

City Council Meeting Notice & Agenda



Tuesday, June 18, 2013
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting

5:00 P.M. Convene

Roll Call
Final Call To Submit Speaker Request Forms

Consent Agenda

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

Consent

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

Discussion and possible action to authorize the holding of an Executive Session for the purpose of: (a) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations pursuant to A.R.S. § 38-431.03.A.5; and (b) discussion with legal counsel and designated representatives of the public body regarding legal issues pertaining to New River Utility Company pursuant to A.R.S. § 38-431.03.A.3.

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.

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

Adjournment

Executive Session

**Convene immediately following Special City Council Meeting
Executive Room, City Council Chamber**

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

Executive Session Agenda

2. An Executive Session for the purpose of: (a) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations pursuant to A.R.S. § 38-431.03.A.5; and (b) discussion with legal counsel and designated representatives of the public body regarding legal issues pertaining to New River Utility Company pursuant to A.R.S. § 38-431.03.A.3.

Adjournment

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

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

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

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance
Roll Call
Final Call To Submit Speaker Request Forms
Presentation

Consent Agenda

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Consent

3C. **Minutes**

Discussion and possible action to approve the following minutes:

April 23, 2013 Meeting Minutes
April 30, 2013 Meeting Minutes

4C. **Disposition of Absence**

Discussion and possible action to approve the absence of Vice Mayor Tony Rivero from the Special City Council Meeting held at 5:00 p.m. on June 4, 2013.

5C. **Contract, Greater Phoenix Economic Council, Economic Development Activities**

Discussion and possible action to authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for economic development activities in Fiscal Year 2014.

6C. **Contract Amendment, Populous Inc., Peoria Sports Complex Improvements Phase 2, 83rd Avenue and Stadium Way**

Discussion and possible action to: (a) award Contract Amendment No. 5 to Populous, Inc. in an amount not to exceed \$1,000,000 for the complete design and construction administration of stadium improvements at the Peoria Sports Complex; and (b) authorize the City Manager to execute any applicable agreement documents related thereto.

7C. **Contract Amendment, Mortenson Construction, Peoria Sports Complex Improvements Phase 2, 83rd Avenue and Stadium Way**

Discussion and possible action to: (a) award Contract Amendment No. 2 to Mortenson Construction in an amount not to exceed \$200,000 for preconstruction professional services for the stadium improvements at the Peoria Sports Complex; and (b) authorize the City Manager to execute any applicable agreement documents related thereto.

8C. **Intergovernmental Agreement Amendment, Arizona Game and Fish Commission**

Discussion and possible action to approve an amendment to the current four-year Intergovernmental Agreement with the Arizona Game and Fish Commission to add Pioneer Community Park as a facility in the State of Arizona Urban Fishing Program.

9C. **Intergovernmental Agreement Amendment, the Regional Public Transportation Authority, Americans with Disabilities Act Paratransit Service**

Discussion and possible action to approve an Amended and Restated Intergovernmental Agreement with the Regional Public Transportation Authority for Americans with Disabilities Act Paratransit Service.

10C. **Ground Lease Amendment, Salty Seniorita**

Discussion and possible action to authorize the City Manager to execute the Second Amendment to the Ground Lease with Salty Seniorita dated September 14, 2006, to remove the requirement that the establishment serve breakfast, brunch, or lunch.

11C. **Budget Transfer, 75th Avenue and Thunderbird Road Intersection Improvements Project**

Discussion and possible action to authorize a budget transfer in the amount of \$300,000 from the Transportation Sales Tax Fund Contingency account to the 75th Avenue and Thunderbird Road Intersection Improvements project to cover the cost of relocating utilities, which exceeded the available project budget.

12C. **Maintenance Improvement District No. 1142, Vistancia Parcel B6, Lone Mountain Road and El Mirage Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2013-54** intention and ordering the formation of proposed Maintenance Improvement District No. 1142, Vistancia Parcel B6, located at Lone Mountain Road and El Mirage Road; and adopt **RES. 2013-55** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

13C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2013-66** accepting Deeds and Easements for various Real Property interests acquired by the City.

14C. **Designate Roadways, Establish Rights-of-Way, Various Locations**

Discussion and possible action to adopt **RES. 2013-67** 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.

15C. **Abandonment of City Interest, Federal Patent Easement, 93rd Avenue and Buckskin Trail**

Discussion and possible action to approve **RES. 2013-68** authorizing the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities located west of 93rd Avenue and south of Buckskin Trail and declaring an emergency.

16C. **Final Plat, Grand Center Plaza, 99th Avenue and Peoria Avenue**

Discussion and possible action to approve the Final Plat of Grand Center Plaza, located at 99th Avenue, north of Peoria Avenue, subject to stipulations.

17C. **Final Plat, Griffith Commerce Center Second Amended - a Replat of Lot C, 83rd Avenue and Thunderbird Road**

Discussion and possible action to approve the Final Plat of Griffith Commerce Center Second Amended, a Replat of Lot C, located at 83rd Avenue and Thunderbird Road, subject to stipulations.

18C. **Final Plat, The Meadows Parcel 4B, Williams Road and Speckled Gecko Drive**

Discussion and possible action to approve the Final Plat of The Meadows Parcel 4B, located at Williams Road and Speckled Gecko Drive, subject to stipulations.

19C. **Replat, Tierra Del Rio Parcel 4A, 107th Avenue and Happy Valley Parkway**

Discussion and possible action to approve the Replat of Tierra Del Rio Parcel 4A, located west of 107th Avenue and south of Happy Valley Parkway, subject to stipulations.

20C. **Replat, Lot 5A of Creekside Estates, 73rd Avenue and Pinnacle Peak Road**

Discussion and possible action to approve the Replat of Lot 5A of Creekside Estates, located at 73rd Avenue, north of Pinnacle Peak Road, subject to stipulations.

21C. **Replat, Tierra Del Rio Parcel 1, 107th Avenue and Happy Valley Parkway**

Discussion and possible action to approve the Replat of Tierra Del Rio Parcel 1, located east of 107th Avenue and south of Happy Valley Parkway, subject to stipulations.

22C. **Replat, Tierra Del Rio Parcel 4B, 107th Avenue and Happy Valley Parkway**

Discussion and possible action to approve the Replat of Tierra Del Rio Parcel 4B, located west of 107th Avenue and south of Happy Valley Parkway, subject to stipulations.

Regular Agenda

New Business

23R. **Reconsideration of Lease Agreement Amendment, Theater Works**

Discussion and possible action to: (a) reconsider City Council action taken on Agenda Item 18R on June 4, 2013; and (b) approve a proposed amended lease agreement with Theater Works regarding Fiscal Year 2014 funding, terms for facility maintenance and programming opportunities.

24R. **Youth Advisory Board Council Liaison**

Discussion and possible action to: (a) adopt **ORD. 2013-12** allowing selected members of the City of Peoria Youth Advisory Board to serve as an official liaison at regular City Council meetings; and (b) adopt Council Policy CP __ - ____, Youth Advisory Board Liaison Program.

25R. **Fiscal Year 2014 Property Tax Levy**

Discussion and possible action to approve **RES. 2013-69** and **ORD. 2013-09** adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for Fiscal Year 2014 and declaring an emergency.

26R. **Fiscal Year 2014 Street Light and Maintenance Improvement District Levies**

Discussion and possible action to approve **ORD. 2013-10** and **ORD. 2013-11** adopting the Street Light and Maintenance Improvement District Levies for Fiscal Year 2014 and declaring an emergency.

Call To The Public (Non-Agenda Items)

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Reports from City Manager

27. **Council Calendar**
28. **Reports with Presentation**
 - A. Bond Rating Review from Fitch Ratings
29. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**

Reports from City Council Reports from the Mayor

Adjournment

Vistancia Community Facilities District Board Meeting

Convene immediately following Regular City Council Meeting

Roll Call Final Call To Submit Speaker Request Forms

VCFD Consent Agenda

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the District Board, and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member 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.

30C. **Minutes**

Discussion and possible action to approve the following minutes:

May 21, 2013 Meeting Minutes

VCFD Regular Agenda

31R. **PUBLIC HEARING - District Budget and Tax Levy for Fiscal Year 2014**

PUBLIC HEARING: RE: Budget and tax levy for Fiscal Year 2014.

BOARD ACTION: No board action required.

32R. **Final Budget and Tax Levy Estimates for Fiscal Year 2014**

Discussion and possible action to adopt **RES. VCFD 2013-02** approving Final Budget and Tax Levy Estimates for Fiscal Year 2014.

Call To The Public (Non-Agenda Items)

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

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>.

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 23, 2013

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:01 p.m.

Members Present: Vice Mayor Tony Rivero; Councilmembers Ron Aames, Cathy Carlat, Jon Edwards, Carlo Leone and Bill Patena.

Members Absent: Mayor Bob Barrett

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Stacy Irvine, Deputy Fire Chief; Bo Larsen, Public Information Director; Roy Minter, Police Chief; John Sefton, Community Services Director; and Claudia Luján, Assistant to the City Manager.

Audience: Approximately five members of the public were present.

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

STUDY SESSION AGENDA

Subject(s) for Discussion Only

1. 2013 National Citizen Survey Results

Carl Swenson, City Manager, introduced the item pertaining to the results of the 2013 National Citizen Survey and provided the history on conducting the survey.

Bo Larsen, Public Information Director, outlined the survey process and the purpose of the survey.

Damema Mann, Senior Project Manager of the National Research Center outlined the 2013 National Citizen Survey results including:

- Response rates
- Margin of error
- Scientific sampling
- Overall quality of community
- National and custom benchmarks
- Transportation and transportation services
- Land use and development

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- Economic sustainability
- Public safety and safety services
- Environmental sustainability
- Utility services
- Parks and recreation
- Culture, arts and education
- Community inclusiveness
- Services to population subgroups
- Civic activities
- Public trust
- City employees
- Citizen priorities
- Peoria Channel 11
- Demographic comparisons
- Geographic comparisons

Discussion ensued regarding:

- Survey results for 2009
- Safety in downtown Peoria
- Number of residences recycling
- Key driver responses
- Capital Improvement Program opportunities
- Channel 11 usage and opportunities
- Opportunities for improvement

2. Youth Advisory Board Member Participation at Council Meetings

Carl Swenson, City Manager, introduced the agenda item to include Youth Advisory Board member participation at City Council meetings.

John Sefton, Community Services Director, provided an overview of the discussion to include a Youth Advisory Board member at City Council meetings.

Mr. Sefton outlined the following:

- Youth Master Plan
- Civic engagement
- Current youth opportunities

Councilmember Edwards outlined his ideas related to having a Youth Advisory Board member participate at City Council meetings, including information related to:

- Application process
- Length of service
- Alternate members
- Attendance requirements

Discussion ensued regarding:

- Voting rights
- Length of assignment
- Criteria for application
- Age criteria
- High school/college credits
- Scholarship opportunities
- Mentoring the selected youth
- Applicant pool

It was the consensus of Council to move forward with developing policies and an application. The policies are to be brought back to the Council at a future Study Session.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:11 p.m.

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

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

Members Present: Vice Mayor Tony Rivero; Councilmembers Ron Aames, Cathy Carlat, Jon Edwards, Carlo Leone and Bill Patena.

Members Absent: Mayor Bob Barrett

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; John Imig, Information Technology Director; Stacy Irvine, Deputy Fire Chief; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Dan Nissen, Assistant City Engineer; John Sefton, Community Services Director; Claudia Luján, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

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

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.

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

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

Motion was made by Councilmember Patena, seconded by Councilmember Carlat, to approve the Consent Agenda with the exception of Agenda Item 4C. Upon vote, the motion carried unanimously 6 to 0.

3C. “Autism Awareness Month” Proclamation

Vice Mayor Rivero read a Proclamation declaring the month of April as “Autism Awareness Month”.

4C. Appointments, Boards and Commissions

Clerk’s Note: Agenda Item 4C was removed from the Consent Agenda for separate discussion.

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.

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.

At the request of Councilmember Aames, Rhonda Geriminsky, City Clerk, explained that the reason for removing the members from the Youth Advisory Board was due to the number of absences at Board meetings.

Motion was made by Councilmember Aames, seconded by Councilmember Edwards, 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.

Upon vote, the motion carried unanimously 6 to 0.

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

Approved 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**

(a) Approved 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) Approved 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**

Approved 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**

Approved 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**

Approved 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**

- (a) Approved 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) Approved 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**

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.

Adopted **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**

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.

Adopted **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

Clerk's Note: Mayor Barrett joined the meeting at 7:06 p.m. by telephone conference call.

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.

Steve Kemp, City Attorney, provided an overview of the request to amend Section 19-21 of the Peoria City Code to eliminate the three-year cap on the maximum term length for any Memoranda of Understanding between the City and its employee organizations.

Motion was made by Councilmember Aames, to reject the adoption of **ORD. 2013-05** amending Peoria City Code (1992 Edition) Section 19-21 by eliminating the three-year cap on the maximum term length of any Memoranda of Understanding with employee organizations. Vice Mayor Rivero relinquished the position of presiding officer in order to second the motion.

Mayor Barrett amended the motion to amend Section 19-21 of the Peoria City Code by extending the maximum term length to four years for any Memoranda of Understanding with employee organizations. The amended motion was seconded by Councilmember Carlat.

Discussion ensued regarding the impact of increasing the maximum term length.

Upon vote, the amended motion carried 4 to 3 with Vice Mayor Rivero, Councilmember Aames and Councilmember Leone voting "no".

Upon vote, the motion as amended to adopt **ORD. 2013-05** amending Section 19-21 of the Peoria City Code by extending the maximum term length to four years for any Memoranda of Understanding with employee organizations carried 4 to 3 with Vice Mayor Rivero, Councilmember Aames and Councilmember Leone voting "no".

14R. **Memorandum of Understanding, City of Peoria Police Supervisors**

Julie Ayers, Human Resources Director, gave a brief presentation on the request for consideration of a Memorandum of Understanding for the City of Peoria Police Supervisors.

Ms. Ayers highlighted the major components of the Memorandum of Understanding, including:

- A term of four years ending June 2017
- Average step increase of 3.5 percent
- Compensatory leave limit increased to 140 hours
- Additional two days of personal leave annually
- Up-front payment of \$1,000 per member
- Creates a Professional Development Plan
- One-time payment of \$1,500 in the fourth year

Motion was made by Mayor Barrett, seconded by Councilmember Carlat to approve the Memorandum of Understanding for the City of Peoria Police Supervisors (COPPS) from July 1, 2013 through June 30, 2017, establishing wages, hours and work conditions.

Discussion ensued regarding:

- Economic environment
- Impact of increased salaries to the City's budget
- Term of the Memorandum of Understanding
- Sustaining current pool of City employees
- Positive City employee performance
- Bond rating

Upon vote, the motion carried 4 to 3 with Vice Mayor Rivero, Councilmember Aames and Councilmember Leone voting "no".

Mayor Barrett left the meeting at 7:50 p.m.

15R. **PUBLIC HEARING - General Plan Amendment, Land Use Map, Sunset Ranch II, Lake Pleasant Parkway and Williams Road**

Clerk's Note: Agenda Items 15R and 16R were presented together.

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.

Chris Jacques, Planning and Community Development Director, provided a brief overview of a request for a minor amendment to the General Plan Land Use Map to change the designation on a 4.93-acre parcel of land located north and west of the northwest corner of Lake Pleasant Parkway and Williams Road from Residential Estate Density to Residential Low Density.

The proposed minor amendment to the General Plan was accompanied by a request to rezone the parcel from General Agricultural and add it to the existing Sunset Ranch II Planned Area Development as proposed under Zoning Case Z05-25A.4.

Public Hearing:

Vice Mayor Rivero opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request 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).

Having no requests from those present to address this item, Vice Mayor Rivero declared the Public Hearing closed.

Council Action:

Motion was made by Councilmember Edwards, seconded by Councilmember Patena 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).

Upon vote, the motion carried unanimously 6 to 0.

16R. **PUBLIC HEARING - Rezoning / Major Planned Area Development Amendment, Sunset Ranch II, Lake Pleasant Parkway and Williams Road**

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.

Public Hearing:

Vice Mayor Rivero opened the Public Hearing and asked if any Councilmember or citizen wished to comment on 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.

Having no requests from those present to address this item, Vice Mayor Rivero declared the Public Hearing closed.

Council Action:

Motion was made by Councilmember Edwards, seconded by Councilmember Aames, 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.

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

Caron Sada addressed Council to extend her appreciation to the City Council and City staff for the Texas U-turn located at the Loop 101 and Union Hills Drive and for Peoria's beautiful trail system.

Reports from City Manager

17. **Council Calendar**

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone recognized the Police Department and Fire Department staff for participating in a neighborhood meeting held in the Pine District on April 20, 2013.

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Councilmember Carlat gave accolades to Fire Department staff for their rescue efforts at Lake Pleasant on Saturday, April 20, 2013.

Councilmember Edwards extended his appreciation to Chief Minter and the Police Department staff for their participation in the First Annual Make that Change Walk-a-Thon held on April 13, 2013 to benefit Special Olympics Arizona. Councilmember Edwards invited residents to attend a "Family Western Day" event to be hosted by the Palo Verde Senior Living Center on Saturday, April 27, 2013.

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

Councilmember Patena offered his thoughts and prayers to the victims of the Boston Marathon bombing and the explosion near Waco, Texas.

Vice Mayor Rivero encouraged residents to attend the Cinco de Mayo event at Centennial Plaza on Saturday, May 4, 2013.

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:01 p.m.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 23rd day of April, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

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April 23, 2013
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Dated this 18th day of June, 2013.

(Seal)

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 30, 2013

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:03 p.m.

Members Present: Mayor Bob Barrett; Vice Mayor Tony Rivero; Councilmembers Cathy Carlat, Jon Edwards, Carlo Leone and Bill Patena.

Members Absent: Councilmember Ron Aames

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Roy Minter, Police Chief; and Bobby Ruiz, Fire Chief.

Audience: There were no members of the public present.

Following a moment of silent reflection, Vice Mayor Rivero led the Pledge of Allegiance.

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

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.

Motion was made by Councilmember Carlat, seconded by Councilmember Edwards, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

1C. Authorization to Hold an Executive Session

Authorized the holding of an Executive Session for the purpose of: (a) discussion with City staff concerning negotiations involving the City's lease with Theater Works for the Peoria Center for the Performing Arts pursuant to A.R.S. § 38-431.03.A.7; and (b) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations pursuant to A.R.S. § 38-431.03.A.5.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:04 p.m.

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the Special City Council Meeting for the purpose of: (a) discussion with City staff concerning negotiations involving the City's lease with Theater Works for the Peoria Center for the Performing Arts pursuant to A.R.S. § 38-431.03.A.7; and (b) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations pursuant to A.R.S. § 38-431.03.A.5.

Clerk's Note: In accordance with A.R.S. § 38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meeting of the City Council of Peoria, Arizona held on the 30th day of April, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 18th day of June, 2013.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: May 20, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract for Services with the Greater Phoenix Economic Council

Purpose:

Authorize the City Manager to renew the GPEC contract for another year.

Background/Summary:

As part of its economic development effort, staff is seeking to renew its contract with the Greater Phoenix Economic Council (GPEC). The Greater Phoenix Economic Council is a private/public partnership representing the majority of communities in Maricopa County, and several other public and private entities.

GPEC's mission is geared toward attracting quality businesses to the region from around the world, as well as advocating and championing foundational effects to improve the region's competitiveness. GPEC's primary role is image building and marketing for the Greater Phoenix region, and adds value to retention and expansion of existing businesses through regional support and research on key projects.

Peoria has been a member of GPEC since 1991, which currently has 19 community members and is the leader in regional economic development. Membership with GPEC provides the city with development leads and prospects, as well as exposes the city to a national and international corporate site selection audience, as well as within metropolitan Phoenix. In addition, membership in GPEC allows Peoria to have a voice on decisions made regarding regional economic development strategies.

GPEC has proved to be an instrumental partner in business attraction efforts for the city's investment zones, specifically Vistancia, Old Town, and the Rovey Industrial Park.

Previous Actions:

City Council has approved the GPEC contract every year since 1991.

Options:

A: Approve the GPEC contract for another year. This means we will continue our partnership on economic development activities and use them as a resource for leads, prospects, marketing, public relations, research, and analysis.

B: Reject the GPEC contract. This means we will no longer receive indirect exposure nationally and internationally in the metropolitan Phoenix region, and we will undertake all economic development activities on our own.

Staff's Recommendation:

Authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for FY 2014.

Fiscal Analysis:

The cost for the City of Peoria to participate in GPEC for FY 2014 is \$61,441. Currently this is funded in the FY14 Half-Cent Fund City Participation-Outside Programs account 1210-0350-522006.

The level of marketing and exposure achieved through GPEC would cost significantly more if handled by city staff. Utilizing GPEC for this effort is a cost effective means to achieve a high level marketing and public relations program.

Exhibit 1: GPEC Contract

Exhibit 2: GPEC Action Plan

Exhibit 3: GPEC Performance Measures

Exhibit 4: GPEC Targeted Industries

Exhibit 5: GPEC Reporting Mechanisms for Contract Fulfillment

Exhibit 6: GPEC Insurance Requirements

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF PEORIA
City Contract No. _____**

The City Council of the CITY OF PEORIA, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2013 - June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC’s primary role is image building, marketing and new business attraction for the Greater Phoenix region.
2. Retention and expansion of existing businesses is primarily a local issue.
3. GPEC can add value to retention and expansion of existing businesses through regional support and research on key retention and expansion projects.
4. GPEC has a responsibility to advise the City when an existing company contacts GPEC regarding a retention or expansion issue.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The City shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in

writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later December 31, 2013.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:
1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$61,441.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2014, as set forth in this Agreement. This amount is based on approximately \$.3897 per capita applied to that portion of the City's population within Maricopa County, plus \$0.5752 per capita applied to that portion of the City's population outside of Maricopa County, based upon the 2012 Office of Employment and Population Statistics, Arizona Department of Administration population estimate, which listed the City as having a population of **157,653** in Maricopa County and **7** in Yavapai County. The payment by the City may, upon the

mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC;

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC; and
4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2013, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** (“Reporting Mechanism for Contract Fulfillment”) attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organizational effort between GPEC and the City. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious working relationship, to cooperate in furthering GPEC's goals for the 2013-2014 fiscal year.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY 2014-2015 contract.
3. The City agrees to work with GPEC during the FY2013-2014 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2014-2015, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Peoria which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

- C. **ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

- D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

- E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. **GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the

City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.

H. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act , and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract.

2. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with the warranty stated in the paragraph above. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with such warranty. Any information and documents obtained by the City during the course of an audit conducted in accordance with this paragraph for the purpose of determining compliance with such warranty shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have 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 Arizona Revised Statutes § 23-214(A).
4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

J. TERMINATION. City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing.

The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:

Susan Daluddung
Deputy City Manager
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345
Phone: 623-412-7300
FAX: 623-412-7309

With a copy to:

City Attorney
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345
Phone: 623-773-5180
FAX: 623-773-7043

If to GPEC: Barry Broome
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or its successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

- Exhibit A – GPEC Action Plan
- Exhibit B - GPEC Performance Measures
- Exhibit C - Targeted Industries
- Exhibit D - Reporting Mechanism for Contract Fulfillment
- Exhibit E - Insurance Requirements

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2013.

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Carl Swenson
Its: City Manager

ATTEST:

By: _____
Wanda Nelson
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Kemp
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____
Barry Broome
Its: President & Chief Executive Officer

CENTER OF GRAVITY

FY2014 ACTION PLAN

DRAFT
EXHIBIT A



Greater Phoenix
ECONOMIC COUNCIL



Renewable
Energy



Biomedical/
Personalized
Medicine



Advanced
Business
Services



Manufacturing
& Logistics



Mission
Critical



Aerospace
& Aviation



Emerging
Tech

MEMBER COMMUNITIES

MARICOPA COUNTY
APACHE JUNCTION
AVONDALE
BUCKEYE
CASA GRANDE

CHANDLER
FOUNTAIN HILLS
GILA BEND
GILBERT
GLENDALE

GOODYEAR
MARICOPA
MESA
PHOENIX
PEORIA

QUEEN CREEK
SCOTTSDALE
SURPRISE
TEMPE
TOLLESON

WICKENBURG
YOUNGTOWN

GPEC MISSION

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

WHAT TO EXPECT IN THE FOLLOWING PAGES

- 4 GPEC Stakeholders
- 6 FY14 Metrics
- 7 FY14 Budget
- 8 Business Development
- 10 Competitiveness
- 12 Marketing and Communications
- 13 Stakeholder Engagement: Paving the Way

FY13 MILESTONES

Momentum gained in the last year—select achievements and key benchmarks

FY14 ACTION ITEMS

Sample of activities that adhere to a five-year vision and result in progress

DRIVES THESE FY14 METRICS

Shows relationship between action items and annual performance goals

EXECUTIVE SUMMARY AND FIVE-YEAR STRATEGIC PLAN OVERVIEW

CENTER OF GRAVITY

One of GPEC’s most unique and differentiating traits is our ability to convene public and private-sector leaders around the same table to develop and implement strategies that will transform Greater Phoenix’s economic landscape. At GPEC, aspirations of greatness are shared, common ground is found and collectively stood upon, and risks are taken together. In the natural ebb and flow of business and economic cycles, GPEC remains a constant force, striving to outperform other markets for investment, serving our communities through job creation and championing a marked change in the state and region’s competitive position. Your leadership, support and participation have made GPEC a center of gravity.

As GPEC approaches our 25th year as the region’s economic development authority, we are resolute in our endeavors to maintaining and celebrating a model that has proven its effectiveness time and again.

VISION AND PROGRESS

As approved by GPEC’s Board of Directors in FY11, these strategic pillars will guide the organization’s fiscal year activities, and by 2016, lead to the following vision statements:

Strategic Pillar	By 2016
Market Intelligence	GPEC’s market intelligence model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and “go to” organization.
International	GPEC’s foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation’s premier agency and leader in the economic development realm. In Arizona, GPEC will be the principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

GPEC STAKEHOLDERS*

MEMBER COMMUNITIES

Maricopa County
Apache Junction
Avondale
Buckeye
Casa Grande
Chandler

Fountain Hills
Gila Bend
Gilbert
Glendale
Goodyear
Maricopa

Mesa
Phoenix
Peoria
Queen Creek
Scottsdale
Surprise

Tempe
Tolleson
Wickenburg
Youngtown

PLATINUM

Alliance Bank of Arizona
APS
Arizona Cardinals
Arizona Diamondbacks
Arizona Republic/
Gannett Foundation
Arizona State University
Bank of America
Banner Health
BBVA Compass
Chase
Cox Communications
D.L. Withers Construction

Dignity Health
DMB Associates
Ernst & Young
Freeport McMoRan
Copper & Gold Inc.
Henry & Horne
Hines
Intel Corporation
Job Brokers Inc.
Kitchell
Maracay Homes
Maricopa Community
Colleges

Mayo Clinic
Meritage Homes
MidFirst Bank
PetSmart
Phoenix Suns
Polsinelli PC
Power One
Republic Services
SCF Arizona
Squire Sanders
SRP
University of Phoenix
US Airways

Verizon Wireless
Walmart
Waste Management
Wells Fargo

GOLD

A1A Vista Tech
AAA Arizona
Abengoa/Abacus
Aetna
Arizona Business Bank
Avnet
BDO
BMO Harris Bank
BlueCross BlueShield of
Arizona
Cancer Treatment Centers
of America
Cassidy Turley/BRE Com-
mercial
Carlyle Development-
MetroCenter
CBIZ MHM
CBRE
CCS Presentation Systems

Celgene Corporation
Central AZ Commerce Park,
LLC
CenturyLink
Coe & Van Loo
Consultants, Inc.
Colliers International
Cushman & Wakefield
Deloitte
Deutsch Architecture Group
Digital Realty Trust
El Dorado Holdings
Empire Southwest
Gammage & Burnham
Gilbane Building Co.
Green Loop Solutions
Greenberg Traurig
Hensel Phelps
Hensley

Howard S. Wright
JE Dunn Construction
Jones Lang LaSalle
Keyser
Layton Construction
Lee and Associates
Lewis & Roca LLP
Macerich
The McShane Companies
Mortenson Construction
National Bank of Arizona
Nationwide Realty Investors
Oakland Construction
Phoenix Children's Hospital
Renaissance Companies
SmithGroup
Snell & Wilmer LLP
Southwest Airlines
Stinson, Morrison, Hecker

Sun Health
Sundt Construction
Thunderbird School
of Global
Management
Total Transit
University of Arizona
Ware Malcomb
Weitz Company
Wespac Construction, Inc.
Wood, Patel &
Associates, Inc.



SILVER

A.T. Still University
 Air Products and
 Chemicals, Inc.
 All About People
 Arizona Office Technologies
 Bank of Arizona
 Big D Construction
 Bristol Global Mobility
 Bryan Cave
 Capital Commercial
 Investment, Inc.
 Capital Group Companies
 Clark Hill PLC
 Comerica Bank
 CoStar Group

Dibble Engineering
 DIRTT
 Ellman Companies
 Ensemble DevMan
 of Arizona
 Fennemore Craig
 Fervor Creative
 Golder Associates
 Goodmans Interior
 Structures
 GPE Commercial Advisors
 Grant Thornton
 Green Card Fund
 Kelly Services
 KTAR

Kutak Rock
 Land Advisors Organization
 Merit Partners
 MSS Technologies
 Mutual of Omaha
 On Q Financial
 Osborn Maledon
 The Plaza Companies
 Quarles & Brady
 Queen Creek/
 Landmark Companies
 Rose Law Group
 Southwest Gas Corporation
 Sun State Builders
 Target Commercial

Interiors
 Tratt Properties
 Ultimate Staffing Services
 Univita
 USAA
 Volo Holdings, LLC
 WealthTrust Arizona
 Willmeng Construction, Inc.
 Wist Office Products

BRONZE

The Alter Group
 American Solar Electric
 Applied Economics
 Carefree Partners
 CORE Construction
 Dircks Moving & Logistics
 Gallagher & Kennedy

Guided Therapy Systems
 Haworth
 John C. Lincoln Health
 Network
 McCarthy Building
 Companies
 Northwestern University

Newmark Grubb
 Night Frank
 Plant Solutions
 SkySong, Scottsdale
 Innovation Center
 Sunstate Equipment
 Company

FY14 METRICS

	THRESHOLD	TARGET	STRETCH
Payroll Generated	\$194,283,011	\$213,711,312	\$235,082,443
Number of Jobs	4,597	5,057	5,562
High-wage Jobs	2,407	2,647	2,912
Average High-wage Salary	\$50,792	\$56,435	\$62,079
Qualified Prospects	206	227	250
Qualified International Prospects	37	40	44
Emerging Tech Assists	8	10	12
Reach of Editorial Placements	222M	247M	271M

FY14 BUDGET

JULY 1, 2012 - JUNE 30, 2013

Revenues	FY11-12 Forecast	% of Total	FY11-12 Budget	% of Total	FY13 Budget	\$ Change	Change
Public Funds	\$ 1,883,031	40.7%	\$ 1,883,031	40.7%	\$ 2,100,555	\$ 217,524	11.6%
Private Funds	2,495,000	53.9%	2,500,000	54.1%	2,550,000	50,000	2.0%
In-Kind Pledge	91,900	2.0%	102,500	2.2%	91,900	(10,600)	-10.3%
Special Events, Prog. & Spon.	148,000	3.2%	130,000	2.8%	140,000	10,000	7.7%
Other Income	10,000	0.2%	8,000	0.2%	5,000	(3,000)	-37.5%
Total Revenues	\$ 4,627,931	100.0%	\$ 4,623,531	100.0%	\$ 4,887,455	\$ 263,924	5.7%
Operating Expenditures							
Business Attraction	341,000	7.3%	351,000	7.5%	354,000	3,000	0.9%
Marketing	167,000	3.6%	167,700	3.6%	240,500	72,800	43.4%
Research & Strategy	102,100	2.2%	107,100	2.3%	125,550	18,450	17.2%
External Relations	227,800	4.9%	232,800	5.0%	229,700	(3,100)	-1.3%
Resource Management	238,729	5.1%	243,729	5.2%	236,906	(6,823)	-2.8%
Personnel	3,147,081	67.7%	3,157,081	67.3%	3,318,946	161,865	5.1%
Facilities	427,700	9.2%	432,700	9.2%	\$ 449,000	16,300	3.8%
Expenses	\$ 4,651,410	100.0%	\$ 4,692,110	100.0%	\$ 4,954,602	262,492	5.6%
Net Income (Loss)	(23,479)	-0.5%	(68,579)	-1.5%	(67,147)	1,432	-2.1%
Less: Capital Expenditure	(25,000)	-0.5%	(20,000)	-0.4%	(40,000)	(20,000)	100.0%
Add: Depreciation	35,000	0.8%	35,000	0.8%	40,000	5,000	14.3%
Net Change in Cash Reserves	\$ (13,479)	-0.3%	\$ (53,579)	-1.2%	\$ (67,147)	\$ (13,568)	25.3%

* Forecasted results as of April 30, 2012

FY13 MILESTONES

California Dreamin'

Capitalized on CA's increase on personal income taxes by targeting CEOs with a CA 50 campaign. The result? A tremendous immediate response – more than 60 calls within the first week – so the campaign was extended to 100 CEOs of qualified companies. GPEC is currently working with approximately 35 CA CEOs who are at the helm of companies ranging in size from 300 to 10,000 employees and represent industries like financial services, manufacturing, life sciences and technology.

Mining Emerging Tech Opportunities

Still in its infancy stage, GPEC is further developing a system to uncover and pursue emerging tech firms that have a viable funding source. Early identification of these enterprises during the capital infusion process, will afford GPEC the chance to grow technologies within the region's innovation ecosystem.

Strong Deal Flow

Through April, GPEC has delivered on several business development metrics including number of jobs, high-wage jobs and average high-wage salary. Year-end projections suggest GPEC will finish strong—among one of the organization's top five job performances in the last decade.

BUSINESS DEVELOPMENT

Create and maintain high-quality jobs and investment through targeted, direct selling

Proactively pursue the best projects that meet community and regional objectives

FY14 ACTION ITEMS

Scale California Initiative

Substantial interest in GPEC's California 100 campaign has translated to more than two dozen companies evaluating Greater Phoenix. As GPEC looks to convert these prospects to locates, we will deploy more resources to California markets and articulate Arizona's business case to executives seeking to leave or expand out of the state.

Mine Opportunities in Chicago

GPEC will expand current efforts in Chicago, increasing our presence and outreach to the market that many Arizonans formerly called home. We will study market similarities and juxtapose those areas in which Greater Phoenix has a solid advantage. GPEC will also recalibrate our messaging, historically designed for site-selectors, and cast a more refined communications net targeted at executives.

Size Up the Competition

GPEC will broaden its normal business development travel to include trips that delve into better understanding industries in the competitor markets of Austin, Salt Lake City, Las Vegas, Dallas and Denver. Austin, for example, has a storied past in technology yet continues to surface in rankings and maintain its reputation as an innovative city. Visits with market experts and research due diligence will help GPEC identify how Greater Phoenix stacks up.



Enhance Approach in China and Launch New International Markets

First introduced as the China Z Corridor Strategy, the China-Arizona Alliance has resulted in effective connections to companies and multipliers in Shanghai and its surrounding cities, which boasts the largest concentration of industries in China. The Alliance comprises Arizona Commerce Authority, Arizona State University, Tucson Regional Economic Opportunities and GreenCardFund. GPEC will continue to develop these relationships through a series of investment forums on doing business in Greater Phoenix, not only in China but also in other foreign markets within Western Europe and Western and Eastern Canada.

DRIVES THESE FY14 METRICS

- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Average high-wage salary
- Payroll generated
- Stakeholder satisfaction with business attraction

FY13 MILESTONES

The State of an Industry

Released findings from a pre-sequestration study that analyzed 114 of the region's most at-risk aerospace and defense companies. GPEC's market intelligence program on this effort received widespread praise among federal officials in Washington, D.C. and could serve as a future national model.

Unprecedented D.C. Mission

Record participation from more than 60 civic and business leaders, noteworthy attendance from Arizona's congressional delegation and a first-ever national panel discussion on immigration uniquely defined the 2013 Executive Mission to Washington, D.C. GPEC organized 44 key meetings over the course of three days.

Having the Innovation Conversation

Outcomes from the work of GPEC's Innovation Council included the launch of industry roundtables, which focused on education IT and healthcare IT, bringing increased attention to emerging technology clusters in the region.

COMPETITIVENESS

Guide new, strategic business opportunities through geographic and industry trend analyses

Evaluate targeted, sound economic development programs that enhance regional and state competitiveness

FY14 ACTION ITEMS

Advance the Market Intelligence Program

Following the rollout of our findings from the aerospace and defense analysis and pre-sequestration report, GPEC will continue monitoring this industry to assess the impact from sequestration. GPEC will also expand the market intelligence program to researching information communications technology (ICT). An in-depth look at the region's ICT assets and overall evaluation of industry trends will equip our communities with intelligence beneficial to their respective retention efforts.

Implement a Regional Science and Technology Initiative

Building on the work from FY13, GPEC will coalesce business and community leaders to execute an economic growth plan designed to transform Greater Phoenix into a knowledge-driven economy. The purpose of the initiative is to lead the nation and the world in new technologies and innovation, and ultimately increase the region's prospects for greater prosperity and economic sustainability.

Champion Shifts in Arizona's Competitiveness

GPEC will continue the quest for number one in the Mountain West, and seek the passage of a property tax reclassification tool at the Arizona legislature. Designed to attract export industries, which drive economic growth, this performance-based program will improve GPEC's ability to compete for investments and quality job creation.



Uphold a Compelling Research Model

Over the last several years, GPEC has earned a reputation for our ability to deliver valuable research and analyses to prospective companies, policymakers and business leaders. GPEC will apply our competency in evaluating and translating sophisticated research to increasingly important subjects like education, workforce and emerging industries.

DRIVES THESE FY14 METRICS

- Pipeline of qualified prospects
- Average high-wage salary
- Emerging technology assists
- Competitive position progress

FY13 MILESTONES

Incredible PR

Capitalized on key national and international themes, which led to an extraordinary 674-plus million media impressions. PR efforts surrounding the International Trade Commission hearing on solar tariffs in China, GPEC's CA 100 campaign in response to Prop 30, and the *Arizona Talks Immigration* panel in Washington, D.C. resulted in solid media placement for GPEC.

An International First

Created a first-ever international guide to doing business for foreign companies seeking to invest in the U.S. This comprehensive toolkit, compiled by some of the region's top experts, is available in print and online in English, Chinese and Spanish at www.gpec.org/toolkit.

Striking Gold in the Golden State

Immediately followed passage of CA's Prop 30, which significantly increased personal tax rates on incomes over \$250,000, with a CA 50 campaign targeted at CEOs. GPEC deployed PR, print advertising, email marketing and social media to promote the campaign, offering 50 qualified CA execs a first-rate market overview to evaluate the region for relocation and expansion opportunities. After non-stop calls within the first week, the campaign was extended to the first 100 qualified CEOs showing interest.

MARKETING & COMMUNICATIONS

Market and promote region's strengths and assets in new markets using non-traditional tools

Continue to position GPEC as a reliable resource for stakeholders, policy-makers, citizens and media on key economic development issues

FY14 ACTION ITEMS

Build Upon Success in California

An aggressive marketing campaign to lure executives from the Golden state resulted in a highly successful series of media stories about the region and an abundance of new California prospects. GPEC will follow this move with new tactics that include leveraging the support of partners to position the region's brand through digital, print and display mediums across California, as well as a continued media strategy to leverage ongoing opportunities.

Bridge the Region to International Markets

More so than in years past, GPEC will focus on implementing an international marketing campaign that includes increasing awareness for Greater Phoenix and our market offerings. We'll also strengthen ties with Washington, D.C.-based agencies that serve as points of entry for foreign companies, thereby gaining more immediate visibility among firms seeking to invest in the U.S.

Go Bigger in Chicago

GPEC will complement business development activity in Chicago with a more direct campaign targeting executives in the Windy City. Through electronic marketing and a potential, strategic media buy, GPEC will hone in on differentiating market characteristics and promote the benefits of doing business in Greater Phoenix.



DRIVES THESE FY14 METRICS

- Pipeline of qualified prospects
- Pipeline of international prospects
- Total reach of editorial placements

Maintain a High Profile

Media placement for the region and GPEC has been off the charts thanks to more calculated, relevant positions on foreign direct investment (ie, trade and investment with China) and taxes (ie, California's Proposition 30). GPEC will continue to pursue national and international media by developing progressive, fact-based storylines that serve to improve the state and region's brand in outside markets.

Recapture the Conversation

GPEC will explore the revival of our "Convening the Community" series in support of our efforts to implement a regional science and technology initiative. In 2009, these town-hall type forums drew 800-plus attendees and 12,000 television viewers to an important dialogue on the region and state's competitiveness.

STAKEHOLDER ENGAGEMENT

The active involvement by GPEC stakeholders carves a path for our region to become world-class and extraordinary. Stakeholder support enables GPEC to pursue economic opportunities while allowing investors to participate in key economic development activities.

GOVERNANCE

Board of Directors

Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

Executive Committee

Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

Board-Level Committees

« Performance Committee

Evaluates the performance of the organization and the President & CEO.

« Nominating Committee

Serves to nominate the At-Large Directors and Board officers.

« Audit Committee

Assesses internal controls and oversees auditors and the annual audit.

« Finance Committee

Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.



LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.

Community Building Consortium*

Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.

Economic Development Directors Team

Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

Education Council* (under consideration)

Reviews current workforce skills gaps, supports the advancement of a science and technology initiative and identifies education-to-career path solutions.

GPEC Next Leadership Council*

Ensures the organization operates in a model that is innovative, integrated and proactive.

Healthcare Leadership Council*

Works to advance a healthcare initiative for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.

Innovation Council*

Leverages the region's expanding innovation ecosystem in an effort to foster growth in emerging industries and ultimately diversify the economy.

International Leadership Council*

Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.

Marketing Committee*

Offers guidance on the development of regional branding, and GPEC's marketing and media efforts in support of our core mission.

Mayors Council

Convenes mayors of GPEC's municipalities for regular updates on strategic initiatives.

AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business-climate improvement and business development efforts.

Ambassadors

Help communicate, educate and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

Certified Ambassadors

A qualifying program for Ambassadors who serve as an extension of the GPEC team and are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.

Ambassador Steering Committee

Advises on strategic direction of Ambassadors Program; design activities relevant to and in support of GPEC's mission; serve as a sounding board for emerging initiatives and support implementation of programs.

** Eligibility determined by investment level or strategic appointment*

Like a whirl of shiny flakes sparkling in a snow globe, Hubble caught this glimpse of many hundreds of thousands of stars moving about in the globular cluster M13, one of the brightest and best-known globular clusters in the northern sky. These stars are packed so closely together in a ball, approximately 150 light-years across, that they will spend their entire lives whirling around in the cluster. Near the core of this cluster, the density of stars is about a hundred times greater than the density in the neighborhood of our sun.



Greater Phoenix
ECONOMIC COUNCIL

2 N. Central Ave., Suite 2500, Phoenix, AZ 85004

Phone: 602.256.7700 | Fax: 602.256.7744 | www.gpec.org



[greater phoenix economic council \(groups\)](https://www.linkedin.com/groups/greater-phoenix-economic-council)



[@gpec](https://twitter.com/gpec)



facebook.com/gpec4jobs



[gpecgreaterphoenix](https://www.youtube.com/gpecgreaterphoenix)

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2013-2014

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$194.2M
2. Total Number of Jobs Created	4,597
3. Total Number of High-Wage Jobs	2,407
4. Average High-Wage Salary	\$50,792
5. Emerging Tech Assists	8
6. Number of Qualified Prospects	206
7. Number of Qualified International Prospects	37
8. Total Reach of Editorial Placements/Exposures	222M

GPEC continues to target high-wage industries (Renewable Energy; Biomedical/Personalized Medicine; Advanced Business Services; Manufacturing & Logistics; Mission Critical; Areospace & Aviation; Emerging Tech)

EXHIBIT C

TARGETED INDUSTRIES

FY2013-2014

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2013-2014, GPEC will continue its emphasis on the following: Renewable Energy; Biomedical/Personalized Medicine; Advanced Business Services; Manufacturing & Logistics; Mission Critical; Aerospace & Aviation; Emerging Tech.

Member communities will target the following:

Apache Junction

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

Avondale

Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

Casa Grande

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability.

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert

Corporate/regional headquarters; advanced business services; high-tech/software (R&D, data center, services); next generation electronics (sensors, optics); aerospace and defense (satellite, FAA repair); biotechnology and life sciences (R&D, oncology, regenerative medicine, cardiovascular science, medical device); clean technology and renewable energy (R&D, algae, biodiesel)

Glendale

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality; renewable energy; technology

Goodyear

Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region.

Mesa

Primary Target Industries: Healthcare, Education, Aerospace/Defense and Tourism/Technology
Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; environmental technology; research & development; bioscience; sustainability

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

Bio-life science; advance business services; manufacturing; sustainable industries and enterprises; high education; world business, trade and FDI; and established/emerging enterprises

Queen Creek

Aerospace and aviation; health and wellness; arts, culture and experience; education; clean and renewable energy and water; family/youth & children activity destinations

Scottsdale

Information technology/software; healthcare/biomedical; financial services; sports/lifestyle; solar/sustainable industries; education

Surprise

Environmental technology; advanced medical services; biotech; education and healthcare; transportation and distribution

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg

Heavy industrial; standard manufacturing; transportation & distribution; rail services; food processing; mining support facilities; renewable energy; environmental technology research & manufacturing; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

EXHIBIT D
FY 2013-2014
REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

GPEC continues to target high-wage industries (advanced business services, aerospace, life sciences, renewable energy, high-tech/IT)

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 12/93 or any replacement thereof) Combined Single Limit Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

- D. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.
- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: June 4, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment, Populous Inc., Peoria Sports Complex Improvements Phase 2, 83rd Avenue & Stadium Way (Solicitation No. P10-0027, Project No. CS00022, LCON 03510E)

Purpose:

This is a request for the City Council to a) award Contract Amendment No. 5 to Populous, Inc. in the not to exceed amount of \$1,000,000 for the complete design and construction administration of stadium improvements at the Peoria Sports Complex, and b) authorize the City Manager to execute any applicable agreement documents related thereto.

Background/Summary:

Since 1994, the City of Peoria has supported a lease agreement with the Seattle Mariners and San Diego Padres baseball clubs, which provided for Spring Training games at the Peoria Sports Complex, as well as the use of fields and clubhouses year-round by the clubs. The presence of these two teams has proven to be an important community asset, as well as an important economic driver. In 2012, the City entered into a new 20-year term contract with the Padres and Mariners. The terms of the agreement call for the City to support the renovation of both baseball clubhouses, as well as offer improvements to the stadium itself. A portion of these costs are expected to be reimbursed by the Arizona Sports and Tourism Authority (AZSTA).

The City is currently in construction on the first phase of the Sports Complex Improvements which entails the construction of new / renovated clubhouses for the Seattle Mariners and San Diego Padres. Phase two of the Sports Complex Improvements, with a total capital budget of approximately \$7 Million, will entail the design and construction of improvements to the stadium. The types of improvements being evaluated include:

- Design refresh of the stadium facades to match the new aesthetic of the Mariners and Padres Clubhouses;
- Modifications and expansions of various seating categories;

- Enhanced outfield berm experience;
- Enhanced points of sale (team shops, vendor booths, group concessions);
- Enhanced group seating areas;
- Technology enhancements to serve fans, vendors, the teams, and the media;
- ADA enhancements.

A delegation of stakeholders from the City of Peoria has worked closely with the executive leadership of the Mariners and Padres in developing a mutually agreeable palette of stadium improvements.

National sports venue Architect, Populous Inc., was selected by the City of Peoria in 2010 to provide the requisite architectural and engineering services for the various project phases. Prior awards (listed below) were in support of the first phase of clubhouse improvements. It is now necessary to amend the Populous Inc. agreement to include the design and construction administration of the second phase of stadium improvements.

A May 29th meeting with the Mariners and Padres has yielded enough concurrence on the desired improvements to be able to begin development and negotiation of a scope and fee for professional services. It is anticipated that the City will conclude these negotiations during the Council’s summer recess; therefore staff is seeking the Council’s approval to authorize the City Manager to execute the requisite contract amendment documents. Time is of the essence in moving the project forward into the design phase so as to maximize opportunities to complete some or all of the project’s components between the 2014 and 2015 Spring Training seasons.

Previous Actions:

Previous Council actions taken with regards to the Sports Complex Improvements project include:

Base Agreement (Needs Assessment, Master Planning, & Cost Modeling)	\$ 149,000
Contract Amendment No. 1 (Additional Mariners & Padres Engagement)	\$ 31,000
Contract Amendment No. 2 (Additional Cost Estimating)	\$ 4,000
Contract Amendment No. 3 (Complete Design & Construction Administration)	\$ 2,990,000

Contract Amendment No. 4 (Additional Survey Work & Fiber Optic Routing Drawings)	\$ 7,126
Contract Amendment No. 5 (Estimated Maximum Value) (Phase II Stadium Design & Construction Administration)	\$ 1,000,000
Revised Contract Total Previous plus Current Actions	<u>\$ 4,181,000</u>

Future Actions:

To the extent that the negotiated fee for the improvements does not exceed the projected \$1,000,000 requested expenditure authority, no future Council Actions are anticipated for this agreement. The second phase of stadium improvements will conclude the City's near term capital improvement obligations to the Teams. Future capital improvements may occur as early as 2020 when additional Arizona Sports and Tourism Authority (AZSTA) reimbursements are received.

Options:

- A:** Approve Contract Amendment No. 5 for the complete design and construction administration of stadium improvements at the Peoria Sports Complex, and authorize the City Manager to execute any applicable agreement documents related thereto.
- B:** Deny approval of Contract Amendment No. 5. Staff would return to Council after the summer recess with the exact value of the professional services fee. The ability of staff to move the project forward into design promptly after the conclusion of negotiations will be compromised. The amount of construction which can be completed prior to Spring Training 2015 will be adversely impacted.

Staff's Recommendation:

Staff recommends that Council approve Contract Amendment No. 5 with Populous Inc. up to a value of \$1,000,000. Staff also recommends that the City Manager be authorized to execute any applicable agreement documents related thereto.

Fiscal Analysis:

Funding for this contract amendment and the related city paid project expenses is available in the 2013 / 2014 Capital Improvement Program in the Municipal Development Authority Bond fund, Building Improvements account 4232-4232-540500-CIPPK-CS00022.

Narrative:

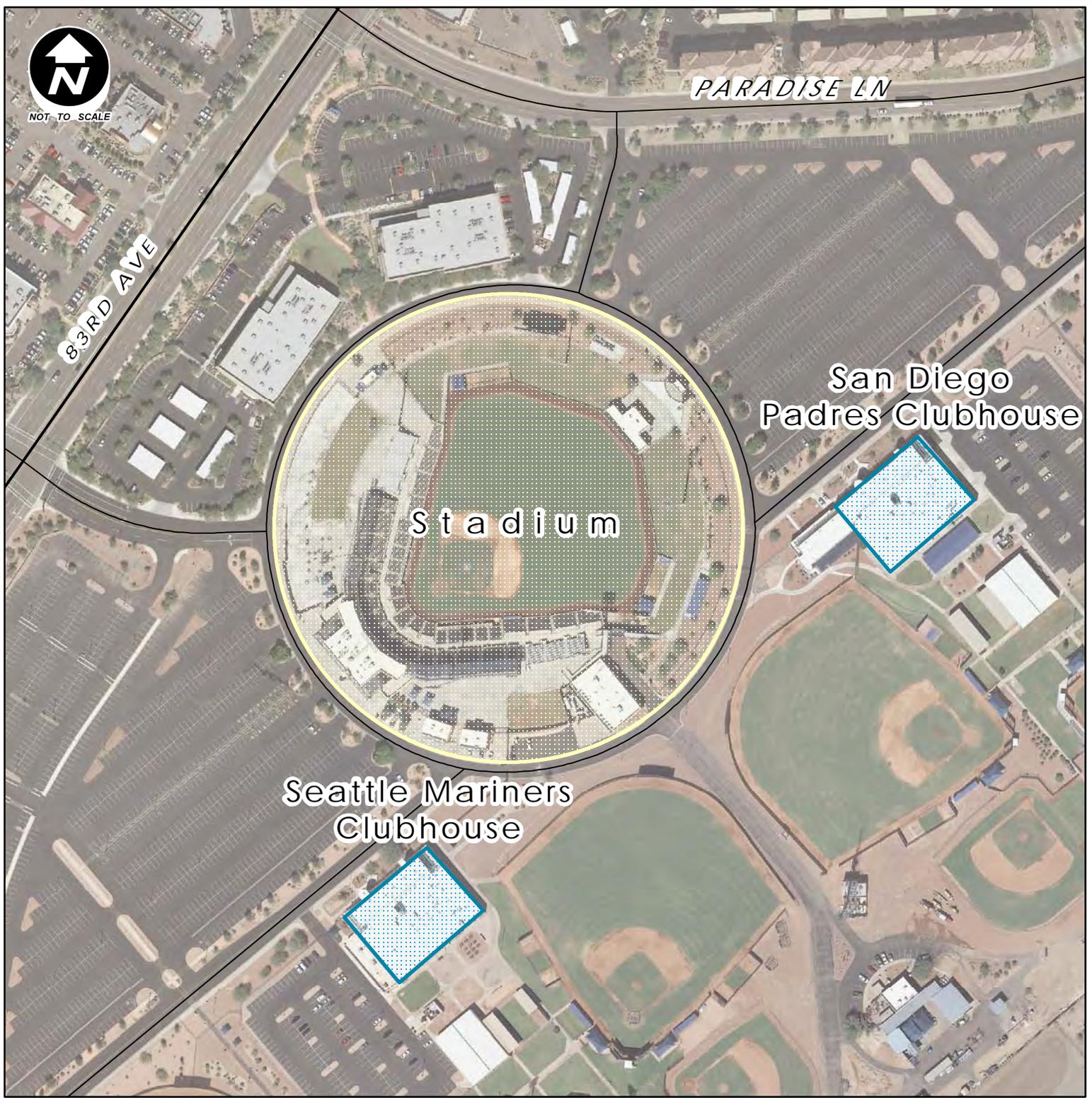
This Contract Amendment has been reviewed by the Engineering Department, Finance Department, Materials Management Division, and the City Attorney's office.

Exhibits:

Exhibit 1: Location Map

Exhibit 2: Vicinity Map

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



City of Peoria
Peoria Sports Complex
Improvements
Location Map



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



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND



Sports Complex Improvements
83rd Ave & Paradise Ln



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



VICINITY MAP

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: June 4, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract Amendment, Mortenson Construction, Peoria Sports Complex Improvements Phase 2, 83rd Avenue & Stadium Way (Solicitation No. P12-0048, Project No. CS00022, LCON 02312B)

Purpose:

This is a request for the City Council to a) award Contract Amendment No. 2 to Mortenson Construction in an amount not to exceed \$200,000 for preconstruction professional services for the stadium improvements at the Peoria Sports Complex, and b) authorize the City Manager to execute any applicable agreement documents related thereto.

Background/Summary:

Since 1994, the City of Peoria has supported a lease agreement with the Seattle Mariners and San Diego Padres baseball clubs, which provided for Spring Training games at the Peoria Sports Complex, as well as the use of fields and clubhouses year-round by the clubs. The presence of these two teams has proven to be an important community asset, as well as an important economic driver. In 2012, the City entered into a new 20-year term contract with the Padres and Mariners. The terms of the agreement call for the City to support the renovation of both baseball clubhouses, as well as offer improvements to the stadium itself. A portion of these costs are expected to be reimbursed by the Arizona Sports and Tourism Authority (AZSTA).

The City is currently in construction on the first phase of the Sports Complex Improvements which entails the construction of new / renovated clubhouses for the Seattle Mariners and San Diego Padres. Phase two of the Sports Complex Improvements, with a total capital budget of approximately \$7 Million, will entail the design and construction of improvements to the stadium. The types of improvements being evaluated include:

- Design refresh of the stadium facades to match the new aesthetic of the Mariners and Padres Clubhouses;
- Modifications and expansions of various seating categories;
- Enhanced outfield berm experience;
- Enhanced points of sale (team shops, vendor booths, group concessions);

- Enhanced group seating areas;
- Technology enhancements to serve fans, vendors, the teams, and the media;
- ADA enhancements.

A delegation of stakeholders from the City of Peoria has worked closely with the executive leadership of the Mariners and Padres in developing a mutually agreeable palette of stadium improvements.

National sports venue construction manager, Mortenson Construction, was selected by the City of Peoria in 2012 to provide the requisite preconstruction professional services for the various project phases. Prior awards (listed below) were in support of the first phase of clubhouse improvements. It is now necessary to amend the Mortenson Construction agreement to include preconstruction professional services for the second phase of stadium improvements.

A May 29th meeting with the Mariners and Padres has yielded enough concurrence on the desired improvements to be able to begin development and negotiation of a scope and fee for preconstruction services. It is anticipated that the City will conclude these negotiations during the Council’s summer recess; therefore staff is seeking the Council’s approval to authorize the City Manager to execute the requisite contract amendment documents. Time is of the essence in moving the project forward into the preconstruction phase so as to maximize opportunities to complete some or all of the project’s components between the 2014 and 2015 Spring Training seasons.

Previous Actions:

Previous Council actions taken with regards to the Sports Complex Improvements project include:

Base Agreement	
(Phase 1 Preconstruction Professional Services)	\$ 229,392
Contract Amendment No. 1	
(Phase 2 Interim Cost Estimating Services)	\$ 40,000
Contract Amendment No. 2 (Estimated Maximum Value)	
(Phase 2 Preconstruction Professional Services)	\$ 200,000
Revised Contract Total	\$ 469,392
Previous plus Current Actions	

Future Actions:

Summer 2014 (estimated): Council action will be requested to approve one or more Guaranteed Maximum Price (GMP) construction agreements for the second phase stadium improvements.

Options:

- A:** Approve Contract Amendment No. 2 for preconstruction professional services for the stadium improvements at the Peoria Sports Complex, and authorize the City Manager to execute any applicable agreement documents related thereto.

- B:** Deny approval of Contract Amendment No. 2. Staff would return to Council after the summer recess with the exact value of the professional services fee. The ability of staff to move the project forward into preconstruction promptly after the conclusion of negotiations will be compromised. The amount of construction which can be completed prior to Spring Training 2015 will be adversely impacted.

Staff's Recommendation:

Staff recommends that Council approve Contract Amendment No. 2 with Mortenson Construction up to a value of \$200,000. Staff also recommends that the City Manager be authorized to execute any applicable agreement documents related thereto.

The project may also include the following City-paid project expenses:

\$ 200,000	Professional services scope contingency.
\$ 65,000	Plan review, permit, and development impact fees payable to the City of Peoria (<i>estimated</i>). Arizona Public Service, Century Link Communications, and Cox Communications capital charges incurred for the design and construction of power, and telecommunications infrastructure. Hazardous building materials testing (<i>ex: asbestos</i>) utilizing State of Arizona or local agency contracts.
<hr style="width: 100px; margin-left: 0;"/> \$ 265,000	Total City paid project expenses

\$ 200,000	Preconstruction professional services contract to Mortenson Construction
\$ 465,000	Total Mortenson Contract Amendment + City Paid Expenses

Fiscal Analysis:

Funding for this contract amendment and the related city paid project expenses is available in the 2013 / 2014 Capital Improvement Program in the Municipal Development Authority Bond fund, Building Improvements account 4232-4232-540500-CIPPK-CS00022.

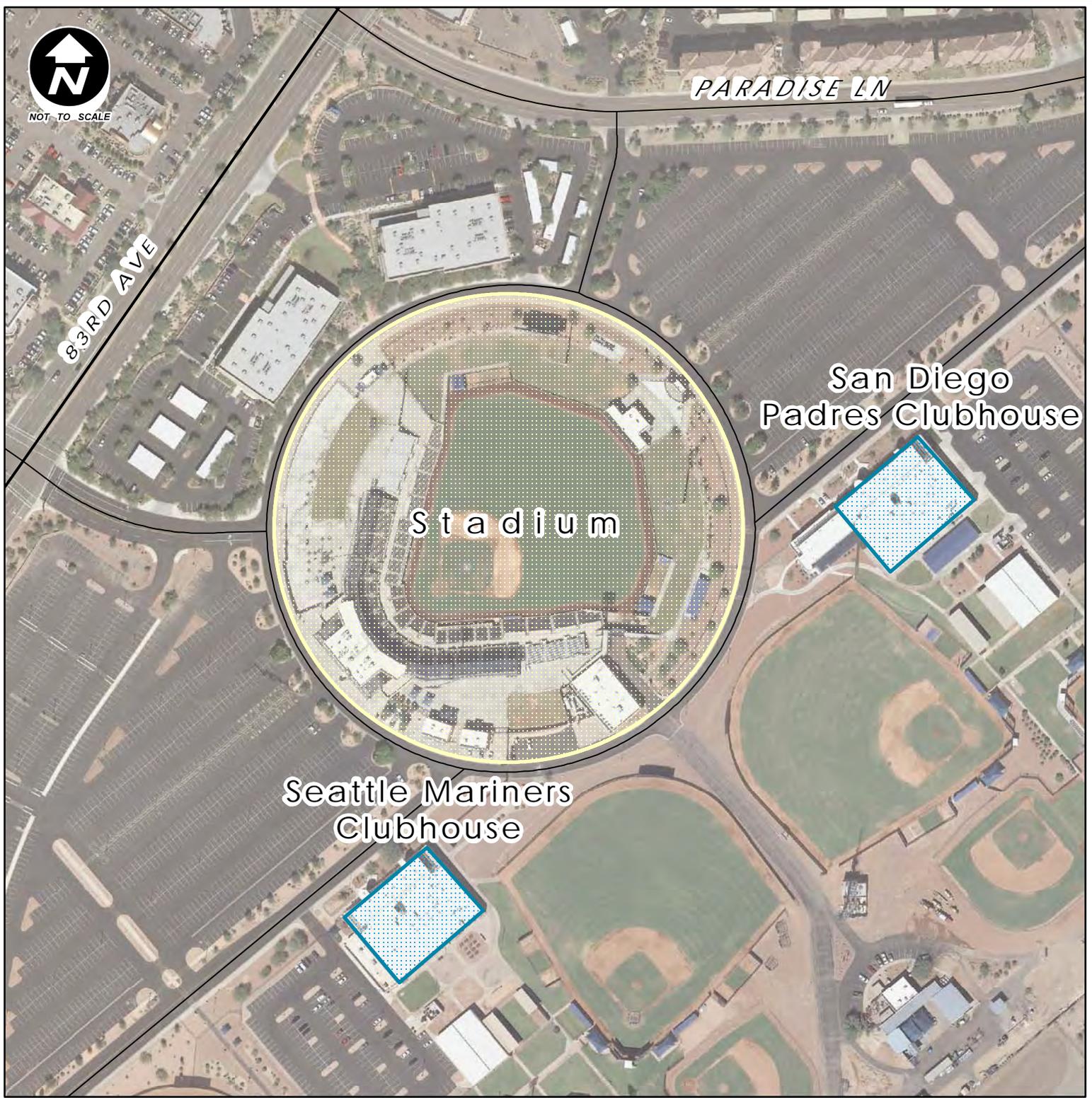
Narrative:

This Contract Amendment has been reviewed by the Engineering Department, Finance Department, Materials Management Division, and the City Attorney's office.

Exhibits:

- Exhibit 1: Location Map
- Exhibit 2: Vicinity Map

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



City of Peoria
Peoria Sports Complex
Improvements
Location Map



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



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Sports Complex Improvements
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VICINITY MAP

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: May 29, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Intergovernmental Agreement Amendment – Arizona Game & Fish Commission

Purpose:

This is a request for City Council to approve an amendment to the current four-year Intergovernmental Agreement (IGA) with the Arizona Game and Fish Commission that maintains Rio Vista Community Park as a facility in the State of Arizona Urban Fishing Program. This amendment will add Pioneer Community Park as a facility in the State of Arizona Urban Fishing Program.

Background/Summary:

The City of Peoria has had a partnership with the Arizona Game and Fish Commission since Rio Vista Community Park was opened in 2004. This partnership allows the Community Park to participate in the Urban Fishing Program. Through the Urban Fishing Program, the Arizona Game and Fish Commission promotes and stocks Rio Vista Pond, provides administrative services, enforces urban fishing rules and regulations and monitors water quality. In addition, regular Sports Fishing Education clinics are held at Rio Vista Pond.

Over the years of participation in the Urban Fishing Program, Rio Vista Pond has been stocked every two weeks with catchable rainbow trout from November through March and channel catfish from March through November. However, during the period from July 15 through September 15, stocking is suspended due to heat stress factors. In addition, sunfish are stocked twice annually – once in spring and once in late fall. As needed, the Arizona Game and Fish Commission adjusts the stocking plan to maintain a balanced fishery and improve angler success rates.

Pioneer Lake will be opened on January 1, 2014. From then on, it will be regularly stocked with catchable rainbow trout, channel catfish, bluegill and sunfish during appropriate timeframes and intervals as indicated by the Urban Fishing Program. The stocking program will be similar to

that which has proven successful at Rio Vista Pond. A public information program will also be conducted by the city in partnership with the Arizona Game and Fish Commission.

Previous Actions:

The previous IGA with the Arizona Game and Fish Commission (LCON08210) was entered into on June 25, 2010. The City Attorney's Office has reviewed the amendment.

Options:

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

- A. Authorize the approval of the amendment to the previously adopted IGA with the Arizona Game and Fish Commission to include Pioneer Lake in the Urban Fishing Program, along with Rio Vista Pond.
- B. Deny the amendment to the IGA with the Arizona Game and Fish Commission and thereby, decline offering the Urban Fishing Program at Pioneer Lake.

Staff's Recommendation:

Staff recommends that City Council approve the amendment to the IGA with the Arizona Game and Fish Commission, allowing Pioneer Lake to enter into the Urban Fishing Program with all included benefits for patrons of Pioneer Community Park.

Fiscal Analysis:

The amendment for Pioneer Community Park includes payments for Pioneer Lake in addition to the regular fee for Rio Vista Pond (\$3,160). The new costs have been accounted for and budgeted in the Pioneer Community Park operating budget, Regulatory Permits Account (1000-1533-520030). The payment to the Arizona Game and Fish Commission will be made by July 31, 2013 in the amount of \$9,630 which includes a one-time program start-up fee for Pioneer Lake (\$3,500) and the regular fee for the Urban Fishing Program (\$2,970) at Pioneer Community Park.

Exhibit(s):

Exhibit 1: Amendment to Urban Fishing Program IGA

Contact Name and Number: Chris Calcaterra, 623-773-8703

Amendment No. 1
To
Intergovernmental Agreement PHX-CON-2010-0744
Between
The Arizona Game and Fish Commission and The City of Peoria

The purpose of this Amendment is to expand the Urban Fishing Program to include the addition of Pioneer Park Lake and modify funding accordingly.

Whereas, The City of Peoria and the Arizona Game and Fish Commission entered into an Intergovernmental Agreement dated June 25, 2010, for the purpose of conducting an Urban Fishing Program, and

Whereas, both parties desire to provide an urban sport fishing recreational opportunity to the extent such a program is found practical, and

Whereas, an expansion of the Urban Fishing Program is desired to include the new Pioneer Park Lake;

Therefore: The Intergovernmental Agreement is further modified as follows:

The Commission Agrees That the Department Shall:

4. Annually stock Rio Vista Pond and Pioneer Lake with catchable rainbow trout from November through March and channel catfish from March through November. Catfish stocking will cease from June 25 through September 15 due to heat stress factors. Trout and catfish stockings will be made approximately every two weeks; however, adjustments to the schedule may be required due to climatic conditions, fish availability and condition, or lake water quality conditions.

Stock bluegill or redear sunfish once annually in late spring. Other approved fish species will be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, or 4) improve angler success rates.

The City of Peoria Agrees to:

1. Conduct an information program to inform park users of the Urban Fishing Program and provide "Open to the Public" Sport Fishing Education programs at Rio Vista Pond and Pioneer Lake. Install and maintain a Department-provided Fishing Information Station (kiosk with bulletin board) at the lake to post current Urban Fishing Program information for the public. Install and maintain as needed, Department-provided Urban Fishing Program information and regulation signs at all primary access points around the lake. Make information on the Urban Fishing Program available to the public at park facilities, on the City of Peoria website, and other outlets.

2. Pay to the Department the sum of \$18,790 over the four year term of this Agreement in accordance with the following schedule: By July 31 of Fiscal Years 2010-11 and 2011-12, pay to the Department the sum of three thousand dollars (\$3,000) each year to defray cost of program operations, including costs for fish required hereunder. By July 31 of Fiscal Year 2012-13, pay to the Department the sum of three thousand one hundred and sixty dollars (\$3,160). **By July 31 of Fiscal Year 2013-14, pay to the Department the sum of nine thousand six hundred and thirty dollars (\$9,630). This total includes three thousand one hundred and sixty dollars (\$3,160) for Rio Vista Pond, two thousand nine hundred and seventy dollars (\$2,970) for Pioneer Lake to defray cost of program operations including costs for fish required hereunder, and three thousand five hundred dollars (\$3,500) for a one-time program start-up fee for newly constructed Pioneer Lake as partial offset for initial lake stockings of starter fish to establish a resident fishery.** Payments made to the Department may be leveraged to obtain federal grant funding or other grant funding opportunities. If this opportunity arises, the City will be notified in writing by the Department, and it will be necessary to verify that all or a portion of the municipal fees do not originate from federal sources.

<u>Fiscal Year</u>	<u>Payment Schedule</u>	<u>Payment Amount</u>
2013 - 2014	July 31, 2013	\$ 9,630

8. Provide access to Rio Vista Pond **and Pioneer Lake** so that Sport Fishing Education contractors, Department personnel, and volunteer instructors may conduct Sport Fishing Education programs at no charge.
9. Provide suitable park and lake access to allow for the yearlong stocking of fish using large, heavy vehicles by the Department and their fish contractors at Rio Vista Pond **and Pioneer Lake.**

General Provisions:

3. Notices.

- A. To the City of Peoria:
Mr. Chris Calcaterra
 Peoria Sports Complex
 16101 N. 83rd Avenue
 Peoria, AZ 85382
- B. To the Department:
Mr. Eric Swanson
 Arizona Game and Fish Department
 5000 West Carefree Highway
 Phoenix, Arizona 85086

All other Terms and Conditions will remain the same.

CITY OF PEORIA

By: _____
Bob Barrett, Mayor
City of Peoria

_____ Date

ATTEST: _____
City Clerk

By: _____
City Attorney

_____ Date

ARIZONA GAME AND FISH COMMISSION

By: _____
Larry D. Voyles
Secretary to the Commission and
Director, Arizona Game and Fish Department

_____ Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: June 3, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Amended and Restated Intergovernmental Agreement (IGA) for ADA Paratransit Service between the City of Peoria and the Regional Public Transportation Authority (RPTA) (Valley Metro Mobility Services FY2014)

Purpose:

Discussion and possible action to approve an Intergovernmental Agreement (IGA) Amendment and Restatement for Americans with Disability (ADA) Paratransit Service between the City of Peoria and the Regional Public Transportation Authority (RPTA); Contract Number 151-75-2014

Background/Summary:

The City Of Peoria Transit Division currently provides Paratransit Service through the Dial-A-Ride program. The program utilizes a hybrid of City owned buses that are funded through various federal grants and on demand Taxi-Service utilizing RPTA's existing contract with Total Transit. The City has determined that this Hybrid delivery model would be in the best interest of the City and the citizens who utilize the service.

This Amendment and Restatement allows for the City to contract with RPTA for Taxi-Cab based paratransit services in support of the City's hybrid delivery model for an estimated amount of \$174,573 of which \$3,536 is projected to be paid from New Freedom Grant portion allocated to the City of Peoria through RPTA and an additional \$4,560 in fares to be collected by the Taxi-Cab drivers based on City of Peoria established rates. The attached Schedule "C" identifies the amount services to be provided through RPTA for FY 2014. Schedule "C" is updated annually and is contingent upon the RPTA Board of Directors budget approval.

Additionally, this Amendment and Restatement allows for reimbursement to the City of Peoria for actual costs of ADA trips and other requests for paratransit services made by ADA certified riders up to the maximum amount of \$208,000. The attached Schedule "E" identifies the services and Maximum amount to be provided through RPTA for FY 2014. Schedule "E" is updated annually and is contingent upon the RPTA Board of Directors budget approval.

Finally, this Amendment and Restatement allows for an estimated FY 2014 allocation for the ADA Platinum Pass Program. Schedule "F" is updated annually and is contingent upon the RPTA Board of Directors budget approval. The estimated FY 2014 allocation is \$1,670.

The ADA Platinum Pass program allows free use of fixed route bus and light rail by ADA certified CITY residents. The City will be responsible for the cost of reduced fare on local service and full express fare on express service. Participation in the ADA Platinum Pass Program is voluntary by CITY and may be cancelled by CITY by providing a ninety (90) calendar day written notice to RPTA. Participation in the ADA Platinum Pass Program reduces ADA operational costs by encouraging ADA certified passengers to use fixed route service in-lieu of more traditional ADA Paratransit services.

Previous Actions:

Council approved the Intergovernmental Agreement (IGA) between the City of Peoria and the Regional Public Transportation Authority (RPTA). This amends the following items of the Transit Service Agreement entered into between the City of Peoria and the Regional Public Transportation Authority dated August 21, 2012 (Contract #151-34-2013).

Options:

- A:** Approve IGA Amendment and Restatement for ADA Paratransit Service between the City of Peoria and the RPTA.
- B:** Do not approve the IGA Amendment and Restatement and continue providing existing service with no reimbursement from RPTA under the New Freedom Grant.

Staff's Recommendation:

Staff recommends approval the Intergovernmental Agreement Amendment and Restatement for ADA Paratransit Service between the City of Peoria and the Regional Public Transportation Authority.

Fiscal Analysis:

Funding for this request was reflected in Transit's Fiscal Year 2014 budget. (7150-7200-520099).

Exhibit(s):

Exhibit 1: Valley Metro Mobility Services Agreement (FY2014) Contract Number 151-75-2014

Contact Name and Number: William Mattingly, Public Works – Utilities Director, 623-773-5151

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 151-75-2014**

THIS TRANSIT SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2013 by and between the City of Peoria, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “Member”) and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as “RPTA”). Member and RPTA are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Member has Charter Authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. Section 48-5121; A.R.S. Section 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona RPTA “may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of” its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. Section 11-951, et seq.); and,

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement; and,

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority,

WHEREAS, City and Valley Metro entered into an IGA on July1, 2013, 151-34-2010-02 and

WHEREAS, City and Valley Metro entered into an IGA on July1, 2013, 151-48-2013 and

WHEREAS, the parties hereto desire to consolidate their two (2) existing IGA's into a single agreement

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

SECTION 1. DEFINITIONS

The following capitalized terms shall have the following meaning when used in this Agreement, unless a different meaning is clearly intended:

“RPTA” means the Regional Public Transportation Authority, a political subdivision of the State of Arizona.

“Member” means the City of Peoria, a member of the Regional Public Transportation Authority (RPTA) with voting powers.

“Effective Date” means the date on which rights granted hereunder become operative, as specified in Section 6 hereof.

“Force Majeure” means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events.

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

North West Valley Dial-a-Ride Services (Schedule C) means a system operated for the purpose of transporting designated passengers, within designated time periods, to destinations within and between each of the Cities and Town, and to designated transfer points for travel outside of the North West Valley Dial-a-Ride service area.

Americans with Disabilities Act (ADA) Public Transportation Funds (PTF) (Schedule E)
The RPTA shall transfer to the Member funds allocated by the Board of the RPTA, and specified in Schedule E, for the purposes of reimbursing Member for the cost to provide Paratransit services to ADA certified individuals. The Member shall submit a PTF Reimbursement Request Form, Attachment A, certifying that the costs have been incurred and are eligible for reimbursement.

ADA Platinum Pass Program (Schedule F) The Platinum Pass Program provides trips to customers that are ADA certified through the “in person” assessment to travel on fixed route services at no cost to the customer. The Member subsidizes the trip at 100% and this program is designed to encourage ADA certified individuals to use fixed route services for trips where they can versus traditional type paratransit trips. This program provides cost avoidance for both the participating city and the customer.

SECTION 3. RPTA’S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder, RPTA, shall:
- a. Negotiate and coordinate the implementation of operating agreements;
 - b. Provide Fixed Route Bus, Dial-a-Ride Paratransit Services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The RPTA shall ensure that the contractor(s) are duly qualified, licensed,

trained, and have adequate equipment to perform services under this Agreement;

- c. Provide marketing and merchandising of services;
- d. Draft and secure approval for annual operating budgets;
- e. Plan for, prepare changes, and amend service specifications;
- f. Invoice the Member on a monthly basis for service(s) (often based upon revenue miles) provided to Member;
- g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract;
- h. Convene a Steering Committee, consisting of representatives from the Member, the other participating Members, and the RPTA to coordinate and monitor service and to resolve service and contractual performance issues;
- i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- j. Credit Member up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- k. Provide complaint resolution process;
- l. Recommend service specifications in consultation with the Member;
- m. Provide monthly reports on ridership, revenue collected, and applicable performance standards;

3.2 RPTA will use its best efforts to provide a financial reconciliation within 30 calendar days of the end of each quarter for informational purposes. A reconciliation of all costs of service (including any administrative fees) shall be conducted after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation within 60 calendar days after the end of the fiscal year. If it is found that Member has paid more than its share of the costs of service, RPTA shall credit such overpayment to Member on its next invoice or refund the money to the Member at the Member's choice. Conversely, if Member has under paid its share of the costs of services, RPTA shall invoice the underpayment to Member. Member shall pay all

invoices submitted by RPTA to Member within 30 days.

3.3 The RPTA and the Member may conduct service and financial audits, as required, of any Services provided hereunder.

3.4 The RPTA shall provide performance data reports on a monthly basis.

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

3.6 RPTA shall notify Member of authenticated operations incidents as soon as practicable.

SECTION 4. CITY'S OBLIGATIONS:

4.1 With respect to the services provided hereunder, Member, shall:

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
- b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor and generally administer the service in City.
- c. Provide for local complaint resolution with citizens of the Member;
- d. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
- e. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
- f. The Member may purchase and install bus stop signs and associated amenities;

- g. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member shall make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 2 of this agreement.

4.4 Provide a written ninety (90) calendar day notice for major service changes.

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 5. TERM OF AGREEMENT

This Agreement shall be operative for an indefinite term to be amended on an annual basis as service needs and as Public Transportation Fund (PTF) reimbursements are agreed. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including, without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

SECTION 6. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and may be filed with the Member's Clerk. The Effective Date of this Agreement is the date first set forth above.

SECTION 7. GENERAL CONDITIONS

A. Records and Audit

All books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices as and when requested by Member.

B. Covenant Against Contingent Fees

Both Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, no member of the Member's Council or the RPTA Board of Directors, and no officer, agent, or employee of the City or RPTA has any interest, financially or otherwise, in this Agreement.

C. Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by Member and acknowledged by RPTA by letter.

D. Termination (and/or Changes in Service)

Member and RPTA hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice.

Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever (including, but not limited to, any costs of such termination as a result of Section 49 U.S.C. 1609 [formerly Section 13(c) of the Federal Transit Act of 1964, as amended] together with any penalty or costs imposed by other funding sources and any related labor costs (the total of which is hereinafter referred to as “termination costs”). If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement. Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding. Final payment shall be made within sixty (60) calendar days after the termination of service.

SECTION 8. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 9. AGREEMENT NON-ASSIGNABLE

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of Member, its officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), RPTA shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property and economic or financial loss of any character or any nature: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of RPTA or any of its owners, officers, directors, agents, contractor or employees, including employees from the Member assigned to work full time for RPTA.

It is the specific intent of the Parties to this contract that the Indemnitee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, or for economic or financial losses arising out of or in any way connected with the performance of this Agreement.

It is agreed that RPTA will be responsible for primary loss investigation, defense and judgment costs.

SECTION 11. INSURANCE

RPTA will maintain in force the insurance program approved the by RPTA Board of Directors and included in RPTA's fiscal year budgets.

SECTION 12. DEFAULT

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an

extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the affect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 13. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the RPTA Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 14. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF or a facsimile transmission, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority
Attention: General Counsel
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003

If intended for Member:

Peoria, Arizona

Office of the

Mayor

Peoria, Arizona 85345

and to:

Member's Public Transit Department

Peoria Arizona 85345

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, FAX number or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

SECTION 15. AMENDMENT

This Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 16. INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set

forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 17. APPLICABLE LAW AND LITIGATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

SECTION 18. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 19. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 20. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

SECTION 21. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 22. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 23. CONFLICTS OF INTEREST

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

SECTION 24. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 25. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by any particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 26. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 27. POLICE POWER

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

SECTION 28.

A. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211 – § 23-214.

RPTA understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. RPTA shall comply with IRCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors complying with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its subcontractors pertaining to individuals performing work under this Agreement.

Further, Member is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, RPTA shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, both RPTA and each of RPTA's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

B. SUDAN AND IRAN. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, RPTA 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.

SECTION 29. COMPLIANCE WITH THE E-VERIFY PROGRAM

29.1 Warrant of Compliance - Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party 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).

29.2 Breach of Warranty - 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.

29.3 Right to Inspect - Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

29.4 Random Verification - Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

29.5 Federal Employment Verification Provisions – No Material Breach. 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).

29.6 Inclusion of Article in Other Contracts - 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.

SECTION 30. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are hereby incorporated by reference.

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "A"	Intentionally left blank
Schedule "B"	Intentionally left blank
Schedule "C"	Dial a Ride Services
Schedule "D"	Intentionally left blank
Schedule "E"	Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule "F"	ADA Platinum Pass
Schedule "G"	Intentionally left blank

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

Stephen R. Banta, Chief Executive Officer

By: _____

APPROVED AS TO FORM:

By: _____

Michael J. Ladino

General Counsel

City of Peoria

Bob Barrett, Mayor,

By: _____

By: _____

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

By: _____

Steve Kemp

City Attorney

SCHEDULE "A" INTENTIONALLY LEFT BLANK

SCHEDULE "B" – INTENTIONALLY LEFT BLANK

**SCHEDULE “C” – PEORIA DIAL A RIDE SERVICES AND FINANCIAL
INFORMATION**

I. Sources of Project Operating Budget:

FY 2013-2014

For the period July 1, 2013 through June 30, 2014, the Member will pay RPTA an estimated amount of **\$166,477.00** for provision of Peoria Dial-a-Ride Services. Payments will be made monthly based on total revenue miles traveled by member and non-member residents, boarding fees and other costs, less fare revenue as described below. The cost per revenue mile charged to Member, boarding fees and other costs are established by the contract between the RPTA and the service provider. Member shall pay RPTA in twelve (12) monthly installments of **\$13,873.08** which shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Expenses for Peoria Services under this Agreement are based upon cost per revenue mile, boarding fees and other costs for residents of the Member Jurisdiction.

NOTE: In the North West Valley DAR area, , vehicle revenue miles will be the shortest travel distance between the origin and destination as determined by the demand response software. There is no deadhead.

The goal of the Peoria Dial a Ride is to enhance the mobility of senior citizens and persons with disabilities living in their city. Peoria provides service in the City of Peoria.

SCHEDULE “C” – PEORIA DIAL A RIDE SERVICE SPECIFICATIONS

The program is designed to meet the performance criteria established by the Federal Transit Administration (FTA) Section 504 Program and the Americans with Disabilities Act (ADA) of 1990. The following is a description of the service:

1 Type of Service:

A reservation based paratransit transportation service with an on time window (20-minute on each side of the agreed upon time) for Non-ADA service at least 95 percent of the time and with on time window (20 minutes on each side of the agreed upon time) for ADA service at least 95 percent of the time. The Dial a Ride service is provided by a contracted provider. The contractor has a fleet of taxi cabs, sedans and other accessible vehicles and contracts with one other provider that also has medical transport and accessible vehicles. The combined fleet is sized to meet all demands of the Dial a Ride.

2. Eligibility Criteria/Certification Cards:

This service is available for use by individuals that are ADA certified, seniors over the age of 65 and other persons with disabilities, the general public, and children 16 and under who are accompanied by an adult that reside within the in City of Peoria. Only those with valid ADA certification or ADA visitors will be eligible to book an ADA trip.

3 Restrictions/Priorities:

Priority will be given to all ADA trips and there will be no restrictions or priorities based on trip purpose for any ADA trips.

SCHEDULE “C” – PEORIA DIAL A RIDE SERVICE SPECIFICATIONS Cont.

4. Fares:

ADA fares shall comply with the fares adopted by the City of Peoria Mayor and Council and are a flat rate and apply throughout the CITY.

ADA and Non-ADA fares are based on a fixed rate as determined by the City. Notwithstanding any provisions of this Agreement, Fares may be amended at any time upon the approval of the City and RPTA Board of Directors.

5 Days and Hours:

Service hours every day for ADA services will be consistent with regional guidelines which are dependant on the fixed route schedule in the area being served. Non-ADA service will be from 6:00 a.m. to 6:00 p.m.. Days and hours of operation may be amended at any time upon mutual agreement among parties to this Agreement.

6 Service area:

The DAR Service Area is defined by each of the North West Valley participating jurisdictions. Each community’s Service Area may be amended at any time upon agreement among the parties to this Agreement.

7 Transfers:

Transfers to or from the Peoria, Glendale or North West Valley Dial-a-Ride services will be arranged by the originating dial-a-ride and in a way that ensures that the receiving dial-a-ride is open and that the passenger does not wait more than 30 minutes for the transfer vehicle.

SCHEDULE “C” – PEORIA DIAL A RIDE SERVICE SPECIFICATIONS Cont.

8 Complaints:

There is a central (RPTA-based) complaint system and process referred to as the Customer Assistance System (CAS). The contractor, monitored by RPTA, will have all complaints entered into CAS. The contractor will respond to the complaints and document resolution in CAS. One of the measures that the contractor receives incentives on is the number of valid complaints per 1,000 trips.

9 Payment to Provider:

The contractor will be paid by cost per revenue mile, boarding fee, group trip charge minus fare revenue collected. All fares will be kept by the operator but remain the property of RPTA and serve to offset expenses.

10 Contract Administration:

RPTA shall serve as Contract Administrator. RPTA Shall:

- Provide regular reports to Funding agencies (cities/town)
- Process, review, validate, and pay contractor invoices
- Monitor customer complaints
- Assume compliance of the contract and that its operation adheres to state, local, and federal Laws.
- Administer federal, regional, and local project funds.

SCHEDULE “C” – PEORIA DIAL A RIDE SERVICE COST ESTIMATE

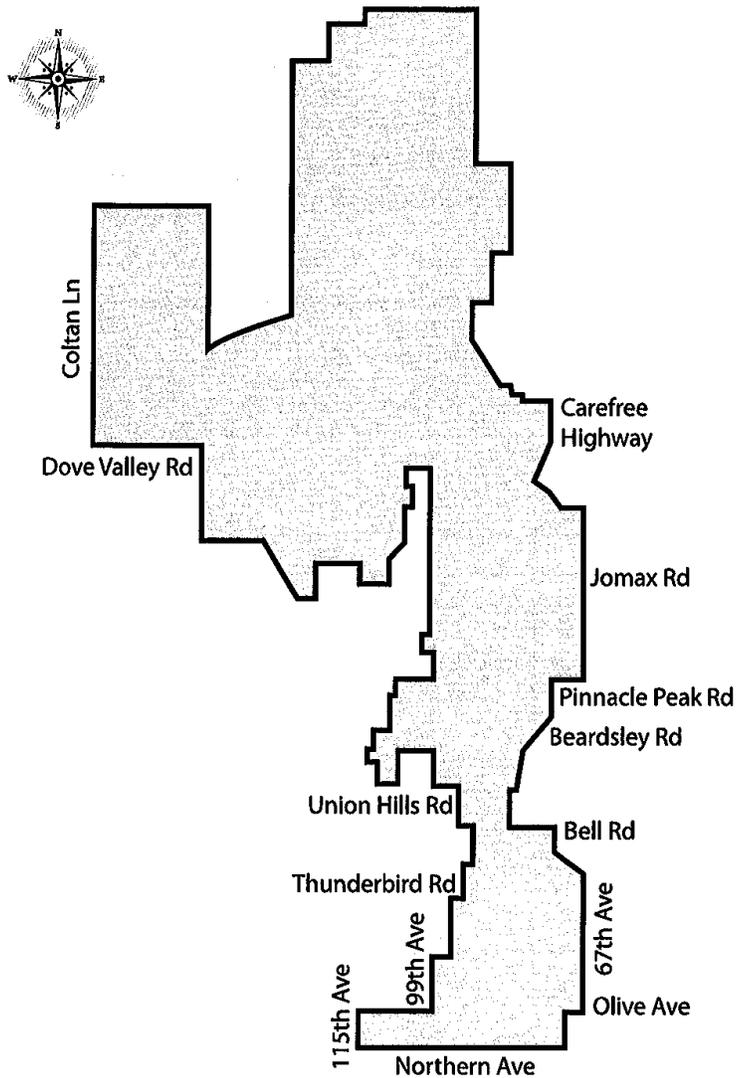
City of Peoria	
Dial a Ride Services	
Fiscal Year 2013-2014	
Sources:	
Payments from Agency	\$166,477
Public Transportation Fund - ADA	\$0
New Freedom Federal Grant	\$3,536
Passenger Fares	\$4,560
Total Sources	\$174,573
Uses:	
Payments to Contractor	\$165,200
Administrative and Agency Overhead	\$9,373
Total Uses	\$174,573

SCHEDULE "C" – MAP OF DIAL A RIDE SERVICE AREA

Peoria Dial a Ride Map of Service Areas: The boundaries of the Dial-A-Ride Service Areas are shown in Schedule C. This service area may be changed with prior written consent of the RPTA and the CITY. The transit services specified in Schedule C shall be operated during the term of this Agreement.

Peoria Dial-A-Ride

SERVICE AREA FOR PEORIA DIAL-A-RIDE



SCHEDULE “D” – INTENTIONALLY LEFT BLANK

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2013 to June 30, 2014 the maximum amount of Public Transportation Funds (PTF) available for the City of Peoria is **\$208,000.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA’s In-Person Eligibility Determination Facility and ADA Certification office.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$208,000.00**

SCHEDULE “F” – ADA PLATINUM PASS PROGRAM

ADA certified passengers, that have been through the in person process, participating in the Member ADA Platinum Pass Program may apply for a Platinum Pass that will allow them to ride fixed route service at no cost to them. It is estimated that Member’s ADA PTF annual allocation for the ADA Platinum Pass Program shall incur a cost of **\$1,670.00** in FY 2013-14. In all cases Member shall be responsible for the actual costs incurred by RPTA for administering this program including actual transportation costs by its residents. In the event that Member does not use its estimated funding provided through the RPTA Board approved ADA-PTF allocation, RPTA may direct such remaining funding to other ADA programs approved by RPTA, including but not limited to, funding of dial-a-ride and other alternative transportation programs for ADA certified users within Member jurisdiction.

Member does hereby agree to participate in the Valley Metro ADA Platinum Pass Program specified in this Schedule F. The ADA Platinum Pass program allows free use of fixed route bus and light rail by ADA certified member residents that have been through the in person process. The Member will be responsible for the cost of reduced fare on local service and full express fare on express service. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA. Participation in the ADA Platinum Pass Program reduces ADA operational costs by encouraging ADA certified passengers to use fixed route service in-lieu of more traditional ADA paratransit services. Each eligible ADA certified passenger that opts to participate will receive a ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found here: http://www.valleymetro.org/paying_your_fare/fare_options/. RPTA shall administer this program on behalf of Member and will deduct funding from Member’s annual ADA allocation of Public Transportation Funds (PTF) that may be appropriated annually to Member by the RPTA Board of Directors. RPTA shall provide report within 15 calendar days from the receipt of detailed billing report from the City of Phoenix on usage and costs incurred. Member ADA-PTF account shall be debited for all pass uses by residents of CITY on an annual basis up to the monthly capped amount of the individual reduced fare Platinum Pass and/or express fare Platinum Pass when applicable.

SCHEDULE “G” – INTENTIONALLY LEFT BLANK

ATTACHMENT "A" – PTF EXPENSE REIMBURSEMENT REQUEST

Regional Public Transportation Authority PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates)	
	FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

	<i>For RPTA use only</i>
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: June 4, 2013

Council Meeting Date: June 18, 2013

TO: Honorable Mayor and Council
FROM: Brent D. Mattingly, Chief Financial Officer
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Second Amendment to Salty Seniorita Ground Lease

Purpose:

This is a request for City Council to approve and authorize the City Manager to execute the attached Second Amendment to Ground Lease dated September 14, 2006, that would remove the requirement that the establishment serve breakfast, brunch, or lunch.

Background/Summary:

In 2006 the City entered into a Ground Lease agreement (Lease) with Salty Seniorita for operation of a restaurant and bar located at 8011 West Paradise Lane. The lease only allowed for the restaurant to be operated with a Series 12 (Restaurant) liquor license. A Series 12 liquor license requires that, at a minimum, 40% of a restaurant's gross receipts be derived from the sale of food items.

In July 2009, the owners of Salty Seniorita advised City staff that they were having difficulty maintaining the 40% minimum for food sales required by their Series 12 liquor license. They requested that the City amend the lease to allow for a Series 6 (Bar) liquor license.

On November 16, 2010 the City Council approved the First Amendment to the ground lease that provided the option of utilizing either a Series 6 or Series 12 liquor license at the Salty Seniorita location. Under the Amendment Salty Seniorita: 1) is not permitted to offer promotions or events that promote excessive consumption of alcohol, 2) is limited as to the type and frequency of promotions offering discounted sales of liquor, 3) can not hold contests or competitions that place an emphasis on alcohol consumption such as wet-T-shirt contests, wet boxer short contests, and 4) can not hold drinking contests. These conditions were consistent with the owners' representations that the business would continue to be conducted in the same way except for the percentage of food sales.

Under the current amended lease the restaurant is required to operate under a restaurant format by serving at least a full breakfast, brunch, or lunch menu and a dinner menu on each

day of operation. The full dinner menu must be served until at least 10:00 p.m. on each day. Approximately a year ago the owner approached staff and explained that, although he was in compliance with all of the requirements under the lease amendment, he was losing money during the breakfast/brunch/lunch hour operations. Staff informed the owner that the city would not consider a change to the lease amendment until the owner had made significant progress in payment of certain financial obligations due the City.

Since its original opening the Salty Seniorita restaurant has had a difficult time financially – particularly during the hot summer months. Periodically the owner has been unable to remain current on various obligations such as rent, utilities, and sales taxes. As with other businesses, the City has worked with them to try and insure full payment of all amounts owed. In February 2013 the owner entered into a “Short Term Repayment Agreement” with the City to catch up on certain outstanding obligations. The amounts owed under that agreement have been paid.

In addition, there is an amount owed from a prior year. The owner will be entering into a new short term repayment agreement to pay those amounts within a one year period. The agreement also requires that the owner remain current on all new obligations including rent and sales taxes. A default under the repayment agreement is a default under the lease agreement. As such, the lease may be terminated for uncured defaults.

On May 28, 2013 city staff received the attached letter from Mr. John Casale, owner of Salty Seniorita. In the letter Mr. Casale explains the operational requirements and financial costs associated with the lunch requirement. He asserts that, due to the staffing costs associated with the lunch requirement and the minimal number of lunchtime customers, he is losing approximately \$40,000 annually. Mr. Casale is requesting that the lease be amended to remove the requirement that his restaurant be open for lunch.

Staff recommends amending the current lease agreement to remove the lunch requirement, contingent on Mr. Casale entering into a new Short Term Repayment Agreement for the remaining amount owed. Removing the lunch requirement should provide Mr. Casale with additional cash flow that can be used to pay the remaining amount owed the City. All other terms of the existing lease would remain, including the requirement to serve a full dinner menu until at least 10:00 p.m. on each day of operation.

Previous Actions:

On September 14, 2006 the City, as Lessor, entered into a Ground Lease agreement with Salty Seniorita Peoria, LLC, an Arizona limited liability company, as Tenant, for property owned by the City at 8011 West Paradise Lane for operation of a Salty Seniorita restaurant. The Lease only allowed the restaurant to be operated with a Series 12 (Restaurant) liquor license issued by the State of Arizona Department of Liquor Licenses and Control. A Series 12 liquor license requires that, at a minimum, 40% of a restaurant’s gross receipts be derived from the sale of food items.

On November 16, 2010 the City Council approved an amendment to the Ground Lease to provide for either a Series 12 (Restaurant) or a Series 6 (Bar) liquor license for Salty Seniorita. As discussed in detail above, the amendment established certain operational requirements if the Tenant operated using a Series 6 liquor license.

Options: *(include as many as reasonable)*

A: Approve the amendment to the Lease.

B: Do not approve the amendment to the Lease.

Staff's Recommendation:

Staff recommends that the City Council approve and authorize the City Manager to execute the attached Second Amendment to Ground Lease dated September 14, 2006 that would remove the requirement that Salty Seniorita serve breakfast, brunch, or lunch. All other requirements under the existing amended lease would remain in effect. Execution of the lease amendment would be contingent on Mr. Casale entering into a new Short Term Repayment Agreement for the remaining amount owed.

Fiscal Analysis:

There is no fiscal impact to the City from this recommended action.

Exhibit(s):

Exhibit 1: Second Amendment to Ground Lease Dated September 14, 2006

Exhibit 2: Letter from Lessee requesting lease amendment

Contact Name and Number: Brent Mattingly, 623-773-7134

When recorded return to:

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

**SECOND AMENDMENT TO
GROUND LEASE DATED SEPTEMBER 14, 2006**

This Second Amendment to Ground Lease Dated September 14, 2006 (this "Second Amendment") is entered into as of June __, 2013 by and between the CITY OF PEORIA, ARIZONA, a charter Arizona municipality ("Lessor"), and SALTY SENORITA PEORIA, LLC, an Arizona limited liability company ("Tenant").

RECITALS:

A. Lessor is the owner of that certain parcel of real property (the "Property") located in Peoria, Arizona, as more particularly described on Exhibit "A" attached to and incorporated by reference into that certain Ground Lease Agreement between Lessor and Tenant dated September 14, 2006, (LCON 09406) (the "Lease"). The Lease was accompanied by a Memorandum of Lease dated September 14, 2006, which is recorded with the Office of the Maricopa County, Arizona, Recorder at Docket No. 2006-1230278.

B. On December 20, 2010, the Lessor and Tenant entered into the "First Amendment to Ground Lease" to amend the Lease so as to allow for the possibility of Tenant operating the Demised Premises as a restaurant serving spirituous liquors under either a Series 6 (bar) or Series 12 (restaurant) liquor license (as defined in A.R.S., Title 4) approved by Lessor and issued by the State of Arizona Department of Liquor Licenses and Control pursuant to A.R.S. Title 4, Chapter 2, Article 1 (the "First Amendment"). In the First Amendment the parties also agreed that if Tenant operates the Demised Premises under a Series 6 (bar) liquor license approved by Lessor, the operation of the business shall continue under a restaurant-format and shall be subject to certain operational requirements, prohibitions, and limitations as set forth in this Amendment.

C. Tenant has requested, and Lessor has agreed, to enter into this Second Amendment to remove one of the operational requirements that requires the business to serve a breakfast, brunch, or lunch.

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

AGREEMENT:

1. Liquor License. Section 54 of the Lease, as amended by the First Amendment, is hereby deleted in its entirety and replaced as follows:

If Tenant obtains a liquor license from the State of Arizona for the business to be located on the Demised Premises, the liquor license may be a Series 12 (Restaurant) license or a Series 6 (Bar) license (as defined by A.R.S. Title 4) as approved by Lessor. Lessor's approval of either a Series 12 (Restaurant) or Series 6 (Bar) liquor license shall be evidenced by Lessor's written decision or order recommending approval of the liquor license to the State of Arizona Department of Liquor Licenses and Control pursuant to A.R.S. Title 4, Chapter 2, Article 1. If Tenant applies for and Lessor approves a Series 6 (Bar) liquor license, Tenant shall at all times comply with the following operational requirements:

- (1) The Demised Premises shall be continuously operated as a restaurant under a restaurant-format and will serve a dinner menu on each day of operation. The full dinner menu shall be served until at least 10:00 pm on each day.
- (2) All spirituous liquor shall only be sold and served for consumption on the Demised Premises, which includes all inside and outside seating areas depicted on the operational floor plan of the Demised Premises but not the parking areas or areas outside the front entrance. This requirement shall not apply in those instances where the Tenant applies for and receives approval of a temporary extension of premises permit.
- (3) There shall be no package sales of spirituous liquors at the Demised Premises.
- (4) There shall be no promotions offering special or discounted sales of spirituous liquors except for happy hours and special events such as televised spectator sporting events and generally recognized holidays such as Valentine's Day, St. Patrick's Day, Cinco de Mayo, Memorial Day, July 4th, Labor Day, Memorial Day, and Halloween. This prohibition shall not apply to promotions offering special or discounted sales of food in combination with or paired with specific spirituous liquors.
- (5) There shall be no promotional or advertising materials placed or used which places an emphasis upon excessive consumption of alcohol.

- (6) There shall be no contests or competitions promoted or advertised that place an emphasis upon alcohol consumption, including, but not limited to, wet T-shirt contests, wet boxer shorts contests, or drinking contests.
- (7) There shall be no games of chance offered or promoted.

Any failure by Tenant to fully comply with this Section shall be considered an event of default subject to the notice and cure provisions and remedies provided by Section 19 (Defaults by Tenant) herein. In the event of a proposed transfer, assignment, or subletting of the Demised Premises pursuant to Section 17 hereunder, Lessor reserves the absolute right to amend this lease agreement to exclude use of a Series 6 liquor license on the Demised Premises.

- 2. Full Force and Effect. As modified and amended hereby, Lessor and Tenant each ratifies and affirms the terms of the Lease. Except as expressly modified herein, the Lease remains in full force and effect.
- 3. Binding. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors in interest and assigns and shall run with the land, both as respects benefits and burdens created herein.
- 4. Counterparts. This Second Amendment may be executed in separate counterparts, with signature to one being deemed signature to each such counterpart, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

[Remainder of page intentionally left blank.]

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

“LESSOR”

CITY OF PEORIA, ARIZONA,
a charter Arizona municipality
Arizona municipality

By: _____
Carl Swenson, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

May 28, 2013

City of Peoria
Mr. Brent Mattingly
8401 W. Monroe
Peoria, AZ 85345

Dear Brent,

On behalf of the entire Salty Seniorita staff, thank you for all that you and the City of Peoria have done to assist us in making Salty Seniorita a top notch regional destination for Mexican food and entertainment. I couldn't be more proud of the venue we have established and how our ongoing commitment to excellence has kept us fiscally strong and growing. We anxiously look forward to many fruitful years ahead and becoming an anchor tenant in the all important entertainment district revitalization.

Since the City Council unanimously approved our liquor license change nearly two years ago, we have willfully operated within the stipulated guidelines set forth at that time. We have been an ideal member of the community upholding the high standards of operation that both I and the City of Peoria expect from our establishment. We have shown our commitment to food and are perpetually investing dollars into promoting and growing that segment of our business. We have far exceeded the minimum requirements set forth by the City to do so.

As we look to the future and proudly walk away from the rubble left behind from the recession, we fully understand there is no viable future without a vibrant food program. Our commitment to this has never waned and never will, but one needs to be realistic in how these goals are achieved. At the time we were granted our license, there was much fear by one council member that we would run our establishment differently than the way we presented it on opening day. In essence, making food a minor priority and focusing only on the sale of alcohol. Thus, many stipulations were applied to conditionally approve our series 6. We had no issues with the stipulations as they were germane to the food forward way we operate all of our venues. One in particular, however, was overly burdensome to our operation and one in which is greatly out of our control due to our hidden location. The stipulation that mandates we stay open for lunch. We have tried every trick in the book to grab that ever elusive lunch business. Punch cards, banners, sign spinners, express lunch specials, handing out flyers, sending emails, free lunch items, kids eat free deals, community barbecues, taco drops to car dealerships, discount cards to teachers, flyers to parents at local schools, senior citizen discounts, partnerships with other local establishments to cross promote, just to name a few. Yet we continue to struggle. I sincerely believe that no matter how hard we try, we will never capture that business because of the quality and competitive lunch environment we are in. Competing with Bell Road, Arrowhead Mall and Arrowhead Fountain Center have become arduous tasks and the fight is unsustainable.

To put it in perspective, from January 1st through December 9th of 2012, our lunch sales on the key business lunch days, Monday through Friday, has totaled \$73,471.32. It works out to 3.3% of total sales and occupies over 15% of the total hours we are open. In easier to understand terms, about four to five tables a day. It costs me approximately \$450 additional dollars per day to open for lunch which includes staffing, management, marketing, utilities and cleaning. We are conservatively losing \$160 per day or approximately \$40,000 year to date. These numbers have been historically consistent.

As the above numbers indicate, it is hard to sustain a profitable business throwing good money after bad. As an organization, we feel that the most prudent thing to do would be to stop chasing lunch and open daily at 3PM. We would improve our cash flow and better utilize the found money to operate our business and among other things, invest in initiatives to improve food sales overall.

Our model has always been a food forward cantina that is busy from 11AM to 11PM. Every location works a bit differently, but we promote our other Salty establishments the same way and realize higher food sales. As I stated, there is no growth and multi unit future without an excellent food program and a consistently filled dining room. Reaching that goal and sustaining it is our primary goal. Because of our hidden location, we do not feel closing down for lunch will hurt our concept, brand, reputation or sales in any way. And once the entertainment district is more established and thriving, we would love to open for lunch. But until that time, it is truly choking us.

We are also completely current with the City having paid off all back debt over the last six months.

I sincerely appreciate your consideration in this matter.

Best Regards,

John Casale

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: May 28, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Budget Transfer, 75th Avenue and Thunderbird Road Intersection Improvements project

Purpose:

This is a request for City Council to authorize a budget transfer in the amount of \$300,000 from the Transportation Sales Tax Fund Contingency to the 75th Avenue and Thunderbird Road Intersection Improvements project to cover the cost of relocating utilities, which exceeded the available project budget.

Background/Summary:

Traffic studies showed that the level of service at 75th Avenue and Thunderbird Road would begin to decrease as the amount of traffic continued to increase through the area. The recommendation was to increase the size of the intersection by adding through lanes, dual left turn lanes, and right turn lanes. That project was approved by Council in the Capital Improvement Program (CIP). The work has been completed and the remaining invoices from the utility companies exceed the available funds left in the account.

Projects generally consist of several large items that can be grouped together. The main costs associated with every CIP project consist of the following:

- A. Studies and Design Services:** These costs are to pay for engineering services to study, and produce the design of the project. Studies can consist of geotechnical testing, noise studies, design concept reports, traffic studies, and other research. They also pay for post design services.
- B. Construction Costs:** The largest part of most projects is the cost of construction; however, as shown above it is not the only cost of the project.
- C. Utility Costs:** As part of a roadway construction project, any utilities must be moved when they are in conflict with the design. When a utility has prior rights, the City is responsible for the costs of relocating the facilities.

D. Land Acquisition: The proposed intersection improvements required additional right of way to be acquired. During the land acquisition process environmental studies are performed to discover any actual or potential environmental issues and properly address them prior to the City's acquisition of the parcel.

The record of the project costs shows that the following expense items were encountered during the design and construction of the project.

Design Costs: Michael Baker Jr. was selected as the designer for the project. The initial fees that were negotiated were to design the project. During the design it was discovered that the road would need to be widened slightly closer to a residential neighborhood than originally scoped. Because the road was moving closer to the homes, the City was required to perform a noise study to insure that either the increase would not rise to a level where mitigation would be required, or to propose some mitigation measures. Also, it became clear during their research into the existing utilities that there were significantly more utilities in the area than was originally scoped. A change was negotiated to add the noise study and pay for additional underground locating services. The last change was to pay for post design services. All of these changes were still within the original design budget.

The design phase budget was \$782,448 and there were no cost overruns to the design services.

Construction Costs: FNF Construction Inc. was selected to perform the construction under a Contract Management at Risk contract. Although there were several changes to the contract during construction, the City and FNF Construction stayed within our original budget.

The construction phase budget was \$4,087,500 and there were no cost overruns to the construction contract.

Utility Costs: During the design phase the City conducted its standard utility coordination process which included:

- Obtaining utility company mapping
- Identifying potential utility conflicts
- Potholing existing utilities
- Researching and confirming prior rights
- Designing the project to avoid utility conflicts wherever possible
- Entering into utility relocation design and construction agreements
- Coordinating Utility company designed relocation plans
- Issuing permits for utility companies to relocate existing utilities

Many of the utilities that are in the public right of way have prior rights to their locations. That means that if the City requires the utility to be relocated then the City typically bears all the costs associated with relocating the utility.

Even with staff's best utility coordination efforts, the contractor still encountered numerous unmarked and unidentified electrical, telecommunication and water line conflicts during construction. On this project, SRP Irrigation required that the City allow them to use their own in-house forces to relocate a large irrigation structure and that work could only be allowed to happen during a two month period from January to February of 2012. Additionally, the City was required to relocate an additional pipe out from under the existing roadway. SRP Electric also required that several long circuits be replaced at the intersection.

Centurylink claimed prior rights to the location at just south of the intersection. They have a large fiber optic cabinet and power supply at that location. The City was charged to re-establish the easement, move the feeds and resupply the site with power

The original budget for utility relocation was \$500,000. As a result of the unknown conflicts encountered with SRP electric and Centurylink during construction the final utility relocation costs increased by \$300,000.

The utility relocation budget was \$500,000 and there were cost overruns of \$300,000 to the budget.

Land Acquisition: The project called for the newly constructed intersection to be significantly wider than the existing intersection. This resulted in land acquisition from multiple parcels including a parcel that went to condemnation. Each of those parcels required that the City pay for a survey, environmental review, and have a professional appraisal performed. In addition, temporary construction easements had to be set up and paid for as well.

All the properties had a phase I environmental assessment performed on them. One property showed possible issues and a phase II environment assessment was added to the work that needed to be performed. In summary, the City acquired 11 parcels of new right-of-way including a land exchange with the Bureau of Reclamation (BOR) and SRP and temporary construction easements (TCE). The total cost of the land acquisition exceeded the original budget; however, the costs were minimal and stayed within the overall project budget.

The land acquisition budget was \$556,487 and there were minimal cost overruns to the budget.

Summary: Although the land acquisition went over the original estimate the main cause of the increase funding request is the cost of the utility relocations. This council request is for the budget transfer to allow the City to pay for the remaining utility invoices.

Previous Actions:

- May 8, 2013 - Presented to the Sustainable Development and Public Services Subcommittee the phases of the 75th Avenue and Thunderbird Road intersection project (design, utility coordination, land acquisition, utility relocation, construction, and project close-out) and discussed the utility conflicts and right-of-way acquisition
- September 18, 2012 - City Council Request to transfer funds from construction to land account to pay for condemnation
- September 6, 2011 - City Council Request for construction change order for FNF GMP
- September 6, 2011 - City Council Request for design change order for Michael Baker and transfer funds from construction to land account to pay for additional rights-of-way.
- April 5, 2011 - City Council Request to acquire right-of-way
- September 2, 2010 - City Council Request for design change order for Michael Baker
- July 19, 2010 - City Council Request to initiate SRP Irrigation Land Transfer
- February 16, 2010 - City Council Request for design contract with Michael Baker

Options:

A: Approve a budget transfer in the amount of \$300,000 from the Transportation Sales Tax Fund Contingency to the 75th Avenue and Thunderbird Road Intersection Improvements project. This will allow the city to pay the final invoices for utility relocations performed for this project.

B: Do not approve the budget transfer. This would result in the city not being able to pay the final invoices for utility relocations performed for this project, which would constitute a breach of our agreements with the utility companies.

Staff's Recommendation:

Approve a budget transfer in the amount of \$300,000 from the Transportation Sales Tax Fund Contingency Account 7010-7075-570000 to the 75th Avenue and Thunderbird Road Intersection Improvements Project, Transportation Sales Tax Fund Street System Account 7010-7075-543001-CIPST-EN00089.

Fiscal Analysis:

To pay for the additional cost of this project, staff recommends adjustments to the FY2014 capital budget. For example, the FY2014 Traffic Signal Program, funded by transportation sales tax, includes \$200,000 for a new signal at Happy Valley Parkway west of Lake Pleasant Parkway. The funding for this signal can and should be adjusted to use transportation impact fees rather than transportation sales tax, thus freeing up \$200,000 to cover the additional cost of this

project. Also, we are anticipating savings in the transportation sales tax fund from several projects in FY2014. As these projects are closed out, we will bring forward budget adjustments that will return any savings to the fund balance in the transportation sales tax fund.

Narrative:

The project has been completed and the City would like to finalize all existing commitments by the end of the summer.

Exhibits:

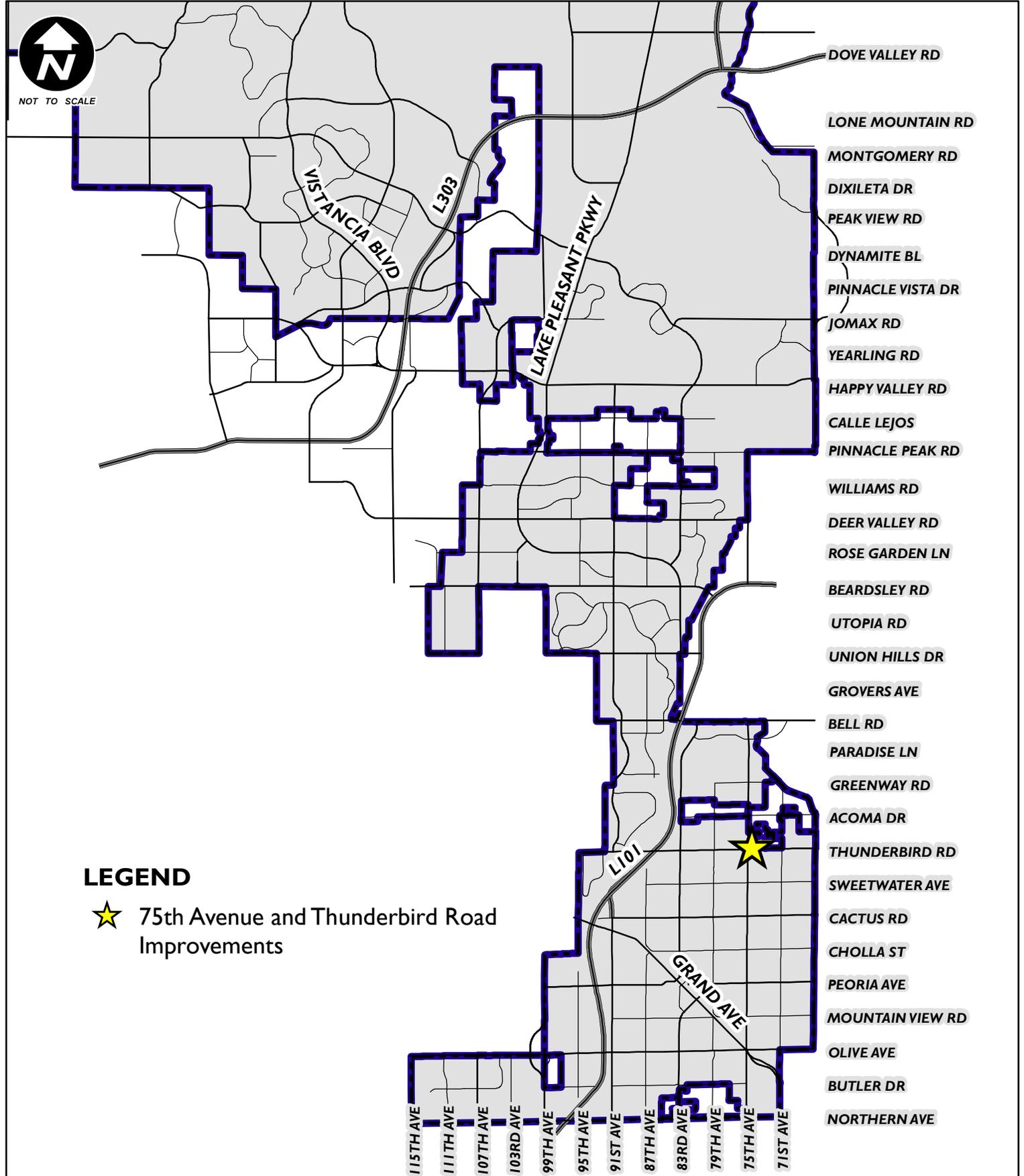
Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Contact Name and Number: Dan Nissen, Assistant City Engineer, X7214



NOT TO SCALE



LEGEND

- ★ 75th Avenue and Thunderbird Road 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



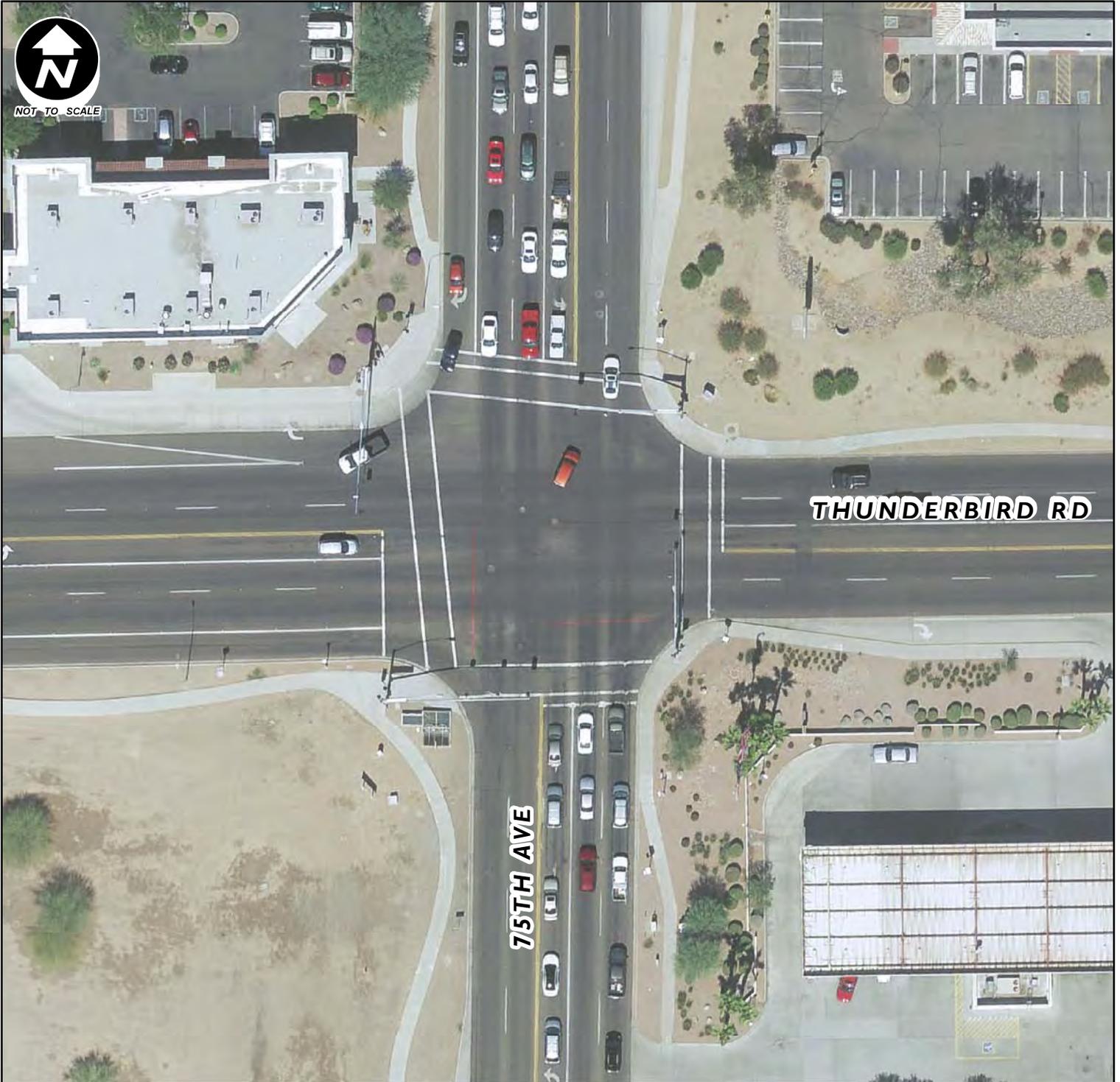
City of Peoria

ENGINEERING

75th Ave and Thunderbird Rd 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, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: May 28, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

**SUBJECT: Maintenance Improvement District No. 1142, Vistancia Parcel B6,
NWC Lone Mountain Road and El Mirage Road**

Purpose:

This is a request for City Council to approve a Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1142, Vistancia Parcel B6, located at the NWC Lone Mountain Road and El Mirage Road, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Background/Summary:

The purpose of the Maintenance Improvement District is for the operation, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will show as \$0.00 on their property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition

and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1142, Vistancia Parcel B6, located at the NWC of Lone Mountain Road and El Mirage Road. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2014, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Vistancia Parcel B6 was approved by the City on March 5, 2013 and recorded with the County.

Options:

A: The Maintenance Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Maintenance Improvement District; although it should be noted that not approving the Maintenance Improvement District will prevent any additional charges from being assessed on the property tax bills for those properties located within the District, and any and all fees incurred by the City of Peoria as a result of assuming the maintenance responsibility would be paid using City of Peoria funds.

B: The other option would be to formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention to Create, and Resolution Declaring Intention to Order.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number: Jodi Breyfogle, Civil Engineer, x7577

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF PEORIA**

[1142]

MID#

Blackstone at Vistancia, Parcel B6

[_____]

Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 38.439 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the
18th day of March 2013.

<p>Vistancia South, LLC _____ Print Property Owner Name Mark Hammons _____ Print Name 6720 N. Scottsdale Rd, Suite 160, Scottsdale, AZ 85253 _____ Signature</p>	<p>Date: <u>3/18/2013</u></p>	<p>Property (Tax Parcel Numbers) 503-52-456K <u>503-52-482C</u></p>
<p>Blackstone Country Club _____ Print Property Owner Name Mark Hammons _____ Print Name 12101 W. Blackstone Drive, Peoria, AZ 85383 _____ Signature</p>	<p>Date: <u>3/18/2013</u></p>	<p>Property (Tax Parcel Numbers) 503-52-456H <u>503-52-456H</u></p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the
18th day of March 2013.

<p>Vistancia Maintenance Corporation _____ Print Property Owner Name Mark Hammons _____ Print Name 29701 N. Sunrise Point, Peoria, AZ 85383 _____ Signature</p>	<p>Date: 3/18/2013 _____</p>	<p>Property (Tax Parcel Numbers) 510-02-979 510-02-982 _____</p>
<p>_____ Print Property Owner Name _____ Print Name _____ Address _____ Signature</p>	<p>Date: _____ _____</p>	<p>Property (Tax Parcel Numbers) _____ _____</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2013-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1142, VISTANCIA PARCEL B6, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the Maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on a certain District; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the District; and

Resolution No. 2013-54
MID 1142 – Vistancia Parcel B6
June 18, 2013
Page 2 of 10 Pages

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City of Peoria living within the District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City of Peoria declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City of Peoria living within the District:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AS FOLLOWS:

Section 1. Definitions.

In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained in the Assessment District is to be filed with the Clerk and approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described on Exhibit B attached hereto and as shown on the map on file with the City Engineer.

"City" shall mean the City of Peoria, Arizona.

"City Council" or "Council" shall mean the Mayor and Council of the City.

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

"Lots" shall mean all lots, pieces or parcels of land lying within the Assessment District.

"Parkways" shall mean those streets and rights-of-way which are designated in Exhibit B as "Parkways," and specifically those portions of Pedestrian Facilities, Parks, Retention, Detention and Storm Water Management Facilities included within or adjacent to the Assessment District.

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1142 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Peoria, Arizona, to order the following work, hereinafter "Work," to be performed, to wit:

The maintenance of all landscaping, including replacement of landscape materials, in the area generally described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1142

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1142.

Section 3. Determination of Need.

In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

Section 4. Preparation of Assessment Diagrams.

The City Engineer is hereby authorized and directed to prepare duplicate diagrams (Assessment Diagrams) of the property contained within the Assessment District. The diagrams shall show each separate lot, numbered consecutively, the approximate area in square feet of each lot, and the location of the lot in relation to the work proposed to be done.

Section 5. Exclusion of Certain Property.

Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

Section 6. Officers Not Liable.

In no event will the City of Peoria or any officer thereof be liable for any portion of the cost of said Improvement District nor for any delinquency of persons or property assessed.

Section 7. Annual Statement.

The City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the District as provided in A.R.S. § 48-574 and amendments thereto.

Section 8. Statutory Authority.

The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3, (8) of the Peoria City Charter.

Section 9. Delegation of Authority.

The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications and the Contract Documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18th day of June, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Resolution No. 2013-54
MID 1142 – Vistancia Parcel B6
June 18, 2013
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CERTIFICATION OF CITY ENGINEER

I hereby certify that I have read the description set out under the definition "Assessment District" and approve the same. I further certify that I have read the description set out under the definition "Work" and approve the same.

Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2013-54 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on _____, 2013 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria

EXHIBIT
BLACKSTONE AT VISTANCIA PARCEL B6
MAINTENANCE IMPROVEMENT DISTRICT NO. 1142
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in Section 24, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 3/4" pipe at the South Quarter corner of said Section 24, from which a found GLO monument on 2" pipe stamped "T.5N. R.1W.R.1E.24.25 dated 1922" bears South 89 deg. 40 min. 25 sec. East (Basis of bearing) - 2566.52 feet;

THENCE North 00 deg. 12 min. 38 sec. East along the West line of the Southeast Quarter of said Section 24, a distance of 702.67 feet to the centerline of Lone Mountain Road as shown on the Map of Dedication recorded in Book 744, Page 25, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE North 67 deg. 53 min. 50 sec. West along said centerline, a distance of 155.14 feet;

THENCE North 22 deg. 06 min. 10 sec. East departing said centerline, a distance of 85.00 feet to the North line of Tract P of said Map of Dedication and the most southerly Southeast corner of Tract E of Blackstone at Vistancia Parcel B7 recorded in Book 961, Page 38, MCR;

THENCE along the East line of said Tract E the following four (4) courses:

North 51 deg. 55 min. 00 sec. East, a distance of 789.39 feet;

North 32 deg. 17 min. 21 sec. East, a distance of 234.86 feet;

North 22 deg. 18 min. 54 sec. East, a distance of 355.87 feet;

North 00 deg. 47 min. 14 sec. East, a distance of 909.44 feet to the South line of Tract F of Blackstone at Vistancia Parcel B8 recorded in Book 768, Page 27, MCR;

THENCE along the South line of said Tract F the following five (5) courses:

North 75 deg. 21 min. 07 sec. East, a distance of 22.83 feet to a Point of Curvature of a circular curve to the right, having a radius of 522.00 feet, a central angle of 14 deg. 38 min. 53 sec., and being subtended by a chord which bears North 82 deg. 40 min. 33 sec. East - 133.09 feet;

Continue in an easterly direction along said curve to the right, a distance of 133.45 feet;

South 90 deg. 00 min. 00 sec. East tangent to said curve, a distance of 63.91 feet;

South 39 deg. 22 min. 50 sec. East, a distance of 43.90 feet;

South 89 deg. 50 min. 19 sec. East, a distance of 8.12 feet to the most easterly Southeast corner of said Tract F, said point being in the South right-of-way line of Moura Drive, (Various R.O.W. width) as shown in said plat of Parcel B8;

THENCE South 87 deg. 56 min. 59 sec. East along said right-of-way line, a distance of 72.05 feet to the Southwest corner of Tract G as shown in said plat of Parcel B8;

THENCE South 89 deg. 50 min. 19 sec. East along the South line of said Tract G, a distance of 8.78 feet to the Southeast corner of same, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 32.00 feet, a central angle of 21 deg. 31 min. 22 sec., and being subtended by a chord which bears North 38 deg. 20 min. 29 sec. East - 11.95 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 12.02 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 73.00 feet, a central angle of 86 deg. 44 min. 27 sec., and being subtended by a chord which bears North 05 deg. 44 min. 10 sec. East - 100.26 feet;

THENCE in a northeasterly, northerly and northwesterly direction along said curve to the left, a distance of 110.52 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 32.00 feet, a central angle of 44 deg. 13 min. 21 sec., and being subtended by a chord which bears North 15 deg. 31 min. 13 sec. West - 24.09 feet;

THENCE in a northwesterly direction along said curve to the right and said East line, a distance of 24.70 feet to the Northeast corner of said Tract G;

THENCE North 82 deg. 15 min. 50 sec. West non-tangent to said curve and along the North line of said Tract G, the North right-of-way line of said Moura Drive, and the North line of Tract E as shown in said plat of Parcel B8, a distance of 81.54 feet;

THENCE along the North line of said Tract E the following two (2) courses:

South 47 deg. 15 min. 50 sec. West, a distance of 74.80 feet;

North 90 deg. 00 min. 00 sec. West, a distance of 10.18 feet;

THENCE North 00 deg. 00 min. 00 sec. East departing the North line of said Tract E, a distance of 11.02 feet;

THENCE North 47 deg. 15 min. 50 sec. East, a distance of 81.87 feet;

THENCE South 82 deg. 15 min. 50 sec. East, a distance of 88.61 feet;

THENCE South 89 deg. 51 min. 06 sec. East, a distance of 198.68 feet to the East line of the West half of the Northeast Quarter of said Section 24;

THENCE South 00 deg. 08 min. 54 sec. West along the East line of the West half of the Northeast Quarter of said Section 24, a distance of 265.58 feet to the Northwest corner of GLO Lot 3 of said Section 24;

THENCE South 00 deg. 14 min. 20 sec. West along the West line of said GLO Lot 3, a distance of 444.53 feet to a Point of Curvature of a circular curve to the right, having a radius of 4000.00 feet, a central angle of 21 deg. 51 min. 50 sec., and being subtended by a chord which bears South 11 deg. 10 min. 15 sec. West - 1517.14 feet;

THENCE in a southerly direction along said curve to the right and departing said West line, a distance of 1526.39 feet;

THENCE South 22 deg. 06 min. 10 sec. West tangent to said curve, a distance of 384.40 feet to a found brass cap in handhole at the intersection of the centerline of Lone Mountain Road and El Mirage Road;

THENCE North 67 deg. 53 min. 50 sec. West along said centerline of Lone Mountain Road, a distance of 958.45 feet to the POINT OF BEGINNING, containing 1,674,403 square feet or 38.439 acres of land.



Expires 6/30/2013

Resolution No. 2013-54

EXHIBIT "B"

IS ON FILE IN THE

**CITY OF PEORIA
CITY CLERK'S OFFICE
8401 W. Monroe Street
Peoria, AZ 85345**

ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1142



BLACKSTONE AT VISTANCIA PARCEL B6
A PORTION OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE CLAY COUNTY, MARICOPA COUNTY, ARIZONA

TRACT MAINTENANCE RESPONSIBILITY TABLE

TRACT NO.	LAND USE	AREA (SQ. FT.)	AREA (ACRES)
A	COMMON AREA / PRIVATE ROADWAY / PUBLIC WATER EASEMENT / PUBLIC UTILITY EASEMENT	182,041	3.931
B	COMMON AREA / OPEN SPACE / LANDSCAPE / PUBLIC WATER EASEMENT / PUBLIC UTILITY EASEMENT	21,421	0.482
C	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	3,484	0.079
D	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	1,650	0.042
E	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	6,712	0.154
F	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	36,260	0.832
G	GOLF COURSE AND/OR OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT	26,069	0.598
H	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	7,847	0.180
I	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT	1,284	0.029
J	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC WATER EASEMENT / PUBLIC UTILITY EASEMENT	1,208	0.028
K	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	19,001	0.448
L	GOLF COURSE AND/OR OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT	44,429	1.011
M	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	1,263	0.029
N	COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	1,426	0.033
OO	RESERVED FOR FUTURE E. MIRAGE ROAD / PUBLIC UTILITY EASEMENT	319,207	7.330
EE	RESERVED FOR FUTURE COMMON AREA / OPEN SPACE / LANDSCAPE / DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT	40,490	0.930
	PUBLIC RIGHT-OF-WAY	63,960	1.507
	COMMUNITY COMMON AREA	7,640	0.175
	COMMUNITY COMMON AREA	18,235	0.419
	TOTAL	1,193,623	27.297

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	BEARING	CORNER
C1	522.00'	133.45'	34.38 33'	133.99'	N82°40'33"E	133.99'
C2	73.00'	41.02'	66°44'27"	66.26'	N82°41'03"E	66.26'
C3	39.00'	24.70'	44°13'21"	24.09'	N82°31'13"N	24.09'
C5	4000.00'	1898.39'	21°31'30"	511'39'19"W	S11°39'19"W	517.14'

MONUMENT NOTES

- 1 SOUTH QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 2 NORTH QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 3 EAST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 4 EAST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 5 EAST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 6 EAST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 7 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 8 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 9 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 10 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 11 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 12 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 13 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4
- 14 WEST QUARTER CORNER OF SECTION 24, FOUND CORNER OF SECTION 24, T.3N, R.1W, 1/4

LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
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EXPIRES 09/30/15

MAINTENANCE IMPROVEMENT DISTRICT #1142

CITY OF PEORIA, ENGINEERING DEPT., 9875 N. 85th AVE., PEORIA, AZ 85545
Drawn: GSN Date: 3/14/2013 Scale: NONE Sheet: 2 of 2

Resolution No. 2013-54
MID 1142 – Vistancia Parcel B6
June 18, 2013
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CITY OF PEORIA, ARIZONA

NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1142, VISTANCIA PARCEL B6.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 18th day of June 2013 the Mayor and Council of the City of Peoria adopted Resolution No. 2013-55; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1142, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Maintenance Improvement District No. 1142 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

Resolution No. 2013-54
MID 1142 – Vistancia Parcel B6
June 18, 2013
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DATED AND SIGNED this _____ day of _____, 2013.

Andrew Granger
Acting Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2013-55

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1142, VISTANCIA PARCEL B6; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1142.

The estimate of the cost and expenses for the maintenance of the landscaping on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement

Resolution No. 2013-55
MID 1142 – Vistancia Parcel B6
June 18, 2013
Page 2 of 5 Pages

District No. 1142 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1142 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1142 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1142.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1142 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Maintenance Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statues.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Resolution No. 2013-55
MID 1142 – Vistancia Parcel B6
June 18, 2013
Page 3 of 5 Pages

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City
of Peoria, Arizona, this 18th day of June, 2013.

Bob Barrett, Mayor

Date Signed: _____

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

EXHIBIT
BLACKSTONE AT VISTANCIA PARCEL B6
MAINTENANCE IMPROVEMENT DISTRICT NO. 1142
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in Section 24, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 3/4" pipe at the South Quarter corner of said Section 24, from which a found GLO monument on 2" pipe stamped "T.5N. R.1W.R.1E.24.25 dated 1922" bears South 89 deg. 40 min. 25 sec. East (Basis of bearing) - 2566.52 feet;

THENCE North 00 deg. 12 min. 38 sec. East along the West line of the Southeast Quarter of said Section 24, a distance of 702.67 feet to the centerline of Lone Mountain Road as shown on the Map of Dedication recorded in Book 744, Page 25, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE North 67 deg. 53 min. 50 sec. West along said centerline, a distance of 155.14 feet;

THENCE North 22 deg. 06 min. 10 sec. East departing said centerline, a distance of 85.00 feet to the North line of Tract P of said Map of Dedication and the most southerly Southeast corner of Tract E of Blackstone at Vistancia Parcel B7 recorded in Book 961, Page 38, MCR;

THENCE along the East line of said Tract E the following four (4) courses:

North 51 deg. 55 min. 00 sec. East, a distance of 789.39 feet;

North 32 deg. 17 min. 21 sec. East, a distance of 234.86 feet;

North 22 deg. 18 min. 54 sec. East, a distance of 355.87 feet;

North 00 deg. 47 min. 14 sec. East, a distance of 909.44 feet to the South line of Tract F of Blackstone at Vistancia Parcel B8 recorded in Book 768, Page 27, MCR;

THENCE along the South line of said Tract F the following five (5) courses:

North 75 deg. 21 min. 07 sec. East, a distance of 22.83 feet to a Point of Curvature of a circular curve to the right, having a radius of 522.00 feet, a central angle of 14 deg. 38 min. 53 sec., and being subtended by a chord which bears North 82 deg. 40 min. 33 sec. East - 133.09 feet;

Continue in an easterly direction along said curve to the right, a distance of 133.45 feet;

South 90 deg. 00 min. 00 sec. East tangent to said curve, a distance of 63.91 feet;

South 39 deg. 22 min. 50 sec. East, a distance of 43.90 feet;

South 89 deg. 50 min. 19 sec. East, a distance of 8.12 feet to the most easterly Southeast corner of said Tract F, said point being in the South right-of-way line of Moura Drive, (Various R.O.W. width) as shown in said plat of Parcel B8;

THENCE South 87 deg. 56 min. 59 sec. East along said right-of-way line, a distance of 72.05 feet to the Southwest corner of Tract G as shown in said plat of Parcel B8;

THENCE South 89 deg. 50 min. 19 sec. East along the South line of said Tract G, a distance of 8.78 feet to the Southeast corner of same, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 32.00 feet, a central angle of 21 deg. 31 min. 22 sec., and being subtended by a chord which bears North 38 deg. 20 min. 29 sec. East - 11.95 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 12.02 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 73.00 feet, a central angle of 86 deg. 44 min. 27 sec., and being subtended by a chord which bears North 05 deg. 44 min. 10 sec. East - 100.26 feet;

THENCE in a northeasterly, northerly and northwesterly direction along said curve to the left, a distance of 110.52 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 32.00 feet, a central angle of 44 deg. 13 min. 21 sec., and being subtended by a chord which bears North 15 deg. 31 min. 13 sec. West - 24.09 feet;

THENCE in a northwesterly direction along said curve to the right and said East line, a distance of 24.70 feet to the Northeast corner of said Tract G;

THENCE North 82 deg. 15 min. 50 sec. West non-tangent to said curve and along the North line of said Tract G, the North right-of-way line of said Moura Drive, and the North line of Tract E as shown in said plat of Parcel B8, a distance of 81.54 feet;

THENCE along the North line of said Tract E the following two (2) courses:

South 47 deg. 15 min. 50 sec. West, a distance of 74.80 feet;

North 90 deg. 00 min. 00 sec. West, a distance of 10.18 feet;

THENCE North 00 deg. 00 min. 00 sec. East departing the North line of said Tract E, a distance of 11.02 feet;

THENCE North 47 deg. 15 min. 50 sec. East, a distance of 81.87 feet;

THENCE South 82 deg. 15 min. 50 sec. East, a distance of 88.61 feet;

THENCE South 89 deg. 51 min. 06 sec. East, a distance of 198.68 feet to the East line of the West half of the Northeast Quarter of said Section 24;

THENCE South 00 deg. 08 min. 54 sec. West along the East line of the West half of the Northeast Quarter of said Section 24, a distance of 265.58 feet to the Northwest corner of GLO Lot 3 of said Section 24;

THENCE South 00 deg. 14 min. 20 sec. West along the West line of said GLO Lot 3, a distance of 444.53 feet to a Point of Curvature of a circular curve to the right, having a radius of 4000.00 feet, a central angle of 21 deg. 51 min. 50 sec., and being subtended by a chord which bears South 11 deg. 10 min. 15 sec. West - 1517.14 feet;

THENCE in a southerly direction along said curve to the right and departing said West line, a distance of 1526.39 feet;

THENCE South 22 deg. 06 min. 10 sec. West tangent to said curve, a distance of 384.40 feet to a found brass cap in handhole at the intersection of the centerline of Lone Mountain Road and El Mirage Road;

THENCE North 67 deg. 53 min. 50 sec. West along said centerline of Lone Mountain Road, a distance of 958.45 feet to the POINT OF BEGINNING, containing 1,674,403 square feet or 38.439 acres of land.



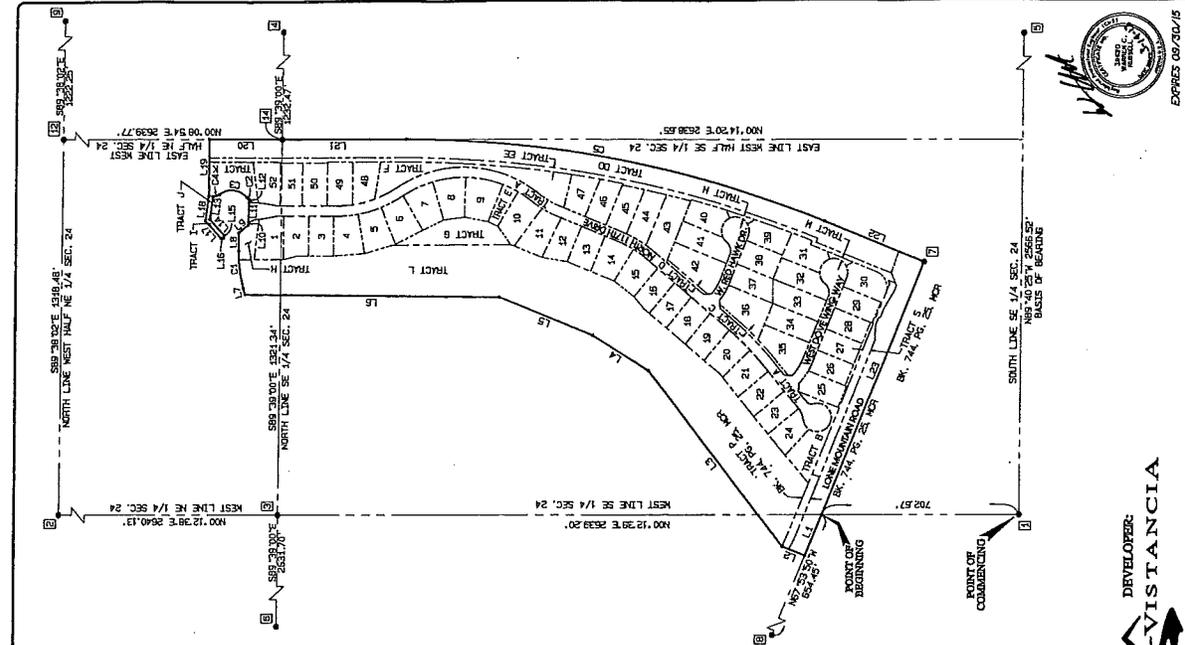
Expires 6/30/2013

Resolution No. 2013-55

EXHIBIT "B"

IS ON FILE IN THE

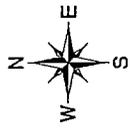
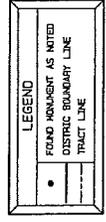
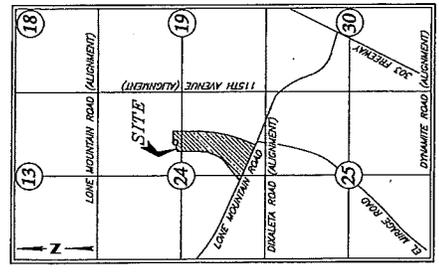
**CITY OF PEORIA
CITY CLERK'S OFFICE
8401 W. Monroe Street
Peoria, AZ 85345**



ASSESSMENT DIAGRAM
 MAINTENANCE IMPROVEMENT DISTRICT NO. 1142



BLACKSTONE AT VISTANCIA PARCEL B6
 A PORTION OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST
 OF THE GULF OF CALIFORNIA AND BASSAVID MERIDIAN
 MARICOPA COUNTY, ARIZONA



PARCEL B6 LEGAL DESCRIPTION

ALL that certain the tract or parcel of land situated in Section 24, Township 5 North, Range 1 West, of the Gulf and Salt River Base and described as follows, to-wit: Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THENCE North 29 deg. 05 min. 10 sec. East, departing said centerline a distance of 89.00 feet, to the North Line of Tract 9 of said Block of Blackstone at Vistancia Parcel B6, as shown on Book 551, Page 30, MCR recorded in Book 544, Page 27, MCR.

THENCE along the East line of said Tract E the following feet (4) corners:

North 51 deg. 59 min. 00 sec. East, a distance of 789.30 feet

North 32 deg. 49 min. 17 min. 21 sec. East, a distance of 234.85 feet

North 22 deg. 49 min. 48 min. 54 sec. East, a distance of 305.97 feet

North 00 deg. 47 min. 41 min. 54 sec. East, a distance of 699.44 feet to the South Line of Tract 1 of said Block at Vistancia Parcel B6, as shown in Book 768, Page 27, MCR

THENCE along the South line of said Tract F the following five (5) corners:

North 78 deg. 21 min. 07 sec. East, a distance of 25.85 feet to a Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

Continue in an easterly direction along said curve to the right, a distance of 133.05 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

South 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 39 deg. 50 min. 19 sec. East, a distance of 6.12 feet to the Point of Curvature of a circular curve to the right, having a radius of 100.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 00 deg. 00 min. 14 min. 20 sec. West along the East line of said Tract 24, a distance of 81.54 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 00 deg. 00 min. 14 min. 20 sec. West along the East line of said Tract 24, a distance of 81.54 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 00 deg. 00 min. 14 min. 20 sec. West along the East line of said Tract 24, a distance of 81.54 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 00 deg. 00 min. 14 min. 20 sec. West along the East line of said Tract 24, a distance of 81.54 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 00 deg. 00 min. 14 min. 20 sec. West along the East line of said Tract 24, a distance of 81.54 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

THENCE North 00 deg. 00 min. 14 min. 20 sec. West along the East line of said Tract 24, a distance of 81.54 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE North 82 deg. 49 min. 45 min. 50 sec. East, a distance of 89.57 feet to the North Line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE North 15 deg. 09 min. 31 min. 19 sec. West = 24.75 feet to the Point of Curvature of a circular curve to the right, having a radius of 382.00 feet, a central angle of 14 deg. 38 min. 53 sec., sin. 25 sec. East = 133.05 feet

THENCE in a northeasterly direction along said curve to the right and along the North line of said Tract 5, the North right-of-way line of said Tract 5, a distance of 81.54 feet

THENCE along the North line of said Tract E the following two (2) corners:

North 39 deg. 22 min. 50 sec. East, a distance of 43.95 feet

South 50 deg. 00 min. 00 sec. East, tangent to said curve, a distance of 163.51 feet

BASIS OF BEARINGS

THE BEARINGS AND DISTANCES ALONG THE SOUTH LINE OF SAID SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, AS SHOWN THEREON, ARE AS DESCRIBED UNDER MONUMENT NOTES.

NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND DRAINAGE AND RETENTION FACILITIES WITHIN SAID PROPOSED DISTRICT. THE SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 40, CHAPTER 4, ARTICLE 2, SECTION 274, AS AMENDED.

CERTIFICATION

I, _____, DISTRICT ENGINEER, DO HEREBY CERTIFY THAT I HAVE ASSESSED THE QUALITY OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1142 FOR THE CITY OF PEORIA AND THAT A DIAGRAM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 2003

DEVELOPERS
VISTANCIA
 8720 North Scottsdale Road, Suite 100
 Scottsdale, AZ 85253
 480-449-2010



EXPIRES 09/30/15
MAINTENANCE IMPROVEMENT DISTRICT #1142
 CITY OF PEORIA, ENGINEERING DEPT., 29175 N. 29TH AVE., PEORIA, AZ 85345
 Drawn: GMM Date: 2/14/2013 Scale: 1" = 200' Sheet: 1 of 2

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: May 23, 2013

Council Meeting Date: June 18, 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 deeded lands, roadway dedications and various types of easements. All conveyance 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. 2013-66

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.

Agua Fria Truck Road Reliever
State of Arizona
RIGHT OF WAY

Maricopa County Recording No. 2012-0934435
(Project No. EN00271 – AZ State Land R/W# 16-115540)

West of 107th Avenue
north of Rose Garden Lane

Annual Sidewalk Program
Sun City Lodge No. 72
EASEMENT FOR PUBLIC SIDEWALK
Maricopa County Recording No. 2013-0426538

West of 107th Avenue
north of Union Hills Drive

Resolution No. 2013-66
Acceptance of Deeds and Easements
June 18, 2013
Page: 2

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 18th day of June 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: 14C

Date Prepared: May 23, 2013

Council Meeting Date: June 18, 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. 2013-67

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.

Resolution No. 2013-67
Authorizing Establishment of Public Streets
June 18, 2013
Page 2

Agua Fria Truck Road Reliever
State of Arizona
RIGHT OF WAY
Minor Arterial

West of 107th Avenue
north of Rose Garden Lane

Maricopa County Recording No. 2012-0934435
(Project No. EN00271 – AZ State Land R/W# 16-115540)

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. 2013-67
Authorizing Establishment of Public Streets
June 18, 2013
Page 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Peoria, Arizona this 18th day of June 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: 15C

Date Prepared: May 22, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Abandonment of City Interest, Federal Patent Easement, 93rd Avenue and Buckskin Trail

Purpose:

This is a request for City Council to authorize the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities as recorded in Docket 3231 Page 152 located west of 93rd Avenue south of Buckskin Trail, and authorize the City Clerk to record the Resolution with the Maricopa County Recorder's Office.

Background/Summary:

This request comes from Sam and Elizabeth Longoria who own the parcel at 9381 West Buckskin Trail. The parcel is currently encumbered by a 33-foot wide patent easement for roadway and utilities that runs along the western and northern boundaries of the parcel. The Longorias have requested the abandonment of the easement that runs along the western edge of their parcel to allow greater development potential.

Previous Actions:

Staff has obtained letters from the existing utility companies giving their consent to abandon the western portion of the existing patent easement.

Options:

- A:** City Council authorizes the abandonment, removing this easement encumbrance from the property.
- B:** City Council denies the abandonment maintaining the current easement encumbrance on the property.

Staff's Recommendation:

Staff recommends the adoption of a Resolution declaring an emergency to abandon City interest in a portion of a federal patent easement as recorded in Maricopa County Recorder Docket Number 3231 Page 152 and authorize the City Clerk to record the Resolution.

Fiscal Analysis:

There is no fiscal impact to the City associated with this abandonment.

Narrative:

The abandonment will release this easement encumbrance from the property and allow more flexibility for future development.

Exhibit(s):

Exhibit 1: Vicinity Map

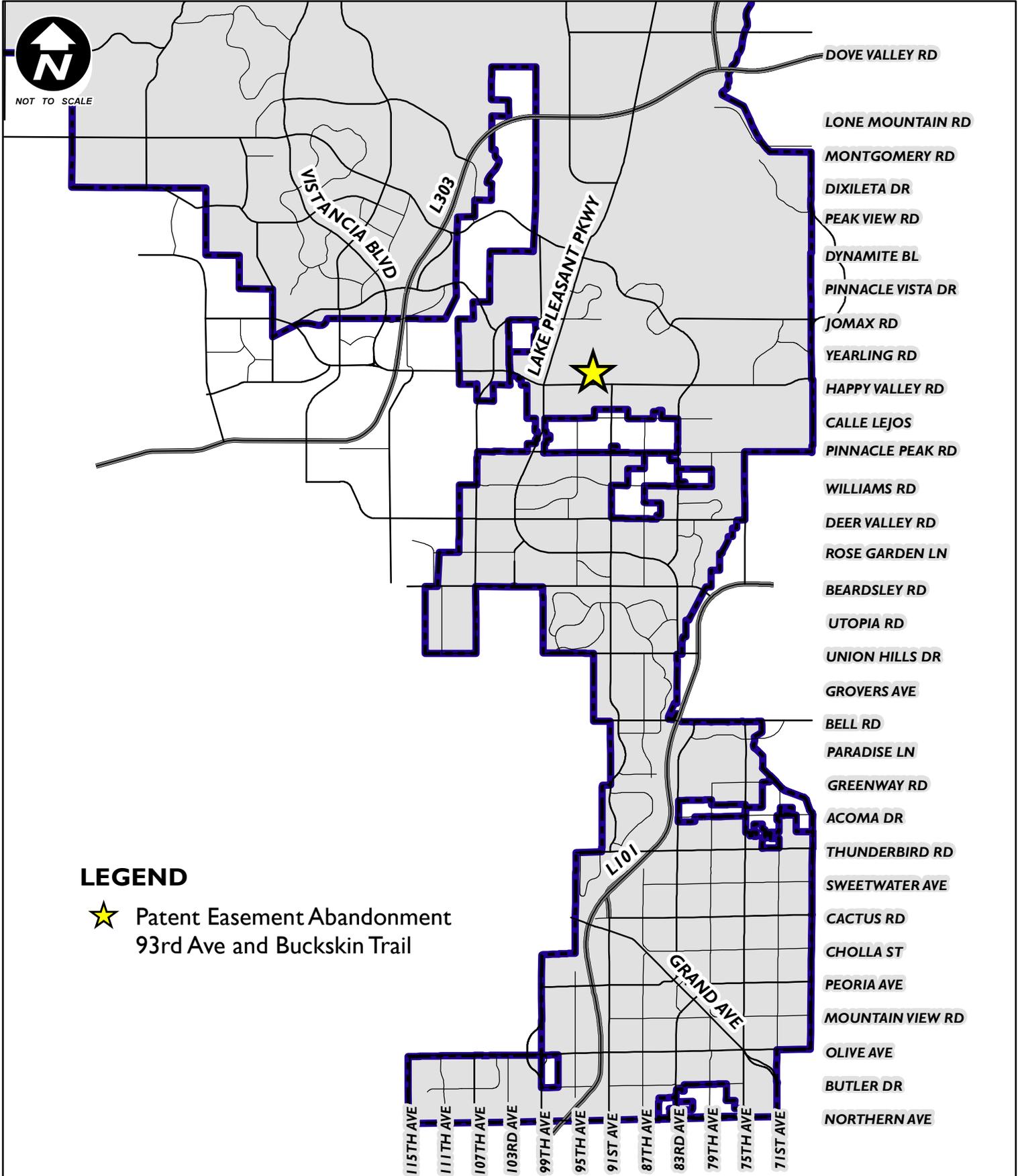
Exhibit 2: Location Map

Exhibit 3: Resolution

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



NOT TO SCALE



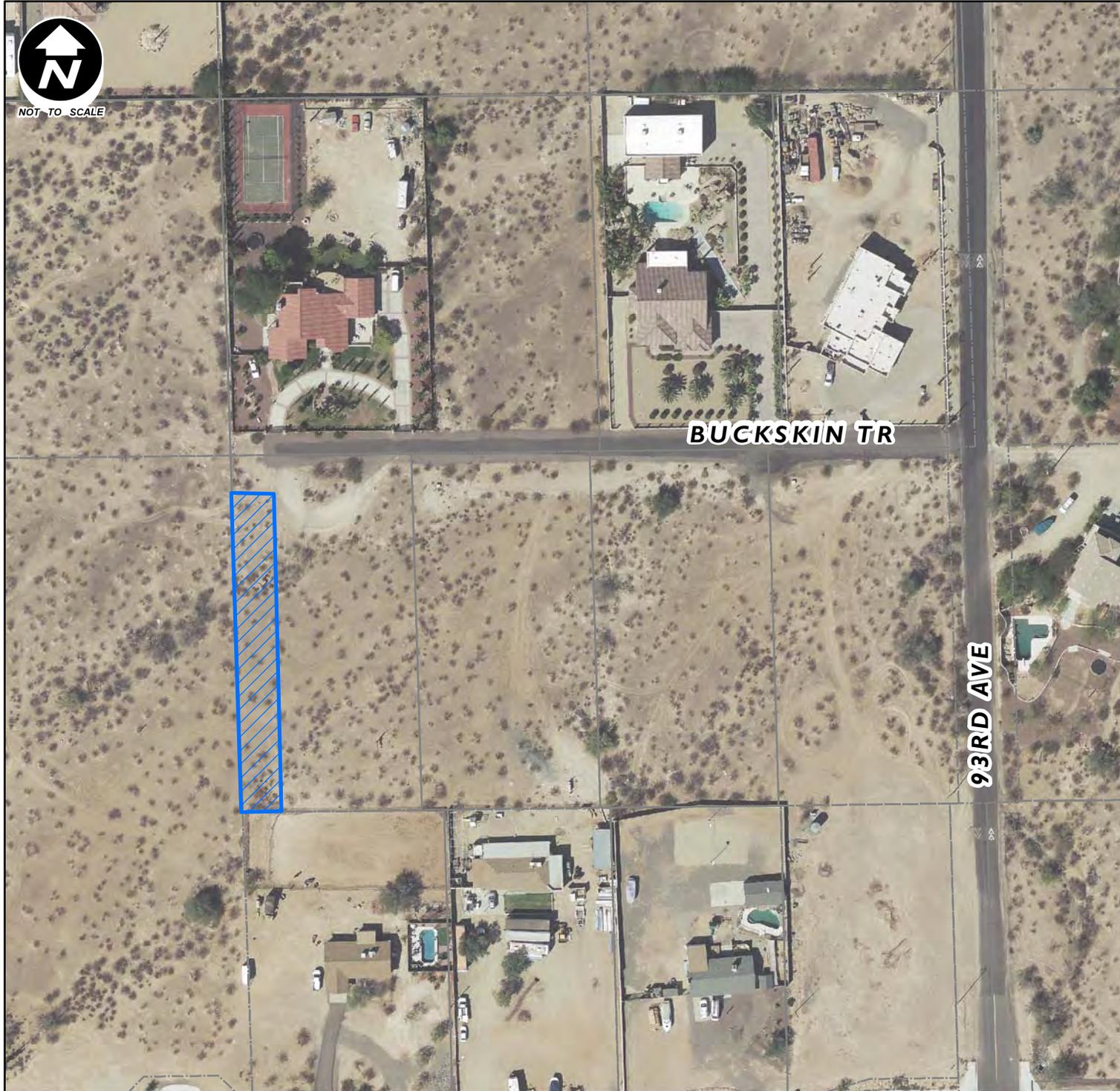
LEGEND

- ★ Patent Easement Abandonment
93rd Ave and Buckskin Trail

- 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



NOT TO SCALE



LEGEND



Patent Easement Abandonment



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

RESOLUTION NO. 2013-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN PUBLIC RIGHTS-OF-WAY DEDICATED TO THE PUBLIC BY THE UNITED STATES OF AMERICA FOR ROADWAY AND PUBLIC UTILITIES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY PUBLIC RIGHTS-OF-WAY BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-500.24, the City Council of the City of Peoria is vested with the power to determine and find that certain federal patent easements dedicated by the United States of America to public use may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-500.24, the City is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a portion of certain Patent Easement located in the City of Peoria, Maricopa County, Arizona, located west of 93rd Avenue south of Buckskin Trail, and more specifically described on the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for Public Access and Public Utility purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that the western portion of Patent Easement dedicated by the United States of America for public access and public utilities as recorded in Docket 3231 Page 152 and more specifically set forth on Exhibit "A" attached to this Resolution be and are hereby declared abandoned as provided by Chapter 4, Article 8, Title 9 of the Arizona Revised Statutes.

Resolution No. 2013-68
Patent Easement Abandonment
93rd & Buckskin Trail
Page: 2

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

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

PASSED AND ADOPTED by the Mayor and Council of City of Peoria, Arizona this 18th day of June, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

Resolution No. 2013-68
Patent Easement Abandonment
93rd & Buckskin Trail
Page: 3

Exhibit A – Legal Description
Abandonment Area

A portion of that certain federal patent easement as reserved by the United States of America recorded in Docket 3231 Page 152, Patent Number 1198927, and more specifically described as:

The West 33 feet of the North half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Arizona.

Except the North 33 feet.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C

Date Prepared: May 14, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Grand Center Plaza, 99th Avenue north of Peoria Avenue (Project No. R120064)

Purpose:

This is a request for City Council to approve a Final Plat of Grand Center Plaza, located on 99th Avenue north of Peoria Avenue, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to change two lots into three for commercial use. The adjustment of the lot lines is necessary to allow for existing buildings to be brought into conformance of current building codes and practices. Currently, the existing lot line bisects an existing building. This development is located within the City's water\sewer service area.

Previous Actions:

There has been no previous action.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from bringing this property into conformance with current codes, and prevent further development of the property.

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

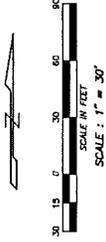
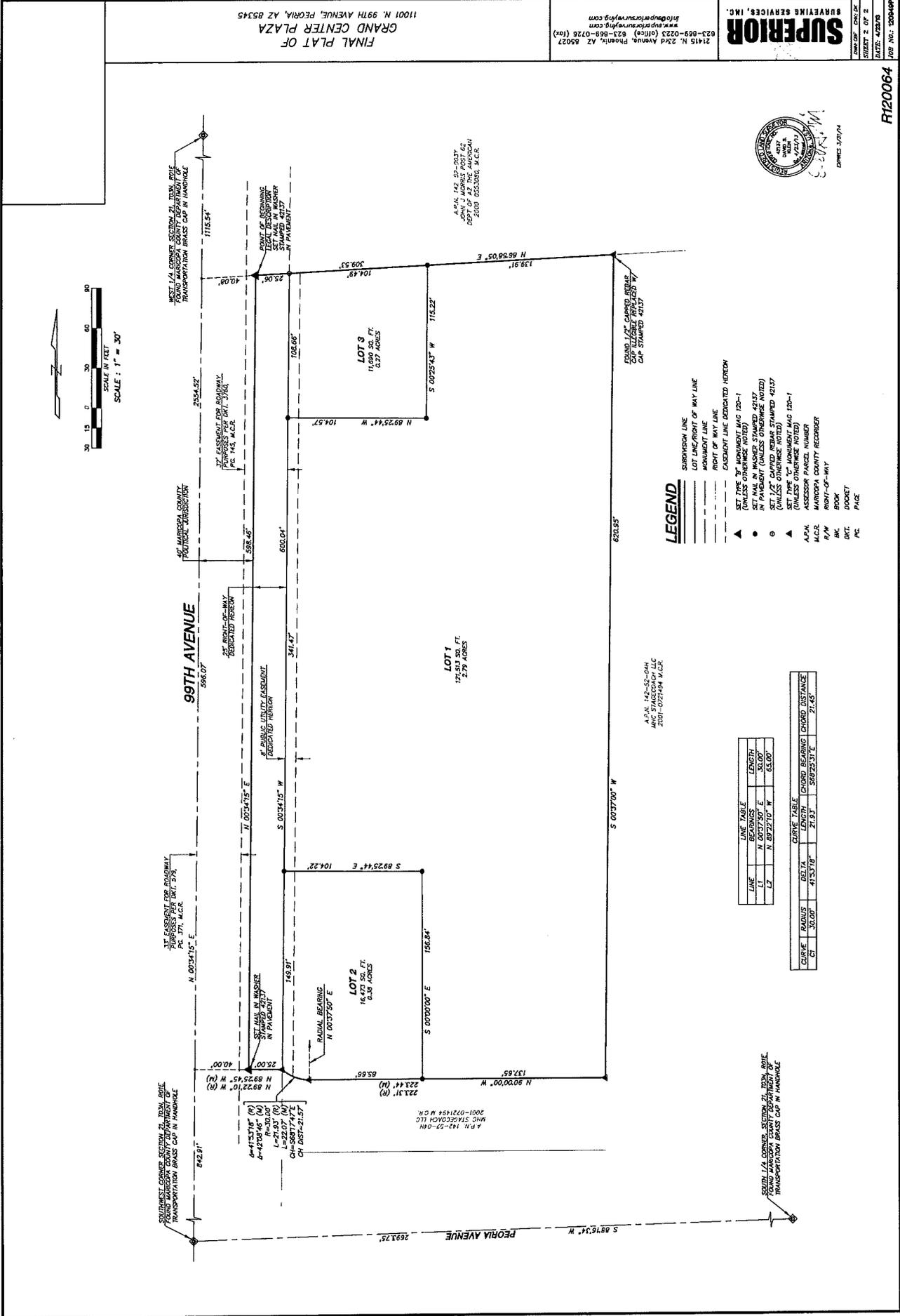
The acceptance of this Final Plat by City Council will allow the developer to move forward in further developing this property.

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number: Jodi Breyfogle, PE, CFM: 623-773-7577



SCALE: 1" = 30'

SOUTHWEST CORNER SECTION 21, T10N, R10E, TRANSPORTATION BRASS CAP IN HANDHOLE

11" EASEMENT FOR ROADWAY PURPOSES PER DKT. 279, PC 171, M.C.C.

45' MARICOPA COUNTY FOOTCUT JURISDICTION

POINT OF BEGINNING SET NAIL IN WALKER STATION 42137 IN HANDHOLE

SET NAIL IN WALKER IN PARCELS STAMPED 42137

POINT OF BEGINNING SET NAIL IN WALKER STATION 42137 IN HANDHOLE

APN: 142-52-04K MIC STAGECOACH LLC 2001-071494 M.C.R.

FINAL PLAT OF GRAND CENTER PLAZA 11001 N. 99TH AVENUE, PEORIA, AZ 85345

21415 N. 23rd Avenue, Phoenix, AZ 85027
823-859-0223 (office) 823-859-0726 (cell)
info@superior-surveying.com
superior-surveying.com

SUPERIOR
SURVEYING SERVICES, INC.
DIMEC 3/27/14
DATE: 4/23/14
SHEET 2 OF 2
JOB NO.: 1004064



LEGEND

- SUBDIVISION LINE
- LOT LINE/RIGHT OF WAY LINE
- MONUMENT LINE
- EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
- SET TYPE "C" MONUMENT (MAG 100-1) (UNLESS OTHERWISE NOTED)
- SET NAIL IN WALKER STAMPED 42137 IN PARCELS (UNLESS OTHERWISE NOTED)
- SET TYPE "C" MONUMENT (MAG 100-1) (UNLESS OTHERWISE NOTED)
- SET TYPE "C" MONUMENT (MAG 100-1) (UNLESS OTHERWISE NOTED)
- A.P.N.
- M.C.C.
- ARIZONA COUNTY RECORD
- BOOK
- DOCKET
- PAGE

LINE	BEARING	LENGTH
L1	N. 89°25'44" W.	63.00'
L2	N. 89°25'44" W.	63.00'

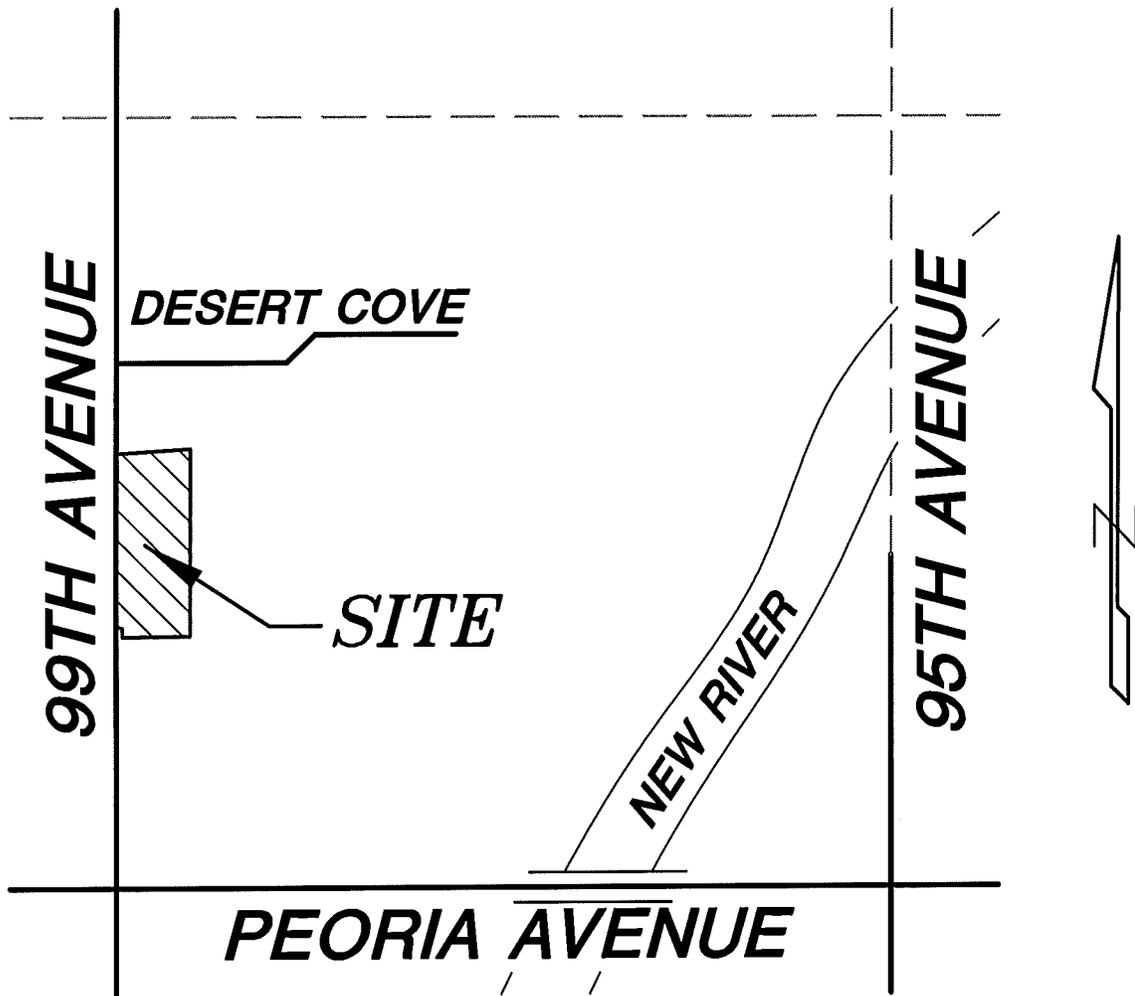
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	30.00'	47°53'18"	21.93'
		56°42'51"E	21.45'

APN: 142-52-04K
MIC STAGECOACH LLC
2001-071494 M.C.R.

SOUTHWEST CORNER SECTION 21, T10N, R10E, TRANSPORTATION BRASS CAP IN HANDHOLE

APN: 142-52-04K
MIC STAGECOACH LLC
2001-071494 M.C.R.

APN: 142-52-04K
MIC STAGECOACH LLC
2001-071494 M.C.R.



VICINITY MAP

NOT TO SCALE

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17C

Date Prepared: May 6, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Griffith Commerce Center Second Amended – Replat of Lot C, 83rd Avenue and Thunderbird Road (Project No. R040195D)

Purpose:

This is a request for City Council to approve a Final Plat of Griffith Commerce Center Second Amended – Replat of Lot C, located at 83rd Avenue and Thunderbird Road, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to split one commercial lot into two lots. This development is located within the City's water\sewer service area.

Previous Actions:

The original Final Plat was reviewed by the City and recorded in November 2005. Amendments to the Final Plat were approved and recorded in April 2010 and May 2010.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

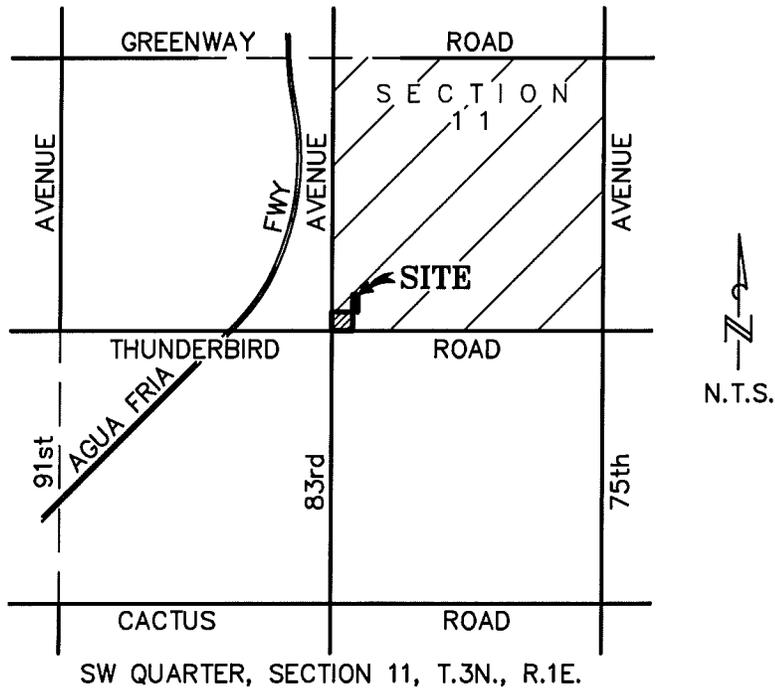
The acceptance of this Replat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number: Jodi Breyfogle, PE, CFM: 623-773-7577



VICINITY MAP

GRIFFITH COMMERCE CENTER SECOND AMENDED

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 18C

Date Prepared: May 14, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, The Meadows – Parcel 4B, Williams Road and Speckled Gecko Drive (Project No. R120060)

Purpose:

This is a request for City Council to approve a Final Plat of The Meadows – Parcel 4B, located on Williams Road and Speckled Gecko Drive, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water\sewer service area. This final plat creates a total of 98 new lots within

the Meadows planned area development. All internal roadways are public and will be maintained by the City.

Previous Actions:

The preliminary plat was reviewed by the City and completed in 2011. No changes were made to the proposed Final Plat layout.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

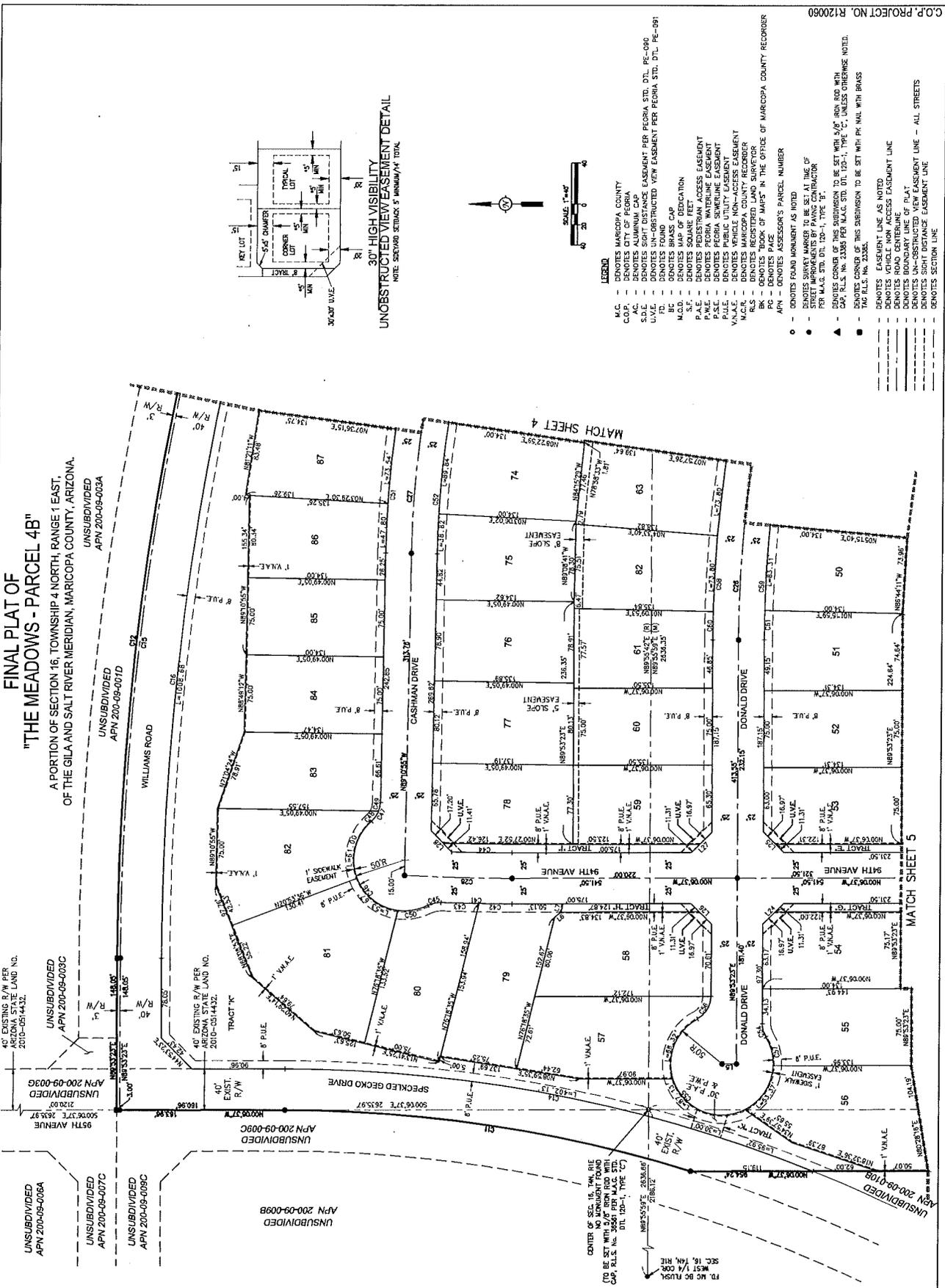
The acceptance of this Final Plat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

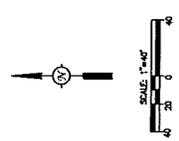
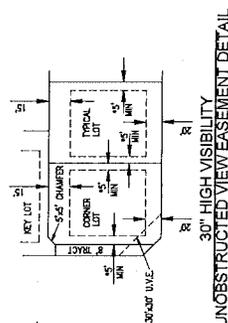
Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number: Jodi Breyfogle, PE, CFM: 623-773-7577



**FINAL PLAT OF
 "THE MEADOWS - PARCEL 4B"**
 A PORTION OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
 UNSUBDIVIDED APN 200-09-003A
 UNSUBDIVIDED APN 200-09-003B
 UNSUBDIVIDED APN 200-09-003C
 UNSUBDIVIDED APN 200-09-003D
 UNSUBDIVIDED APN 200-09-003E
 UNSUBDIVIDED APN 200-09-003F
 UNSUBDIVIDED APN 200-09-003G
 UNSUBDIVIDED APN 200-09-003H
 UNSUBDIVIDED APN 200-09-003I
 UNSUBDIVIDED APN 200-09-003J
 UNSUBDIVIDED APN 200-09-003K
 UNSUBDIVIDED APN 200-09-003L
 UNSUBDIVIDED APN 200-09-003M
 UNSUBDIVIDED APN 200-09-003N
 UNSUBDIVIDED APN 200-09-003O
 UNSUBDIVIDED APN 200-09-003P
 UNSUBDIVIDED APN 200-09-003Q
 UNSUBDIVIDED APN 200-09-003R
 UNSUBDIVIDED APN 200-09-003S
 UNSUBDIVIDED APN 200-09-003T
 UNSUBDIVIDED APN 200-09-003U
 UNSUBDIVIDED APN 200-09-003V
 UNSUBDIVIDED APN 200-09-003W
 UNSUBDIVIDED APN 200-09-003X
 UNSUBDIVIDED APN 200-09-003Y
 UNSUBDIVIDED APN 200-09-003Z



- LEGENDA**
- M.C. - DENOTES MARICOPA COUNTY
 - C.O.P. - DENOTES CITY OF PHOENIX
 - S.D.E. - DENOTES SHORT DISTANCE EASEMENT PER PECORA STD. DTL. PE-000
 - U.V.E. - DENOTES UN-OBSERVED VIEW EASEMENT PER PECORA STD. DTL. PE-091
 - RD. - DENOTES ROAD
 - RD. - DENOTES ROAD CAP
 - M.O.D. - DENOTES MAP OF DESIGNATION
 - S.F. - DENOTES SQUARE FEET
 - P.A.E. - DENOTES PEDESTRIAN ACCESS EASEMENT
 - P.S.E. - DENOTES PUBLIC UTILITY EASEMENT
 - P.U.E. - DENOTES PUBLIC UTILITY EASEMENT
 - V.A.L.E. - DENOTES VEHICLE NON-ACCESS EASEMENT
 - M.C.S. - DENOTES MARICOPA COUNTY RECORDER
 - B.K. - DENOTES "BOOK OF MAPS" IN THE OFFICE OF MARICOPA COUNTY RECORDS
 - PC - DENOTES PARCEL
 - APN - DENOTES ASSESSOR'S PARCEL NUMBER
 - - DENOTES FOUND MONUMENT AS NOTED
 - - DENOTES SURVEY MARKER TO BE SET AT TIME OF CONSTRUCTION PER MARICOPA COUNTY RECORDS
 - ▲ - DENOTES CORNER OF THIS EASEMENT TO BE SET WITH 8" X 8" IRON ROD PER CAP. R.L.S. NO. 23365 PER A.L.C. STD. DTL. 100-1, TYPE "C", UNLESS OTHERWISE NOTED.
 - - DENOTES CORNER OF THIS SUBDIVISION TO BE SET WITH 8" X 8" IRON ROD WITH BRASS TAG R.L.S. NO. 23365.
 - - DENOTES EASEMENT LINE AS NOTED
 - - DENOTES ROAD CENTERLINE
 - - DENOTES UN-OBSERVED VIEW EASEMENT LINE
 - - DENOTES SIGHT DISTANCE EASEMENT LINE
 - - DENOTES SECTION LINE

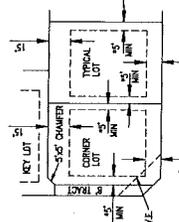
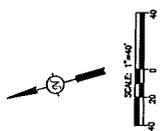
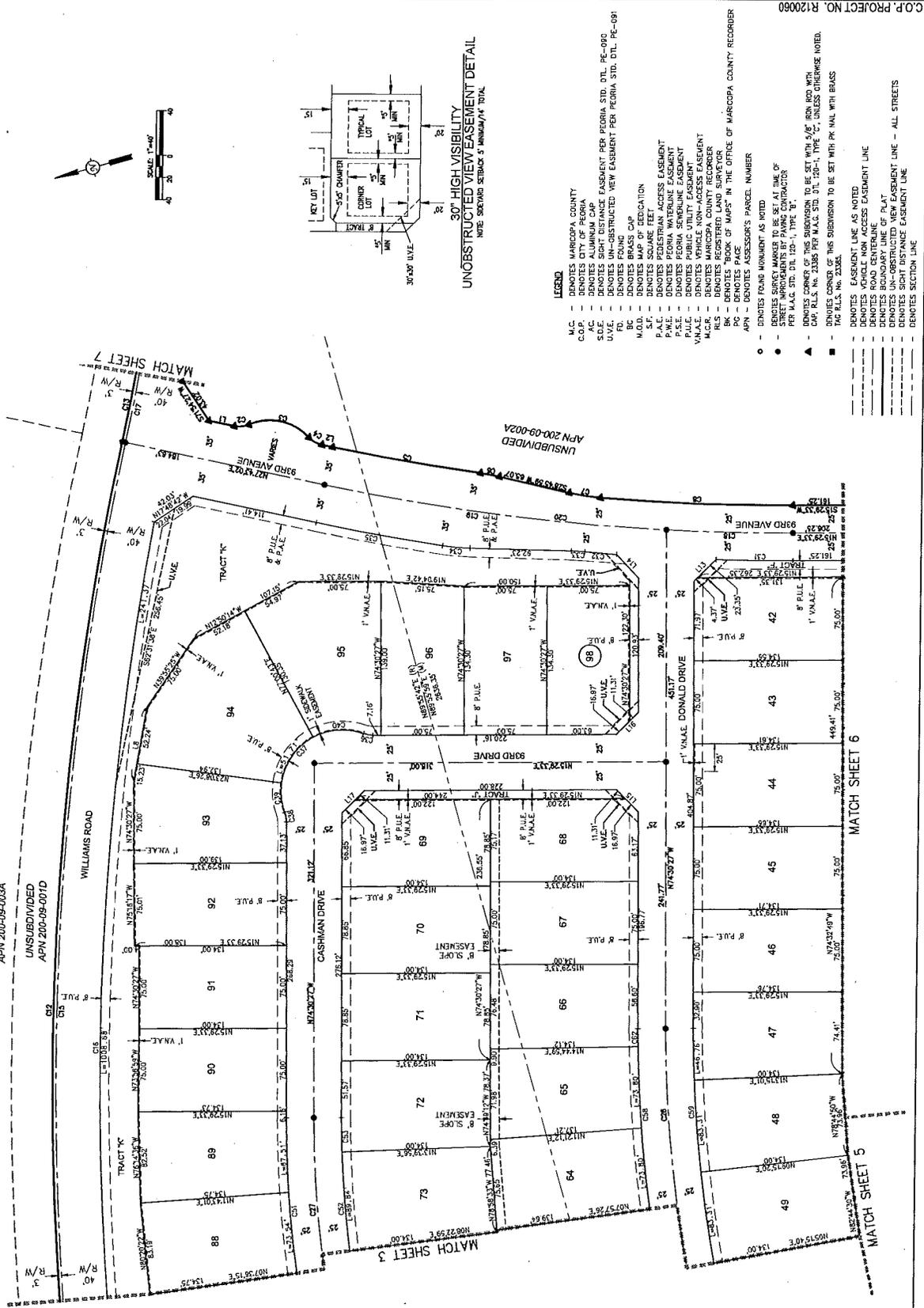
C.O.P. PROJECT NO. R120080



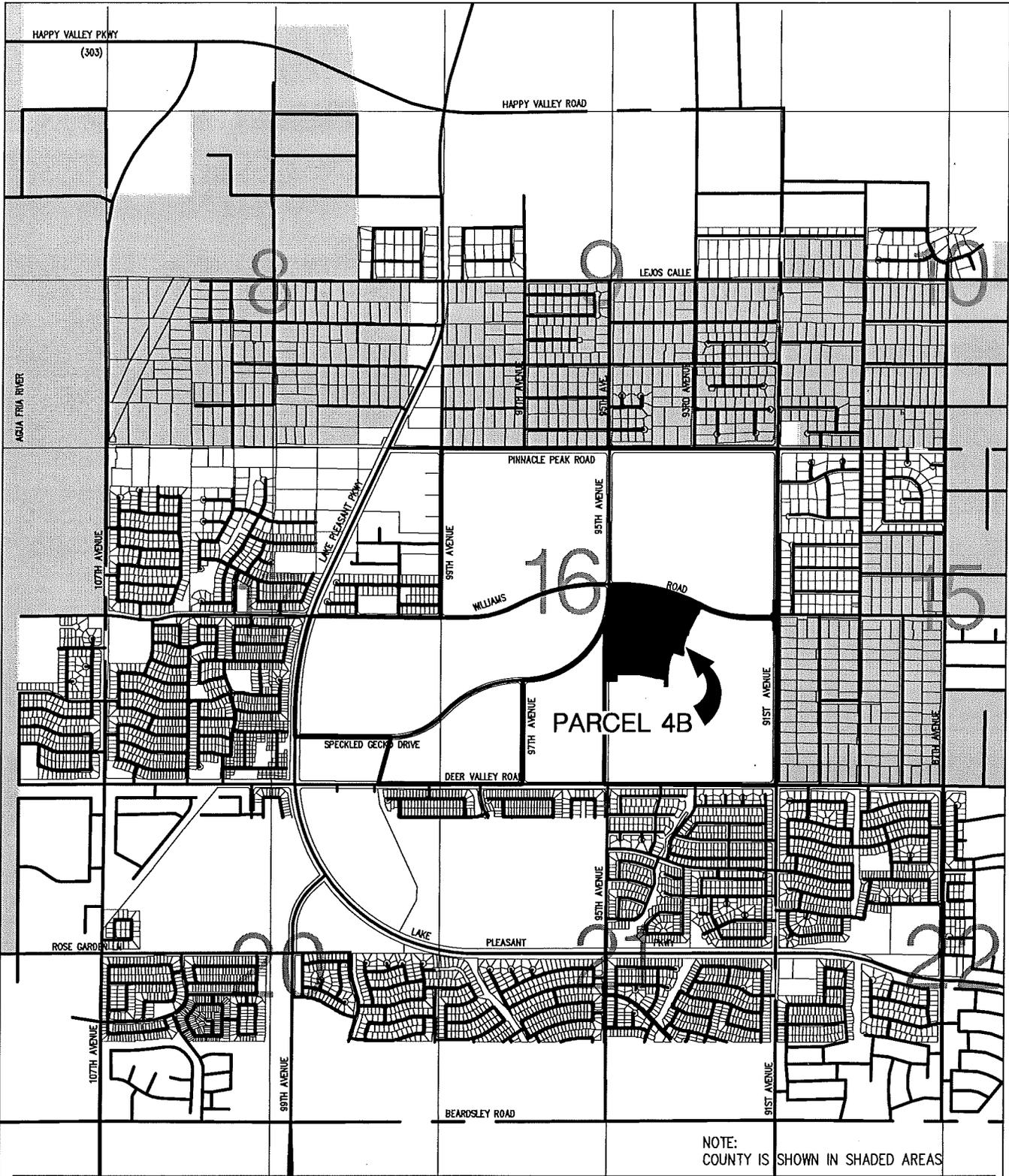
**FINAL PLAT OF
"THE MEADOWS - PARCEL 4B"**
A PORTION OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

UNSUBDIVIDED
APN 200-09-003A

UNSUBDIVIDED
APN 200-09-001D



- LEGEND**
- M.C. - DENOTES MARICOPA COUNTY
 - C.P.F. - DENOTES CITY OF PEORIA
 - S.I.E. - DENOTES SHORT DISTANCE EASEMENT PER PEORIA STD. DTL. PE-090
 - U.V.E. - DENOTES UN-OBSTRUCTED VIEW EASEMENT PER PEORIA STD. DTL. PE-091
 - FD. - DENOTES FOUND
 - FD. - DENOTES FOUND
 - W.O.D. - DENOTES WAY OF DEEDICATION
 - S.F. - DENOTES SQUARE FEET
 - P.A.L. - DENOTES PEDESTRIAN ACCESS EASEMENT
 - P.S.L. - DENOTES PEORIA WATERLINE EASEMENT
 - P.U.L. - DENOTES PUBLIC UTILITY EASEMENT
 - V.N.A.E. - DENOTES VEHICLE NON-ACCESS EASEMENT
 - M.C.R. - DENOTES MARICOPA COUNTY RECORDER
 - PK - DENOTES PARCEL
 - APN - DENOTES ASSESSOR'S PARCEL NUMBER
 - - DENOTES FOUND MONUMENT AS NOTED
 - - DENOTES SURVEY MARKER TO BE SET AT TIME OF RECORDING BY PAVING CONTRACTOR PER PLAT AND DTL. SEE NOTE 11.
 - ▲ - DENOTES CORNER TO BE SET WITH PK VAL WITH BRASS CAP. CALL NO. 2338 PER M.A.S. STD. DTL. 201-1 TYPE 'C'. ALL DIMENSIONS NOTED.
 - - DENOTES CORNER OF THE SUBMISSION TO BE SET WITH PK VAL WITH BRASS TAG CALL NO. 2338.
 - DENOTES EASEMENT LINE AS NOTED
 - DENOTES ROAD CENTERLINE
 - DENOTES RIGHT OF WAY LINE OF PLAT
 - DENOTES UN-OBSTRUCTED VIEW EASEMENT LINE - ALL STREETS
 - DENOTES SIGHT DISTANCE EASEMENT LINE
 - DENOTES SECTION LINE



PHOENIX
 9977 N 90TH ST, STE 350, SCOTTSDALE, AZ 85288
 TEL: (602) 977-8000 FAX: (602) 977-8099
 www.cardno.com
 PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

VICINITY MAP
 THE MEADOWS - PARCEL 4B

MERITAGE HOMES OF ARIZONA, INC.
 PEORIA, ARIZONA

PROJECT NO. 4129966.10
 DATE: 5-6-13
 BY: PMH
 SCALE: NTS
 EXHIBIT 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19C

Date Prepared: May 1, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Re-Plat, Tierra Del Rio Parcel 4A, West of 107th Avenue, South of Happy Valley Parkway (Project No. R060160)

Purpose:

This is a request for City Council to approve a Re-Plat of Tierra Del Rio Parcel 4A, located West of 107th Avenue and South of Happy Valley Parkway, and authorize the Mayor and City Clerk to sign and record the RePlat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the RePlat is to plat a subdivision for residential use. This development is within the City's sewer service area and EPCOR's water service area. This replat creates a total of 102

new lots within Parcel 4A of the Tierra Del Rio Planned Area Development. All internal roadways are public and will be maintained by City of Peoria.

Previous Actions:

The Tierra Del Rio Master Final Plat was approved and recorded in September 2007.

The parcel 4A replat was reviewed by the City in 2013, and is in substantial conformance with the approved preliminary plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

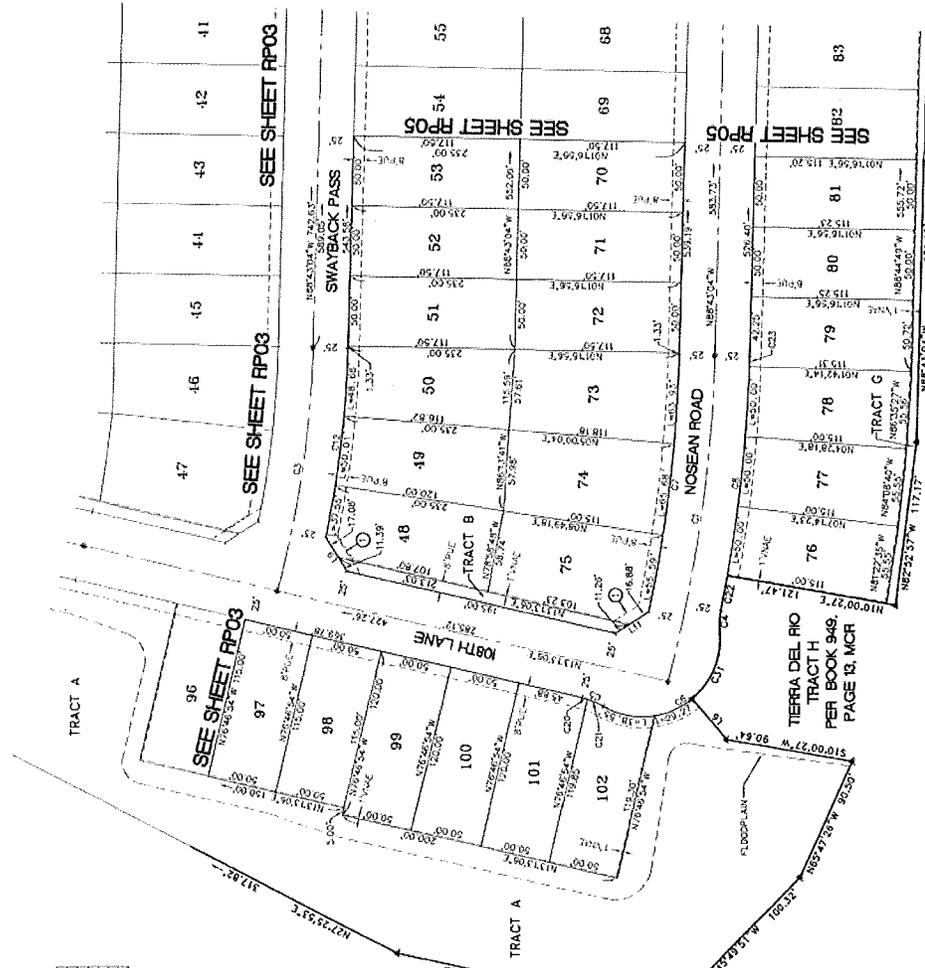
Exhibit(s):

Exhibit 1: RePlat

Exhibit 2: Vicinity Map

Contact Name and Number: Jodi Breyfogle, 623-773-7577

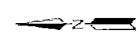
- LEGEND**
- ▲ SET CORNER OF THIS PLAT WITH UNDEVELOPED SURFACE OF 1934 UNLESS OTHERWISE NOTED
 - EXISTING BRASS CAP
 - FOUND MONUMENT AS NOTED
 - SET BRASS CAP FULLY PER MAG. STD. DTL. 120-1 TYPE "B"
 - U LINE TABLE NUMBER
 - CT CURVE TABLE NUMBER
 - ELI EASEMENT LINE TABLE NUMBER
 - VELOCITY TRIANGLE EASEMENT
 - BUILDING SETBACK LINE
 - RIGHT OF WAY
 - PUBLIC UTILITY EASEMENT
 - VEHICULAR NON-ACCESS EASEMENT
 - POINT OF BEGINNING
 - POINT OF COMMENTARY
 - PLAT BOUNDARY
 - NORTH-SOUTH WAY LINE
 - LOT/TRACT LINE
 - CENTER LINE
 - EASEMENT LINE
 - SECTION LINE
 - EASEMENT RIGHT-OF-WAY LINE
 - FLOODPLAIN LINE



TERRA DEL RIO
 PARCEL 5
 PER BOOK 949,
 PAGE 13, MCR

TERRA DEL RIO
 TRACT H
 PER BOOK 949,
 PAGE 13, MCR

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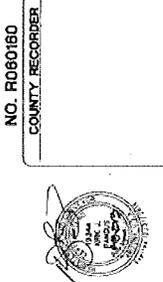
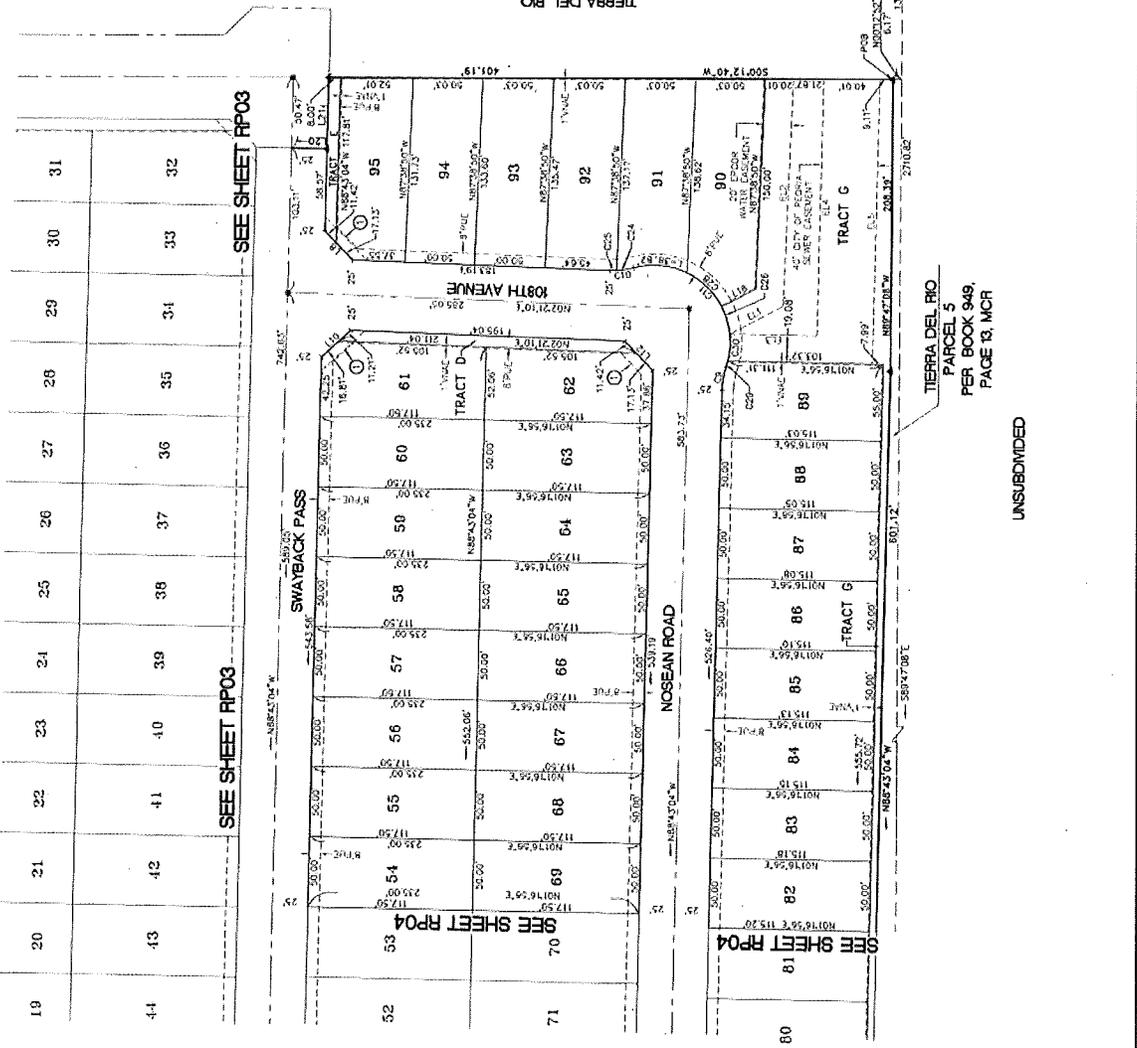


NO. R080180
 COUNTY RECORDER



LINE	LOCATION	BEARING	LENGTH
1	SW CORNER	N 89° 58' 00" W	10.00
2	SW CORNER	S 89° 58' 00" E	10.00
3	SW CORNER	S 00° 00' 00" E	10.00
4	SW CORNER	N 00° 00' 00" W	10.00
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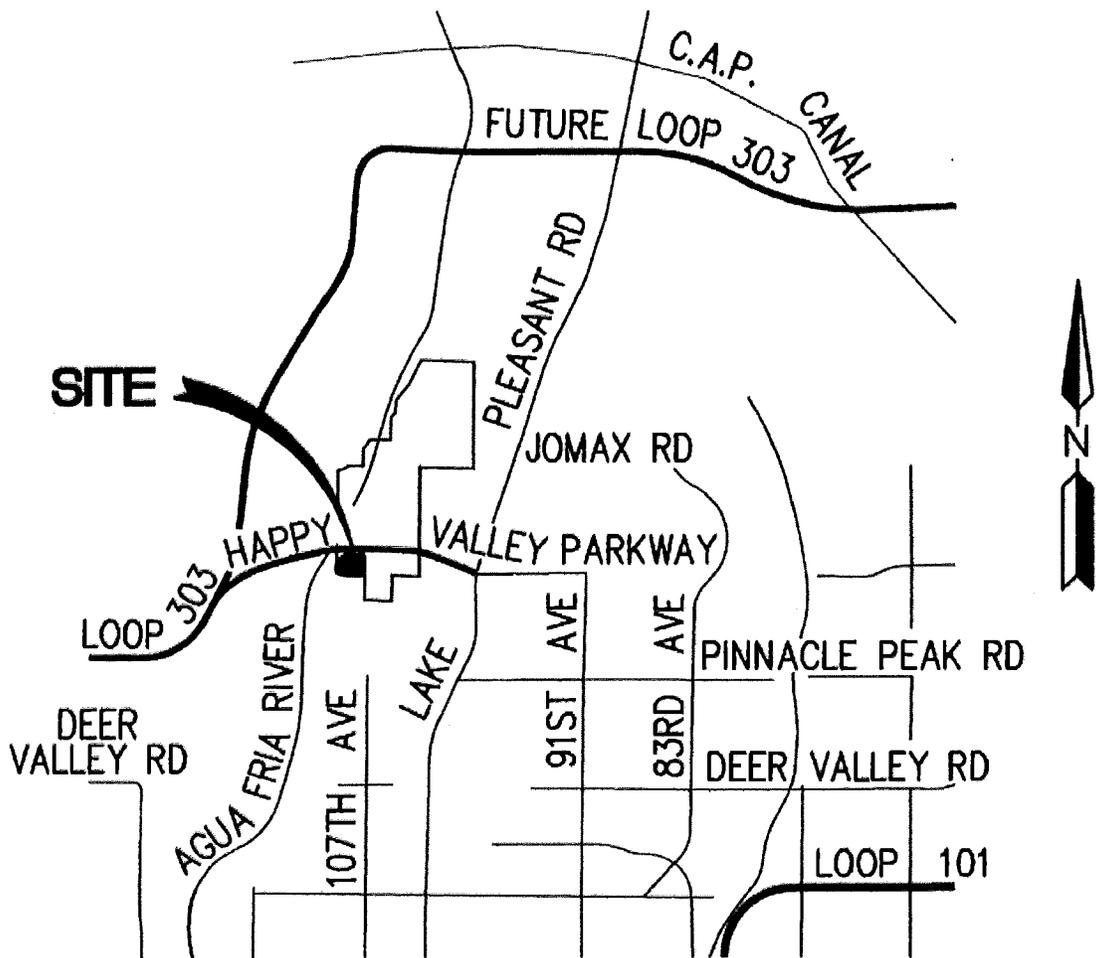
LEGEND
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TERRA DEL RIO
 PARCEL 5
 PER BOOK 949,
 PAGE 13, MCR

UNSUBDIVIDED





VICINITY MAP

PARCEL 4A

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20C

Date Prepared: May 6, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager
FROM: Susan J. Daluddung, Deputy City Manager
THROUGH: Scott Whyte, Economic Development Services Director
SUBJECT: Replat of Lots 1 A and 5A of Creekside Estates (Project No. R070102C)

Purpose:

This is a request for City Council to approve a Replat of Lots 1A and 5A of Creekside Estates, located on 73rd Avenue north of Pinnacle Peak Road, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to combine two existing residential lots into one.

Previous Actions:

The Final Plat was approved by the City Council in November 2008 and recorded in December 2008. The Final Plat was amended in October 2011.

Options:

A: The Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Replat; although it should be noted that not approving the Replat will hinder the homeowner from constructing as planned.

B: The other option would be to formally approve the Replat and allow these lots to be utilized.

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number: Jodi Breyfogle, PE, CFM: 623-773-7577

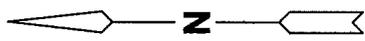
HAPPY VALLEY RD.

67TH AVENUE

73RD AVE.

CREEKSIDE COURT

SITE



PINNACLE PEAK RD.

DEER VALLEY RD.

VICINITY MAP

(NOT TO SCALE)

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 21C

Date Prepared: May 1, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Re-Plat, Tierra Del Rio Parcel 1, East of 107th Avenue, South of Happy Valley Parkway (Project No. R070026)

Purpose:

This is a request for City Council to approve a Re-Plat of Tierra Del Rio Parcel 1, located East of 107th Avenue and South of Happy Valley Parkway, and authorize the Mayor and City Clerk to sign and record the RePlat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the RePlat is to plat a subdivision for residential use. This development is within the City's sewer service area and EPCOR's water service area. This replat creates a total of 60

new lots within Parcel 1 of the Tierra Del Rio Planned Area Development. All internal roadways are public and will be maintained by City of Peoria.

Previous Actions:

The Tierra Del Rio Master Final Plat was approved and recorded in September 2007.

The parcel 1 replat was reviewed by the City in 2013, and is in substantial conformance with the approved preliminary plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: RePlat

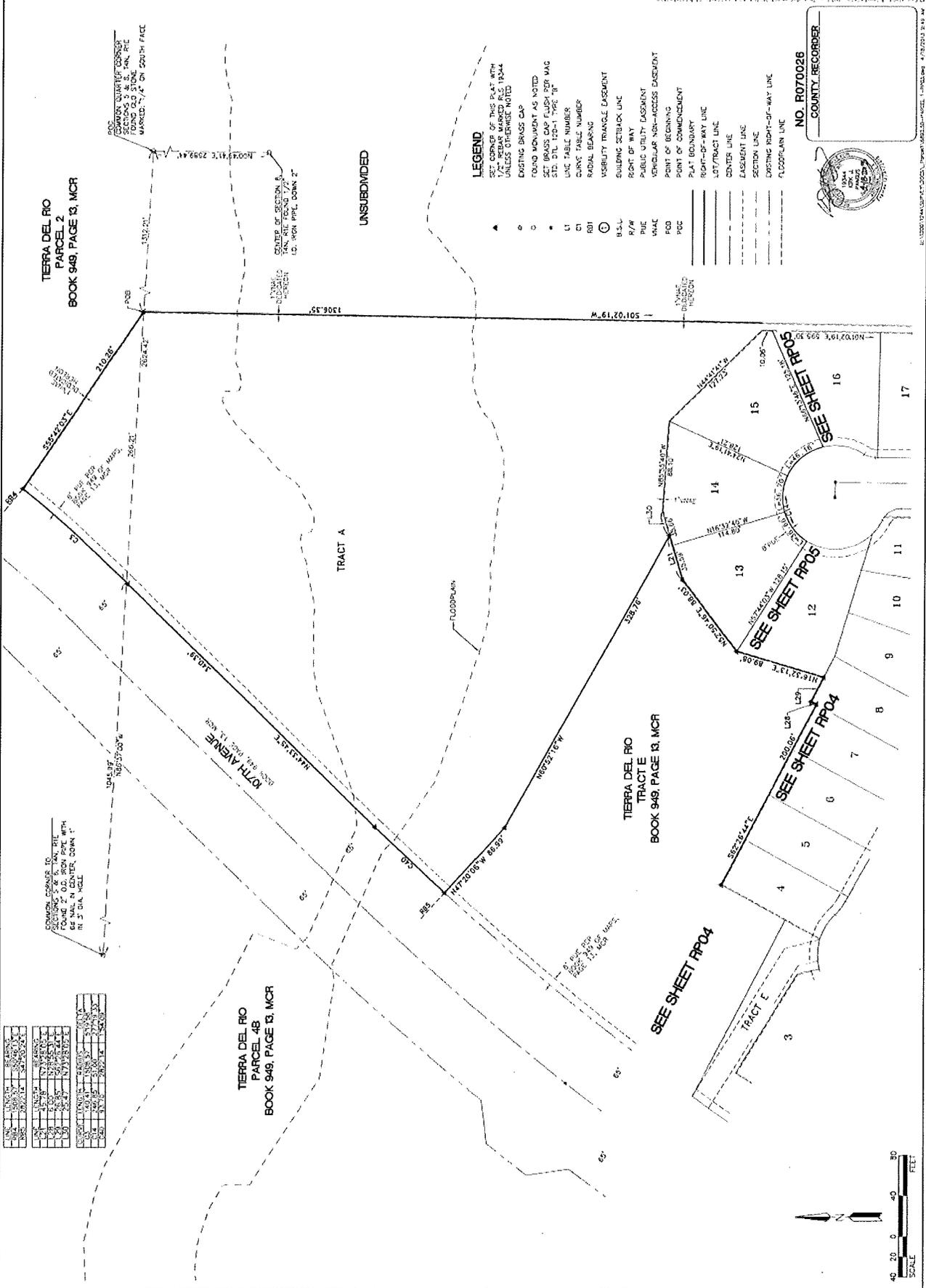
Exhibit 2: Vicinity Map

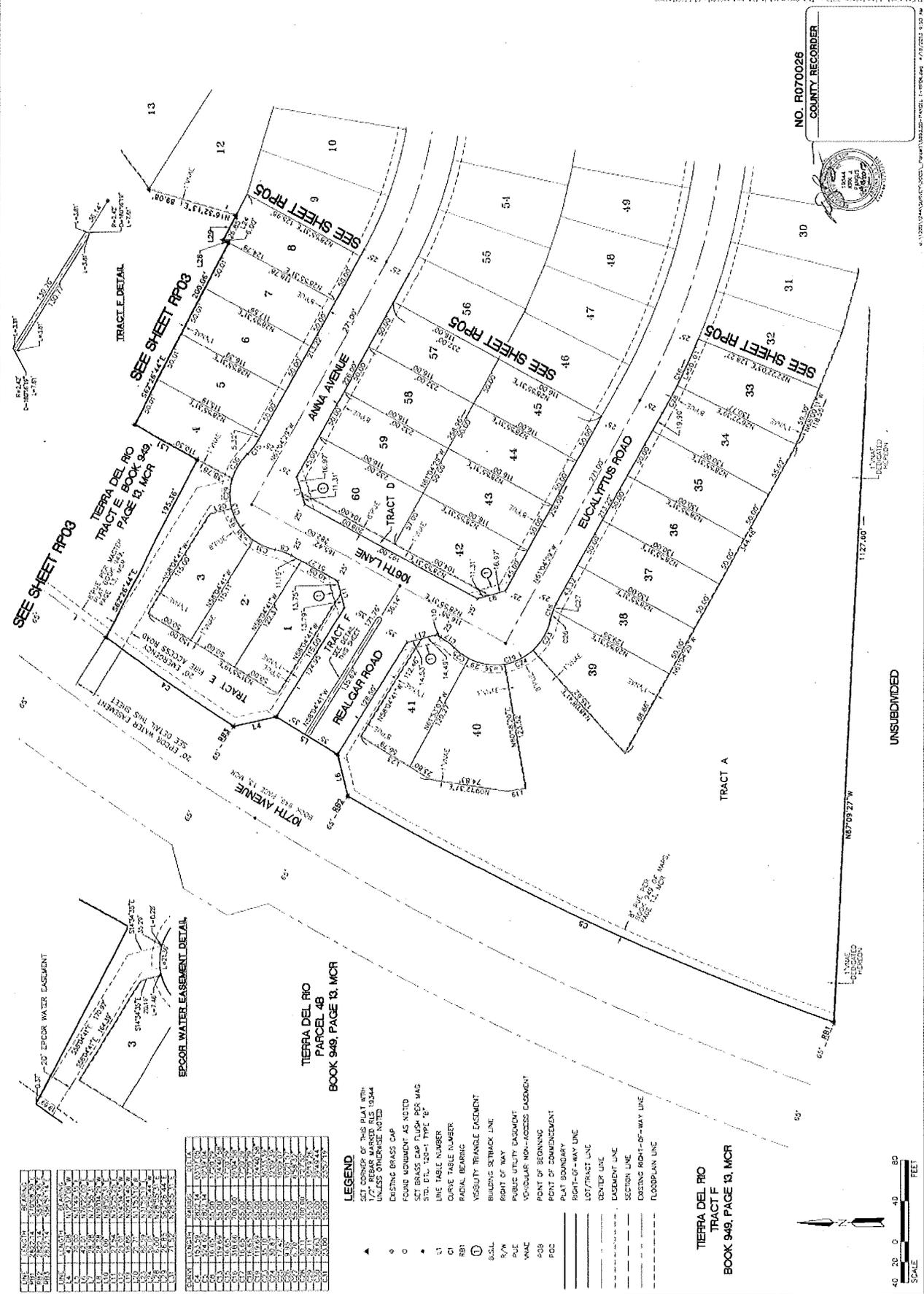
Contact Name and Number: Jodi Breyfogle, 623-773-7577

hilgartwilson
 ENGINEERS-PLANNERS-SURVEYORS
 1641 E. CHANDLER / P.O. BOX 12000 / PHOENIX, AZ 85062
 Registration No.

TERRA DEL RIO PARCEL 1
 JOYAK ROAD AND 99TH AVENUE
 PHOENIX, ARIZONA
RE-PLAT

OWB NO. 1244
 DATE: APRIL 2013
 SCALE: 1"=40'
 DRAWN: NR
 APPROVED: KJP





NO. R070029
 COUNTY RECORDER

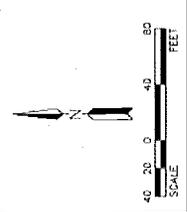


LINE	DESCRIPTION	DATE
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3	EXISTING	10/10/12
4	EXISTING	10/10/12
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58	EXISTING	10/10/12
59	EXISTING	10/10/12
60	EXISTING	10/10/12

SYMBOL	DESCRIPTION
▲	SET CORNER OF THIS PLAT WITH 1/2" REBAR MARKED RLE 10344 UNLESS OTHERWISE NOTED
○	EXISTING BRASS CAP
○	FOUND MONUMENT AS NOTED
○	SET BRASS CAP FLUSH PER MAG STD. B.L. 103-1 TYPE 'B'
●	LINE TABLE NUMBER
○	CURVE TABLE NUMBER
○	RACIAL BEARING
○	VELOCITY TRIANGLE EASEMENT
○	BUILDING SETBACK LINE
○	RIGHT-OF-WAY
○	PUBLIC UTILITY EASEMENT
○	VEHICULAR NON-ACCESS EASEMENT
○	POINT OF BEGINNING
○	POINT OF COMMENCEMENT
○	PLAT BOUNDARY
○	RIGHT-OF-WAY LINE
○	LOT/TRACT LINE
○	CENTER LINE
○	EASEMENT LINE
○	SECTION LINE
○	EXISTING RIGHT-OF-WAY LINE
○	FLOORPLAN LINE

LEGEND
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TERRA DEL RIO
 TRACT F
 BOOK 949, PAGE 13, MCR



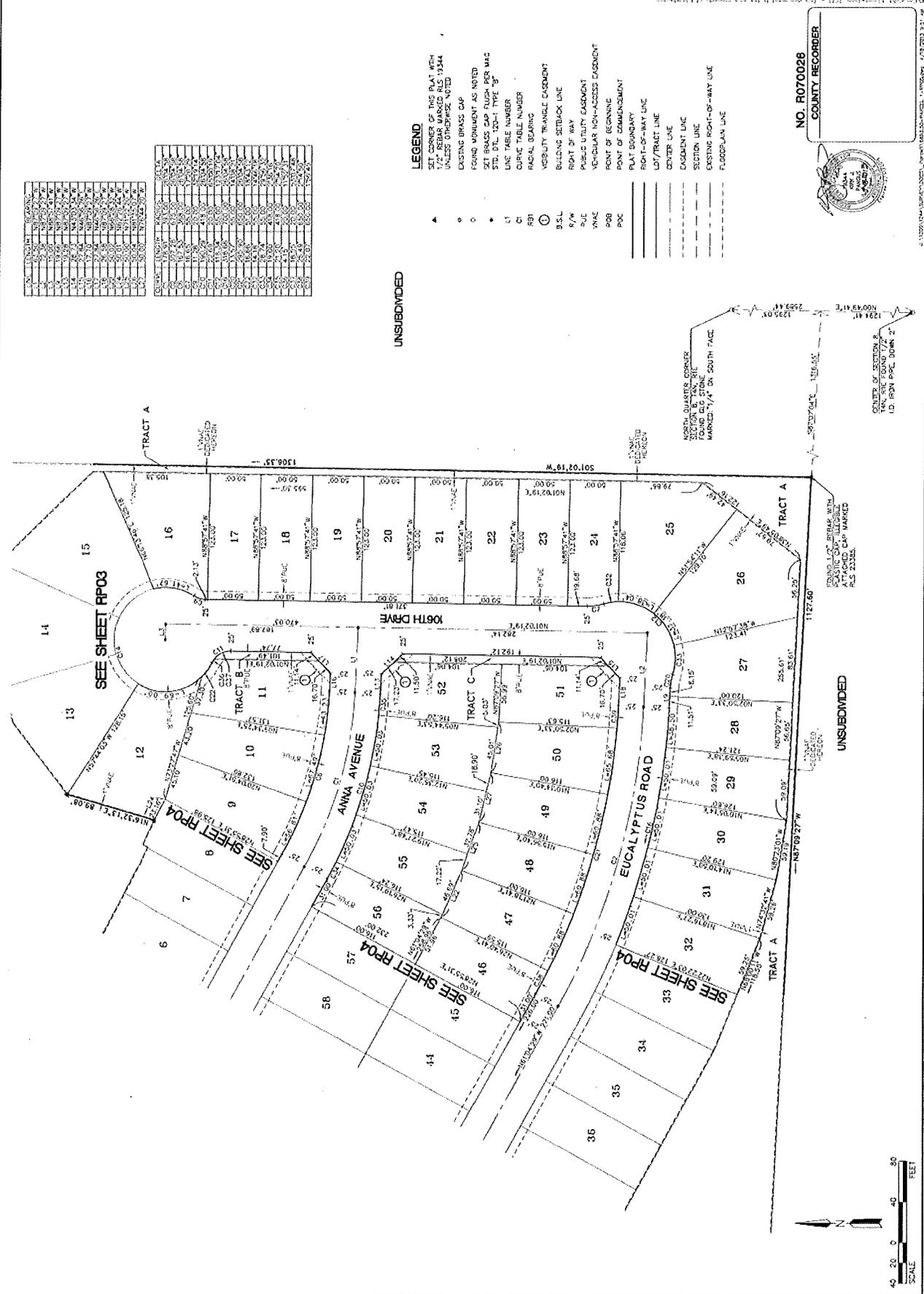
UNSUBDIVIDED

AS SHOWN ON THIS PLAN, THE PROPERTY LIES WITHIN PARCEL 1, TERRA DEL RIO, BOOK 949, PAGE 13, MCR.

hilgartwilson
 ENGINEERS-PLANNERS-SURVEYORS
 1941 C EMERALD RD. # 115 / PEORIA, AZ 85601
 PH: 623.325.1111 FAX: 623.325.1112
 www.hilgartwilson.com

TERRA DEL RIO PARCEL 1
 JOHNS ROAD AND 90TH AVENUE
 PEORIA, ARIZONA
 RE-PLAT

PROJECT: 1244
 DATE: APRIL 2013
 SCALE: 1"=40'
 DRAWING NO: RP05
 SHEET 5 OF 5
 APPROVED: KJP



LEGEND

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UNSUBDIVDED

NO. R070028
 COUNTY RECORDER

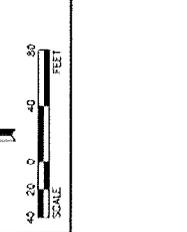
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NORTH QUARTER CORNER SECTION 6 T14N, R1E MARKED 1/4" ON SOUTH FACE

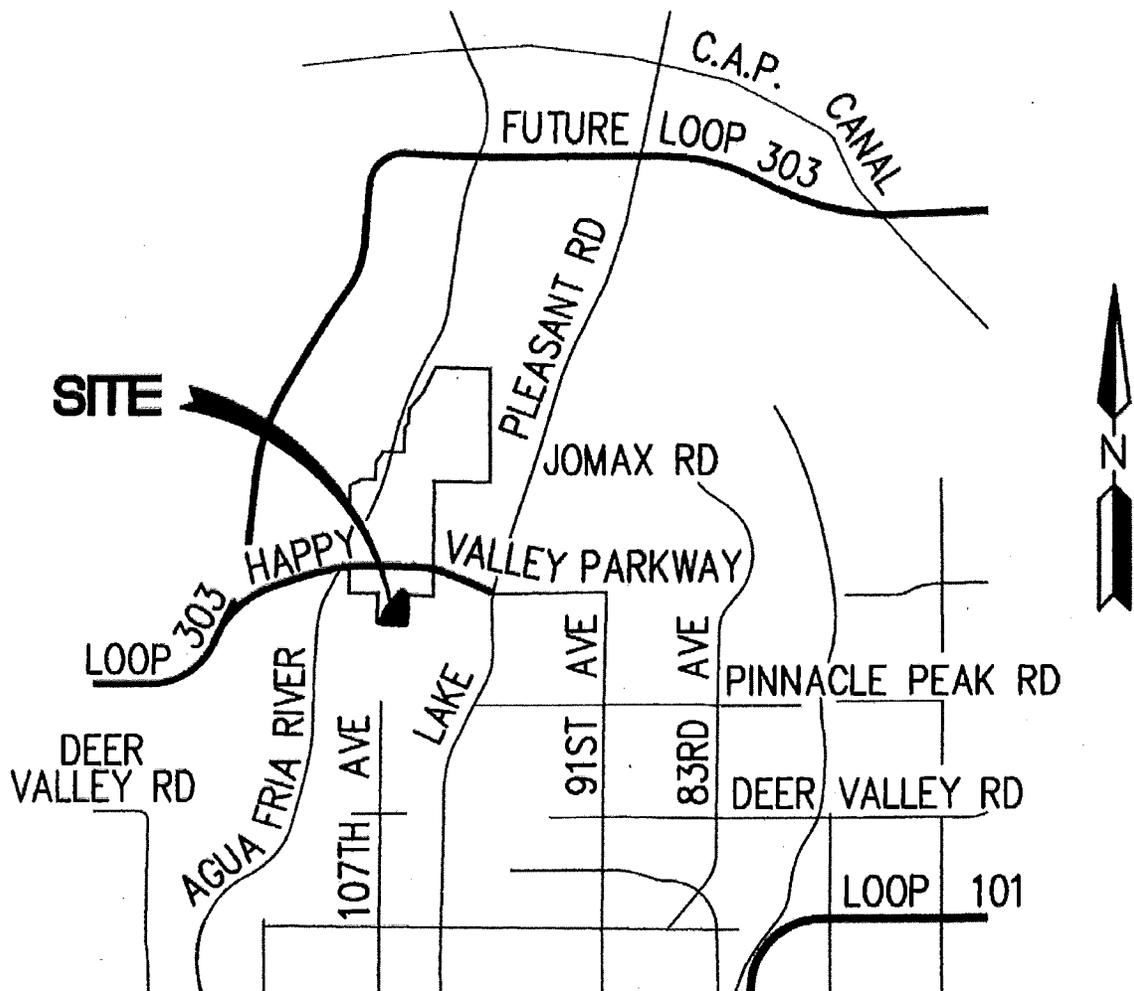
CENTER OF SECTION 8 T14N, R1E MARKED 1/4" ON SOUTH FACE

POINT OF BEGINNING WITH 1/2" REBAR MARKED RLS 13144 ATTACHED CAP MARKED PLS 2335L

UNSUBDIVDED



DATE: APRIL 2013
 SCALE: 1"=40'
 DRAWING NO: RP05
 SHEET 5 OF 5
 APPROVED: KJP



VICINITY MAP

N.T.S.

PARCEL 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 22C

Date Prepared: May 1, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Re-Plat, Tierra Del Rio Parcel 4B, West of 107th Avenue, South of Happy Valley Parkway (Project No. R070025)

Purpose:

This is a request for City Council to approve a Re-Plat of Tierra Del Rio Parcel 4B, located West of 107th Avenue and South of Happy Valley Parkway, and authorize the Mayor and City Clerk to sign and record the RePlat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the RePlat is to plat a subdivision for residential use. This development is within the City's sewer service area and EPCOR's water service area. This replat creates a total of 25

new lots within Parcel 4B of the Tierra Del Rio Planned Area Development. All internal roadways are public and will be maintained by City of Peoria.

Previous Actions:

The Tierra Del Rio Master Final Plat was approved and recorded in September 2007.

The parcel 4B replat was reviewed by the City in 2013, and is in substantial conformance with the approved preliminary plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: RePlat

Exhibit 2: Vicinity Map

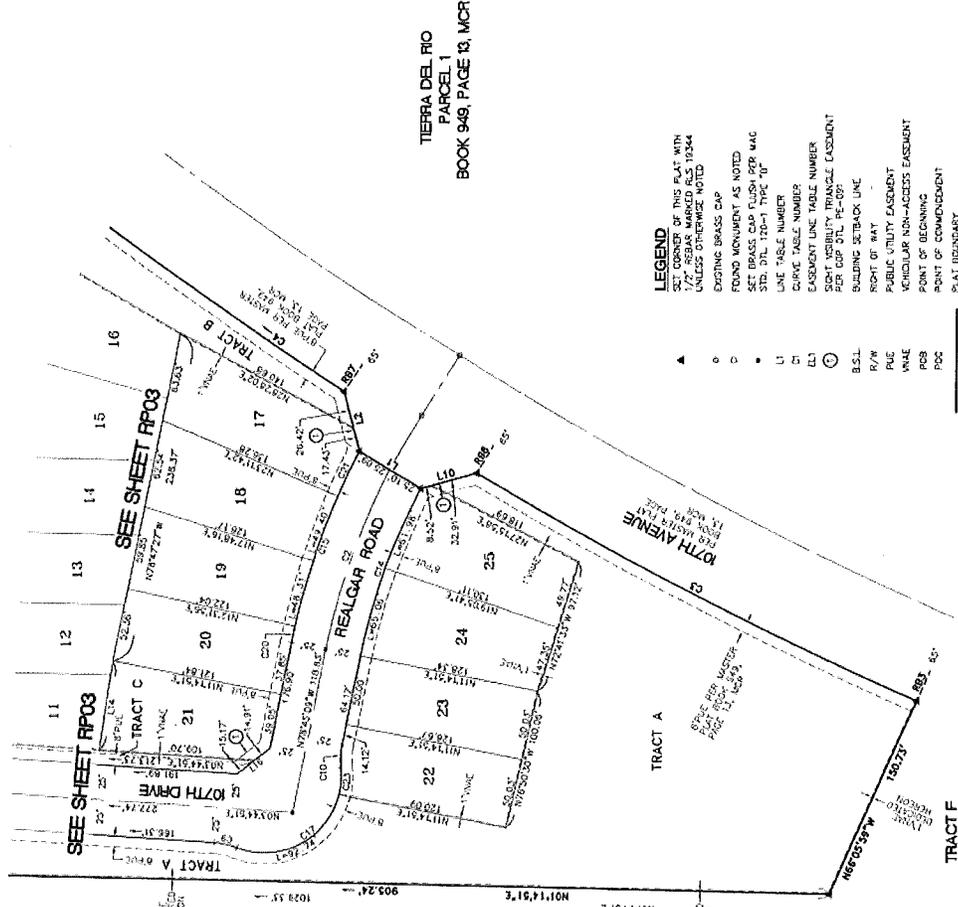
Contact Name and Number: Jodi Breyfogle, 623-773-7577

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NO. R070025
COUNTY RECORDER



- LEGEND**
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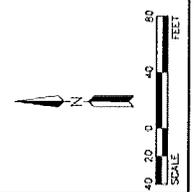


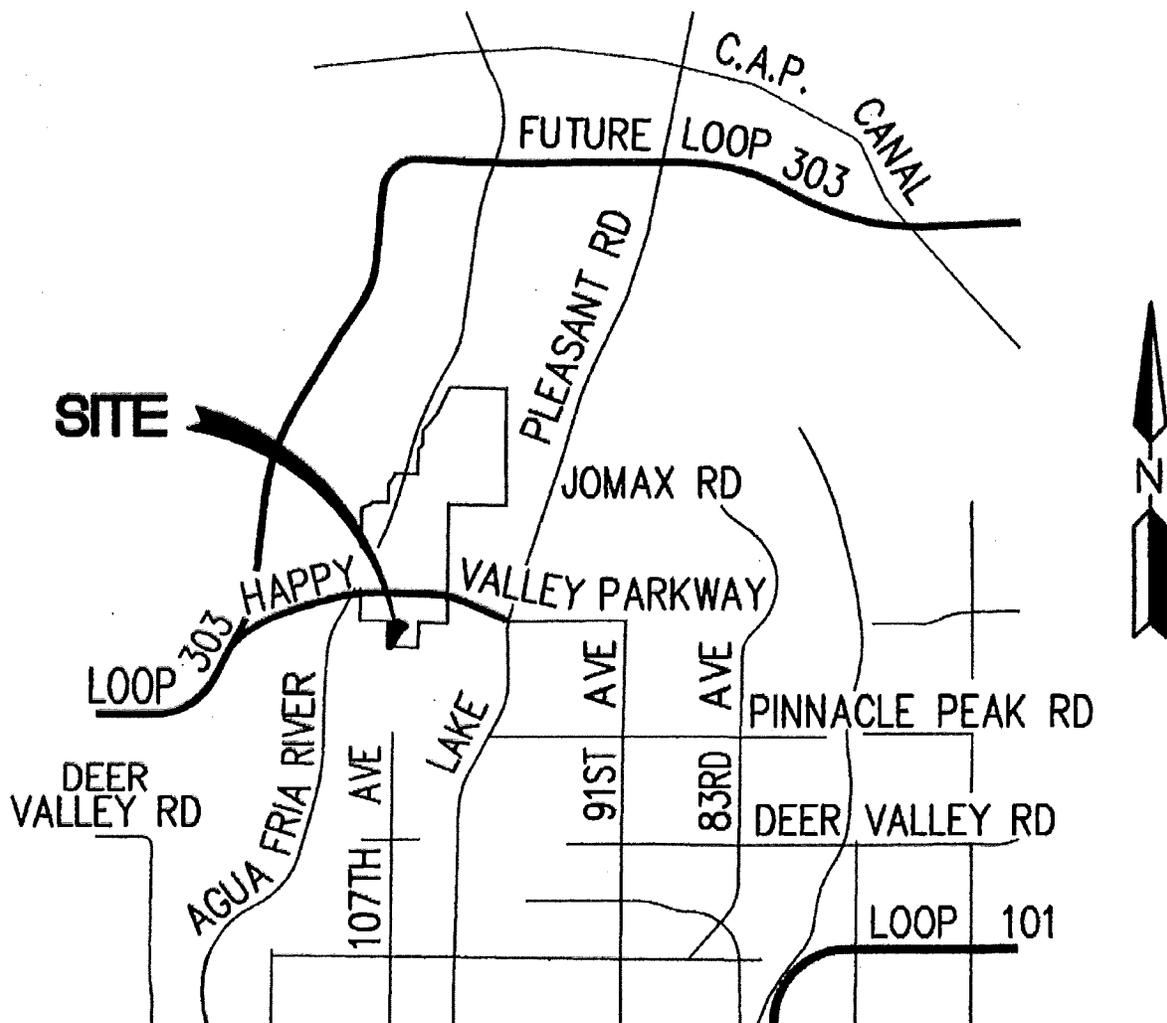
TIERRA DEL RIO
PARCEL 1
BOOK 949, PAGE 13, MCR

TRACT F
BOOK 949, PAGE 13, MCR

UNSUBDIVIDED

LINE	BEARING	DISTANCE	AREA
1	N 107° 00' 00" W	100.00	100.00
2	S 00° 00' 00" E	100.00	100.00
3	N 07° 00' 00" E	100.00	100.00
4	S 00° 00' 00" W	100.00	100.00
5	N 07° 00' 00" W	100.00	100.00
6	S 00° 00' 00" E	100.00	100.00
7	N 07° 00' 00" E	100.00	100.00
8	S 00° 00' 00" W	100.00	100.00
9	N 07° 00' 00" W	100.00	100.00
10	S 00° 00' 00" E	100.00	100.00
11	N 07° 00' 00" E	100.00	100.00
12	S 00° 00' 00" W	100.00	100.00
13	N 07° 00' 00" W	100.00	100.00
14	S 00° 00' 00" E	100.00	100.00
15	N 07° 00' 00" E	100.00	100.00
16	S 00° 00' 00" W	100.00	100.00
17	N 07° 00' 00" W	100.00	100.00
18	S 00° 00' 00" E	100.00	100.00
19	N 07° 00' 00" E	100.00	100.00
20	S 00° 00' 00" W	100.00	100.00
21	N 07° 00' 00" W	100.00	100.00
22	S 00° 00' 00" E	100.00	100.00
23	N 07° 00' 00" E	100.00	100.00
24	S 00° 00' 00" W	100.00	100.00
25	N 07° 00' 00" W	100.00	100.00





VICINITY MAP

N.T.S.

PARCEL 4B

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Date Prepared: May 25, 2013

Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager

FROM: Jeff Tyne, Deputy City Manager

SUBJECT: Theater Works Operating Lease Agreement

Purpose:

Review and possible action to approve an amended lease agreement with Theater Works regarding the use of the Peoria Center for the Performing Arts.

Background/Summary:

Over the last year, City staff has been in discussions with representatives of Theater Works, a 501(c)(3) corporation, regarding the use and operation of the Peoria Center for the Performing Arts.

In 2006, the City constructed a 20,000 square foot Center for the Performing Arts. The Center includes a 270-seat main stage, as well as an 80-seat black box theater for alternative programming. In its inaugural year, the City contracted with Theater Works to operate and maintain the facility through a 20-year Improved Property Lease.

The current lease agreement provides for Theater Works to be the master tenant of the facility, which includes managing the operations and programming at the site. The agreement also includes terms and conditions regarding the maintenance and upkeep of the facility, and provides for City access to the facility as well.

In March of 2012, the City Council instructed staff to work closely with Theater Works representatives to explore options for continuing the arrangement going forward. The emphasis was placed on providing quality, diverse and sustainable programming in the community, while ensuring the upkeep and management of the Center. Over the last year, city staff held numerous meetings with the Theater Works Director and representatives to assess facility needs, explore ways to enhance programming, and expand use for City-related activities.

As part of these discussions, both parties reviewed the financial business model for Theater Works in addition to various theater-related agreements held by other valley cities. In doing so,

it was evident that Theater Works would require additional financial support over the next year to continue its current level of service. With this in mind, an agreement was reached to provide direct funding to Theater Works through FY 2014. Funding will be up to \$350,000 over the next sixteen months. In return, a number of other terms will be included for the upcoming year. These include:

- The number of days the theater facility would be made available would be increased from 12 to 20 days. Access on these days would be mutually agreed upon early on in the programming calendar schedule.
- Theater Works will offer interactive participation in a number of City-affiliated special events.
- Within their programming function, Theater Works will organize a minimum number of performance series, and will engage in area events which showcase cultural diversity.
- Theater Works executive staff will meet continually with City leadership to discuss updates on the agency's work plan, financial activity, and programming opportunities.
- The City and Theater Works will continue working collaboratively on exciting youth-related programs, senior-related activities, and support for programs supporting the developmentally disabled.

Options:

As described above, the city currently has a lease agreement with Theater Works for their management of the Center for the Performing Arts facility. In context with the stated policy objectives, staff has identified the following options for Council consideration:

- A: Direct staff to maintain the current lease and continue with current payment arrangement.
- B. Direct staff to amend the lease agreement with Theater Works to include \$350,000 in one-time funding, with additional terms on facility maintenance, programming, event participation, and City-related access.

Staff's Recommendation:

In recognition of the collaborative effort of both parties, and with the hope to enhance the access to performing arts opportunities to citizens, staff recommends that the City Council approve the amendment to the existing lease agreement with Theater Works as outlined above.

Fiscal Analysis:

The agreement as recommended would apply \$350,000 in General Fund reserves, and requires a budget amendment of \$350,000 from the General Fund Contingency Account (1000-0300-5700) to Non-Departmental, Other Professional Services (1000-0300-520099).

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 24R

Date Prepared: May 30, 2013

Council Meeting Date: June 18, 2013

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

Purpose:

This is a request for City Council to:

- a. Adopt Ordinance No. 2013–12 to allow selected members of the City of Peoria Youth Advisory Board (YAB) to serve as an official liaison at regular City Council meetings, and
- b. Adopt Council Policy No. CP _-____, Youth Advisory Board Council Liaison Program.

Background/Summary:

With input and direction from the City Council, and with strong Youth Advisory Board (YAB) collaboration, guidelines outlined in the Council Policy on the YAB Council Liaison Program and a Council Liaison Application have been created. The process will name one member of the YAB to participate in regular City Council meetings in a liaison capacity.

Previous Actions:

On November 13, 2012, the City Council approved adoption of the Youth Master Plan. This guiding document encompasses goals and associated recommendations to benefit and enhance the lives of the youth in Peoria. One of the goals involves youth civic engagement. To fulfill that aim, a recommendation to involve youth in Peoria City Council meetings was created.

On April 23, 2013, at the City Council Study Session, staff was tasked with the development of an application process and guidelines to involve YAB members with the City Council.

Options:

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

- A. Adopt Ordinance No. 2013-12 to create the Youth Advisory Board City Council Liaison program and adopt Council Policy _-_____ outlining the Youth Advisory Board Council Liaison program.
- B. Direct staff to revisit the Youth Advisory Board City Council Liaison program and alter or update guidelines or other programming related elements.

Staff's Recommendation:

Staff recommends that City Council approve Ordinance 2013-12 and Council Policy _-_____, thereby adopting the Youth Advisory Board Council Liaison Program.

Fiscal Analysis:

There will be no fiscal impact due to the Youth Advisory Board Council Liaison position.

Exhibit(s):

Exhibit 1: Ordinance No. 2013-12

Exhibit 2: Council Policy _-_____, Youth Advisory Board Council Liaison

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

ORDINANCE NO. 2013-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY ENACTING SECTION 2-21 PROVIDING FOR AN EX-OFFICIO MEMBER OF THE PEORIA CITY COUNCIL TO BE DESIGNATED BY THE CITY OF PEORIA YOUTH ADVISORY BOARD IN ACCORDANCE WITH POLICIES ADOPTED BY THE CITY COUNCIL AND RESERVING SECTIONS 2-22 THROUGH 2-25 AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor and Council find and determine as follows:

1. That the Mayor and Council have adopted a Youth Master Plan calling for the city to provide additional opportunities for youth to become involved in the governance and decision making process of the City
2. That the City Council has established the City of Peoria, Arizona Youth Advisory Board as a board of the City to provide advice and input from youth on their needs and issues in the City.
3. That the City Council desires to provide additional opportunities for youth to understand and participate in City government by creating an ex-officio seat on the Peoria City Council (youth member) to be filled by a youth designee in accordance with policies adopted by the City Council

THEREFORE, it is ordained by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Chapter 2 of the Peoria City Code (1992) is amended by enacting 2-21 pertaining to and which shall read as follows:

Sec. 2-21. City Council; Ex officio Youth Members.

A. The Mayor in accordance with policies adopted by the Council governing appointments to Boards and Commissions of the City shall appoint a Youth Member as an Ex-Officio member of the City Council.

B. Each year prior to June 30, the City Council Subcommittee on Policy and Appointments shall submit to the Mayor recommendations for appointment of an Ex officio Youth Member of the City Council and two alternates. The

appointments shall be for a term of One Year commencing upon approval of the appointment by the Mayor and Council.

C. A Youth Member nominated for a full term may not serve until confirmed by the Council. A Youth Member must be a person who is legally domiciled in this City and attends an educational institution established under the laws of the State of Arizona on a full-time basis. The Youth Member may exercise all rights and privileges of a council member, except the right to vote. The City Manager or his designees shall provide such staff support as the City Manager determines to be necessary and appropriate.

D. The term of each student member is one year, beginning on July 1. The Council by a majority vote may remove the Youth Member. A Youth Member who graduates with six months or less remaining in their term may serve the remainder of the term.

E. A vacancy in the office of youth member shall be filled as follows:

1. If a vacancy occurs, the office shall be filled for the unexpired term. The Mayor may nominate either of the Alternate Members designated for this position and who may serve the balance of the term upon confirmation by the Council.

SECTION 2. Chapter 2 of the Peoria City Code (1992) is amended by reserving Sections 2-22 through 2-25.

SECTION 3. 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 4. 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 18th day of June, 2013.

Dated: _____

Bob Barrett, Mayor

ATTEST:

Rhonda Geminsky, City Clerk

Ordinance No. 2013-12
Page 3 of 3

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in Peoria Times
Publication Dates: June 21 and June 28, 2013
Effective Date: _____

 <p style="text-align: center;">CITY COUNCIL POLICY</p>	CP _ _
	Category: General
	Department: Community Services
TITLE: Youth Advisory Board Council Liaison Program	Approved: June 18, 2013

A. Purpose

The purpose of this policy is to provide general guidelines for the Youth Advisory Board (YAB) Council Liaison Program which will provide a quality experience for the youth liaison and develop opportunities for improved civic engagement.

B. Basic Program Eligibility

Applicants for the YAB Council Liaison Program must fulfill the following eligibility requirements:

1. Current member of the YAB with a tenure on the board of at least six (6) months.
2. Currently enrolled in grades 10, 11 or 12.
3. GPA of at least 3.0 or higher.
4. Attendance at regularly scheduled YAB meetings, a minimum of 80% of the time.
5. Committed to attending regular council meetings beginning in late August through May of the upcoming school year.
6. Possess a general knowledge of the Council/Manager form of Municipal Government and a basic understanding of the functions of the Peoria City Council.

Category: General

Title: Youth Advisory Board Council Liaison Program

CP _- _

Page 2 of 3

C. Selection Process

1. The program application period will be identified annually. Applicants must submit a Youth Advisory Board Council Liaison application to be considered.
2. The Youth Advisory Board Council Liaison Selection Committee will review all applications and recommend three (3) candidates to be interviewed by the City Council Subcommittee on Policy and Appointments.
3. The City Council Subcommittee on Policy and Appointments will recommend to the Mayor the Youth Advisory Board Council Liaison and identify two others as alternate #1 and alternate #2.
4. Mayor and City Council will have a standard ten (10) day period in order to comment on the City Council Subcommittee on Policy and Appointments recommendations.
5. Upon approval, appointments for the Youth Advisory Board Council Liaison and two (2) alternates will be made by resolution.

D. Selection Time Frame

1. Applications for the YAB Council Liaison program will be accepted in April.
2. Submitted applications will be reviewed by the YAB Council Liaison Selection Committee in May.
3. Interviews with the City Council Subcommittee on Policy and Appointments will be scheduled for the June subcommittee meeting.
4. The Mayor and City Council will approve the YAB Council Liaison and two (2) alternates in July.
5. The YAB Council Liaison will begin attending City Council meetings in August.

E. Guiding Principles

1. The YAB Council Liaison will attend regular City Council meetings beginning in late August through May of the following year.
2. The YAB Council Liaison will not have voting rights.

Category: General

Title: Youth Advisory Board Council Liaison Program

CP _-_
Page 3 of 3

Page 3 of 3

3. City Council members will be provided opportunities to mentor the YAB Council Liaison as coordinated by the City Manager's Office.
4. School commitment is a priority. If scheduling issues occur, Alternate #1 or Alternate #2 may be requested to attend a council meeting. In all instances, the Community Services Department staff liaison to the YAB will be notified of the conflict by the YAB Council Liaison and will communicate with the City Manager's Office.
5. After three (3) unexcused absences, the YAB Council Liaison will be replaced with Alternate #1.
6. Alternates are expected to attend City Council Meetings or watch via Channel 11 (live streaming or pre-recorded meetings) in order to stay current on City business in preparation for serving as the YAB Council Liaison.
7. The YAB Council Liaison is responsible for requesting school credit for this appointment.

APPROVED:

Bob Barrett, Mayor

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 25R

Date Prepared: May 28, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager
FROM: Katie Gregory, Deputy Director of Finance and Budget
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Fiscal Year 2014 Property Tax Levy

Purpose:

This is a request for the Mayor and City Council to approve the resolution and ordinance adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for FY2014.

Background/Summary:

During the FY2014 budget deliberations, it was recommended the City's overall property tax rate remain at \$1.44 per \$100 of assessed valuation. The primary property tax rate is recommended to remain at \$.1900 per \$100 of assessed valuation and the secondary tax rate at \$1.25 per \$100 of assessed valuation.

Given the proposed rate, the primary property tax levy is expected to generate \$1,998,580 in the next fiscal year. New development within the City limits will generate an additional \$31,466, but decreased valuations on existing properties will reduce the levy by \$187,911.

The City's secondary property tax rate is used to retire outstanding debt on City-issued general obligation bonds. This will generate a secondary tax levy of \$13,219,479.

Overall the FY2014 property tax levy is \$15,218,060, which represents a decrease of 7.1% from the FY2013 levy.

In compliance with Section 42-17104 and 42-17107, Arizona Revised Statutes, the City of Peoria notified property taxpayers through advertisements placed in the Peoria Times on May 24, 2013 and May 31, 2013 of our intention to set the City's primary property tax levy. A public hearing was held on June 4, 2013 for citizen input into the fiscal year 2014 budget which was adopted based upon these proposed levies. Additionally, a public hearing was held on June 4, 2013 for citizen input into the proposed tax levies.

Previous Actions:

A public hearing was held on June 4, 2013, for citizen input into the proposed tax levies.

At the Council Budget Workshop held April 3rd – May 7th, Council reviewed and discussed a budget that did not include any changes in the property tax rate for FY2014.

Options:

A: That the Mayor and Council approve the resolution and ordinance adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for FY2014.

B: That the Mayor and Council not approve the property tax levies and provide staff direction to change the property tax levies.

Staff's Recommendation:

Staff recommends that the Mayor and Council approve the resolution and ordinance adopting the City of Peoria, Arizona Primary and Secondary Property Tax Levies for FY2014.

Fiscal Analysis:

Given the proposed rate, the primary property tax levy is expected to generate \$1,998,580 and the secondary property tax levy is expected to generate \$13,219,479 in the next fiscal year.

Narrative:

This is the final step of the formal budget and tax levy adoption for fiscal year 2014.

Exhibit(s):

Exhibit 1: Resolution for FY2014 Property Tax Levy

Exhibit 2: Ordinance for FY2014 Property Tax Levy

Contact Name and Number: Katie Gregory, (623) 773-7364

RESOLUTION NO. 2013 - 69

A RESOLUTION OF THE MAYOR AND
COUNCIL OF THE CITY OF PEORIA,
ARIZONA, APPROVING ORDINANCE 2013-09.

WHEREAS, in accordance with the provisions of Title 42, Section 17253, A.R.S. the City Council shall by resolution levy the tax for the city, and

WHEREAS, in accordance with said sections of said Code, compute the tax rate per one hundred dollars of valuation to be levied for each separate fund for which taxes are to be levied and collected; and

WHEREAS, in accordance with said sections of said Code, deliver a certified duplicate of its tax levy to the county board of supervisors on or before the day on which the board of supervisors levies the county tax; and

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

That said tax levies shown on the accompanying Ordinance 2013-09, are hereby adopted for Fiscal Year 2014.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 18th day of June 2013.

Bob Barrett, Mayor

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTEST:

Rhonda Geriminsky, City Clerk

ORDINANCE NO. 2013-09

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2014, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona, as follows:

SECTION 1. There is hereby levied a primary property tax of \$1,998,305.43 for the fiscal year ending on the 30th day of June, 2014. The levy is based on a rate for each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria, located in Maricopa County, except such property as may be by law exempt from taxation. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. There is hereby levied a primary property tax of \$275.06 for the fiscal year ending on the 30th day of June, 2014. The levy is based on a rate for each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria, located in Yavapai County, Arizona, except such property as may be by law exempt from taxation. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Yavapai is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 3. In addition to the rate set in Section 1 hereof, there is hereby levied a secondary property tax of \$13,217,665.05, to support the general obligation bond debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Peoria for the fiscal year ending June 30, 2014. The levy is based on a rate for each One Hundred Dollars (\$100.00) of assessed valuation of all

property, both real and personal, within the corporate limits of the City of Peoria, located in Maricopa County, except such property as may be by law exempt from taxation.

SECTION 4. In addition to the rate set in Section 2 hereof, there is hereby levied a secondary property tax of \$1,814.30, to support the general obligation bond debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Peoria for the fiscal year ending June 30, 2014. The levy is based on a rate for each One Hundred Dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Peoria, located in Yavapai County, except such property as may be by law exempt from taxation.

SECTION 5. Failure by the County Officials of Maricopa County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto; the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for delinquent taxed paid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of lien therefore, or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 6. Failure by the County Officials of Yavapai County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto; the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for delinquent taxed paid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of lien therefore, or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 7. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage by the Mayor and City Council.

SECTION 9. In conformance with A.R.S. § 42-17107, the City Council held a public hearing on June 4, 2013 to allow discussion on the City's intent to increase the primary tax levy.

SECTION 10. In order to preserve the peace, health and safety of the City of Peoria, an EMERGENCY is declared to exist and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18th day of June, 2013.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: June 21 and June 28, 2013
Effective Date:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Date Prepared: May 29, 2013

Council Meeting Date: June 18, 2013

TO: Carl Swenson, City Manager
FROM: Katie Gregory, Deputy Director of Finance and Budget
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Fiscal Year 2014 SLID/MID Levies

Purpose:

This is a request for the Mayor and City Council to approve the ordinances adopting the Street Light and Maintenance Improvement District Levies for FY 2014.

Background/Summary:

The Council will consider a motion to adopt an ordinance for two hundred and five (205) Street Light Improvement Districts located in the City. The ordinance approves the levies for each street light district in the City. A second action is requested to consider adoption of the City's eleven (11) Maintenance Improvement Districts.

A schedule of proposed tax revenues for the Maintenance and Street Light Improvement Districts within the City is attached. Staff has used calculations based on the percent of build out completed for the various subdivisions in calculating the proposed tax levies.

Previous Actions:

A schedule of SLIDS and MIDS was published in the Peoria Times on May 24, 2013 and May 31, 2013.

Options:

A: That the Mayor and Council approve the ordinances adopting the Street Light and Maintenance Improvement District Levies for FY 2014.

B: That the Mayor and Council not approve the improvement district tax levies and provide staff direction to change the improvement district tax levies.

Staff's Recommendation:

Staff recommends that the Mayor and Council approve the ordinances adopting the Street Light and Maintenance Improvement District Levies for FY 2014.

Fiscal Analysis:

The Street Light Improvement District levy is expected to generate \$548,978 and the Maintenance Improvement District levy is expected to generate \$142,849 in the next fiscal year.

Exhibit(s):

Exhibit 1: Street Light Improvement Districts Ordinance

Exhibit 2: Schedule of Street Light Improvement Districts

Exhibit 3: Maintenance Improvement Districts Ordinance

Exhibit 4: Schedule of Maintenance Improvement Districts

Contact Name and Number: Katie Gregory, (623) 773-7364

ORDINANCE NO. 2013-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA AND WITHIN THE FOLLOWING STREET LIGHT IMPROVEMENT DISTRICTS EACH DESIGNATED AS CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NOS. 1 - 34 INCLUSIVE, NOS. 36 – 37, INCLUSIVE, NOS. 39 - 51 INCLUSIVE, NOS. 54 - 64 INCLUSIVE, NO. 66, NOS. 70 - 73 INCLUSIVE, NOS. 76 - 80 INCLUSIVE, NOS. 82 - 84 INCLUSIVE, NOS. 93 - 99 INCLUSIVE, NOS. 101 - 102 INCLUSIVE, NO. 104, NOS. 107 - 108 INCLUSIVE, NO. 110, NO. 114, NOS. 116 - 117 INCLUSIVE, NO. 119, NOS. 121 - 123 INCLUSIVE, NOS. 125 - 129 INCLUSIVE, NO. 131, NOS. 135 -157 INCLUSIVE, NOS. 159 – 164 INCLUSIVE, NOS. 166 - 167 INCLUSIVE, NOS. 171 - 172 INCLUSIVE, NOS. 176 - 177 INCLUSIVE, NO. 179, NOS. 183 - 185 INCLUSIVE, NOS. 187 - 191 INCLUSIVE, NO. 195, NOS. 197 - 199 INCLUSIVE, NOS. 201 - 202 INCLUSIVE, NOS. 204 - 216 INCLUSIVE, NO. 218, NO. 221-236 INCLUSIVE, NOS. 238 - 240 INCLUSIVE, NOS. 1000-1002 INCLUSIVE, NOS. 1004-1014 INCLUSIVE, NO. 1016, NO. 1022, NO. 1025, NO. 1031, NOS. 1033 – 1034 INCLUSIVE, NOS. 1038 - 1039 INCLUSIVE, AND NO. 1050 SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR THE PURPOSE OF GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2014, AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. There is hereby levied on each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria Street Light Improvement Districts, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise a sum necessary to pay annual expenses of said District for the fiscal year ending on the 30th day of June, 2014. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. Failure by the County officials of Maricopa County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or to them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto, the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage by the Mayor and Council.

SECTION 5. In order to preserve the peace, health and safety of the City of Peoria, an EMERGENCY is declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18th day of June, 2013.

Bob Barrett, Mayor

Date Signed

Ordinance No. 2013-10
Page 3 of 3

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: June 21 & June 28, 2013
Effective Date:

**CITY OF PEORIA
2013/2014 BUDGET**

City #	Subdivision Name	Assessment
SLID 1	Westfield Gardens	1,256
SLID 2	Autumn Point	1,471
SLID 3	Vistas Avenida II	1,021
SLID 4	Cypress Point Estates II @ WBV	1,648
SLID 5	Shavano	1,635
SLID 6	Bell Park Central	2,433
SLID 7	Bell Park & Parcels 2B-8	6,872
SLID 8	Foxwood Unit Four	1,635
SLID 9	Vista Crossing	1,128
SLID 10	Vista Pinnacle	2,524
SLID 11	North Shores @ Ventana Lakes	785
SLID 12	Vistas @ Desert Harbor Phase I	1,414
SLID 13	Village Terrace	1,861
SLID 14	The Coves/Ventana Lakes	3,508
SLID 15	Windwood	900
SLID 16	Lakeside Unit 2 @ Ventana Lakes	2,254
SLID 17	Arrowhead Shores I	2,826
SLID 18	Arrowhead Shores II	2,590
SLID 19	Westfield Gardens 2	734
SLID 20	Cactus Point Crossing	1,772
SLID 21	Country Meadows Estates	1,806
SLID 22	The Gardens @ V.L. includes North Park	3,845
SLID 23	Brookside Village I & II	1,648
SLID 24	Country Meadows Unit 11	236
SLID 25	Vista Point, Village Terrace II & III @ WBV	2,712
SLID 26	Calbrisa	1,938
SLID 27	Torrey Pines I & II	2,904
SLID 28	The Landings @ V.L. includes South Bay	2,904
SLID 29	Sweetwater Place	2,289
SLID 30	Vistas @ Desert Harbor Unit II	1,570
SLID 31	Westfield Gardens III	1,380
SLID 32	83rd Ave & Thunderbird	4,005
SLID 33	Crystal Cove	2,119
SLID 34	Villas @ Desert Harbor	629
SLID 36	Arrowhead Cove	1,806
SLID 37	Vistas Fairways @ WBV	2,497
SLID 39	Bridlewood	5,729
SLID 40	The Shores @ V.L.	707
SLID 41	Fairway Views @ WBV	1,728
SLID 42	Sweetwater Place II	737
SLID 43	Steeple Hill	2,360
SLID 44	Paradise Shores	1,335
SLID 45	Calle Lejos Estates	1,100
SLID 46	Eagle Ridge @ WBV	2,355
SLID 47	Olive Park	1,063
SLID 48	Paseo Verde Estates	2,772
SLID 49	The Boardwalk	2,512
SLID 50	Parkridge I & II	11,457
SLID 51	Scotland Hills @ WBV	1,414
SLID 54	Wildflower Point I	1,884
SLID 55	Crystal Bay @ Desert Harbor	394
SLID 56	Diamond Cove @ Desert Harbor	2,073
SLID 57	Alta Vista Estates	8,451

**CITY OF PEORIA
2013/2014 BUDGET**

City #	Subdivision Name	Assessment
SLID 58	Sweetwater Ridge	5,678
SLID 59	Hunter Ridge	2,199
SLID 60	Arrowhead Horizons	1,648
SLID 61	Cactus Place	629
SLID 62	Legacy Place	1,718
SLID 63	Granite Run	2,982
SLID 64	Willow Ridge @ WBV	3,453
SLID 66	New River Shores	3,062
SLID 70	Sweetwater Ridge Unit 3	397
SLID 71	Teresita	1,954
SLID 72	Country Club Estates @ WBV	943
SLID 73	Fletcher Heights Phase 1A	15,605
SLID 76	Silverton	5,729
SLID 77	Deer Village Unit 3	1,256
SLID 78	Deer Village Unit 1	1,884
SLID 79	Deer Village Unit 2	2,041
SLID 80	Deer Village Unit 4	1,492
SLID 82	Pivotal Peoria Center Tracts C & D	1,799
SLID 83	Fairmont Unit 1	4,552
SLID 84	Fairmont Unit 2	2,826
SLID 93	Terramar Parcel 1	4,667
SLID 94	Terramar Parcel 2A	528
SLID 95	Terramar Parcel 3	2,618
SLID 96	Terramar Parcel 4A	1,625
SLID 97	Terramar Parcel 5	1,492
SLID 98	Terramar Parcel 6	3,410
SLID 99	Terramar Parcel 7B	1,886
SLID 101	Terramar Parcel 9A	1,100
SLID 102	Terramar Parcel 10A	629
SLID 104	Dove Valley Ranch Parcel 2A3	2,531
SLID 107	Fletcher Heights Phase 1B	8,437
SLID 108	Fletcher Heights Phase 1C	3,902
SLID 110	South Bay @ Ventana Lakes	1,794
SLID 114	Fletcher Heights Phase 2A	10,355
SLID 116	Tierra Norte V	2,877
SLID 117	Summersett Village	9,058
SLID 119	Dove Valley Ranch Parcel 3A	1,899
SLID 121	Dove Valley Ranch Parcels 3D & 3E	4,956
SLID 122	Clearview Estates	3,796
SLID 123	Terramar Parcel 2B	3,275
SLID 125	Terramar Parcel 12	3,458
SLID 126	Terramar Parcel 13	2,306
SLID 127	Terramar Parcel 14	1,492
SLID 128	Peoria Mountain Vistas	3,691
SLID 129	Fletcher Heights Phase 2B	9,595
SLID 131	Bay Pointe @ V.L.	4,870
SLID 135	Sun Cliff IV	4,007
SLID 136	Ironwood Phase 1A	2,004
SLID 137	Ironwood Phase 1B	1,371
SLID 138	Ironwood Phase 2A	1,055
SLID 139	Ironwood Phase 2B	844
SLID 140	Ironwood Phase 3A	528
SLID 141	Ironwood Phase 3B	528

**CITY OF PEORIA
2013/2014 BUDGET**

City #	Subdivision Name	Assessment
SLID 142	Ironwood Phase 4A	528
SLID 143	Ironwood Phase 4B	634
SLID 144	Crosswinds	2,033
SLID 145	Sun Cliff III	739
SLID 146	Ryland @ Silvercreek	3,375
SLID 147	Harbor Shores @ Desert Harbor	707
SLID 148	Sun Aire Estates, UNIT 6	1,227
SLID 149	Silverton 2	5,273
SLID 150	Dove Valley Ranch Parcel 6	5,800
SLID 151	Dove Valley Ranch Parcel 3B	3,586
SLID 152	Dove Valley Ranch Parcel 3C	3,270
SLID 153	Dove Valley Ranch Parcel 3F	1,478
SLID 154	Dove Valley Ranch Parcel 2B & 2C	1,266
SLID 155	Dove Valley Ranch Parcel 2D	3,664
SLID 156	Dove Valley Ranch Parcel 2E	2,215
SLID 157	Dove Valley Ranch Parcel 2F	1,794
SLID 159	Terramar Parcel 7A	1,570
SLID 160	Terramar Parcel 11	1,470
SLID 161	Skyview Place	2,459
SLID 162	Arrowhead Shadows	2,300
SLID 163	Greystone Heritage @ V.L.	1,256
SLID 164	Erin Groves	3,173
SLID 166	Bay Pointe Unit Two @ V.L.	2,538
SLID 167	Springer Ranch 2	1,309
SLID 171	Greystone II Heritage @ V.L.	2,286
SLID 172	Erin Groves 2	1,390
SLID 176	Twin Palms	1,666
SLID 177	Desert Star Subdivision	7,192
SLID 179	Westwing Mountain Parcel 1A	1,688
SLID 183	Westwing Mountain Parcel 4	317
SLID 184	Westwing Mountain Parcel 5	1,071
SLID 185	Westwing Mountain Parcel 6	423
SLID 187	Westwing Mountain Parcel 8	1,266
SLID 188	Westwing Mountain Parcel 9	1,478
SLID 189	Westwing Mountain Parcel 10	1,160
SLID 190	Westwing Mountain Parcel 11	1,478
SLID 191	Westwing Mountain Parcel 12	1,371
SLID 195	South Bay Unit 2 @ Ventana Lakes	2,110
SLID 197	Sun Cliff V	3,090
SLID 198	Fletcher Heights 3A	10,986
SLID 199	Fletcher Heights 3B	3,251
SLID 201	Central Park Subdivision	3,270
SLID 202	Starlight Canyon	844
SLID 204	North Ranch	3,173
SLID 205	Tuscany Shores - Desert Harbor Parcel 12	1,256
SLID 206	West Valley Ranch	1,227
SLID 207	Sunset Ranch	3,190
SLID 208	Sonoran Mountain Ranch Parcel 1	2,433
SLID 209	Sonoran Mountain Ranch Parcel 2	2,512
SLID 210	Vistancia Village A Par A37	865
SLID 211	Vistancia Village A Par A36	1,178
SLID 212	Vistancia Village A Par A33	1,100
SLID 213	Vistancia Village Par A 32	943

**CITY OF PEORIA
2013/2014 BUDGET**

City #	Subdivision Name	Assessment
SLID 214	Vistancia Village A Par A14	785
SLID 215	Vistancia Village A Par A13	629
SLID 216	Vistancia Village Par A12	1,021
SLID 218	Vistancia Village A Par A10B	943
SLID 221	Cibola Vista 1B	1,193
SLID 222	Cibola Vista 2	2,277
SLID 223	Cibola Vista 3	6,011
SLID 224	Cibola Vista 4	1,806
SLID 225	Cibola Vista 5	3,140
SLID 226	Sonoran Mountain Ranch Parcel 4.1	2,199
SLID 227	Sonoran Mountain Ranch Parcel 4.2	1,648
SLID 228	Sonoran Mountain Ranch Parcel 5	1,570
SLID 229	Sonoran Mountain Ranch Parcel 6	2,512
SLID 230	Sonoran Mountain Ranch Parcel 7	2,669
SLID 231	Sonoran Mountain Ranch Parcel 9A Ph 1	1,648
SLID 232	Sonoran Mountain Ranch Parcel 9A Ph 2	1,100
SLID 233	Westwing Ph 2 Par 18	1,888
SLID 234	Westwing Ph 2 Par 19	844
SLID 235	Westwing Ph 2 Par 29	2,742
SLID 236	Westwing Ph 2 Par 15	2,004
SLID 238	Casa Del Rey	8,554
SLID 239	Westwing Ph 2 Par 21	945
SLID 240	Westwing Ph 2 Par 22	1,259
SLID 1000	Sonoran Mountain Ranch Parcel 10	3,689
SLID 1001	Vistancia Village A Parcel A9	1,100
SLID 1002	Fletcher Farms	1,963
SLID 1004	Vistancia Village A Parcel G10	629
SLID 1005	Vistancia Phase 2 Parcel A-8	707
SLID 1006	Vistancia Phase 2 Parcel A-15	1,021
SLID 1007	Vistancia North Parcel G-11	472
SLID 1008	Riverstone Estates	1,648
SLID 1009	Vistancia Village A Parcel G3	8,632
SLID 1010	Vistancia Parcel A-7	472
SLID 1011	Varney Village	236
SLID 1012	Vistancia North Parcel G-4	629
SLID 1013	Vistancia A28	1,728
SLID 1014	Vistancia A29	2,459
SLID 1016	Sonoran Mountain Ranch Parcel 14	1,806
SLID 1022	Tierra del Rio Parcel 6	12,227
SLID 1025	Rio Estates	3,660
SLID 1031	Tierra del Rio Parcel 9	4,538
SLID 1033	Camino a Lago South, Unit 8	9,741
SLID 1034	Camino a Lago South, Unit 7	7,194
SLID 1038	Camino a Lago South, Unit 5	10,565
SLID 1039	Camino a Lago South, Unit 6	12,688
SLID 1050	Sunset Ranch IIA	2,852
TOTAL		548,978

ORDINANCE NO. 2013-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PEORIA AND WITHIN THE FOLLOWING MAINTENANCE IMPROVEMENT DISTRICTS EACH DESIGNATED AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NOS. 1 - 7 INCLUSIVE, NO. 10, NO. 69 NO. 1025, AND NO. 1044 SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR THE PURPOSE OF GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2014, AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. There is hereby levied on each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Peoria Maintenance Improvement Districts, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise a sum necessary to pay annual expenses of said District for the fiscal year ending on the 30th day of June, 2014. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. Failure by the County officials of Maricopa County, Arizona to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to perform or to timely perform any of the duties assigned to him or to them shall not invalidate any proceeding or any deed deficiency or sale pursuant thereto, the validity of the assessment or levy of taxes, or of the judgment of sale by which the collection of the same may be enforced, shall not affect the lien of the City of Peoria upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes, or the foreclosure of the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage by the Mayor and Council.

SECTION 5. In order to preserve the peace, health and safety of the City of Peoria, an EMERGENCY is declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18th day of June, 2013.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: June 21 & June 28, 2013
Effective Date:

**CITY OF PEORIA
2013/2014 BUDGET**

City #	Subdivision Name	Assessment
MID 1	Cactus Point Crossing	10,699
MID 2	Westfield Gardens II	10,759
MID 3	Bell Park (Parcel 5)	9,952
MID 4	Country Meadows	10,516
MID 5	Crystal Cove	20,059
MID 6	Westfield Gardens III	12,254
MID 7	Sweetwater Place	14,451
MID 10	Tierra Norte III	20,799
MID 69	Stonebridge	15,045
MID 1025	Bedford Village 1 - 82 nd Ave and Shangri La	9,282
MID 1044	Bedford Village 2 - 83 rd Ave and Shangri La	9,033
TOTAL		142,849



City Council Calendar

Color Key:
City Council

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



City Council Calendar

Color Key:
City Council

< June	July 2013					August >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Regular City Council Meeting Special Meeting & Study Session	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22 City Council Subcommittee on Community Culture & Public Safety	23	24	25	26	27
28	29	30	31			

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

Agenda Item: RCM 28A

Date Prepared: May 30, 2013

Council Meeting Date: June 18, 2013

TO: Mayor and City Council
FROM: Brent D. Mattingly, CFO
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Bond Rating Review from Fitch Ratings

Summary:

Recently, Fitch Ratings reviewed several of their bond ratings for the City of Peoria, resulting in affirmations of AA+ for Peoria’s General Obligation Bonds, AA for its Improvement District Bonds, and A- for the Vistancia Community Facility District (CFD) Bonds with a “Stable” outlook for all three. The review was part of their normal surveillance practice, whereby a rating agency periodically gathers data to ensure their ratings are up to date. The review is typically conducted every two years or so, unless the rating was updated in conjunction with issuance of new debt.

In preparing for the Fitch review/update, City staff provided the rating agency with updated financial information. In addition, we held a conference call with the rating agency to discuss the city’s finances, the budget process, and the state of the economy in Peoria.

The City’s current bond ratings are as follows.

	Fitch	Moody’s	S&P
General Obligation Bonds	AA+	Aa1	AA+
Utility Revenue Bonds	AA	Aa3	AA
Excise Tax Bonds	AA	Aa2	AA+
Transportation Sales Tax Bonds	AA	Aa2	AA
Improvement District Bonds	AA	Aa3	A+
Vistancia CFD Bonds	A-	A1	n/a

As noted in the table above, the city’s bond ratings are very strong. Over the past several years, the General Obligation bond rating has increased from the lowest tier of the “A” category to the top of the very strong “AA” category.

As part of their rating process, the city received a rating report from Fitch Ratings. The full rating reports for the City debt and Vistancia CFD debt are attached to this memo. A summary of the strengths and weaknesses related to the city includes:

Strengths:

- Strong financial management practices and policies
- Strong general fund balances
- Prudent cost cutting during the economic downturn
- Retail sales beginning to recover
- Increasing residential permit activity
- Population has above average income and wealth
- Unemployment rates are lower than state and national averages
- Moderate overall debt outstanding with rapid repayment scheduled

Weaknesses:

- Primary revenue sources remain susceptible to ongoing economic cyclicality
- Large decline in assessed values in the last few years

If you have any questions, or would like further information, please let me know.

Exhibit(s):

Exhibit 1: Fitch Ratings Report – Affirmation of City Bond Ratings

Exhibit 2: Fitch Ratings Report – Affirmation of Vistancia CFD Bond Ratings

Contact Name and Number: Brent D. Mattingly, 623-773-7134

FITCH AFFIRMS PEORIA, AZ'S GOS AT 'AA+' AND IMPROVEMENT DISTRICT BONDS AT 'AA'; OUTLOOK STABLE

Fitch Ratings--Austin-09 May 2013: Fitch Ratings has affirmed the ratings on the following Peoria AZ and Peoria, AZ improvement district's bonds.

--\$162.4 million in outstanding Peoria GO bonds at 'AA+';

--\$3.5 million in District No. 0601 (Park West), Peoria improvement bonds, series 2007 at 'AA'.

The Rating Outlook is Stable.

SECURITY

The GO bonds are payable from an unlimited ad valorem tax levied against all taxable property in the city. The improvement bonds issued by the district (approximately 74 acres in the western portion of the city) are secured by assessments levied against benefiting properties within the boundaries of the district. In addition, under state law, the city is required to make up any assessment delinquencies prior to scheduled debt service payments from the city's general fund; all property owners in the district are current with assessment payments, according to the city.

KEY RATING DRIVERS

SOUND FINANCIAL PROFILE: The city's strong financial practices represent a credit strength; although robust general fund balances are reduced from prerecession highs due to modest use of reserves for capital and one-time expenditures.

STRENGTHENING ECONOMY/ONGOING VULNERABILITY: Improving local sales tax receipt and residential permit activity trends signal a return to growth of the local economy. However, the city's primary revenue sources, sales tax and state shared revenues remain susceptible to ongoing economic cyclicalities.

MODERATE DEBT: The city's overall debt is moderate, with no firm debt plans in the immediate future; payout is rapid. The 10-year capital plan represents less than half of its earlier levels, as management has pared back spending in light of reduced needs and recent tax base declines.

IMPROVEMENT BOND RATING BASED ON CITY'S CONTINGENT LIABILITY:

The bonds are an affordable contingent liability of the city's general fund in the unlikely event of default by property owners. The city has pledged revenues for repayment of these special assessment bonds at a level which Fitch considers healthy, especially based on the recent maturity of parity improvement district bonds.

ABOVE-AVERAGE ECONOMIC METRICS: The city's populace is characterized by above average income and wealth and below average unemployment rates. Peoria benefits as part of the Phoenix metropolitan area with an extensive regional transportation network and broad employment base.

RATING SENSITIVITIES

STRONG FINANCIAL MANAGEMENT: The rating is sensitive to shifts in fundamental credit characteristics including the city's strong financial management practices.

CREDIT PROFILE

Peoria is situated northwest of Phoenix with a population of about 156,800, representing a 45% gain since the year 2000. The city-owned Peoria Sports Complex hosts the Seattle Mariners and San Diego Padres major league baseball spring training and minor league activities. These facilities anchor the city's growing entertainment district.

Improvement district No. 0601 is located one mile northwest of the University of Phoenix stadium covering about 74.2 assessable acres, including a 56-acre mixed use project, with 360,000 square feet (SF) of retail space, 250 multi-family residential units, 70,000 SF of office space and a 2.5 acre site for a possible hotel. To date 150,000 SF of the retail area has been constructed and includes several retailers and restaurants. In addition, the apartment complex is complete and tenant occupied.

FINANCIAL FLEXIBILITY

Peoria entered the recession with sizable reserves exceeding 70% of annual spending levels. Officials prudently responded to deteriorating economic conditions with numerous spending adjustments beginning in fiscal 2009, including eliminated positions, salary and vacant position freezes, a retirement incentive program, and operational consolidations. Management's quick response to revenue weakness enabled the city to avoid significant service curtailments, while maintaining a strong financial position.

Peoria completed fiscal 2012 favorable to budget. In keeping with its paygo strategy, the city funded \$2.3 million of capital with general fund monies, resulting in a net deficit of \$769,000 (.8% of spending). Fiscal 2012 unrestricted general funds of \$50.2 million represent a still healthy 52.1% of spending and transfers out. The city reports that an estimated \$3 million favorable-to-budget surplus in fiscal 2013 will be programmed into the fiscal 2014 balanced budget to fund prioritized capital and one-time expenditures.

ECONOMICALLY SENSITIVE REVENUES TREND UPWARD

Local sales tax and state shared revenues account for nearly three-quarters of the city's operating revenues, with property taxes contributing less than five percent. Following a three-year decline of \$8.2 million (21%) from a recent fiscal 2007 peak, sales tax receipts regained \$2.5 million (8.4%) through fiscal 2012. Management reports strong retail sales in fiscal 2013, particularly of automobiles which represent 34% of the city's sales tax activities. The city expects a \$750,000 (2.2%) gain in fiscal 2013 receipts based on strong construction activity and an additional 3% growth in fiscal 2014, consistent with consumer spending and population trends.

General fund state shared revenues of \$30.5 million reversed an \$8.2 million (21.6%) decline from a recent fiscal 2008 peak with a fiscal 2012 gain of \$650,000 (2.2%). Management expects a \$600,000 (2%) increase in fiscal 2013, followed by annual gains in the range of 4% to 5%, which Fitch considers reasonable based on the improving economic climate and the two-year lag in state income tax distributions to the city.

MODERATE OVERALL DEBT

The city's overall debt is moderate at \$3,155 per capita or 4.2% of market value, with no immediate debt issuance plans. The fiscal 2012 10-year capital improvement plan totals \$463 million, considerably less than the \$1 billion plan in place several years ago as many growth-related projects were postponed or canceled. Debt amortization is rapid, with roughly 72.8% of principal scheduled for retirement within 10 years.

MANAGEABLE IMPROVEMENT DISTRICT DEBT

Peoria improvement district no. 0601 has \$3.5 million of its original \$4.95 million in debt outstanding. The revenues pledged by the city for special assessment debt service are comprised of

fixed assessments levied against benefiting properties within the boundaries of the district.

Four of the city's five district's bonds are matured as of Jan. 2013; the remaining debt for No. 0601 extends to 2022. Assessed revenues are healthy in relation to the improvement district No. 0601 bond debt service based on a flat debt service schedule and the lack of debt issuance plans. Fitch believes that city's contingent obligation with regard to the district's bonds represents a manageable liability in relation to its substantial resources. The city reports delinquent assessments at June 30, 2012 of a de minimus \$338.

RISING PENSION CONTRIBUTIONS MAY PRESSURE MODERATE CARRYING COSTS

The city participates in several state-sponsored pension programs, the two largest being the Arizona State Retirement System (ASRS) for nonpublic safety personnel and the Arizona Public Safety Personnel Retirement System (PSPRS) for public safety employees, both cost-sharing multiple employer defined benefit plans. Both plans are characterized by below average funding levels using Fitch's more conservative 7% investment rate assumption, ASRS's funding level is estimated at 68% and the combined PSPRS program funding level is estimated at 64% as of June 30, 2011. The city's fiscal 2014 and multi-year forecasts budgets realistically assume rising pension contribution rates over the next couple years. Although the city's carrying costs, including debt service, pension and other post-employment benefit contributions is high at 25% of governmental spending. Furthermore, the upward trajectory of pension contributions is likely to pressure future budgets, though declining debt service could mitigate this somewhat.

RECOVERING LOCAL ECONOMY

The region's residential construction virtually collapsed in 2008 and ensuing years, as evidenced by fiscal year 2013 secondary assessed value (SAV) at only 57% of its fiscal 2009 peak. While the city projects a 7% decline in fiscal 2014 SAV, strong trends in single family residential and commercial permits are calculated to reverse the downward trend by fiscal 2015, based on current activity which will be reflected in the two year assessment process.

Local unemployment rates remain well below regional, state and national averages. The city's February 2013 rate of 6.3% continues to trend well below state and U.S. averages. The city's median household income continues to exceed state and national levels by more than 20%.

Contact:

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Additional information is available at 'www.fitchratings.com'.

In addition to the sources of information identified in Fitch's Tax-Supported Rating Criteria, this action was additionally informed by information from Creditscope, University Financial Associates, S&P/Case-Shiller Home Price Index, IHS Global Insight, National Association of Realtors.

Applicable Criteria and Related Research:

--'Tax-Supported Rating Criteria' (Aug. 14, 2012);

--'U.S. Local Government Tax-Supported Rating Criteria' (Aug. 14, 2012).

Applicable Criteria and Related Research

Tax-Supported Rating Criteria

http://www.fitchratings.com/creditdesk/reports/report_frame.cfm?rpt_id=686015

U.S. Local Government Tax-Supported Rating Criteria

http://www.fitchratings.com/creditdesk/reports/report_frame.cfm?rpt_id=685314

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FITCH AFFIRMS VISTANCIA COMMUNITY FACILITIES DISTRICT'S (PEORIA, AZ) GOS AT 'A-'; STABLE OUTLOOK

Fitch Ratings-Austin-09 May 2013: Fitch Ratings affirms the following Vistancia Community Facilities District's (the district) of Peoria, Arizona ratings:

--\$53.7 million of outstanding general obligation (GO) bonds, series 2002, 2005, and 2006 at 'A-'.

The Rating Outlook is Stable.

SECURITY

The bonds are direct obligations of the district and are payable from an unlimited ad valorem tax levied against all taxable property located within the district. Debt service on the bonds is also payable from developer contributions to make up tax shortfalls, pursuant to standby contribution agreements executed for each series between the district and the developer of the project, as well as certain debt service reserve funds (DSRFs) and letters of credit (LOCs).

KEY RATING DRIVERS

ULT ON LIMITED BASE: The 'A-' rating reflects the district's still limited tax base, with more than half of debt service provided by developer contributions. Peoria's mayor and council serve as chairman and board of the district, respectively, lending stability to the governance structure.

STABILIZING TAX BASE: New home building and a recovering local economy are reflected in modest fiscal 2013 tax base appreciation. A resurgence of area development activity bodes well for future tax base appreciation.

CONSISTENCY OF DEVELOPER CONTRIBUTIONS: The developer remains current with subsidy payments to maintain the historical target property tax rate and the developer continues to meet certain financial tests required by the city.

ADDITIONAL CREDIT SUPPORT: LOC and DSRFs are in place to help offset any potential future debt service payment shortfalls.

LACK OF NEW DEBT PLANS: Additional borrowings are not planned for the district at this time.

RATING SENSITIVITIES

STRONG FINANCIAL MANAGEMENT: The rating is sensitive to shifts in fundamental credit characteristics including the improving local economy manifested in a recovery housing market and timely developer contributions.

CREDIT PROFILE

The district is located in Peoria, which is in the northwest portion of the Phoenix metropolitan area. The district was formed in 2002 and contains more than 6,900 acres.

SLOWLY RECOVERING TAX BASE/CHALLENGES REMAIN

Full cash value (FCV) in the district increased 2% to \$1 billion in fiscal 2013, although still down roughly 29% from the fiscal 2009 peak. Fiscal 2013 secondary assessed value (SAV), which is used for the levy of debt service taxes, is \$104.4 million. Fitch anticipates the recent tax base

uptick to gain momentum over the next several years based on the area's strengthening home sales market. There are very few vacant homes and less than 300 developed lots currently remain available, down from 750 two years prior. However, management reports that recent average sales prices remain 35% to 40% below the prior market peak.

RESUMPTION OF DISTRICT DEVELOPMENT

Land within the district is being developed as a master-planned, mixed-use development. Phases 1 and 2 of infrastructure development are complete with the Trilogy and Vistancia Villages. Approximately 4,300 single-family homes are occupied, with an additional 147 under construction. Village home prices currently range from approximately \$210,000 to \$460,000.

No new infrastructure development has been undertaken on Phase 3 over the last several years, although work has been completed to connect Phase 4 to the Loop 303 for direct access. One of two commercial centers is 84% occupied and the other 80% occupied.

HIGH DEBT LEVEL

Debt authorization of \$100 million was approved for the district in 2002. The district's outstanding debt is high at \$53.7 million as of June 30, 2012, representing 5.3% of FCV, although with rapid amortization of 72% in 10 years, this level should decline substantially over the medium term. There are no immediate plans for new debt issuance. Annual debt service is level at about \$5.5 million through final maturity in July 2026.

CONSISTENT DEVELOPER CONTRIBUTIONS/ADDITIONAL CREDIT SUPPORT

Although the bonds are secured by an unlimited ad valorem tax pledge, the board has elected to maintain the property tax rate at \$2.10 per \$100 of taxable value which is below the rate needed to pay the full debt service. Pursuant to a standby contribution agreement with the district, the developer makes quarterly contributions each year to make up the difference between the annual debt requirement and property tax revenues received. Developer contributions of \$3.5 million contributed about 60% of the district's fiscal 2012 debt service.

Given the collapse of the housing market in the Phoenix area over the recent past, the willingness and ability of the developer to continue making debt service contribution payments has been a credit concern. Without any developer contributions, the tax rate would rise from the promised \$2.10 to approximately \$5.30 based on recent TAV levels. Fitch notes that based on the city of Peoria's records, the developer has made consistent and timely payment of required contributions since inception. Continued developer support is expected as the developer will benefit as Phase 3 is completed.

ADDITIONAL CREDIT SUPPORT

In addition to developer support, additional sources for debt service include DSRFs that were funded in connection with the series 2002 and series 2005 bonds, and depository agreements between the developer, the district and the depository bank pursuant to which the developer established a LOC with the bank at closing in an amount equal to 10% of the par amount of each series of bonds. The bank is authorized to draw upon the LOC if developer payments under the standby contribution agreements are insufficient or in other specific circumstances. The city reports no draws on the LOCs or DSRFs to date. Combined debt service reserves and LOCs totaled \$11.2 million at fiscal 2012 year-end, equal to about two years of debt service. The city has no liability for the district's debt.

In late 2009, ownership of the development changed from Shea Sunbelt Pleasant Point, LLC. The developer is now Vistancia Land Holdings, LLC, a subsidiary of Stratford Land, out of Dallas, Texas. However, the city continues to require J.F. Shea Co., the parent company of the previous developer, to meet its financial obligations under the various development and standby contribution agreements.

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Additional information is available at 'www.fitchratings.com'

In addition to the sources of information identified in the Tax-Supported Rating Criteria, this action was additionally informed by information from Creditscope, University Financial Associates, S&P/Case-Shiller Home Price Index, IHS Global Insight, Zillow.com, National Association of Realtors

Applicable Criteria and Related Research:

- 'Tax-Supported Rating Criteria'(Aug. 16, 2010);
- 'U.S. Local Government Tax-Supported Rating Criteria'(Oct. 08, 2010).

For information on Build America Bonds, visit www.fitchratings.com/BABs.

Applicable Criteria and Related Research

Tax-Supported Rating Criteria

http://www.fitchratings.com/creditdesk/reports/report_frame.cfm?rpt_id=686015

U.S. Local Government Tax-Supported Rating Criteria

http://www.fitchratings.com/creditdesk/reports/report_frame.cfm?rpt_id=685314

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MINUTES OF THE VISTANCIA COMMUNITY FACILITIES DISTRICT BOARD
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
May 21, 2013

A **Special Meeting** of the Vistancia Community Facilities District Board was convened at 8401 West Monroe Street in open and public session at 7:43 p.m.

Members Present: Board Chairperson Bob Barrett; Vice Chairperson Tony Rivero; Board Members Ron Aames, Cathy Carlat, Jon Edwards, Carlo Leone and Bill Patena.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, District Manager; Susan Daluddung, Deputy District Manager; Jeff Tyne, Deputy District Manager; Steve Kemp, District Counsel; Rhonda Geriminsky, District Clerk; Andy Granger, Engineering Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Chief Financial Officer; Roy Minter, Police Chief; John Sefton, Community Services Director; and Linda Blas, Deputy District Clerk.

Audience: Approximately two members of the public were present.

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

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the District Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member 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.

Chairperson Barrett asked if any Board Member wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Vice Chairperson Rivero, seconded by Board Member Aames, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

CONSENT – New Business:

Clerk's Note: The agenda item numbers shown below reflect the items as they were numbered on the agenda.

22C. **Disposition of Absence**

Excused the absence of Board Chairperson Bob Barrett from the Vistancia Community Facilities District Board meeting held on February 19, 2013.

23C. **Minutes**

Approved the February 19, 2013 Vistancia Community Facilities District meeting minutes.

24C. **Investment Report, Quarter Ending March 31, 2013**

Approved the Investment Report for the quarter ending March 31, 2013.

REGULAR AGENDA

New Business:

25R. **Proposed Budget and Tax Levy Estimates for Fiscal Year 2014 and Establish Public Hearing Date**

RESOLUTION NO. VCFD 2013-01

A RESOLUTION OF THE DISTRICT BOARD OF VISTANCIA COMMUNITY FACILITIES DISTRICT APPROVING A PROPOSED BUDGET AND SETTING A PUBLIC HEARING DATE ON SAID PROPOSED BUDGET FOR FISCAL YEAR 2014 PURSUANT TO A.R.S. §48-716; FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE APPROVED AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE PURPOSES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT, ALL OF WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICT AND PROVIDING FOR NOTICE OF FILING THE STATEMENTS AND ESTIMATES AND NOTICE OF A PUBLIC HEARING ON THE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2014 PURSUANT TO A.R.S. §48-723; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

Brent Mattingly, Chief Financial Officer, outlined the proposed budget and tax levy estimates for Fiscal Year 2014.

Motion was made by Board Member Carlat, seconded by Board Member Aames, to adopt **RES. VCFD 2013-01** approving Proposed Budget and Tax Levy Estimates for Fiscal Year 2014 and establishing a public hearing date on proposed budget and tax levy information.

Upon vote, the motion passed unanimously 7 to 0.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

ADJOURNMENT:

Being no further business to come before the District Board, the meeting was duly adjourned at 7:46 p.m.

Bob Barrett, Board Chairperson

ATTEST:

Rhonda Geriminsky, District Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the Vistancia Community Facilities District held on the 21st day of May, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 18th day of June, 2013.

(Seal)

Rhonda Geriminsky, District Clerk

**CITY OF PEORIA, ARIZONA
VISTANCIA COMMUNITY FACILITIES DISTRICT
DISTRICT COMMUNICATION**

Agenda Item: 31R

Date Prepared: May 28, 2013

District Meeting Date: June 18, 2013

TO: Carl Swenson, District Manager

FROM: Brent D. Mattingly, Chief Financial Officer *BDM*

THROUGH: Jeff Tyne, Deputy District Manager

SUBJECT: Public Hearing for Consideration of District Budget and Tax Levy for Fiscal Year 2014

Purpose:

This is a request for the District Board to hold a public hearing for consideration and review of the Vistancia Community Facilities District Budget and Tax Levy for Fiscal Year 2014.

Background/Summary:

On May 21, 2013, the District Board adopted a preliminary form of the Vistancia Community Facilities District Budget and tax levy information for Fiscal Year 2014 and established a hearing date of June 18, 2013 to review said proposed budget and tax levy estimates

A final form of the District Budget, which is included as Exhibit 1, provides for an operating and capital budget in the amount of \$28,550,953 for the District for Fiscal Year 2014. It identifies the revenues and expenses of the District, and outlines the sources and uses of funds for the upcoming year. Exhibit 2 provides a statement of estimated taxes to be collected and estimates the secondary assessed valuation to be \$102,857,570 for FY 2014.

The tax rate proposed for the upcoming fiscal year will remain unchanged at the rate of \$2.10 per \$100 of secondary assessed value for debt service. The total tax levy revenue for the upcoming year is estimated to be \$2,160,009. The balance of revenues for the District will come from the Developer as per the existing 2002, 2005, and 2006 Standby Contribution Agreements, as well as the Development Agreement.

As required by State Statute (ARS 48-716), a notice of public hearing on the District Budget for Fiscal Year 2014 was published in the Peoria Times on May 17, 2013 at least ten days prior to the hearing date. Following the public hearing on June 18, 2013, the District Board may adopt the final budget by resolution.

Previous Actions:

On May 21, 2013, the District Board adopted a preliminary form of the Vistancia Community Facilities District Budget and tax levy information for Fiscal Year 2014 and established a hearing date of June 18, 2013 to review said proposed budget and tax levy estimates.

Options:

The District Board may select the following options:

- A:** Hold a public hearing to discuss the final budget and tax levy estimates for Fiscal Year 2014 for the Vistancia Community Facilities District.
- B:** Do not hold a public hearing to discuss the final budget and tax levy estimates for Fiscal Year 2014 for the Vistancia Community Facilities District and request additional information from staff.

Staff's Recommendation:

Staff recommends that the District Board hold a public hearing for consideration and review of the Vistancia Community Facilities District Budget and Tax Levy for Fiscal Year 2014.

Fiscal Analysis:

There is no direct financial impact related to this item.

Narrative:

The final District Budget for Fiscal Year 2014 provides for an operating and capital budget of \$28,550,953 for the District for the upcoming fiscal year. The final budget identifies the revenues and expenses of the District, and outlines the sources and uses of funds for the upcoming year. The proposed tax rate to be set for the district is \$2.10 per \$100 of secondary assessed value for debt service. The total levy revenue for Fiscal Year 2014 is estimated at \$2,160,009. Following the public hearing, the District Board may take action to adopt the final budget for FY 2014 for the District.

Exhibit(s):

Exhibit 1: Final FY 2014 Budget

Exhibit 2: FY 2014 Tax Levy Statements and Estimates

Contact:

Deborah Card, Treasury Manager, X7148

"EXHIBIT 1"

VISTANCIA COMMUNITY FACILITIES DISTRICT
OF PEORIA, ARIZONA

FISCAL YEAR 2014 BUDGET

	OPERATING FUND	FY 2013	
REVENUES			
Tax levy at \$2.10 per \$100 of Secondary Assessed Valuation - Debt		2,160,009	
Tax levy at \$.30 per \$100 of Secondary Assessed Valuation – Operations		0	
Amounts expected to be paid from Standby Contribution Agreement		3,574,625	
Developer Contributions pursuant to Development Agreement		90,500	
TOTAL REVENUES		<u>5,825,134</u>	
EXPENSES			
Debt Service on Series 2002 Bonds		2,010,063	
Debt Service on Series 2005 Bonds		1,928,141	
Debt Service on Series 2006 Bonds		1,546,430	
Funding for Insurance Deductible		250,000 *	
Premium – General Liability and District Board Liability Insurance		50,000	
Trustees Fees		7,500	
Auditing and Accounting Costs		15,500	
City of Peoria Administrative Costs		10,000	
Other costs – Continuing Disclosure, etc.		5,000	
Contingency		2,500	
TOTAL EXPENSES		<u>5,825,134</u>	5,825,134
	RESERVE FUND		
SOURCES OF FUNDS			
Reserved Bond Proceeds - Series 2002 and Series 2005 Bonds		4,440,159	
Developer Contribution** Letter of Credit - Series 2002 Bonds		2,125,000	
Developer Contribution** Letter of Credit - Series 2005 Bonds		2,355,000	
Developer Contribution** Letter of Credit - Series 2006 Bonds		2,276,000	
TOTAL SOURCES		<u>11,196,159</u>	
USES OF FUNDS			
Debt Service Reserve Funds - Series 2002 and 2005 Bonds		4,440,159	
Depository Payment - Series 2002 Bonds		2,125,000	
Depository Payment - Series 2005 Bonds		2,355,000	
Depository Payment - Series 2006 Bonds		2,276,000	
TOTAL USES		<u>11,196,159</u>	11,196,159
CARRYOVER OF BOND PROCEEDS (CONSTRUCTION FUND)			11,529,660
TOTAL APPROPRIATION FOR FY 2014			<u><u>28,550,953</u></u>

* Developer paid insurance deductible - monies held by City.

** May be funded with a letter of credit or other sources.

EXHIBIT "2"

VISTANCIA COMMUNITY FACILITIES DISTRICT

CITY OF PEORIA, ARIZONA

**Fiscal Year 2014
Tax Levy
Statements and Estimates**

Tax Rate Amount for Fiscal Year 2014:

Tax rate at maximum amount of \$2.10 per \$100 of Secondary Assessed Valuation – Debt Service.

Assessed Valuation:

Maricopa County's estimation of secondary assessed property valuation for the district is \$102,857,570

Estimated Levy Amount:

The levy is estimated to be \$2,160,009 for debt service.

Operation and Maintenance Expenses:

Funding for Insurance Deductible	\$250,000
Premium – General Liability and District Board Liability Insurance	50,000
Trustees Fees	7,500
Auditing and Accounting Costs	15,500
City of Peoria Administrative Costs	10,000
Other costs – Continuing Disclosure, etc.	5,000
Contingency	2,500
Total:	<u>\$340,500</u>

Capital Expenses:

Estimated Cost of Capital Improvements to be financed: \$0

**CITY OF PEORIA, ARIZONA
VISTANCIA COMMUNITY FACILITIES DISTRICT
DISTRICT COMMUNICATION**

Date Prepared: May 28, 2013

District Meeting Date: June 18, 2013

TO: Carl Swenson, District Manager

FROM: Brent D. Mattingly, Chief Financial Officer

THROUGH: Jeff Tyne, Deputy District Manager

SUBJECT: Resolution Approving Final Budget and Tax Levy Estimates for
Fiscal Year 2014

Purpose:

This is a request for the District Board to adopt Res. No. VCFD 2013-02; approving a Final Budget for Fiscal Year 2014 for the Vistancia Community Facilities District; ordering that an Ad Valorem Tax be levied and assessed on the assessed value of all real and personal property within the District; providing for certified copies of this resolution to be delivered to the Maricopa County Board of Supervisors and the Arizona Department of Revenue; and providing that this resolution become effective after its passage and approval according to law.

Background/Summary:

On May 21, 2013, the District Board adopted a preliminary form of the Vistancia Community Facilities District Budget and tax levy information for Fiscal Year 2014 and established a hearing date of June 18, 2013 to review said proposed budget and tax levy estimates. The attached resolution continues this process and includes a final form of the Vistancia Community Facilities District Budget (Exhibit 1) and Tax Levy Statements and Estimates (Exhibit 2) for Fiscal Year 2014.

The Fiscal Year 2014 District Budget provides for an operating and capital budget of \$28,550,953 for the District for the upcoming fiscal year. This amount includes \$11,529,660 in bond proceeds for capital projects that will be carried over into FY 2014. The budget identifies the revenues and expenses of the District, and outlines the sources and uses of funds for FY 2014.

The tax rate to be set for the district is unchanged at \$2.10 per \$100 of secondary assessed value for debt service. The total tax levy revenue for the upcoming year is estimated to be \$2,160,009. The balance of revenues for the District will come from the Developer as per the existing 2002, 2005, and 2006 Standby Contribution Agreements, as well as the Development Agreement.

As required by State Statute, (ARS 48-716), a notice of public hearing on the District Budget and tax levy information for Fiscal Year 2014 was published in the Peoria Times on May 17, 2013, at least 10 days prior to the hearing date. The public hearing is scheduled for June 18, 2013, prior to the District Board taking action on the attached resolution.

Previous Actions:

On May 21, 2013, the District Board adopted a preliminary form of the Vistancia Community Facilities District Budget and tax levy information for Fiscal Year 2014 and established a hearing date of June 18, 2013 to review said proposed budget and tax levy estimates.

Options:

The District Board may select the following options:

- A:** Approve the final budget and tax levy estimates for Fiscal Year 2014 for the Vistancia Community Facilities District.
- B:** Do not approve the final budget and tax levy estimates for Fiscal Year 2014 for the Vistancia Community Facilities District and request additional information from staff.

Staff's Recommendation:

Staff recommends that the District Board approve Resolution No. VCFD 2013 -02 to approve the final budget and tax levy estimates for Fiscal Year 2014 for the Vistancia Community Facilities District; ordering that an Ad Valorem Tax be levied and assessed on the assessed value of all property within the District; and providing for certified copies of this resolution to be delivered to the appropriate agencies.

Fiscal Analysis:

This item will establish a final budget of \$28,550,993 and tax levy of \$2.10 per \$100 of secondary assessed value for the upcoming fiscal year for the Vistancia Community Facilities District.

Narrative:

The final District Budget for Fiscal Year 2014 provides for an operating and capital budget of \$28,550,953 for the District for the upcoming fiscal year. The final budget identifies the revenues and expenses of the District, and outlines the sources and uses of funds for the upcoming year. The proposed tax rate to be set for the district is \$2.10 per \$100 of secondary assessed value for debt service. The total levy revenue for Fiscal Year 2014 is estimated at

\$2,160,009. The public hearing is scheduled for June 18, 2013, prior to the District Board taking action on the attached resolution.

Exhibit(s):

Exhibit 1: Resolution No. VCFD 2013 - 02

Exhibit 2: Final FY 2014 Budget

Exhibit 3: FY 2014 Tax Levy Statements and Estimates

Exhibit 4: Notice of Public Hearing

Contact:

Deborah Card, Treasury Manager, X7148

RESOLUTION NO. VCFD 2013-02
(VISTANCIA)

A RESOLUTION OF THE DISTRICT BOARD OF VISTANCIA COMMUNITY FACILITIES DISTRICT (1)(A) APPROVING A FINAL BUDGET FOR FISCAL YEAR 2014 PURSUANT TO A.R.S. §48-716; (B) ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT IN AMOUNTS SPECIFIED IN FILED STATEMENTS AND ESTIMATES; AND (C) PROVIDING FOR CERTIFIED COPIES OF THIS RESOLUTION TO BE DELIVERED TO THE MARICOPA COUNTY BOARD OF SUPERVISORS AND THE ARIZONA DEPARTMENT OF REVENUE; AND (2) PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, Vistancia Community Facilities District (the "District") is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1., 3.2, 4 and 5, Arizona Revised Statutes, as amended, and [except as otherwise provided in A.R.S. §48-708(B), as amended] is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the City of Peoria, Arizona; and

WHEREAS, the District was created to finance construction and maintenance of certain public infrastructure needed for the development of the project known as "Vistancia", including through assessment of ad valorem taxes on all real and personal property within the District for such purpose; and

WHEREAS, in accordance with A.R.S. §§48-719 and 48-723, a special election was held wherein the qualified electors of the District authorized the issuance of general obligation bonds to cover costs of constructing required public infrastructure and the levy and collection of an annual ad valorem tax at a rate not to exceed thirty cents (30¢) per one hundred dollars (\$100) of assessed valuation for operation and maintenance expenses of the District; and

WHEREAS, by Resolution Nos. VCFD 02-02 , VCFD 05-01, and VCFD 06-03 the District authorized the sale and issuance of \$21,250,000 aggregate principal amount of Bonds, Series 2002 ("the 2002 Bonds"), \$23,550,000 aggregate principal amount of Bonds, Series 2005 (the "2005 Bonds"), and \$22,760,000 aggregate principal amount of

Bonds, Series 2006 (the "2006 Bonds") respectively, to fund public infrastructure for such development; and

WHEREAS, the District also entered into a Standby Contribution Agreement, dated as of December 1, 2002, a Standby Contribution Agreement, dated as of April 1, 2005, and a Standby Contribution Agreement, dated as of December 1, 2006 with entities involved in such development and with respect to the 2002 Vistancia Community Facilities District Bonds, the 2005 Bonds, and the 2006 Bonds respectively, whereby annual payments will be made to the District in order to maintain the tax rate at no more than two dollars and ten cents (\$2.10) per one hundred dollars (\$100) of secondary assessed valuation for debt service, given the tax base of the District in each tax year; and

WHEREAS, by Resolution No. 2013-01, this Board (a) tentatively approved a proposed budget for Fiscal Year 2014, (b) filed required statements and estimates of operation and maintenance expenses of the District, the costs of capital improvements to be financed by the authorized ad valorem tax levy of the District, and the amount of all other expenditures for public infrastructure purposes proposed to be paid from the tax levy and of the amount to be raised to pay debt service with respect to the 2002 Bonds, the 2005 Bonds, and the 2006 Bonds of the District, (c) set a date of June 18, 2013 for a public hearing on the proposed budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds, and (d) provided for notice of the filing and of the public hearing date; and

WHEREAS, at the conclusion of the public hearing, this Board voted to adopt the final budget for Fiscal Year 2014 by this Resolution No. 2013-02, and ordered the fixing, levying and assessment of the amounts to be raised by ad valorem taxes; and

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF VISTANCIA COMMUNITY FACILITIES DISTRICT, AS FOLLOWS:

1. That certain proposed budget of the District for Fiscal Year 2014, attached hereto and expressly made a part hereof as Exhibit "A", is hereby finally adopted.
2. That in Fiscal Year 2014, an ad valorem tax shall be fixed, levied and assessed on the assessed value of all the real and personal property within the boundaries of the District in the amounts set forth in the statements and estimates attached hereto and expressly made a part hereof as Exhibit "B".
3. That certified copies of this Resolution shall be delivered by U.S. Mail to the Maricopa County Board of Supervisors and to the Arizona Department of Revenue no later than July 30, 2013.
4. That, if any provision in this Resolution is held invalid by a court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.
5. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the District Board of the Vistancia Community Facilities District
this 18th day of June, 2013.

Bob Barrett
Chairman, District Board,
Vistancia Community Facilities District

ATTEST:

Rhonda Geriminsky
District Clerk, Vistancia
Community Facilities District

APPROVED AS TO FORM:

Stephen M. Kemp
District Counsel, Vistancia
Community Facilities District

ATTACHMENTS: Exhibit 1 – FY 2014 Budget
Exhibit 2 - Statements and Estimates

"EXHIBIT 1"

VISTANCIA COMMUNITY FACILITIES DISTRICT
OF PEORIA, ARIZONA

FISCAL YEAR 2014 BUDGET

	OPERATING FUND	FY 2013	
REVENUES			
Tax levy at \$2.10 per \$100 of Secondary Assessed Valuation - Debt		2,160,009	
Tax levy at \$.30 per \$100 of Secondary Assessed Valuation – Operations		0	
Amounts expected to be paid from Standby Contribution Agreement		3,574,625	
Developer Contributions pursuant to Development Agreement		90,500	
TOTAL REVENUES		<u>5,825,134</u>	
EXPENSES			
Debt Service on Series 2002 Bonds		2,010,063	
Debt Service on Series 2005 Bonds		1,928,141	
Debt Service on Series 2006 Bonds		1,546,430	
Funding for Insurance Deductible		250,000 *	
Premium – General Liability and District Board Liability Insurance		50,000	
Trustees Fees		7,500	
Auditing and Accounting Costs		15,500	
City of Peoria Administrative Costs		10,000	
Other costs – Continuing Disclosure, etc.		5,000	
Contingency		2,500	
TOTAL EXPENSES		<u>5,825,134</u>	5,825,134
	RESERVE FUND		
SOURCES OF FUNDS			
Reserved Bond Proceeds - Series 2002 and Series 2005 Bonds		4,440,159	
Developer Contribution** Letter of Credit - Series 2002 Bonds		2,125,000	
Developer Contribution** Letter of Credit - Series 2005 Bonds		2,355,000	
Developer Contribution** Letter of Credit - Series 2006 Bonds		2,276,000	
TOTAL SOURCES		<u>11,196,159</u>	
USES OF FUNDS			
Debt Service Reserve Funds - Series 2002 and 2005 Bonds		4,440,159	
Depository Payment - Series 2002 Bonds		2,125,000	
Depository Payment - Series 2005 Bonds		2,355,000	
Depository Payment - Series 2006 Bonds		2,276,000	
TOTAL USES		<u>11,196,159</u>	11,196,159
CARRYOVER OF BOND PROCEEDS (CONSTRUCTION FUND)			11,529,660
TOTAL APPROPRIATION FOR FY 2014			<u><u>28,550,953</u></u>

* Developer paid insurance deductible - monies held by City.

** May be funded with a letter of credit or other sources.

EXHIBIT "2"

VISTANCIA COMMUNITY FACILITIES DISTRICT

CITY OF PEORIA, ARIZONA

**Fiscal Year 2014
Tax Levy
Statements and Estimates**

Tax Rate Amount for Fiscal Year 2014:

Tax rate at maximum amount of \$2.10 per \$100 of Secondary Assessed Valuation – Debt Service.

Assessed Valuation:

Maricopa County's estimation of secondary assessed property valuation for the district is \$102,857,570

Estimated Levy Amount:

The levy is estimated to be \$2,160,009 for debt service.

Operation and Maintenance Expenses:

Funding for Insurance Deductible	\$250,000
Premium – General Liability and District Board Liability Insurance	50,000
Trustees Fees	7,500
Auditing and Accounting Costs	15,500
City of Peoria Administrative Costs	10,000
Other costs – Continuing Disclosure, etc.	5,000
Contingency	2,500
Total:	<u>\$340,500</u>

Capital Expenses:

Estimated Cost of Capital Improvements to be financed: \$0