construction, construction management, operation, and maintenance of the proposed intersection improvement projects at 75th Avenue and Cactus Road and at 75th Avenue and Peoria Avenue; and (b) approve a budget amendment in the amount of \$209,473 from the 75th Avenue and Cactus Road Intersection Improvements account to the 75th Avenue and Peoria Avenue Intersection Improvements account to ensure there are sufficient funds in each project to meet the terms of the agreements.

7C. **Memorandum of Understanding, Sun City Fire District, Mass Casualty Supplies**

Discussion and possible action to approve a Memorandum of Understanding with the Sun City Fire District to transfer one (1) Mass Casualty Module to the Sun City Fire District for maintenance and system-wide deployment.

8C. **Purchase, LN Curtis, Self Contained Breathing Apparatus Communication Equipment**

Discussion and possible action to approve the purchase of the Draeger Self Contained Breathing Apparatus Communication Equipment from LN Curtis as outlined in the Fiscal Year 2013 Capital Improvement Plan.

9C. **Trust Agreement Amendment, Employee Benefits Trust and Workers' Compensation Trust**

Discussion and possible action to approve the First Amended and Restated Trust Agreement for the Employee Benefits Trust and Workers' Compensation Trust to accurately reflect the operation of the self-funded plans.

10C. **Contract, Recreation Accessibility Consultants, LLC, Americans with Disabilities Act Accessibility Audit**

Discussion and possible action to: (a) approve a cooperative purchase through an existing City of Glendale contract (RFP 12-23) with Recreation Accessibility Consultants, LLC to provide an Americans with Disabilities Act accessibility audit for parks and recreation facilities in order to meet Title II of the 2010 Design Standards issued by the Department of Justice; and (b) approve a budget transfer in the amount of \$63,530 from the General Fund Contingency account to the Community Services Department Administration, Other Professional Services account.

11C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2013-37** accepting Deeds and Easements for various Real Property interests acquired by the City.

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

Discussion and possible action to adopt **RES. 2013-38** designating Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

Regular Agenda

New Business

13R. **Code Amendment, Chapter 19, Employee Organizations**

Discussion and possible action to adopt **ORD. 2013-05** amending Peoria City Code (1992 Edition) Section 19-21 to amend the maximum term length of Memoranda of Understanding with employee organizations.

14R. **PUBLIC HEARING - General Plan Amendment, Land Use Map, Sunset Ranch II, Lake Pleasant Parkway and Williams Road**

PUBLIC HEARING: RE: A request to for a minor amendment to the General Plan Land Use Map to change the designation of approximately 4.93 acres of land located west of Lake Pleasant Parkway between Williams and Pinnacle Peak Road from Residential Estate (0-2 du/ac) to Residential Low (2-5 du/ac)(Case GPA12-0007).

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2013-39** approving a minor amendment to the General Plan Land Use Map to change the designation of approximately 4.93 acres of land located west of Lake Pleasant Parkway between Williams and Pinnacle Peak Road from Residential Estate (0-2 du/ac) to Residential Low (2-5 du/ac)(Case GPA12-0007).

15R. **PUBLIC HEARING - Rezoning / Major Planned Area Development Amendment, Sunset Ranch II, Lake Pleasant Parkway and Williams Road**

PUBLIC HEARING: RE: A request to rezone approximately 4.93 acres from General Agricultural (AG), and add it to the existing Sunset Ranch II Planned Area Development as proposed under zoning case Z05-25A.4.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2013-06** rezoning approximately 4.93 acres from General Agricultural (AG), and add it to the existing Sunset Ranch II Planned Area Development as proposed under zoning case Z05-25A.4.

Call To The Public (Non-Agenda Items)

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Reports from City Manager

16. **Council Calendar**

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**

Agenda Item: 1

Date Prepared:

Council Meeting Date:

TO: Carl Swenson, City Manager
FROM: Sherine Zaya, Public Information Officer
THROUGH: Bo Larsen, Public Information Director
SUBJECT: 2013 National Citizen Survey Results

Purpose:

This is a request to present the results of the citizen survey to the City Council.

Background/Summary:

Historically, the city of Peoria conducts a survey every two to three years to gauge resident satisfaction with city services as well as their perception of Peoria. In February, the survey instrument was mailed to 1,200 randomly-selected residents.

Previous Actions:

During the Reports from City Manager portion of the January 8 meeting, Bo Larsen informed City Council of the intent to hire National Research Center to conduct the survey.

Narrative:

The Office of Communications has invited representatives from National Research Center to present the results of the survey.

Contact Name and Number:

Sherine Zaya, 623-773-7338

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

Agenda Item: 2

Date Prepared: April 11, 2013

Study Session Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Youth Advisory Board Members at Council Meetings

PURPOSE:

To inform City Council of the proposal to have Youth Advisory Board Members attend and participate in regular City Council meetings.

SUMMARY:

It has been suggested that by allowing acting members of the Youth Advisory Board to sit at the dais and participate in regular City Council meetings, it will increase youth civic engagement within the City of Peoria. At the November 13, 2012 City Council meeting, Council approved the adoption of the Youth Master Plan. One of the six strategic goal areas in the Youth Master Plan is civic engagement. This goal area states that youth be given opportunities to have their voices heard and positively impact their community. Allowing youth on the dais at regular City Council meetings is a means to meeting this goal.

The plan includes the following steps:

- Sending the participating youth a copy of the council packet the week prior to the regularly scheduled meetings.
- After review of the packet, the youth may meet with a member of the Council, prior to the council meeting, to ask questions and become more familiar with the agenda items.
- At the meetings the youth would participate in the discussion as appropriate.

First steps to developing the plan include the consideration of guidelines for the process such as, how long each youth will serve in this capacity, how many meetings per month they would attend, and how many alternates would be selected in cases of unavoidable absences.

Once the guidelines have been drafted and approved, members of the Youth Advisory Board would be given the opportunity to be selected. At a regular Youth Advisory Board meeting members would be nominated and the board would vote to select.

Previous Actions:

At the November 13, 2012 City Council meeting, Council approved the adoption of the Youth Master Plan.

Considerations:

- Due to the time commitment, considerations need to be made to the length of time each youth would be assigned this duty and how many meetings per month they would attend (i.e. quarterly, bi-yearly and one or two meetings per month).
- How many alternates would be assigned?
- Should youth be at every Council Meeting or just at those meetings with youth related agenda items?
- That the Youth Advisory Board participant be given the best experience possible.

Exhibit(s): None

Contact Name and Number: Kevin Naughton, 623-773-8627

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3

Date Prepared: 04/03/13

Council Meeting Date: 04/23/13

TO: Council Members

FROM: Mayor Bob Barrett

SUBJECT: Proclamation Declaring April as "Autism Awareness Month"

Purpose:

Present a proclamation declaring April as "Autism Awareness Month"

Background/Summary:

The City of Peoria will designate April as "Autism Awareness Month" encouraging residents and employees to learn more about autism and what they can do to support individuals on the autism spectrum and their families.

Previous Actions:

Options:

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: April 2, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, CMC, City Clerk
THROUGH: Susan Daluddung, Deputy City Manager
SUBJECT: Board and Commission Appointments

Purpose:

This is a request for City Council to appoint/reappoint Youth Advisory Board members as recommended by the Council Subcommittee on Policy and Appointments.

Background/Summary:

Pursuant to Sections 2-154(d) and 2-158 of the Peoria City Code (1992), Meg Grose, an alternate member, and Jasmine Kunkes, a regular member, should be removed from the Youth Advisory Board due to three or more consecutive absences and replacement members should be appointed.

Previous Actions:

On March 20, 2013, the Council Subcommittee on Policy and Appointments recommended appointments to the Youth Advisory Board.

On March 21, 2013, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the March 20, 2013 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

- A.** Appoint recommended Youth Advisory Board members.
- B.** Continue recruitment efforts to fill Youth Advisory Board vacancies.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments and adopt the Resolutions as presented:

Adopt RES. 2013-35 removing Meg Grose and Jasmine Kunkes, from the Youth Advisory Board and appointing Kalima Nameth, as a replacement alternate member, and Joie Duplessis, as a replacement regular member, to the Youth Advisory Board with partial terms to expire June 2013 and June 2014 respectively, and

Adopt RES. 2013-36 reappointing Kalima Nameth, as an alternate member, to the Youth Advisory Board with a term to expire June 2015.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, the newly appointed Youth Advisory Board members will be invited to attend the May 7, 2013 City Council meeting to accept Certificates of Appointment.

Exhibit(s):

- Exhibit 1: Resolution No. 2013-35
- Exhibit 2: Resolution No. 2013-36

Contact Name and Number: Rhonda Geriminsky, CMC, City Clerk, 623-773-7340

RESOLUTION 2013-35

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REMOVING MEG GROSE AND JASMINE KUNKES FROM AND APPOINTING JOIE DUPLESSIS AND KALIMA NAMETH TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, Meg Grose and Jasmine Kunkes are being removed from the Youth Advisory Board pursuant to Sections 2-154(d) and 2-158 of the Peoria City Code (1992), and there exists two vacancies; and

WHEREAS Joie Duplessis and Kalima Nameth desire to be members and appointed to the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointments of Joie Duplessis, as a regular member, and Kalima Nameth, as an alternate member, to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Joie Duplessis and Kalima Nameth are appointed, as a regular and alternate member respectively, to the City of Peoria Youth Advisory Board.

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

Joie Duplessis	June 2014
Kalima Nameth	June 2013

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 23rd day of April 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

RESOLUTION 2013-36

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING KALIMA NAMETH TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the term of appointment for Kalima Nameth on the Youth Advisory Board will expire in June 2013, and there will exist one vacancy; and

WHEREAS Kalima Nameth is eligible and desires to be a member and reappointed to the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said reappointment of Kalima Nameth, as an alternate member, to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Kalima Nameth is reappointed, as an alternate member, to the City of Peoria Youth Advisory Board.

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

Kalima Nameth

June 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 23rd day of April 2013.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

RESOLUTION NO. 2013-36
Page 2 of 2

ATTEST:

Rhonda Geriminsky, City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: April 01, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager

FROM: Bobby Ruiz, Fire Chief

THROUGH: Jeff Tyne, Deputy City Manager

**SUBJECT: Inter-Governmental Agreement with Maricopa County Department of
Emergency Management**

Purpose:

The Fire Department Staff is seeking approval from Council for approval of an Inter-Governmental Agreement (IGA) with the Maricopa County Department of Emergency Management.

Background/Summary:

In previous years the City of Peoria and Maricopa County have maintained this type of Inter-Governmental Agreement, with this current agreement being updated to include several new benefits for the City.

This IGA between the City of Peoria Fire Department-Emergency Management Division and the Maricopa County Department of Emergency Management provides a wealth of benefits to the City. These include the coordinated development of an Emergency Operations Plan (EOP), in addition to the development and maintenance of a Multi-jurisdictional Hazardous Mitigation Plan. Both of these plans are required by federal statute.

This IGA has other benefits that include; development and maintenance of a countywide Wildland Fire Protection Plan, assistance with emergency management training, and access to the WEB EOC program. WEB EOC is a web based software program purchased and supported by Maricopa County to coordinate disaster response throughout the county.

During a disaster that impacts the City this agreement provides assistance with the coordination of the response at the county and state level, disaster recovery operations, and disaster resources such as equipment and materials that the county may have available to assist the City of Peoria.

Previous Actions:

None

Options:

A: Council can choose to accept the recommended to approve the agreement.

B: Council can choose not to approve the intergovernmental agreement.

Staff's Recommendation:

Approve the intergovernmental agreement with Maricopa County Department of Emergency Management from the General Fund (1000-1250-521003).

Fiscal Analysis:

This IGA is has been part of the Emergency Management operating budget for the past several years.

Exhibit(s): *None*

Contact Name and Number:

Bobby Ruiz, Fire Chief
x7380

INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES
BETWEEN MARICOPA COUNTY, ARIZONA
AND THE
CITY OF PEORIA

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the 1st day of July 2013 (the “Effective Date”), by and between Maricopa County, a political subdivision of the State of Arizona (“County”), and the City of Peoria, a public agency of the State of Arizona (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§11-951 et seq. and A.R.S. §26-308(B) to enter into this Agreement.

BACKGROUND

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security or other causes; and,

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and,

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. For purposes of this Agreement, the term “public agency” shall have the same definition as that contained in A.R.S. §11-951.
2. “Participating Public Agencies” means those public agencies which have active agreements for Disaster and Emergency Management Services with County.
3. “Total Budget” means the Maricopa County Department of Emergency Management’s General Fund and Grant Fund expenditure budgets as adopted by the Maricopa County Board of Supervisors, plus baseline internal/central service charges, for the Preceding Fiscal Year. Budgeted fund balance expenditures, annual maintenance cost for the comprehensive emergency management tool and capital items are not included in the “Total Budgeted” calculation.

4. "Local Budget" means the Total Budget less any contributions or reimbursements to that budget from the federal government.
5. "Preceding Fiscal Year" means the year immediately preceding the fiscal year for which a participating public agency's annual assessment is being determined. Annual Assessments are based on the preceding year's Local Budget. For example, a public agency's annual assessment for FY2013 is based on the Maricopa County Department of Emergency Management's Local Budget for FY2012.
6. "Capital Items" means fixed assets such as furniture, computers, etc., which shall remain the property of the County. Capital items will physically remain with County, which shall bear the risk of damage thereto or loss thereof.
7. "Population" means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10 year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. County Obligations

County shall:

- a. Prepare and maintain a county Emergency Operations Plan or Plans ("EOP") with due consideration of hazards that affect all areas in the County.
- b. Advise and assist Public Agency in the development, review, publication, and distribution of an EOP developed by Public Agency.
- c. Advise and assist Public Agency in the development, review, publication, and distribution of a Multi-Hazard Mitigation Plan.
- d. Advise and assist Public Agency in development, review, publication, and distribution of a Community Wildfire Protection Plan.
- e. Advise and assist Public Agency with the disaster and emergency management training of such employees as Public Agency shall designate.
- f. Provide and maintain a coordinated countywide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including: Warning Systems, Communications System, comprehensive emergency management and planning, and an Emergency Operations Center.
- g. Provide and maintain, and issue access to a comprehensive emergency management software tool to expedite the emergency operations center processes.
- h. Develop and maintain a countywide comprehensive electronic interactive resource database of government owned and other resources available for use in the event of a disaster.
- i. Provide assistance in obtaining Federal or State funds available to Public Agency for emergency management and disaster purposes.

- j. Advise and assist Public Agency in the timely preparation of reports and other papers required by the state or federal governments.
- k. Offer coordination assistance to Public Agency in the event of a disaster affecting Public Agency.
- l. Provide that the county EOC may act as a backup EOC for partner cities.
- m. Assist Public Agency in conducting exercises scheduled by Public Agency to test its disaster response capability.
- n. Advise and assist Public Agency with emergency planning, training and exercises for schools and health care facilities.
- o. Advise and assist Public Agency in complying with the provisions of Title 26, Chapter 2, Arizona Revised Statutes, and State policies and procedures.
- p. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) providing disaster response pamphlets/handouts to Public Agency emergency management personnel for later distribution to the public.
 - (2) delivering disaster response pamphlets/handouts to libraries, community centers, and senior centers located in Public Agency.
 - (3) giving oral presentations on disaster and emergency-related subjects to schools, civic groups and similar organizations.
 - (4) setting up and staffing information booths at fairs, safety days and similar events.
- q. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.
- r. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.

2. **Public Agency Obligations**

Public Agency shall:

- a. Develop, publish and distribute an EOP which is complementary to and compatible with County's EOP.
- b. Develop and conduct such emergency management training programs and exercises as it deems necessary.
- c. Provide that Public Agency's EOC may act as a back up to the County if they need an alternate location.
- d. Collect and provide disaster and emergency management information when so required by the state or federal government.

- e. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) County will pay 50% of the Local Budget plus that portion of the Local Budget allocated to Capital Items.
 - (2) The remainder of the Local Budget will be paid by the participating public agencies.
 - (3) Public Agency's annual assessment shall be determined by dividing Public Agency's Population by the Total Population of the participating public agencies and then multiplying the quotient by that portion of the Local Budget allocated to the participating public agencies in the preceding paragraph.
 - (4) Public Agencies will pay a fixed amount based on the actual annual maintenance cost of comprehensive emergency management tool. The total annual maintenance will be divided by all Participating Public Agencies equally.
3. This Agreement supersedes any and all agreements, either written or oral, between the parties with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided any effective modification must be in writing signed by both parties.
4. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.
5. In the event of any controversy which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
6. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2018, unless sooner terminated as provided herein. The Agreement may be terminated by either party giving written notice of such intention to the other party not less than ninety (90) days prior to June 30 of the year during which the notice is given, which shall be the effective date of the termination.
7. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).
 - a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
 - b. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.
 - c. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
 - d. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of

the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

- e. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
- 8. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
- 9. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.
- 10. Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.
- 11. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:

To County to the attention of:

To Public Agency to the attention of:

Director
Maricopa County Department of
Emergency Management
5630 East McDowell Rd
Phoenix, AZ 85008

Glenn Jones
Emergency Preparedness Coordinator
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345

- 12. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- 13. Any individual executing this Agreement on behalf of a Party represents and warrants to the other Party that they are duly authorized to execute this Agreement on behalf of such Party, and that upon their signature this Agreement shall be binding upon the Parties.

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__

Robert Barrett
Mayor

For County:
Andrew Kunasek
Chairman, Board of Supervisors

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

City Attorney

David Benton
Deputy County Attorney

ATTEST _____
Rhonda Geriminsky
City Clerk

Fran McCarroll
Clerk of the Board

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: March 21, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreements, Arizona Department of Transportation, 75th Avenue and Cactus Road Intersection Improvements and 75th Avenue and Peoria Avenue Intersection Improvements

Purpose:

This is a request for City Council to approve two separate joint project agreements (JPA) with the Arizona Department of Transportation (ADOT) for the design, utility relocation, construction, construction management, operation, and maintenance of the proposed intersection improvement projects at 75th Avenue and Cactus Road and at 75th Avenue and Peoria Avenue. Also, a request for City Council to approve a budget amendment in the amount of \$209,473 between the two projects to ensure that there are sufficient funds in each project to meet the terms of the agreements.

Background/Summary:

In April, 2011, the city applied to the Arizona Department of Transportation (ADOT) for federal funding assistance through the Highway Safety Improvements Program (HSIP) for the two subject intersection projects, as each intersection ranks in the top five for high crash locations in the City, and subsequently, on November 8, 2011, both applications were approved by the Federal Highway Administration (FHWA).

As required by the FHWA, federal funds may be used for roadway improvements that are consistent with improving the safety and reducing vehicular crashes at each of these intersections, which includes funding of professional design services, right of way acquisition, utility relocations, construction, and construction management for the improvements. Any additional project improvements requested by the city that do not qualify for federal funding must be paid in full by the city as further defined in the attached Exhibit to the agreement.

A summary of the total estimated project costs and funding breakdown for each of the two intersections is as follows:

75th Ave and Cactus Rd

Total Project Cost - \$7,661,177.00

HSIP Federal Funding (Eligible Items) - \$5,413,534.00

City Participation (Required Local Match & Ineligible Items) - \$2,247,643.00

Available Project Funds in CIP – \$3,510,213.00

75th Ave and Peoria Ave

Total Project Cost - \$7,507,800.00

HSIP Federal Funding (Eligible Items) - \$5,964,381.00

City Participation (Local Match & Ineligible Items) - \$1,543,419.00

Available Project Funds in CIP – \$1,333,946.00

The two intersections are included in the city's existing capital improvement program as separate projects, with funding in FY 2013. However, the 75th Avenue and Peoria Avenue project (EN00081) does not have sufficient funds to cover the city's match and ineligible items as identified in the JPA. As such, a budget amendment is needed to move \$209,473 into this project from the 75th Avenue and Cactus Road project (EN00088), which has more than enough funds to meet the requirements of that JPA. The source of Peoria's contribution to each project is the city's transportation sales tax.

As with all federally funded projects, ADOT will be managing both of these projects through all phases of design and construction with the city, as final owner of the improvements, participating with ADOT as key partner. The HSIP federal funding is programmed for Fiscal Years (FY) 13 & 14, right of way acquisition in FY 14, and construction in FY 15 for both projects. The city will work with ADOT to determine if these projects should be constructed at the same time, or in sequence, to minimize disruption to the traveling public.

Recommended safety improvements for both intersections include widening for additional turn lanes in each direction and access management via new raised medians to improve traffic safety. Improvements will require installation of new median curbs, sidewalks, driveways, drainage, utility extensions, signing and marking, street lighting, traffic signal modifications and upgrades, as well as new pedestrian access ramps, and landscaping and irrigation improvements on all four legs of each intersection. At 75th Avenue and Cactus Avenue, a new 16" waterline and storm drain improvements are programmed as part of city requested upgrades being added to the project.

The project will likely include multiple utility agreements with APS, Cox, Centurylink, SRP, SWG, EPNG, etc. for relocating existing utilities in conflict with the new intersection improvements, as well as further construction agreements with ADOT once design and pre-construction work is completed and estimated construction costs have been refined. Special consideration will be made to undergrounding existing overhead power lines and utility upgrades where feasible and cost effective to the project.

In addition, ADOT will complete an environmental impact determination and noise analysis study for each project. Public meetings will be administered by ADOT as part of their public relations program during design and construction.

At the request of the city, and subsequent concurrence by ADOT and FHWA, the Construction Manager at Risk (CMAR) delivery method will be used for both the intersection projects in lieu of the traditional low bid delivery method.

In order for ADOT to design and construct the project, an intergovernmental agreement is required to identify and define each agency's responsibilities.

A summary of the terms of the agreement is provided below.

City

- The City is 100% responsible for all project costs exceeding the federal amounts.
- The City shall coordinate with the State in all phases of design and construction of the project.
- The City shall take the lead on right-of-way acquisitions.
- The City shall issue no-cost permits to the State in order for the State to complete the project work in the City's right-of-way.
- The City shall coordinate with the State in all public meetings and notifications.
- After completion of the project the City will assume all maintenance, liability and operation responsibilities for the improvements.

State

- The State shall be the City's agent to the Federal Highway Administration (FHWA) for authorization and reporting as required to expend HSIP federal funds.
- The State shall be the City's agent for the design, construction and administration of the project with involvement and cooperation with the City.
- The State shall enter into agreements with utility companies on behalf of the City for relocations necessary for the intersection improvements.
- The State shall administer and involve the City in the selection processes for the retention of a design firm and Construction Manager at Risk (CMAR).

Previous Actions:

- In April 2011, the city applied for HSIP funding for safety improvements at these two intersections.
- Received notification letter from the FHWA on November 8, 2011, confirming that the safety improvements were approved as eligible to use HSIP funds.

Options:

A: Approve both IGAs with ADOT and the budget amendment. This will allow the city to work with ADOT to construct the safety improvements for both intersection projects. Utilizing the HSIP federal funding requires that these agreements get executed with ADOT to begin the work.

B: Deny approval of IGA.

Staff's Recommendation:

Staff recommends approval of both IGAs with the ADOT for the design and construction administration of the HSIP-funded intersection improvements for both subject projects.

Also, staff recommends approval of a budget transfer in the amount of \$209,473 from the 75th Avenue and Cactus Road Intersection Improvements project, Transportation Sales Tax Fund Street System Account 7010-7075-543001-CIPST-EN00088 to the 75th Avenue and Peoria Avenue Intersection Improvements project, Transportation Sales Tax Fund Street System Account 7010-7075-543001-CIPST-EN00081.

Fiscal Analysis:

The two intersections are included in the city's existing capital improvement program as separate projects, with funding in FY 2013. However, the 75th Avenue and Peoria Avenue project (EN00081) does not have sufficient funds to cover the city's match and ineligible items as identified in the JPA. As such, a budget amendment is needed to move \$209,473 into this project from the 75th Avenue and Cactus Road project (EN00088), which has more than enough funds to meet the requirements of that JPA. The source of Peoria's contribution to each project is the city's transportation sales tax.

All payments to ADOT under the terms of the JPAs will be made from the following accounts:

- 75th Ave & Peoria Ave Intersection Improvements – 7010-7075-543001-CIPST-EN00081
- 75th Av & Cactus Rd Intersection Improvements – 7010-7075-543001-CIPST-EN00088

The City will be required to maintain all improvements to the intersection after completion of this project. The additional pavement, signal modifications, underground water and storm drain improvements are estimated to require an additional \$18,000 in annual maintenance such as street sweeping, signal electronics and pavement preservation operations.

Narrative:

Approval of agreement will allow for ADOT to begin the design phase of the improvements anticipated to begin summer 2013. At this time it is estimated that design and utility relocations will require approximately 2 years with the intersection improvements occurring in 2016.

This IGA has been reviewed by the City Attorney's office.

Exhibits:

- Exhibit 1: Location Map – 75th Ave & Cactus Rd
- Exhibit 2: Location Map – 75th Ave & Peoria Ave
- Exhibit 3: Vicinity Map – 75th Ave & Cactus Rd
- Exhibit 4: Vicinity Map – 75th Ave & Peoria Ave
- Exhibit 5: Intergovernmental Agreement – 75th Ave & Cactus Rd
- Exhibit 6: Intergovernmental Agreement – 75th Ave & Peoria Ave



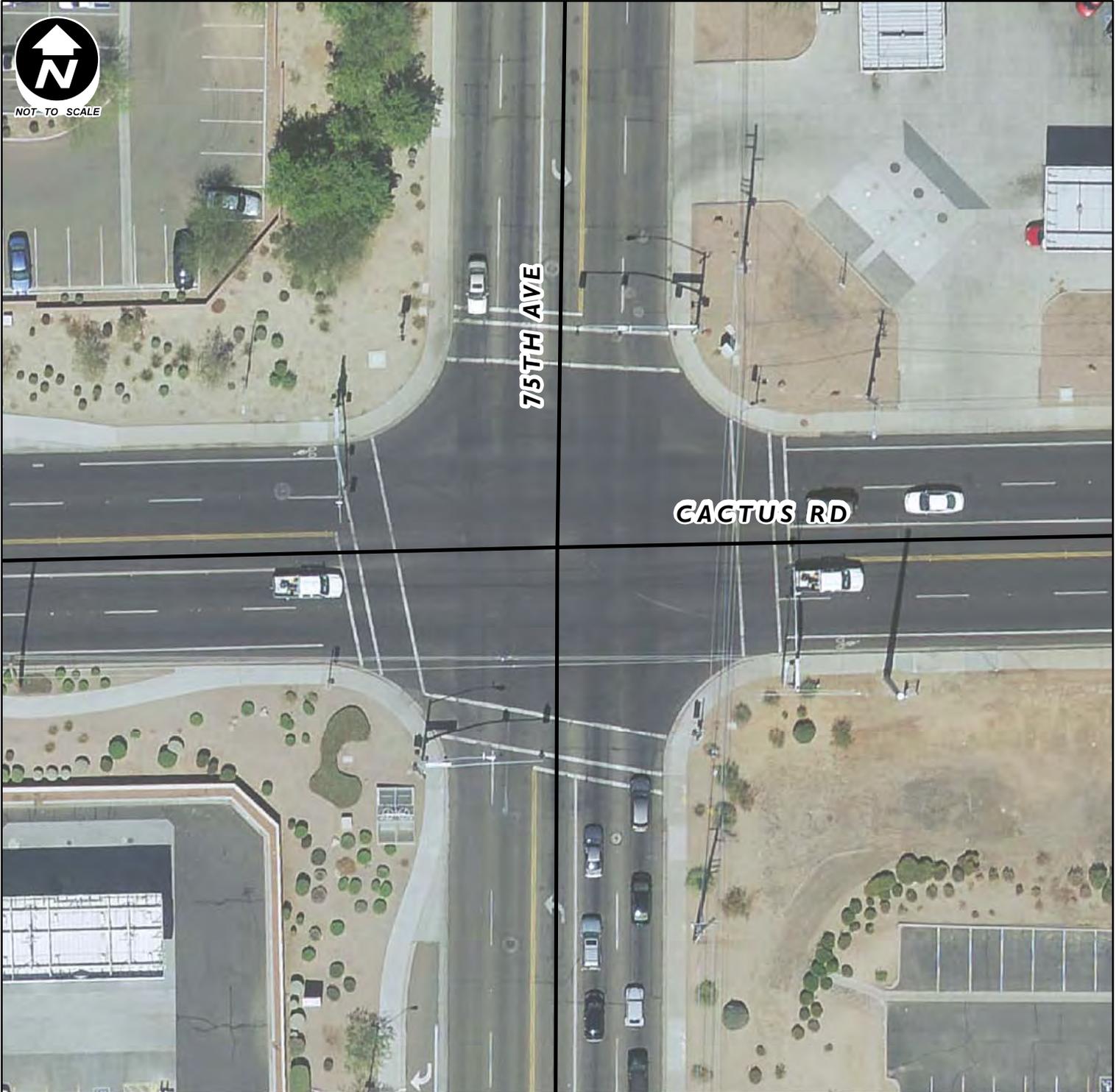
City of Peoria

ENGINEERING

75th Avenue and Cactus Road Intersection Improvements Location Map



NOT TO SCALE



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

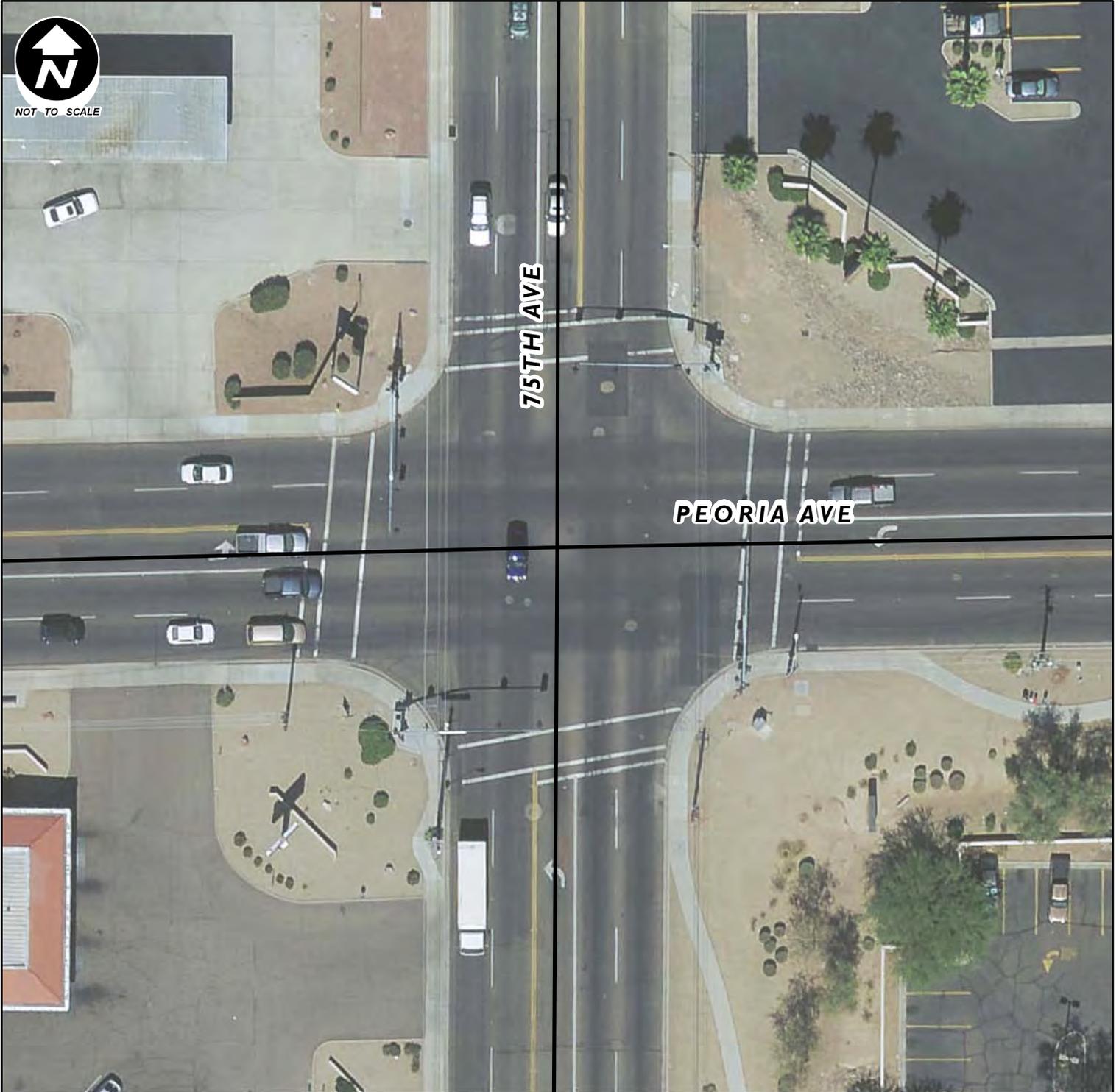


City of Peoria ENGINEERING

75th Avenue and Peoria Ave Intersection Improvements *Location Map*



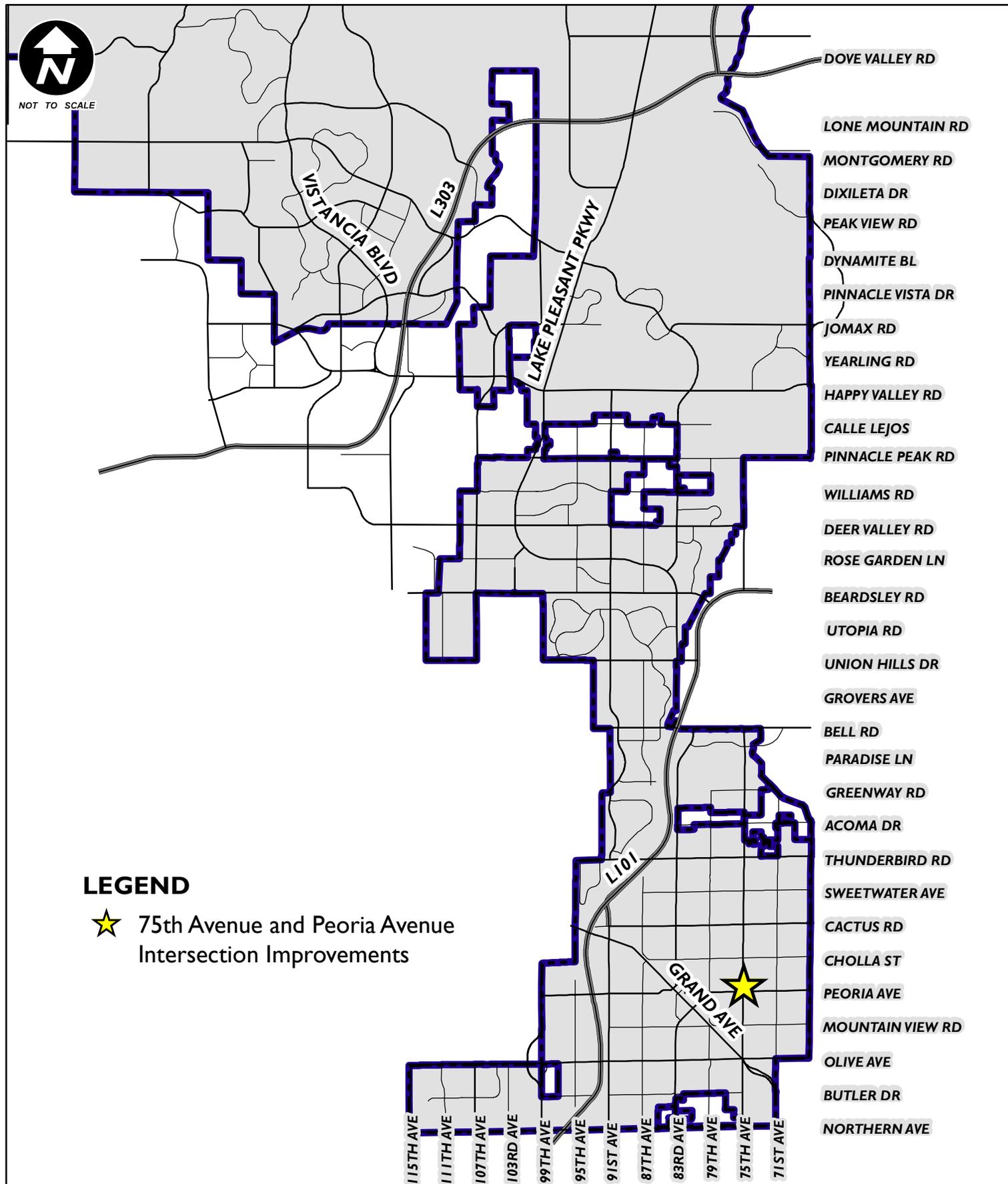
NOT TO SCALE



NOTE:
This Map is based on imprecise
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FOR GENERAL REFERENCE ONLY.



NOT TO SCALE



LEGEND

- ★ 75th Avenue and Peoria Avenue Intersection Improvements

- 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

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

ADOT File No.: IGA/JPA 12-003I
ADOT CAR File No.: 13-0000381 I
AG Contract No.: P001 2013 000xxx
Project: Intersection Improvements
Section: 75th Ave and Cactus Road
Federal Project No.: PEO-0(215)A
ADOT Project No.: SH53503D
TIP/STIP No.: PEO 12-110
Budget Source Item No.:
72813 - Scoping/Design
72814 - Final Design/Right-of-way
72815 - Utility
FY17 - Construction

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified improvements within the City as eligible for this funding.

4. The improvements proposed in this Agreement include but are not limited to: designing and constructing a right turn lane, dual left turn lanes and a raised median on all approaches, upgrading to ADA compliant pedestrian push buttons, installing pedestrian count-down signals, optimizing signal timing, improving illumination, relocating utilities, acquiring rights-of-way, and reconstructing the traffic signals to accommodate the intersection widening and construction phasing at the intersection of 75th Avenue and Cactus Road, hereinafter referred to as the "Project".

5. The State shall act as the City's agent for the design, construction and administration of the Project and hire a contractor for the Construction Manager at Risk (CMAR) process in conformance with the provisions of Arizona Revised Statutes § 28-7366. This Project will follow the guidelines set forth in the ADOT Construction Manager at Risk Guide, September 2010 and follow the National Environmental Policy Act (NEPA) for all phases of the Project from design through construction of the intersection improvements.

6. The City, in order to obtain federal HSIP funds for the scoping/design, utility relocations, acquisition of rights-of-way and construction of the Project, is willing to provide City funds to match federal

HSIP funds in the ratio required or as finally fixed and determined by the State and FHWA including actual construction engineering costs (CE).

7. In addition, the City is willing to provide City funds at 100 percent (100%), to be used for the elements of the Project that are not eligible for HSIP funds, including utility and CE costs, as shown below.

8. The interest of the State in this Project is the acquisition of federal funds for the design, utility relocation, right-of-way acquisition, construction and administration of the Project and to authorize such federal funds for the Project pursuant to federal laws and regulations.

9. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

10. Federal funds will be used for the scoping/design, utility relocations, rights-of-way acquisition and construction elements of the Project at 75th Avenue and Cactus Road, that are eligible for HSIP funds (including the construction engineering and administration cost.) The estimated Project costs are as follows: (See Exhibit A, attached hereto and made a part hereof, for breakdown of the following costs)

SH536 03D FY13 (Design Review Fee)

Federal-aid funds	\$ 156,538.00
City's match	\$ 43,462.00
Estimated Subtotal – Design Review Fee	\$ 200,000.00

SH536 03D FY13 (Project Assessment and Design)

Federal-aid funds	\$ 491,227.00
City's match	\$ 146,387.00
City's funds for elements not HSIP eligible	\$ 22,386.00
Estimated Subtotal – Design and Preconstruction Services	\$ 660,000.00

SH536 03R FY14 (Right-of-way)

Federal-aid funds	\$ 907,920.00
City's match	\$ 252,080.00
City's funds for elements not HSIP eligible	\$ 0.00
Estimated Subtotal – Right-of-Way	\$1,160,000.00

SH536 03U FY14 (Utilities)

Federal-aid funds	\$ 845,305.00
City's match	\$ 234,695.00
City's funds for elements not HSIP eligible	\$ 0.00
Estimated Subtotal – Utilities	\$1,080,000.00

SH536 03C FY15 (Construction)

Federal-aid funds	\$3,012,544.00
City's match	\$ 990,918.00
City's funds for elements not HSIP eligible	\$ 557,715.00
Estimated Subtotal – Construction (State administered)	\$4,561,177.00

Estimated Total Federal Funds	\$5,413,534.00
Estimated Total City Funds	\$2,247,643.00

Estimated TOTAL Project Cost \$7,661,177.00

(*Includes 15% CE and 5% Project contingencies)

11. The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimated Project costs. If the final Project costs are less than the initial estimate, the difference will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the federal participation of the final Project costs-

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the City's agent for the design, construction and administration of the Project. *Administer the Project* in conformance with the Construction Manager at Risk (CMAR) provisions of Arizona Revised Statutes § 28-7366.

b. Upon execution of this Agreement, invoice the City **\$43,462.00** (*include JPA number and Project location on all invoices*) for the City's estimated share of the State's design review fee and administration costs.

c. Upon execution of this Agreement and prior to performing or authorizing any work, invoice the City **\$168,773.00**, for the City's estimated share of the design costs for the Project which includes eligible and non-eligible funding. Upon receipt of the City's funds, request authorization from FHWA for the design phase of the Project. Post-design services are not included in this invoicing.

d. Invoice the City when necessary for any additional design costs or additional costs for the State's design review fee and administration of the Project.

e. Upon FHWA authorization for the design phase of the Project, advertise and administer the selection process, with the involvement of the City, for a design consultant ("Consultant") to prepare design documents for the Project.

f. Provide the City with the Project's design plans and other such documents and services required for the construction of the Project for review and comment. Incorporate the City's review comments, as appropriate.

g. Work closely with the City during the right-of-way and utility coordination.

h. On or after July 1, 2013, invoice the City **\$234,695.00**, for the City's estimated share for utility relocations.

i. Upon authorization by the FHWA and with the aid and consent of the City and FHWA, coordinate utility issues (design and relocation) and proceed to enter into utility design and relocation agreements with public and/or private utility companies.

j. Be responsible for the environmental and utility clearances in accordance with the Project schedule.

k. On or after July 1, 2013 and within 30 days of receipt of an invoice from the City (no more than monthly), reimburse the City for the City's right-of-way acquisition expenditures. Coordinate with the

City as required, with all right-of-way activities. Right-of-way acquisition is estimated at **\$1,160,000.00** of which the City's share is estimated at **\$252,080.00**.

l. Upon completion of the 30% design and receipt of authorization by the FHWA and with the aid and consent of the City and FHWA, proceed to advertise and administer the selection process for the retention of CMAR preconstruction services.

m. Once the Project's final design costs have been finalized, invoice or reimburse the City for the difference between said estimated costs and actual design costs.

n. Upon completion of negotiations for the Guaranteed Maximum Price (GMP(s)), to construct the Project, invoice the City for the City's share of the agreed upon GMP and post-design services, currently estimated at **\$1,548,633.00**. Upon receipt of the City's consent and receipt of said funds, request authorization by FHWA for the construction phase of the Project.

o. Enter into contract(s) for construction, or advertise for bids if GMP(s) negotiations fail. Administer construction of the Project and make all payments to the contractor.

p. Coordinate with the City and provide Public Information Services as necessary and appropriate for the Project.

q. Upon completion of the Project, notify the City and coordinate the final inspection. The State will accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project plans/documents and that the Project has been satisfactorily completed.

r. Upon completion and acceptance of the Project by the State, provide the City with a recapitulation of the actual Project costs, along with an invoice or reimbursement for the difference between the amount(s) paid by the City and the actual costs of the Project, which includes post design services.

s. Upon the State's acceptance of the Project with the contractor, turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the Project within 90 days of final acceptance.

t. Hereby be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary right-of-entry onto and over said rights-of-way of the City.

u. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for and on behalf of the City for the design, construction and administration of the Project.

b. Upon execution of this Agreement, and receipt of an invoice from the State, remit **\$43,462.00**, for the City's estimated share of the State's design review fee and administration costs.

c. Upon receipt of an invoice from the State, remit **\$168,773.00**, for the City's estimated share of the design costs for the Project. Post-design services are not included in this portion of payment.

- d. Remit to the State, within 30 days of a receipt of an invoice, any additional design costs or additional costs for the State's design review fee and administration of the Project.
- e. Participate with the State in the selection of the design firm and concur with State's acceptance or rejection of the scope and fee proposal.
- f. Coordinate and participate with the State in all public meetings and notifications.
- g. Review the design plans, and other such documents and services required for the construction of the Project. Provide design review comments as appropriate to the State within the specified time provided by the State.
- h. Once the Project's final design costs have been finalized, if necessary, reimburse the State for any difference between estimated design costs and actual design costs.
- i. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary right-of-entry onto and over said rights-of-way of the City.
- j. On or after July 1, 2013 and receipt of an invoice from the State, remit **\$234,695.00** to the State, for the City's estimated cost for utility relocations.
- k. After July 1, 2013, invoice from the State (no more than monthly) for the City's right-of-way acquisition expenditures including all back-up documentation. Coordinate with the State as required, all right-of-way activities. Right-of-way acquisition is estimated at **\$1,160,000.00**, of which the City's share is estimated at **\$252,080.00**.
- l. Certify that all necessary rights-of-way have been or will be acquired prior to the start of construction. In addition, certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
- m. Participate with the State in the CMAR selection and concur with State's acceptance or rejection of the CMAR's Preconstruction Services Contract.
- n. Upon completion of negotiations for the GMP(s) and receipt of an invoice from the State, remit the City's share of the agreed upon GMP, currently estimated **\$1,548,633.00**.
- o. Be obligated to incur and pay for the City's share of any expenditure or increase in cost due to unforeseen site conditions or circumstances, or due to change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.
- p. Upon completion of construction and notification by the State that the Project has been designed and constructed in accordance with the Project Documents, attend the final inspection with the State.

q. Upon completion and final acceptance of the Project by the State, at its own expense and as an annual item in its budget, assume full responsibility for all costs to operate and maintain the Project. Provide perpetual and proper maintenance of the Project.

r. Upon completion and final acceptance of the Project by the State and at its own expense, be responsible for the electrical power and water necessary to maintain the Project.

s. Upon completion and acceptance of the Project by the State and receipt of an invoice from the State, if necessary, remit to the State within 30 days, the difference between the amount(s) paid by the City and the actual costs for construction and construction administration of the Project.

t. Not permit or allow any encroachments upon or private use of the rights-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

3. The Parties Agree:

a. The State may utilize the City's Inspectors on the Project as needed by the State's Resident Engineer, in accordance with the following:

i. All State (ADOT) policies and procedures will be applicable as coordinated with ADOT's Phoenix Construction District (the "District") and the Construction Group. The City, the District, and the Construction Group must agree on the acceptable qualifications of the proposed City personnel.

ii. The City's Engineering Director must provide ADOT's Construction Group, for pre-approval, all required and current certifications and chargeable rates (labor and equipment). The City personnel will report to ADOT's Resident Engineer and must comply with all State hardware/software computer requirements, including keeping the computer and any information in a secure location. The City personnel must also utilize the State's automated system to complete the required weekly time sheet.

iii. The City personnel assigned to the Project will remain employees of the City and will not be considered employees of the State during the term of this Agreement.

iv. The City will invoice the State no more than monthly for reimbursement. All charges must be kept current for both payment and State reporting purposes.

v. The State will make timely payments to the City upon receipt and approval of an invoice from the City.

b. That one employee from the City will be assigned to participate as a selection panel member in the selection of the design consultant(s), and the selection of the CMAR contractor for the Project. It is understood by both Parties that the City representatives are required to be trained in the ADOT selection process prior to participation.

c. To work closely together during the right-of-way and utility coordination process.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written

notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

3. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

4 The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed and as stipulated in this Agreement or as fixed and determined by FHWA. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. Volume 42, Sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and is incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

City of Peoria
 Attn: Andy Granger
 Engineering Director
 9875 N. 85th
 Peoria, Arizona 85345
 (623) 773-7212
 (623) 773-7211 Fax

For Permits – Contact

Arizona Department of Transportation
 Phoenix Maintenance District Permits Office
 2140 S. 22nd Avenue, Mail Drop PM00
 Phoenix, Arizona 85017

For Permits – Contact

City of Peoria
 Engineering Department
 9875 N. 85th
 Peoria, Arizona 85345
 (623) 773-7212

State Finance - Receivable: Contact

Arizona Department of Transportation
 Attn: Accounts Receivable
 206 S. 17th Avenue, MD 204B
 Phoenix, Arizona 85007

City Accounts Payable - Contact

Finance Department
 8401 W Monroe St
 Peoria, Arizona 85345
 (623) 773-7127

State Finance – Payable: Contact

Arizona Department of Transportation
 Attn: Accounts Payable
 206 S. 17th Avenue, MD 203B
 Phoenix, Arizona 85007

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party’s legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF PEORIA

STATE OF ARIZONA
Department of Transportation

By _____
BOB BARRETT
Mayor

By _____
BRENT CAIN, P.E.
Deputy State Engineer, Urban Operations

ATTEST:

By _____
RHONDA GERIMINSKY
City Clerk

IGA/JPA 12-003I

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PEORIA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013

City Attorney

ADOT File No.: IGA/JPA 12-004I
ADOT CAR File No.: [13-0000382 I](#)
AG Contract No.: P001 2013-000xxx
Project: Intersection Improvements
Section: 75th Avenue and Peoria Avenue
Federal Project No.: PEO-0(216)A
**ADOT Project No.: SH53603D, 03R,
03U and 03C**
TIP/STIP No.: PEO 12-111
Budget Source Item No.:
72813 Design
72814 Right-of-Way, Utility
72815 Construction

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statute § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified improvements within the City as eligible for this funding.
4. The improvements proposed in this Agreement include but are not limited to: designing and constructing a right turn lane, dual left turn lanes and a raised median on all approaches, upgrading to ADA compliant pedestrian push buttons, installing pedestrian count-down signals, optimizing signal timing, improving illumination, relocating utilities, acquiring rights-of-way, and reconstructing the traffic signals to accommodate the intersection widening and construction phasing at the intersection of 75th and Peoria Avenue, hereinafter referred to as the "Project".
5. The State shall act as the City's agent for the design, construction and administration of the Project and hire a contractor for the Construction Manager at Risk (CMAR) process in conformance with the provisions of Arizona Revised Statutes § 28-7366. This Project will follow the guidelines set forth in the ADOT Construction Manager at Risk Guide, September 2010 and follow the National Environmental Policy Act (NEPA) for all phases of the Project from design through construction of the intersection improvements.
6. The City in order to obtain federal HSIP funds for the scoping/design, utility relocations, acquisition of rights-of-way and construction of the Project, is willing to provide City funds to match federal

HSIP funds in the ratio required or as finally fixed and determined by the State and FHWA including actual construction engineering costs (CE).

7. In addition, the City is willing to provide City funds at 100 percent (100%), to be used for the elements of the Project that are not eligible for HSIP funds, including utility and CE costs.

8. The interest of the State in this Project is the acquisition of federal funds for the design, utility relocation, right-of-way acquisition, construction and administration of the Project and to authorize such federal funds for the Project pursuant to federal laws and regulations.

9. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

10. Federal funds will be used for the scoping/design, utility relocations, rights-of-way acquisition and construction elements of the Project located at the intersection of 75th and Peoria Avenue, that are eligible for HSIP funds (including the construction engineering and administration cost). The estimated Project costs are as follows: (See Exhibit A, attached hereto and made a part hereof, for breakdown of the following costs)

SH536 03D FY13 (Design Review Fee)

Federal-aid funds @ 94.3% (capped)	\$ 188,600.00
City's match @ 5.7%	\$ 11,400.00
Estimated Subtotal – Design Review Fee	\$ 200,000.00

SH536 03D FY13 (Project Assessment and Design)

Federal-aid funds @ 94.3% (capped)	\$ 587,000.00
City's match @ 5.7%	\$ 35,500.00
City's funds for elements not HSIP eligible	\$ 27,500.00
Estimated Subtotal – Design and Preconstruction Services	\$ 650,000.00

SH536 03R FY14 (Right-of-way)

Federal-aid funds @ 94.3% (capped)	\$ 622,400.00
City's match @ 5.7%	\$ 37,600.00
City's funds for elements not HSIP eligible	\$ 0.00
Estimated Subtotal – Right-of-Way	\$ 660,000.00

SH536 03U FY14 (Utilities)

Federal-aid funds @ 94.3% (capped)	\$1,056,200.00
City's match @ 5.7%	\$ 63,800.00
City's funds for elements not HSIP eligible	\$ 700,000.00
Estimated Subtotal – Utilities	\$1,820,000.00

SH536 03C FY15 (Construction)

Federal-aid funds @ 94.3% (capped)	\$3,510,200.00
City's match @ 5.7%	\$ 212,200.00
City's funds for elements not HSIP eligible	\$ 455,400.00
Estimated Subtotal – Construction (State administered)	\$4,177,800.00

Estimated Total Federal Funds	\$5,964,400.00
Estimated Total City Funds	\$1,543,400.00

Estimated TOTAL Project Cost **\$7,507,800.00**

(*Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimated Project costs. If the final Project costs are less than the initial estimate, the difference will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the federal participation of the final Project costs.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the City's agent for the design, construction and administration of the Project. *Administer the Project* in conformance with the Construction Manager at Risk (CMAR) provisions of Arizona Revised Statutes § 28-7366.

b. Upon execution of this Agreement, invoice the City **\$11,400.00** (*include JPA number and Project location on invoice*) for the City's estimated share of the State's design review fee and administration costs.

c. Upon execution of this Agreement and prior to performing or authorizing any work, invoice the City **\$63,000.00**, for the City's estimated share of the design costs for the Project. Upon receipt of the City's funds, request authorization from FHWA for the design phase of the Project. Post-design services are not included in this invoicing.

d. Invoice the City when necessary for any additional design costs or additional costs for the State's design review fee and administration of the Project.

e. Upon FHWA authorization for the design phase of the Project, advertise and administer the selection process, with the involvement of the City, for a design consultant ("Consultant") to prepare design documents for the Project.

f. Provide the City with the Project's design plans and other such documents and services required for the construction of the Project for review and comment. Incorporate the City's review comments, as appropriate.

g. Work closely with the City during the right-of-way and utility coordination.

h. On or after July 1, 2013, invoice the City **\$763,800.00**, for the City's estimated share for utility relocations.

i. Upon authorization by the FHWA and with the aid and consent of the City and FHWA, coordinate utility issues (design and relocation) and proceed to enter into utility design and relocation agreements with public and/or private utility companies.

j. Be responsible for the environmental and utility clearances in accordance with the Project schedule.

k. On or after July 1, 2013 and within 30 days of receipt of an invoice from the City (no more than monthly), reimburse the City for the City's right-of-way acquisition expenditures. Coordinate with the

City as required, with all right-of-way activities. Right-of-way acquisition is estimated at **\$660,000.00** of which the City's share is estimated at **\$37,000.00**.

l. Upon completion of the 30% design and receipt of authorization by the FHWA and with the aid and consent of the City and FHWA, proceed to advertise and administer the selection process for the retention of CMAR preconstruction services.

m. Once the Project's final design costs have been finalized, invoice or reimburse the City for the difference between said estimated costs and actual design costs.

n. Upon completion of negotiations for the Guaranteed Maximum Price (GMP(s)), to construct the Project, invoice the City for the City's share of the agreed upon GMP and post-design services, currently estimated at **\$667,600.00**. Upon receipt of the City's consent and receipt of said funds, request authorization by FHWA for the construction phase of the Project.

o. Enter into contract(s) for construction, or advertise for bids if GMP(s) negotiations fail. Administer construction of the Project and make all payments to the contractor.

p. Coordinate with the City and provide Public Information Services as necessary and appropriate for the Project.

q. Upon completion of the Project, notify the City and coordinate the final inspection. The State will accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project plans/documents and that the Project has been satisfactorily completed.

r. Upon completion and acceptance of the Project by the State, provide the City with a recapitulation of the actual Project costs, along with an invoice or reimbursement for the difference between the amount(s) paid by the City and the actual costs of the Project, which includes post design services.

s. Upon the State's acceptance of the Project with the contractor, turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the Project within 90 days of final acceptance.

t. Hereby be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary right-of-entry onto and over said rights-of-way of the City.

u. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for and on behalf of the City for the design, construction and administration of the Project.

b. Upon execution of this Agreement, and receipt of an invoice from the State, remit **\$11,400.00**, for the City's estimated share of the State's design review fee and administration costs.

c. Upon receipt of an invoice from the State, remit **\$63,000.00**, for the City's estimated share of the design costs for the Project. Post-design services are not included in this portion of payment.

- d. Remit to the State, within 30 days of a receipt of an invoice, any additional design costs or additional costs for the State's design review fee and administration of the Project.
- e. Participate with the State in the selection of the design firm and concur with State's acceptance or rejection of the scope and fee proposal.
- f. Coordinate and participate with the State in all public meetings and notifications.
- g. Review the design plans, and other such documents and services required for the construction of the Project. Provide design review comments as appropriate to the State within the specified time provided by the State.
- h. Once the Project's final design costs have been finalized, if necessary, reimburse the State for any difference between estimated design costs and actual design costs.
- i. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary right-of-entry onto and over said rights-of-way of the City.
- j. On or after July 1, 2013 and receipt of an invoice from the State, remit **\$763,800.00** to the State, for the City's estimated cost for utility relocations.
- k. After July 1, 2013, invoice from the State (no more than monthly) for the City's right-of-way acquisition expenditures including all back-up documentation. Coordinate with the State as required, all right-of-way activities. Right-of-way acquisition is estimated at **\$660,000.00**, of which the City's share is estimated at **\$37,000.00**.
- l. Certify that all necessary rights-of-way have been or will be acquired prior to the start of construction. In addition, certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
- m. Participate with the State in the CMAR selection and concur with State's acceptance or rejection of the CMAR's Preconstruction Services Contract.
- n. Upon completion of negotiations for the GMP(s) and receipt of an invoice from the State, remit the City's share of the agreed upon GMP, currently estimated **\$667,600.00**.
- o. Be obligated to incur and pay for the City's share of any expenditure or increase in cost due to unforeseen site conditions or circumstances, or due to change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.
- p. Upon completion of construction and notification by the State that the Project has been designed and constructed in accordance with the Project Documents, attend the final inspection with the State.

q. Upon completion and final acceptance of the Project by the State, at its own expense and as an annual item in its budget, assume full responsibility for all costs to operate and maintain the Project. Provide perpetual and proper maintenance of the Project.

r. Upon completion and final acceptance of the Project by the State and at its own expense, be responsible for the electrical power and water necessary to maintain the Project.

s. Upon completion and acceptance of the Project by the State and receipt of an invoice from the State, if necessary, remit to the State within 30 days, the difference between the amount(s) paid by the City and the actual costs for construction and construction administration of the Project.

t. Not permit or allow any encroachments upon or private use of the rights-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

3. The Parties Agree:

a. The State may utilize the City's Inspectors on the Project as needed by the State's Resident Engineer, in accordance with the following:

i. All State (ADOT) policies and procedures will be applicable as coordinated with ADOT's Phoenix Construction District (the "District") and the Construction Group. The City, the District, and the Construction Group must agree on the acceptable qualifications of the proposed City personnel.

ii. The City's Engineering Director must provide ADOT's Construction Group, for pre-approval, all required and current certifications and chargeable rates (labor and equipment). The City personnel will report to ADOT's Resident Engineer and must comply with all State hardware/software computer requirements, including keeping the computer and any information in a secure location. The City personnel must also utilize the State's automated system to complete the required weekly time sheet.

iii. The City personnel assigned to the Project will remain employees of the City and will not be considered employees of the State during the term of this Agreement.

iv. The City will invoice the State no more than monthly for reimbursement. All charges must be kept current for both payment and State reporting purposes.

v. The State will make timely payments to the City upon receipt and approval of an invoice from the City.

b. That one employee from the City will be assigned to participate as a selection panel member in the selection of the design consultant(s), and the selection of the CMAR contractor for the Project. It is understood by both Parties the City representatives are required to be trained in the ADOT selection process prior to participation.

c. To work closely together during the right-of-way and utility coordination process.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written

notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

3. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

4 The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed and as stipulated in this Agreement or as fixed and determined by FHWA. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement may be cancelled in accordance with Arizona Revised Statute § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. Volume 42, Sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and is incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statute § 12-1518.

12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed below as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Peoria
Attn: Engineering Director
9875 N. 85th
Peoria, Arizona 85345
(623) 773-7212
(623) 773-7211 Fax

For Permits – Contact

Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S. 22nd Avenue, Mail Drop PM00
Phoenix, Arizona 85017

For Permits – Contact

City of Peoria
Engineering Department
9875 N. 85th
Peoria, Arizona 85345
(623) 773-7212

State Finance - Receivable: Contact

Arizona Department of Transportation
Attn: Accounts Receivable
206 S. 17th Avenue, MD 204B
Phoenix, AZ 85007

City Accounts Payable - Contact

Finance Department
Chief Financial Officer/Finance Director
8401 W Monroe St
Peoria, AZ 85345
(623) 773-7127

State Finance – Payable: Contact

Arizona Department of Transportation
Attn: Accounts Payable
206 S. 17th Avenue, MD 203B
Phoenix, AZ 85007

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15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statute § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party’s legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF PEORIA

STATE OF ARIZONA
Department of Transportation

By _____
BOB BARRETT
Mayor

By _____
BRENT CAIN, P.E.
Deputy State Engineer, Urban Operations

ATTEST:

By _____
RHONDA GERIMINSKY
City Clerk

IGA/JPA 12-004I

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PEORIA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

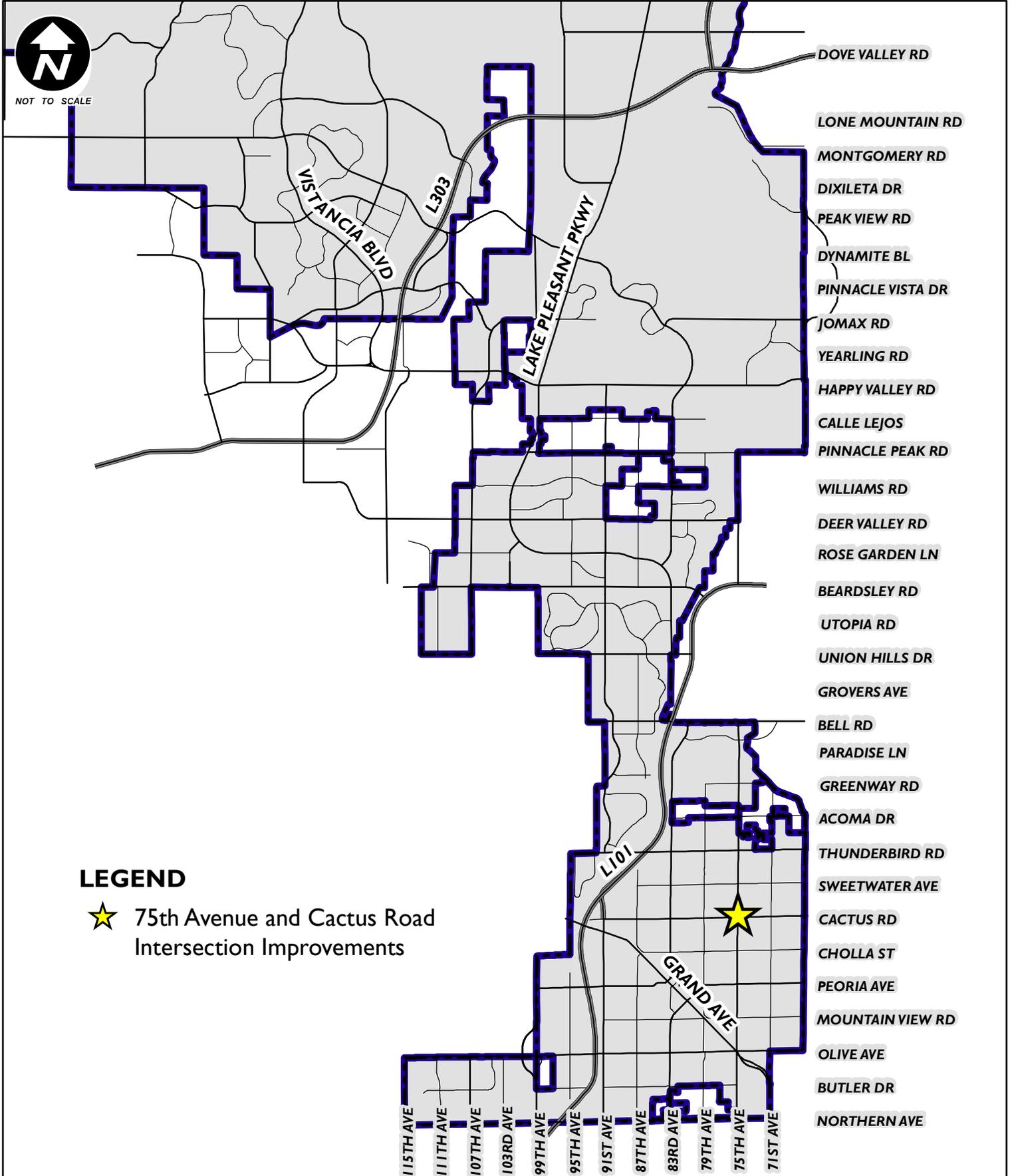
No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013

City Attorney



NOT TO SCALE



LEGEND

- ★ 75th Avenue and Cactus Road Intersection Improvements

- 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

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: April 3, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Bobby Ruiz, Fire Chief 
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: MOU with Sun City Fire District – Mass Casualty Supplies

Purpose:

To approve the MOU that would transfer one Mass Casualty Module (Module) to the Sun City Fire District for maintenance and system wide deployment.

Background/Summary:

The Peoria Fire Department was given a Mass Casualty Module through the Glendale Fire Department's Metropolitan Medical Response System (MMRS) Grant funding. This is the 3rd Mass Casualty Module in control of the Peoria Fire Department. Since receiving the module, it has been warehoused as a back up module, with two other modules being ready for rapid deployment.

The Sun City Fire District has the funding to maintain and provide a trailer for this module and has agreed to rapid deployment system-wide.

Previous Actions:

None

Options:

- A:** Agree to the MOU allowing Sun City Fire District to maintain and deploy the module.
- B:** Not agree to the MOU and the Module remains warehoused in Peoria with no means of deployment.

Staff's Recommendation:

Agree to the MOU. The transfer of control and maintenance of the Module will better benefit the first response system and bring additional resources to a Mass casualty event.

Fiscal Analysis:

The module was purchased by grant funds at no cost to the City of Peoria. The module costs approximately \$2000.00 a year to maintain. Future maintenance cost will be the responsibility of the Sun City Fire District.

Narrative:

See Background/Summary

Exhibit(s):

MOU attached

Contact Name and Number:

Bobby Ruiz, Fire Chief (623) 773- 7380

MEMORANDUM OF UNDERSTANDING

Peoria and Glendale have collaborated to create a West Valley Metropolitan Medical Response System (MMRS) Mass Casualty Response program consisting of a deployable cache of medical equipment and mass decontamination equipment (hereafter the "Equipment"). The program was developed to assist each City in providing large scale medical and hazardous materials response capability within the local region, as well as statewide. A goal of this program is to update and purchase a cache of medical equipment and supplies specific to responding to a mass casualty event. The Sun City Fire District has agreed to participate in this program and wishes to accept one Medical Mass Casualty Module from the City of Peoria. The Sun City Fire District will then be responsible for any deployment, both regional and statewide, as well as for the upkeep of and equipment replacement for this Mass Casualty Module.

The City of Peoria ("Peoria") received Mass Casualty Modules, purchased with regional MMRS grant funds. Peoria currently has three Mass Casualty Modules and wishes to provide one of the modules to the Sun City Fire District to further enhance regional deployment capability. The Sun City Fire District wishes to accept this "Mass Casualty Module" or "MCM," as hereinafter used in this Agreement.

The parties understand that this is the entire agreement pertaining to the MCM/Equipment, and that once the Mass Casualty Module is delivered to the Sun City Fire District, then that District will be responsible for the MCM equipment received from that point forward. Acceptance of the MCM equipment by the Sun City Fire District shall be deemed to occur immediately upon the delivery of the equipment to the district.

The City of Peoria and the Sun City Fire District mutually agree:

Equipment.

Responsibility for and Use of Equipment. Attached is a list of equipment constituting the MCM received by Peoria from Glendale which Glendale obtained through a grant program with the federal government. The MCM will be transferred to the care, custody and control of the Sun City Fire District for the exclusive use of the Sun City Fire District. The City of Peoria will maintain no control over the MCM, and once delivered to the Sun City Fire District, any responsibility for the MCM is solely that of the Sun City Fire District. The Sun City Fire District agrees to be responsible for the maintenance and upkeep of the MCM, which includes responsibility for any and all costs associated with repairs to or replacement of the MCM's equipment components. The Sun City Fire District acknowledges and agrees that the City of Peoria shall not be responsible for any maintenance or replacement of, or repairs to, the MCM nor will the Sun City Fire District seek reimbursement for any related costs from the City of Peoria.

The use of the MCM shall be in accordance with the terms and conditions of the Regional MMRS System. The Sun City Fire District agrees to deploy and maintain the MCM equipment in accordance with the Regional MMRS System response plan. The City of Glendale is the

designated west side regional MMRS City pursuant to the grant and the Sun City Fire District agrees to function as an unfunded support entity of and for the Glendale MMRS system.

Equipment Inspection. The Sun City Fire District agrees to make the MCM equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of Homeland Security. The parties agree and understand that the City of Peoria will not retake possession of the MCM equipment for any said monitoring and auditing nor will the City of Peoria or any of its employees, agents, departments or any other representative of the City of Peoria be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the MCM equipment transferred to the Sun City Fire District.

Disposition of Equipment. Should the Sun City Fire District determine that it no longer needs the MCM equipment or wants to discontinue use of said equipment, the Sun City Fire District shall notify both the City of Peoria and the City of Glendale MMRS system so that the MCM equipment may be properly accounted for.

Notice to Peoria. The Sun City Fire District recognizes that the City of Peoria Fire Department is keeping a master list of the MCM equipment distributed pursuant to this MOU solely for tracking purposes. The Sun City Fire District agrees to notify the City of Peoria Fire Department of any theft, destruction or loss of the MCM equipment.

There shall be no payment by the Sun City Fire District for the MCM transferred and accepted by the Sun City Fire District pursuant to this agreement.

Indemnification.

Indemnification. The Sun City Fire District shall indemnify, defend, save and hold harmless Peoria, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the use of, the MCM equipment transferred hereunder. This would include any claims related to the failure of that equipment to perform properly.

Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

Warranties and/or Guarantees

The parties understand that the City of Peoria has not, will not, and is not required to, perform any independent testing of the MCM equipment provided to the Sun City Fire District under the terms of this MOU and the City of Peoria in no way provides any warranties or guarantees as to the MCM equipment provided herein, including but not limited to warranties of merchantability or fitness for a particular purpose. Any warranties or guarantees that may attach to said MCM equipment are limited **solely** to those warranties or guarantees, if any, provided by the manufacturer of the MCM equipment.

Interpretation of Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.

Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.

Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the party to be bound thereby.

Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.

Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent, those provisions of the Agreement are deemed severed by the parties. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision that endeavors to capture the intention of the parties as to the provision that is severed.

Conflict of Interest. This Agreement is subject to termination without penalty pursuant to A.R.S. §38-511 for a conflict of interest by a party involved in the negotiation of this Agreement

Authority. Peoria and the Sun City Fire District each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement. Peoria is authorized

pursuant to Article I, Section 3 of its City Charter to enter into this Agreement. Sun City Fire District is authorized to enter into this Agreement pursuant to A.R.S. §48-805.A.17

Notices. Any notice, consent or other communication or modification ("Notice") required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

If to Sun City Fire District: Fire Chief
Sun City Fire District
18602 N. 99th Avenue
Sun City, AZ 85373

If to Peoria Fire Department: Fire Chief
City of Peoria
8401 W. Monroe
Peoria, AZ 85345

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

CITY OF PEORIA, a
municipal corporation

SUN CITY FIRE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: City Manager

Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk

Date:

APPROVED AS TO FORM

Date: _____

City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: April 4, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Bobby Ruiz, Fire Chief 
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Draeger SCBA – Single Source Vendor

Purpose:

To seek approval from Mayor and Council to proceed with the purchase of communication devices for the Fire Department's Draeger Self Contained Breathing Apparatus (SCBA's) from a Single Source Vendor, instead of the Phoenix Contract we originally purchased the Draeger equipment from.

Background/Summary:

We purchased our current Draeger SCBA's in 2009, using an existing contract that the City of Phoenix had available with Draeger Corp., with the promise from the manufacturer that compatible Communication Equipment was being developed and would be available shortly after our initial purchase.

The City of Peoria was awarded a 2008 Federal Assistance to Firefighters Grant (EMW-2008-FO-06881) for the amount of \$515,608 to purchase the Draeger SCBA's. An additional amount was contributed by the City of Peoria towards the purchase in the amount of \$422,499. Of that amount \$130,583 was set-aside in the CIP (1000-310-530023) for the purchase of the communication equipment when it became available.

Acceptable Communication Equipment is only now available, but unfortunately the City of Phoenix no longer uses the Draeger SCBA's. Subsequently the Peoria Fire Department no longer has their (City of Phoenix) contract to use for the purchase, causing us to seek permission from Mayor and Council to purchase through a Single Source vendor, L.N. Curtis, an authorized Fire Service Products from Draeger Corp., located in Phoenix.

We are currently in a situation where a Single Source acquisition for the desired Communication Equipment is our only option. We are unable to purchase directly through Draeger Corp. for these components, and no Draeger components are available on the GSA contract.

Draeger

Previous Actions:

None

Options:

- A: Approve the purchase of the Draeger SCBA Communication Equipment as outlined in the CIP Plan for FY'13.
- B: Do not approve the purchase of the Draeger SCBA Communication Equipment.

Staff's Recommendation:

Move forward with the purchase of the Draeger SCBA Communication Equipment with the monies available in the current CIP Account.

Fiscal Analysis:

The \$130,583 currently set aside in CIP for the SCBA Communication Equipment can be used for the purchase through a Single Source Vendor, or the funds can be transferred back to the General Fund.

Narrative:

The Peoria Fire Department has been working with the Draeger Corp. for the last few years to develop an integrated communication device that works effectively for our firefighters in emergency situations. This new technology includes an SCBA mask mounted microphone that is connected directly to the firefighters 800 MHz portable radio that they carry in all emergency situations.

This improved ability to communicate will provide an even greater level of safety due to the increased clarity in the voice transmissions between firefighters in emergency situations, and chief officers commanding the incident.

Exhibit(s):

Hard copies of a PowerPoint presentation.

Contact Name and Number:

Bobby Ruiz, Fire Chief
X7380



REQUEST FOR SINGLE SOURCE

MATERIALS MANAGEMENT

Procurement
8314 W Cinnabar Avenue
Peoria, Arizona 85345-6560

Return to: Materials Management

Telephone: (623) 773-7115
Fax: (623) 773-7118

Date: 3-12-13

From: DC STACY IRVINE

Single Source Request for the Purchase of: DRAEGER SCBA COMMUNICATION DEVICES

Requested Supplier: L. N. CURTIS

Supplier's Address: 4647 S. 33RD ST

PHOENIX, AZ. 85040

Contact: JIM EDER 1-800-922-5518 x516

Phone: _____

Fax: _____

Funding Source: 1000-310-530023

Est. Expenditure: \$ 130,583

Statement of Need:

The department's recommendation for single source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I am aware of no conflict of interest or compromising action. Personal familiarity with particular brands, types of equipment, materials or firms has not influenced the request to single source this purchase. Refer to the attached single source justification as prepared by our department and to the attached review of available products/services.

Signature of Requesting Division Manager

3-12-13
Date

Approval of Department Director

3-26-13
Date

Materials Management Comments:

Materials Management Approvals:

Materials Management Supervisor

3-26-13
Date

City Manager, Carl Swenson

3-26-13
Date

Single Sourcing:

All Single Source requests shall contain the following information:

1. Full explanation of the product or service required.
2. A full explanation of the existence of a single source condition which explains the rationale for noncompetitive procurement.
3. A detailed summary of efforts made to locate other potential sources, methods to locate them, and the reasons for selection or rejection of each potential source.

Examples of a single source procurement would be:

1. Immediate or past experience with a supplier which could impact price or quality.
2. Critical delivery schedule.
3. Current contractual involvement.

Please note, a single source procurement is not a vehicle to circumvent competition in the market place nor should it be used as a result of poor planning, a desire to not write specifications, or end of year budget expiration. Single Source procurement should be utilized with extreme caution to avoid problems such as failure to recognize the true market value of the product or service, motivation of the supplier to perform quality work, lack of backup supplier in the event of nonperformance, and lack of negotiation leverage. The positives should outweigh the negatives.

Please submit single source request in advance to allow sufficient time for review and negotiation of a contract (if needed).

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: March 26, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager

FROM: Bobbie Kimelton, Human Resources Manager
Nancy Fantasia, Benefits Administrator

THROUGH: Julie Ayers, Human Resources Director

SUBJECT: Amendment and Restated Trust Agreements to the Employee Benefits Trust
and Workers Compensation Trust Documents

Purpose:

To amend and restate the Trust Agreements for the Employee Benefits Trust and the Workers' Compensation Trusts Documents in order to accurately reflect how the Trusts operate including the roles and responsibilities of the Board of Trustees.

Background/Summary:

In 1985, the City of Peoria authorized the establishment of a self-insured retention program to fund and administer direct payment of benefits, losses and claims. Subsequently this trust was never utilized and the city maintained fully insured programs until 2009, when approval was given to establish a self-insured workers' compensation trust. In 2010, a self-insured benefits trust was established. Based on federal and state law, the amended and restated trust documents reflect the actual operation of the workers' compensation trust and the employee benefits trust.

Previous Actions: None

Options:

Approve the First Amended and Restated Trust Agreement for the Employee Benefits Trust and Workers' Compensation Trust.

Staff's Recommendation:

Approve the First Amended and Restated Trust Agreement for the Employee Benefits Trust and Workers' Compensation Trust, as presented.

Fiscal Analysis: N/A

Narrative: None

Exhibit(s):

1. Workers' Compensation Trust – First Amended and Restated Trust Agreement
2. Employee Benefits Trust – First Amended and Restated Trust Agreement

Contact Name and Number: Julie Ayers, Human Resources Director 623-773-7580

EMPLOYEE BENEFITS TRUST

First Amended and Restated Trust Agreement

RECITALS

WHEREAS, the City of Peoria, Arizona (“Peoria”) currently provides certain welfare benefits for certain of its employees, elected officials, and their beneficiaries;

WHEREAS, Arizona law permits Peoria to establish a self-insurance program for the management and administration of health benefits;

WHEREAS, Arizona law requires that the funding for such self-insurance program be deposited in a trust;

WHEREAS, Peoria has established such a self-insurance program;

WHEREAS, Peoria intends the trust established by this document (this “Trust Document”) to satisfy the requirements of Section 11-981 of the Arizona Statutes;

WHEREAS, Peoria intends the trust established by this Trust Document to be exempt from taxation pursuant to Section 115 of the Internal Revenue Code; and

WHEREAS, Peoria wishes trustees to hold and administer the Funds (defined below), in trust, pursuant to the terms of this Trust Document;

NOW, THEREFORE, in consideration of the foregoing Peoria establishes the following Trust:

ARTICLE I DEFINITIONS

“Account” means the bank or investment account(s) established by the Board to hold some or all of the Funds.

“Beneficiary” means a person designated by a Participant who is or may become entitled to a benefit under the Plan.

“Peoria” means the City of Peoria, Arizona.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Peoria City Council.

“Employee” means an individual that Peoria classifies and treats as an employee (not as an independent contractor) for payroll purposes, regardless of whether the individual is subsequently reclassified as an employee of Peoria in a court order, in a settlement of an administrative or judicial proceeding, or in a determination by the Internal Revenue Service, the Department of the Treasury, or the Department of Labor.

“Funds” means the assets of the Trust, in whatever form or location.

“Governmental Trust” means a trust that is exempt from taxation pursuant to Section 115 of the Internal Revenue Code.

“CFO/Finance Director” means the individual or entity engaged by the Council to select, manage, and invest Peoria’s funds. The investment decisions shall be subject to the investment guidelines established by Peoria’s CFO/Finance Director.

“Participant” means an Employee, or Peoria elected official who is eligible to participate and is participating in the Plan.

“Plan” means the specified group insurance which is procured for providing self-insured and/or insurance coverage for health and welfare benefits to Participants and Beneficiaries.

“Plan Administrator” means the individual or entity appointed by the City Manager as the Plan Administrator in the Plan.

“Plan Document” means the document containing the program of certain self-funded and/or insured health and welfare benefits, including but not limited to, eligibility and participation requirements, procedures for claim appeals, definitions, and other processes and procedures necessary to properly administer the health and welfare benefits program of the City.

“Plan Year” means the fiscal year of the Plan.

“Premium Holiday” means the Trust waives the total premium (the amount established by the Trustees pursuant to Section 5.01(a)) for a designated period of time.

“Premium Subsidy” means the Trust waives a percentage of the total premium (the amount established by the Trustees pursuant to Section 5.01(a)) for a designated period of time.

“Reserve” means the amount needed to pay Plan claims that are incurred but not reported and also Plan claims that are incurred but not paid. Such amount shall be as attested to by an actuary who has been engaged to provide services to the Trust and as approved by the Trustees.

“Trust” means the legal entity established pursuant to this Trust Document.

“Trustees” means the Trustees described in this Trust Document.

ARTICLE II ESTABLISHMENT OF TRUST

Section 2.01. Establishment. Peoria hereby establishes the Trust, consisting of such monies as City of Peoria may deposit from time to time in the Account; plus all other money or assets as shall lawfully become a part of the Trust; plus all the earnings, income, gains, appreciation and all other increments of any nature from the foregoing; and less payments made pursuant to this Trust Document. The Trust shall become effective only upon the determination of Peoria's City Attorney that this document is in proper form and is within the power and authority of the Council, and upon the approval of the Council.

Section 2.02. Name. The Trust shall be known as the Employee Benefit Trust.

Section 2.03. Purpose.

(a) The Funds shall be held, invested, reinvested, and administered by the Trustees in accordance with the terms of the Plan and the terms of this Trust Document, solely in the interest of Participants and Beneficiaries and for the purpose of providing benefits to the Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan and the Trust.

(b) The purpose of the Trust is to fund health, welfare and related benefit programs by the City in accordance with the provisions of Arizona law and to authorize the management, funding and administration of the fund for direct payment of benefits, losses, claims, or any combination of insurance direct payments for the benefit of Participants and Beneficiaries, in accordance with the Plan.

(c) The successful operation and administration of the trust requires communication and cooperation among the Trustees, the City Council, City Management, City Staff, employees, employee associations and other designated third parties. Decisions made by the Trustees with regard to operation and administration of the trust should take into account input from designated stakeholders.

ARTICLE III ORGANIZATION AND OPERATION OF TRUSTEES

Section 3.01. Appointment. The City Council Sub Committee on Boards and Commissions shall nominate individuals to serve as Trustees overseeing the management and administration of the Trust. The Council Sub Committee shall consider and may appoint any individual so recommended, *provided that* the number and identity of the appointed Trustees shall conform to the requirements of this Article. Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee agrees to hold and administer the Funds, in trust, pursuant to the terms of this Trust Document.

Section 3.02. Number and Identity. There shall be five Trustees. No Trustee may be a member of the Council, and no more than one Trustee may be an employee of Peoria. No former member of the Council or former employee shall be a Trustee for a period of three years following the end of their employment of term of office. With the exception of the employee Trustee, if any, a Trustee shall have expertise in the field of finance, employee benefits, health care, human resources and/or risk management and reside in Maricopa County.

Section 3.03. Bonding. All Trustees shall be bonded in an amount to be approved by the City Manager. This requirement may be satisfied by a blanket performance bond or other coverage provided by Peoria.

Section 3.04. Officers. At the commencement of each Plan Year, the Trustees shall elect a Chairperson and a Secretary from among themselves. The Chairperson shall preside over the work of the Trustees pursuant to this Trust Document. The Secretary shall preside in the Chairperson's absence. The Secretary shall cause to be maintained accurate records of all actions of the Trustees, including minutes from all Trustees' meetings. A copy of the minutes shall be retained as a record of the Trust's activities.

Section 3.05. Term. Each Trustee shall serve a four-year term, unless terminated as described in this Article. Notwithstanding the foregoing, the initial terms for the first five Trustees shall be as follows: one Trustee to serve an initial term of one year; one Trustee to serve an initial term of two years; one Trustee to service an initial term of three years and two Trustees to serve a term of four years. The Council shall determine which of the first five Trustees shall serve the one-year, two-year, three-year terms and four year terms.

Section 3.06. Termination. The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal; failure to attend three consecutive meetings; or, for a Trustee who is an employee of Peoria, the termination of such employment.

Section 3.07. Resignation of a Trustee. A Trustee may resign by giving 60 days' prior written notice to the Chairperson. The Chairperson may exercise discretion to waive or reduce the 60-day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts appointment prior to the stated effective date, in which case the date of acceptance shall constitute the effective date of the resignation. Upon the effective date of the resignation, the resigning Trustee shall be discharged from any further duty or responsibility under the Trust, and the resigning Trustee shall deliver to the Chairperson (or to the Secretary, if the Chairperson is resigning) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.08. Removal of a Trustee. The Council may remove any Trustee for cause at any time by written notice thereof delivered to the Trustee. Upon the effective date of the removal, the removed Trustee shall be discharged from any further duty or responsibility under the Trust, and the removed Trustee shall deliver to the Chairperson (or to the Secretary, if the Chairperson is being removed) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.09. Meetings. The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan and the Trust at such location as may be acceptable to the Trustees, but no less than four times per Plan Year. In calling, providing notice of, and holding meetings, the Trustees shall conform to applicable law.

Section 3.10. Quorum. A quorum shall consist of three Trustees.

Section 3.11. Voting. Each Trustee shall have one vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the number of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

Section 3.12. Exculpation and Indemnification of the Trustees.

(a) **Reliance.** A Trustee may act or rely upon any of the following:

(i) Any instrument, application, notice, request, signed letter, telegram or other paper or document believed to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or

(ii) The advice, opinion, records, reports or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.

(b) **Exculpation of Trustees.** No Trustee shall incur any liability individually or on behalf of other individuals for any action or omission, unless such action or omission is due to the Trustee's own gross negligence, criminal conduct, willful misconduct, or lack of good faith.

(c) ***Indemnification of Trustees.*** The Trustees shall cause any person who is or has served as a Trustee to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on him in connection with any claim, suit, action or proceeding concerning the Trust or his acts or omissions as a Trustee, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such acts or omissions constitute gross negligence, criminal conduct, willful misconduct or lack of good faith. Any indemnification provided herein shall be limited to amounts not collected pursuant to valid and enforceable liability insurance policies.

(d) ***Indemnification of Others.*** To the extent permitted by law, the Trustees, in their discretion, may also cause the Trust to indemnify any person who is rendering services to the Trust or Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or Trust or the acts or omissions of such a person, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such act or omission constitutes gross negligence, criminal conduct, willful misconduct or lack of good faith.

(e) ***Limitation on Indemnification.*** Notwithstanding the foregoing, no indemnification shall be provided unless and until:

(i) It is adjudicated that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith; or

(ii) The Trust receives a written opinion from Legal counsel for the Trust that any such adjudication would have determined that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith.

Section 3.13. Compensation of Individual Trustees. An individual Trustee shall not be paid any compensation or reimbursement from the Trust for services provided to the Trust.

Section 3.14. Conflicts of Interest. Each Trustee shall comply with applicable state and federal law concerning conflicts of interest.

Section 3.15. Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust or both to the extent such is permitted by law.

ARTICLE IV RESPONSIBILITIES AND POWERS OF THE TRUSTEES

Section 4.01. In General. The Trustees will establish necessary policies, rules and procedures to enable the Trust to do all lawful acts and things which are permitted by statute and by this Declaration of Trust. The Trustees may without limitation do all of the following:

(a) Adopt policies, rules and procedures for the administration of the Trust; provided, however, that these policies, rules and procedures may not be inconsistent with the provisions of this Declaration of Trust or applicable city, state and federal law and regulations.

(b) Authorize the Plan Administrator or designee on behalf of the Trust to retain the services of actuaries, auditors, engineers, private consultants, administrators and advisors as the Trustees consider necessary in order to carry out the business and purposes of the Trust. The Trustees may seek private outside legal council when legal advice is considered necessary. For routine matters associated with administration of the trust, the Trustees may utilize the City Attorney or legal council designated to serve in his or her place.

(c) Recommend modifications of the terms and conditions of this Trust document to the City Council.

(d) Authorize the Plan Administrator or designee to administer the day to day affairs of this Trust.

(e) Maintain minutes of their meetings.

(f) Delineate in the written minutes of its meetings the areas of authority it delegates to the Plan Administrator or designee.

(g) The Trustees will, through the City CFO/Finance Director and in accordance with the reasonably prudent investment standard for Trustees, provide for the investment of Trust monies in a manner consistent with the provisions of A.R.S. § 35-321 *et seq.*

Section 4.02. Statutory Requirements.

(a) ***Risk Management Consultant or Insurance Administrator.*** Prior to paying Plan expenses on a self-insured basis, the Trustees shall confirm that the City Manager has designated a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2 of the Arizona Statutes, and the Trustees shall further confirm that such license was verified by the Council prior to such designation.

(b) ***Auditor.*** The Council shall engage an external auditor to perform an annual audit of the Trust. Each audit report shall be kept on file for five years with the City Clerk. The Trustees shall work and cooperate with such auditor.

(c) **Stop-Loss.** Prior to paying any Plan claims on a self-insured basis, the Trustees shall procure stop-loss insurance for the Trust from an insurer authorized to do business in Arizona.

Section 4.03 Management. The Trustees shall have the power to manage the Trust, including the acquisition and disposition of property that is in or part of the Trust, as follows:

(a) **General Authority.** The Trustees shall have authority and responsibility with respect to the custody and management of the Trust, except to the extent any such authority has been assigned elsewhere by this Trust Document or has been delegated by the Trustees pursuant to this Trust Document.

(b) **Separate Account; Delegation of Custody.** The Trustees have the exclusive responsibility and authority to maintain the Funds in Trust. The Trustees shall maintain the Funds at a financial institution approved by the City.

(c) **Contributions and Distributions.** The Trustees have the authority and responsibility to determine the required contributions and make appropriate distributions from the Trust.

(d) **Required Reserves.** The Trustees have the authority and responsibility to determine the appropriate amount of Funds that the Trust should hold as Required Reserves based on accepted actuarial standards and consistent with accounting principals generally accepted in the United States.

(e) **Premium Holidays** No Premium Holiday shall be permitted unless it is approved by the Trustees. The use of Funds for a Premium Holiday is subject to the following limitations:

(i) **Premium Holiday.** The Trustees may determine that Funds in excess of the Required Reserve be used to pay for a Premium Holiday. The Trustees shall not approve a Premium Holiday, if the use of Funds for the Premium Holiday would cause the total Funds to fall below the level of the Required Reserves.

(f) **Plan Claims.** The Trustees shall delegate this authority and responsibility to a third party, *provided that* such delegation must be in writing and accepted by the third party.

(g) ***Service Providers.***

(i) ***For the Trust.*** The Trustees have the authority to request that appropriate Peoria staff provide services to the Trust. In addition, the Trustees have the authority to engage suitable third parties to provide services for the Trust such as external auditor for the Trust; to select an agent/broker consultant, third party administrator for claims administration, bill review, specific and aggregate coverage, actuarial services and other services determined necessary for the operation and administration of the trust.

(ii) ***Payment.*** The Trustees have the authority to pay reasonable compensation and expenses for any parties engaged to provide services for the Trust as set forth above.

(iii) ***Compliance.*** All engagements and payments pursuant to this Section shall comply with applicable procurement laws, policies, and procedures.

(h) ***Accounts, Books, and Records.*** The Trustees have the authority and responsibility to keep full and accurate accounts, books, and records concerning the Fund. All such accounts, books, and records shall be open to inspection in accordance with applicable law.

(i) ***Valuation.*** The Trustees shall cause the Fund to be valued no less than annually and shall forward notice of such value to City Council and the Plan Administrator.

(ii) ***Accounting.*** Within a reasonable time after the end of each Plan Year, the Trustees shall provide the Plan Administrator an accounting of the administration of the Trust since the previous accounting. The accounting shall include all transactions of the Trust during the relevant period, as well as all property in the Trust and its fair market value at the end of the relevant period.

(i) ***Legal.*** The Trustees have the authority to prosecute or defend actions, claims, or proceedings necessary or advisable for the protection of the Trust.

Section 4.03. Responsibilities Not Assigned to the Trustees. The Trustees shall have no authority or responsibility for:

- (a) Terminating the Plan; or
- (b) Determining what portion of Plan premiums should be paid by Participants and Beneficiaries; or
- (c) Collecting premiums from Participants or Beneficiaries.

Authority and responsibility for the foregoing items in this Section are assigned to the Council.

ARTICLE V CONTRIBUTIONS TO AND DISTRIBUTIONS FROM THE TRUST

Section 5.01. Contributions

(a) *Premiums.*

(i) *Amount.* The Trustees shall determine the total premium that shall be required to participate in the Plan at each coverage level (e.g., individual coverage, family coverage). In determining premiums, the Trustees shall consult with the insurance consultant, Plan Administrator, Budget Director and/or CFO/Finance Director to assist the Trust and shall also consult with an actuary familiar with the Trust and the Plan. In determining the total premium, the Trustees may consider all reasonable factors, including but not limited to the amount of reserves in the Trust, the claims experience of the Plan and Trust, market conditions, cost trends and plan design. The Trustees shall determine the total premium no less frequently than annually, but the Trustees have the authority to increase premiums more frequently if reasonably necessary to protect the financial stability of the Trust.

(ii) *Administration.* At its discretion, the Trustees may establish a contribution schedule, adopting a funding policy, or using any similar mechanism to arrange for the orderly contribution of funds to the Trust. Peoria shall forward the premiums to the Trust no less frequently than monthly, in accordance with the arrangement adopted by the Trustees. Upon the Trustees' knowledge that Peoria is delinquent in its contributions, the Trustees shall promptly provide written notice of the delinquency to the Council, the City Manager, and the City Attorney.

(iii) *Payment by Participants and Beneficiaries.* The Council may determine that a portion of the premium should be paid by Participants and Beneficiaries. In such event, the Council shall be responsible for collecting such portion from Participants and Beneficiaries and forwarding those monies to the Trust for deposit. In the event that a Participant or Beneficiary fails to pay the appropriate portion of his or her premium, the Council shall ensure that the total premium shall nevertheless be paid to the Trust. The City shall be responsible for recovering such delinquent amounts from Participants or Beneficiaries.

(b) *Other Funding.* The Trustees may permit the Trust to receive additional funding, including but not limited to any one or more of the following: interest, dividends, rebates, gifts, grants, special taxes levied to satisfy judgments, recovery from insurers, subrogation, performance guarantees, or reimbursement.

Section 5.02. Distributions. Distributions from the Trust may be made for any of the following:

(a) Paying for or providing benefits to Participants or Beneficiaries, in accordance with the terms, provisions and conditions of the Plan, as determined and directed by the Plan Administrator; except upon final appeal, the Trustees shall have no obligation to evaluate whether the Plan Administrator's directions are correct.

(b) Paying all reasonable expenses of operating, administering, or managing the Plan or Trust, including but not limited to:

(i) Where third parties are engaged to provide services to the Plan or Trust, as described above, compensating such third parties;

(ii) Where Peoria staff render services to the Trust or Plan, compensating Peoria for such services;

(iii) Where taxes or assessments are levied or imposed upon the Trust or the Plan, paying such taxes or assessments.

(c) Upon termination, pursuant to Section 6.03.

Section 5.03. No Inurement to Private Interests. Except as specified in Section 5.02, at no time shall any part of the principal or income of the Trust inure to the benefit of a private individual or entity.

ARTICLE VI AMENDMENT AND TERMINATION

Section 6.01. Amendment of Trust. This Trust Document may be amended in writing at any time by the Council. The Trustees may recommend amendments to the Council. Notwithstanding the foregoing, no amendment shall be adopted which alters the basic purpose of the Trust, causes the Trust to lose its status as a Governmental Trust, conflicts with any applicable law or government regulation, causes the use or diversion of any part of the Trust for purposes other than those authorized herein, or retroactively deprives anyone of a vested right or interest.

Section 6.02. Termination of Trust. The Trust shall continue until terminated by the Council in writing. The Council shall supply a copy of the writing to all the Trustees and to the Plan Administrator.

Section 6.03. Distribution Upon Termination.

(a) Upon termination of the Trust, the Trustees shall use the Funds to pay or to provide for the payment of any and all obligations of the Trust and the Plan, and the Trustees shall distribute and allocate the Funds in accordance with the then-current provisions of the Trust and the Plan; *provided that*, notwithstanding any Plan provision to the contrary, the Funds shall be allocated and distributed in the priorities and according to the categories required by applicable law.

(b) Upon termination of the Trust, after all obligations of the Trust and Plan have been satisfied, any remaining Funds shall revert and be distributed to Peoria's general fund.

Section 6.04. Amendment and Termination of Plan. Nothing in this Trust Document shall affect Peoria's ability to amend or terminate the Plan.

ARTICLE VII GENERAL PROVISIONS

Section 7.01. No Right, Title, or Interest. No Employer, Employee, Participant, or Beneficiary shall have any right, title or interest in the Trust or any right to contributions to be made thereto, or any claim against the Trust on account thereof, except as may be provided from time to time by this Trust Document or the Plan, and then only to the extent of the benefits payable to such person under the Plan.

Section 7.02. Nonalienation of Benefits. The Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse, former spouse or any relative, until such payment has been actually received by the person entitled to it. Any attempt to anticipate, alienate, settle, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. The Trust shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

Section 7.03. Prohibition of Diversion.

(a) It shall be impossible by operation of the Trust or by its natural termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust or any funds contributed thereto to be used for or diverted to purposes other than as described herein.

(b) Notwithstanding the foregoing, a contribution made by Peoria as the result of a mistake may be returned to Peoria if the Trustee so directs, *provided that* the repayment is not prohibited by applicable law.

Section 7.04. Incompetency. In the event it is determined that any person entitled to receive benefits is unable to care for his or her affairs because of mental or physical incapacity, the benefits due such person may be paid to his or her legal guardian or conservator, or to any relative by blood or by marriage to be used and applied for the benefit of such person. Payment to such legal representative or relative of the person on whose account benefits are payable shall operate to discharge the payor from any liability to such person or to anyone representing him or her (or his or her interest), and the Trustees shall have no duty or obligation to see that the funds are used or applied for the benefit of such person.

Section 7.05. Notice and Delivery of Documents. Any notice required to be given under this Trust Document may be given in person or by first-class mail. When notice is given by mail, it shall be deemed to have been given as of the date of posting to the last-known address of the addressee available from the Trust records.

Section 7.06. Headings. Titles of articles and headings of sections and subsections are inserted for convenience of reference. They constitute no part of this Trust Document and are not to be considered in the construction hereof.

Section 7.07. Construction. This Trust Document is created and accepted in the State of Arizona. All questions pertaining to its validity or construction not otherwise preempted by federal law shall be determined in accordance with the laws of the State of Arizona. If any provision contained in this Trust Document or in any collective bargaining agreement pursuant to which this Trust Document is created should be held unlawful, such provision shall be of no force and effect and this Trust Document or any such collective bargaining agreement shall be treated as if such provision had not been contained therein.

IN WITNESS HEREOF, the City of Peoria hereby establishes the Peoria Employee Benefits Trust.

DATED this ____ day of _____, _____

CITY OF PEORIA, ARIZONA
A Municipal Corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of the CITY OF PEORIA, ARIZONA, a municipal corporation, on its behalf.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

WORKERS' COMPENSATION TRUST

First Amended and Restated Trust Agreement

RECITALS

WHEREAS, the City of Peoria, Arizona (“Peoria”) currently provides certain welfare benefits for certain of its employees, elected officials, and their beneficiaries;

WHEREAS, Arizona law permits Peoria to establish a self-insurance program for the management and administration of workers’ compensation benefits;

WHEREAS, Arizona law requires that the funding for such self-insurance program be deposited in a trust;

WHEREAS, Peoria has established such a self-insurance program;

WHEREAS, Peoria intends the trust established by this document (this “Trust Document”) to satisfy the requirements of Section 11-981 of the Arizona Statutes;

WHEREAS, Peoria intends the trust established by this Trust Document to be exempt from taxation pursuant to Section 115 of the Internal Revenue Code; and

WHEREAS, Peoria wishes trustees to hold and administer the Funds (defined below), in trust, pursuant to the terms of this Trust Document;

NOW, THEREFORE, in consideration of the foregoing Peoria establishes the following Trust:

ARTICLE I DEFINITIONS

“Account” means the bank or investment account(s) established by the Board to hold some or all of the Funds.

“Beneficiary” means a person authorized under Arizona Law to receive benefits for an injured employee or volunteer of this Employer covered under its Workers’ Compensation Plan and entitled to receive benefits.

“Peoria” means the City of Peoria, Arizona.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Peoria City Council.

“Employee” means an individual that Peoria classifies and treats as an employee (not as an independent contractor) for payroll purposes, regardless of whether the individual is subsequently reclassified as an employee of Peoria in a court order, in a settlement of an administrative or judicial proceeding, or in a determination by the Internal Revenue Service, the Department of the Treasury, or the Department of Labor.

“Funds” means the assets of the Trust, in whatever form or location.

“Governmental Trust” means a trust that is exempt from taxation pursuant to Section 115 of the Internal Revenue Code.

“CFO/Finance Director” means the individual or entity engaged by the Council to select, manage, and invest Peoria’s funds. The investment decisions shall be subject to the investment guidelines established by Peoria’s CFO/Finance Director.

“Participant” means an Employee, Peoria elected official, or any volunteer of the employer permitted by Arizona law, City Charter or City Code who has incurred a valid Workers’ Compensation Claim under the law of this state and for whom the employer is obligated to make contributions to the Trust pursuant to an Adoption Agreement under any Workers’ Compensation Plan established pursuant to this Trust Agreement.

“Plan” means the lawful Workers’ Compensation Plan established and administered by the Trustees pursuant to this Trust Agreement.

“Plan Administrator” means the individual or entity appointed by the City Manager as the Plan Administrator in the Plan.

“Plan Year” means the fiscal year of the Plan.

“Premium Holiday” means the Trust waives the total premium (the amount established by the Trustees pursuant to Section 5.01(a)) for a designated period of time.

“Premium Subsidy” means the Trust waives a percentage of the total premium (the amount established by the Trustees pursuant to Section 5.01(a)) for a designated period of time.

“Reserve” means the amount needed to pay Plan claims that are incurred but not reported and also Plan claims that are incurred but not paid. Such amount shall be as attested to by an actuary who has been engaged to provide services to the Trust and as approved by the Trustees.

“Trust” means the legal entity established pursuant to this Trust Document.

“Trustees” means the Trustees described in this Trust Document.

“Workers’ Compensation Benefits” means the benefits provided to eligible participants as required by the State of Arizona.

ARTICLE II ESTABLISHMENT OF TRUST

Section 2.01. Establishment. Peoria hereby establishes the Trust, consisting of such monies as City of Peoria may deposit from time to time in the Account; plus all other money or assets as shall lawfully become a part of the Trust; plus all the earnings, income, gains, appreciation and all other increments of any nature from the foregoing; and less payments made pursuant to this Trust Document. The Trust shall become effective only upon the determination of Peoria's City Attorney that this document is in proper form and is within the power and authority of the Council, and upon the approval of the Council.

Section 2.02. Name. The Trust shall be known as the Workers' Compensation Trust.

Section 2.03. Purpose.

(a) The Funds shall be held, invested, reinvested, and administered by the Trustees in accordance with the terms of the Plan and the terms of this Trust Document, solely in the interest of Participants and Beneficiaries and for the purpose of providing benefits to the Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan and the Trust.

(b) The purpose of the Trust is to fund workers' compensation benefit programs by the City in accordance with the provisions of Arizona law and to authorize the management, funding and administration of the fund for direct payment of benefits, losses, claims, or any combination of insurance direct payments for the benefit of Participants and Beneficiaries, in accordance with the Plan.

(c) The successful operation and administration of the trust requires communication and cooperation among the Trustees, the City Council, City Management, City Staff, employees, employee associations and other designated third parties. Decisions made by the Trustees with regard to operation and administration of the trust should take into account input from designated stakeholders.

ARTICLE III ORGANIZATION AND OPERATION OF TRUSTEES

Section 3.01. Appointment. The City Council Sub Committee on Boards and Commissions shall nominate individuals to serve as Trustees overseeing the management and administration of the Trust. The Council Sub Committee shall consider and may appoint any individual so recommended, *provided that* the number and identity of the appointed Trustees shall conform to the requirements of this Article. Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee agrees to hold and administer the Funds, in trust, pursuant to the terms of this Trust Document.

Section 3.02. Number and Identity. There shall be five Trustees. No Trustee may be a member of the Council, and no more than one Trustee may be an employee of Peoria. No former member of the Council or former employee shall be a Trustee for a period of three years following the end of their employment or term of office. With the exception of the employee Trustee, if any, a Trustee shall have expertise in the field of finance, employee benefits, health care, human resources and/or risk management and reside in Maricopa County.

Section 3.03. Bonding. All Trustees shall be bonded in an amount to be approved by the City Manager. This requirement may be satisfied by a blanket performance bond or other coverage provided by Peoria.

Section 3.04. Officers. At the commencement of each Plan Year, the Trustees shall elect a Chairperson and a Secretary from among themselves. The Chairperson shall preside over the work of the Trustees pursuant to this Trust Document. The Secretary shall preside in the Chairperson's absence. The Secretary shall cause to be maintained accurate records of all actions of the Trustees, including minutes from all Trustees' meetings. A copy of the minutes shall be retained as a record of the Trust's activities.

Section 3.05. Term. Each Trustee shall serve a four-year term, unless terminated as described in this Article. Notwithstanding the foregoing, the initial terms for the first five Trustees shall be as follows: one Trustee to serve an initial term of one year; one Trustee to serve an initial term of two years; one Trustee to service an initial term of three years and two Trustees to serve a term of four years. The Council shall determine which of the first five Trustees shall serve the one-year, two-year, three-year terms and four year terms.

Section 3.06. Termination. The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal; failure to attend three consecutive meetings; or, for a Trustee who is an employee of Peoria, the termination of such employment.

Section 3.07. Resignation of a Trustee. A Trustee may resign by giving 60 days' prior written notice to the Chairperson. The Chairperson may exercise discretion to waive or reduce the 60-day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts appointment prior to the stated effective date, in which case the date of acceptance shall constitute the effective date of the resignation. Upon the effective date of the resignation, the resigning Trustee shall be discharged from any further duty or responsibility under the Trust, and the resigning Trustee shall deliver to the Chairperson (or to the Secretary, if the Chairperson is resigning) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.08. Removal of a Trustee. The Council may remove any Trustee for cause at any time by written notice thereof delivered to the Trustee. Upon the effective date of the removal, the removed Trustee shall be discharged from any further duty or responsibility under the Trust, and the removed Trustee shall deliver to the Chairperson (or to the Secretary, if the Chairperson is being removed) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.09. Meetings. The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan and the Trust at such location as may be acceptable to the Trustees, but no less than four times per Plan Year. In calling, providing notice of, and holding meetings, the Trustees shall conform to applicable law.

Section 3.10. Quorum. A quorum shall consist of three Trustees.

Section 3.11. Voting. Each Trustee shall have one vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the number of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

Section 3.12. Exculpation and Indemnification of the Trustees.

(a) **Reliance.** A Trustee may act or rely upon any of the following:

(i) Any instrument, application, notice, request, signed letter, telegram or other paper or document believed to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or

(ii) The advice, opinion, records, reports or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.

(b) **Exculpation of Trustees.** No Trustee shall incur any liability individually or on behalf of other individuals for any action or omission, unless such action or omission is due to the Trustee's own gross negligence, criminal conduct, willful misconduct, or lack of good faith.

(c) ***Indemnification of Trustees.*** The Trustees shall cause any person who is or has served as a Trustee to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on him in connection with any claim, suit, action or proceeding concerning the Trust or his acts or omissions as a Trustee, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such acts or omissions constitute gross negligence, criminal conduct, willful misconduct or lack of good faith. Any indemnification provided herein shall be limited to amounts not collected pursuant to valid and enforceable liability insurance policies.

(d) ***Indemnification of Others.*** To the extent permitted by law, the Trustees, in their discretion, may also cause the Trust to indemnify any person who is rendering services to the Trust or Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or Trust or the acts or omissions of such a person, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such act or omission constitutes gross negligence, criminal conduct, willful misconduct or lack of good faith.

(e) ***Limitation on Indemnification.*** Notwithstanding the foregoing, no indemnification shall be provided unless and until:

(i) It is adjudicated that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith; or

(ii) The Trust receives a written opinion from Legal counsel for the Trust that any such adjudication would have determined that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith.

Section 3.13. Compensation of Individual Trustees. An individual Trustee shall not be paid any compensation or reimbursement from the Trust for services provided to the Trust.

Section 3.14. Conflicts of Interest. Each Trustee shall comply with applicable state and federal law concerning conflicts of interest.

Section 3.15. Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust or both to the extent such is permitted by law.

ARTICLE IV RESPONSIBILITIES AND POWERS OF THE TRUSTEES

Section 4.01. In General. The Trustees will establish necessary policies, rules and procedures to enable the Trust to do all lawful acts and things which are permitted by statute and by this Declaration of Trust. The Trustees may without limitation do all of the following:

(a) Adopt policies, rules and procedures for the administration of the Trust; provided, however, that these policies, rules and procedures may not be inconsistent with the provisions of this Declaration of Trust or applicable city, state and federal law and regulations.

(b) Authorize the Plan Administrator or designee on behalf of the Trust to retain the services of actuaries, auditors, engineers, private consultants, administrators and advisors as the Trustees consider necessary in order to carry out the business and purposes of the Trust. The Trustees may seek private outside legal council when legal advice is considered necessary. For routine matters associated with administration of the trust, the Trustees may utilize the City Attorney or legal council designated to serve in his or her place.

(c) Recommend modifications of the terms and conditions of this Trust document to the City Council.

(d) Authorize the Plan Administrator or designee to administer the day to day affairs of this Trust.

(e) Maintain minutes of their meetings.

(f) Delineate in the written minutes of its meetings the areas of authority it delegates to the Plan Administrator or designee.

(g) The Trustees will, through the City CFO/Finance Director and in accordance with the reasonably prudent investment standard for Trustees, provide for the investment of Trust monies in a manner consistent with the provisions of A.R.S. § 35-321 *et seq.*

Section 4.02. Statutory Requirements.

(a) ***Risk Management Consultant or Insurance Administrator.*** Prior to paying Plan expenses on a self-insured basis, the Trustees shall confirm that the City Manager has designated a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2 of the Arizona Statutes, and the Trustees shall further confirm that such license was verified by the Council prior to such designation.

(b) ***Auditor.*** The Council shall engage an external auditor to perform an annual audit of the Trust. Each audit report shall be kept on file for five years with the City Clerk. The Trustees shall work and cooperate with such auditor.

(c) **Stop-Loss.** Prior to paying any Plan claims on a self-insured basis, the Trustees shall procure stop-loss insurance for the Trust from an insurer authorized to do business in Arizona.

Section 4.03 Management. The Trustees shall have the power to manage the Trust, including the acquisition and disposition of property that is in or part of the Trust, as follows:

(a) **General Authority.** The Trustees shall have authority and responsibility with respect to the custody and management of the Trust, except to the extent any such authority has been assigned elsewhere by this Trust Document or has been delegated by the Trustees pursuant to this Trust Document.

(b) **Separate Account; Delegation of Custody.** The Trustees have the exclusive responsibility and authority to maintain the Funds in Trust. The Trustees shall maintain the Funds at a financial institution approved by the City.

(c) **Contributions and Distributions.** The Trustees have the authority and responsibility to determine the required contributions and make appropriate distributions from the Trust.

(d) **Required Reserves.** The Trustees have the authority and responsibility to determine the appropriate amount of Funds that the Trust should hold as Required Reserves based on accepted actuarial standards and consistent with accounting principals generally accepted in the United States.

(e) **Premium Holidays** No Premium Holiday shall be permitted unless it is approved by the Trustees. The use of Funds for a Premium Holiday is subject to the following limitations:

(i) **Premium Holiday.** The Trustees may determine that Funds in excess of the Required Reserve be used to pay for a Premium Holiday. The Trustees shall not approve a Premium Holiday, if the use of Funds for the Premium Holiday would cause the total Funds to fall below the level of the Required Reserves.

(f) **Plan Claims.** The Trustees shall delegate this authority and responsibility to a third party, *provided that* such delegation must be in writing and accepted by the third party.

(g) ***Service Providers.***

(i) ***For the Trust.*** The Trustees have the authority to request that appropriate Peoria staff provide services to the Trust. In addition, the Trustees have the authority to engage suitable third parties to provide services for the Trust such as external auditor for the Trust; to select an agent/broker consultant, third party administrator for claims administration, bill review, specific and aggregate coverage, actuarial services and other services determined necessary for the operation and administration of the trust.

(ii) ***Payment.*** The Trustees have the authority to pay reasonable compensation and expenses for any parties engaged to provide services for the Trust as set forth above.

(iii) ***Compliance.*** All engagements and payments pursuant to this Section shall comply with applicable procurement laws, policies, and procedures.

(h) ***Accounts, Books, and Records.*** The Trustees have the authority and responsibility to keep full and accurate accounts, books, and records concerning the Fund. All such accounts, books, and records shall be open to inspection in accordance with applicable law.

(i) ***Valuation.*** The Trustees shall cause the Fund to be valued no less than annually and shall forward notice of such value to City Council and the Plan Administrator.

(ii) ***Accounting.*** Within a reasonable time after the end of each Plan Year, the Trustees shall provide the Plan Administrator an accounting of the administration of the Trust since the previous accounting. The accounting shall include all transactions of the Trust during the relevant period, as well as all property in the Trust and its fair market value at the end of the relevant period.

(i) ***Legal.*** The Trustees have the authority to prosecute or defend actions, claims, or proceedings necessary or advisable for the protection of the Trust.

Section 4.03. Responsibilities Not Assigned to the Trustees. The Trustees shall have no authority or responsibility for:

- (a) Terminating the Plan;

Authority and responsibility for the foregoing items in this Section are assigned to the Council.

ARTICLE V

CONTRIBUTIONS TO AND DISTRIBUTIONS FROM THE TRUST

Section 5.01. Contributions

(a) *Premiums.*

(i) *Amount.* The Trustees shall determine the total premium contribution that shall be required for the Plan. In determining premiums, the Trustees shall consult with the insurance consultant, Plan Administrator, Budget Director and/or CFO/Finance Director to assist the Trust and shall also consult with an actuary familiar with the Trust and the Plan. In determining the total premium, the Trustees may consider all reasonable factors, including but not limited to the amount of reserves in the Trust, the claims experience of the Plan and Trust, market conditions, cost trends and plan design. The Trustees shall determine the total premium no less frequently than annually, but the Trustees have the authority to increase premiums more frequently if reasonably necessary to protect the financial stability of the Trust.

(ii) *Administration.* At its discretion, the Trustees may establish a contribution schedule, adopting a funding policy, or using any similar mechanism to arrange for the orderly contribution of funds to the Trust. Peoria shall forward the premiums to the Trust no less frequently than monthly, in accordance with the arrangement adopted by the Trustees. Upon the Trustees' knowledge that Peoria is delinquent in its contributions, the Trustees shall promptly provide written notice of the delinquency to the Council, the City Manager, and the City Attorney.

(b) *Other Funding.* The Trustees may permit the Trust to receive additional funding, including but not limited to any one or more of the following: interest, dividends, rebates, gifts, grants, special taxes levied to satisfy judgments, recovery from insurers, subrogation, or reimbursement.

Section 5.02. Distributions. Distributions from the Trust may be made for any of the following:

(a) Paying for or providing benefits to Participants or Beneficiaries, in accordance with the terms, provisions and conditions of the Plan, as determined and directed by the Plan Administrator; except upon final appeal, the Trustees shall have no obligation to evaluate whether the Plan Administrator's directions are correct.

(b) Paying all reasonable expenses of operating, administering, or managing the Plan or Trust, including but not limited to:

(i) Where third parties are engaged to provide services to the Plan or Trust, as described above, compensating such third parties;

(ii) Where Peoria staff render services to the Trust or Plan, compensating Peoria for such services;

(iii) Where taxes or assessments are levied or imposed upon the Trust or the Plan, paying such taxes or assessments.

(c) Upon termination, pursuant to Section 6.03.

Section 5.03. No Inurement to Private Interests. Except as specified in Section 5.02, at no time shall any part of the principal or income of the Trust inure to the benefit of a private individual or entity.

ARTICLE VI AMENDMENT AND TERMINATION

Section 6.01. Amendment of Trust. This Trust Document may be amended in writing at any time by the Council. The Trustees may recommend amendments to the Council. Notwithstanding the foregoing, no amendment shall be adopted which alters the basic purpose of the Trust, causes the Trust to lose its status as a Governmental Trust, conflicts with any applicable law or government regulation, causes the use or diversion of any part of the Trust for purposes other than those authorized herein, or retroactively deprives anyone of a vested right or interest.

Section 6.02. Termination of Trust. The Trust shall continue until terminated by the Council in writing. The Council shall supply a copy of the writing to all the Trustees and to the Plan Administrator.

Section 6.03. Distribution Upon Termination.

(a) Upon termination of the Trust, the Trustees shall use the Funds to pay or to provide for the payment of any and all obligations of the Trust and the Plan, and the Trustees shall distribute and allocate the Funds in accordance with the then-current provisions of the Trust and the Plan; *provided that*, notwithstanding any Plan provision to the contrary, the Funds shall be allocated and distributed in the priorities and according to the categories required by applicable law.

(b) Upon termination of the Trust, after all obligations of the Trust and Plan have been satisfied, any remaining Funds shall revert and be distributed to Peoria's general fund.

Section 6.04. Amendment and Termination of Plan. Nothing in this Trust Document shall affect Peoria's ability to amend or terminate the Plan.

ARTICLE VII GENERAL PROVISIONS

Section 7.01. No Right, Title, or Interest. No Employer, Employee, Participant, or Beneficiary shall have any right, title or interest in the Trust or any right to contributions to be made thereto, or any claim against the Trust on account thereof, except as may be provided from time to time by this Trust Document or the Plan, and then only to the extent of the benefits payable to such person under the Plan.

Section 7.02. Nonalienation of Benefits. The Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse, former spouse or any relative, until such payment has been actually received by the person entitled to it. Any attempt to anticipate, alienate, settle, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. The Trust shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

Section 7.03. Prohibition of Diversion.

(a) It shall be impossible by operation of the Trust or by its natural termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust or any funds contributed thereto to be used for or diverted to purposes other than as described herein.

(b) Notwithstanding the foregoing, a contribution made by Peoria as the result of a mistake may be returned to Peoria if the Trustee so directs, *provided that* the repayment is not prohibited by applicable law.

Section 7.04. Incompetency. In the event it is determined that any person entitled to receive benefits is unable to care for his or her affairs because of mental or physical incapacity, the benefits due such person may be paid to his or her legal guardian or conservator, or to any relative by blood or by marriage to be used and applied for the benefit of such person. Payment to such legal representative or relative of the person on whose account benefits are payable shall operate to discharge the payor from any liability to such person or to anyone representing him or her (or his or her interest), and the Trustees shall have no duty or obligation to see that the funds are used or applied for the benefit of such person.

Section 7.05. Notice and Delivery of Documents. Any notice required to be given under this Trust Document may be given in person or by first-class mail. When notice is given by mail, it shall be deemed to have been given as of the date of posting to the last-known address of the addressee available from the Trust records.

Section 7.06. Headings. Titles of articles and headings of sections and subsections are inserted for convenience of reference. They constitute no part of this Trust Document and are not to be considered in the construction hereof.

Section 7.07. Construction. This Trust Document is created and accepted in the State of Arizona. All questions pertaining to its validity or construction not otherwise preempted by federal law shall be determined in accordance with the laws of the State of Arizona. If any provision contained in this Trust Document or in any collective bargaining agreement pursuant to which this Trust Document is created should be held unlawful, such provision shall be of no force and effect and this Trust Document or any such collective bargaining agreement shall be treated as if such provision had not been contained therein.

IN WITNESS HEREOF, the City of Peoria hereby establishes the Peoria Workers' Compensation Trust.

DATED this ____ day of _____, _____

CITY OF PEORIA, ARIZONA
A Municipal Corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of the CITY OF PEORIA, ARIZONA, a municipal corporation, on its behalf.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: April 8, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Budget Transfer - ADA Accessibility Audit

Purpose:

This is a request for City Council to approve a cooperative purchase through an existing City of Glendale contract (RFP 12-23) with Recreation Accessibility Consultants, LLC, in the amount of \$63,530, to provide an Americans with Disabilities Act (ADA) accessibility audit for City of Peoria parks and recreation facilities in order to meet Title II of the 2010 Design Standards issued by the Department of Justice (DOJ). To fund this project, staff requests that City Council authorize the use of general fund reserves and approve a budget transfer in the amount of \$63,350.

Background/Summary:

Title II of the Americans with Disabilities Act (ADA) requires that all municipal sites and facilities be evaluated for accessibility to the programs and services provided, including those that existed before 1992. In September 2010, the DOJ published a new ADA Title II regulation that included new accessibility standards known as the "2010 ADA Standards for Accessible Design". Every jurisdiction, including those with parks and recreation facilities, was to conduct an audit and develop an action plan for total compliance with the new ruling by March 15, 2012.

The City of Peoria is required to use these new "2010 ADA Standards for Accessible Design" to evaluate all existing sites. The City of Glendale is finishing up an audit of their facilities for compliance with the new ADA standards. Through an RFP process, they have recently chosen Recreation Accessibility Consultants, LLC, to conduct that audit and provide reports for each site in their inventory, including a prioritized transition plan for meeting Title II regulations of the ADA. Recreation Accessibility Consultants, LLC, is nationally recognized for their work with public and private agencies for complying to ADA mandates for access and inclusion.

To expedite the completion of the ADA accessibility audit, the City of Peoria can cooperatively purchase the services of Recreation Accessibility Consultants, LLC, through the current City of Glendale contract (RFP 12-23). Due to the specific nature of the audit and the required timeline, using a top-rated company with proven, local outcomes and quality, final products as

demonstrated by Recreation Accessibility Consultants, LLC, to complete the project, is the best course of action.

Previous Actions:

None

Options:

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

- A. Approve a cooperative purchase through a current City of Glendale contract (RFP 12-23) and authorize the associated budget transfer to complete an ADA accessibility audit for City of Peoria parks and recreation facilities.
- B. Council can choose to take no action at this time, however, the City of Peoria is bound by the updated Title II 2010 Design Standards in the Americans with Disabilities Act and could face penalties and fines if the audit and a plan to comply with ADA requirements are not put into place.

Staff's Recommendation:

Staff recommends that City Council approve a cooperative purchase through City of Glendale contract (RFP 12-23) with Recreation Accessibility Consultants, LLC, in the amount of \$63,530, to provide an Americans with Disabilities Act (ADA) accessibility audit for City of Peoria parks and recreation facilities in order to meet Title II of the 2010 Design Standards issued by the Department of Justice (DOJ). To fund this project, staff recommends that City Council authorize the use of general fund reserves and approve a budget transfer in the amount of \$63,350.

Fiscal Analysis:

Request authorization to use General Fund reserves and approve a budget amendment in the amount of \$63,530 from the General Fund Contingency Account 1000-0300-570000 to the Community Services Department Administration Division, Other Professional Services account 1000-1400-520099 to expend funds for payment to Recreation Accessibility Consultants, LLC.

Exhibit(s):

- 1. Recreation Accessibility Consultants, LLC, Proposal
- 2. Department of Justice requirements
- 3. City of Glendale RFP 12-23

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



April 3, 2013

Brenda Rehnke, Recreation Manager
Community Services Department
City of Peoria
9875 W. 85th Ave
Peoria, AZ 85345

Proposal to City of Peoria Community Services Department

Dear Brenda:

Thanks for your interest in a proposal for an access audit for the parks, recreation facilities, and libraries of the City of Peoria Community Services Department. We have reviewed the information you provided, and are happy to submit this proposal.

We have enjoyed working with your neighbor, the City of Glendale. It would be an honor to help the City of Peoria make its community services accessible too.

As you know, title II of the Americans with Disabilities Act (ADA) requires all City sites and facilities, including those that existed before 1992, to be evaluated for the accessibility of the opportunities, programs, and services provided. After 6 years in the rulemaking process, on September 14, 2010 the US Department of Justice (DOJ) published a new ADA title II regulation and a new 2010 Standard for Accessible Design.

That 2010 Standard is a final and enforceable **standard** for designed and constructed areas such as building entries, doors, stairs, ramps, parking, service counters, toilets, and other standard building features. And of great interest to you, there are now design Standards for recreation amenities such as playgrounds, golf courses, swimming facilities, fitness areas, boating and fishing areas, sports fields, sports courts, shooting areas, and more.

The City of Peoria is **required** to use the 2010 Standard to **evaluate existing sites**. This should have been completed by March 15, 2012. It is critical for the City to show progress towards that objective by at the very least having retained a consultant, starting access audits, providing staff with additional training on this issue, or other similar steps.

For **new construction** (occurring after March 15, 2012) the City is required to use the 2010 Standards. The 2010 Standard for the first time incorporates the design **guidelines** for some recreation sites, such as those named above. When you and I spoke Monday, we discussed the pitfalls that occur with some new construction. Don't assume all new is already compliant, that often is not the case.

Conducting these audits is *not* just a smart practice. Federal and state enforcement agencies have used the Standards to resolve complaints. Go to the ADA website at www.ada.gov and view the August 16, 2011 Settlement Agreement between the United States and Montgomery County Parks Department. Or see the more recent Settlement Agreements with the City of Jacksonville, Florida, the City of Kansas City, Missouri, or the City of Sierra Vista, Arizona.

Of interest to you, the rulemaking for recreation environments is not yet finished. Still remaining to be developed and published are access standards for beaches, trails, trailheads, picnic areas, campsites, viewing areas, and constructed outdoor features such as grills or fire pits. We apply the US Access Board Draft Final Guideline for Outdoor Developed Recreation Areas to those environments in our work.

Additionally, in our work we apply the program access test used by the DOJ. This approach allows the City to make access decisions about existing sites, resulting in some sites being made accessible and other sites being left as is and inaccessible. For a community the size of Peoria, this ***required*** approach saves hundreds of thousands in retrofit costs.

Finally, title II of the ADA requires the City to provide an opportunity for individuals with disabilities to provide feedback regarding the access audit and eventual transition plan. RAC would work with the City staff in this regard.

Our Qualifications

Our people and our experience are our greatest qualifications.

Access and inclusion issues are sometimes best addressed by an administrator, an engineer, a landscape architect, an architect, a certified therapeutic recreation specialist, a competent person with a disability, or an attorney. We have all of that on our staff.

No other agency or firm has that set of qualifications.

We have unique credentials regarding access. My experience as one of only 3 people who served on every Access Board federal advisory committee regarding recreation is significant, and I chaired the first committee.

- In 2008 I coordinated the response by the National Recreation and Park Association (NRPA) to the Department of Justice title II notice of proposed rulemaking.
- In 2009 I trained Department of Justice enforcement staff about parks and recreation.
- After the release of the new title II regulation and the 2010 Standards, I conducted four webinars for NRPA and three for the Illinois Parks and Recreation Association regarding the content and changes in these important regulations.
- In 2010 I chaired the NRPA effort to respond to the Advance Notice of Proposed Rulemaking regarding accessible golf cars and accessible exercise equipment.

Brenda Rehnke
City of Peoria Community Services Access Audit Proposal
April 3, 2013 page 3

- In 2011 I chaired the NRPA effort to respond to the Advance Notice of Proposed Rulemaking regarding shared use paths.
- In 2011 and 2012 I chaired the American National Standards Institute (ANSI) committee that developed a safety standard for accessible golf cars.

As a firm we are unique, and our principals have more than 60 years experience in public parks and recreation. Since our inception in 2008, our firm has audited:

- more than 2,700 playgrounds
- more than 2,400 sports fields
- more than 115 swimming pools
- more than 95 golf courses
- more than 50 beaches
- hundreds of miles of trails and related amenities, and
- more than 28,000 amenities at parks and recreation sites and facilities.

We also have been retained by states, counties, cities, park districts, conservation districts, and forest preserve districts for the drafting of accessibility policies.

We are uniquely suited to help the Peoria Community Services Department.

Understanding of Our Work

We will evaluate sites and facilities owned or operated by the Community Services Department on page 5. From the very large Peoria Sports Complex to the small Wacker Park, we will examine every element at each site.

In our evaluations, we will use enforceable federal regulations, the most recent final or proposed guidelines, or the most recent final reports of the US Access Board. Arizona access requirements apply and we will use Arizona requirements where more stringent.

In addition, we advise the use of "**smart practices**" that are effective in making parks and recreation sites accessible. Smart practices are simple and effective techniques that make environments more usable by people with disabilities. These will be identified by our firm, and in the report we submit, smart practices will be distinguished from regulatory requirements.

Our firm will review areas used only by employees, and make recommendations that match title II provisions. We will gladly, and at no charge, provide employee training on the process too, so staff will better understand what we are doing and why.

The final report includes access deficits and a solution for each. As we draft solutions, where appropriate we apply the 2010 Standards **equivalent facilitation** section 103 to our solution recommendations, and the section 104 .1.1 provisions in regards to **construction tolerances**.

Additionally, some corrections simply are **technically infeasible** to make, as the work will require moving a load bearing wall or element, or the amenity is subject to unusual site constraints. The result of this is some flexibility in meeting specific technical requirements.

Finally, the US Access Board has several proposed guidelines regarding outdoor developed recreation. We will use the most current information available for trails, trailheads, picnic areas, benches, beaches, viewing areas, and outdoor constructed features such as grills.

Unlike other consultants, we created 27 detailed checklists with cites to the 2010 Standards, Arizona access requirements, and smart practices. Each element, such as a playground or parking, is thoroughly evaluated with the checklists. The Department will receive all checklists used for each site, with hyperlinked digital images of most access deficits we observe.

Finally, in our reports, we will recommend which barriers can remain as is and inaccessible, and which barriers should be, in our opinion, corrected. Where we recommend correction, we will recommend a phase for correction, and make a cost projection.

The Final Report

I estimate the work will take 5 months. If we can start by June 1, 2013 we will finish by October 31.

Our firm will submit one final printed report, and an electronic version that can be replicated at will by the City, for key staff and stakeholders. You'll also be able to access site reports, checklists, and images through an FTP site established for the Department.

The final report shall include at least the following:

1. An overview of the authority under which the self-evaluation was conducted;
2. The specific regulations or guidelines used by our firm;
3. A description of the title II 35.150(b) **program access test** and its application to sites;
4. A description of the **methods** used by our firm;
5. **A report for each site** which describes the specific barriers at each Community Services site, the ways in which each specific barrier can be removed, including the use of smart practices, and notes about how employee-only areas are to be treated;
6. A narrative that **applies the program access test** to multiple similar Community Services sites, such as playgrounds, and recommends which shall be made compliant;

7. A recommendation regarding *phasing* of the work to be accomplished;
8. A projected cost for barrier removal for elements at each site;
9. **Digital images** of barriers identified, on a thumb drive and seen by hyperlink; and
10. **Checklists** used for each Department site, and all associated field notes.

Data from the assessment will be delivered via thumb drive, in a Microsoft Word version that you identify, and are licensed to the City for its use. We will provide you with one printed copy of all site reports and checklists.

During our work, we'll assign one person as the key contact with the City. We ask that you do the same. I'll review the final report at a meeting of key staff, committees, or any other City stakeholders you desire.

Sites

We will audit the sites in the table below. Accuracy is important, so your corrections are invited and welcomed.

Rio Vista Recreation Center	Admin Offices
Peoria Women's Club	Peoria Community Center
Sunrise Family Center	Peoria Sports Complex
Peoria Main Public Library	Peoria Public Library – Sunrise Mountain
Centennial Pool	Peoria Pool
Sunrise Pool and Family Center	Alta Vista Park
Apache Park	Arrowhead Shores Park
Braewood Park	Calbrisa Park
Centennial Plaza	Country Meadows Park
Deer Village Park	Fletcher Heights Park
Fletcher Heights Park North	Clarence B. Hayes Memorial Park
Kiwanis Park	Monroe Park
Murphy Park	Osuna Park
Palo Verde Park	Parkridge Park
Paseo Verde Park	Rio Vista Community Park
Roundtree Ranch Park	Scotland Yard Park
Sonoran Mountain Ranch Park	Sundance Park
Sunnyslope Park	Sunrise Park
Sunset Park	Sweetwater Park
Terramar Park	Varney Park
Westgreen Park	Westland Park
West Wing Park	Windrose Park
Trail Shelter and Trails	Desert Amethyst Park
Wacker Park	Pioneer Community Park

Value Added Services

At no charge to the City, we will provide three services.

The first is a model service animal policy. Per the new title II regulation, where a service animal is allowed, and what staff can ask, has been modified. Our model service animal policy addresses employees who use service animals, registrants who use service animals, and visitors who use service animals.

The second is a memo with guidance regarding a policy for other power driven mobility devices (OPDMDs). Per the title II regulation, people with disabilities can take other power driven mobility devices, such as a Segway or golf car, anywhere a pedestrian can go.

Our guidance includes questions staff can ask, and questions staff cannot ask. We'll also suggest key elements to any policy developed to address OPDMDs.

The third is a free 3 hour training for Department staff. Content can be shaped to address issues of interest, or can be a general review of the application of the ADA to programs, sites, facilities, and administration.

References

The Department should check our references. We suggest contact with the following:

1. ***Roger Boyer at Glendale (AZ) Parks, Recreation, and Community Services Department*** at 847/566-0650: we completed access audits of all Department sites and deliver reports in 60 days;
2. ***Emily Rose at Prince George's County (MD) Parks and Recreation*** at 301/446-3400: we assisted this Department with training in late 2010, and then trained staff to use our audit system and conduct selected site audits in 2011;
3. ***Pete Merkel at City of McHenry (IL) Parks and Recreation Department*** at 815/363.2160: we completed an access audit and transition plan for the City in early 2013; and
4. ***Colleen Fitzgerald at Boulder (CO) Parks and Recreation*** at 303/413-7216: we trained Department staff and completed access audits of selected sites in 2011.

Proposal Cost

The standard price for the access audit, with phased recommendations and cost projections, for Peoria Community Services sites is \$66,874.

The National Recreation and Park Association (NRPA) named our firm as a preferred provider. As a result, the City receives a 5% discount, **reducing the cost by \$3,344**. Please verify that a citizen or staff member is an active member of NRPA for this discount.

The discounted proposal cost to the City of Peoria is \$63,530.

We have identified **several ways to reduce audit costs**. For example, loaning an employee to serve as a team member on our audits **would reduce your cost by almost \$10,000**. We expect to be on site for 10 to 12 working days. While it may be difficult to free up an employee for a dedicated period of time, it greatly builds your capacity and understanding of the process.

This offer is valid through May 15, 2013. This work is payable within 30 days of receipt of the invoice and is payable in increments as work is completed. This is a professional service.

Timing of the start of our work is critical. The earlier we can start our work in 2013, the more likely we can finish our audit and deliver a final report by October 31, 2013.

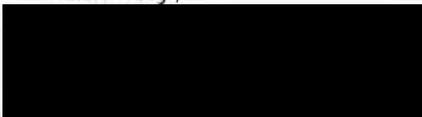
Assurances and Conditions

This proposal, if accepted, is subject to the assurances and conditions on the attached sheet.

I hope this proposal meets your needs. If so, please sign it and fax a copy to us at 224/293-6455. If there are any questions about this, please call me at 847/363-9384 or 224/293-6451.

Thanks for the opportunity to help serve the residents of the City of Peoria.

Sincerely,



John N. McGovern, J.D.
President

Accepted for City of Peoria Community Services by –

Name _____ **Title** _____

Date ___ / ___ / 2013

JNM/CITY OF PEORIA PROPOSAL 201301

GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT** – The Client or Owner agrees to compensate the Consultant for services on a fixed fee basis. Services and expenses will be invoiced upon completion of that service, not necessarily at the end of the project. Invoice amounts are due within 30 days. Interest of 1% per month compounded daily applies to all invoices outstanding after 30 days.
2. **REIMBURSABLE EXPENSES** - Reimbursable expenses shall be marked up 10% and are subject to the payment terms described in Condition 1 above.
3. **CONSEQUENTIAL DAMAGES** – The Client, Owner, and Consultant agree to waive consequential damages for claims, disputes or other matters arising from or related to this Agreement against each other.
4. **DELAYS** – The Consultant will not be liable for delays due to force majeure or for any delays caused by others or by circumstances outside the control of Consultant.
5. **DISPUTE RESOLUTION** – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation. Mediation shall be initiated by a written demand served by any party hereto to the other party. Mediation shall take place at such forum and with a mediator acceptable to both parties hereto. Costs of mediation shall be shared equally by the parties.
6. **ENVIRONMENTAL** – The Consultant assumes no responsibility for the detection or removal of any hazardous substances found at the job site.
7. **JOBSITE SAFETY** – The Consultant is not responsible for job site safety or for construction means, methods, techniques, or sequences. Job site safety and construction means, methods, techniques, and sequences are the responsibility of the Owner.
8. **LIMITATION OF LIABILITY** – The Client or Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant so that the total aggregate liability of the Consultant shall not exceed the Consultant's fee paid for services rendered pursuant to this Agreement.

It is acknowledged and agreed that this limitation of liability applies to any and all causes of action, be it sounding in contract, tort, statutory violation or otherwise. The Client or Owner agrees to bring any claims against the Consultant Company, not any individual directors, officers or employees of the Consultant.

9. **OWNER PROVIDED INFORMATION** – The Consultant shall have the right to rely on the accuracy of any information provided by the Owner or Client. The Consultant will not review this information for accuracy *except as noted in the proposal*.
10. **OWNERSHIP OF INSTRUMENTS OF SERVICE** – All documents, including drawings, plats, and other data prepared or furnished by Consultant pursuant to this Agreement are Instruments of Service with respect to the Project. The Consultant retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights.

The Consultant grants a nonexclusive license to use the Instruments of Service to the Client or Owner for purposes related to reporting, grant seeking, public information, and risk management, provided Owner or Client shall comply with all obligations required by this Agreement, including prompt payment of all sums when due. Any termination of this Agreement prior to completion of the services shall terminate this license. For use of this report by the Client or Owner for other purposes, the express written consent of the Consultant must be obtained.

11. **RIGHT OF ACCESS** – The Consultant shall have access to the job site whenever work is in preparation or in progress.
12. **TERMINATION** – The contract may be terminated by either party for convenience with 14 days written notice, or for cause with 7 days written notice. The project may be suspended by the client with 30 days written notice. In the event of suspension or cancellation for convenience, the Client shall pay all fees and expenses incurred prior to the date of notice.
13. **STANDARD OF CARE** – The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of the Consultant's profession under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under the Agreement or otherwise in connection with Consultant's services.

Overview

The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the *Federal Register* on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards". The 2010 Standards set minimum requirements – both scoping and technical – for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities.

Adoption of the 2010 Standards also establishes a revised reference point for Title II entities that choose to make structural changes to existing facilities to meet their program accessibility requirements; and it establishes a similar reference for Title III entities undertaking readily achievable barrier removal.

The Department is providing this document with the official 2010 Standards in one publication. The document includes:

- The 2010 Standards for State and local governments, which consist of the Title II regulations at 28 CFR 35.151 and the 2004 ADAAG at 36 CFR part 1191, appendices B and D;
- The 2010 Standards for public accommodations and commercial facilities, which consist of the Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADAAG at 36 CFR part 1191, appendices B and D.

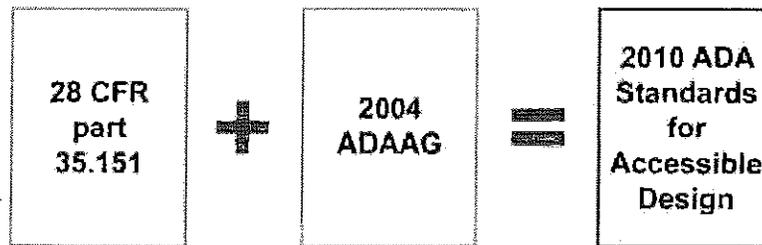
The Department has assembled into a separate publication the revised regulation guidance that applies to the Standards. The Department included guidance in its revised ADA regulations published on September 15, 2010. This guidance provides detailed information about the Department's adoption of the 2010 Standards including changes to the Standards, the reasoning behind those changes, and responses to public comments received on these topics. The document, *Guidance on the 2010 ADA Standards for Accessible Design*, can be downloaded from www.ADA.gov.

For More Information

For information about the ADA, including the revised 2010 ADA regulations, please visit the Department's website www.ADA.gov; or, for answers to specific questions, call the toll-free ADA Information Line at 800-514-0301 (Voice) or 800-514-0383 (TTY).

2010 Standards for State and Local Government Facilities: Title II

State and local government facilities must follow the requirements of the 2010 Standards, including both the Title II regulations at 28 CFR 35.151; and the 2004 ADAAG at 36 CFR part 1191, appendices B and D.



In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail.

Compliance Date for Title II

If the start date for construction is on or after March 15, 2012, all newly constructed or altered State and local government facilities must comply with the 2010 Standards. Before that date, the 1991 Standards (without the elevator exemption), the UFAS, or the 2010 Standards may be used for projects when the start of construction commences on or after September 15, 2010.



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 12-23

DESCRIPTION: ADA Audit Report

OFFER DUE DATE AND TIME: February 17, 2012, at 2:00 P.M. (Local Time)

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department.

Proposals are accepted at the Engineering Department's front counter between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Offer Opening and Submittal Location: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. **See Paragraph 2.2 and 2.3 for additional instructions for preparing an offer.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Robert Schoepe
Contract Analyst
Materials Management
623-930-2866

For questions regarding
Scope or Specifications contact:
Karen Hesser
Deputy Director
Parks and Recreation
623-930-2714

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 12-23
ADA Audit Report

1.0 SPECIFICATIONS

1.1 INTRODUCTION

1.1.1 Consulting Services:

This Request for Proposal (“RFP”) solicits proposals for an Americans with Disabilities Act (“ADA”) access audit of the City of Glendale (“City”) parks and other facilities in order to meet Title II and III regulations of the Americans with Disabilities Act (“ADA”) which requires all public local government facilities, including those that existed before 1992, to be evaluated for the accessibility of the facilities, programs and services provided within those facilities. On September 14, 2010, the United States Department of Justice (“DOJ”) published the amended ADA Title II and III regulations, as well as a new 2010 Standards for Accessible Design. Compliance with the 2010 Standards for Accessible Design is required, effective March 15, 2012. These facilities include playgrounds, sports fields, tennis courts, swimming pools, golf courses and other recreational facilities.

The DOJ US Access Board has also drafted final guidelines for other types of recreation facilities that have not yet become the subject of a final regulation. These include trails, trailheads, picnic areas, campsites, viewing areas and outdoor recreation amenities such as grills, garbage and recycle bins and park benches. Since regulations are the final implementation step after a period of review, an audit of these facilities and amenities is also sought in this RFP.

1.2 SCOPE OF WORK

1.2.1 Overview of Required Reports:

Proposals for the access audit reports of City parks and facilities under the responsibility of the Parks, Recreation and Library Services Department (“Department”) as well as employee-only areas, is requested. The Department is responsible for the management, maintenance and oversight of 2,188 acres of developed and natural open space, and other facilities. Facilities owned by the City, but managed by an outside Contractor, are to be included in this access audit and include two (2) golf courses and driving ranges; a nineteen (19)-court tennis complex; and a fourteen (14)-acre sports complex. The city owns and manages two (2) swimming pools and an additional two (2) jointly managed swimming pools; two (2) skateboard/BMX facilities, two (2) historic park/ranch properties and three (3) leash-free dog park areas. Horticulture activities include a rose garden and a sensory garden. There are approximately seventy (70) general use parks offer picnic facilities, bike paths, athletic fields and fishing. The park system also has six (6) community centers and a one thousand one hundred eighty-five (1,185) acre desert conservation park. The anticipated timeline for the completion of the access audit reports is before June of 2012. Variations on this turnaround time shall be addressed in the proposal under Section 1.5.2 of this solicitation.

Offerors will complete an access audit of the parks, facilities and amenities for each of the locations listed in Section 1.2.2 of this RFP to ensure the City complies with Title II Regulations of the ADA Part 35 – Nondiscrimination on the Basis of Disability in State and Local

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 12-23
ADA Audit Report

Government Services, Section 35.105, which requires an evaluation of all facilities. A limited sample of the regulation is listed below:

ADA Title II Section 35.105

(a) A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices - and the effects thereof - that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.

(b) A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.

(c) A public entity that employs fifty (50) or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:

- 1) A list of the interested persons consulted
- 2) A description of areas examined and any problems identified
- 3) A description of any modifications made

Offerors will use enforceable federal regulations, the most recent issued final guidelines or proposed guidelines, and the most recent final reports of US Access Board committees. Three types of reports shall be prepared: 1) A Site Report shall be prepared for each park/facility location; 2) A Final Agency-wide Summary Report; 3) A Transition Plan Report with accompanying cost estimates to support the recommendations to be implemented.

1.2.2 City Parks and Facilities included in, but not limited to, the list below shall be incorporated into the access audit:

- | | | |
|--------------------|--------------------|----------------------|
| 1. Acoma | 20. Heritage | 39. Paseo |
| 2. Arrowhead Lakes | 21. Hillcrest | 40. Plaza Rosa |
| 3. Bicentennial | 22. Horizon | 41. Rovey |
| 4. Butler | 23. Kings | 42. Sands |
| 5. Carmel | 24. Lawrence | 43. Sierra Verde |
| 6. Cholla | 25. Lions | 44. Sonorita |
| 7. Clavelito | 26. Manistee Ranch | 45. Sunnyside |
| 8. Country Gables | 27. Mary Silva | 46. Sunset |
| 9. Delicias | 28. Maryland Lakes | 47. Sunset Palms |
| 10. Desert Garden | 29. Memmingen | 48. Sunset Ridge |
| 11. Desert Mirage | 30. Mission | 49. Sunset Vista |
| 12. Desert Rose | 31. Mondo | 50. Sycamore |
| 13. Desert Valley | 32. Montara | 51. Tarrington Ranch |
| 14. Discovery | 33. Murphy | 52. Tierra Buena |
| 15. Dos Lagos | 34. Myrtle | 53. Utopia |
| 16. El Barrio | 35. New Word | 54. Windsor |

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 12-23
ADA Audit Report

- 17. Gardenwood
- 18. Greenbriar
- 19. Greenway Granada

- 36. Oasis
- 37. Ocotillo
- 38. Pasadena

- 55. 79th & Orangewood

Community Parks

- 56. Bonsall North
- 57. Bonsall South
- 58. Hidden Meadows
- 59. Northern Horizon
- 60. O'Neil Park
- 61. Orangewood
- 62. Paseo Sports Complex
- 63. Rose Lane

Regional Parks

- 64. Foothills
- 65. Grand Canal Linear
- 66. Sahuaro Ranch
- 67. Skunk Creek Linear
- 68. Thunderbird Paseo
- 69. Western Area Regional

Conservation Parks

- 70. Thunderbird

Recreation Centers

- 71. Community Center North
- 72. Foothills Recreation Center
- 73. Glendale Adult Center
- 74. Glendale Community Center
- 75. O'Neil Recreation Center
- 76. Rose Lane Center

Pools

- 77. Foothills Aquatics Center
- 78. Rose Lane Aquatics Center
- 79. Ironwood High School Pool
- 80. Cactus High School Pool

Additional Facilities

- 81. Foothills SK8 Court
- 82. X-Court
- 83. 51st Ave. Bridle Path
- 84. Elsie McCarthy Sensory Garden
- 85. Paseo Racquet Center
- 86. Glendale Youth Sports Complex
- 87. Myrtle Avenue Cultural Gateway

Golf Courses

- 88. Glen Lakes Golf Course
- 89. Desert Mirage Golf Course

Administrative Offices

- 90. City Hall
- 91. Field Operations Complex

1.2.3 Site Reports per Park and Facility

- a. A site report shall be developed for each park and facility. The site report must include a description of the specific barriers at each location and a reference to the regulation or guideline citation. Both a printed and electronic version of the report shall be provided per park and facility.
- b. Each site report shall contain digital images of the barriers noted for each location.

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- c. Each site report shall reference the specific federal or state regulations or guidelines used.
- d. Each site report shall describe the Title II 35.150(b) methods for meeting the accessibility requirements, giving priority to those methods that offer services, programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.
- e. Each site report shall provide a description of the ways in which each specific barrier can be removed, including the use of best practices.
- f. Each site report shall provide a narrative that applies the program access test to multiple similar city sites, such as playgrounds or picnic areas, and shall recommend which of them shall be made compliant.
- g. Each site report shall have checklists for the elements at each site, and all field notes shall be included as an index to the individual reports.
- h. Title II provisions require involvement of people with disabilities in the evaluation of parks and facilities, by providing them with the ability to provide comment. The consultant shall work with City staff to develop opportunities for public comment to include qualified individuals with disabilities. From these comments, smart practices may be developed that are defined as additional methods for making parks and recreation sites more usable for individuals with disabilities beyond the standard requirements. These smart practices shall be included in the report. Smart practices shall be distinguished from requirements.

1.2.4 Final Agency-wide Summary Report

- a. A final, comprehensive, agency-wide report shall be developed for the project, and it shall provide an overview of the authority under which the self-evaluation was conducted, as well as a summary of the recommendations within the site reports.
- b. The final report shall describe the methods used in the audit.
- c. The final report shall provide a narrative that applies the program access test to multiple similar City sites, such as playgrounds or picnic areas, and shall recommend which of them shall be made compliant.
- d. The final report shall provide recommendations regarding phasing of the work to be accomplished.
- e. All reports are property of and licensed to the City for its use.

1.2.5 Transition Plan and Cost Estimates

A Transition Plan Report shall be developed in which the recommendations to meet accessibility standards are organized into priorities in order to comply with ADA Title II Section 35.150(d)(3) requirements.

The plan shall, at a minimum:

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- a. Identify physical obstacles in the City's parks and facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- b. Describe, in detail, the methods that will be used to make the parks and facilities accessible.
- c. Specify the schedule for taking the steps necessary to achieve compliance. If the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period.
- d. Indicate the official or entity responsible for the implementation of such a plan.
- e. Include projected costs for each of the recommendations. These shall be included in the Transition Plan in order to assist the Department with the preparation of capital improvement plans to comply with remediation.

1.3 PROFESSIONAL AND EXPERIENTIAL MINIMUM REQUIREMENTS

The following minimum requirements will be utilized for solicitation of persons and/or firms to be considered for the above. Offerors shall demonstrate proof of the following types of experience in order to conduct and report on access audits.

- a. An understanding of, and experience in, public parks and recreation facilities, either as a Certified Therapeutic Recreation Specialist, Engineer, Landscape Architect or other qualified professional position. Offerors shall describe their experience in the management of the use of public parks and recreation facilities in order to demonstrate the ability to analyze and produce the results of the site audits. Copies of applicable licenses or certifications shall also be included in the proposal. See Section 2.3 for the preparation of the offer package.
- b. An understanding of, and familiarity with, ADA Title II requirements, especially the revised Title II regulation – 28 CFR Part 35 final ruling. In the required qualification statement, Offerors shall describe their familiarity with Title II, and experience in the evaluation of facilities and sites owned and operated by state and/or local governments.
- c. An understanding of, and familiarity with, the US Access Board work that resulted in the 2010 Standards for Accessible Design. This includes experience in the application of the recreation elements of the 2010 Standards to public parks and recreation spaces, such as playgrounds, golf courses, aquatics facilities, sports fields, sports courts, fishing areas and fitness facilities. While previously not finalized, the 2010 Design Standards had been final draft guidelines by which local government park and recreation departments were to use as standards to conduct audits and make alterations to facilities for the past several years. This has been upheld in various complaints and lawsuits filed by the DOJ with local government agencies. Offerors must have experience in applying these requirements in evaluating, renovating and/or designing playgrounds, sports fields or courts, aquatics facilities, golf courses and equestrian centers. In the required qualification statement, Offerors shall list the total number of agencies and the types and quantities of specific facilities in those agencies that were evaluated, renovated and/or designed.

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- d. Knowledge of and experience in the application of the Access Board guidelines in public parks and recreation spaces such as trails, trailheads, picnic areas, viewing areas and outdoor recreation amenities such as, but not limited to, grills, garbage and recycle bins and park benches. These recreation spaces shall be the subject of a Draft Final Guideline developed by the US Access Board. Offerors must have applied the requirements of the Draft Final Guidelines in evaluating, renovating and/or designing trails, picnic areas, trailheads and park amenities such as, but not limited to, garbage and recycle cans, benches and grills. In the required qualification statement, Offerors shall list the total number of agencies and the types and quantities of specific facilities in those agencies that were evaluated, renovated and/or designed.

1.4 PROPOSAL RESPONSE REQUIREMENTS

(NOTE: There is a fifteen (15) page limit for responses on Sections 1.4 through 1.7).

1.4.1 Qualification Statements

- a. A cover letter (introductory statement) shall be provided by the Offeror who will serve as the primary Contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location.
- b. A qualification statement shall be provided, which shall include the responses to Section 1.3- Professional and Experiential Minimum Requirements.

1.5. ADDITIONAL REQUIREMENTS

1.5.1 Key Personnel Information

The Offeror shall provide the identity and credentials of the principals and other key personnel working for the Contractor and their areas of responsibilities.

- 1.5.2 Provide a timeline that includes milestones for the project that complies with the City's desired completion date.

1.6 REFERENCES

- 1.6.1 References from a minimum of three (3) past clients from public parks and recreation agencies of similar size and scope for which similar services have been provided. References shall include:

- 1) Name of government agency or corporation.
- 2) Contact person's name, position and current telephone number.
- 3) Dates, cost and scope of service.

- 1.6.2 A list of all local government clients served in the last three (3) years.

1.7 DISCLOSURE

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- 1.7.1 Offerors shall disclose any professional or personal financial interest that could be considered a conflict of interest in performing the audit for the City. Offerors shall further disclose arrangements to derive additional compensation (formal or informal) that your firm or any of its individuals has with other organizations.
- 1.7.2 Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.
- 1.7.3 Report any significant material litigation information that would be relevant to this contract.

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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions and any attachments. The "Standard Terms and Conditions" applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page: www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

2.2 RETURN OF OFFER Five (5) hard copy sets of the proposal response and one (1) CD containing an electronic copy of the proposal shall be submitted. One (1) hard copy of the five (5) submitted shall be clearly labeled "ORIGINAL"

The Offeror shall complete all sections of the solicitation in the format given (i.e., Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter "See attachment for detail."

2.3 PREPARATION OF OFFER PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section 4.0

2.3.2 PRICE SHEET, Section 5.0

2.3.3 SPECIFICATIONS, Information requested in the Specifications Section

The file folder shall include the following additional files or documents and shall be identified in the following manner:

- RFP # 12-23 – "Name of Offeror" – Qualification Statements 1.4.1
- RFP # 12-23 – "Name of Offeror" - Licenses or Certifications 1.3
- RFP # 12-23 – "Name of Offeror" – Key Personnel Information 1.5.1
- RFP # 12-23 – "Name of Offeror" – Timeline 1.5.2

2.3.4 REFERENCES, Section 1.6

2.3.5 DISCLOSURE, Section 1.7

2.3.6 ADDENDUM, Return all addenda (if applicable)

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

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2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

SCOPE OF SERVICES CAPABILITIES	40%
EXPERIENCE/CAPABILITIES OF FIRM AND STAFF	30%
COST	20%
REFERENCES	10%

2.6 OFFER IDENTIFICATION The City is not responsible for the pre-opening of, post-opening of, or the failure to open an offer not properly addressed or identified.

2.7 SUBMITTAL Prices must be shown and identified on the Price Sheet (Section 5.1). Proposals submitted without the requested documentation will be considered nonresponsive and rejected.

2.8 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

2.9 PANEL CONTACT Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

2.10 TERM OF AGREEMENT The term of agreement for this RFP is anticipated through June 30, 2013; however, the date may change depending on the finalization of the work schedule. If the completion date proposed by the City is not practicable, Offerors shall propose alternative dates within their proposal submittal.

2.11 INSURANCE , performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees, and the City shall have no responsibility of liability for such insurance coverage.

Consultant shall provide to the City a copy of the policy or a certification by the insurance carrier showing the Consultant to have in effect during the term of this contract a General Liability Insurance policy, which shall be the primary coverage for Consultant activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

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The City reserves the right to terminate any contractor agreement if the Contractor fails to maintain such insurance coverage.

Consultant must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from premises, operations, property damage, products-completed operations, personal and advertising injury, bodily injury, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

Automobile Liability – including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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- 2.13 WORKERS' COMPENSATION** Consultant shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Consultant shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State.

Consultant further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and

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agreed that all persons employed directly or indirectly by the Consultant, or any of his subcontractors, shall be considered the employees of such Consultant, or his subcontractor(s), and not the employees of the City.

- 2.14 PROCUREMENT CARD ORDERING CAPABILITY** It is the intent of the City to utilize the City's Procurement Card (i.e., MasterCard/Visa) to place and make payment for orders under this contract. Offerors without this capability may be considered nonresponsive and not eligible for award consideration.
- 2.15 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the Contract Analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- 2.16 AWARD** Award will be made on an "all or none" basis.

Solicitation Number: 12-20
Development of Impact Fees, Infrastructure
Improvement Plan and Associated Documents

5.0 PRICE SHEET

5.1 FEE STATEMENT

The price quoted shall be as an all inclusive not to exceed firm and fixed amount for the consulting services and reports described in this solicitation.

5.2 PAYMENT The Consultant shall provide a statement of itemized services. Payment will be made upon the review and approval of the statement by the Contract Administrator or designee. The itemized statement shall not exceed the pricing provided in Section 5.1.

5.3 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box (See Section 2).

- YES I will accept payment under this contract with the Procurement Card.
NO I will not accept payment under this contract with the Procurement Card.

5.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

- Comply: YES
NO

If your answer is NO, please state terms offered: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: March 25, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Deeds and Easements, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally accept them into the system.

Background/Summary:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Previous Actions:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

- A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.
- B: Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff's Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

This Resolution includes Real Property interests acquired since the adoption of the previous acceptance resolution. The acceptance of the Resolution by City Council would bring the deeds and easements into our system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

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

RESOLUTION NO. 2013-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

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

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

Sun Health Services
EASEMENT FOR PUBLIC WATER LINE
Maricopa County Recording No. 2013-0181780

Pershing Avenue east of 94th Dr

Great Hearts Academies
Great Hearts Academies
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2013-0269502
(Project No. R120067)

SWC 83rd Avenue & Pinnacle
Peak Road

Resolution No. 2013-37
Acceptance of Deeds and Easements
April 23, 2013
Page: 2

Pinnacle Peak Road Drainage Channel
Flood Control District of Maricopa County
SPECIAL WARRANTY DEED
Maricopa County Recording No. 2013-0190854
(Project No. EN00134)

Pinnacle Peak Road, Lake
Pleasant Pkwy to Agua Fria River

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 23rd day of April 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: March 25, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Designate Roadways, Establish Rights-of-Way, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally incorporate them into the system.

Background/Summary:

The City of Peoria has, by separate Resolution, accepted each right-of-way to be designated as a public street. The attached Resolution lists each document that conveyed the property rights to be designated as public rights-of-way. The description found in the attached Resolution lists each document by recording number and provides information related to each. The individual description also identifies the type of roadway and type of improvement for each parcel.

Previous Actions:

This is an ongoing process that occurs after real property has been accepted into our system.

Options:

A: Approve the adoption of the Resolution designating various Real Property to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the city as a Public Street.

B: City Council denies the formal designation of various Real Property into our system. The result would be that the Public Rights-of-Way would not be maintained by the City as a Public Street.

Staff's Recommendation:

Staff recommends the adoption of a Resolution designating various Real Properties to be used as City roadways and maintained by the City.

Fiscal Analysis:

There is no significant fiscal impact to the City.

Narrative:

The adoption of the Resolution by City Council would bring the Real Property interests into our maintenance system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

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

RESOLUTION NO. 2013-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City;

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and

WHEREAS, the Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system.

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

SECTION 1. Recommendation of Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

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Authorizing Establishment of Public Streets
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Great Hearts Academies
Great Hearts Academies
SPECIAL WARRANTY DEED
83rd Avenue -Major Arterial
Planada Lane - Local
Maricopa County Recording No. 2013-0269502
(Project No. R120067)

SWC 83rd Ave & Pinnacle Peak Rd

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

(b) That the City Attorney or his designee shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

(c) That this Resolution shall become effective sixty-days after enactment by the City Council.

SECTION 5. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

Resolution No. 2013-38
Authorizing Establishment of Public Streets
April 23, 2013
Page 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Peoria, Arizona this 23rd day of April 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13R

Date Prepared: April 17, 2013

Council Meeting Date: April 23, 2013

TO: Honorable Mayor and Council
FROM: Stephen M. Kemp, City Attorney
SUBJECT: Ordinance Eliminating Cap on Maximum Length of Term of Memoranda of Understanding with Employee Organizations

Purpose:

This is a request for City Council to adopt Ordinance No. 2013-05 amending Peoria City Code Section 19-21 to eliminate the three-year cap on the maximum length of the term of any of the City's Memoranda of Understanding with its employee organizations.

Background/Summary:

City Code Section 19-21 currently states that no Memorandum of Understanding between the City and an employee organization may have a term longer than three years.

Previous Actions:

None.

Options:

A: Adopt Ordinance No. 2013-05 amending Peoria City Code Section 19-21 to eliminate the three-year cap on the maximum length of the term of a Memorandum of Understanding with an employee organization.

B: Reject the Ordinance and the maximum term of a Memorandum of Understanding with an employee organization will remain three years.

Staff's Recommendation:

Staff recommends that the Council choose Option A and adopt Ordinance No. 2013-05

Fiscal Analysis:

The City will incur no direct fiscal impact if the Ordinance is adopted. The change to the City Code would provide flexibility to the City Council to consider entering into a longer-term Memorandum of Understanding with any one or more of the City's four employee organizations, and in a specific circumstance such a decision could present fiscal impacts to the City for the City Council to consider at that time.

Narrative:

City Code Section 19-21 currently states that no Memorandum of Understanding between the City and an employee organization may have a term longer than three years. An amendment to this Section to eliminate the three-year cap would provide flexibility to the City and its employee organizations concerning the length of future Memoranda of Understanding.

Exhibit:

Exhibit 1: Ordinance No. 2013-05

Contact:

Steve Burg, Chief Assistant City Attorney, at extension 7321.

ORDINANCE NO. 2013-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AMENDING CHAPTER 19 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 19-21 PERTAINING TO MEMORANDUM OF UNDERSTANDING, SCOPE, TERM, RATIFICATION, SUBMISSION TO CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 19-21 of the Peoria City Code (1992) pertaining to Memorandum of Understanding; scope; term; ratification; submission to City shall be amended to read as follows:

Sec. 19-21. Memorandum of Understanding; scope; term; ratification; submission to City

(a) A Memorandum of Understanding may extend to matters regarding wages, hours and working conditions subject to the following:

- (1) Federal and State Laws.
- (2) City Charter and City Code of the City of Peoria.

(b) ~~A Memorandum of Understanding may be executed for a period not to exceed three (3) years.~~

~~(c)~~—Upon reaching Tentative Agreement between the Public Employer and the Employee Organization on the issues discussed in the Meet and Confer Process, the tentative agreements shall be reduced to writing in a Written Memorandum of Understanding to be submitted by the Employee Organization to its members.

- (1) If the members of the Employee Organization ratify the proposed Memorandum of Understanding, then the Proposed Memorandum of Understanding shall be sent to the City Council for discussion and action. Should the City Council fail to approve the proposed Memorandum of Understanding in total, the City Council may direct:

- a. Those portions of the proposed Memorandum of Understanding which the Council approves shall be implemented and the remaining provisions sent back to the Employee Organization and the Public Employer for re-negotiation or
 - b. The proposed Memorandum of Understanding in whole may be sent back by the City Council to the Employee Organization and City the Public Employer for re-negotiation or
 - c. The Council may take such action as it deems appropriate in the public interest, including but not limited to extending the existing Memorandum of Understanding between the Employee Organization and the Public Employer.
- (2) If the Employee Organization fails to accept any part of the Proposed Memorandum of Understanding, then the Employee Organization may request the City to consider action on those parts of the Proposed Memorandum of Understanding which are acceptable to the Employee Organization and continue negotiation on the remainder or in the alternative refer the remainder to Mediation in accordance with this Chapter. Alternatively, upon a failure of the Employee Organization to accept any part of the Proposed Memorandum of Understanding, the City may:
- a. Send back the Proposed Memorandum of Understanding for renegotiation between the Employee Organization and the Public Employer; ~~or~~
 - b. The City Council may elect to continue the prior Memorandum of Understanding in place for a period not to exceed the length of the original term of the Memorandum of Understanding;
 - c. The City Council may take such other action as it deems appropriate in the public interest; or
 - d. A Memorandum of Understanding shall be signed by the President and Secretary of the Employee Organization and by the City Manager on behalf of the Public Employer. Such Memorandum of Understanding shall become effective upon approval by the City Council of the City of Peoria.

(d) In the case of any Employee Organization recognized as the designated representative of a group of employees on or after December 31, 2009, the initial

Memorandum of Understanding shall not become effective until December 31 of the same year in which the Employee Organization is recognized. The City and the Employee Organization in such cases shall not commence the meet and confer process until July 1, of the same year.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 23rd day of April, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times

Pub. Dates: April 26 & May 3, 2013

Effective Date:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14R

Date Prepared: March 19, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Chris Jacques, AICP, Planning & Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: GPA12-0007 – Sunset Ranch II

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a minor amendment to the General Plan Land Use Map for approximately 4.93 acres from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac).

Background/Summary:

The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 4.93 acres of land located west of Lake Pleasant Parkway and accessed from Williams Road, which is the ½ mile street between Deer Valley and Pinnacle Peak Roads. The amendment would change the current Residential Estate designation (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) to allow for the expansion of the Sunset Ranch II single-family residential development (Woodside Homes) with approximately 15 new home sites on the area identified as Parcel H on the attached development plan (Exhibit D of the P&Z Staff Report). This request is accompanied by a major amendment to the Sunset Ranch Planned Area Development (PAD) (case Z05-25A.4).

The Residential Low land use category denotes areas where detached single-family homes with moderate-sized lots of 8,000 square feet or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints.

Existing and planned developments in this vicinity, particularly south of Pinnacle Peak Road, do not follow the pattern of rural, large-lot single family land uses that is accommodated by the existing Residential Estate land use category. The transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, plus the development of non-residential uses in the surrounding area, including the adjacent Pinnacle Peak Public Safety Facility, make the vicinity much less compatible with larger-lot single family residential uses. This proposal will

allow for a single-family development character that is similar to the existing developments to the south and west of the site. The proposed Residential Low Density designation will support the associated PAD amendment request and the continuation of orderly development through the Sunset Ranch single-family residential development.

Previous Actions:

This amendment has been subject to the City's Minor General Plan Amendment process. A public hearing was held for this item at the March 7, 2013 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request. A public hearing was held at the same meeting for a related major amendment to the Planned Area Development (Z05-25A.4) for the Sunset Ranch II development.

Options:

- A: Approve as recommended by Staff and the Planning & Zoning Commission; or
- B: Approve with modifications; or
- C: Deny; or
- D: Continue action to a date certain or indefinitely; or
- E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's March 7, 2013 unanimous recommendation (5-0) to approve Case GPA 12-0007.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

No further action would be necessary should the City Council take action to approve this application. If this General Plan Amendment is approved, the City Council may take action to approve the associated major amendment to the Sunset Ranch Planned Area Development (Z05-20A.4).

Exhibit(s)

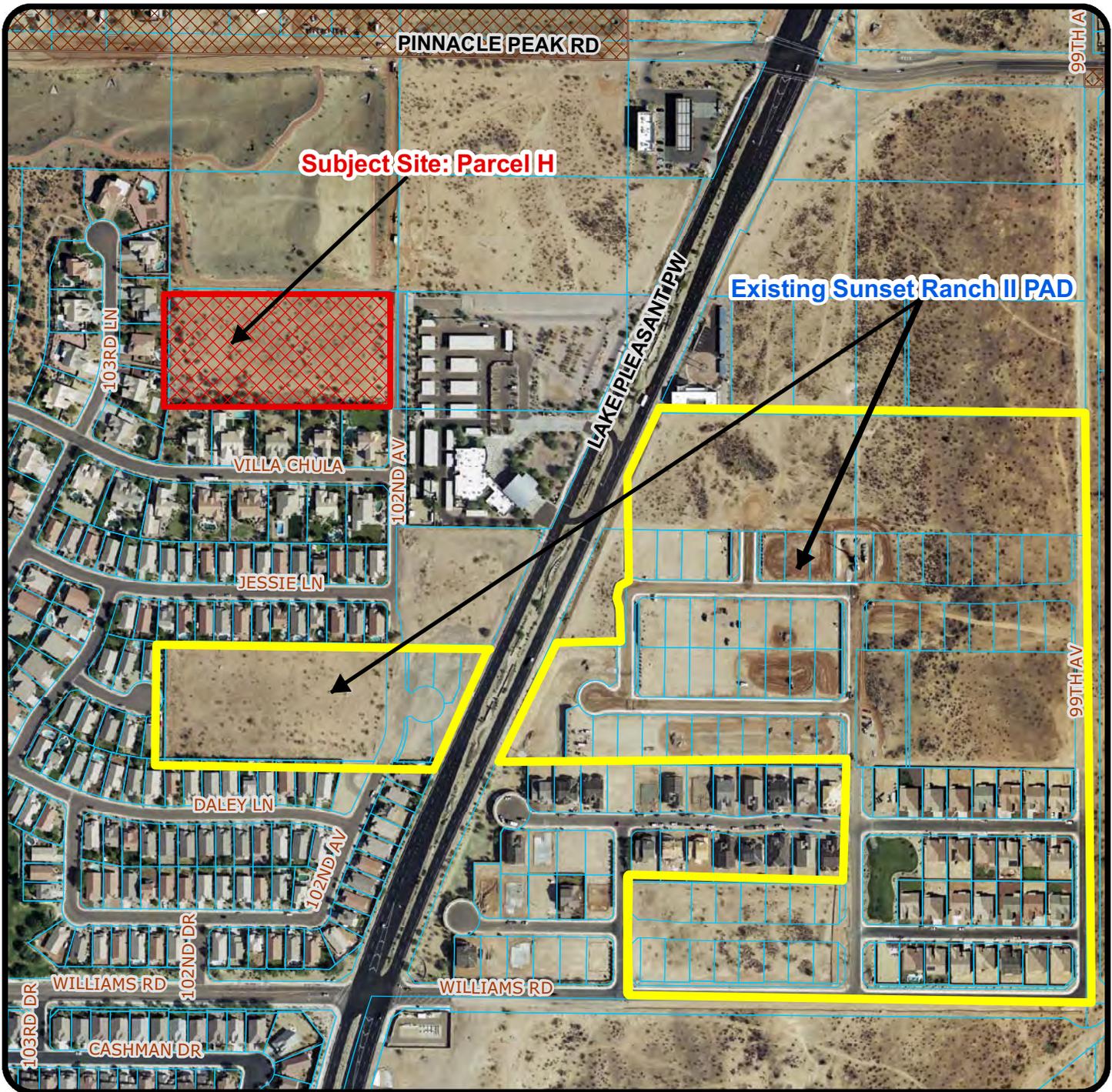
Exhibit 1: Vicinity Map

Exhibit 2: March 7, 2013 Planning and Zoning Commission Staff Report with Exhibits

Exhibit 3: Draft Resolution

Contact Name and Number: Melissa Sigmund, AICP, Planner, x 7603

Vicinity/Location Map



GPA12-0007 Sunset Ranch II, Parcel H

Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

Request: Amend the General Plan for a 4.93 acre property from Residential Estate (0-2 du/ac, Target 1 du/ac) to Residential Low (2-5 du/ac, Target 3 du/ac), to allow for the development of 15 single family lots on this parcel

Exhibit 1



Not to Scale



MINOR GENERAL PLAN AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: GPA12-0007
DATE: March 7, 2013
AGENDA ITEM: 4R

Applicant: Bowman Consulting Group for Woodside Encore at Sunset Ranch, LLC

Request: A Minor Amendment to the City of Peoria General Plan Land Use Map for approximately 4.93 acres from Residential-Estate Density (0-2 du/ac) to Residential-Low Density (2-5 du/ac).

Proposed Development: Sunset Ranch II, Parcel H: The conceptual development plan proposes an additional 15 residential lots to be incorporated into the existing 156 lot Sunset Ranch 2 development.

Location: The property is located north and west of the northwest corner of Lake Pleasant Parkway and Williams Road.

Site Acreage: 4.93 acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal.

Recommendation: Recommend approval of case GPA12-0007 to the City Council

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Residential-Estate Density	AG, General Agriculture
North	Flood control basin	Residential-Estate Density	AG, General Agriculture
South	Ironwood Subdivision – single family residential	Residential-Low Density	Planned Area Development (PAD) - Single Family Residential
East	Pinnacle Peak Public Safety	Residential-Estate Density	AG, General Agriculture
West	Ironwood Subdivision – single family residential	Residential-Low Density	Planned Area Development (PAD) - Single Family Residential

PROJECT DESCRIPTION

Site and Project Details

1. The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 4.93 acres of land located north and west of the northwest corner of Lake Pleasant Parkway and Williams Road. Williams Road is the ½ mile street between Deer Valley and Pinnacle Peak Roads. The amendment would change the current Residential Estate Density designation (0-2 du/ac, target of 1 du/ac) to Residential Low Density (2-5 du/ac, target of 3 du/ac) to allow for the expansion of the Sunset Ranch II single-family residential development. The proposed land use change will allow for approximately 15 new home lots on the area identified as Parcel H on the attached development plan (Exhibit D).
2. This request is accompanied by a rezoning application for a major amendment to the Sunset Ranch II Planned Area Development (case Z05-25A.4) and preliminary plat (case P13-0007). Both of these applications address expansion of the Sunset Ranch II development to incorporate the addition of a 4.93 acre parcel. As proposed by these applications, the Sunset Ranch II development will total 171 lots over approximately 58 acres for a projected density of 2.95 du/ac.

LAND USE BACKGROUND

Annexation Ordinance 81-53

3. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as AG Zoning.

DISCUSSION AND ANALYSIS

Minor General Plan Amendment Evaluative Criteria

4. Chapter 14 of the Peoria General Plan (“Plan Administration”) directs the City to make an affirmative finding that the proposal substantially demonstrates or exhibits the following evaluative criteria:
 - i. The development pattern contained in the Land Use Plan inadequately provides appropriate optional sites for the use or change proposed in the amendment.
 - ii. The amendment constitutes an overall improvement to the General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
 - iii. The amendment will not adversely impact the community as a whole or a portion of the community by:
 - Significantly altering acceptable existing land use patterns,
 - Requiring larger and more expensive improvements to roads, sewer or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,

- Adversely impacting existing uses because of increased traffic on existing systems, or
 - Affecting the livability of the area or the health and safety of the residents.
- iv. That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

Existing General Plan Land Use Designation

5. The existing land use designation (Exhibit B) for the subject property is Residential-Estate (0-2 du/ac) with an underlying target density of 1 du/ac. This designation is intended to provide areas where large-lot, from 18,000 sf and larger, single family residential development is desirable or areas of maximized open spaces are sought. This land use designation also provides transitional areas between natural open spaces and residential development.

Request to Designate Site to Residential-Low Density

6. The request is to change the land use designation for the site to Residential-Low (2-5 du/ac) with a target density of 3 du/ac. This category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints. This category will allow for an extension of the existing Sunset Ranch II development pattern and character to occur, while maintaining a density of 2.95, which is below the target of 3 du/ac for the Residential-Low category.
7. The Residential-Estate Density land use designation extends to the properties to the north and east of the proposed site (Exhibit B). In general, developments in this vicinity, particularly south of Pinnacle Peak Road, do not follow a pattern of rural, large-lot single family land uses. The transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, located directly west of the property presents the need for alternative land uses in this area. The higher speeds (50 mph speed limit) and considerable traffic (over 24,000 average daily trips) present on Lake Pleasant Parkway adjacent to the site make it much less compatible with larger-lot single family residential.
8. It is staff's assessment that the proposed amendment creates for a logical extension of the Residential-Low Density land use category. Non-residential uses have been developed to the north and east of the site. Directly north of the site a Maricopa County Flood Control basin has been developed, and directly east across the future 102 Avenue right of way is the Pinnacle Peak Public Safety facility. In addition, this proposal will allow for a single-family development character that is similar to the existing developments to the south and west of the site. The proposed Residential-Low Density designation will support the

associated PAD amendment request and the continuation of orderly development through the Sunset Ranch single-family residential development.

Relevant General Plan Policies and Objectives

9. The applicant has identified goals and policies from the General Plan that support this request (Exhibit E).

Policy 2.1.A.1: Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth.

Policy 2.1.H.4: Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas.

Objective 2.1.M: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Objective 2.1.M.1: Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

Objective 2.1.N: Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 2.1.N.1: Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

Citizen Participation Plan - Neighborhood Meeting

10. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on January 8, 2013 at the City of Peoria Sunrise Mountain Library at 6:00 pm. Three property owners attended the meeting. Meeting attendees provided several comments regarding the proposed project, which have been addressed in the associated Rezoning case Z05-25A.4. There was no stated opposition to the General Plan Amendment at this meeting.

Public Notice

11. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division. As of the printing of this report, no support or opposition to this case has been received from the public.

Proposition 207

12. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

13. Based on the following findings:
- The amendment constitutes an overall improvement to the City's General Plan; and
 - The proposal provides for a land use category that will allow for a development of compatible scale and intensity as the adjacent residential areas; and
 - That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
 - The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
 - That the amendment will not adversely impact the community as a whole or a portion of the community by:
 - i. Significantly altering acceptable existing land use patterns,
 - ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
 - iii. Adversely impacting existing uses because of increased traffic on existing systems, or
 - iv. Affecting the livability of the area or the health and safety of the residents.

It is recommended that the Planning and Zoning Commission take the following action:

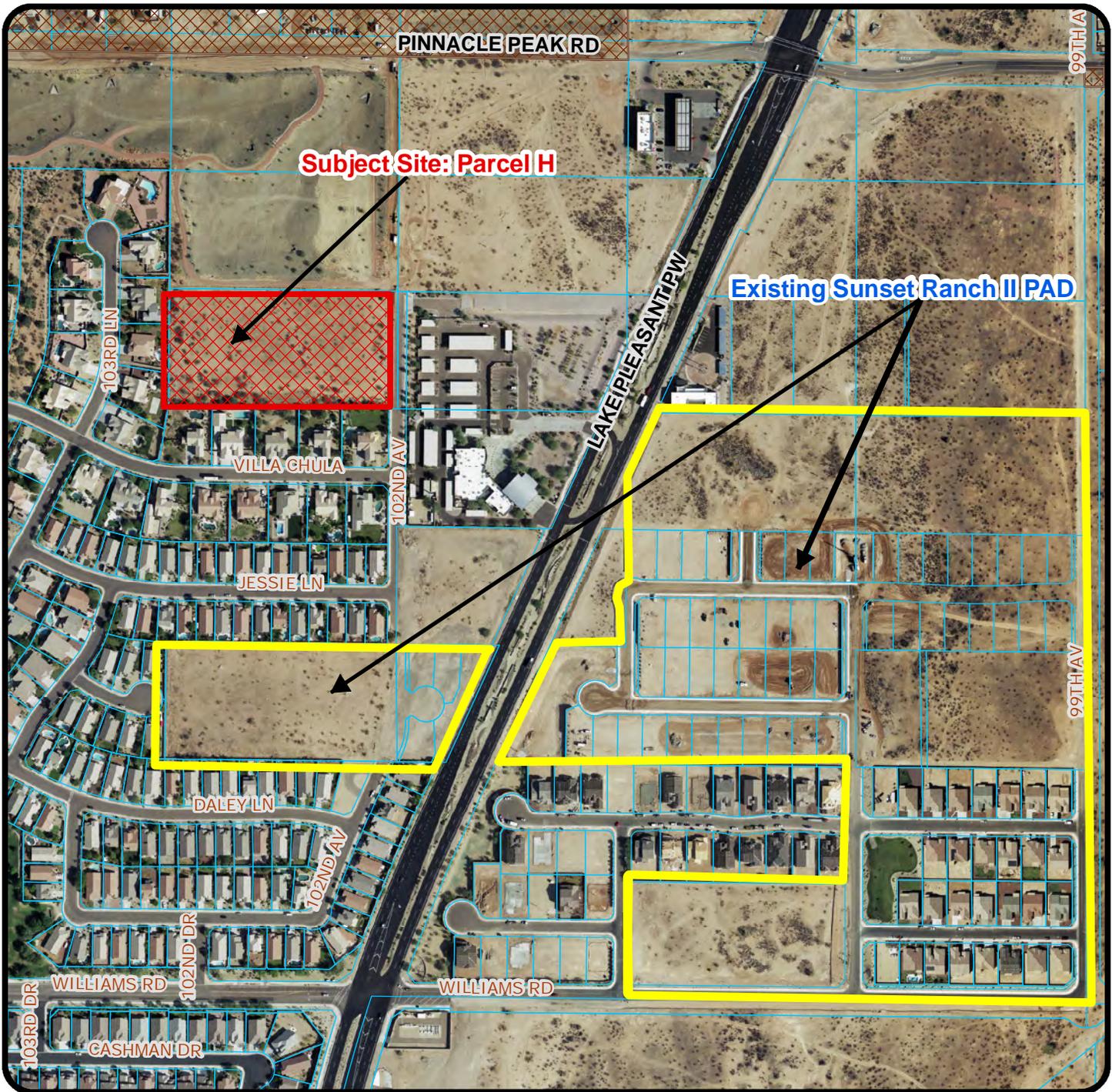
Recommend approval of Case GPA 12-0007 to the City Council.

Attachments:

Exhibit A	Vicinity/Context Map
Exhibit B	Existing General Plan Land Use Map
Exhibit C	Proposed Land Use Map
Exhibit D	Conceptual Development Plan
Exhibit E	Description and Justification for Request

Prepared by: Melissa Sigmund, AICP, LEED Green Associate
Planner

Vicinity/Location Map



GPA12-0007: Minor General Plan Amendment Sunset Ranch II

Exhibit A

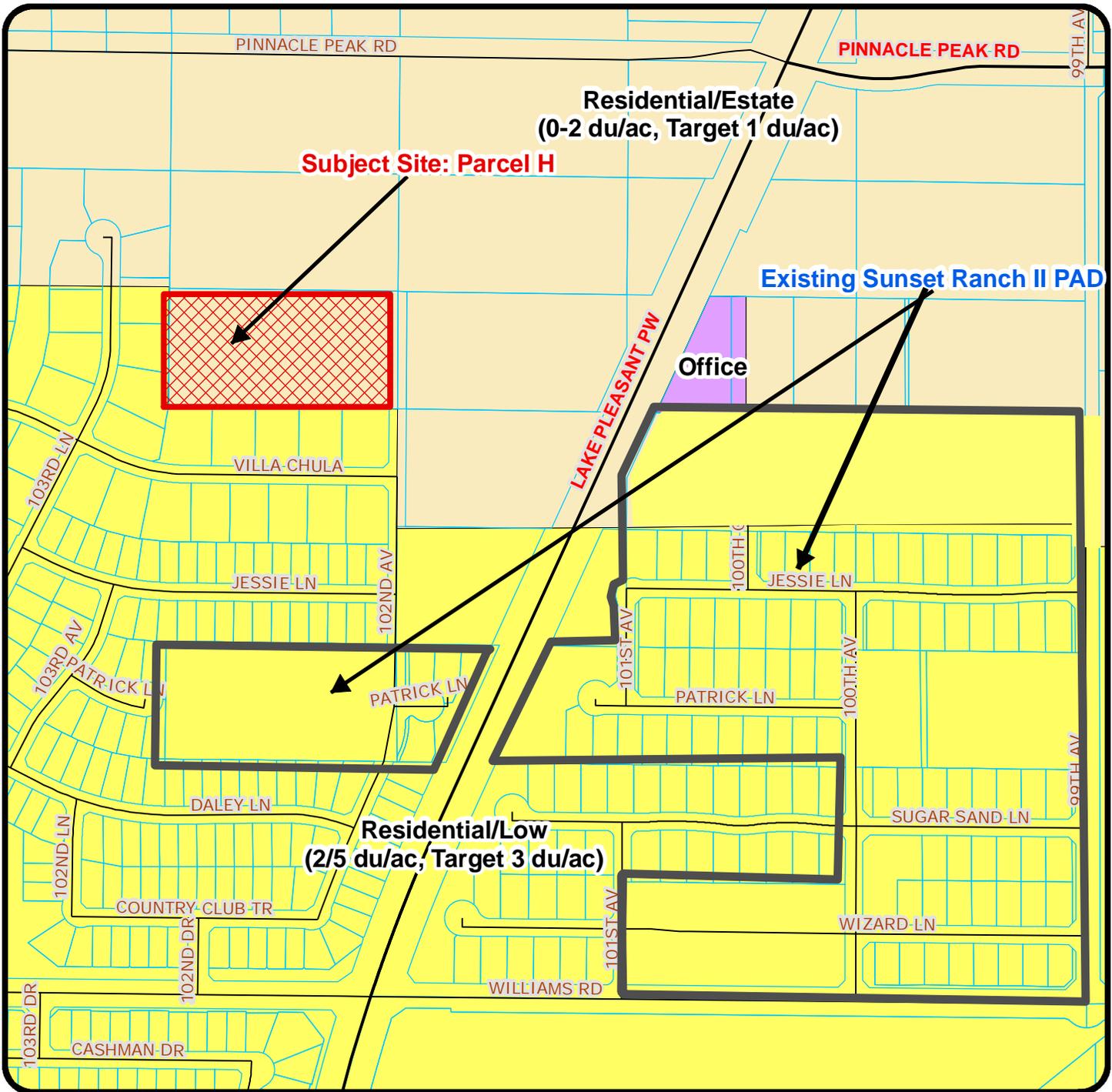
Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

Request: Minor amendment to the General Plan Land Use Map for 4.93 acres from Estate Density Residential to Low Density Residential



Not to Scale

Existing Land Use



GPA12-0007: Minor General Plan Amendment Sunset Ranch II

Exhibit B

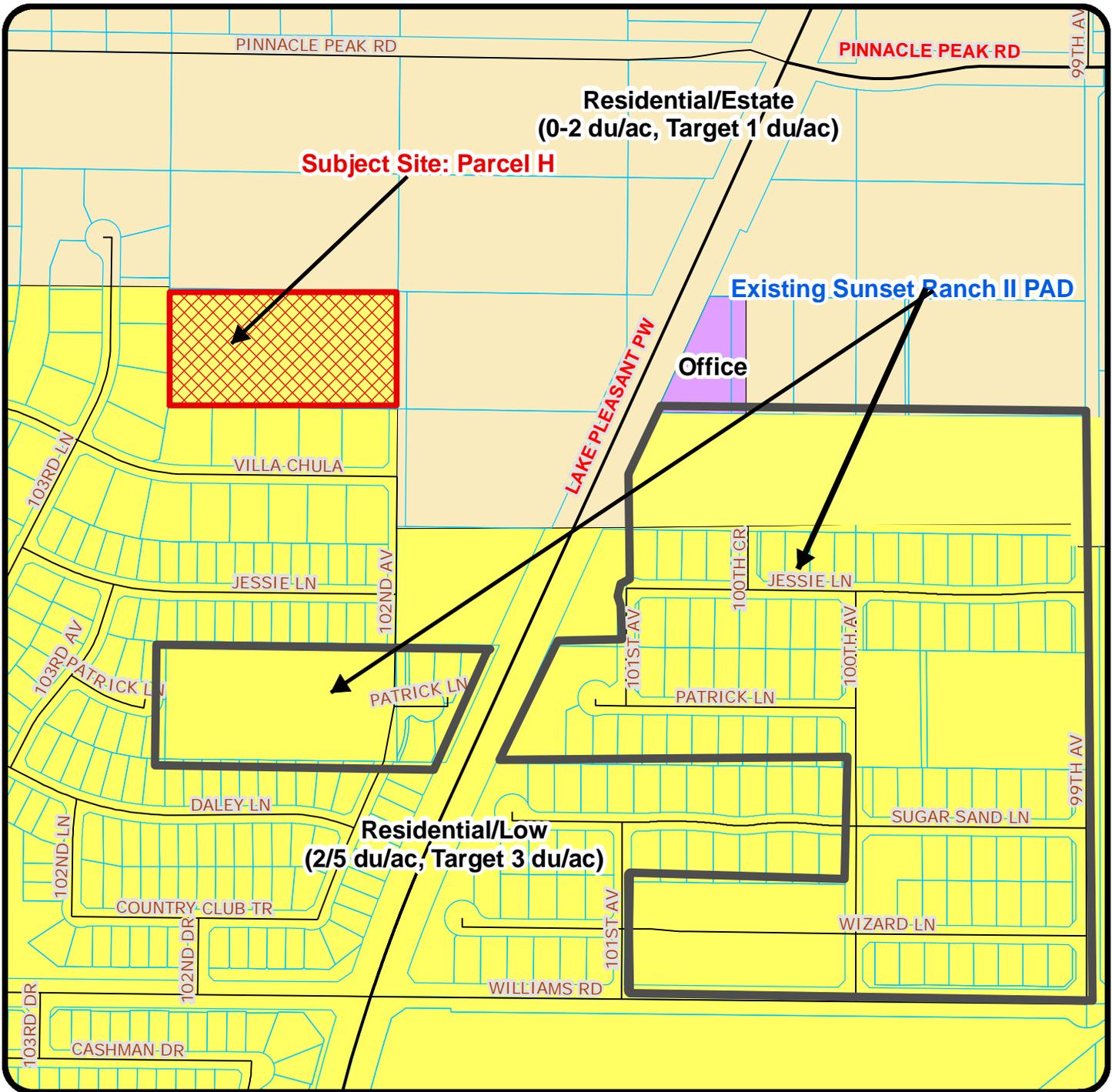
Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

Request: Minor amendment to the General Plan Land Use Map for 4.93 acres from Estate Density Residential to Low Density Residential



Not to Scale

Proposed Land Use



GPA12-0007: Minor General Plan Amendment Sunset Ranch II

Exhibit C

Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

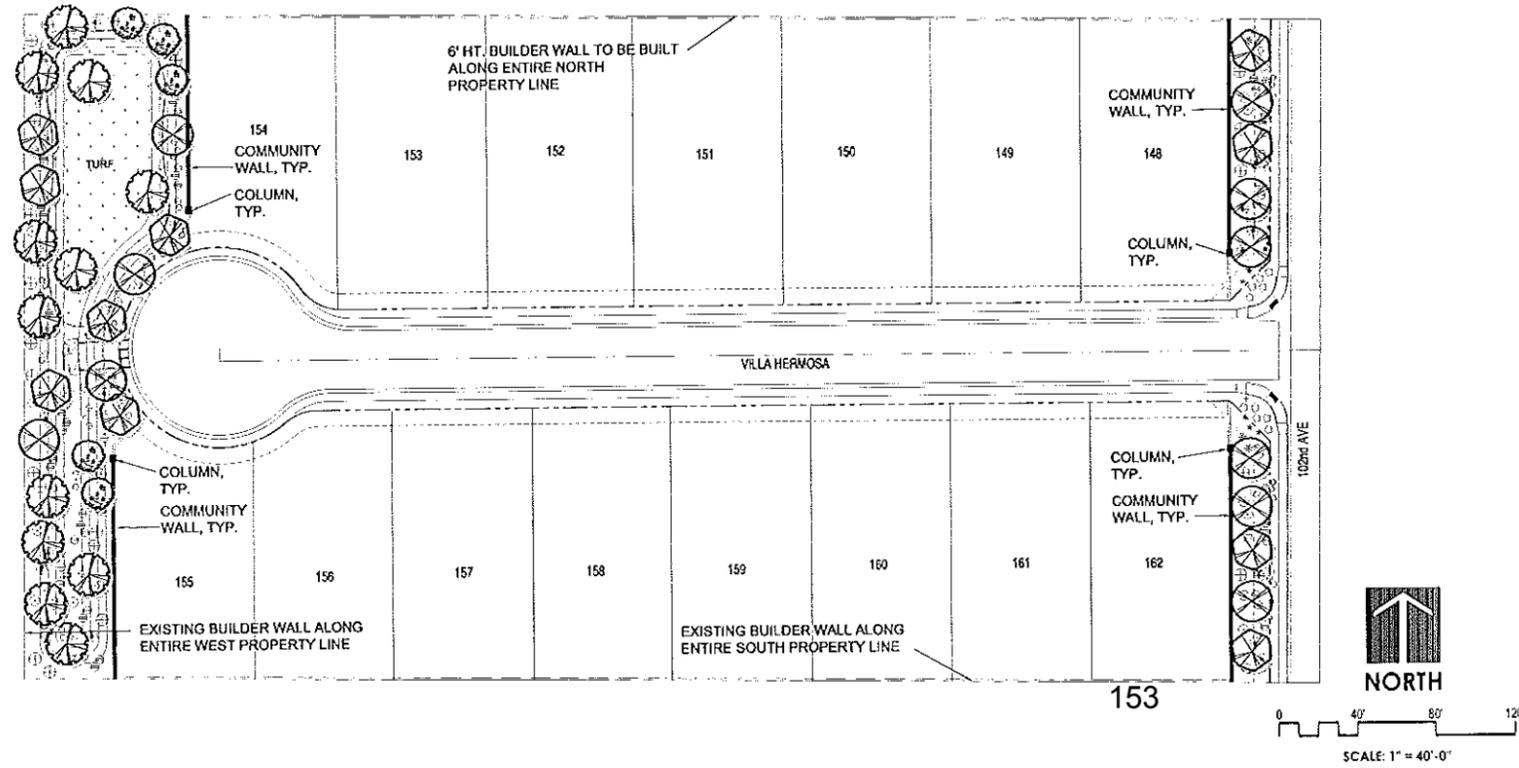
Request: Minor amendment to the General Plan Land Use Map for 4.93 acres from Estate Density Residential to Low Density Residential



Not to Scale

Conceptual Development Plan

EXHIBIT D



PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	ACACIA SAUCINA	WILLOW ACACIA	15 GAL.
	DALBERGIA SISSOO	SISSOO TREE	24" BOX
	PARKINSONIA PRAECOX	PALO BREA	15 GAL.
	PARKINSONIA PRAECOX	PALO BREA	24" BOX
SHRUBS			
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GAL.
	ENCLEIA FARINOSA	BRITTLEBUSH	5 GAL.
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD	5 GAL.
	MALEPHORA LUTEA	VALENTINE BUSH	5 GAL.
	RUPELLIA PENINSULARIS	BAJA RUELLIA	5 GAL.
ACCENTS			
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.
	AGAVE GEMNIFLORA	TWIN-FLOWERED AGAVE	5 GAL.
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.
GROUND COVER			
	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL.
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	1 GAL.
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	1 GAL.
	RUPELLIA BRITTONIANA 'KATIE'	KATIE RUELLIA	1 GAL.
	BERMUDA GRASS	HYDROSEED	
INERT GROUND COVER			
	DECOMPOSED GRANITE	MADISON GOLD	3/4" MINUS
	CONCRETE HEADER	6" WIDE	

PRELIMINARY LANDSCAPE NOTES

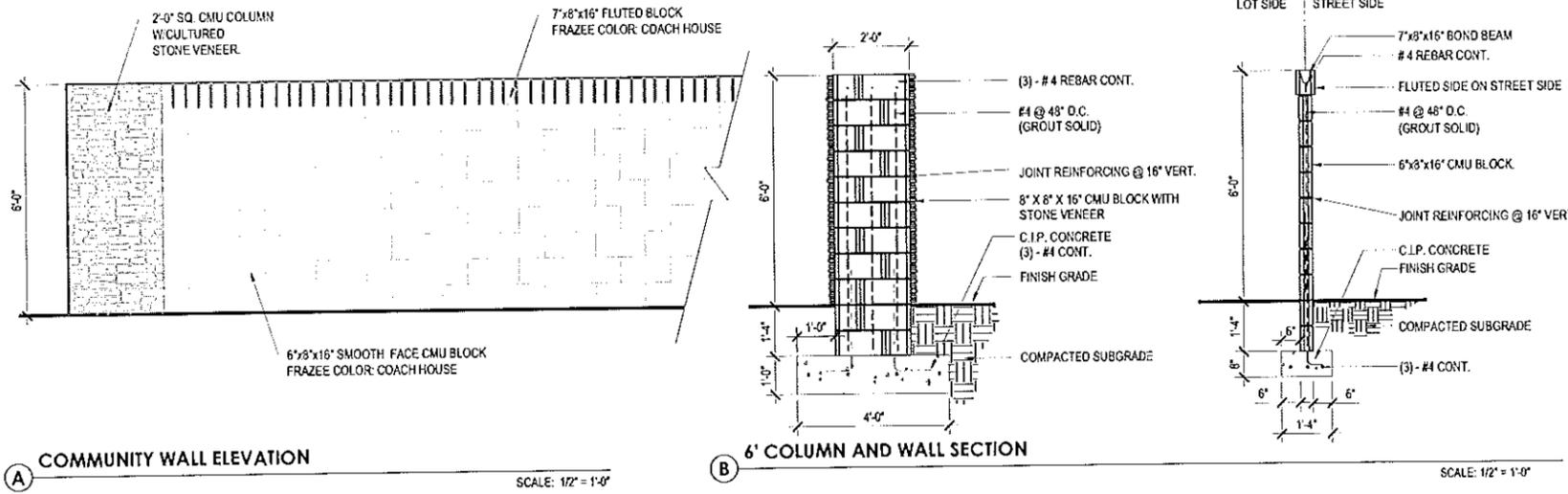
PLANTING
THE SITE WILL BE LANDSCAPED IN ACCORDANCE WITH THE CITY OF PEORIA STANDARDS. ALL TREES AND SHRUBS ARE TO BE STAKED AND PLANTED IN ACCORDANCE WITH THE ARIZONA NURSERY ASSOCIATION PUBLISHED STANDARDS.

SIZES OF TREES AND SHRUBS WILL CORRESPOND WITH REQUIREMENTS SET BY THE CITY OF PEORIA. ALL PLANTING AREAS WILL RECEIVE A 2" DEPTH OF DECOMPOSED GRANITE AND SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE.

IRRIGATION
THE IRRIGATION SYSTEM WILL CONSIST OF DRIP EMITTERS AND PRESSURE REGULATORS CONNECTED TO AUTOMATIC VALVES AND WILL BE TIED INTO AUTOMATIC CONTROLLERS AS REQUIRED. THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.

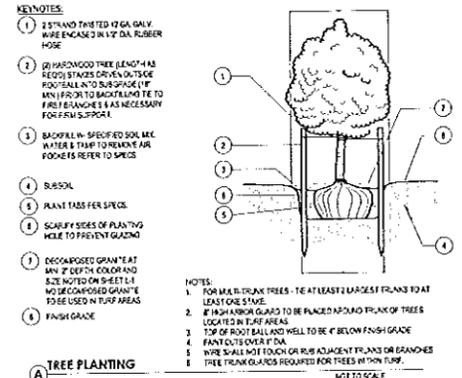
SINGLE-FAMILY PRELIMINARY PLANTING DATA SHEET

	REQUIRED	PROVIDED
A. ON-SITE LANDSCAPE AREAS [14-35-4-A.1]		
1. ADJACENT TO ARTERIAL STREETS (5 FEET)	NA	NA
2. ADJACENT TO COLLECTOR STREETS (5 FEET)	NA	NA
3. ADJACENT TO LOCAL STREETS (5 FEET)	2,720 SF	2,720 SF
**REQUIREMENT APPLIED ALONG LOT SIDE AND REAR FRONTAGE AREAS		
B. REQUIRED DRAINAGE RETENTION / DETENTION AREAS [14-35-4-A.2]	0 SF	0 SF
C. USEABLE OPEN SPACE AREAS [DESIGN REVIEW MANUAL 20-70-12.C. > 20 LOTS]		
1. LOTS LESS THAN 10,000 SQUARE FEET (9% OF GROSS PROJECT AREA)	19,313 SF	25,403 SF
2. LOTS 10,000 - 18,000 SQUARE FEET (7% OF GROSS PROJECT AREA)	NA	NA
3. LOTS GREATER THAN 18,000 SQUARE FEET (5% OF GROSS PROJECT AREA)	NA	NA
PLANT QUANTITIES		
STREET FRONTAGE LANDSCAPE AREAS [14-35-4-A.2]		
D. TREES 1 PER 25 LIN. FT. OF STREET FRONTAGE (8' OR 10' BUFFER + ROW) (WILLIAMS RD. 565')	15 TREES	15 TREES
E. SHRUBS 5 PER 25 LIN. FT. OF STREET FRONTAGE (8' OR 10' BUFFER + ROW)	75 SHRUBS	80 SHRUBS
DRAINAGE RETENTION / DETENTION + USEABLE OPEN SPACE AREAS [14-35-4-A.1]		
F. TREES 1 PER 1000 SQ. FT.	19 TREES	22 TREES
G. SHRUBS 5 PER 1000 SQ. FT.	55 SHRUBS	110 SHRUBS
NOTE: USEABLE OPEN SPACE AREAS MAY OCCUPY THE SAME AREAS AS DRAINAGE (E.G. APPROVED RETENTION BASINS)		
SPECIAL PLANTING REQUIREMENTS (PAD, ZONING, ETC)		
	NA	NA
TOTALS	REQUIRED	PROVIDED
TOTAL LANDSCAPE AREAS (A + B + C)	22,033 SF	28,123 SF
TOTAL USEABLE OPEN SPACE PERCENT	5%	11.63%
TOTAL TREES (D + F)	34 TREES	37 TREES
TOTAL 24" BOX TREES (50% OF TOTAL REQUIRED TREES)	17 TREES	23 TREES
TOTAL SHRUBS (E + G)	170 SHRUBS	190 SHRUBS

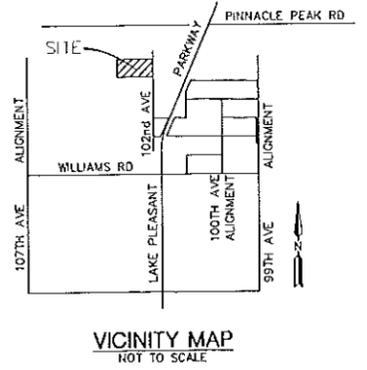


A COMMUNITY WALL ELEVATION
SCALE: 1/2" = 1'-0"

B 6" COLUMN AND WALL SECTION
SCALE: 1/2" = 1'-0"



- KEY NOTES:**
- 2 1/2" AND THINER 1/4" GALV. WIRE ENCASED IN 1/2" DIA. RUBBER HOSE
 - 2" HASONWOOD TREE (LENGTH 48" RECS) STAKES OR IN-TREE ROOTBALL INTO SUBSPACE (1" MIN. FROM TO BACKLAPPING TO FREE BRANCHES) IS NECESSARY FOR FIRM SUPPORT.
 - BACKFILL IN SPECIFIED SOIL MIX. WATER & TRAP TO REMOVE AIR. FODGERS REFER TO SPECS.
 - BUSK
 - PLANT TASS PER SPEC.
 - SCAFFY SIDES OF PLANTING HOLE TO PREVENT GLAZING
 - DECOMPOSED GRANITE AT MIN. 2" DEPTH COLOR AND SIZE NOTED ON SHEET. NO DECOMPOSED GRANITE TO BE USED IN TURF AREAS
 - FINISH GRADE
- NOTES:**
- FOR MULTI-TRUNK TREES - THE AT LEAST 2 LARGEST TRUNKS TO AT LEAST ONE STAKE.
 - IF HIGH WIND GUARD TO BE PLACED AROUND PLANK OF TREES LOCATED IN REAR AREAS.
 - TOP OF ROOT BALL AND WELL TO BE 4" BELOW FINISH GRADE.
 - PAINT OUTSIDE OF DIA.
 - WIRE SHALL NOT TOUCH OR RUB ADJACENT PLANKS OR BRANCHES.
 - TREE TRUNK GUARDS REQUIRED FOR TREES WITH THIN TRUNK.



VICINITY MAP
NOT TO SCALE

SITE DATA	
GROSS AREA:	214,593 S.F.
OPEN SPACE:	25,403 S.F.
OPEN SPACE:	11.83%

- GENERAL NOTES**
- TURF (LAWN) IS LIMITED TO A MAXIMUM OF 26% OF THE SITE AREA.
 - A DEVELOPMENT MAY SUBSTITUTE A 30" BOX OR LARGER TREE IN PLACE OF A 15 GALLON TREE AT A SUBSTITUTION RATE OF 1:5 TREES FOR EVERY REQUIRED (15) GALLON TREE.
 - ALL LANDSCAPED AREAS SHALL BE SUPPORTED BY AN AUTOMATIC IRRIGATION SYSTEM WHICH MAY BE SPRAY, FLOOD OR DRIP SYSTEM.
 - PLANT MATERIALS UTILIZED IN LANDSCAPED AREAS IN THE ROW MUST BE INCLUDED ON THE MOST RECENT EDITION OF THE PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST.
 - THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL AND MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY (LANDSCAPING WITHIN ROW WILL COUNT TOWARDS STREET FRONTAGE BUFFER PLANTING REQUIREMENTS).
 - A 3 FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT.
 - NO PLANTS SHALL BE INSTALLED THAT WILL ENCRUST WHEN MATURE.

PINNACLE DESIGN, INC.

1048 N. 44th Street
Suite 200 • Phoenix, AZ 85008
Off: (602) 952-6555 • Fax: 952-8909



Peoria, Az.

PRELIMINARY LANDSCAPE PLAN:

Sunset Ranch II- Parcel H

THIS EXHIBIT IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL CONSTRUCTION DOCUMENTS

Drawn By: EL
Job No: 12063
Date: 11.26.12
PL-1 of 1

PLOTTED: ELORODON ON 11/29/2012 AT 04:25 PM. THE DRAWING AND ANY ELECTRONIC TRANSMISSIONS OF SERVICE AND SHALL REMAIN THE PROPERTY OF PINNACLE DESIGN, INC. WHETHER THE PROJECT FOR WHICH THE DRAWING IS MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY THE OWNER OR OTHER PRODUCTS OR SERVICES OF THIS PROJECT EXCEPT BY WRITTEN AGREEMENT AND/OR APPROPRIATE PERMISSION TO PINNACLE DESIGN, INC. COPYRIGHT © 2012 PINNACLE DESIGN, INC.

SUNSET RANCH II, PARCEL H
DESCRIPTION AND JUSTIFICATION FOR REQUEST

1. *Provide a brief description and reason for the requested change.*

Sunset Ranch II, Parcel H is a 4.93-acre site subject to PAD zoning for single-family residential development and is located north of the northwest corner of Williams Road and Lake Pleasant Parkway in the City of Peoria (the "Property"). A Major PAD Amendment was secured in 2006 consistent with the Peoria General Plan allowing for Low Density Single Family Residential of 2 to 5 dwelling units per acre, with a target 3 du/ac for Parcels A through D, and then an amendment for Parcels E, F & G in July 2012. Parcel E is located at the northern most boundary and allows for Estate density with a range of 0-2 dwelling units per acre with a target density of 1 per acre. The overall density of the Sunset Ranch II development is 2.95 du/ac.

The original Minor PAD Amendment approval was obtained July 27, 2010 and an update in July 2012. Since that time, Parcels A and B have been fully developed. Parcels C and D are platted, engineered and development has commenced and Parcels E, F & G are in for plan review. The applicant has acquired an additional site, Parcel H, located west of Lake Pleasant Parkway and north of Sunset Ranch II, Parcel G, as illustrated in the attached exhibit, to include in the Property. As part of the General Plan amendment and Rezoning application, the project known as Sunset Ranch II, Parcel H (located on 102nd Avenue, parcel 200-10-043) will be incorporated into the overall Sunset Ranch II development. The Preliminary Plat for this project is being submitted concurrent with the GPA and PAD.

To provide an aesthetic composition and deliver a sense of continuity to the additional sites, the Applicant requests a Minor General Plan Amendment for Parcel H to add the sites to the exiting community.

- Minor General Plan Amendment - We request a minor amendment to the City of Peoria General Plan on one site located north of the northwest corner of Williams Road and Lake Pleasant. We request a land use designation revision on a 4.93-acre (APN 200-10-043) site from Residential Estate to Residential Low Density. See attached Existing and Proposed Land Use Exhibit.

We believe that the requested Minor GPA permitting a Residential Low Density land use designation will provide an appropriate use of the site in relation to the surrounding residential uses to the west and south. Other properties to the immediate north of the Property remain vacant land zoned AG.

2. *If map amendment, indicate the existing and the proposed General Plan Land Use designation(s).*

This is a request for minor amendment to the General Plan Land Use Map from:
Existing General Plan Land Use Designation: Estate Residential
Proposed General Plan Land Use Designation: Residential Low Density.

3. *In what way does the existing plan inadequately provide suitable alternatives to this request.*

Parcel H is bound by land zoned PAD to the west and south and by vacant land zoned AG north, which is owned by the Flood Control District of Maricopa County and is used for retention. The Estate Residential Land Use classification permits 0 – 2.0 dwelling units per acre with a target density of 1.0 dwelling units per acre. Evaluation by applicant of the current General Plan designation shows that the best use of the Property is a low density single family residential designation to be compatible with surrounding land uses and the general character of residential development in the area. This is further validated by the continued market demand for the product offered within Sunset Ranch II community. These elements illustrate that the best use of Parcel H is single family residential governed by the Sunset Ranch PAD with an R1-8 zoning standard.

4. *How will this amendment affect the property values and neighborhood stability? Provide supporting and/or case studies.*

The Minor General Plan Amendment and Major PAD Amendment will provide an aesthetic composition and deliver a sense of continuity to Parcel H that would otherwise remain undeveloped for an indefinite period of time. The development of the Parcel H will provide a sense of completion to the Sunset Ranch II community while affording a cohesive thematic composition previously not offered by the independent exclusive development of land parcels. Development will also provide consistent maintenance of the site through annexation into the Sunset Ranch II Association versus dormant land.

5. *How will this amendment contribute to compatible neighborhood patterns. Provide supporting data.*

As previously noted, development of Parcel H under the Sunset Ranch II PAD landscaping standards, building setbacks and lot sizing in conformance with the Minor General Plan Amendment further enhances compatible uses. Completion of the internal community and adjacent roadway system contributes and completes the neighborhood pattern. The proposed Residential Low Density land use designation is the most appropriate considering the surrounding land uses.

6. *How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide supporting data.*

Applicant supports as a self-evident proposition that the tax benefit of single family residential on Parcel H relative to vacant land undesirable for development as stand-alone or Residential Estate is captured both in terms of property valuation and generation of property tax thereafter. Applicant further submits that additional residential in proximity to the Camino a Lago Marketplace shopping center will provide potential sales tax revenue generated from proximity shopping.

7. *How will this amendment contribute to the City's goal of achieving balanced housing, shopping, employment and recreational opportunities?*

This area is developed primarily with single-family residential and office/public usages east and west along Lake Pleasant Parkway. Applicant proposes the mechanism to complete the residential development which is adjacent to the Sunset Ranch II community; thereby achieving a cohesive balance of single family residential to this infill parcel. The proposed development will have its own open space areas and

means of maintenance through the community association thus mitigating the impacts on City recreational open spaces.

8. *How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater and street system.*

Adequate water and wastewater infrastructure is available to provide service the site. Onsite extension of services will be provided with the development. Access is provided from Williams Road and 102nd Avenue. West half street improvements to 102nd Avenue will be completed with the development.

9. *How will this amendment affect the ability of the school district to accommodate the children? Indicate the specific schools to be attended and provide attendance and other data reflecting impacts to the specified schools, and district comments.*

The development is located within the Peoria Unified School District (the "District"). The original developers for Sunset Ranch II entered into a Developer Assistance Agreement with the District. Students within this development east of Lake Pleasant parkway will attend Parkridge Elementary School, and Liberty High School. Students west of Lake Pleasant Parkway will attend Zuni Hills Elementary School. Voluntary contributions are made on a per lot basis to support educational facilities in the Parkridge Elementary service area. The Applicant has contacted Christian Williams at the District to provide increased density information. It is anticipated that contributions attributed to the Additional Property contemplated in the Minor General Plan Amendment and Major PAD Amendment will be captured by a developer donation agreement which will run with the Sunset Ranch II community that mirrors the existing agreement.

10. *Specifically, what elements, Goals, Objectives, and Policies of the General Plan will be affected?*

Below are Objectives and Policies of the General Plan that are supported by the proposed amendment:

Policy 2.1.A.1 Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth

Policy 2.1.H.4 Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools and shopping areas.

Objective 2.1.M Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Policy 2.1.M.1 Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

Objective 2.1.N Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 2.1.N.1 Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

11. *How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?*

The amendment will afford an overall improvement to the General Plan by providing an appropriate transitional land use while delivering an aesthetic composition and true sense of continuity to the site that currently is left as a stand-alone small out-parcel with small likelihood for development otherwise. The proposed high quality development will provide solidification of currently undeveloped outparcels bringing an increased tax base while encouraging continued commercial growth in the surrounding area. The current estate residential zoning on the site is not the best use of the property predicated on the immediate northern usages and independent development is unlikely.

RESOLUTION NO. 2013-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding amendment number GPA12-0007, on March 7, 2013; and

WHEREAS, after such public hearing and consideration of GPA12-0007, the Peoria Planning and Zoning Commission recommended adoption of GPA12-0007 on March 7, 2013, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said case number GPA12-0007 was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of April 23, 2013; and

WHEREAS, after notice in the manner and form provided by law, a public hearing regarding case number GPA 12-0007 was held by the City Council on April 23 2013, as required by A.R.S. 9-461.06; and

WHEREAS, after due and proper consideration of such GPA 12-0007, the Mayor and Council of the City of Peoria, Arizona have found that GPA 12-0007 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AS FOLLOWS:

Section 1. Amendments to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA12-0007, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibits A and B.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 23rd day of April, 2013.

Bob Barrett, Mayor

Date Signed _____

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

EXHIBIT A

LEGAL DESCRIPTION SUNSET RANCH PARCEL H

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDI AN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 25.00 FEET THEREOF AS DESCRIBED IN DOCKET 3362, PAGE 406, RECORDS OF MARICOPA COUNTY.

MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17 BEING A CITY OF PEORIA BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER THEREOF BEARS SOUTH 00°08'38" EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°8'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 658.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 17;

THENCE NORTH 89°11'17" WEST, ALONG SAID NORTH LINE A DISTANCE OF 1971.57 FEET TO A POINT ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°22'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

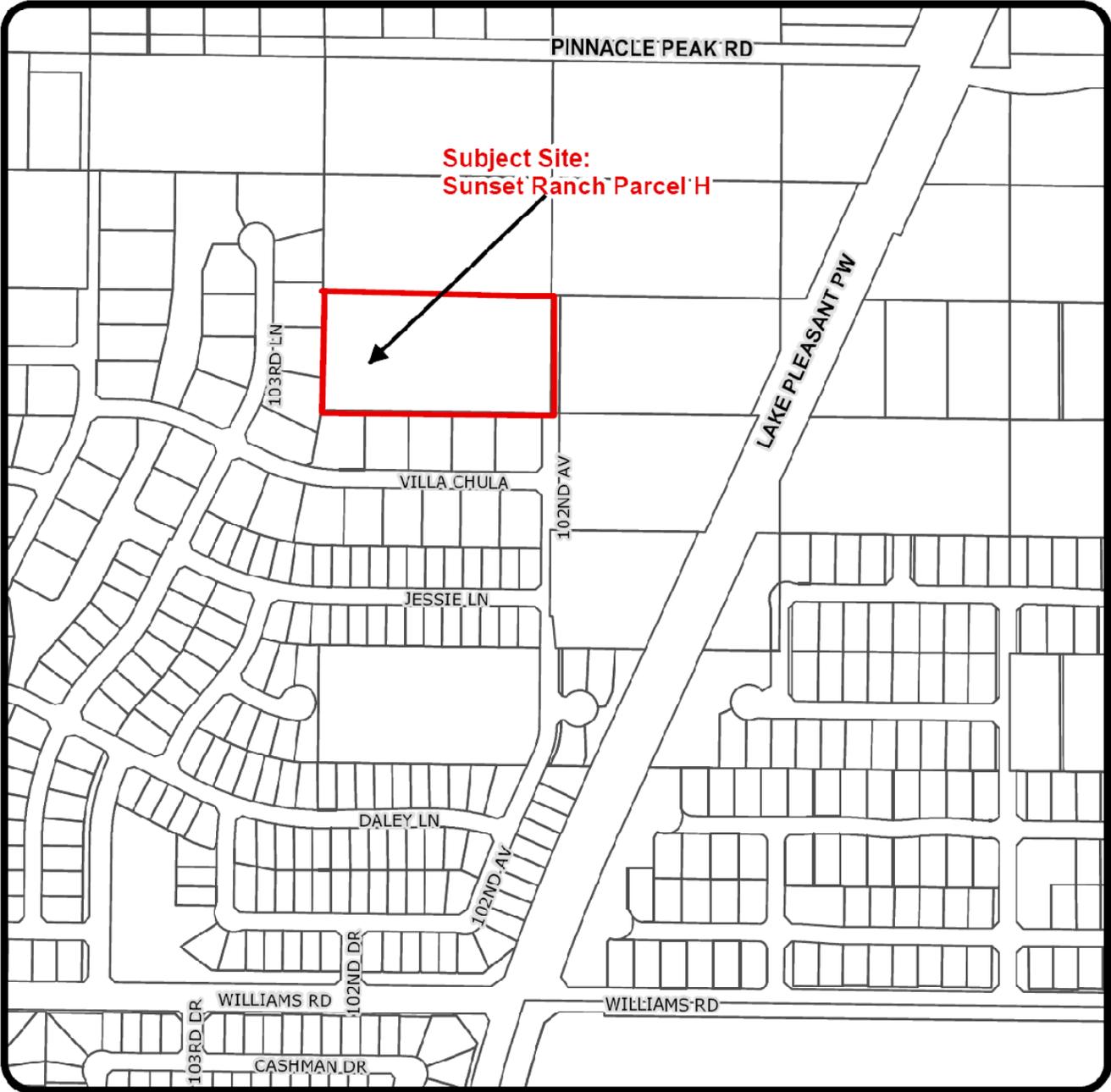
THENCE NORTH 89°13'20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 624.85 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 00°33'11" EAST, ALONG SAID WEST LINE, A DISTANCE OF 330.67 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 89°11'17" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 623.85 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 206,334 SQUARE FEET OR 4.7368 ACRES, MORE OR LESS

EXHIBIT B



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: March 19, 2013

Council Meeting Date: April 23, 2013

TO: Carl Swenson, City Manager
FROM: Chris Jacques, AICP, Planning and Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: Z05-25A.4 Sunset Ranch II

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a Major Planned Area Development (PAD) amendment to add 4.93 acres of land to the Sunset Ranch II PAD, rezoning the 4.93 acres from General Agricultural (AG) to Sunset Ranch II Planned Area Development (PAD) in order to facilitate the addition of 15 residential lots into the existing development.

Background/Summary:

Sunset Ranch II is an existing single family residential Planned Area Development consisting of 156 lots, on approximately 53 acres spread over an assemblage of several parcels. The project is located north of Williams Road, extending to both the east and west sides of Lake Pleasant Parkway.

The request is for an amendment to the Sunset Ranch II Planned Area Development to accommodate an additional 4.93 acre property referred to as "Parcel H". The addition of this parcel would bring the overall project size to approximately 58 acres. The total lot count will increase to 171 with an overall project density of 2.95 du/ac. The average lot sizes will range between 8,000 and 10,000 square feet. Parcel H will have an average lot size of 9,912 square feet. There are two companion applications to this case, GPA12-0007, which is a request to change the underlying land use category from Residential-Estate (0-2 du/ac, target of 1 du/ac) to Residential-Low (2-5 du/ac, target of 3 du/ac), and P13-0007, a Preliminary Plat application for the new parcel.

The original rezoning from General Agricultural to Planned Area Development for Sunset Ranch II occurred in 2006 with an entitlement of 86 lots and density of 2.6 du/ac. There were three subsequent amendments to the PAD that increased the land area covered by the PAD, and in turn increased the overall lot count to 156. Changes were also made to internal circulation patterns and lot depths. The development standards for the proposed Parcel H addition will

mirror the standards of the existing project with a lot width of 70 feet and an average lot size of nearly 10,000 square feet.

As with all General Plan Amendments and Rezones, a citizen participation component is required. The applicant held a neighborhood meeting in January with 3 residents in attendance. Several comments/concerns were raised during the meeting: the increase in traffic speed and volume on 102nd Avenue, use of the Ironwood HOA park by residents of Parcel H, and the allowance of RV parking on the new home lots. The applicant has addressed these concerns, which are outlined in the staff report to the Planning and Zoning Commission.

It is staff's assessment that the proposed major PAD amendment creates an appropriate extension and continuation of the well planned Sunset Ranch II single family residential development. This amendment will allow development in the area to continue in a cohesive pattern. The expansion of Sunset Ranch II is appropriate to the character of the surrounding area and the density of 2.95 du/ac is in conformance (subject to the approval of GPA12-0007) with the underlying Residential-Low land use designation.

Previous Actions:

This amendment has been subject to the City's Major Amendment process for Planned Area Developments. A public hearing was held for this item at the March 7, 2013 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request. A public hearing was held at the same meeting for the related minor General Plan Amendment (GPA 12-0007) for the 4.93 acre property in question.

Options:

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's March 7, 2013 recommendation (5-0) to approve Case Z05-25A.4.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the associated Preliminary Plat application (P13-0007) can be approved by staff once all revisional comments are addressed.

Exhibit(s):

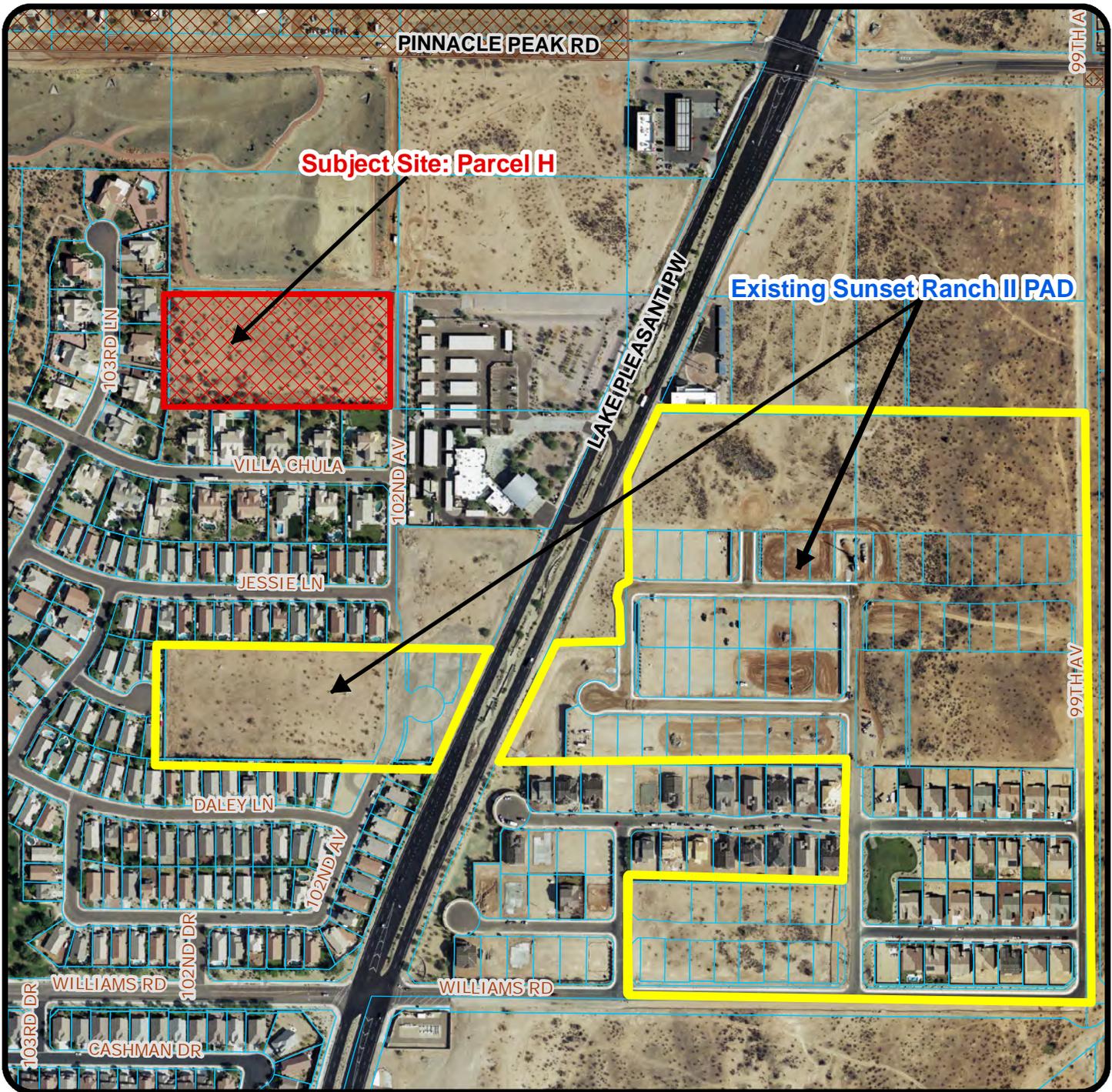
Exhibit 1: Vicinity Map

Exhibit 2: March 7, 2013 Planning and Zoning Commission Staff Report with Exhibits

Exhibit 3: Draft Ordinance

Contact Name and Number: Melissa Sigmund, AICP, Planner, x7603

Vicinity/Location Map



Z05-25A.4 Sunset Ranch II

Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

Request: Amend the Sunset Ranch II Planned Area Development (PAD) to incorporate Parcel H, a 4.93 acre property, and allow for the development of 15 single family lots

Exhibit 1



Not to Scale



REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 05-25A.4
DATE: March 7, 2013
AGENDA ITEM: 5R

Applicant: Bowman Consulting Group for Woodside Encore at Sunset Ranch, LLC

Request: A Major Amendment to the Sunset Ranch II Planned Area Development to incorporate the addition of approximately 4.93 acres of new development area.

Proposed Development Expansion of Sunset Ranch II: The conceptual development plan proposes an additional 15 residential lots to be incorporated into the existing 156 lot Sunset Ranch 2 development.

Location: The property is located north and west of the northwest corner of Lake Pleasant Parkway and Williams Road.

Site Acreage 4.93 acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal.

Recommendation: Recommend approval of case Z 05-25A.4 to the City Council

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Residential-Estate Density	AG, General Agriculture
North	Flood control basin	Residential-Estate Density	AG, General Agriculture
South	Ironwood Subdivision – single family residential	Residential-Low Density	Planned Area Development (PAD)-Single Family Residential
East	Pinnacle Peak Public Safety	Residential-Low Density	AG, General Agriculture
West	Ironwood Subdivision – single family residential	Residential-Low Density	Planned Area Development (PAD)-Single Family Residential

PROJECT DESCRIPTION

Site and Project Details

1. Sunset Ranch 2 is an existing single family residential Planned Area Development consisting of 156 lots, on approximately 53 acres spread over an assemblage of several parcels. The project is located north of Williams Road, extending to both the east and west sides of Lake Pleasant Parkway.
2. The request is for an amendment to the Sunset Ranch 2 Planned Area Development to accommodate an additional 4.93 acre property referred to as "Parcel H". The addition of this parcel would bring the overall project size to approximately 58 acres. The total lot count will increase to 171 with an overall project density of 2.95 du/ac. The average lot sizes will range between 8,000 and 10,000 square feet. Parcel H will have an average lot size of 9,912 square feet.
3. There is a companion General Plan Amendment application (GPA12-0007) for this project. The GPA request is to change the underlying land use category from Residential-Estate (0-2 du/ac, target of 1 du/ac) to Residential-Low (2-5 du/ac, target of 3 du/ac).

LAND USE BACKGROUND

Subject Site

4. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as AG Zoning.

Sunset Ranch II Planned Area Development

Rezoning (Case Z 05-13: Umbria Estates)

5. On December 13, 2005, the City Council approved the rezoning for Umbria Estate from General Agricultural (AG) to R1-6 Single Family Residential. This rezoning allowed for up to 16 residential lots to be placed on the 4.95 acre site.

Rezoning (Case Z05-25)

6. On February 7, 2006, the City Council approved the rezoning for Sunset Ranch II from General Agricultural (AG) to PAD. This PAD established guidelines to develop an 86-lot single-family residential development on 33 acres.

Rezoning (Case Z05-25A.1)

7. On February 6, 2007, the City Council approved a major amendment to the Sunset Ranch II PAD to increase the lot count from 86 to 88 lots and to make minor modifications to the internal circulation pattern.

Rezoning (Case Z05-25A.2)

8. On July 27, 2010, Planning Staff administratively approved a Minor PAD amendment modifying the lot depths for eight lots along Williams Road (Parcel B) to accommodate rear wall undulations and street frontage landscaping.

Rezoning (Case Z05-25A.3)

9. On October 23, 2012, the City Council approved a major amendment to the Sunset Ranch II PAD to add 5 additional parcels, including Umbria Estates, totaling 19.72 acres, and increasing the total lot count from 88 to 156.

DISCUSSION AND ANALYSIS

General Plan Land Use Designation

10. At this time, the rezoning request does not conform to the existing General Plan Land Use designation of Residential-Estate, hence the companion Minor General Plan Amendment request (Case GPA12-0007). In the aforementioned case, staff provided an analysis of the request (please refer to Staff Report). Staff recommended that the Planning & Zoning Commission issue a recommendation of approval to the City Council on the basis of the findings identified below:

The request is to change the land use designation for the site from Residential-Estate (0-2 du/ac, target density of 1 du/ac) to Residential-Low (2-5 du/ac, target density of 3 du/ac). The Residential-Low category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. This category will allow for an extension of the existing Sunset Ranch 2 development pattern and character to occur, while maintaining a density of 2.95, which is below the target of 3 du/ac for the Residential-Low category.

Sunset Ranch II PAD Development Standards Exhibit F

11. The applicant is seeking to rezone and incorporate the newly acquired parcel into the Sunset Ranch II Planned Area Development. The existing PAD standards for Parcels A-G are based on the R1-8 Single Family standards, while the development standards for Umbria Estates are based on the R1-6 Single Family standards. Parcel H will continue the character and themes already established in the PAD and will follow very similar development standards to Parcels A-G. The key development standards are represented in the table that follows:

Development Standards Comparison

Development Standard	Umbria Estates	Parcels 2-7, E, F, & G	Parcel H
Average Lot Size	8,056 Sq. Ft.	10,074 Sq. Ft.	9,912 Sq.Ft.
Minimum Lot Size	6,000 Sq. Ft.	8,000 Sq. Ft.	8,000 Sq. Ft.
Minimum Lot Width	70'	70'	70'
Minimum Lot Depth	112'	125' (117' on Lots 1-8)	115'
Minimum Front Yard Setback	<ul style="list-style-type: none"> • 18' to living and 20' to face of garage from back of sidewalk to front face of garage door. Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more 60% of the total front-facing elevation occurs at the 10-foot setback. • 10' to side entry garage. Not more than 60% of the total front-facing elevation shall occur at the 10-foot setback. • 20' front setback may be decreased to 10' at cul-de-sac and knuckle lots. 		
Minimum Rear Setback	15'	15'	15'
Minimum Side Setback	5'	5'	5'
Total Side Setback	15'	15'	15'
Corner Lot, Street Side Setback	Minimum 10'. If a 10-foot tract is adjacent, the lot shall be considered an interior lot with minimum side setback of 5-feet		
Maximum Structure Height	30'	30'	30'
Maximum % Lot Coverage	45%	45%	45%
Number of Lots	14	142	15
Du/Ac (Gross)	2.84	2.67	3.04 du/ac

Citizen Participation Plan - Neighborhood Meeting

12. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on January 8, 2013 at the City of Peoria Sunrise Mountain Library at 6:00 pm. Three property owners attended the meeting. Meeting attendees provided several comments regarding the proposed project. Their major comments are summarized and addressed (responses are in italics) below:

- Concerns that the proposed development will increase traffic [volume/speed] on 102nd Avenue which goes through the existing Ironwood Subdivision:
 - i. Staff Response: The applicant has indicated that the updated traffic analysis shows no overload to existing streets will occur. The average traffic speed from recent measurements performed by the City in late 2012 indicated an average traffic speed of 27.5 mph. If at anytime the average speed increases to over 30 mph, the residents may explore the option of requesting the City install speed humps on 102nd as part of the Neighborhood Traffic Management Program.*
- Concerns that homeowners in the Parcel H will use the Ironwood subdivision's HOA-controlled park:
 - i. Staff Response: Parcel H will exceed the City's useable open space requirements (over 11% of the project area, versus 9% required). Turf grass covered space with tree-lined banks will provide area for active and passive recreation. There is also a 10+ acre City Park at the southeast corner of 107th Avenue and Williams Road with facilities that include both basketball and tennis courts, which is approximately ¾ mile from the development.*
- Concerns regarding RV storage on lots in the proposed development. CC&R's in Ironwood prohibit RV's from being stored on the lots.
 - i. Staff Response: The developer has not agreed to restrict the storage of RV's, nor will staff be requesting this as a condition of approval. City code currently permits RV's to be stored on residential lots as long as they are behind a screen wall and/or gate. The proposed 70' minimum lot width is large enough to adequately accommodate RV's on the side yards. The developer has indicated that they have received no complaints to date and that any neighboring property owners are welcome to visit the existing areas of the Sunset Ranch II, where RV's are also allowed to gain a sense of the expected appearance of the proposed development.*

13. Outside of the concerns of those present at the meeting, there was no stated opposition to the rezoning application. Further details of the meeting and the applicant's responses are included in Exhibit E – Citizen Participation Report.

Staff Analysis

14. It is staff's assessment that the proposed major PAD amendment creates an appropriate extension and continuation of the existing Sunset Ranch 2 single-family residential development. This amendment will allow development in the area to continue in a cohesive pattern. The expansion of Sunset Ranch 2 is appropriate to character of the surrounding area and the density of 2.94 du/ac is in conformance, subject to the approval of GPA12-0007, with the underlying Residential-Low land use designation.

City Review

15. This request has been reviewed and commented on through the City's standard rezoning application review process and has been approved by the Planning Division, Site Development / Engineering, and Fire Safety with conditions as provided in the *Conditions of Approval* portion this report.

Peoria Unified School District

16. This development lies within the boundaries of the Peoria Unified School District (PUSD). The Developer and the District have reached an agreement concerning developer assistance to the district and this agreement is scheduled to be heard by the Governing Board at their upcoming meeting. As such, the School District has provided a letter in support of this project.

Public Notice

17. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

18. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

19. Based on the following findings:
 - The development character and density is compatible with adjacent development; and
 - The proposal will continue the established theme of the existing Planned Area Development and continue a cohesive development pattern; and
 - The PAD benefits the public interest by promoting a development framework that maximizes compatibility, provides appropriate land use transition and reduces the potential for conflicts.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Case Z05-25A.4, subject to the following conditions:

1. The development shall conform in all material respects to the "Sunset Ranch II" Planned Area Development Standards and Guidelines Report, (case Z05-25A.4) dated 04/10/13.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z05-25 (*Sunset Ranch II PAD*)

- and the subsequent amendments (Z05-25A.1, Z05-25A.2, and Z05-25A.3). Those conditions shall remain in force for the PAD.
3. The site falls along the border of water pressure zones 3E and 4E. As such a water valve will be needed at the tie into the existing water stub out at the south end of 102nd avenue (valve to be placed out of street behind the west back of curb) Valve will remain in closed position until a future Pressure Reducing Valve is installed. The main line within the onsite Cul-de-sac will need to have an automatic water flushing mechanism and meter due to the long length of dead end line.
 4. All Civil Improvement plans shall comply with the City of Peoria Infrastructure Design Guidelines.
 5. A Final Drainage Report shall be submitted with the Preliminary Plat application. Retention must be provided for the 100-year, 2-hour storm event.
 6. The Final Drainage Report shall conform to the Area Drainage Master Plan.
 7. If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
 8. On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves.
 9. The Developer is required to submit water and sewer analysis for the entire site, and necessary documentation required for issuance of the Agreement to Serve letter to Maricopa County.
 10. The Developer is required to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
 11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the Civil Improvement plans. The streetlights shall also be indicated on the paving or grading plan.
 12. The Developer will be responsible for undergrounding any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
 13. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
 14. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision. A SLID Assessment Diagram will be required as part of the Final Plat submittal
 15. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
 16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of the paving permit. The City will determine the amount at the time of permit issuance.
 17. Pavement sections shall be verified by the project soils report. The Developer will be responsible for replacing all pavement adjacent to the development to the monument line unless, it can demonstrated that the existing pavement meets the City of Peoria's requirements.

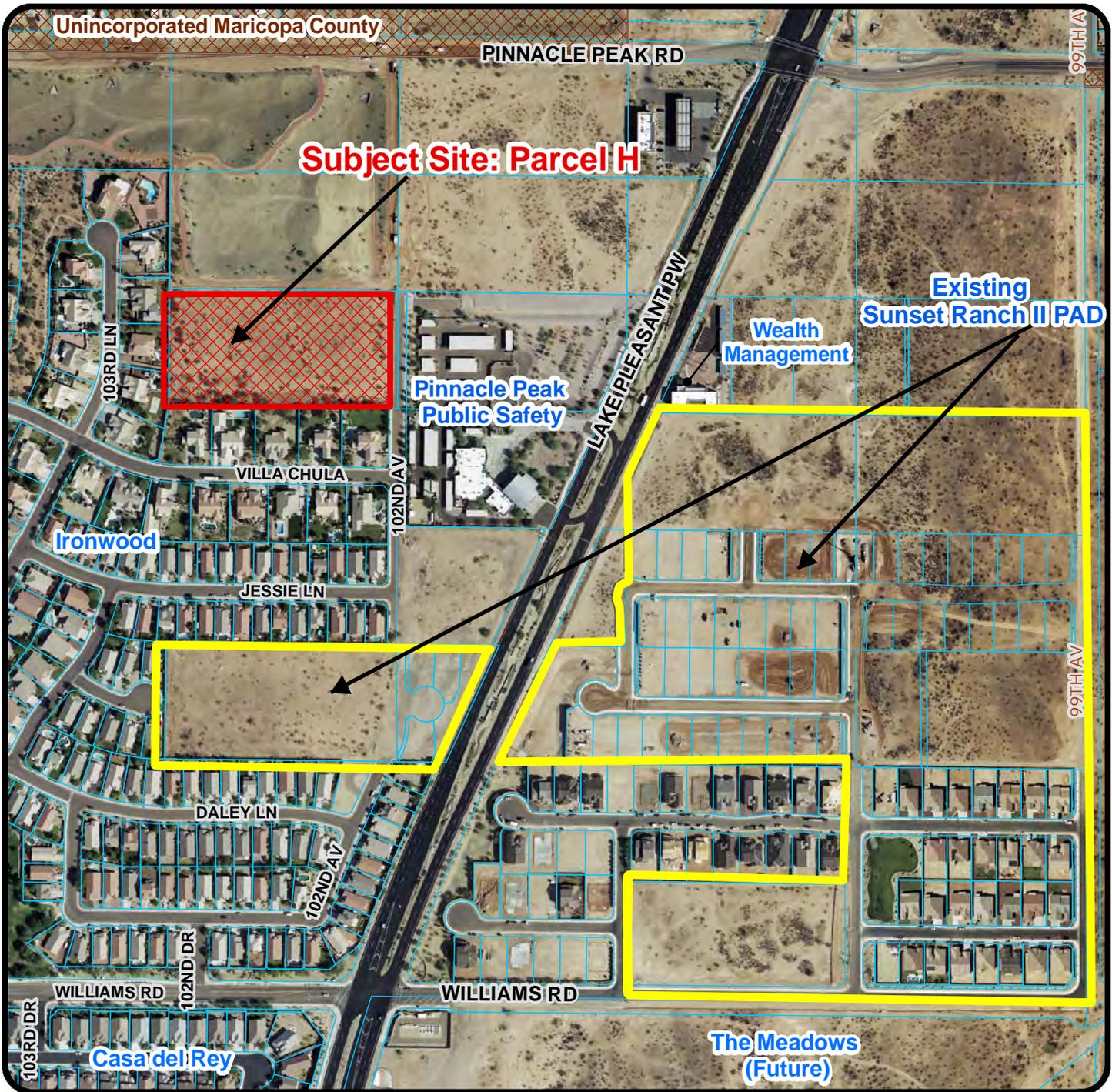
18. The Developer is responsible for verifying visibility and sight distance triangles for intersections, driveways, and grade separations.
19. The Development shall comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the Civil Improvement Plans in accordance with the SWPPP checklist.
20. The Developer shall dedicate half-street ROW on 102nd Avenue (25-foot) along the frontage of the project.
21. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE.
22. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
23. Prior to Final Plat recordation, the applicant shall obtain approval of final grading, drainage, utilities, and paving plans in conjunction with a Final Drainage Report and Final TIA. These final plans and reports shall be in conformance with the approved preliminary plans and report. The Final Plat shall be submitted with the first submittal of the improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
24. All subdivisions shall submit a local street signing plan with the first submittal of the improvement plans.
25. A signing and striping plan for off-site improvements is required for this project and must be submitted with the first submittal of the Civil Improvement plans.

Attachments:

Exhibit A	Vicinity/Context Map
Exhibit B	Proposed Land Use Map (GPA12-0006)
Exhibit C	Zoning Map
Exhibit D	Conceptual Development Plan (for reference)
Exhibit E	Citizen Participation Report
Exhibit F	Sunset Ranch II PAD Standards and Guidelines Report

Prepared by: Melissa Sigmund, AICP
Planner

Vicinity/Location Map



Z05-25A.4 Sunset Ranch II

Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

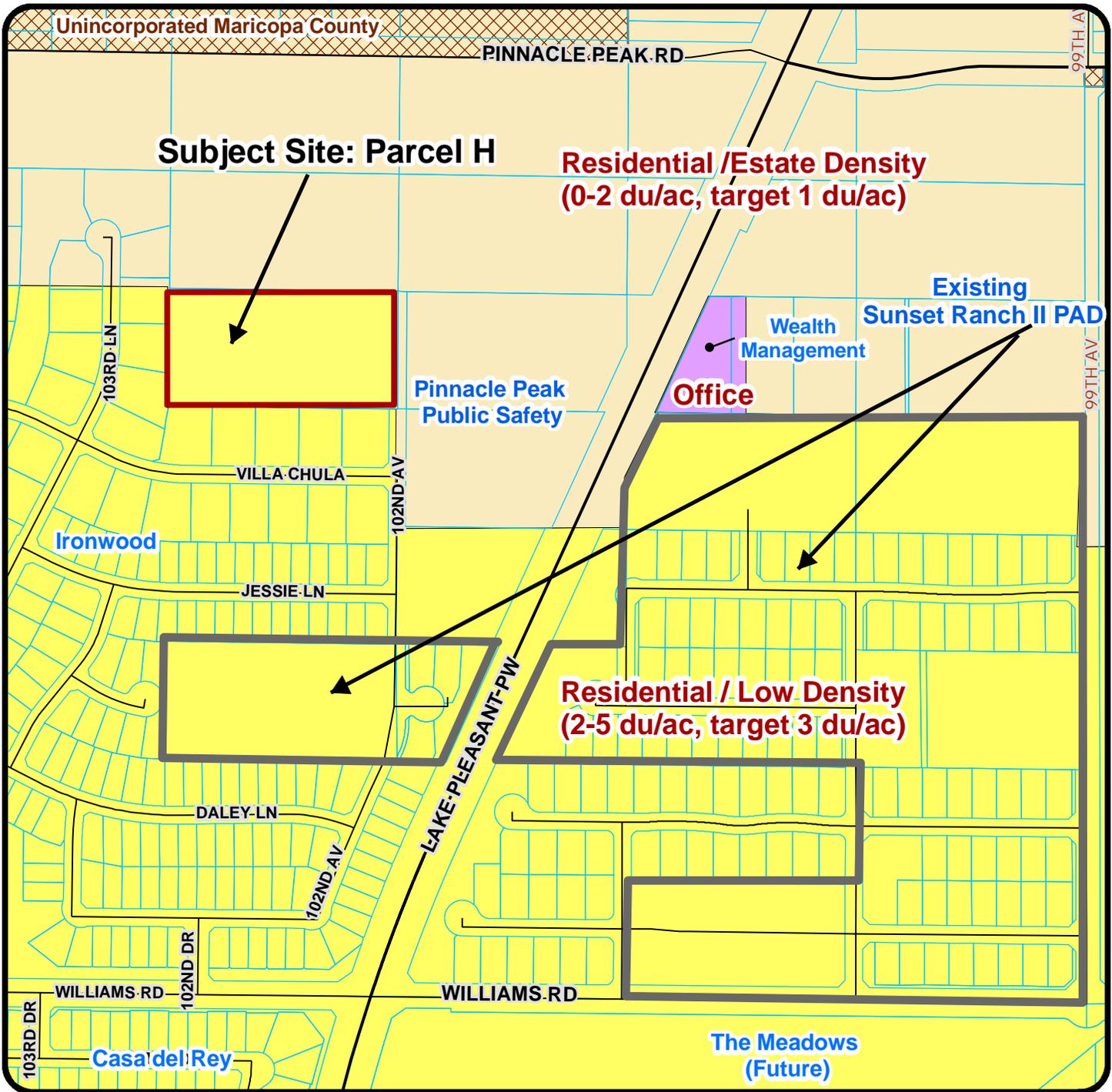
Request: Amend the Sunset Ranch II Planned Area Development (PAD) to incorporate Parcel H, a 4.93 acre property, and allow for the development of 15 single family lots

Exhibit A



Not to Scale

GPA12-0007 Proposed Land Use Map



Z05-25A.4 Sunset Ranch II

Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

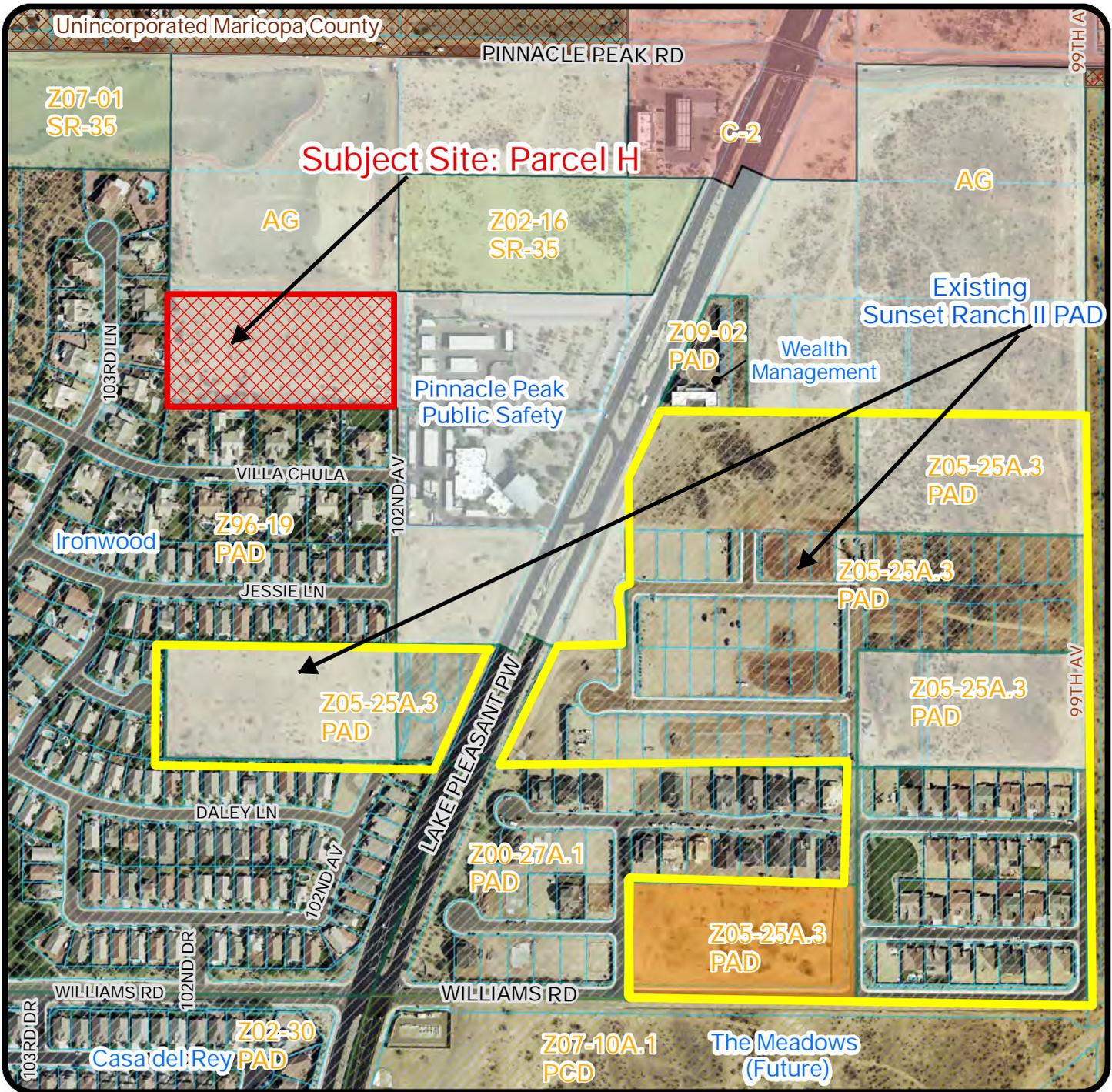
Request: Amend the Sunset Ranch II Planned Area Development (PAD) to incorporate Parcel H, a 4.93 acre property, and allow for the development of 15 single family lots

Exhibit B



Not to Scale

Zoning Map



Z05-25A.4 Sunset Ranch II

Applicant: Bowman Consulting Group, LLC for Woodside Encore at Sunset Ranch, LLC

Request: Amend the Sunset Ranch II Planned Area Development (PAD) to incorporate Parcel H, a 4.93 acre property, and allow for the development of 15 single family lots

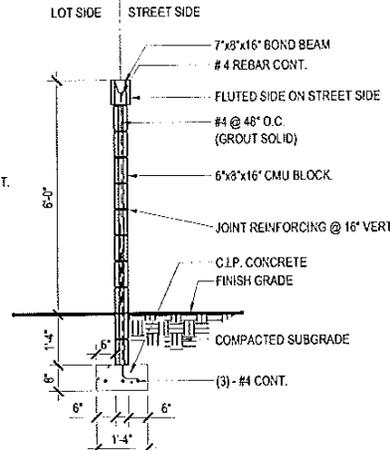
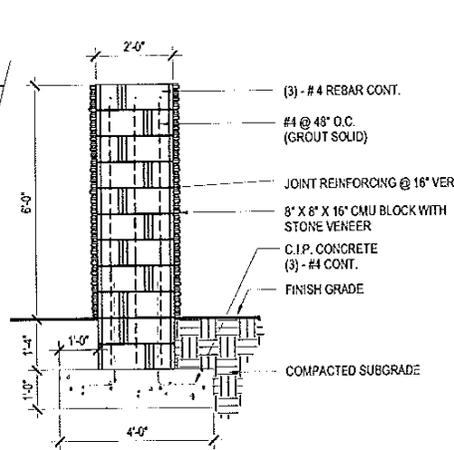
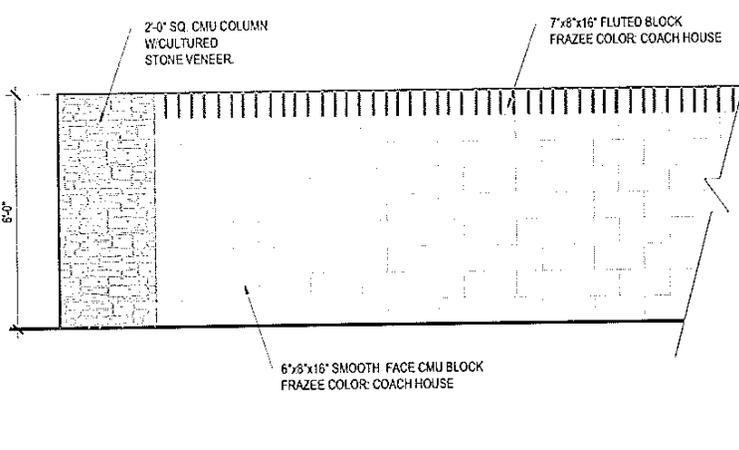
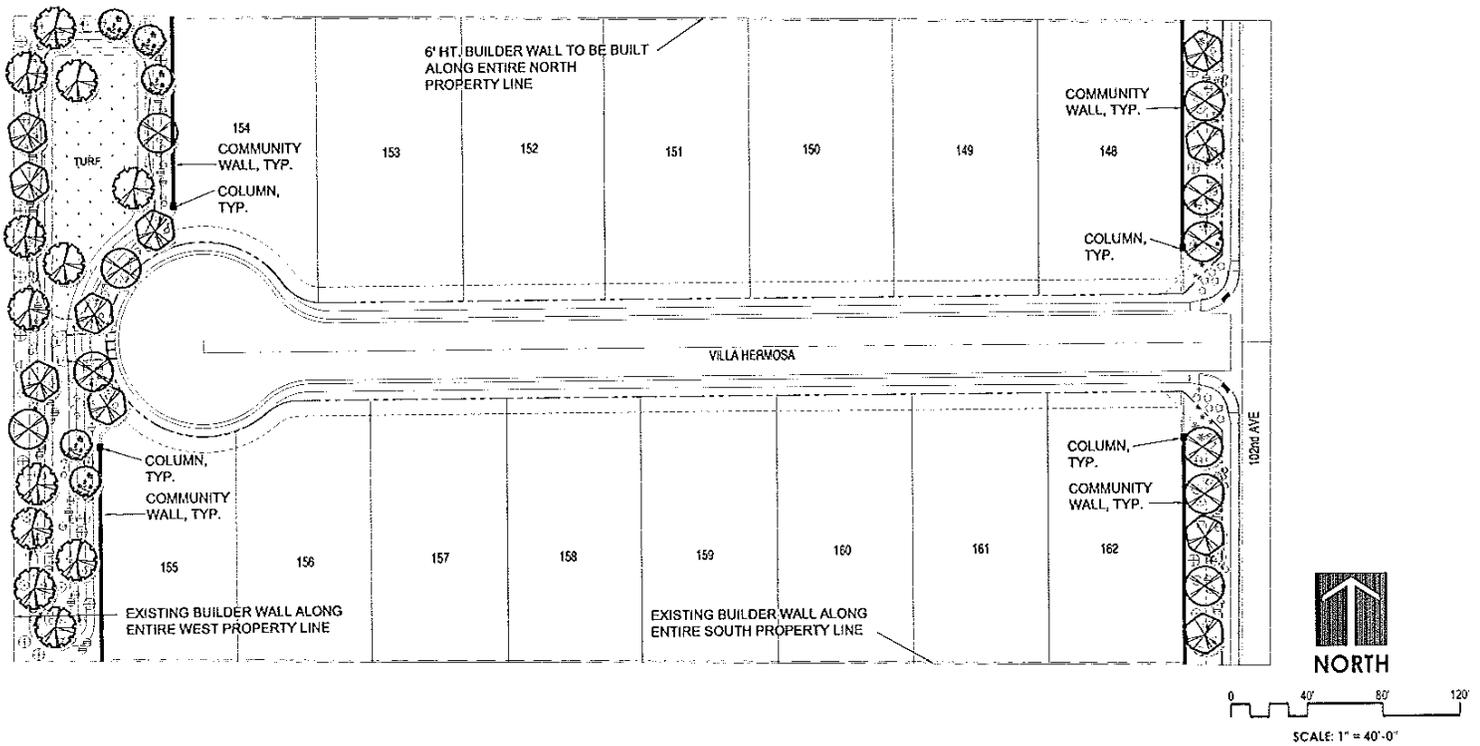
Exhibit C



Not to Scale

Conceptual Development Plan

EXHIBIT D

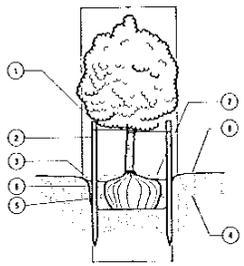


A COMMUNITY WALL ELEVATION
SCALE: 1/2" = 1'-0"

B 6' COLUMN AND WALL SECTION
SCALE: 1/2" = 1'-0"

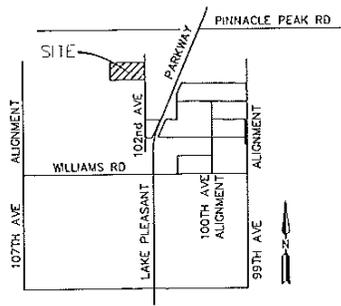
KEYNOTES:

- 1 25 STRAND FINISHED 42 GAL. GALV. WIRE ENCASED IN 1/2" DIA. RUBBER HOSE
- 2 (2) HARDWOOD TREE BENCH 4x8 REGS. STAYERS OR 2x4x8x16 FOR TRAIL AND SUBGRADE (1" MIN.) FROM TO BUDGETING TO FIRM'S SPEC.
- 3 BACKFILL W/ SPECIFIED SOIL INC. WATER & TEMP. TO REMOVE AIR POUCHES REFER TO SPEC.
- 4 BUSH
- 5 PLANT TABS PER SPEC.
- 6 SHARP SIDES OF PLANTING HOLE TO PREVENT GLAZING
- 7 DECOMPOSED GRANITE AT MIN. 2" DEPTH COARSE AND 8" DEPTH ON SHEET 1. NO DECOMPOSED GRANITE TO BE USED IN TURF AREAS
- 8 FINISH GRADE



- NOTES:**
1. FOR MULTITRUNK TREES - THE AT LEAST 2 LARGEST TRUNKS TO AT LEAST 6" DIA.
 2. IF TRUNK GUARD TO BE PLACED AROUND TRUNK OF TREES LOCATED IN TRAFFIC AREAS
 3. TOP OF ROOT BALL AND WELL TO BE 4" BELOW FINISH GRADE
 4. PAINT CUTS OVER 1" DIA.
 5. WIRE SHALL NOT TOUCH OR BE IN CONTACT WITH PLANS OR BRANCHES
 6. TREE TRUNK GUARDS REQUIRED FOR TREES WITHIN TURF.
- NOT TO SCALE

A TREE PLANTING



VICINITY MAP
NOT TO SCALE

SITE DATA	
GROSS AREA:	214,593 S.F.
OPEN SPACE:	25,403 S.F.
OPEN SPACE:	11.83%



Notice of Neighborhood Meeting

December 19, 2012

Dear Neighbor,

You are cordially invited to a neighborhood meeting regarding a proposed Minor General Plan Amendment and Rezoning in your area.

The property is approximately 4.93 acres and located north and west of the northwest corner of Williams Road and Lake Pleasant Parkway in the City of Peoria (immediately west of the existing fire station on Lake Pleasant Parkway). We are requesting a zoning change from General Agricultural (AG) to PAD. This request is accompanied by a Minor General Plan Amendment that is requesting an alteration of the land use from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3.0 du/ac). This will allow for fifteen new residential home lots with lot sizes ranging from 8,404 square feet up to 10,873 square feet with a maximum density of 3.04 dwelling units per acre.

A neighborhood meeting will be held at the time and place listed below to discuss the proposed General Plan Amendment and Rezoning and answer any questions you may have.

The neighborhood meeting will be held:

Tuesday, January 8, 2013
6:00 pm
Sunrise Mountain Library, Community Room
21109 N 98th Ave Peoria, AZ 85382

If you have any questions regarding this Proposed General Plan Amendment and Rezoning, please contact Shelby Duplessis at Bowman Consulting Group (602) 679-4438.

Attachment: Project site map (refer to Parcel H only)

Sincerely,

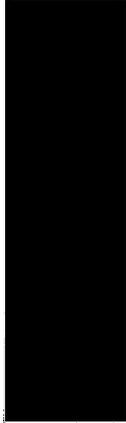
Shelby JM Duplessis

Shelby JM Duplessis, PE, LEED AP
Senior Project Manager

Name	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
ARP PHOENIX FUND I LP			PEORIA	AZ	85383
BAILEY JOYCE M TR			PEORIA	AZ	85383
BARKER CHRISTOPHER HARLAND/TRAVIS DALE			PEORIA	AZ	85383
BESCHTA SCOTT G/CHRISTINE L			PEORIA	AZ	85382
BORDABEHERE ROBERT S/PATRICIA J			PEORIA	AZ	85383
BORN TODD J/SALUD			PEORIA	AZ	85383
BRESAR BRIAN L			PEORIA	AZ	85382
BROGON ED V/MARISELA			PEORIA	AZ	85382
BROWN GEOFFREY R/LISA A			PEORIA	AZ	85382
BULLOCK GREG A/SHANNON G			PEORIA	AZ	85383
CARNER LIVING TRUST			PEORIA	AZ	85383
CARROLL DAVID A/JUNG NANI			PEORIA	AZ	85382
CERASE JAMES JOSEPH JR			ASHBURN	VA	20147
CHERA CRISTIAN E/ALINA C TR			PEORIA	AZ	85383
CHRISTENSEN CHRIS A/MYETTE			PEORIA	AZ	85382
CITY OF PEORIA			PEORIA	AZ	85345
CLIFTON MICHAEL L/SHERI L			PEORIA	AZ	85383
COLTON RODRICK L/KATHERINE A			PEORIA	AZ	85382
CZEPIEC HELENA			SIERRA MADRE	CA	91024
CZOSNYKA SCOTT R/TRICIA J			PEORIA	AZ	85382
DEMORO ANTHONY V/ROBBIN M			PEORIA	AZ	85383
ENSGIN KEITH A/DEBORAH C			PEORIA	AZ	85382
FIGUEROA NICHOLAS J/MARGARET L TR			PEORIA	AZ	85382
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY			PHOENIX	AZ	85009
GAVRIILDIS PETER K/SABRINA K			PEORIA	AZ	85382
GEISLER SCOTT A/JEAN M			PEORIA	AZ	85383
GERUT DAVID M TR			SCOTTSDALE	AZ	85260
GRANDON RHONDA L			PEORIA	AZ	85383
GREER MICHAEL ROBBINS TR			PEORIA	AZ	85383
GUERRERO JAIME R/DONNA L			PEORIA	AZ	85382
HAGGARD JUSTIN/CHARITY TR			PEORIA	AZ	85383
HOLDERBY JOHN/CHERLY			CHANDLER	AZ	85248
IRONWOOD HOMEOWNERS COMMUNITY ASSOCIATION			SURPRISE	AZ	85374

JANNEY NATHAN W/DYANE S TR	PHOENIX	AZ	85085
KEITH A BURNS FAMILY TRUST	PEORIA	AZ	85383
KENNETH J WEBB FAMILY LIMITED PARTNERSHIP	PEORIA	AZ	85383
KEREKANICH JASON M/ELLYN T	PEORIA	AZ	85382
KEY JOSHUA	PEORIA	AZ	85383
KIMBALL BLAKE P/GEORGETTE L	PEORIA	AZ	85383
KIMBROUGH CHARLES L	PEORIA	AZ	85382
KNOWLES SUSAN	PEORIA	AZ	85383
LAUTERBACH VIRGINIA C/EDWARD G TR	PEORIA	AZ	85383
LEMOINE ALVIN J III/TAMMY JO	MACON	GA	31201
LIJENQUIST RYAN V/KRISTIN M	PEORIA	AZ	85382
LOUIS J PERKINS AND MADELON C PERKINS TRUST	GLENDALE	AZ	85310
MATYNIAK SCOTT	PEORIA	AZ	85382
MOLLINEAUX TIM/CARLY	PEORIA	AZ	85383
OLIVERSON GARY L/LAURA J	GLENDALE	AZ	85308
PEORIA CITY OF	PEORIA	AZ	85383
PETRUSKE ERICA	PEORIA	AZ	85345
POLLOCK RANDY/DENA	PEORIA	AZ	85383
RATTI DAVID A/JUDY K	PEORIA	AZ	85383
RAYMOND PETER H/M SUSAN	PEORIA	AZ	85383
REAM MARCIA	PEORIA	AZ	85383
RIMBACH LEROY THOMAS JR/JAMIE G	PEORIA	AZ	85382
RJ AMERICAN HOMES 4 RENT ONE LLC	PEORIA	AZ	85382
RODRIGUES SHARI LYNNE	MALIBU	CA	90265
SANTA CRUZ FRED/IRENE M	PEORIA	AZ	85383
SAUSAGE FAMILY TRUST	PEORIA	AZ	85382
SELLERS JOHN G/SABRINA M	PEORIA	AZ	85383
SHEETS ROBERT R/JANET K	PEORIA	AZ	85382
SMITH SCOTT M/SUSAN J	PEORIA	AZ	85382
SOFRONIE ADRIANA	PEORIA	AZ	85382
SOUTH PACIFIC DISTRICT OF CHRISTIAN MISSIONARY	PEORIA	AZ	85382
SPIRICH PERRY/DIANE	TEMECULA	CA	92590
TOBEY REED REVOCABLE FAMILY TRUST	PEORIA	AZ	85383
WAHL BERNARD A/LISA K	PEORIA	AZ	853822478
	PEORIA	AZ	85382

WARENGO ROBERT L/AMY R
WHITE STEVEN M/KATHLEEN R
WOODSIDE ENCORE AT SUNSET RANCH LLC



	PEORIA	AZ	85382
	PEORIA	AZ	85382
	MESA	AZ	85210

Bowman CONSULTING

November 16, 2012

RE: Sunset Ranch II Parcel H

Dear Homeowner:

Bowman Consulting is working with Woodside Homes on a project just to the north of your home, APN 200-10-043. This development will consist of 15 new homes, which will match the product they have modeled on the east side of Lake Pleasant Parkway just north of Williams Road.

You will soon receive notification of a public meeting, which will be sent to everyone within a 600-foot radius, however given you immediately about our site we would like to extend a personal and more individualized meeting or opportunity to discuss this project to you, in addition to the upcoming public meeting.

We look forward to this new development and working with you. Please contact me at your earliest convenience to discuss this planned project 602-679-4438.

Respectfully submitted,
Bowman Consulting Group



Shelby JM Duplessis, PE, LEED AP
Senior Project Manager

Bowman Consulting Group • 3010 South Priest Drive • Suite 103 • Tempe, AZ 85282 • 480-629-8830

Bowman CONSULTING

December 3rd, 2012

RE: Sunset Ranch II Parcel H

Dear Homeowner:

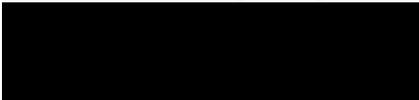
I wanted to follow up on a post card left on your door on November 16th, 2012.

Bowman Consulting is working with Woodside Homes on a project just to the north of your home, APN 200-10-043. This development will consist of 15 new homes, which will match the product they have modeled on the east side of Lake Pleasant Parkway just north of Williams Road.

You will soon receive notification of a public meeting, which will be sent to everyone within a 600-foot radius, however given you immediately about our site we would like to extend a personal and more individualized meeting or opportunity to discuss this project to you, in addition to the upcoming public meeting.

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Respectfully submitted,
Bowman Consulting Group



Shelby JM Duplessis, PE, LEED AP
Senior Project Manager

HAGGARD JUSTIN/CHARITY TR

██████████
PEORIA, AZ 85383

20010775

RAYMOND PETER H/M SUSAN

██████████
PEORIA, AZ 85383

20010773

LOUIS J PERKINS AND MADELOM C PERKINS TRUST

██████████
PEORIA, AZ 85382

20010771

TOBEY REED REVOCABLE FAMILY TRUST

██████████
PEORIA, AZ 853822478

20010772

CERASE JAMES JOSEPH JR

████████████████████
ASHBURN, VA 20147

20010774

**SUNSET RANCH II PARCEL H
Neighborhood Meeting Sign-In Sheet**

Tuesday, January 8, 2013
Sunrise Mountain Library
21109 N 98th Ave., Peoria, Az 85382

NAME	ADDRESS	PHONE	IN SUPPORT OF PROJECT
Mr + Mrs Pollock	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Kathy Ensign	[REDACTED]	[REDACTED]	<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
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			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

SUNSET RANCH II PARCEL H

NEIGHBORHOOD MEETING – January 8, 2013 6:00 pm

2 Homeowners attended

Mr. & Mrs. Pollock – Ironwood Resident

Keith Ensign – Ironwood Resident

Concerns/Responses:

- Homeowners Association rules about parking recreational vehicles. They do not want anything visible from the street. It was explained that the recreational vehicle parking is a feature that has been offered in all of the other Sunset Ranch subdivisions in the area. Due to the close proximity to Lake Pleasant it is a bonus for residents to have their recreational vehicles readily available. They have had no complaints to date and the residents of their subdivisions respect the value of their property and the curb appeal as well.
- Concerns about the new homeowners using their subdivisions park. Woodside Homes will be sure to promote The active open space areas will contain multiuse elements that provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces.
- When will 102nd Avenue go through to Pinnacle Peak Road – they have concerns about the increased traffic for 15 more homes. This is unknown at this time and will be a future project by others. A traffic study is being completed and shows no overload to existing streets will occur.
- Construction vehicles coming in and out of neighborhood – safety for children especially in summer during school break. All city rules and regulations will be followed.

EXHIBIT F

PAD Standards and Guidelines Report

SUNSET RANCH II PLANNED AREA DEVELOPMENT (P.A.D.)

STANDARDS AND GUIDELINE REPORT

East and West of Lake Pleasant Parkway and North of Williams Road
Peoria, Arizona

**58 ± Acres
171 Lots**

Submitted by:

Woodside Encore at Sunset Ranch, LLC
1811 South Alma School Road
Suite 190
Mesa, Arizona 85210
P: 480.755.0801
F: 480.755.0802

Approved January 9, 2005
Amended
Z05-25A.1 – July 24, 2006
Z05-25A.2 – May 10, 2010
Z05-25A.3 – June 7, 2012
Z05-25A.4 – April 4, 2013



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III.	GENERAL SITE INFORMATION AND EXISTING CONDITIONS	5
IV.	SURROUNDING LAND USES AND CONDITIONS	6
V.	PRELIMINARY DEVELOPMENT PLAN	6
VI.	LAND USE SUMMARY	7
VIII.	CONCEPTUAL LANDSCAPE PLAN/ STANDARDS.....	9
IX.	INFRASTRUCTURE/ UTILITIES	10

EXHIBITS

Vicinity Map.....	Exhibit 1
Aerial Map	Exhibit 2
Context Plan and Site Photos.....	Exhibit 3
Preliminary Development Plan.....	Exhibit 4
A.L.T.A. Survey, Legal Description.....	Exhibit 5
Conceptual Landscape Plan/Standards & Wall Details.....	Exhibit 6
Preliminary Plat.....	Exhibit 7
School District Contact Coordination	Exhibit 8

A photograph of a paved road with a double yellow line down the center, lined with trees and streetlights. The text "SUNSET RANCH II PAD" is overlaid in white, serif font.

SUNSET RANCH II PAD



I. INTRODUCTION

Sunset Ranch II, Parcel H is a detached single-family residential subdivision that is complimentary, in both density and proposed product, to the goals of the City of Peoria and will enhance the utilization of land according to the established guidelines in Article 14-33 of the City's zoning ordinance. The proposed architectural style for this subdivision will be compatible and complimentary to the existing subdivisions in the northern developing areas of Peoria, including but not limited to Sunset Ranch and Ironwood. The previously approved portions of Sunset Ranch II are already in development and the newly acquired parcels will be developed in accordance to the Preliminary Development Plan. *(Refer to the attached Exhibit 4)*. Sunset Ranch II PAD amendment Z05-25A.4 adds approximately 4.93 acres of land located north of the northwest corner of Williams Road and Lake Pleasant Parkway in the City of Peoria, to be known as Sunset Ranch II, Parcel H. Sunset Ranch II property is an assemblage of 8 parcels. Sunset Ranch II is a total of 58 ± acres.

Existing Parcels A through E (APN 200-10-018, 025A, 038, 046D, 047A, 047B, 048A-C, and 053A-C) are owned by Woodside Encore at Sunset Ranch, L.L.C. Additional Property consists of Parcels E (revised) through G (APN 200-10-025A, 200-10-024, 200-10-007A, 200-10-025A and 200-10-037A-C) and is also owned by Woodside Encore at Sunset Ranch, L.L.C. and David F. Salinas and Pauline M. Salinas, trustee of the 2000 SALINAS RECOVERABLE TRUST *(See the attached Vicinity Map-Exhibit 1 and Entity Ownership Exhibit 2)* Parcel H is owned by Woodside Encore at Sunset Ranch, L.L.C. (APN 200-10-043). *(Refer to the attached Vicinity Map-Exhibit 1 and Entity Ownership)*

Sunset Ranch II, Parcel H will be designed to promote the desirability of the residential development by adopting the following design criteria:

- The house plans will meet the City of Peoria's design criteria including but not limited to desert themed exterior colors, use of exterior stone and complimentary hardscape. Housing product that will be used for Parcel H is the same as the product approved for Parcel G at Sunset Ranch II.
- Roof lines will vary from homes on adjacent lots and directly across the street from each other.



SUNSET RANCH II PAD

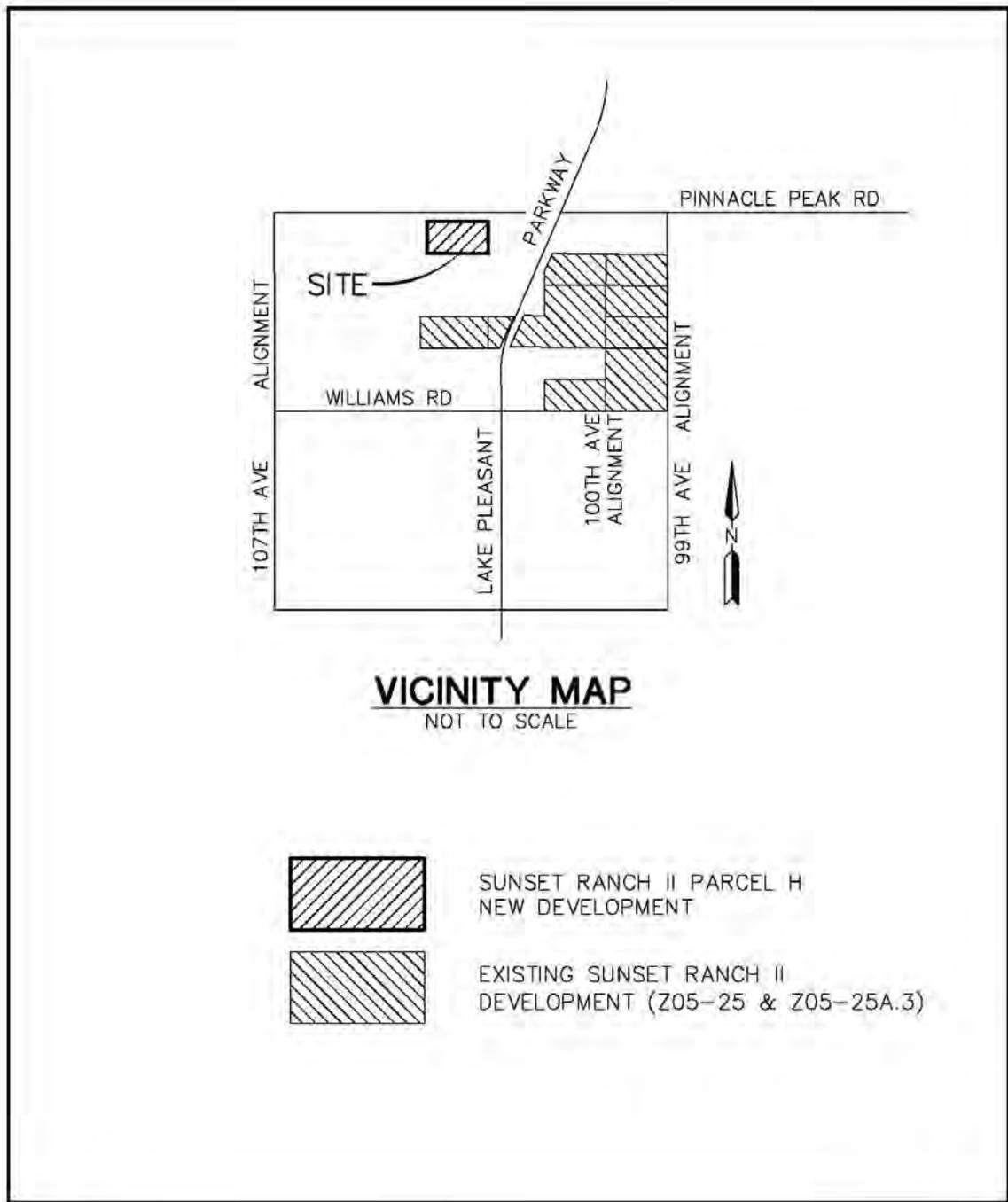


EXHIBIT 1: VICINITY MAP



II. CONSISTENCY WITH GENERAL PLAN

The development goal for the Sunset Ranch II, Parcel H P.A.D. is to provide uses and residential densities that are compatible with the long range goals of the City of Peoria's General Plan.

Sunset Ranch II is consistent with the Peoria General Plan Low Density Residential designation of the area, which allows density range of 2-5 du/ac, with a target of 3.0 du/ac. The overall Sunset Ranch II project density is **2.95 du/ac**.

III. GENERAL SITE INFORMATION AND EXISTING CONDITIONS

The site is a relatively flat, vacant parcel with natural desert terrain and is within the developing areas in northern Peoria. The gross acreage is 58 ± acres. The net acreage will be 38.76 ± acres. On the east side of Lake Pleasant Parkway, the development abuts the northerly and easterly boundary of the recorded **Sunset Ranch** subdivision (zoned P.A.D., Z00-27), and on the west side of Lake Pleasant Parkway, the development abuts the Ironwood subdivision (zoned PAD, Z96-19).

AERIAL MAP: EXHIBIT 2



A photograph of a paved road with a dashed center line, flanked by trees and a clear sky. The text "SUNSET RANCH II PAD" is overlaid in white, serif font.

SUNSET RANCH II PAD



IV. SURROUNDING LAND USES AND CONDITIONS

The Ironwood development is located to the west of Sunset Ranch II on the west side of Lake Pleasant Parkway. Fingers of the Ironwood development are also interspersed on the north and south sides of Sunset Ranch Parcel G and to the south of Sunset Ranch Parcel H. The property to the north of Parcel H is undeveloped and owned by the Flood Control District of Maricopa County. The property to the east, across 102nd Ave, is the Pinnacle Peak Public Safety Facility.

Primary transportation corridors in the area include Lake Pleasant Parkway running north-south, and Pinnacle Peak Road, Deer Valley Road and Williams Road running east-west. The proposed site access would be off of 102nd Avenue. Regional transportation includes the Agua Fria Freeway (Loop 101) to the south and Happy Valley Road to the north.

Lake Pleasant Parkway is the major access road to the Lake Pleasant recreational areas. The project will have access to Lake Pleasant Parkway at the Williams Road intersection. Williams Road, east of Lake Pleasant Parkway was constructed with the Sunset Ranch subdivision, and will ultimately extend easterly and connect to 91st Avenue.

Schools: *Parkridge Elementary (K-8)*, located at 9970 W. Beardsley, is approximately 1.86 miles, *Zuni Hills Elementary (K-8)* located at 10851 West Williams Road is approximately 1.05 miles, and *Liberty High School (9-12)*, located at 9621 West Speckled Gecko Drive is approximately 1.89 miles.

Shopping Facilities: *Albertson's Food and Drug Store* located at 8240 West Deer Valley Road is approximately .40 miles south. *Fry's Food and Drug* located at 8375 West Deer Valley Road is approximately 2.25 miles south. *Arrowhead Towne Center Shopping Mall* located at 7700 West Arrowhead Towne Center, Glendale is approximately 6.55 miles south. *Camino A Lago Marketplace* located at 21471 Lake Pleasant Parkway is approximately .66 miles to the north. All four corners of Lake Pleasant Parkway and Happy Valley Road (approximately 1 mile to the north) have all been developed as community commercial.

Public Recreation: *Parkridge Park* located at 9734 West Beardsley Road is approximately 2.8 miles south. *Deer Village Park* located at 21217 N. 88th Lane is approximately 3.38 miles southeast. *The Sunrise Mountain Branch Public Library* is located at Lake Pleasant Parkway and 98th Avenue, approximately 1.5 miles south. *Lake Pleasant Regional Park* - boating, skiing, camping and general lake recreation, located approximately 14 miles north.

Aerial photographs of the project area together with several photographs of the site from different directions depicting the site and area conditions are included herewith. (Refer to Exhibit 3)

V. PRELIMINARY DEVELOPMENT PLAN

Sunset Ranch II is a previously approved development with a total gross area of 53± acres with 156 dwelling units. The proposed PAD amendment will add an additional 4.93± acres and 15 dwelling units. *The Preliminary Plat is shown in Exhibit 7.*



Sunset Ranch II will be developed in multiple phases, with several of the phases already completed via the previous entitlement. (See Development Plan – Exhibit #4) Parcel H will be developed in one phase with a density of 3.04 du/ac. Sunset Ranch II will have an overall density of 2.95 du/ac.

Lots 1 through 14 within Umbria Estates (APN 200-10-007A) will have an average lot area of 8,056 sf and a minimum lot size of 7,882 sf exceeding the R1-6 standards. The average lot area for Parcels 2-7 and E,F, and G will be 10,074 sq.ft with a minimum lot size of 8,785 sq.ft.. The average lot area within Sunset Ranch II, Parcel H be 8,056 sq.ft with a minimum lot size of 8,404 sq.ft. The typical lots are maintaining a minimum width of 70 feet. This project will conform to the City of Peoria's staggered setback guidelines.

The Preliminary Plat and ALTA Survey (Exhibits 7 and 5, respectively) illustrate project access. Circulation within the site will follow a loop configuration with all weather ingress/egress access at 101st Avenue and Williams Road completed with the Sunset Ranch IIB Phase. All interior streets shall be public. Secondary access is provided by the completed half street improvements and 33' conveyed ROW and public utilities Easements at 100th Avenue at Williams Road, 99th Avenue north to Pinnacle Peak Road and 99th Avenue south to Williams Road. A 50' access easement has been indicated off the west end of Jessie Lane to facilitate APN 200-10-049A. Access to Parcel H is provided by 102nd Avenue. The majority of the lots within the site will be oriented in a north/south direction.

VI. LAND USE SUMMARY

Table 1, below, is a Land Use Summary. The table reflects the use, the acreage, and the total number of units. The “equivalent zoning” noted is used to describe the corresponding City of Peoria zoning designation that the parcel most closely resembles. However, some standards within the P.A.D. may vary from the City of Peoria zoning designation as noted. In those instances, the standards within this P.A.D. shall govern.

TABLE 1
LAND USE SUMMARY

Parcel	Gross Acres	Net Acres		Min Lot Area, SF	Lots	Min Lot Width	Open Space - Acres	% Open Space
Umbria	4.95	3.25	R1-6	7,882	14	70	0.73	14.65%
A-D, E,F&G	48.1	38.80	R1-8	8,100	142	70	4.82	10.01%
H	4.93	4.0	R1-8	8,404	15	70'	0.58	11.76%

SUNSET RANCH II PAD



VII. PROJECT DEVELOPMENT AND PHASING STANDARDS

Unless otherwise specified herein, all properties within Sunset Ranch II, Parcel H shall conform to all City of Peoria governing codes, ordinances and regulations for single-family residential districts. R1-8 standards that vary from the R1-8 zoning designation are noted with an asterisk. Table 2 below, represents the minimum development standards for single-family residential lots in Sunset Ranch II, Parcel H.

**TABLE 2
PROJECT DEVELOPMENT STANDARDS SUMMARY**

Development Standard	Umbria Estates	Parcels A-D, E, F, & G	Parcel H
Average Lot Size	8,056 Sq. Ft.	10,074 Sq. Ft.	9,912 Sq.Ft.
Minimum Lot Size	6,000 Sq. Ft.	8,000 Sq. Ft.	8,000 Sq. Ft.
Minimum Lot Width	70'	70'	70'
Minimum Lot Depth	112'	125' (117' on Lots 1-8)	115'
Minimum Front Yard Setback	<ul style="list-style-type: none"> • 18' to living and 20' to face of garage from back of sidewalk to front face of garage door. Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more 60% of the total front-facing elevation occurs at the 10-foot setback. • 10' to side entry garage. Not more than 60% of the total front-facing elevation shall occur at the 10-foot setback. • 20' front setback may be decreased to 10' at cul-de-sac and knuckle lots. 		
Minimum Rear Setback	15'	15'	15'
Minimum Side Setback	5'	5'	5'
Total Side Setback	15'	15'	15'
Corner Lot, Street Side Setback	Minimum 10'. If a 10-foot tract is adjacent, the lot shall be considered an interior lot with minimum side setback of 5-feet		
Maximum Structure Height	30'	30'	30'
Maximum % Lot Coverage	45%	45%	45%
Number of Lots	14	142	15
Du/Ac (Gross)	2.84	2.67	3.04 du/ac



Open Space: This project is designed with active open space access that will exceed the minimum requirement of 9% for single family residential lots. The active open space areas will contain multiuse elements that provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces. The homeowners association will be responsible for the maintenance of all open space / retention tracts. Each parcel on the west side of Lake Pleasant Parkway shall contain a minimum of 9% useable open space independent of other portions of the development.

Building Heights: The project will allow for both one- and two-story homes with a maximum 30' in height.

Lighting: Lighting within the project shall conform to the applicable section of the Peoria Zoning Ordinance governing exterior lighting.

Screening, Fencing and Walls: The standards for fencing and walls shall be as per the Peoria Zoning Ordinance including wall undulation and noise abatement. Top of wall elevation adjacent to Lake Pleasant Parkway will be a minimum of 8 feet above the adjacent Lake Pleasant Parkway top of curb elevation via berming with the wall or an overall wall height (*See Conceptual Landscape Plan/Standards and Wall Detail*).

Roadway Standards: Streets will be developed consistent with City of Peoria street standards.

Parking: Parking requirements for the project shall conform to the parking standards for single-family residential use as per the Peoria Zoning Ordinance.

Design Review Standards: Sunset Ranch II, Parcel H subdivision shall follow the detached single-family residential guidelines approved with Sunset Ranch II, Parcel E, F, and G, PAD Amendment.

VIII. CONCEPTUAL LANDSCAPE PLAN/ STANDARDS

The project landscaping will be consistent with the Peoria Zoning Ordinance and the Specific Plan. The active open space areas will contain multiuse elements that provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces. The Final Landscape Plan will be submitted to the Planning Division. A Planting Data Sheet is a part of the Conceptual Landscape Plan (*The Conceptual Landscape Plan is shown in Exhibit 6*)

On-Site Landscaped Areas- all open space areas will be landscaped to meet the City of Peoria's landscaping requirements.

Street Frontages- Landscaping will be provided within the ROW per the City of Peoria's Landscaping requirements.

Perimeter Walls/Wall Details- To comply with the City of Peoria's design specifications and match those approved and built throughout Sunset Ranch II and complement the existing and surrounding Ironwood. Details will be reviewed with Final Landscape plans.



Signage- Project signage will be processed as a separate application and will be consistent with the Peoria Zoning Ordinance.

IX. INFRASTRUCTURE/ UTILITIES

1. Sewer

Sewer service will be provided by the City of Peoria. An 8-inch sanitary sewer line is completed in Williams Road. An 8-inch sanitary sewer line is located in 102nd Avenue, which will be extended north to service Parcel H.

2. Natural Gas

Natural Gas is available in Williams Road from a Southwest Gas line will be extended from the Ironwood project, west of Lake Pleasant Parkway to the Sunset Ranch project east of Lake Pleasant Parkway. An existing line will be extended from the Ironwood project north to Parcel H.

3. Water

A 16 inch water line exists along the westerly side of Lake Pleasant Parkway, adjacent to the Sunset Ranch project and south of **SUNSET RANCH 2**. An existing 8 inch water line in 102nd Avenue is located south of Parcel H. Both lines are tied into the City of Peoria water system and fed by a nearby City well located adjacent to the Ironwood Project. A 16 inch water line in 99th Avenue to the northern boundary of Sunset Ranch II B and a 12" within Williams Road were installed and accepted with the Sunset Ranch II B improvements. Water is proposed to be extended from the Sunset Ranch project to **SUNSET RANCH 2** and looping at Patrick Lane and Lake Pleasant Parkway.

4. Telephone

Century Link Communications will be supplying the telephone services to the area. Facilities exist at the Ironwood Project and are being brought up to Sunset Ranch whereby Sunset Ranch II will be serviced accordingly. The Sunrise central switching office is located on 83rd Avenue just north of Deer Valley Road.

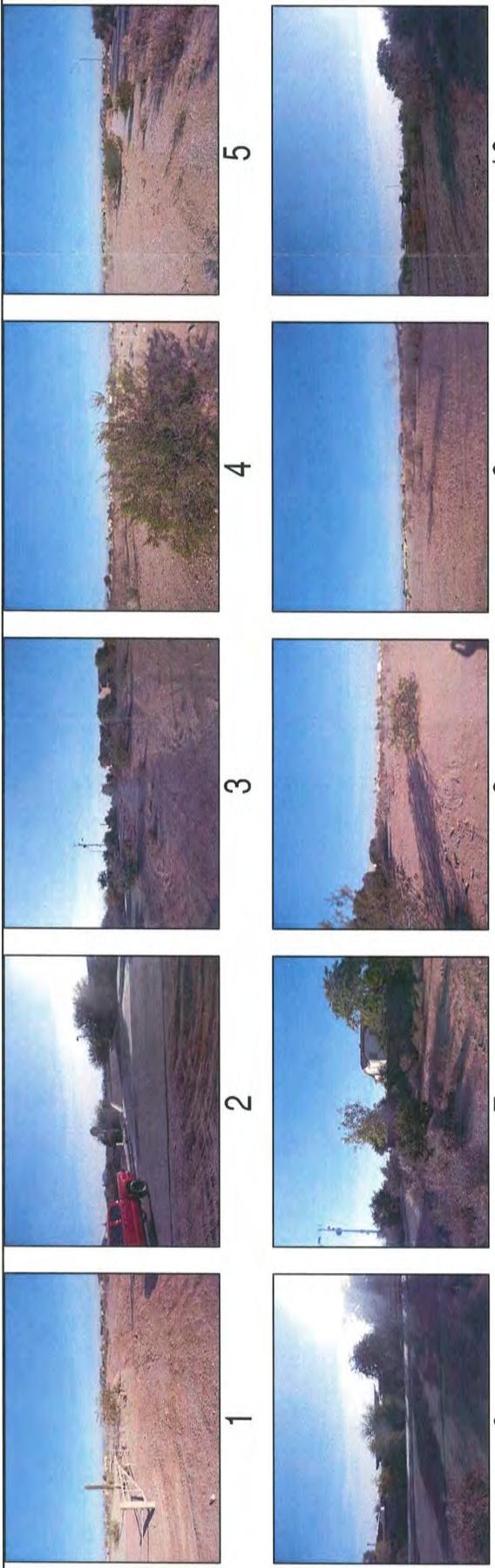
5. Electric Power

Electric power will be supplied by Arizona Public Service.



CONTEXT PLAN AND SITE PHOTOS

EXHIBIT 3

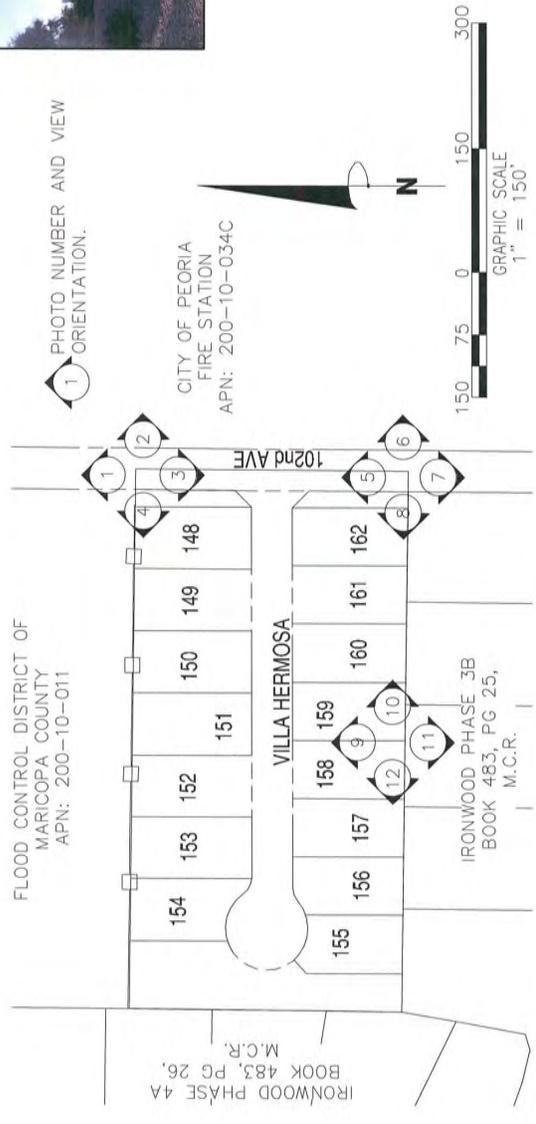


SUNSET RANCH II PARCEL H
 PEORIA, ARIZONA
 SITE PHOTOS

3010 South Prest Drive Ste 103
 Tempe, Arizona 85282
 Phone: (480) 829-8830
 www.bowmanconsulting.com

Bowman
 CONSULTING

JOB #9620-01-008
 DATE NOV 2012
 SCALE NONE
 DRAWN AC
 SHT 1 OF 2





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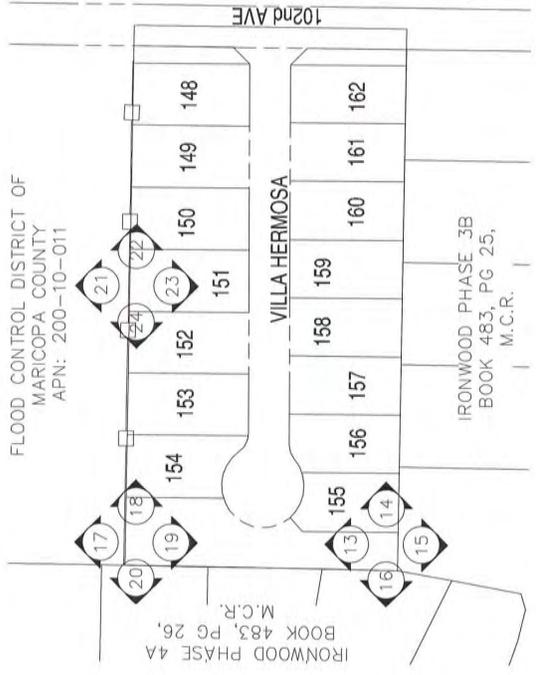


PHOTO NUMBER AND VIEW ORIENTATION.

CITY OF PEORIA
FIRE STATION
APN: 200-10-034C

150 75 0 150 300
GRAPHIC SCALE
1" = 150'



SUNSET RANCH II PARCEL H
PEORIA, ARIZONA
SITE PHOTOS

3010 South Priest Drive Ste 103
Tempe, Arizona 85282
Phone: (480) 629-8830
www.bowmanconsulting.com

Bowman
CONSULTING

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-008 (ENG) - Parcel H\Engineering\Plans\Context\Plan\9620_PH-CP02.dwg 12/03/2012
JOB #9620-01-008
DATE NOV 2012
SCALE NONE
DRAWN AC
SHT 2 OF 2



PRELIMINARY DEVELOPMENT PLAN

EXHIBIT 4

Sunset Ranch II
 DEVELOPMENT PLAN

Peoria, Arizona

3010 South Priest Drive Ste 101
 Tempe, Arizona 85282
 Phone: (480) 629-8830
 www.bowmanconsulting.com



JOB #	9620
DATE	5/11/12
SCALE	N.T.S.
DRAWN	SKT
SHT 1 OF 1	



102ND AVE

TRACT A	154	153	152	151	150	149	148
TRACT B	155	156	157	158	159	160	161
TRACT C	162	161	160	159	158	157	156
TRACT D	163	162	161	160	159	158	157

VILLA HERMOSA

102ND AVE

TRACT A	140	139	138	137	136	135	134	133
TRACT B	141	142	143	144	145	146	147	148
TRACT C	149	150	151	152	153	154	155	156
TRACT D	157	158	159	160	161	162	163	164

PATRICK LANE

CITY OF PEORIA FIRE STATION

LAKE PLEASANT PARKWAY

WILLIAMS ROAD

UMBRIA ESTATES

SUGAR SAND LANE

PATRICK LANE

JESSIE LANE

TRACT C

TRACT B

TRACT A

TRACT D

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

TRACT J

TRACT K

TRACT L

TRACT A

TRACT B

TRACT C

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TRACT HT

TRACT HU

TRACT HV

TRACT HV

TRACT HW



**ALTA SURVEY AND
LEGAL DESCRIPTION**

EXHIBIT 5



EXHIBIT A

LEGAL DESCRIPTION

SUNSET RANCH II

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 25.00 FEET THEREOF AS DESCRIBED IN DOCKET 3362, PAGE 406, RECORDS OF MARICOPA COUNTY.

MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17 BEING A CITY OF PEORIA BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER THEREOF BEARS SOUTH 00°08'38" EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 658.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 17;

THENCE NORTH 89°11'17" WEST, ALONG SAID NORTH LINE A DISTANCE OF 1971.57 FEET TO A POINT ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°22'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 89°13'20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 624.85 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

Page 1 of 2

Title: "SUNSET RANCH II - PARCEL H"

Preparing Firm: BOWMAN CONSULTING GROUP

Address: 3010 SOUTH PRIEST DR, #103, TEMPE, AZ 85282

Phone: 480-629-8830

Fax: 480-629-8841

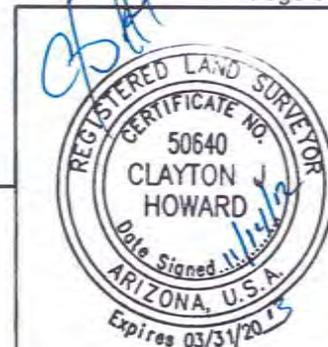




EXHIBIT A

LEGAL DESCRIPTION

SUNSET RANCH II

THENCE NORTH 00°33'11" EAST, ALONG SAID WEST LINE, A DISTANCE OF 330.67 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 89°11'17" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 623.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 206,334 SQUARE FEET OR 4.7368 ACRES, MORE OR LESS

Page 1 of 2

Title: "SUNSET RANCH II - PARCEL H"

Preparing Firm: BOWMAN CONSULTING GROUP

Address: 3010 SOUTH PRIEST DR, #103, TEMPE, AZ 85282

Phone: 480-629-8830

Fax: 480-629-8841

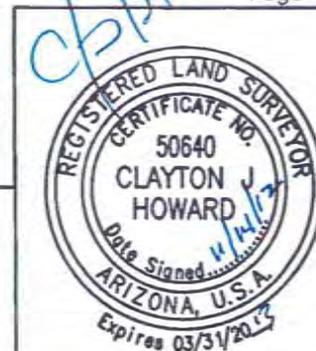
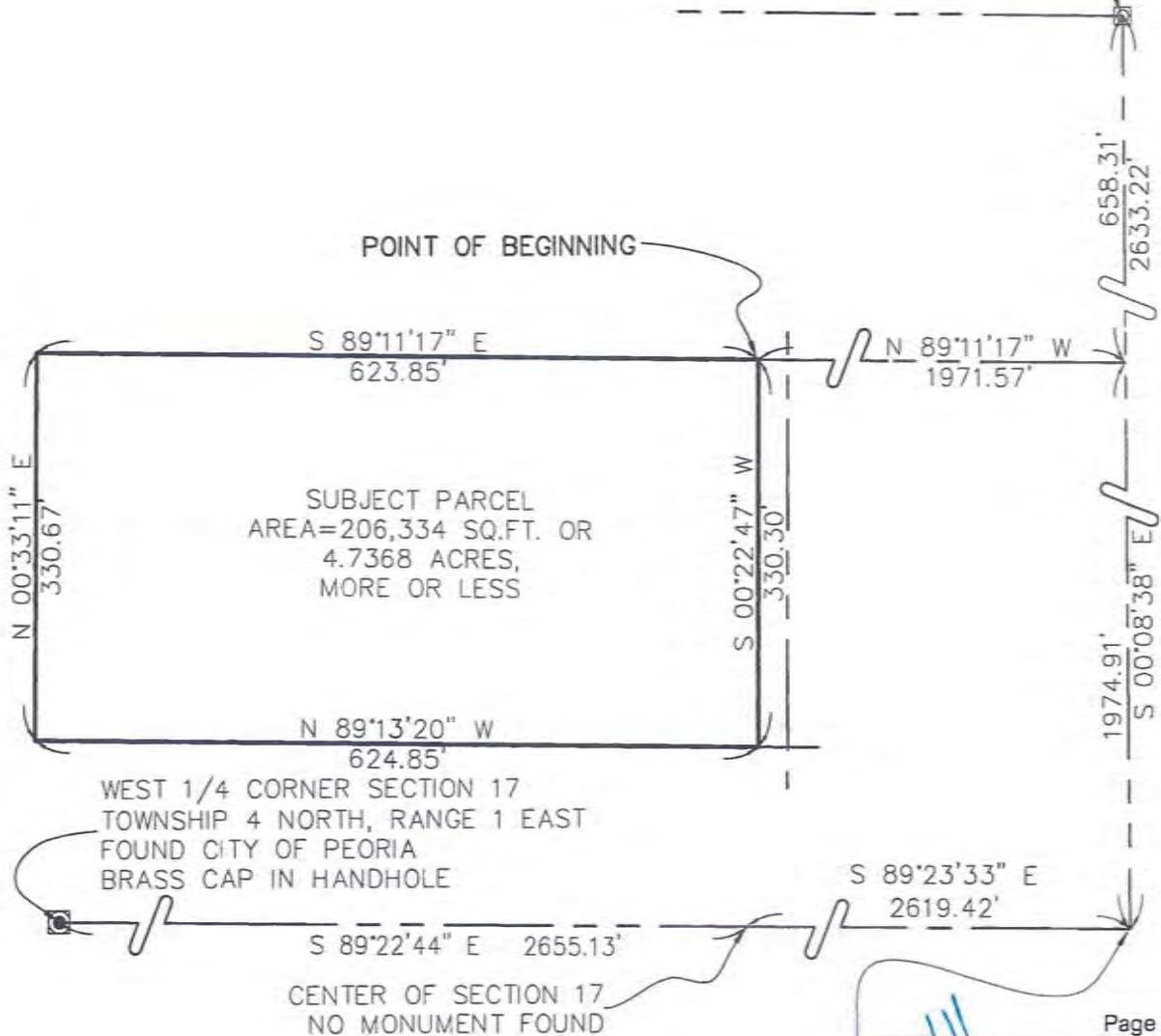




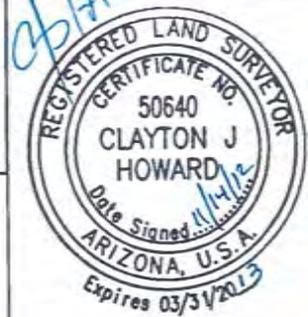
EXHIBIT A SKETCH

NORTHEAST CORNER SECTION 17
TOWNSHIP 4 NORTH, RANGE 1 EAST,
FOUND CITY OF PEORIA
BRASS CAP IN HAND HOLE
POINT OF COMMENCEMENT



Title: "SUNSET RANCH II - PARCEL H"

Preparing Firm: **BOWMAN CONSULTING GROUP**
Address: 3010 SOUTH PRIEST DR, #103, TEMPE, AZ 85282
Phone: 480-629-8830 Fax: 480-629-8841





CONCEPTUAL LANDSCAPE PLAN/STANDARDS & WALL DETAILS

EXHIBIT 6

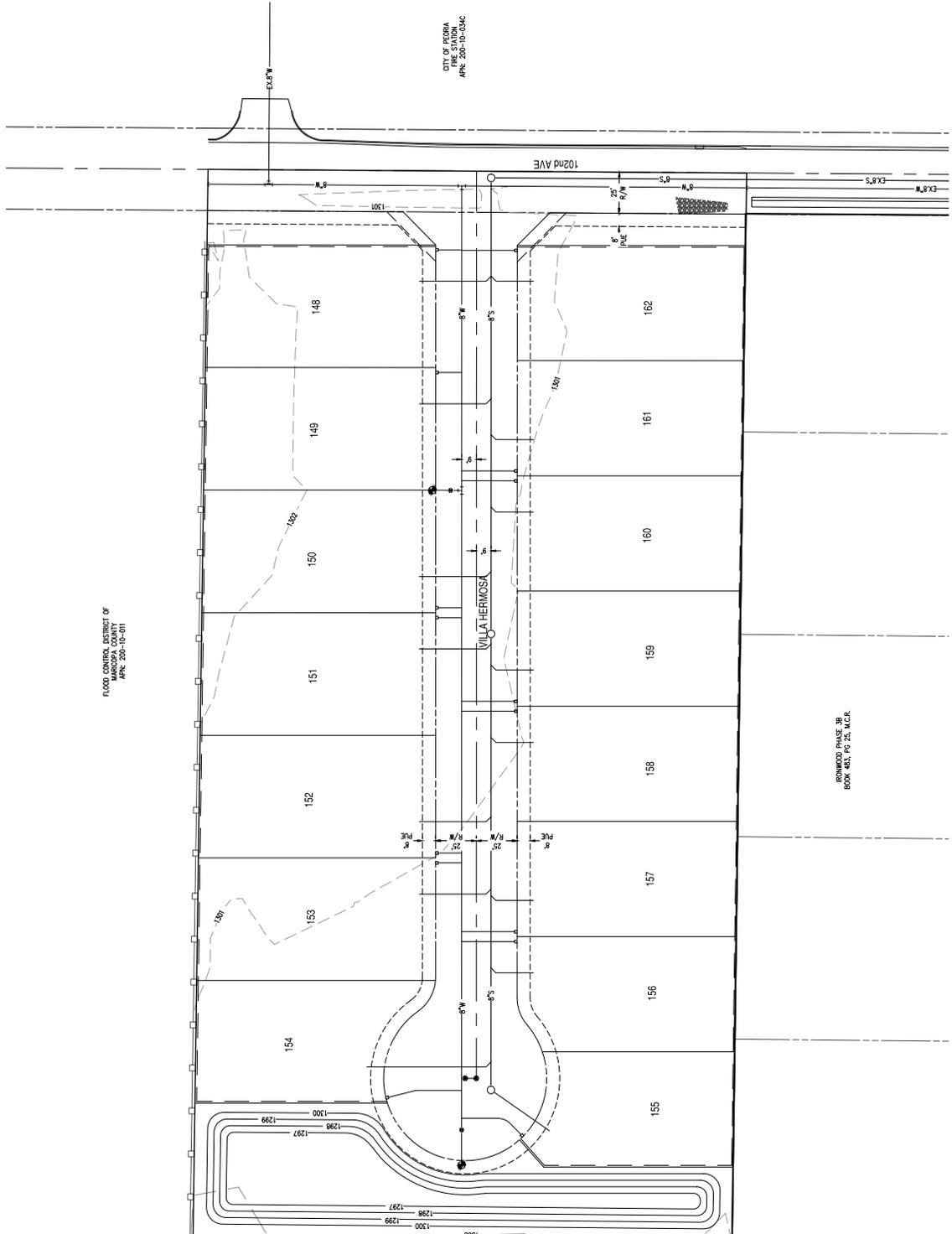


PRELIMINARY PLAT

EXHIBIT 7



PROJECT NUMBER	
PLAN STATUS	
DATE	
AC	
DESIGN	
SCALE	
JOB No.	2019-01-008
DATE	NOV 2012



FLUOR CORPORA, DISTRICT OF MARICOPA COUNTY APR. 200-10-011

RECORDED PLAT NO. 200-10-011

RECORDED PLAT NO. 200-10-011

LOT #	AREA
148	10456.69 SF
149	10563.32 SF
150	10543.96 SF
151	10716.59 SF
152	10796.22 SF
153	10873.81 SF
154	9376.74 SF
155	8403.77 SF
156	9180.61 SF
157	9446.48 SF
158	9572.08 SF
159	9577.68 SF
160	9643.28 SF
161	9708.88 SF
162	9774.47 SF

TRACT	LAND USE	AREA (SF)	AREA (AC)
TRACT A	SPACE, PUE, RETENTION	20197.17	0.46
TRACT B	LANDSCAPE, OPEN SPACE, PUE	2684.81	0.06
TRACT C	LANDSCAPE, PUE	2541.30	0.06



SCHOOL DISTRICT CONTACT COORDINATION

EXHIBIT 8



December 6, 2012

Peoria Unified School District
Attn: Christian Williams
6330 West Thunderbird Road
Glendale, AZ 85306

Dear Mr. Williams:

This letter is being sent to you pursuant to the City of Peoria Planning Division School District Notification Policy for General Plan designation and zoning classification changes. Please be advised that we are applying for a zoning change and an amendment to the General Plan that changes the zoning designation of a 4.93 acre site from General Agricultural (AG) to PAD resulting in greater residential densities on the subject property. The property will currently allow approximately five residential units; and our application(s) will result in a total of fifteen units allowed, an increase of 300%.

We have attached a Proposed Land Use Plan for Sunset Ranch II Parcel H for your reference. The subject property is only Parcel H, the other parcels are shown for reference only. You are requested to respond to the City of Peoria Planning Division at 9875 N. 85th Ave, Peoria and reference Zoning Application #Z05-25A.4 and GPA# 12-0007 if you have any information you feel is necessary for their review.

If you would like to discuss the proposal, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. I can be reached at **602.679.4438**.

Sincerely,

ShelbyJM Duplessis, PE, LEED AP
Senior Project Manager

DEVELOPER ASSISTANCE AGREEMENT

This Agreement is entered into on _____, 2013, between the following parties:

PEORIA UNIFIED SCHOOL DISTRICT NO. 11

(hereafter "PUSD")
6330 West Thunderbird Road
Glendale, Arizona 85306

and

Woodside Encore at Sunset Ranch LLC

(hereafter "Developer")
1811 S Alma School Rd.
Mesa, AZ 85210

Developer and PUSD may be collectively referred to herein as "Parties."

I. RECITALS

The purpose of this Agreement is to provide PUSD students with greater opportunities to learn based on enhanced resources provided by the Developer and to foster and improve communication and cooperation between PUSD and Developer in developing the residential community to be known as Sunset Ranch 2 and the schools that serve that community.

II. COVENANTS

A. PUSD's Obligations: PUSD will provide a statement to the Cities, Towns, and/or County of Peoria, Glendale, Surprise, Youngtown and/or Maricopa upon Developer's request and will work collaboratively with Developer to accomplish the Parties' mutual objective of providing high quality educational opportunities for the children of Sunset Ranch 2 and of the District.

B. Developer's Obligations: Developer shall pay to PUSD \$1,000 per house constructed in the Sunset Ranch 2, Parcel H PAD amendment area to be used by PUSD for capital facilities and/or general maintenance and operations expenses. Such payment shall be made by Developer to PUSD no later than at the time each house closes escrow with a third party buyer. That specific consideration is detailed in Exhibit "A" attached herto. Under no circumstances shall this Agreement have any legal effect without the PUSD Governing Board approving the contents of Exhibit "A".

C. Default:

1. Developer acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting party shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative. Developer acknowledges the sufficiency of consideration for this Agreement and irrevocably waives lack of consideration as a defense to the enforcement of this Agreement.

III. TERM

This Agreement shall begin immediately upon signature by both parties and, except as provided herein, shall terminate upon close of escrow of the last remaining house, or lot or as otherwise terminated sooner by the parties. This Agreement may be renewed by the Parties consistent with Arizona law.

IV. MISCELLANEOUS

A. Successors and Assigns:

1. The terms and conditions of this Agreement shall inure to the benefit and be binding upon the heirs, personal representatives, successors in interest, assigns, and legal representatives of each party with respect to all provisions of this Agreement. No party shall assign, sublet, transfer or convey its interest in this Agreement without the prior written consent of the other party.
2. Both parties fully represent that their signatures hereto fully bind themselves, their partners, corporations, parent corporations, owners, successors, assigns, legal representatives and all others to whom the benefits of this Agreement inure. The signators hereto represent and affirm that they have the appropriate authority by and which to bind the above.
3. The provisions, conditions, obligations and covenants stated in this agreement and the attached Exhibits shall be covenant running with the land.

B. Sudan and Iran: Developer represents and warrants that it does not do any business with or in Sudan or Iran, and warrants that the provisions of Title 35, Ch. 2, art. 7 and 9, A.R.S., are not invoked in any way by this Agreement.

C. Extent of Agreement: The Agreement supersedes and replaces any oral or written agreement not incorporated herein, relating to the subject matter hereof entered into by the parties prior to the date of this Agreement. This Agreement contains and sets forth the entire Agreement between the parties. No modifications, deletions or additions to this Agreement will be binding unless in writing and signed by both parties except as herein otherwise provided. The waiver of any breach of this Agreement by any party hereto shall not constitute the same continuing waiver or waiver of any subsequent breach either of the same or of another provision of the Agreement. All promises, covenants and provisions contained in this Agreement are severable, and in the event that such covenant, promise or provision is held or adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall be of operative and binding effect.

D. Indemnification: PUSD and Developer shall be responsible for their own acts and omissions. To the extent permissible by Arizona law, and the extent not covered by insurance, each party agrees to defend, indemnify and save harmless the other and its Permittees (and when the indemnified party is PUSD, its elected officials, boards, commissions, employees, students, and volunteers) from, for and against all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, costs or claims, of any character or any nature arising out of or in connection with the acts or omissions of the indemnifying party, its Permittees and/or any of its subcontractors in the course of performance or non-performance of any work incident to this Agreement. No party shall be deemed the agent of another party. The terms and provisions of this paragraph shall survive the termination or cancellation of this Agreement and the closings.

E. Applicable Law: This Agreement, and the rights and duties hereunder, shall be interpreted in accordance with the internal laws of the State of Arizona without regard to conflicts of laws principles. The situs of all litigation shall be exclusively the Arizona Superior Court in and for Maricopa County unless mutually determined otherwise in writing. By signing this Agreement, the parties acknowledge that this exclusive means of adjudication is entered into under the free will of both parties and in consideration of this Agreement.

- F. No Partnership and Third Parties: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between PUSD and the Developer. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- G. Attorneys' Fees: In the event any of the parties to this Agreement take legal action or other steps to enforce the terms of this Agreement, the prevailing party or parties shall be entitled to recover their expenditures, including by not limited to, reasonable attorneys' fees, costs of tests, inspections and reports by experts, costs of exhibit preparation, expert witness fees and court costs from the party or parties at fault.

DATED AND SIGNED BY:

THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11

Its President
On behalf of the PUSD Governing Board

Date

Please print name

DEVELOPER

Its President
On behalf of Developer

Date

Please print name

EXHIBIT "A"

Developer's Consideration To Be Made To The District

Project Name: Sunset Ranch 2, Parcel H PAD Amendment

Project Location: Approximately 5 acres near the NWC of 102nd Ave and Villa Chula, Peoria, AZ

Description of Consideration:

Developer hereby agrees to payment of a contribution for capital facilities and/or general maintenance and operations expenses to PUSD equal to the sum of \$1,000 per house for an estimated total of 15 homes in the Parcel H PAD amended area of the subdivision. The total amount of the Contribution shall be adjusted at the rate of \$1,000 per home based on the actual number of homes constructed. The Contribution shall be payable no later than at the time each house closes escrow with a third party buyer and is to be used specifically to assist the current shortfall in funding for capital facilities in the Peoria Unified School District.

Notwithstanding any obligation to the contrary, PUSD shall release Developer from the voluntary assistance payment set forth under this Agreement in the event Developer is subject to any mandatory school related municipal impact fee, excluding taxes. Developer shall, however, remain liable to PUSD for the difference between any mandatory impact fee amount and the amount due PUSD under the terms of this Agreement, should the mandatory impact fee obligation be less than the amount due herein.

EXHIBIT "B"

Legal Description of the Property

Parcel H:

APN: 200-10-043

The North half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian.

ORDINANCE NO 2013-06

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM GENERAL AGRICULTURE, TO A PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on March 7, 2013 in zoning case Z05-25A.4 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from the General Agriculture, to a Planned Area Development (PAD) as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on February 15, 2013; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from General Agriculture to a Planned Area Development (PAD) zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall conform in all material respects to the "Sunset Ranch II" Planned Area Development Standards and Guidelines Report, (case Z05-25A.4) dated 04/23/13.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z05-25 (*Sunset Ranch II PAD*) and the subsequent amendments (Z05-25A.1, Z05-25A.2, and Z05-25A.3).

Those conditions shall remain in force for the PAD.

3. The site falls along the border of water pressure zones 3E and 4E. As such a water valve will be needed at the tie into the existing water stub out at the south end of 102nd avenue (valve to be placed out of street behind the west back of curb) Valve will remain in closed position until a future Pressure Reducing Valve is installed. The main line within the onsite Cul-de-sac will need to have an automatic water flushing mechanism and meter due to the long length of dead end line.
4. All Civil Improvement plans shall comply with the City of Peoria Infrastructure Design Guidelines.
5. A Final Drainage Report shall be submitted with the Preliminary Plat application. Retention must be provided for the 100-year, 2-hour storm event.
6. The Final Drainage Report shall conform to the Area Drainage Master Plan.
7. If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
8. On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves.
9. The Developer is required to submit water and sewer analysis for the entire site, and necessary documentation required for issuance of the Agreement to Serve letter to Maricopa County.
10. The Developer is required to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the Civil Improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible for undergrounding any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
13. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
14. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision. A SLID Assessment Diagram will be required as part of the Final Plat submittal
15. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of the paving permit. The City will determine the amount at the time of permit issuance.
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible for replacing all pavement adjacent to the development to the monument line unless, it can demonstrated that the existing pavement meets the City of Peoria's requirements.

18. The Developer is responsible for verifying visibility and sight distance triangles for intersections, driveways, and grade separations.
19. The Development shall comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the Civil Improvement Plans in accordance with the SWPPP checklist.
20. The Developer shall dedicate half-street ROW on 102nd Avenue (25-foot) along the frontage of the project.
21. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE.
22. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
23. Prior to Final Plat recordation, the applicant shall obtain approval of final grading, drainage, utilities, and paving plans in conjunction with a Final Drainage Report and Final TIA. These final plans and reports shall be in conformance with the approved preliminary plans and report. The Final Plat shall be submitted with the first submittal of the improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
24. All subdivisions shall submit a local street signing plan with the first submittal of the improvement plans.
25. A signing and striping plan for off-site improvements is required for this project and must be submitted with the first submittal of the Civil Improvement plans.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 23rd day of April, 2013.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times

Pub. Dates: April 26 & May 3, 2013

Effective Date:

EXHIBIT A

**LEGAL DESCRIPTION
SUNSET RANCH PARCEL H
BOUNDARY**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDI AN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 25.00 FEET THEREOF AS DESCRIBED IN DOCKET 3362, PAGE 406, RECORDS OF MARICOPA COUNTY.

MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17 BEING A CITY OF PEORIA BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER THEREOF BEAR S SOUTH 00°08'38" EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°8'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 658.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 17;

THENCE NORTH 89°11'17" WEST, ALONG SAID NORTH LINE A DISTANCE OF 1971.57 FEET TO A POINT ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°22'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

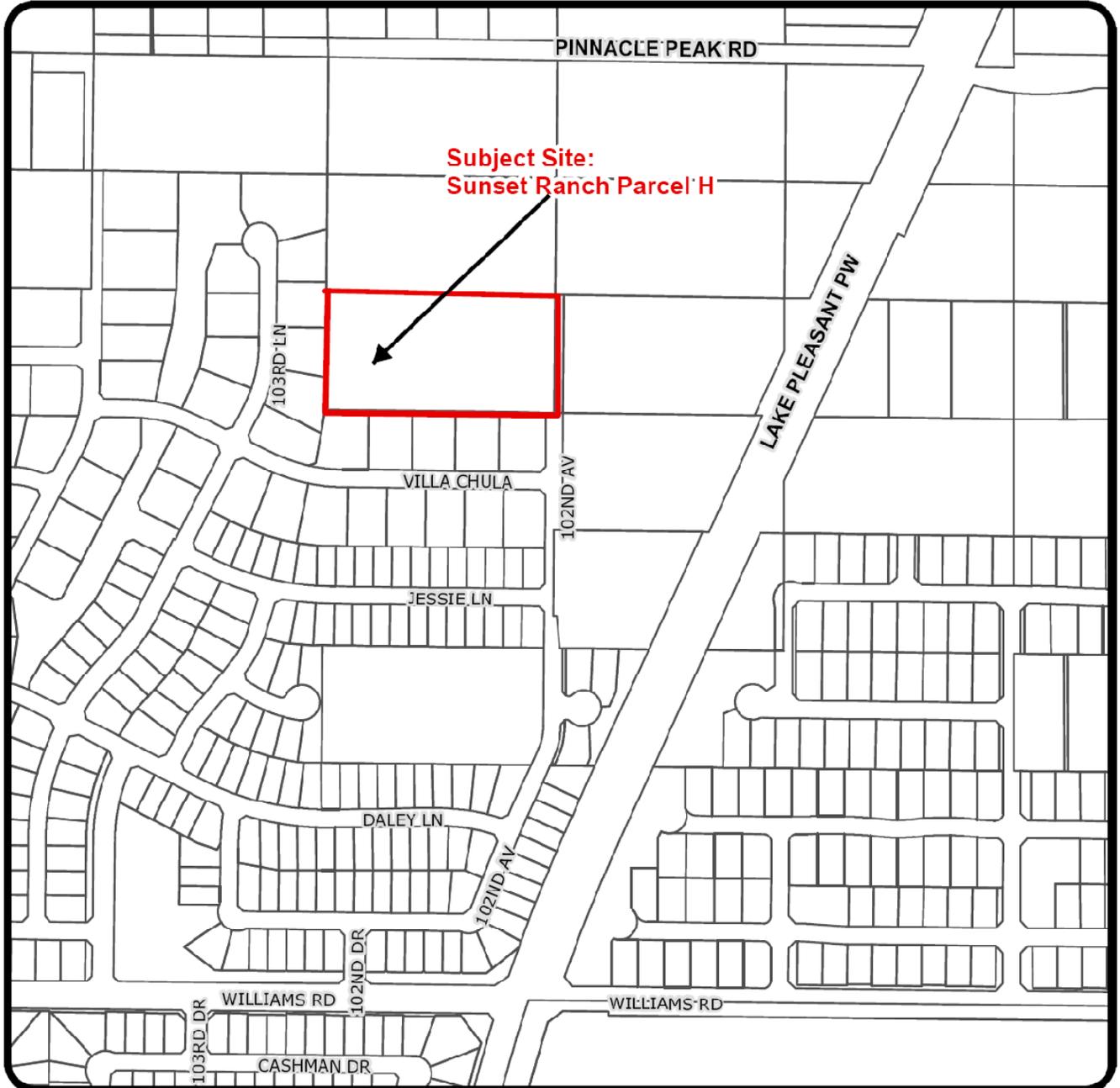
THENCE NORTH 89°13'20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 624.85 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 00°33'11" EAST, ALONG SAID WEST LINE, A DISTANCE OF 330.67 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 89°11'17" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 623.85 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 206,334 SQUARE FEET OR 4.7368 ACRES, MORE OR LESS

EXHIBIT B Map





City Council Calendar

Color Key:
City Council

< March	April 2013						May >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3 Budget Study Session	4 Budget Study Session	5	6	
7	8	9 Regular City Council Meeting Special Meeting & Study Session	10 Budget Study Session	11	12 Budget Study Session	13	
14	15	16 Special Meeting and Executive Session	17	18	19	20	
21	22 ** MEETING CANCELLED ** 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 Council Calendar

Color Key:
City Council

< April	May 2013						June >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21  Regular City Council Meeting  Special Meeting & Study Session	22	23  Council Subcommittee on Policy and Appointments Meeting	24	25	
26	27	28	29	30	31		