City Council Meeting
Notice & Agenda

Tuesday, July 01, 2014
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Study Session

5:00 P.M. Convene

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

1. Sun City West Fire District Annexation Update

Adjournment

Regular Meeting

7:00 P.M. Convene

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

Presentation

2. Certificates of Election to the following Public Safety Personnel Retirement System local board members:

    - Anthony Neely, Fire Local Board, and
    - Michael Faith, Police Local Board.

3. Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the June 17, 2014 City Council meeting:

- Frank Hinds to the Employee Benefits Trust Board, and
- Hunter Sapp and Alejandro Sastre to the Youth Advisory Board.

Consent Agenda

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

Consent

4C. **Minutes**

Discussion and possible action to approve the following minutes:

- April 1, 2014 Meeting Minutes
- April 22, 2014 Meeting Minutes

5C. **Intergovernmental Agreement, City of Buckeye, Radio Subscriber Support Services**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the City of Buckeye to provide radio subscriber support services.

6C. **Intergovernmental Agreement, State of Arizona Department of Public Safety, Gang and Immigration Intelligence Team Enforcement Mission**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the State of Arizona Department of Public Safety for participation in the Gang and Immigration Intelligence Team Enforcement Mission.

7C. **Intergovernmental Agreement, Arizona Game and Fish Commission**

Discussion and possible action to approve an Intergovernmental Agreement with the Arizona Game and Fish Commission to maintain Rio Vista and Pioneer Park Lakes as facilities taking part in the Community Fishing Program.

8C. **Intergovernmental Agreement, City of Glendale, Metropolitan Medical Response System Medical Equipment**

Discussion and possible action to approve an Intergovernmental Agreement with the City of Glendale for Metropolitan Medical Response System medical equipment.

9C. **Grant, Arizona Department of Public Safety, Victims of Crime Act**

Discussion and possible action to: (a) accept $62,572 from the Arizona Department of Public Safety Victims of Crime Act for Peoria's participation in the Fiscal Year 2015 Crime Victim Assistance Grant Program; and (b) approve a budget amendment in the amount of $62,572 from the Proposed Grants Contingency account to the Arizona Department of Public Safety Victims of Crime Act grant account.

10C. **Grant, Arizona Criminal Justice Commission, Crime Victim Assistance Program**

Discussion and possible action to: (a) accept $17,913 from the Arizona Criminal Justice Commission for Peoria's participation in the Fiscal Year 2015 Crime Victim Assistance Program; and (b) approve a budget amendment in the amount of $17,913 from the Proposed Grants Contingency account to the Arizona Criminal Justice Commission Grant account.

11C. **Job Order Contract, J. Banicki Construction, Inc., Repair and Restore Asphalt Surface, 75th Avenue**

Discussion and possible action to approve a job order contract with J. Banicki Construction, Inc. in the amount of $1,282,181.48 to repair and restore the asphalt surface of the right-of-way on 75th Avenue between Peoria Avenue and Thunderbird Road.

12C. **Contract, B & F Contracting, Inc., Peacock Village Waterline Replacement**

Discussion and possible action to approve a contract with B & F Contracting, Inc. in the amount of $1,744,079 to provide construction for the Peacock Village Waterline Replacement project.

13C. **Contract Renewal, Greater Phoenix Economic Council**

Discussion and possible action to: (a) authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for economic development activities in Fiscal Year 2015; and (b) approve a budget amendment in the amount of $18,996 from the Half-Cent Fund Contingency account to the Half-Cent Fund City Participation-Outside Programs account.

14C. **Contract Building Inspector Position, Economic Development Services**

Discussion and possible action to: (a) authorize the use of reserves from the General Fund Contingency account not to exceed $83,200 to provide contract building inspection services; and (b) approve a budget amendment not to exceed $83,200 from the General Fund Contingency account to the Economic Development Services Building Development Division Contract Labor account to provide funding for a Contract Building Inspector position on an as-needed basis.

15C. **Employee Education Assistance, Fund Carry-Over, Fiscal Year 2014 to Fiscal Year 2015**

Discussion and possible action to carry-over up to $20,000 from the Employee Education Assistance Fund from Fiscal Year 2014 to Employee Education Assistance Fund for Fiscal Year 2015 to allow 80% reimbursement rate for employee education.

16C. **Maintenance Improvement District No. 1118, Vistancia Parcel F3 Phase 2, Vistancia Boulevard and Westland Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-84** intention and ordering the formation of proposed Maintenance Improvement District No. 1118, Vistancia Parcel F3 Phase 2, located at Vistancia Boulevard and Westland Road; and adopt **RES. 2014-85** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

17C. **Maintenance Improvement District No. 1119, Vistancia Parcel F4 Phase 1, 128th Avenue and Westland Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-88** intention and ordering the formation of proposed Maintenance Improvement District No. 1119, Vistancia Parcel F4 Phase 1, located at 128th Avenue and Westland Road; and adopt **RES. 2014-89** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

18C. **Maintenance Improvement District No. 1120, Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-92** intention and ordering the formation of proposed Maintenance Improvement District No. 1120, Vistancia Parcel F4 Phase 2, located at 128th Avenue and Caraveo Place; and adopt **RES. 2014-93** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

19C. **Maintenance Improvement District No. 1121, Vistancia Parcel F4 Phase 3, 126th Avenue and Westland Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-96** intention and ordering the formation of proposed Maintenance Improvement District No. 1121, Vistancia Parcel F4 Phase 3, located at 126th Avenue and Westland Road; and adopt **RES. 2014-97** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

20C. **Maintenance Improvement District No. 1148, Tierra Del Rio Parcel 22, Skipping Rock Road and Blue Sky Drive**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-100** intention and ordering the formation of proposed Maintenance Improvement District No. 1148, Tierra Del Rio Parcel 22, located at Skipping Rock Road and Blue Sky Drive; and adopt **RES. 2014-101** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

21C. **Street Light Improvement District No. 1059, Vistancia Parcel F3 Phase 2, Vistancia Boulevard and Westland Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-86** intention and ordering the formation of proposed Street Light Improvement District No. 1059, Vistancia Parcel F3 Phase 2, located at Vistancia Boulevard and Westland Road; and adopt **RES. 2014-87** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

22C. **Street Light Improvement District No. 1060, Vistancia Parcel F4 Phase 1, 128th Avenue and Westland Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-90** intention and ordering the formation of proposed Street Light Improvement District No. 1060, Vistancia Parcel F4 Phase 1, located at 128th Avenue and Westland Road; and adopt **RES. 2014-91** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

23C. **Street Light Improvement District No. 1061, Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-94** intention and ordering the formation of proposed Street Light Improvement District No. 1061, Vistancia Parcel F4 Phase 2, located at 128th Avenue and Caraveo Place; and adopt **RES. 2014-95** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

24C. **Street Light Improvement District No. 1062, Vistancia Parcel F4 Phase 3, 126th Avenue and Westland Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-98** intention and ordering the formation of proposed Street Light Improvement District No. 1062, Vistancia Parcel F4 Phase 3, located at 126th Avenue and Westland Road; and adopt **RES. 2014-99** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

25C. **Street Light Improvement District No. 1084, Tierra Del Rio Parcel 22, Skipping Rock Road and Blue Sky Drive**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-102** intention and ordering the formation of proposed Street Light Improvement District No. 1084, Tierra Del Rio Parcel 22, located at Skipping Rock Road and Blue Sky Drive; and adopt **RES. 2014-103** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

26C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2014-114** accepting Deeds and Easements for various Real Property interests acquired by the City.

27C. **Final Plat, Walmart Neighborhood Market, 75th Avenue and Thunderbird Road**

Discussion and possible action to approve the Final Plat of Walmart Neighborhood Market, located at 75th Avenue and Thunderbird Road, subject to stipulations.

28C. **Final Plat, Stonebridge Ranch, Jomax Road and Lake Pleasant Parkway**

Discussion and possible action to approve the Final Plat of Stonebridge Ranch, located at Jomax Road west of Lake Pleasant Parkway, subject to stipulations.

29C. **Final Plat, Copper Hills Community Church, Black Rock Boulevard and Maya Way**

Discussion and possible action to approve the Final Plat of Copper Hills Community Church, located at Black Rock Boulevard and Maya Way, subject to stipulations.

30C. **Replat, Grand Manor Amended, Grand Avenue and 88th Drive**

Discussion and possible action to approve the Replat of Grand Manor Amended, located at Grand Avenue and 88th Drive, subject to stipulations.

31C. **Replat, Trilogy at Vistancia Parcel C-12, Vistancia Boulevard and Claret Cup Road**

Discussion and possible action to approve the Replat of Trilogy at Vistancia Parcel C-12, located at Vistancia Boulevard and Claret Cup Road, subject to stipulations.

Regular Agenda

New Business

32R. **PUBLIC HEARING - Liquor License, BB's Restaurant, 9864 West Peoria Avenue**

PUBLIC HEARING: RE: A New Restaurant Liquor License (Series 12) for BB's Restaurant, located at 9864 West Peoria Avenue, Theresa J. Morse, Applicant, LL#20010638.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for BB's Restaurant, located at 9864 West Peoria Avenue, Theresa J. Morse, Applicant, LL#20010638.

33R. **Intergovernmental Agreements, City of Glendale, Landfill Disposal Services and Recyclable Processing Services**

Discussion and possible action to approve two Intergovernmental Agreements with the City of Glendale for Landfill Disposal Services and Recyclable Processing Services.

Call To The Public (Non-Agenda Items)

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

Reports from City Manager

34. **Council Calendar**

35. **Reports**

A. PeoriaReporter Citizen Online Reporting System

B. New Council Chamber Cameras

C. All-American July 4th Festival

Reports from City Council
Reports from the Mayor

Adjournment

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

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

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

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 1

Date Prepared: June 17, 2014 **Council Meeting Date: July 1, 2014**

TO: Honorable Mayor and Council

FROM: Susan J. Daluddung, Deputy City Manager
Stephen M. Kemp, City Attorney
Chris M. Jacques, Planning & Community Development Director

SUBJECT: Sun City West Fire District Annexation Update
STUDY SESSION

Purpose:

This is a request for the Mayor and City Council to review and discuss information provided by staff pertaining to the status of current efforts to contest the proposed annexation of approximately 1.61 square miles of unincorporated Maricopa County by the Sun City West Fire District (SCWFD). The annexation area is generally bounded by 99th Avenue (west), Deer Valley Road (south), 79th Avenue (east) and Calle Lejos (north).

Background/Summary:

Proposed Sun City West Fire District Annexation
On May 6, 2013, the Sun City West Fire District Board of Directors voted unanimously in favor of accepting the Boundary Change Impact Statement and authorizing the circulation of annexation petitions to property owners within the subject area (Exhibit 1). This action initiated a process under A.R.S. §48-262.A.9 whereby the District had up to one (1) year to collect signed petitions satisfying both tests:

- Signed by owners of more than 50% of the taxed property units within the boundary; **AND**
- Signed by persons owning collectively more than 50% of the assessed valuation of the property within the boundary.

The proposed annexation area consists of approximately 1.61 square miles of unincorporated Maricopa County, generally bounded by 99th Avenue (west), Deer Valley Road (south), 79th Avenue (east) and Calle Lejos (north). The area largely consists of developed semi-rural residential units on one-acre lots. According to the District, interested parties within the area approached the District requesting to be annexed. The area is completely surrounded by the City of Peoria and has been part of Peoria's Planning Area (General Plan) for decades.

Ultimately, the District was unsuccessful in its attempt to annex the entire area within the one-year period. However, the District has taken alternative action in annexing or providing subscription service to single parcels within the annexation area, creating a "checkerboard" service area. A temporary statutory provision (that is scheduled to sunset on June 30, 2015) allows special districts like SCWFD to annex single parcels, provided they are within ½ mile of the current district boundary. At last count, approximately 59 parcels in this area were affected and subsequently loaded into the emergency management system (911). The City does not believe this is within the spirit and intent of the Automatic Aid System; or results in rational service boundaries; or is fair to its residents from a taxing and service delivery perspective.

Fire / Emergency Services

The annexation area is currently served by Rural/Metro. However, the City of Peoria does provide fire services to the area through a *mutual aid agreement* with Rural/Metro. This is an agreement to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources.

Separately, the City of Peoria and SCWFD are both part of a Valley-wide consortium through the *Automatic Aid System*. The Automatic Aid System has been in place since 1976. This system collectively positions participating jurisdictions to provide the most effective use of local fire department resources working collaboratively through intergovernmental cooperation, particularly for day-to-day incidents as well as a catastrophic event. This system seeks to provide the most efficient, safe and effective fire/rescue/emergency medical services to their communities.

Additionally, the intent of this system is to ensure that no one participant unfairly benefits at the expense of the other participants. Clearly, when spatially examining existing facilities (Exhibit 2), Peoria by far, has the closest assets to this area. The Pinnacle Peak substation is approximately a quarter mile away from the area. The nearest SCWFD fire station is west across the Agua Fria River and south of the Loop 303, approximately 8 miles away. Chief Ruiz has expressed deep concerns that the SCWFD annexation proposal is intended as a business model and not a response model and thereby not in keeping with the intent of the Automatic Aid System.

Opposition to the Annexation

This City of Peoria has been strongly opposed to this annexation on several fronts since the passage of *Resolution 2013-50* by the City Council. Over the last year, the City has engaged in a multi-pronged strategy to contest the annexation. Additionally, the City has, on multiple occasions, provided direct mailers to residents refuting erroneous SCWFD claims and providing resources to enable affected residents to make an informed judgement as to: maintain the status quo, annex into SCWFD, or seek annexation into the City of Peoria. Additionally, the City of Peoria held two (2) well-attended community meetings on July 30, 2013 and August 27, 2013 respectively, to address opposition to the annexation and answers questions regarding city

services. At the July 1, 2014 Study Session, staff will brief the Council on the current status of its efforts to contest SCWFD annexation into this area.

Previous Actions:

- **March 18, 2014 City Council Study Session**: Staff provided an update on efforts to contest the SCWFD annexation.
- **August 27, 2013**: Community Meeting #2 held at Sunrise Mountain High School.
- **July 30, 2013**: Community Meeting #1 held at Rancho Solano Elementary School.
- **June 4, 2013 City Council**: The Peoria City Council unanimously adopted *Resolution 2013-50*, formally opposing the proposed annexation bid by SCWFD, and authorizing staff, on behalf of the City, to take steps as may be appropriate (including legal) to contest the annexation.
- **June 4, 2013 City Council Study Session:** Staff outlined the SCWFD annexation bid and rationale for opposing said action.

Staff Recommendation:

That the Mayor and Council discuss and provide input and guidance on the current effort to oppose the SCWFD Annexation.

Fiscal Analysis:

There are no budgetary impacts at this time.

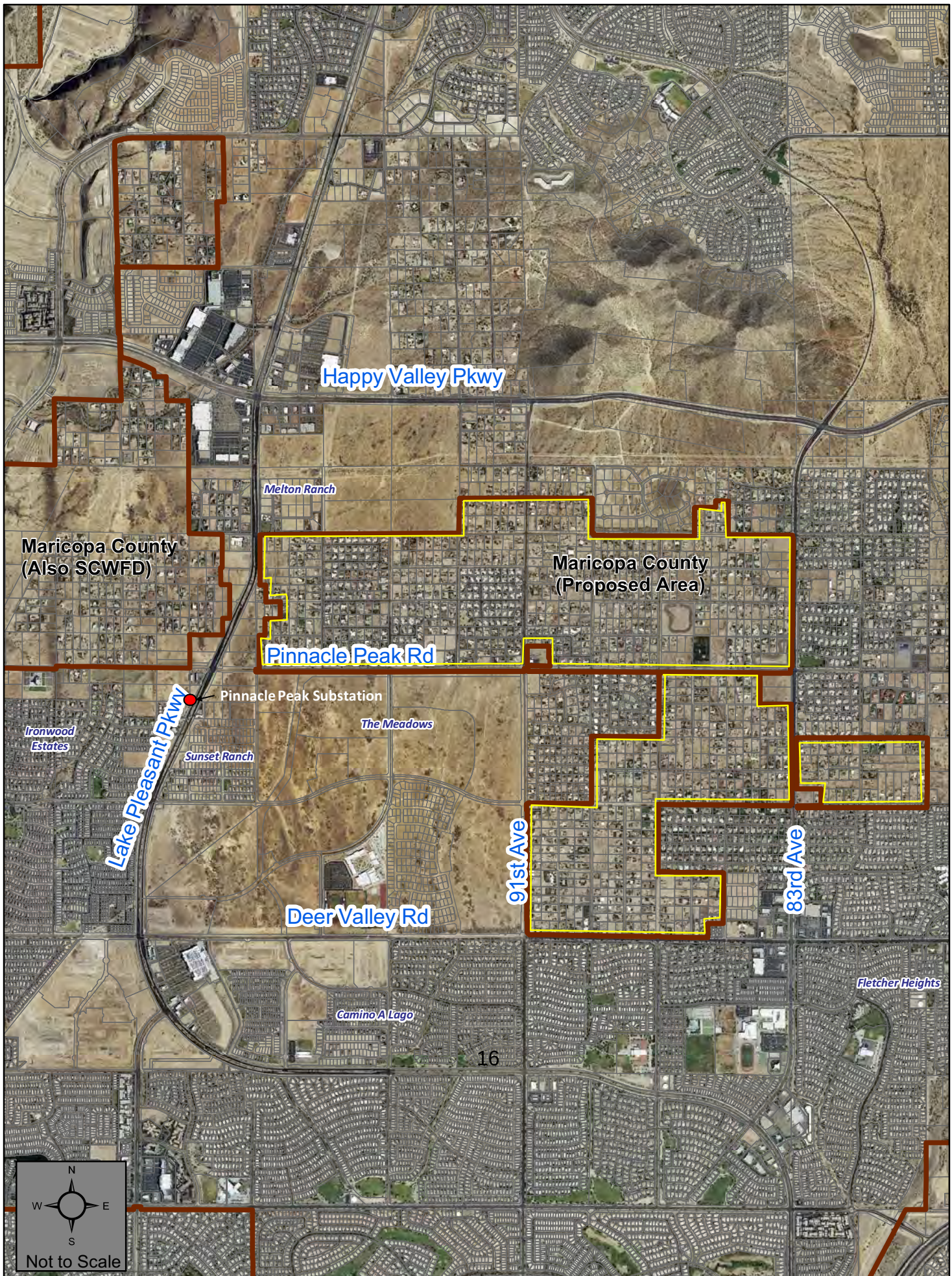
Exhibit(s):

Exhibit 1: Proposed SCWFD Annexation Area
Exhibit 2: Station Map

Contact Name and Number:

Stephen M. Kemp, City Attorney
(623) 773-7321

Chris Jacques, Planning Director
(623) 773-7609


Happy Valley Pkwy
Melton Ranch
Maricopa County
(Also SCWFD)
Maricopa County
(Proposed Area)
Pinnacle Peak Rd
Pinnacle Peak Substation
Lake Pleasant Pkwy
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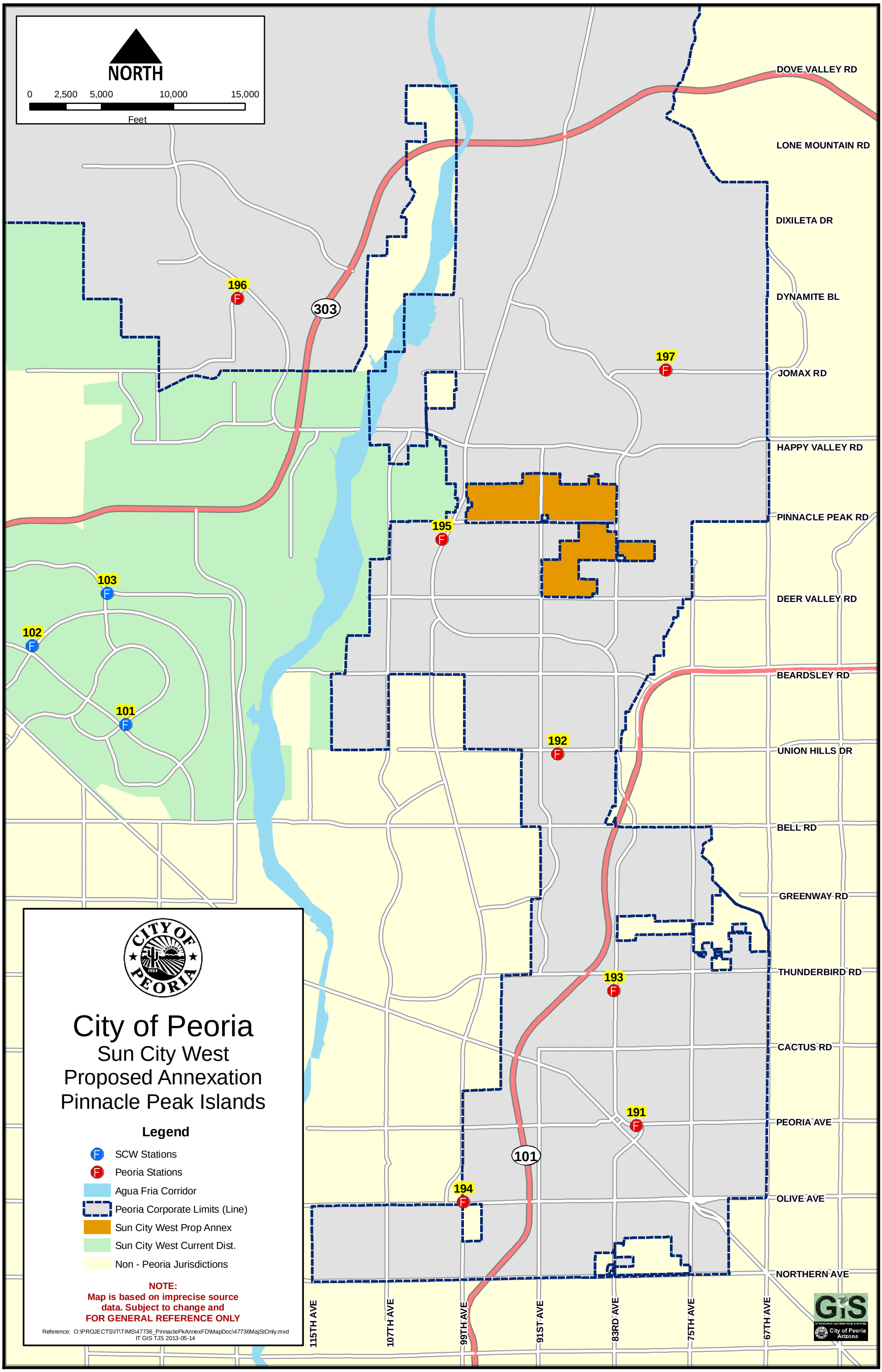
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City of Peoria
Sun City West
Proposed Annexation
Pinnacle Peak Islands
Legend
SCW Stations
Peoria Stations
Agua Fria Corridor
Peoria Corporate Limits (Line)
Sun City West Prop Annex
Sun City West Current Dist.
Non - Peoria Jurisdictions
NOTE:
Map is based on imprecise source data. Subject to change and FOR GENERAL REFERENCE ONLY
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City of Peoria Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 2

Date Prepared: June 10, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Rhonda Geriminsky, City Clerk**

THROUGH: **Susan Daluddung, Deputy City Manager**

SUBJECT: **Certificates of Election to the Public Safety Personnel Retirement System Local Boards**

Purpose:

This is a request for City Council to present a plaque and *Certificate of Election* to the newly elected members of the Public Safety Personnel Retirement System local boards as follows:

- Anthony Neely – Public Safety Personnel Retirement System – Fire
- Michael Faith – Public Safety Personnel Retirement System - Police

Background/Summary:

Newly elected Public Safety Personnel Retirement System local board members are invited to attend a Regular City Council meeting to accept a plaque and *Certificate of Election* from the Mayor and City Council.

Previous Actions:

On March 28, 2014, the *Call and Notices of Election* for the Public Safety Personnel Retirement System local board elections were published in the Peoria Times. From March 28, 2014 through April 28, 2014, *Nomination Petitions* were accepted through the City Clerk's Office. On May 12, 2014, ballots were prepared and distributed to eligible members of the Public Safety Personnel Retirement System local boards. Completed ballots were due back to the City Clerk's Office on May 29, 2014. On June 3, 2014 ballot counts for each election were conducted and election results were tallied.

On June 17, 2014, City Council approved Resolution No. 2014-108 ratifying the results of the Public Safety Personnel Retirement System local board elections which elected Anthony Neely to the Public Safety Personnel Retirement System local board for Fire and Michael Faith to the Public Safety Personnel Retirement System local board for Police.

Option(s):

A: This is a presentation item only.

Staff's Recommendation:

That City Council present *Certificates of Election* to the Public Safety Personnel Retirement System local board representatives who were elected pursuant to Resolution No. 2014-108 adopted on June 17, 2014.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

Newly elected representatives of the Public Safety Personnel Retirement System local boards have been invited to the July 1, 2014 City Council meeting to accept a plaque and *Certificate of Election*.

Exhibit(s): There are no exhibits.

Contact Name and Number: Rhonda Geriminsky, City Clerk, 623-773-7341

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3

Date Prepared: June 17, 2014 **Council Meeting Date: July 1, 2014**

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, CMC, City Clerk

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Board and Commission Appointments Presentation

Purpose:

This is a request for City Council to present *Certificates of Appointment* to the newly appointed board/commission members as follows:

Member Name	Board/Commission
Frank Hinds	Employee Benefits Trust Board
Hunter Sapp	Youth Advisory Board
Alejandro Sastre	

Background/Summary:

Newly appointed board and commission members are invited to attend a Regular City Council meeting to personally accept *Certificates of Appointment* from the Mayor and City Council.

Previous Actions:

On April 23, 2014, the Council Subcommittee on Policy and Appointments recommended appointments for various boards and commissions.

On April 18, 2014, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the April 23, 2014 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On June 17, 2014, City Council adopted Resolutions making the following new board/commission appointments:

Resolution No.	Member Name	Board/Commission	Member Status	Term Expiration
2014-106	Frank Hinds	Employee Benefits Trust Board	Regular	12/2014
2014-107	Hunter Sapp	Youth Advisory Board	Regular	6/2016
	Alejandro Sastre		Regular	6/2015

Options:

This is a presentation item only.

Staff's Recommendation:

That the Mayor and City Council present *Certificates of Appointment* to newly appointed board/ commission members who where appointed by Resolutions at the June 17, 2014 City Council meeting.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

The newly appointed board/commission members have been invited to attend the July 1, 2014 City Council meeting to receive *Certificates of Appointment*.

Exhibit(s): There are no exhibits.

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

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 1, 2014

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 5:00 p.m.

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

Council Youth Liaisons: Jacob Jelinek and Thomas Prior.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; and Corina Russo, Assistant to the City Manager.

Audience: Approximately six 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. Dial-a-Ride Rate Review

Bill Mattingly, Public Works Director, provided background regarding the Dial-a-Ride rate review and the purpose of the Dial-a-Ride program.

Mr. Mattingly presented regarding:

- Number of trips provided by Dial-a-Ride and a taxi cab from Fiscal Year 2009 through Fiscal Year 2013
- Revenue sources
- Americans with Disabilities Act (ADA) reimbursements
- ADA Certification process
- Current Dial-a-Ride fares
- Comparison of Dial-a-Ride rates to other cities
- Recommendation for rate adjustments
- Potential rate changes

Discussion ensued regarding:

- Dial-a-Ride service provided by the City of Peoria
- Public desire to obtain ADA certification
- Transfer service for ADA-certified citizens
- Public outreach regarding benefits of ADA certification

It was the consensus of Council to proceed with the proposed rate adjustment.

2. Placement of Trash Receptacles

Bill Mattingly, Public Works Director, presented regarding residential refuse and recycling container placement. Mr. Mattingly discussed items to consider for the safe, convenient location of containers.

Mr. Mattingly outlined:

- The current practice for placement of containers
- Other City policies
- Recommended changes to Peoria City Code regarding placement of trash receptacles

Discussion ensued regarding:

- Where to place receptacles when the streets are too narrow
- The need to have sidewalks clear for pedestrians
- Bike lanes
- Communicating change to the public
- Exceptions

It was the consensus of Council to move forward with recommended changes to the City Code.

3. Resident Parking

Steve Kemp, City Attorney, presented regarding resident parking including:

- Overview of State law
- Abandoned vehicles and authority to issue citations

Discussion ensued regarding:

- Process for a Code Enforcement officer when receiving calls for an abandoned vehicle
- Notifications to vehicle owner
- Code officer staffing levels

- Number of vehicles per home and parking in the street
- Code Enforcement process
- The need for a shared responsibility to cite abandoned vehicles between Code Enforcement and Police

It was the consensus of Council to allow Code Enforcement to cite for abandoned vehicles.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:53 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 Rivero led the Pledge of Allegiance.

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

Council Youth Liaisons: Jacob Jelinek and Thomas Prior.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Tom Pendley, Deputy Fire Chief; John Sefton, Community Services Director; Rebecca Zook, Deputy Economic Development Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately ten 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.

Mayor Barrett asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Aames, seconded by Councilmember Carlat, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

4C. **Minutes**

Approved the following minutes:

- February 4, 2014 Meeting Minutes
- February 18, 2014 Meeting Minutes
- February 25, 2014 Special Study Session Minutes

5C. **Authorize Expenditure, Professional Sports Catering Capital Grant, Sports Complex Phase 2 Stadium Projects**

Authorized the expenditure of $1,850,000 of appropriated grant funds utilizing existing City of Peoria agreements, cooperative purchase agreements, or amendments to existing agreements as needed to achieve the goals and time constraints of the various projects at the Peoria Sports Complex.

6C. **Contract Amendment, Hunter Contracting Company, Camino a Lago Neighborhood Park, 98th Avenue and Lake Pleasant Parkway**

(a) Approved a Contract Amendment to Hunter Contracting Company in an amount not to exceed $2,345,000 for construction of the Camino a Lago Neighborhood Park; and

(b) Approved a budget amendment in the amount of $1,240,000 from the General Fund Contingency with $998,745 allocated to the County Transportation Tax Capital Project Fund, Camino a Lago Neighborhood Park, Park Improvements account and $241,255 allocated to the General Obligation 2010 Projects Fund, Camino a Lago Neighborhood Park, Park Improvements account.

7C. **Mandated Fingerprinting, Municipal Court**

(a) Authorized the use of Peoria Court Enhancement Funds for installation of a laptop and printer for mandated fingerprinting with Livescan for the criminal history record of defendants; and

(b) Approved a budget amendment in the amount of $44,066 from the Proposed Grants Fund Contingency account to the Peoria Municipal Court Enhancement Fund Computer Equipment Lease Rental account.

8C. **Maintenance Improvement District No. 1149, Peoria Village, 67th Avenue and Cactus Road**

Approved the Petition for Formation and adopted **RES. 2014-35** intention and ordering the formation of proposed Maintenance Improvement District No. 1149, Peoria Village, located at the northwest corner of 67th Avenue and Cactus Road; and adopted **RES. 2014-36** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

9C. **Maintenance Improvement District No. 1141, Tierra Del Rio Parcel 23, 99th Avenue and Jomax Road**

Approved the Petition for Formation and adopted **RES. 2014-29** intention and ordering the formation of proposed Maintenance Improvement District No. 1141, Tierra Del Rio Parcel 23, located at 99th Avenue, north of Jomax Road; and adopted **RES. 2014-30** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

10C. **Street Light Improvement District No. 1085, Peoria Village, 67th Avenue and Cactus Road**

Approved the Petition for Formation and adopted **RES. 2014-33** intention and ordering the formation of proposed Street Light Improvement District No. 1085, Peoria Village, located at the northwest corner of 67th Avenue and Cactus Road; and adopted **RES. 2014-34** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

11C. **Street Light Improvement District No. 1080, Tierra Del Rio Parcel 23, 99th Avenue and Jomax Road**

Approved the Petition for Formation and adopted **RES. 2014-31** intention and ordering the formation of proposed Street Light Improvement District No. 1080, Tierra Del Rio Parcel 23, located at 99th Avenue, north of Jomax Road; and adopted **RES. 2014-32** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

12C. **Easements, Southwest Gas Corporation, Deer Valley Road and 98th Avenue**

Adopted **RES. 2014-39** authorizing the execution of two Utility Easements to Southwest Gas Corporation for the relocation and maintenance of natural gas pipelines associated with the development of a residential community in the vicinity of Deer Valley Road and 98th Avenue.

13C. **Final Plat, Sunrise Vista, Happy Valley Road and 79th Lane**

Approved the Final Plat of Sunrise Vista, located at Happy Valley Road and 79th Lane, subject to stipulations.

REGULAR AGENDA

New Business:

14R. **PUBLIC HEARING - Liquor Licenses, Various Locations**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the State Liquor Board for:

(a) A Person and Location Transfer for an Off-Sale All Liquor License (Series 09) for CVS/Pharmacy #8952, located at 24865 North Lake Pleasant Parkway, Jason B. Morris, Applicant, LL#20009940; and

(b) A New Restaurant Liquor License (Series 12) for Draft House, located at 15814 North 83rd Avenue, Randy D. Nations, Applicant, LL#20009941.

Mr. Mattingly advised that the properties were posted in accordance with Arizona law, all fees were paid, all reviewing Departments recommended approval and no comments were received from the public.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for:

(a) A Person and Location Transfer for an Off-Sale All Liquor License (Series 09) for CVS/Pharmacy #8952, located at 24865 North Lake Pleasant Parkway, Jason B. Morris, Applicant, LL#20009940; and

(b) A New Restaurant Liquor License (Series 12) for Draft House, located at 15814 North 83rd Avenue, Randy D. Nations, Applicant, LL#20009941.

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

Council Action:

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames to recommend approval to the State Liquor Board for:

(a) A Person and Location Transfer for an Off-Sale All Liquor License (Series 09) for CVS/Pharmacy #8952, located at 24865 North Lake Pleasant Parkway, Jason B. Morris, Applicant, LL#20009940; and

(b) A New Restaurant Liquor License (Series 12) for Draft House, located at 15814 North 83rd Avenue, Randy D. Nations, Applicant, LL#20009941.

Upon vote, the motion carried unanimously 7 to 0.

15R. **PUBLIC HEARING - New Off-Track Wagering License, Turf Paradise, 15814 North 83rd Avenue**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported that all fees were paid and staff recommends approval to the Arizona Racing Commission for a New Off-Track Wagering License for Turf Paradise to telecast at Draft House, 15814 North 83rd Avenue.

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a New Off-Track Wagering License for Turf Paradise to telecast at Draft House, 15814 North 83rd Avenue.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a New Off-Track Wagering License for Turf Paradise to telecast at Draft House, 15814 North 83rd Avenue.

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

Council Action:

Motion was made by Councilmember Edwards, seconded by Councilmember Patena, to recommend approval to the Arizona Racing Commission for a New Off-Track Wagering License for Turf Paradise to telecast at Draft House, 15814 North 83rd Avenue.

Upon vote, the motion carried unanimously 7 to 0.

16R. **PUBLIC HEARING - Development Impact Fees**

Staff Report:

Katie Gregory, Deputy Finance and Budget Director, provided an overview of the proposed 2014 Development Impact Fee Ordinance.

Ms. Gregory presented regarding:

- Project timeline
- New provisions
- Standards and procedures
    - Definitions
    - Service areas
    - Authority and requirements

- Program administration
    - Adoption and update procedures
    - Credits, appeals and refunds
- Oversight
    - Annual Development Fee Report
    - Biennial Certified Audit
- Updated fee tables

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the proposed 2014 Development Impact Fee Ordinance.

Having no requests from those present to address the proposed Ordinance, Mayor Barrett declared the Public Hearing closed.

Council Action: No Council action required.

17R. **PUBLIC HEARING - Rezoning, Happy Valley 40, 83rd Avenue and Happy Valley Road**

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to postpone the public hearing regarding a request to rezone approximately 45.7 gross acres from Single Family Residential, R1-35 to the Happy Valley 40 Planned Area Development (Case Z13-0006) until April 22, 2014.

Upon vote, the motion carried unanimously 7 to 0.

18R. **Citizens Commission on Salaries for Elected City Officials**

Julie Ayers, Human Resources Director, outlined the discussions and the basis for the recommendation from the Citizens Commission on Salaries for Elected City Officials.

Motion was made by Vice Mayor Aames, seconded by Councilmember Leone, to accept the recommendation of the Citizens Commission on Salaries for Elected City Officials to increase Mayor and Council salaries by three and one-half percent.

Upon vote, the motion carried unanimously 7 to 0.

19R. **Code Amendment, Chapter 19, Personnel**

Julie Ayers, Human Resources Director, presented regarding a proposed Ordinance to amend Chapter 19 of the Peoria City Code. Ms. Ayers gave an overview of the Labor Taskforce established by the City Manager and provided a matrix of the issues and a summary of the recommendations identified by the Taskforce.

Joe Manning, representing the Peoria Firefighters, addressed Council to voice opposition to Issue Summary No. 9 regarding staggered labor contract terms.

Discussion ensued regarding:

- Access to Council during the negotiation process
- Concerns regarding employees being represented by a labor group
- Staggered labor contract terms

Motion was made by Councilmember Carlat, seconded by Councilmember Edwards, to modify **ORD. 2014-12** by deleting Section 19-21(2)(e) pertaining to staggered labor contract terms.

Councilmember Leone amended the motion to modify **ORD. 2014-12** by deleting Section 19-20(b) pertaining to signature requirements on petitions to decertify an employee organization. The amended motion was seconded by Councilmember Rivero.

Upon vote, the amended motion carried 4 to 3, with Mayor Barrett, Councilmember Carlat and Councilmember Patena voting "no".

Upon vote, the main motion to modify **ORD. 2014-12** by deleting Section 19-21(2)(e) pertaining to staggered labor contract terms carried 6 to 1, with Councilmember Leone voting "no".

20R. **Proposed Charter Amendment, Article II, Sections 14 and 15, Agenda Item Placement**

Tammy Shreeve, Council Office and Grant Program Manager, provided a brief overview of the request to consider placing a proposed amendment to the Peoria City Charter on the August 2014 Regular Election ballot regarding Council Meeting agenda items.

Discussion ensued regarding placing a proposed City Charter amendment on the ballot that was previously rejected by the voters.

Motion was made by Vice Mayor Aames, seconded by Councilmember Rivero, to adopt **RES. 2014-44** providing for submission of an amendment of the Peoria City Charter to the Qualified Electors of the City pertaining to Article II, Sections 14 and 15 pertaining to Council, Boards, Commissions and Committees of the City and Special Meetings.

Upon vote, the motion carried 4 to 3, with Mayor Barrett, Councilmember Carlat and Councilmember Patena voting "no".

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager

21. **Council Calendar**

22. **Reports**

Carl Swenson, City Manager, provided information to Council related to the following item:

A. Council Subcommittee Update

John Sefton, Community Services Director, provided information on the following events:

B. Peoria Arts & Cultural Festival
C. 38th Annual Dolly Sanchez Memorial Easter Egg Hunts

Reports from City Council:

Council Youth Liaison Prior commended the Fire Department for their quick response to an alleged bomb threat at Liberty High School.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone reminded citizens to attend the Organic Market held each Saturday from 9:00 a.m. to 2:00 p.m. at Park West. Councilmember Leone reminded residents that FreshStart Church, located at 14185 North 83rd Avenue, distributes produce on the first Thursday of each month beginning at 8:00 a.m.

Councilmember Carlat announced that a ribbon cutting to celebrate the completion of the Agua Fria Truck Road Reliever project will be held on Monday, April 14, 2014 near 112th Avenue and Rose Garden Lane beginning at 9:00 a.m.

Councilmember Edwards extended his appreciation to staff for their participation in making the 2014 P83 party a successful event.

Council Youth Liaison Jelinek announced that Peoria High School student Camrae McManaman was named the 2014 Youth of the Year by the Boys and Girls Clubs of Arizona. Mr. Jelinek extended his congratulations to Todd Wolf, a teacher at Centennial High School, who received the Silver Apple Award from 3TV for his commitment to education. Mr. Jelinek welcomed James Kistner to the Peoria Unified School District Governing Board.

Councilmember Patena congratulated Councilmember Edwards on the success of the P83 event. Councilmember Patena announced that Peoria was a finalist in the Age-Friendly Community Competition at the “All Ages, One Region” conference hosted by the Maricopa Association of Governments.

Vice Mayor Aames reported on his attendance at the P83 party.

Reports from the Mayor:

Mayor Barrett reported on the Fix-a-Leak Week Race sponsored by the Arizona Municipal Water Users Association. Mayor Barrett announced that approximately $11,000 had been raised from the Sunset Lions Club Tee Off for Sight Golf Tournament to benefit the Arizona Lions Sight and Hearing Foundation.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:03 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 1st day of April, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 1st day of July, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 22, 2014

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 7:02 p.m.

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

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

Council Youth Liaisons: Jacob Jelinek and Thomas Prior.

Members Absent: None

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; Andy Granger, Engineering 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 and Budget Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Rebecca Zook, Deputy Economic Development Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 70 members of the public were present.

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

Presentation:

1. Hero Award

Katrina Eaton, United Blood Services Donor Recruitment representative, presented the HERO Award to Mayor Barrett in honor of the City's outstanding leadership in blood drive coordination.

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

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

Councilmember Edwards requested that Agenda Item 8C be removed for separate discussion. Councilmember Leone requested that Agenda Item 10C be removed for separate discussion.

Motion was made by Vice Mayor Aames, seconded by Councilmember Carlat, to approve the Consent Agenda with the exception of Agenda Items 8C and 10C. Upon vote, the motion carried unanimously 6 to 1, with Councilmember Leone voting "no".

2C. **Annexation, Maricopa County Right-of-Way, Williams Road**

Adopted **ORD. 2014-14** annexing Maricopa County Right-of-Way regarding Williams Road.

3C. **Annexation, Maricopa County Right-of-Way, 89th Avenue**

Adopted **ORD. 2014-15** annexing Maricopa County Right-of-Way regarding 89th Avenue.

4C. **Code Amendment, Chapter 12, 2013 Model City Tax Code Changes**

Adopted **ORD. 2014-17** amending Chapter 12 of the Peoria City Code (1992 Edition) pertaining to sales taxes to incorporate the 2013 Model City Tax Code changes.

5C. **Grants, Governor's Office of Highway Safety, Highway Safety Projects**

(a) Authorized the City Manager to accept $54,500 from the Governor's Office of Highway Safety for participation in two highway safety projects; and

(b) Approved a budget amendment in the amount of $54,500 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant account.

6C. **Intergovernmental Agreement, Arizona Sports and Tourism Authority**

Approved an Intergovernmental Agreement with the Arizona Sports and Tourism Authority for partial reimbursement of the Peoria Sports Complex renovation costs.

7C. **Contract, Employee Assistance Program**

Approved the term contract for Employee Assistance Program services to Managed Health Network.

8C. **Contract Amendment, Valley Rain Construction, Skunk Creek Trailhead, 83rd Avenue and Skunk Creek Bridge**

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

At the request of Councilmember Edwards, Agenda Item 8C was pulled from the Consent Agenda for separate discussion.

Ed Striffler, Design and Construction Manager provided a brief overview of the Skunk Creek Trailhead construction. Information included:

- History
- Trailhead amenities
- Project budget
- Budget challenges
- Safety railing requirements
- Project schedule

In response to questions from Council, Mr. Striffler reported that the Flood Control District of Maricopa has allowed the City to propose alternative safety railing designs to meet the railing requirement stipulated by the District.

Councilmember Edwards requested the City seek public input regarding the designs of the safety railing to be installed.

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

(a) Approve a Contract Amendment to Valley Rain Construction in an amount not to exceed $1,130,500 for construction of the Skunk Creek Trailhead at 83rd Avenue; and

(b) Approve a budget amendment in the amount of $205,000 from the General Fund Contingency account to the Proposed General Obligation Bond Fund, Skunk Creek Trailhead at 83rd Avenue, Park Improvements account.

Upon vote, the motion carried unanimously 7 to 0.

9C. **Contract Amendment No. 2, Felix Construction Company, Well Head Water Quality Mitigation Project**

Approved Contract Amendment No. 2, in the amount of $1,149,785 for Felix Construction Company to provide construction for the Well Head Water Quality Mitigation project.

10C. **Contract Amendment, City Manager**

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

At the request of Councilmember Leone, Agenda Item 10C was pulled from the Consent Agenda for a separate vote.

Motion was made by Councilmember Carlat, seconded by Councilmember Patena to approve an amendment to the Terms and Conditions of Employment Agreement with the City Manager.

Upon vote, the motion carried 5 to 2, with Councilmember Leone and Councilmember Rivero voting "no".

11C. **Settlement Agreement, Youatt v. Parkey and City of Peoria**

(a) Approved a settlement agreement in the amount of $375,000; and

(b) Authorized the City Attorney to execute all necessary documents in the matter of Christina Youatt v. Kyle Lewis Parkey and City of Peoria, CV2012-011304.

12C. **Call and Notice of Election**

(a) Directed the City Clerk to publish the Call and Notice of Election for a Citywide Primary Election on August 26, 2014 and if necessary, a General Election on November 4, 2014; and

(b) Authorized the City Clerk and the City Attorney to take all action necessary to conduct the elections.

13C. **Maintenance Improvement District No. 1154, Vistancia Village A, Parcel A16, 119th Avenue and Ridgeline Road**

Approved the Petition for Formation and adopted **RES. 2014-37** intention and ordering the formation of proposed Maintenance Improvement District No. 1154, Vistancia Village A, Parcel A16, located at 119th Avenue and Ridgeline Road; and adopted **RES. 2014-38** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

14C. **Deeds and Easements, Various Locations**

Adopted **RES. 2014-53** accepting Deeds and Easements for various Real Property interests acquired by the City.

15C. **Final Plat, Fry's No. 45 Fuel Center, 75th Avenue and Cactus Road**

Approved the Final Plat of Fry's No. 45 Fuel Center, located at 75th Avenue and Cactus Road, subject to stipulations.

16C. **Final Plat, Cibola Vista Condominiums Phase One, Lake Pleasant Parkway and Cibola Vista Drive**

Approved the Final Plat of Cibola Vista Condominiums Phase One, Lake Pleasant Parkway and Cibola Vista Drive, subject to stipulations.

17C. **Replat, Tierra Del Rio Parcels 20A & 21A, 99th Avenue and Jomax Road**

Approved the Replat of Tierra Del Rio Parcels 20A & 21A, located at 99th Avenue and Jomax Road, subject to stipulations.

REGULAR AGENDA

Unfinished Business:

18R. **PUBLIC HEARING - Rezoning, Happy Valley 40, 83rd Avenue and Happy Valley Road**

Staff Report:

Chris Jacques, Planning and Community Development Director, provided an overview of the request to rezone approximately 45.7 gross acres of undeveloped property located west of the southwest corner of 83rd Avenue and Happy Valley Road from Single-Family Residential to the Happy Valley 40 Planned Area Development.

Mr. Jacques presented the following information pertaining to the proposed development:

- Site background
- Site context
- Area context
- Existing conditions
- Conceptual development plan
- Neighborhood character elements
- Citizen participation
- Conformance with the General Plan
- Target density
- Land use transition and compatibility

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the rezoning request.

Mike Curley, representing the applicant, provided a presentation on the proposed development. Mr. Curley discussed the modifications to the project which resulted in a reduction in the number of lots and increased open space.

Paul Gilbert, representing the La Caille Homeowners Association and many of the neighbors in the immediate area, provided a presentation to substantiate their opposition of the zoning case.

Mr. Gilbert discussed the possibility that the City is setting precedence for the future owner of the State Land parcel surrounding the property on three sides if the rezoning request to allow 12,000-square foot lots is approved.

Mr. Gilbert suggested a compromise for the development that proposes 35,000-square foot lots as a buffer against the State Land parcel along the property's southern border.

The following citizens addressed Council citing their concerns in opposition of the rezoning request:

Thomas Jones
Greg Stultz
Jeannie Kennedy
Michael Wood
Kent Ashton

The following citizens addressed Council in support of the rezoning request and the proposed development:

Dan Van Ness
Tim Hammer
Jeff Skidmore
Earl Blose
Robert Knox
Mark Haite
Mark Rodriguez
Michael Ullery
Shayne Williams
Scott Martenson

Discussion ensued regarding future development of the State Land parcel and preservation of the natural open space along the Happy Valley corridor.

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

COUNCIL ACTION:

Motion was made by Councilmember Carlat, seconded by Councilmember Patena, to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2014-13,** rezoning approximately 45.7 gross acres located west of the southwest corner of 83rd Avenue and Happy Valley Road from Single Family Residential, R1-35 to the Happy Valley 40 Planned Area Development (Z13-0006).

Upon vote, the motion carried unanimously 7 to 0.

New Business:

19R. **PUBLIC HEARING - Liquor Licenses, Various Locations**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the State Liquor Board for:

(a) A Person to Person Transfer for an On-Sale All Liquor License (Series 06) for Trilogy Golf Club At Vistancia, located at 12575 West Golf Club Drive, Andrea D. Lewkowitz, Applicant, LL#20010043;

(b) A New Restaurant Liquor License (Series 12) for Smashburger #1398, located at 9918 West Happy Valley Road Suite #1030, Andrea D. Lewkowitz, Applicant, LL#20010109;

(c) A New Restaurant Liquor License (Series 12) for Osaka Teppanyaki Sushi & Bar, located at 16049 North Arrowhead Fountain Drive #B, Wen Zhu, Applicant, LL#20009737; and

(d) Sampling privileges to be added to Fry's Food & Drug's existing Off-Sale All Liquor License (Series 09), located at 9245 West Union Hills Drive, 9043 West Olive Avenue, 8375 West Deer Valley Road and 7455 West Cactus Road, Robert J. Nelson, Applicant, LL#14144, LL#14780, LL#19439 and LL#14779.

Mr. Mattingly advised that the properties were posted in accordance with Arizona law, all fees were paid, all reviewing Departments recommended approval and no comments were received from the public.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the requests for:

(a) A Person to Person Transfer for an On-Sale All Liquor License (Series 06) for Trilogy Golf Club At Vistancia, located at 12575 West Golf Club Drive, Andrea D. Lewkowitz, Applicant, LL#20010043;

(b) A New Restaurant Liquor License (Series 12) for Smashburger #1398, located at 9918 West Happy Valley Road Suite #1030, Andrea D. Lewkowitz, Applicant, LL#20010109;

(c) A New Restaurant Liquor License (Series 12) for Osaka Teppanyaki Sushi & Bar, located at 16049 North Arrowhead Fountain Drive #B, Wen Zhu, Applicant, LL#20009737; and

(d) Sampling privileges to be added to Fry's Food & Drug's existing Off-Sale All Liquor License (Series 09), located at 9245 West Union Hills Drive, 9043 West Olive Avenue, 8375 West Deer Valley Road and 7455 West Cactus Road, Robert J. Nelson, Applicant, LL#14144, LL#14780, LL#19439 and LL#14779.

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

Council Action:

Motion was made by Vice Mayor Aames, seconded by Councilmember Edwards, to recommend approval to the State Liquor Board for:

(a) A Person to Person Transfer for an On-Sale All Liquor License (Series 06) for Trilogy Golf Club At Vistancia, located at 12575 West Golf Club Drive, Andrea D. Lewkowitz, Applicant, LL#20010043;

(b) A New Restaurant Liquor License (Series 12) for Smashburger #1398, located at 9918 West Happy Valley Road Suite #1030, Andrea D. Lewkowitz, Applicant, LL#20010109;

(c) A New Restaurant Liquor License (Series 12) for Osaka Teppanyaki Sushi & Bar, located at 16049 North Arrowhead Fountain Drive #B, Wen Zhu, Applicant, LL#20009737; and

(d) Sampling privileges to be added to Fry's Food & Drug's existing Off-Sale All Liquor License (Series 09), located at 9245 West Union Hills Drive, 9043 West Olive Avenue, 8375 West Deer Valley Road and 7455 West Cactus Road, Robert J. Nelson, Applicant, LL#14144, LL#14780, LL#19439 and LL#14779.

Upon vote, the motion carried unanimously 7 to 0.

Mayor Barrett declared a short recess at 8:55 p.m. and resumed the meeting at 9:02 p.m.

20R. **PUBLIC HEARING - Minor Amendment Camino a Lago Specific Area Plan**

Clerk's Note: Agenda Items 20R and 21R were presented together.

Staff Report:

Chris Jacques, Planning and Community Development Director, provided an overview of the request to amend the underlying Camino a Lago Specific Area Plan and a request to amend a portion of the Meadows Planned Community District which is located within the Camino a Lago Plan Area.

Mr. Jacques presented the following information pertaining to the proposed amendments for The Meadows Planned Community:

- Site context
- Area context
- Existing conditions
- Existing Specific Area Plan
- Proposed Specific Area Plan
- Existing and proposed development plan
- Conceptual landscape plan
- Citizen participation
- Land use compatibility
- Neighborhood design elements and amenities

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a minor amendment to the Camino a Lago Specific Area Plan to modify the land use designations for 259 of the 1,352 acres in the plan area from Estate-Low Density Residential (0-1.1 du/ac) to Estate-High Density Residential (1.1-2 du/ac) and Low-Medium Density Residential (2.0-3.59 du/ac) and amend the maximum number of residential lots in the total Specific Area Plan from 3,665 to 4,031.

Ed Bull, representing the applicant, extended his appreciation to staff, the Planning and Zoning Commission, the City Council and the citizens who provided input pertaining to the proposed development. Mr. Bull advised he was in attendance to address any questions that may arise.

Christian Williams addressed Council in support of the development. Mr. Williams voiced his opinion that the increased density makes fiscal sense for the City by allowing additional residents in the area that would support the many vacant shopping and power centers. Mr. Williams stated his belief that a diverse density of lot sizes in the community will offer a strengthened housing market. Mr. Williams suggested that the name of the development be changed in order for the community to have a unified identity.

John Bolley advised he would support the project if the residential units on the lots abutting Pinnacle Peak Road or 91st Avenue be restricted to single-story homes with a minimum lot size of 24,000 square feet.

Troy Hill spoke in support of the project.

Beth Joice addressed Council in support of the project as long as the concerns she posed to the developer were addressed.

Mr. Bull acknowledged that the residential units on the perimeter lots along 91st Avenue and Pinnacle Peak Road would be restricted to single-story homes with a minimum lot size of 24,000 square feet. Mr. Bull confirmed the restriction was outlined in the Reinstated and Amended Declaration of Covenants, Conditions, Restrictions and Easements (CC&R's) for The Meadows since it was not part of the zoning amendment. (Clerk's Note: The referenced section of the CC&R's have been incorporated as part of the minutes.)

Mr. Bull advised that the applicant is considering changing the name of the development as requested by Mr. Williams.

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

Council Action:

Motion was made by Councilmember Edwards, seconded by Vice Mayor Aames, to concur with the Planning and Zoning Commission's recommendation for case GPA13-0009 and adopt **RES. 2014-54,** approving an amendment to the Camino a Lago Specific Area Plan to modify the land use designations for 259 of the 1,352 acres in the plan area from Estate-Low Density Residential (0-1.1 du/ac) to Estate-High Density Residential (1.1-2 du/ac) and Low-Medium Density Residential (2.0-3.59 du/ac) and amend the maximum number of residential lots in the total Specific Area Plan from 3,665 to 4,031.

Upon vote, the motion carried unanimously 7 to 0.

21R. **PUBLIC HEARING - Major Amendment to The Meadows Planned Community District, 91st Avenue and Deer Valley Road**

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a major amendment to The Meadows Planned Community District (PCD), modifying approximately 259 acres of the 694 acre PCD to increase the maximum number of lots from 1,508 to 1,874 and modifying the minimum lot size in this portion of the PCD from 24,000 square feet to 18,000, 10,000, and 7,000 square feet respectively (Zoning Case Z07-10A.3).

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

Council Action:

Motion was made by Councilmember Edwards, seconded by Vice Mayor Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2014-16,** approving a major amendment to The Meadows Planned Community District (PCD), modifying approximately 259 acres of the 694 acre PCD to increase the

maximum number of lots from 1,508 to 1,874 and modifying the minimum lot size in this portion of the PCD from 24,000 square feet to 18,000, 10,000, and 7,000 square feet respectively (Zoning case Z07-10A.3).

Upon vote, the motion carried unanimously 7 to 0.

Clerk's Note: Councilmember Rivero left the meeting at 9:34 p.m.

22R. **Contracts, Dental Insurance**

Julie Ayers, Human Resources Director, provided a brief overview of the request to transfer the City's dental coverage into the Employee Benefits Trust to improve coordination and management of the medical and dental programs.

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

(a) Move the dental insurance to the Employee Benefits Trust Board;

(b) Award term contracts for Dental Insurance benefits; and

(c) Approve a Fiscal Year budget amendment in the amount of $771,029 from the General Fund Contingency account to the Employee Benefits Trust Claims account in the amount of $730,919 and the Employee Benefits Trust Other Professional Services account in the amount of $40,110.

Upon vote, the motion carried unanimously 6 to 0.

23R. **Adoption of Tentative Budget for Fiscal Year 2015**

Katie Gregory, Deputy Finance and Budget Director, outlined the proposed Tentative Annual Budget for Fiscal Year 2015. Information included:

- Council involvement in budget development
- Fiscal Year 2015 Budget approach
- Operating Budget
- Capital Budget
- Budget history
- Summary of the Fiscal Year 2015 Budget
- Budget adoption schedule

Motion was made by Vice Mayor Aames, seconded by Councilmember Carlat, to adopt **RES. 2014-55** approving the Tentative Annual Budget in the amount of $470,000,000 for Fiscal Year 2015.

Upon vote, the motion carried unanimously 6 to 0.

24R. **Fiscal Years 2015-2024 Capital Improvement Program**

Katie Gregory, Deputy Finance and Budget Director, outlined the Capital Improvement Program for Fiscal Years 2015 through 2024. Information included:

- Key considerations in the Capital Improvement Program development
- 10-year funding sources
- 10-year planned uses
- History of adopted 10-year Capital Improvement Program
- Capital Improvement Program schedule

Motion was made by Councilmember Carlat, seconded by Vice Mayor Aames, to adopt **RES. 2014-56** approving the Fiscal Years 2015-2024 Capital Improvement Program.

Upon vote, the motion carried unanimously 6 to 0.

25R. **Reconsideration of Council Action, Adoption of Resolution 2014-44, Agenda Item 20R April 1, 2014**

Clerk's Note: Only those members of Council who were on the prevailing side on April 1, 2014 may make a motion for reconsideration.

Steve Kemp, City Attorney, explained that if the motion to reconsider is passed, the matter will then be reopened for debate.

Motion was made by Councilmember Edwards, seconded by Councilmember Patena, to reconsider City Council action of April 1, 2014 approving Agenda Item 20R and adopting **RES. 2014-44**.

Upon vote, the motion carried 4 to 2 with Vice Mayor Aames and Councilmember Leone voting "no".

Tammy Shreeve, Council Office and Grant Program Manager, provided a brief overview of the request for City Council to consider placing a proposed amendment to the Peoria City Charter on the August 2014 Regular Election Ballot pertaining to Agenda Placement on Regular Meetings of Council, Boards, Commissions and Committees and Special Meetings of the City Council.

At the request of Council, Mr. Kemp reviewed the current process outlined in the Peoria City Charter for members of the Council to request an item be placed on a City Council Meeting agenda. Mr. Kemp discussed the potential violations of the Open Meeting Laws when requiring four members of the Council to request that an item be placed on a Council agenda.

Discussion ensued regarding:

- Transparency
- Administrative process for agenda item placement

Motion was made by Councilmember Edwards, seconded by Councilmember Patena, to adopt **RES. 2014-44** providing for submission of an amendment of the Peoria City Charter to the Qualified Electors of the City pertaining to Article II, Sections 14 and 15 pertaining to Council, Boards, Commissions and Committees of the City and Special Meetings.

Upon vote, the motion failed 3 to 3, with Mayor Barrett, Councilmember Carlat and Councilmember Patena voting "no".

Clerk's Note: On a tie vote, a motion requiring a majority vote causes the motion to be rejected.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

A. Party for the Planet & Family Movie Under the Stars

John Sefton, Community Services Director, provided information on the month-long Party for the Planet celebration. Mr. Sefton reported on the City-sponsored activities offered to citizens to help the environment.

B. ParkFest! @ Terramar

John Sefton, Community Services Director, provided information on the ParkFest! Event to be held at Terramar Park, located at 6900 West Happy Valley Road, on Saturday, April 26, 2014 beginning at 9:00 a.m.

C. City of Peoria "Clean Air Champion" Recognition

Carl Swenson, City Manager, announced that the City of Peoria received the "Clean Air Champion" award from the State of Arizona Clean Cities Coalition.

D. Tamara Shreeve - Arizona Board of Psychologist Examiners Appointment

Carl Swenson, City Manager, congratulated Tamara Shreeve, Council Office and Grant Program Manager, for her appointment as a public member to the Arizona Board of Psychologist Examiners.

Reports from City Council:

Council Youth Liaison Prior reported on the upcoming Youth Government Day to be held on Thursday, April 24, 2014.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone invited residents to a community event to be held at Scotland Yard Park, located at 9251 West Scotland Avenue, on Saturday, April 26, 2014 beginning at 11:00 a.m.

Councilmember Carlat provided historical information on the Dolly Sanchez Easter Egg Hunt.

Councilmember Edwards reported on the various City of Peoria activities he attended. Councilmember Edwards encouraged citizens to attend a public meeting regarding the P83 project to be held at the Arizona Broadway Theatre, located at 7701 West Paradise Lane, on Monday, May 5, 2014 beginning at 5:00 p.m.

Council Youth Liaison Jelinek congratulated Ms. Shreeve on her appointment to the Arizona Board of Psychologist Examiners.

Councilmember Patena reported on the various City of Peoria activities he attended. Councilmember Patena commended Councilmember Carlat for her commitment to the Agua Fria Truck Road Reliever project.

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

Reports from the Mayor:

Mayor Barrett invited volunteers to celebrate Arbor Day by planting trees donated by the Sunset Lions Club. The event is scheduled to begin at 7:00 a.m. on Saturday, April 26, 2014 at 81st Avenue and Oraibi Drive.

Mayor Barrett urged citizens to attend the American Cancer Society's Relay for Life charitable event to be held at the Peoria Sports Complex on Saturday, April 26, 2014 beginning at 6:00 p.m.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 10:19 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 22nd day of April, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 1st day of July, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

Agenda Item: 5C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 16, 2014 **Council Meeting Date: July 1, 2014**

TO: Carl Swenson, City Manager

FROM: John Imig, IT Director/Chief Technology Officer

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement with the City of Buckeye to Provide Radio Subscriber Support Services

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Purpose:

This is a request for City Council to authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the City of Peoria and the City of Buckeye for Peoria to provide radio subscriber support services. This would allow Buckeye to receive limited radio maintenance services and allow Peoria to bill for services provided.

Background/Summary:

The Cities of Peoria and Buckeye are both members of the Regional Wireless Cooperative Radio System (RWC). Members of the RWC are each responsible for the programming, updates and maintenance required on their radio subscriber equipment (i.e. mobile, portable and base-station (console) radios). Peoria has the equipment and staff expertise required to provide limited subscriber maintenance services such as programming, encryption key loading and template development. Buckeye does not currently have staffing, equipment and training to perform these services in house.

As a key member of the RWC and in its role as a regional partner, Peoria has provided operational radio services support to the Cities of Surprise and El Mirage, after Council approved similar IGAs in 2010 with those communities. This IGA establishes formal processes, costs and invoicing methods to provide charged services on an hourly basis.

Previous Actions:

In November, 2010, Council approved similar IGAs with the Cities of Surprise and El Mirage.

Options: *(include as many as reasonable)*

A: The Council could approve entering into this IGA.

B: The Council could decline to approve this IGA.

Staff's Recommendation:

Staff recommends that the Council authorizes the City Manager to enter into this IGA with the City of Buckeye.

Fiscal Analysis:

Any costs associated with providing radio services to the City of Buckeye will be recuperated through billing on an hourly basis. Some revenue may be generated from this IGA, but IT is unable to make any projections as to how much because services will be rendered as necessary and requested by the City of Buckeye.

Exhibit(s):

Exhibit 1: Intergovernmental Agreement for Radio Subscriber Services

Contact Name and Number: John Imig, Information Technology Director, 623-773-7253

RESOLUTION NO. 59-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE CITY OF PEORIA RELATING TO RADIO SUBSCRIBER SUPPORT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The Intergovernmental Agreement with the City of Peoria relating to radio subscriber support services (the "Agreement") is hereby approved in substantially the form and substance of Exhibit A, attached hereto and incorporated herein by reference.

Section 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 5th day of August, 2014.

_____
Jackie A. Meck, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Scott W. Ruby, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 59-14

[Agreement]

(See the following pages.)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
THE CITY OF PEORIA
FOR
RADIO SUBSCRIBER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of August 5, 2014 (the "Effective Date") between the City of Buckeye, an Arizona municipal corporation ("Buckeye") and the City of Peoria, an Arizona municipal corporation ("Peoria").

RECITALS

A. Buckeye desires to have Peoria provide radio subscriber support services to the Buckeye Police Department.

B. Peoria has the necessary equipment and expertise to provide radio subscriber services to Buckeye.

C. Buckeye and Peoria each have funding available in their budgets to provide for the costs associated with this Agreement.

D. Buckeye and Peoria are authorized to enter into this Agreement pursuant to Ariz. Rev. Stat. § 11-952.

E. The Parties desire to enter into this Agreement to establish the rights and responsibilities with respect to Peoria providing Buckeye with radio subscriber services as set forth in Section 2 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement shall remain in full force and effect from August 5, 2014 until June 30, 2015 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) Buckeye deems the Agreement to be in the best interests of Buckeye, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, Buckeye requests, in writing, to extend the Agreement for an additional one-year term and (iii) Buckeye approves the additional one-year term in writing (including any cost adjustments approved as part of this Agreement), as evidenced by the

signature thereon of the City Manager, which approval may be withheld for any reason. Buckeye's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that Buckeye may, at its discretion and with the agreement of Peoria, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Services. Peoria shall provide Buckeye with routine services on subscriber equipment, including programming, troubleshooting, maintenance and repair on an as needed basis, Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m. (the "Routine Services"). In addition to the Routine Services, Peoria may be available to provide critical services outside of normal business hours on a per-case basis.

3. Compensation. Buckeye shall pay Peoria for the Services as follows:

3.1 $75.00 per hour (one-hour minimum required).

3.2 After the first hour, rates for the Services will be calculated in quarter-hour increments (at $18.75 per every 15 minutes).

3.3 For on-site service, there will be an additional trip charge of $75.00, plus mileage at the current federal mileage reimbursement rate.

3.4 For the Initial Term and for each subsequent Renewal Term, if any, Buckeye shall pay Peoria an annual aggregate amount not to exceed $10,000 for the Services at the unit rates as set for in this Section 3. The maximum aggregate amount for this Agreement shall not exceed $50,000.

4. Payments. Buckeye shall pay Peoria on a quarterly (three month) basis, based upon work performed to date and upon submission and approval of invoices.

5. Capital and Operating Expenditures Nothing in this Agreement shall be construed as committing Buckeye to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

6. Oversight; Acceptance. All Services shall be subject to oversight and acceptance by Buckeye at reasonable times during Peoria's performance.

7. Materials. Buckeye has no obligation to provide tools, equipment or materials to Peoria for the performance of the Services. Each Party shall be solely responsible for the costs of repair of damage to equipment, materials or tools caused by such Party.

8. Performance Warranty. Peoria warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

9. Liability and Indemnification. Each Party agrees that it will be responsible for any

liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that Party to the extent arising from any negligent, reckless or intentional act or omission by any of that Party's employees, agents or servants in connection with work or servcies performed pursuant to this Agreement. To the extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as an "Indemnified Party") for from and against any and losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are cause by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions in connection with the work or services of the other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risk that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

11. Termination; Cancellation.

11.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 60 days' written notice to the other Party.

11.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

11.3 Agreement Subject to Appropriation. Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Party concerning budgeted purposes and appropriation of funds. Should a Party elect not to appropriate and budget funds to pay its obligations under this Agreement, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of a Party's obligations set forth in this Agreement in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligation under this Agreement. The obligation to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Parties. Each Party hereby waives any and all rights to bring any action against the other Party from or relating in any way to such Party's termination of this Agreement pursuant to this Subsection 11.3.

12. Miscellaneous.

12.1 Independent Contractor. Peoria acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Buckeye, except as provided in Section 12.13 below. Peoria, its employees and subcontractors are not entitled to workers' compensation benefits from Buckeye. Buckeye does not have the authority to supervise or control the actual work of Peoria, its employees or subcontractors. Peoria, and not Buckeye, shall determine the time of its performance of the services provided under this Agreement so long as Peoria meets the requirements set forth herein. The Parties do not intend to nor will they combine business operations under this Agreement. Peoria is advised that taxes or Social Security payments will not be withheld from any Buckeye payment issued hereunder and Peoria agrees to be fully and solely responsible for the payment of such taxes and any other taxes applicable to this Agreement.

12.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

12.3 Laws and Regulations. Both Parties shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Parties are responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

12.4 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Buckeye and Peoria. Any attempt at oral modification of this Agreement shall be void and of no effect.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

12.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.7 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by the City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by the City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

12.8 Subcontracts. Peoria shall not enter into any subcontract with any other party to furnish any of the Services specified herein without the prior written approval of the Buckeye.

12.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by Buckeye of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of Buckeye to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or Buckeye's acceptance of and payment for Services, shall not release Peoria from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of Buckeye to insist upon the strict performance of this Agreement.

12.10 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.11 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Buckeye:	City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326 Attn: Stephen S. Cleveland, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Scott W. Ruby, Esq.

If to Peoria: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345
Attn: Carl Swenson, City Manager

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (B) the following business day after being given to a recognized overnight delivery service, with the Party giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

12.13 Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

12.14 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

12.15 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

12.16 Disposition of Property Upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

13. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, each Party and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

"**Buckeye**"	"**Peoria**"
CITY OF BUCKEYE, an Arizona municipal corporation	CITY OF PEORIA, an Arizona municipal corporation
_____	_____
Stephen S. Cleveland, City Manager	Carl Swenson, City Manager
ATTEST:	ATTEST:
_____	_____
Lucinda J. Aja, City Clerk	Rhonda Geriminsky, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Scott W. Ruby Buckeye City Attorney	Stephen M. Kemp Peoria City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C

Date Prepared: June 17, 2014 **Council Meeting Date:** July 1, 2014

TO: **Carl Swenson, City Manager**

THROUGH: **Jeff Tyne, Deputy City Manager**

FROM: **Roy W. Minter, Chief of Police**

SUBJECT: **Acceptance of an Intergovernmental Agreement (IGA) between the State of Arizona through its Department of Public Safety (DPS) and City of Peoria Police Department to assign a police officer to the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM).**

Purpose:
Acceptance of an Intergovernmental Agreement (IGA) between the State of Arizona through its Department of Public Safety (DPS) and City of Peoria Police Department to assign a police officer to the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM).

Background/Summary:
The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

The State Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) is a specialized unit funded by the State of Arizona that has been organized to respond to requests from cities for gang suppression. Although this service is available to all cities in the valley, priority is given to cities who are actively participating in the task force. The officers assigned to GIITEM receive specialized training and equipment to address gang and immigration investigations. The GIITEM program reimburses participating cities 75% of the officer's salary, pays for GIITEM related overtime and provides the specialized equipment and vehicle needed for the assignment.

The Police Department is committed to the pursuit and prosecution of all offenders involved in criminal street level gang activity through the cooperative efforts of this multi-agency team (GIITEM). Additionally, our officer assigned to this team will provide the Department with multi-agency resources on gang-related issues and enforcement.

Previous Actions:
In FY09 the City Council accepted this agreement and approved a new Police Officer position for assignment to the GIITEM program (partially reimbursed by DPS). The City of Peoria Police Department has participated in this agreement every year since then.

Options:

A: Approve the acceptance of an Intergovernmental Agreement with DPS

B: Choose not to participate in this agreement with DPS

Staff's Recommendation:

Approve the acceptance of an Intergovernmental Agreement (IGA) between the State of Arizona through its Department of Public Safety (DPS) and City of Peoria Police Department to assign a police officer to the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM).

Fiscal Analysis:

There is no fiscal impact; DPS will reimburse the City for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary and benefits. In addition, DPS will reimburse up to eight (8) hours per month of overtime.

Narrative:

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

Exhibit 1: IGA with DPS and the City of Peoria Police Department

Contact Name and Number: Theresa Brenholt, 623-773-7062

A.G. CONTRACT NO: P0012014001940 **DPS CONTRACT NO:** 2014-072

INTERGOVERNMENTAL AGREEMENT REGARDING GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Peoria Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to _____.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work

week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Chief Roy W. Minter
Peoria Police Department
8351 West Cinnabar
Peoria, Arizona 85345

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: [redacted] DATE: 6/6/14

For Robert C. Halliday, Director
Arizona Department of Public Safety

APPROVED AS TO FORM:

[redacted] DATE: 6/5/14

Assistant Attorney General

PEORIA POLICE DEPARTMENT

BY: _____ DATE: _____

Roy W. Minter, Chief

CITY OF PEORIA

_____ DATE: _____

Carl Swenson, City Manager

ATTEST: APPROVED AS TO FORM:

_____ _____

Rhonda Geriminsky, City Clerk Steve Burg, City Attorney

Agenda Item: 7C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 16, 2014 **Council Meeting Date: July 1, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Intergovernmental Agreement – Arizona Game & Fish Commission

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Purpose:

This is a request for City Council to approve a new four-year Intergovernmental Agreement (IGA) with the Arizona Game and Fish Commission to maintain Rio Vista and Pioneer Lakes as facilities taking part in the Community 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 Community Fishing Program. Upon completion of the Lake at Pioneer Park, the Pioneer Park location was added to the Community Fishing Program.

Through the Community Fishing Program, the Arizona Game and Fish Commission promotes and stocks both the lake at Rio Vista and the lake at Pioneer Park, provides administrative services, enforces urban fishing rules and regulations and monitors water quality. In addition, regular fishing clinics are held at the lakes at Rio Vista and Pioneer Park.

Rio Vista and Pioneer Lakes are stocked with catchable rainbow trout from November through March, every two weeks, and channel catfish from March through November. During the period from approximately June 15 through September 15, catfish stocking ceases due to heat stress factors. At least once per year, sunfish will also be stocked into both Rio Vista and Pioneer Lakes. As needed, the Arizona Game and Fish Commission adjusts the stocking plan with other species to maintain a balanced fishery and improve angler success rates. Since the stocking schedule has been successful over the years at Rio Vista Lake and more recently at Pioneer Lake, this stocking schedule will continue with the new IGA.

Costs for the Community Fishing Program are $1,015 per lake surface acre for FY2015 and FY2016 and thereafter $1,030 per lake surface acre for the remainder of the term of this IGA. The chart below outlines the cost of the program relative to Rio Vista and Pioneer Lakes.

Lake	Acreage	FY2015	FY2016	FY2017	FY2018
Rio Vista	2.7	$2,741	$2,741	$2,781	$2,781
Pioneer	4.0	$4,060	$4,060	$4,120	$4,120
	TOTAL	**$6,801**	**$6,801**	**$6,901**	**$6,901**

A public information program will also be conducted by the city in partnership with the Arizona Game and Fish Commission. This includes public information kiosks at both lakes for posting of Community Fishing Program information for the public. Lake assessment reports are provided to the City by the Arizona Game and Fish Commission as well.

Previous Actions:
The previous IGA with the Arizona Game and Fish Commission (LCON08210) was entered into on June 25, 2010. An amendment to the original IGA (LCON08210A), adding Pioneer Lake to the Community Fishing Program, was entered into on June 21, 2013. The City Attorney's Office has reviewed the new IGA.

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

A. Authorize the approval of the IGA with the Arizona Game and Fish Commission to continue the Community Fishing Program at both Rio Vista and Pioneer Lakes.

B. Deny the IGA with the Arizona Game and Fish Commission and cease the Community Fishing Program in the City of Peoria.

Staff's Recommendation:
Staff recommends that City Council approve the IGA with the Arizona Game and Fish Commission to continue the Community Fishing Program with all included benefits for patrons of both Rio Vista and Pioneer Community Parks.

Fiscal Analysis:
The IGA with the Arizona Game and Fish Commission includes payments for the Community Fishing Program. Costs have been budgeted in both Community Parks operating budgets.

Exhibit 1: Intergovernmental Agreement between the Arizona Game and Fish Commission and the City of Peoria

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

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE
ARIZONA GAME AND FISH COMMISSION
AND
THE CITY OF PEORIA, AZ

Pursuant to A.R.S. § 11-952 *et. seq*., this Intergovernmental Agreement is made this _____ day of _____, 2014, by and through the Arizona Game and Fish Commission ("Commission"), and the City of Peoria ("City"). The terms "Department" and "Director" in this Agreement hereinafter refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission has statewide responsibility for the management of wildlife, including fish, and the City owns certain park lands, including artificial lakes which it maintains for public use as recreation areas; and,

WHEREAS, both entities desire to provide urban sport fishing recreational opportunity to the extent such a program is found practical; and,

WHEREAS, the Commission has authority under A.R.S. § 17-231(B)(7) to make agreements with other entities for the operation of wildlife facilities and the conduct of related management studies, and the City has authority under A.R.S. § 11-931, et seq. to provide recreation through a Community Services Department; and,

WHEREAS, the Department acts under the authority of the Commission;

NOW THEREFORE, the Parties agree to conduct a Community Fishing Program, as follows:

AGREEMENT:

The Commission agrees that the Department Shall:

1. Inform the public of the purpose and intent of the Community Fishing Program. This will include coverage in Department publications, website, and other outlets as well as the media (radio, television, newspapers) to ensure broad coverage. This may include conducting Sport Fishing Education programs (fishing clinics) for the general public and requesting groups in cooperation with the City. Specific scheduling information about Department sanctioned programs will be provided to the City as soon as possible.

2. Set regulations pertaining to license requirements and bag and possession limits specific to the designated Community Fishing waters herein.

3. Print and issue Community Fishing Licenses and other applicable licenses to

Department-authorized license dealers in the local area and statewide. Licenses will also be available from Department offices and online.

4. Stock Rio Vista and Pioneer lakes with catchable rainbow trout approximately every two weeks from November through March and channel catfish from March through November. Catfish stocking will cease from approximately June 14 through September 15 due to heat stress factors. Adjustments to these stocking schedules may be required due to climatic conditions, fish availability and condition, or lake water quality conditions.

   Stock sunfish at least once annually into Rio Vista and Pioneer lakes. 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.

5. Monitor basic water quality and biological indicators as needed to determine if lake conditions are suitable for fish stockings. Provide periodic lake assessment reports to the park manager. Notify the City by a phone call to the appropriate park management staff of any public health or safety concerns found by the Department.

6. For each participating water, design and provide one or more Fishing Information Stations (kiosks with bulletin board) so that current Community Fishing Program information may be posted for the public. Design and provide Community Fishing Program information and regulation signs, and replacements as needed, for all primary access points around each participating lake.

7. Conduct periodic angler surveys to ascertain angler effort and harvest, angler satisfaction, and performance success of the program.

8. Enforce Commission rules and regulations and Arizona Revised Statutes, Title 17 (Game and Fish laws). Cooperate and coordinate with local law enforcement officials, justice courts, and park staff to ensure angler compliance.

9. Provide advice, technical assistance, and guidelines on lake and fishery management to the City.

10. Work with the city to design and install suitable fish habitats as needed to provide adequate cover from predators and spawning habitats.

11. Establish an account to utilize funds paid to the Department by the City for operation of this program.

The City of Shall:

1. Inform park users of the Community Fishing Program and allow "Open to the Public" Sport Fishing Education programs at Rio Vista and Pioneer lakes. Install and maintain a Department-provided Fishing Information Station (kiosk with bulletin board) at each lake to post current Community Fishing Program information for the public.

2. Install the arch support frame(s) for the kiosk(s) and bulletin board(s) at mutually agreed-upon locations, and maintain as needed by removing graffiti, and notifying the Department of damage to the frame, and attached signage and/or kiosk.

3. Make information on the Community Fishing Program available to the public at park facilities, on the City website, and other outlets.

4. Provide the Department any necessary keys to locks and/or gates so gain access for stocking, monitoring water quality, or conducting creel surveys.

5. Pay to the Department the sum of $1,015 per surface acre of the lakes for FY15-16 budget cycle (Rio Vista is calculated at 2.7 surface acres, and Pioneer is calculated at 4.0 acres), and thereafter $1,030 per surface acre for FY17-18 in accordance with the following schedule:

Water	Area (Acres)	Stocking Strategy	FY15-16 Cost/acre	FY15 Cost	FY15 Due Date	FY16 Cost	FY16 Due Date	FY17-18 Cost/acre	FY17 Cost	FY17 Due Date	FY18 Cost	FY18 Due Date
Rio Vista	2.7	Traditional - biweekly Sep-Jun	$1,015	$2,741	7/31/2014	$2,741	7/31/2015	$1,030	$2,781	7/31/2016	$2,781	7/31/2017
Pioneer	4	Traditional - biweekly Sep-Jun	$1,015	$4,060	7/31/2014	$4,060	7/31/2015	$1,030	$4,120	7/31/2016	$4,120	7/31/2017
			TOTAL	$6,801	7/31/2014	$6,801	7/31/2015	TOTAL	$6,901	7/31/2016	$6,901	7/31/2017

These funds shall be used to defray the cost of program operations, including costs for fish required hereunder; 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.

6. Promptly notify the Department of anticipated and emergency management measures that may affect the management and operations of the Community Fishing Program. This may include lake and landscape construction or repairs, water supply or aeration disruptions, and other activities or occurrences that may affect public health, safety, and access to fishing and stocking activities.

7. With assistance from the Department, develop and/or implement lake management plans for each water that include operation and maintenance of the lake, the sport

fishery, and facilities and accommodations for anglers.

8. Monitor and maintain the lakes and water quality in a manner consistent with all other requirements and regulations upon the City. Regularly remove trash and debris from the lakes. Remove and dispose of dead fish in a timely manner and notify the Department CFP Manager if there is an unusual amount of dead or dying fish. Actively control nuisance aquatic vegetation, excessive or harmful algae blooms, and any aquatic invasive species.

9. Discourage excessive populations of domestic waterfowl and remove as necessary. Discourage populations of cormorants, a fish eating aquatic bird, through park landscape management and other permissible techniques. Allow the Department to conduct Migratory bird depredation activities as needed, and as permitted by the U.S. Fish and Wildlife Service.

10. For lakes with aeration systems, maintain a fully operational system to support good water quality. Ensure that aeration systems or other lake management systems are not limiting angler access or use, unless necessary to conduct maintenance or repairs. Manage and integrate landscape activities to be compatible with the maintenance of good lake water quality.

11. Assist in the enforcement of State, City and Park codes, rules, regulations and laws (including ARS Title 12 and Title 17 Game and Fish Laws), as applicable. Assist the Department in the enforcement of fishing laws by reporting violations or suspected violations to the Department Operation Game Thief hotline (1-800-352-0700), by verbal warnings, and by citations as necessary to achieve compliance goals.

12. Provide and maintain angler access to shoreline areas at each lake and provide suitable shoreline accommodations for angler use year round.

13. Provide access to the waters so that Sport Fishing Education contractors, Department personnel, and volunteer instructors may conduct Sport Fishing Education programs at no charge.

14. 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 and Pioneer lakes.

<u>The Parties Mutually Agree To</u>:

1. Work in harmony for the common purpose of managing a Community Fishing Program. Encourage a united and professional approach by personnel of both Parties in seeking solutions to problems and challenges that may arise in fish and angler management programs.

2. Meet annually at the supervisory level to discuss issues, operations and maintenance, planning, budgeting, and other activities relating to park management and the Community Fishing Program. To review accomplishments and to develop and prioritize activities for the coming year, joint meetings will be held as necessary to foster close cooperation on Agreement implementation and Community Fishing Program operations.

3. Cooperate and exchange biological, management and other information useful in the effective operation of a Community Fishing Program.

4. Seek to obtain funding opportunities for projects that: 1) create, enhance, or restore fish habitat, water quality, or angler access; or 2) increase or enhance recreational angling opportunity. These funds may be transferred directly, or through reimbursement, to the City. Funding availability through the Department is uncertain, but may include support through the Sport Fish Restoration Federal Assistance Program, State Wildlife Grant Program, Arizona Heritage Fund, or other sources. To provide for the future transfer of special funds, the Parties agree to enter into mutually acceptable collection agreements. Future agreements will be developed within the framework of this Intergovernmental Agreement, and applicable grant and agreement requirements are to be approved by agency directors.

General Provisions:

1. Effective Date and Duration. This Agreement shall not be in effect until signed by all Parties hereto. Unless terminated earlier by operation of the terms of this Agreement, or by agreement of the Parties in writing, this four (4) year Agreement will terminate on June 30, 2018.

2. Termination Generally. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement will cease, and all unencumbered monies deposited for use by the Department will be returned to the City.

3. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, or first class mail, postage prepaid, to the Parties as follows:

   A. To the City of Peoria:
   Jake Eason
   Sports Complex Supervisor
   Rio Vista & Pioneer Community Parks
   8866 W. Thunderbird
   Peoria, AZ 85381

   B. To the Department:
   Mr. Chris Cantrell

Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086

4. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

5. Audit. Pursuant to A.R.S. § 35-214 all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

6. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising under this Agreement, where not in conflict with Federal Law, with each Party to bear its own attorney's fees and costs.

7. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

8. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

9. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

10. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

11. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

12. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

13. Employer-Employee Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between City and any State employee, or between State and any City employee. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for any of its employees.

14. Indemnity. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

15. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of its date. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

CITY OF PEORIA

By:_____ _____
City Mayor Date

ATTEST:_____
City Clerk

APPROVAL OF THE CITY ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

Dated this _____day of _____, 2014 _____
City Attorney

ARIZONA GAME AND FISH COMMISSION

By:_____ _____

Larry D. Voyles Date
Secretary to the Commission and
Director, Arizona Game and Fish Department

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City of Peoria, Arizona and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this _____day of _____, 2014 _____

Jim Odenkirk, Attorney
Arizona Game and Fish Commission

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C

Date Prepared: **June 3, 2014** **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Bobby Ruiz, Fire Chief**

THROUGH: **Jeff Tyne, Deputy City Manager**

SUBJECT: **IGA with City of Glendale – MMRS Equipment Sustainment**

Purpose:
To accept the IGA from the City of Glendale for distribution of medical supplies to the City of Peoria Metropolitan Medical Response System (MMRS) resources.

Background/Summary:
The Fire Department has participated in the Regional MMRS program to respond to mass casualty events for the past 10 years. The City of Peoria is a support City to the Glendale MMRS system which is grant funded. Glendale, as part of its grant funding, has supported the City of Peoria MMRS resources with equipment and supplies over the years. Most recently the City of Glendale, through the 2011 grant funding purchased replacement disposable supplies to maintain the Peoria MMRS Mass Casualty Modules. The IGA is a requirement by the Arizona Department of Homeland Security to document the uses of grant funding.

Previous Actions:
Previously accepted IGA's for equipment and supplies.

Options:
A: Accept the proposed IGA

B: Reject the proposed IGA and return the supplies.

Staff's Recommendation:
Accept the proposed IGA

Fiscal Analysis:
The amount of equipment and supplies purchased amounts to $3396.11. There is no financial obligation to reimburse or maintain the supplies once they are expired.

Narrative:

The IGA reflects the most current practice for tracking and accounting for grant funds and clearly delineates how the equipment and supplies will be utilized. The Fire Department believes it is in the best interest of the City to accept the IGA and to continue to support the Glendale and Regional MMRS programs. The Department does not see any downside in accepting and operating under this IGA.

Exhibit(s):
IGA City of Glendale No. C-8725

Contact Name and Number:
Bobby Ruiz, Fire Chief (623-773-7380)

GLENDALE

December 19, 2013

Peoria Fire Dept.
Jim Bratcher, EMS Chief
8401 West Monroe St.
Peoria, AZ 85345

SUBJECT: IGA for MMRS Medical Equipment between the City of Peoria, Arizona and the City of Glendale

Dear Chief Bratcher:

Attached you will find three signed originals of the IGA for MMRS Medical Equipment between the City of Peoria, Arizona and the City of Glendale.

Please sign all three (3) originals, retain one (1) for your records and forward two (2) signed, originals back to the Glendale Fire Department, Attention: Roxanne Alexander, 5800 West Glenn Drive, Suite 350, Glendale, AZ 85301. Please feel free to contact me; phone 623-930-4412, email ralexander@glendaleaz.com with any questions, concerns, or if you need additional information.

Sincerely,

[redacted]

Roxanne C. Alexander
Administrative Support
Glendale Fire Department

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE
AND
CITY OF PEORIA

This Intergovernmental Agreement ("Agreement") is made and entered into the 10th of December, 2013 ("Effective Date"), by and between the City of Peoria, a municipal corporation duly organized under the laws of the State of Arizona, and the City of Glendale ("Glendale" or "City of Glendale"), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as "Parties" and individually as "Party". This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

A. Arizona Revised Statutes (ARS), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.

B. Glendale is empowered by Glendale City Charter Section Article 1, Section 3 and A.R.S 11-952 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

C. Peoria and Glendale have collaborated to create a West Valley Metropolitan Medical Response System (MMRS) Mass Casualty response program consisting of a deployable cache of medical equipment and mass decontamination equipment. The program was developed to assist each City in providing large scale medical and hazardous materials response capability within the region, as well as statewide. A goal of this collaboration is to update and purchase a cache of medical equipment and supplies specific to responding to a mass casualty event.

D. The City of Glendale purchased medical equipment from Progressive Medical International (PMI) for use by the Peoria Fire Department as a part of Peoria's MMRS Mass Casualty Response program. A copy of the Sales Order is attached hereto as Exhibit A and describes the medical equipment purchased by Glendale, along with the costs associated with the purchase of the medical equipment. The purchased medical equipment will be distributed to Peoria Fire Department after approval of this Intergovernmental Agreement.

E. The medical equipment was purchased with use of funds secured from the 2011 MMRS grant and it was done with the understanding of the Department of Homeland Security and the

City of Glendale that medical supplies purchased would be provided to the City of Peoria for their respective fire department to use as part of their medical modules for their mass casualty response program.

F. The Parties desire to enter into this Agreement with the understanding that this is the entire agreement and with the understanding that each Party will be responsible for the equipment they receive pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the City of Glendale and the City of Peoria hereby mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties with respect to the distribution by the City of Glendale, through the Glendale Fire Department, of certain equipment obtained by the City of Glendale pursuant to the City of Glendale, Materials Management quotation instructions for purchases from $5,000.00 to $50,000.00.

2. Equipment.

A. <u>Responsibility for and Use of Equipment.</u> Attached hereto as Exhibit A is a list of all the equipment that was purchased by Glendale. The equipment will be transferred to the care, custody and control of the Fire Department of the City of Peoria for the exclusive use of the City's fire department. The City of Glendale maintains no control over said equipment and once the equipment has been transferred to the City of Peoria, any responsibility for said equipment will be solely that of the City of Peoria. The City of Peoria agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement of the equipment and will deal directly with the manufacturer of said equipment in relation to any repairs, maintenance, and/or replacement of said equipment subject to any of the terms set forth herein. The City of Peoria acknowledges and agrees that the City of Glendale will not be responsible for any maintenance or replacement of, or repairs to the equipment nor will the City of Peoria seek reimbursement for any related costs from the City of Glendale.

The use of the equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by the City of Glendale with the Department of Homeland Security, a copy of which is attached hereto as Exhibit B. The City of Peoria agrees to comply with all of the conditions set forth in that agreement.

B. **Equipment Inspection.** The City of Peoria agrees to make the equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The Parties agree and understand that the City of Glendale will not retake possession of the equipment for any said monitoring and auditing nor will the City of Glendale or any of its employees, agents, department or any other representative of the City of Glendale be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the equipment transferred to the City of Peoria.

C. **Disposition of Equipment.** Should the City of Peoria determine that it no longer needs said equipment or wants to discontinue use of said equipment, the City of Peoria shall follow the mandates set forth in Exhibit B and request in writing instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft, destruction, or loss of the equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms in Exhibit B.

D. **Notice to Glendale.** The City of Peoria recognizes that the City of Glendale Fire Department is keeping a master list of the equipment distributed to all cities solely for tracking purposes. The City of Peoria agrees to notify the City of Glendale Fire Department of any theft, destruction, or loss of the equipment set forth herein.

3. **Payment.** There shall be no payment for the equipment received by the City of Peoria under the terms of this agreement. Rather, the City of Glendale has been reimbursed for the cost of the equipment by a grant secured from the Department of Homeland Security.

4. **Transactional Conflict of Interest.** All Parties hereto acknowledge that this Agreement is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona revised Statutes.

5. **Indemnification.**

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

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

6. Warranties and/or Guarantees

The Parties understand that the City of Glendale has not, will not, and is not required to, perform any independent testing of the equipment provided to the City of Peoria under the terms of this Agreement and the City of Glendale in no way provides any warranties or guarantees as to the equipment provided herein. Any warranties or guarantees that may attach to said equipment are limited to those warranties or guarantees provided by the manufacturer of the equipment and which are set forth in the purchase agreement between the City of Glendale and the manufacturer, which is attached hereto as Exhibit A.

7. Interpretation of Agreement

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

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

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

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

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

F. **Days.** Days shall mean calendar days.

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

8. Authority. Glendale and Peoria each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement.

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

For the City of Peoria:

Peoria Fire Department
EMS Chief
8401 West Monroe Street
Peoria, Arizona 85345

Peoria City Attorney's Office
City Attorney
8401 West Monroe Street
Peoria, Arizona 85345

For the City of Glendale:

Glendale Fire Department
Deputy Chief Special Operations
5800 West Glenn Drive, Suite 350
Glendale, Arizona 85301

With copy to:

Glendale City Attorney
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PEORIA, a municipal corporation	CITY OF GLENDALE, a municipal corporation
By: _____	By: [redacted]
Name: _____	Name: Brenda Fischer
Its: _____	Its: City Manager
Date: _____	Dates: 12/12/13
ATTEST:	**ATTEST:**
_____	[redacted]
City Clerk	City Clerk

APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF PEORIA and (ii) as to the City of Peoria only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
City Attorney	Date

APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

[redacted]

City Attorney

12/11/13

Date

Exhibit A

ATTACHED IS THE INVOICE THAT LISTS ALL THE MEDICAL EQUIPMENT PURCHASED BY THE CITY OF GLENDALE FOR THE CITY OF PEORIA FROM THE 2011 MMRS GRANT

Progressive Medical International
Equipment • Supplies • Biomed Repair
2460 ASH STREET
VISTA, CA 92081
TEL: 800-764-0636 / 760-597-5500
FAX: 888-839-9495 / 760-597-5501
http://www.progressivemed.com

invoice

CUSTOMER SVC REP: RV

0413617
Apply to Invoice
5/29/2013

SOLD TO
GLENDALE FIRE DEPT.
5800 WEST GLENN DRIVE, STE 350
ATTN: DAVE JENSON
GLENDALE, AZ 85301

SHIP TO
GLENDALE FIRE DEPT.
6210 WEST MYRTLE AVE,
BLDG N
GLENDALE, AZ 85301

Confirm To:
Val Eddings

Ship Via NO CHARGE
Ship Date 5/29/2013
Invoice DueDate 05/29/2013
Terms Credit Card

Customer Number: 01-0019557
PO Number:
Order Date 05/22/2013
Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
515535 100 ML NACL INJ 2B1307 Lot Number: P297002	60 Whse: MIS	60 60.000	EACH	2.10	126.00	TX
515540 2B1324X SODIUM CHLORIDE 0.9%, Lot Number: C900506	16 Whse: MIS	16 16.000	CS14	20.00	320.00	TX
515521 500ML STERILE WATER 2F7113 Lot Number: G107094	96 Whse: MIS	96 96.000	EACH	2.00	192.00	TX
11128 AQUAPACK 006-40 650M Lot Number: 172126	20 Whse: 001	4 4.000	CS10	25.00	100.00	TX
18534-1 PROTECTIV IV CATH 24G 3053 (SO	50 Whse: 001	28	EACH	2.10	58.80	TX
18533-1 PROTECTIV IV CATH 22G 3050 (SO	50 Whse: 001	44	EACH	2.10	92.40	TX
18532-1 PROTECTIV IV CATH 20x1 3057 (S	50 Whse: 001	50	EACH	2.10	105.00	TX
18531-1 PROTECTIV IV CATH 18G 3055 (SO	50 Whse: 001	16	EACH	2.10	33.60	TX
18530-B PROTECTIV IV CATH 16G 3042 (SO Lot Number: ST2376821 Lot Number: ST2385287	50 Whse: 001	45 15.000 30.000	EACH	2.10	94.50	TX
18529-B PROTECTIV IV CATH 14G 3048 (SO Lot Number: ST2352485 Lot Number: ST2409999	50 Whse: 001	22 8.000 14.000	EACH	2.10	46.20	TX
515563 JAMSHIDI 15G NDL DIN1515X	10 Whse: 001	10	EACH	8.00	80.00	TX

Continued

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Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
Lot Number: 0000540030		10.000				
515564 JAMSHIDI 18G NDL DIN1518X	10 Whse: 001	10	EACH	8.00	80.00	TX
Lot Number: 505190		10.000				
19164-1 SYRINGE, 10CC LL W/O NEEDLE	80 Whse: 001	48	EACH	0.25	12.00	TX
Lot Number: 120701N		48.000				
19178-1 SYRINGE, 60CC LL W/O NEEDLE	50 Whse: 001	22	EACH	0.50	11.00	TX
Lot Number: 121104H		22.000				
18851 NEEDLE 18G X 1.5 MONOJECT 2500	1 Whse: 001	1	B100	9.82	9.82	TX
38001 FLEXX SET 2.5 UNCUFFED	20 Whse: 001	0	EACH	1.95	0.00	TX
38002 FLEXX SET 3.0 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1212022086		20.000				
38003 FLEXX SET 3.5 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1212022086		20.000				
38004 FLEXX SET 4.0 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1211021906		20.000				
38005 FLEXX SET 4.5 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
38006 FLEXX SET 5.0 UNCUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX
Lot Number: 1102020196		20.000				
38012 FLEXX SET 5.5 CUFFED	20 Whse: 001	20	EACH	1.95	39.00	TX

Continued

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Order Date 05/22/2013
Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
Lot Number: 1102020196 38013 FLEXX SET 6.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1212022086 38014 FLEXX SET 6.5 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1111022451 38015 FLEXX SET 7.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1211021906 38016 FLEXX SET 7.5 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1211021906 38017 FLEXX SET 8.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1207021393 38018 FLEXX SET 8.5 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1102020196 38020 FLEXX SET 9.0 CUFFED	20 Whse: 001	20.000 20	EACH	1.95	39.00	TX
Lot Number: 1211021906 15475 EASY CAP II ADULT	20 Whse: 001	20.000 20	EACH	11.34	226.80	TX
Lot Number: 130850130X 15476 EASY CAP II PEDIATRIC	20 Whse: 001	20.000 20	EACH	11.34	226.80	TX
Lot Number: 130500156X 16107 YANKAUER W/VENT	20 Whse: 001	20.000 20	EACH	1.00	20.00	TX

Continued

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PO Number:
Order Date 05/22/2013
Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
Lot Number: 20121225		20.000				
16353 MULTI TRAUMA DRESSING	100 Whse: 001	0	EACH	1.95	0.00	TX
18490 GAUZE, PETROLATUM, 3 X 9 (PK1	3 Whse: 001	3	BX12	11.61	34.83	TX
61504 LUBRICATING JELLY 2.7gm	1 Whse: 001	1	B144	9.90	9.90	TX
Lot Number: A-K-6105		1.000				
12815 NO RINSE GEL 18 OZ	30 Whse: 001	30	EACH	9.40	282.00	TX
Lot Number: 12-12771		30.000				
17641 GLOVE TRITON SE MED	8 Whse: 001	8	B100	8.95	71.60	TX
17642 GLOVE TRITON SE LG	10 Whse: 001	10	B100	8.95	89.50	TX
17643 GLOVE TRITON SE XL	10 Whse: 001	10	B100	8.95	89.50	TX
17639 GLOVE TRITON SE XXL on sale	13 Whse: 001	13	B100	7.07	91.91	TX
86436 EYE WASH 4 OZ	120 Whse: 001	120	EACH	2.95	354.00	TX
Lot Number: F12119-41		120.000				
36092 SUCTION CATH 10F, MEDSTORM	20 Whse: 001	20	EACH	0.35	7.00	TX
Lot Number: 20121115		20.000				
36094 SUCTION CATH 14F, MEDSTORM	20 Whse: 001	20	EACH	0.35	7.00	TX
Lot Number: 20121115		20.000				

Continued

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Order Number: 0362905
Salesperson: 0054
Order Status: Regular Order

ITEM/DESCRIPTION	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
19172 SYRINGE, 20CC LL W/O NEEDLE Lot Number: 110218T	1 Whse: 001	1 1.000	B50	16.95	16.95	TX

PAID 6-29-13

Net Invoice:	3,396.11
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**3,396.11**

RETURNS/DEDUCTIONS NOT ACCEPTED WITHOUT RA#/CREDIT MEMO.
1.5% interest (18% per annum) will be charged on past due invoices.

Exhibit B

ATTACHED ARE THE SUBGRANTEE AGREEMENT (11-AZDOHS-HSPG-888214-01) AND AMENDMENT #1 (GRANT EXTENSION) BETWEEN THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF GLENDALE

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP-888214-01

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "City of Glendale MMRS Program"

Enter Title of Application

and funded at $ 267,609.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ 267,609.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. **CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. **THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. **AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Jannine Wilmoth
Enter Title, First & Last Name above
City of Glendale Fire Department
Enter Agency Name above
5800 West Glenn Drive, Suite 350
Enter Street Address
Glendale, AZ 85301
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Glendale Fire Department
Enter Agency Name above

[redacted]

Authorized Signature above

Mark Burdick, Fire Chief
Print Name & Title above

10/20/2011
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

[redacted]

Gilbert M. Orrantia
Director

11/2/11
Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

C-8218-1
11/13/2012

SUBGRANTEE AGREEMENT Amendment #1
11-AZDOHS-HSGP-888214-01

Between
The Arizona Department of Homeland Security
And
City of Glendale Fire Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2011 and shall terminate on September 30, 2012.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2011 and shall terminate on **July 31, 2013.**

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

CITY OF GLENDALE FIRE DEPT
Enter the Name of the Subgrantee above

[redacted]
Authorized Signature above

MARK BURDICK FIRE CHIEF
Print Name & Title above

11-16-12
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

[redacted]
Gilbert M. Orrantia
Director

12/18/12
Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

Approved as to form:

[redacted]
Craig Tindall
City Attorney

ATTEST:
[redacted]
City Clerk

RECEIVED NOV 21 2012

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C

Date Prepared: June 25, 2014 **Council Meeting Date:** July 1, 2014

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept $62,572 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA).

Purpose:

This is a request for the City Council to accept $62,572 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) for Peoria's participation in the FY15 Crime Victim Assistance Grant Program.

Background/Summary:

The Peoria Police Department desires to continue participation in the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program that provides support services to victims of crime and funds personnel to staff the Victim Assistance Program. The Peoria Police Department has been awarded $62,572 in grant funding. This award would provide funding for personnel to deliver direct services to victims of crime.

By combining this grant with funds awarded through the Arizona Criminal Justice Commission (ACJC), the Department will be able to fund personnel to provide crisis intervention, support, and referrals to crime victims. This advocacy is made available to victims from the time a crime occurs until the case is closed or submitted for prosecution. In addition to providing crisis response and follow-up referrals, the Victim Assistance Coordinator is responsible for screening, training, and supervising a team of volunteers assigned to the program.

With continued participation in the VOCA Crime Victim Assistance Grant Program, the Peoria Police Department will be able to continue addressing the emotional and informational needs of victims of crime.

Previous Actions:
This is the eighth consecutive year that DPS has awarded funds to the Peoria Police Department for participation in the VOCA Crime Victim Assistance Grant Program.

Options:

A. Accept the awarded grant and continue to participate in the Victim Assistance Grant Program and request a budget adjustment of $62,572 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims of Crime Act (VOCA) Grant account for salary and wages (7460-7710-510000).

B. Do not accept the awarded grant and suggest alternate funding sources for the Victim Assistance Program.

Staff's Recommendation:

Accept $62,572 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) for Peoria's participation in the Crime Victim Assistance Grant Program and request a budget adjustment of $62,572 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims of Crime Act (VOCA) Grant account for salary and wages (7460-7710-510000).

Fiscal Analysis:

Request a budget adjustment of $62,572 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims of Crime Act (VOCA) Grant account for salary and wages (7460-7710-510000).

The match requirement for this grant will be fulfilled by combining this grant with funding awarded through the Arizona Criminal Justice Commission (ACJC) FY15 Crime Victim Assistance Program, the Victim Rights Program established by the Arizona Attorney General's Office, and the Police Department.

Narrative:

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

Exhibit 1: DPS Grant Agreement 2014-106

Contact Name and Number: Brenda Hope, 623-773-7072

DPS Grant Agreement No. 2014-106

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2014-VA-GX-00XX
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Peoria

ADDRESS: 8351 West Cinnabar Ave

CITY: Peoria STATE: AZ ZIP: 85345-2701

2014/2015 AWARD AMOUNT: $62,572

2014/2015 REQUIRED MATCH (NON-FEDERAL SOURCE): $15,643

PROJECT PERIOD: 07/01/2014 to 09/30/2015

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

1.0 **Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:

1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.

1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.

1.3 "Application" means a written online Request for Grant Application (RFGA).

1.4 "Days" means calendar days unless otherwise specified.

1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.

1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.

1.7 "DPS" means the Arizona Department of Public Safety.

1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.

1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match must be from a non-Federal source.

1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.

1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.

1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.

1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

2.0 Subgrant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;
2.2.2 General Conditions;
2.2.3 DPS / VOCA Guidelines;
2.2.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parol evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, or sex, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs

funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over $100,000 must certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies must disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.3.1 Monthly financial report due the 15th of each month;
3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
3.3.3 Annual narrative report due 30 days following the close of the grant period;
3.3.4 DPS victim assistance survey due annually upon request; and
3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

3.3.6 If DPS determines that tbe subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.

3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2014-VA-GX-00XX plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.

3.5 Capital equipment. The subrecipient must maintain all capital equipment and furniture (costs in excess of $5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture must be used for victim services as identified in the subrecipient's application and this subgrant award agreement. Any deviation from this provision must be approved in writing by DPS.

3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work

developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.

3.7 Research or statistical information. The snbrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.

3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.

3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.

3.10 Potential fraud, waste, abuse or misconduct. The subrecipient must promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, snbcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

3.11 Prohibited Activities. The following activities are prohibited under this subgrant award agreement: 1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals.

3.12 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.

3.13 The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).

4.0 Cost and Payments.

4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.

4.2 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget will be subject to immediate cancellation. The subrecipient will not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.

4.3 No charge to victims. Subrecipients must provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

4.4 On-call time. The subrecipient will not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.

4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.

4.6 Mandated services. The subrecipient will not utilize VOCA funds to support legally mandated services.

4.7 Funds management. The subrecipient will provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.

4.8 Unexpended funds. The subrecipient will immediately contact DPS to make arrangements to amend their budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.

4.9 Matching funds. The subrecipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

4.10 Training and Conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.

4.11 Prohibited expense. The subrecipient will not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

4.12 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

4.13 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.

5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.

5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application must be approved in writing by DPS prior to the use of such funds.

5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The suhcontract shall incorporate by reference the terms and couditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipieut does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.

7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient must submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient must submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

8.1 Cancellation for conflict of interest. Pursuant to A.R.S. 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the Subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreemeut, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.

8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participatiou in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award

agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.

8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the termination notification.

8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient must be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.

8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.

8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.

10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.

10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.

10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.

10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient agrees to designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator must have received victim compensation training from their county attorney's office or completed the

Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx). If training has not been received, the subrecipient agrees to arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. 13-4401, et seq.) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. Non-criminal justice agencies will ensure that all DPS-VOCA funded staff and their first line supervisor have received victims' rights training from a criminal justice agency.

10.8 Civil Rights. The subrecipient agrees to designate a Civil Rights Contact Person within its agency. This person must complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient agrees to ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. Volunteer use is a current and ongoing requirement for all projects.

10.10 Sudan and Iran Investments. The subrecipient agrees to comply with ARS 35-391 and ARS 35-393, and therefore has no scrutinized business operation investments in Sudan and Iran.

10.11 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety polices and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

2014 - 2015
APPROVED BUDGET

Budget line items:	Federal	Match	Total
Salaries and Wages	$62,572	$ 4,203	$66,775
Fringe Benefits	$ 0	$11,440	$11,440
Travel	$ 0	$ 0	$ 0
Professional/Outside Services	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0
Other Operating	$ 0	$ 0	$ 0
Total	$62,572	$15,643	$78,215

For the Arizona Department of Public Safety:

_____ _____

Robert C. Halliday, Colonel
Director
Arizona Department of Public Safety

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section.

For the Subrecipient:

Project Director:

Signature: _____
Teresa Corless, Administrative Services Manager

Date: _____

Authorizing Official:

Signature: _____
Roy W. Minter, Chief of Police

Date: _____

Approved as to form:

_____
Attorney for Subrecipient (optional)

ATTEST:

_____

Rhonda Geriminsky, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C

Date Prepared: June 10, 2014 **Council Meeting Date:** July 1, 2014

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept $17,913 from the Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance Program

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Purpose:

This is a request for the City Council to accept $17,913 from the Arizona Criminal Justice Commission (ACJC) for Peoria's participation in the FY14 Crime Victim Assistance Program.

Background/Summary:

The Peoria Police Department desires to continue participation in the Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance Program that provides support services to victims of crime and funds personnel to staff the Victim Assistance Program. The Peoria Police Department has been awarded $17,913 in grant funding. This award would provide funding for personnel to deliver direct services to victims of crime.

By combining this grant with funds awarded through the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program, the Department will be able to fund personnel to provide crisis intervention, support, and referrals to crime victims. This advocacy is made available to victims from the time a crime occurs until the case is closed or submitted for prosecution. In addition to providing crisis response and follow-up referrals, the Victim Assistance Coordinator is responsible for screening, training, and supervising a team of volunteers assigned to the program.

With continued participation in the ACJC Crime Victim Assistance Program, the Peoria Police Department will be able to continue addressing the emotional and informational needs of victims of crime.

Previous Actions:

This is the eighth consecutive year that ACJC has awarded funds to the Peoria Police Department for participation in the ACJC Crime Victim Assistance Program.

Options:

A. Accept the awarded grant, continue to participate in the ACJC Crime Victim Assistance Program, and request a budget adjustment of $17,913 from the Proposed Grants Contingency account (7990-7990-570000) to the ACJC Grant account (7526-7772-510000).

B. Do not accept the awarded grant and suggest alternate funding sources for the Crime Victim Assistance Program.

Staff's Recommendation:

Accept $17,913 from ACJC for Peoria's participation in the Crime Victim Assistance Program and request a budget adjustment of $17,913 from the Proposed Grants Contingency account (7990-7990-570000) to the ACJC Grant account (7526-7772-510000).

Fiscal Analysis:

Request a budget adjustment of $17,913 from the Proposed Grants Contingency account (7990-7990-570000) to the ACJC Grant account (7526-7772-510000).

The match requirement for this grant will be fulfilled by combining this grant with funding awarded through the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program, the Victim Rights Program established by the Arizona Attorney General's Office, and the Police Department.

Narrative:

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

Exhibit 1: ACJC Grant Number VA-15-077

Contact Name and Number: Brenda Hope, 623-773-7072

ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Assistance Program
GRANT AGREEMENT

ACJC Grant Number VA-15-077
State Funded Grant Program

This Grant Agreement is made this 4th day of June, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF PEORIA, through PEORIA POLICE DEPARTMENT hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2014 and terminate on June 30, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the COMMISSION:

      Arizona Criminal Justice Commission
      1110 W. Washington Street, Suite 230
      Phoenix, Arizona 85007
      Attn: Program Manager

B. If to the GRANTEE:

Peoria Police Department
8351 W. Cinnabar Avenue
Peoria, AZ 85345
Attn: Chief Roy Minter

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

   For grant awards less than $100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$16,640.00
Fringe Benefits (for salaries/overtime)	$1,273.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Match	$17,913.00
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	$35,826.00
Positions Funded: Victim Assistance Coordinator	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed $17,913.00 in state funds. The matching amount for this award is **$17,913.00**.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

11. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
    Link: *Uniform Accounting Manual for Arizona Counties* http://www.auditorgen.state.az.us

14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

    Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
Annual Report (July 1, 2014 – June 30, 2015)	August 15, 2015

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.

17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.

20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.

21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $100,000.

22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.

30. Each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses,

(including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If GRANTEE is a State agency this paragraph does not apply.

31. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
    Link: http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx

40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
    Link: *ACJC Grants Management Reference Manual*
    http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf

42. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The Data Dictionary is available upon request to ACJC.

43. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
    Link: https://www.niem.gov/program-managers/Pages/implementation-guide.aspx

44. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

45. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when

sharing data with other criminal justice agencies as electronic data systems are developed or improved.

46. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

    If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

47. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

48. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

49. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

50. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

51. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.

52. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Crime Victim Assistance Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

Authorized Official Initials:_____

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

FOR GRANTEE:

Mayor or City Manager Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

ATTEST:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C

Date Prepared: May 27, 2014 **Council Meeting Date:** July 1, 2014

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Award of a Job Order Contract to repair and restore the asphalt surface on 75th Avenue from Peoria Avenue north to Thunderbird Road

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Purpose:
Discussion and possible action to award a job order contract in the amount of $1,282,181.48 to J. Banicki Construction, Inc., to repair and restore the right of way on 75th Avenue from Peoria Avenue north to Thunderbird Road.

Background/Summary:
The Arterial Urban Street Overlay Program is funded in alternating years through the City's Capital Improvement program (CIP) PW00992.

As a part of its Pavement Management Program, the Public Works – Utilities Department, Streets Division, has determined that 75th Avenue from Peoria Avenue north to Thunderbird Road is the highest priority for this year's Arterial Program.

The project will consist of a "mill and overlay" that includes milling out the damaged pavement surface and overlaying the base with new asphalt. The first steps will include full depth repair of large cracks and distressed asphalt to ensure a quality base; next, the top layers of asphalt will be milled away and finally, a new asphalt surface will be replaced.

The mill and overlay will eliminate multiple distresses and provide a smoother riding surface, reduce ongoing maintenance costs and increase the pavement lifecycle. This project will not encroach intersections of Cactus Road and Peoria Avenue as those two intersections will be reconstructed in CIP Projects (PW00088 and PW00081) to be coordinated by the Engineering Department.

The total for this work is equal to $1,282,181.48.

Staff proposes to use a Job Order Contract (JOC) to complete the work through contractor J. Banicki Construction, Inc.

Previous Actions:
There are no previous actions related to this Item.

Options:

A: Council could act to award a job order contract in the amount of $1,282,181.48 to J. Banicki Construction, Inc. and authorize the use of FY 2015 CIP allocations (PW00992) in the same amount.

B: Council could decline to approve the award of the Job Order Contracting (JOC) construction contract to J. Banicki Construction, Inc.

Staff's Recommendation:
Staff recommends approval of the job order construction contract in the amount of $1,282,181.48 to J. Banicki Construction, Inc. for the pavement construction work.

Staff also recommends that City Council authorize the use of FY 2015 CIP Project Funds in the amount of $1,282,181.48 from CIP PW00992 to pay for the work.

Fiscal Analysis:
If the City Council authorizes the use of FY 2015 CIP Project Funds, all payments to the contractor will be made from account: 7000-7050-543001-CIPST-NA-PW00992 Arterial Urban Street Overlay Program in an amount not to exceed $1,282,181.48.

Exhibit 1: Arterial Urban Street Overlay JOC

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

City of Peoria, Arizona
Individual Job Order Contract

Purchasing Job Number: P11-0006AP10	CIP Number: PW00992CO
Job Description: FY15 Pavement & Road Repair Projects	CIP Project Name: Arterial Urban Street Overlay Program – Mill and Overlay, 75th Avenue from Peoria to Thunderbird

☒ Scope of Work Attached ☒ Fee Schedule Attached ☒ Project Schedule Attached

Location: City of Peoria, Materials Management

Contact: Jennifer Miller, Contract Administrator

Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Phone: (623) 773-7115

OFFER

Contractor's License Number: ROC 091410

J. Banicki Construction, Inc.
Job Order Contractor Name

[redacted]
Authorized Signature for Offer

6423 S. Ash Avenue
Address

Melissa Holper
Printed Name

Tempe, AZ 85283
City State Zip Code

Vice President
Title

(480) 921-8016
Telephone

(480) 921-9456
Facsimile

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:

City Clerk

City of Peoria, Arizona.

Eff. Date: _____

Approved as to form:

Stephen M. Kemp, City Attorney

CC

Awarded on _____, _____

ACON42011P10
Contract Number

City Seal

Official File

Carl Swenson, City Manager

Banicki Construction
A Division of Sterling Construction Company, Inc.

J Banicki Construction, Inc.
6423 S Ash Ave, Tempe, AZ 85283
Phone: (480) 921-8016
Fax: (480) 921-9456

Date: 6/10/2014

Job Order Contract P11-0006 - Pavement

City of Peoria
Job Order Contract P11 - 0006 - Pavement

Item No.	Description	Quantity	Unit	Unit Cost	Amount
	75th Ave. - Peoria Ave. to Thunderbird				
	General Items				
10	Mobilization - JBCI	1	LS	$29,453.05	$29,453.05
20	Mobilization - Subcontractors	1	LS	$11,040.00	$11,040.00
30	AZPDES Compliance / SWPPP / NOI	1	LS	$4,984.00	$4,984.00
40	Community Relations	1	LS	$6,475.00	$6,475.00
50	Traffic Control / Flagging	1	LS	$58,195.00	$58,195.00
60	Uniformed Police Officer	160	HR	$60.00	$9,600.00
70	Survey, Layout & As-Built	1	LS	$14,000.00	$14,000.00
80	*Owners Contingency*	*1*	*AL*	*$37,000.00*	*$37,000.00*
	Subtotal General Items				**$170,747.05**
	75th Ave. - Peoria to Cactus				
90	Remove Asphalt Full Depth, 5"	2182	SY	$7.50	$16,365.00
100	Scarify & Recompact Existing ABC	2182	SY	$5.50	$12,001.00
110	Fine Grade Existing ABC	2182	SY	$4.95	$10,800.90
120	Buy Asphalt for Full Depth Replacement	572	TN	$58.00	$33,176.00
130	Place Asphalt for Full Depth Replacement	1	LS	$25,920.00	$25,920.00
140	Edge Mill Existing Asphalt, 2" to 1" at 14' Wide	13400	SY	$2.35	$31,490.00
150	Profile Mill Existing Asphalt, 1"	15725	SY	$1.55	$24,373.75
160	Crack Fill	29125	SY	$0.80	$23,300.00
170	Broom / Sweep	40	HR	$85.00	$3,400.00
180	Tack Coat	12	TN	$1,080.00	$12,960.00
190	Buy Asphalt for 2" Overlay, D-1/2 High Volume w/ Forta Fi	3278	TN	$68.50	$224,543.00
200	Place Asphalt for 2" Overlay	1	LS	$25,865.00	$25,865.00
210	4" Yellow Paint	10000	LF	$0.08	$800.00
220	4" White Paint	2300	LF	$0.08	$184.00
230	8" White Paint	950	LF	$0.16	$152.00
240	12" Thermoplastic	700	LF	$1.50	$1,050.00
250	Arrow Symbol, Type 1 Tape	8	EA	$125.00	$1,000.00
260	Raised Pavement Markers, Type D	270	EA	$3.00	$810.00
270	Raised Pavement Markers, Type H	310	EA	$3.00	$930.00
280	Raised Pavement Markers, Type G	280	EA	$3.00	$840.00
290	Adjust Manholes (Pre-Lower & Adjust)	38	EA	$425.00	$16,150.00
300	Adjust Water Valves (Prelower & Adjust)	33	EA	$400.00	$13,200.00
310	Survey Monument, MAG Type B	9	EA	$125.00	$1,125.00
	Subtotal 75th Ave. - Peoria to Cactus				**$480,435.65**

75th Ave. - Cactus to Thunderbird

320	Remove Asphalt Full Depth, 5"	1769	SY	$7.50	$13,267.50
330	Scarify & Recompact Existing ABC	1769	SY	$5.50	$9,729.50
340	Fine Grade Existing ABC	1769	SY	$4.95	$8,756.55
350	Buy Asphalt for Full Depth Replacement	506	TN	$58.00	$29,348.00
360	Place Asphalt for Full Depth Replacement	1	LS	$25,793.00	$25,793.00
370	Edge Mill Existing Asphalt, 2" to 1" at 14' Wide	13070	SY	$2.35	$30,714.50
380	Profile Mill Existing Asphalt, 1"	15202	SY	$1.55	$23,563.10
390	Crack Fill	28272	SY	$0.80	$22,617.60
400	Broom / Sweep	40	HR	$85.00	$3,400.00
410	Tack Coat	12	TN	$1,080.00	$12,960.00
420	Buy Asphalt for 2" Overlay, D-1/2 High Volume w/ Forta Fi	3190	TN	$68.50	$218,515.00
430	Place Asphalt for 2" Overlay	1	LS	$25,170.00	$25,170.00
440	4" Yellow Paint	9900	LF	$0.08	$792.00
450	4" White Paint	2500	LF	$0.08	$200.00
460	8" White Paint	960	LF	$0.16	$153.60
470	12" Thermoplastic	850	LF	$1.50	$1,275.00
480	Arrow Symbol, Type 1 Tape	6	EA	$125.00	$750.00
490	Raised Pavement Markers, Type D	210	EA	$3.00	$630.00
500	Raised Pavement Markers, Type H	325	EA	$3.00	$975.00
510	Raised Pavement Markers, Type G	300	EA	$3.00	$900.00
520	Adjust Manholes (Pre-Lower & Adjust)	14	EA	$425.00	$5,950.00
530	Adjust Water Valves (Prelower & Adjust)	29	EA	$400.00	$11,600.00
540	Survey Monument, MAG Type B	6	EA	$125.00	$750.00
	Subtotal 75th Ave. - Cactus to Thunderbird				**$447,810.35**

Summary		
Direct Cost		**$1,098,993.05**
Subcontractors		$262,461.00
Labor		$107,103.00
Labor Burden @ 35%	0.35	$37,486.05
Construction Equipment		$96,995.00
Construction Material		$509,744.00
General Costs		$48,204.00
Owners Contingency		$37,000.00
	Subtotal	**$1,098,993.05**
Overhead & Profit	0.085	$93,414.41
	Subtotal	**$1,192,407.46**
Insurance	1.000%	$12,821.81
Bond	1.000%	$12,821.81
Sales Tax	5.265%	$64,130.39
	Contract Total	**$1,282,181.48**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C

Date Prepared: June 10, 2014 **Council Meeting Date: July 1, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Contract, B & F Contracting, Inc., Peacock Village Waterline Replacement

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Purpose:

This is a request for Council to approve a Contract for B & F Contracting, Inc. in the amount of $1,744,079 to provide construction for the Peacock Village Waterline Replacement project.

Background/Summary:

This project provides for replacement of approximately 9,000 lineal feet of aging waterline with new 8" and 12" ductile iron pipe. The area has experienced a recent history of waterline breaks. The project will also include replacing service lines within the Peacock Village subdivision.

The project area includes Meadow Drive, Greenbrian Drive, St. John Road, Grovers Avenue and Athens Street bounded by 87th and 89th Avenues.

Previous Actions:

B & F Contracting, Inc. was selected using the City's qualifications based selection process for Job Order Contracting for Water and Wastewater wet utility projects. The City Attorney's Office, Materials Management Division, and the Engineering Department administratively approved the Contract and amendments.

Options:

A: Approve Contract for B & F Contracting, Inc. to provide construction of the Peacock Village Waterline Replacement project in the amount of $1,744,079.

B: Deny the Contract for B & F Contracting, Inc. to provide construction of the Peacock Village Waterline Replacement project. This option will not allow completion of the project as currently planned.

Staff's Recommendation:

Staff recommends the approval of the Contract for B & F Contracting, Inc. to construct Peacock Village Waterline Replacement project in the amount of $1,744,079.

Fiscal Analysis:

Funding for this amendment is available in the FY2014 Capital Improvement Program from the following accounts:

- Water Fund, Water System Account (2050-2140-543002-CIPWR-UT00330CO) $1,867,567

Narrative:

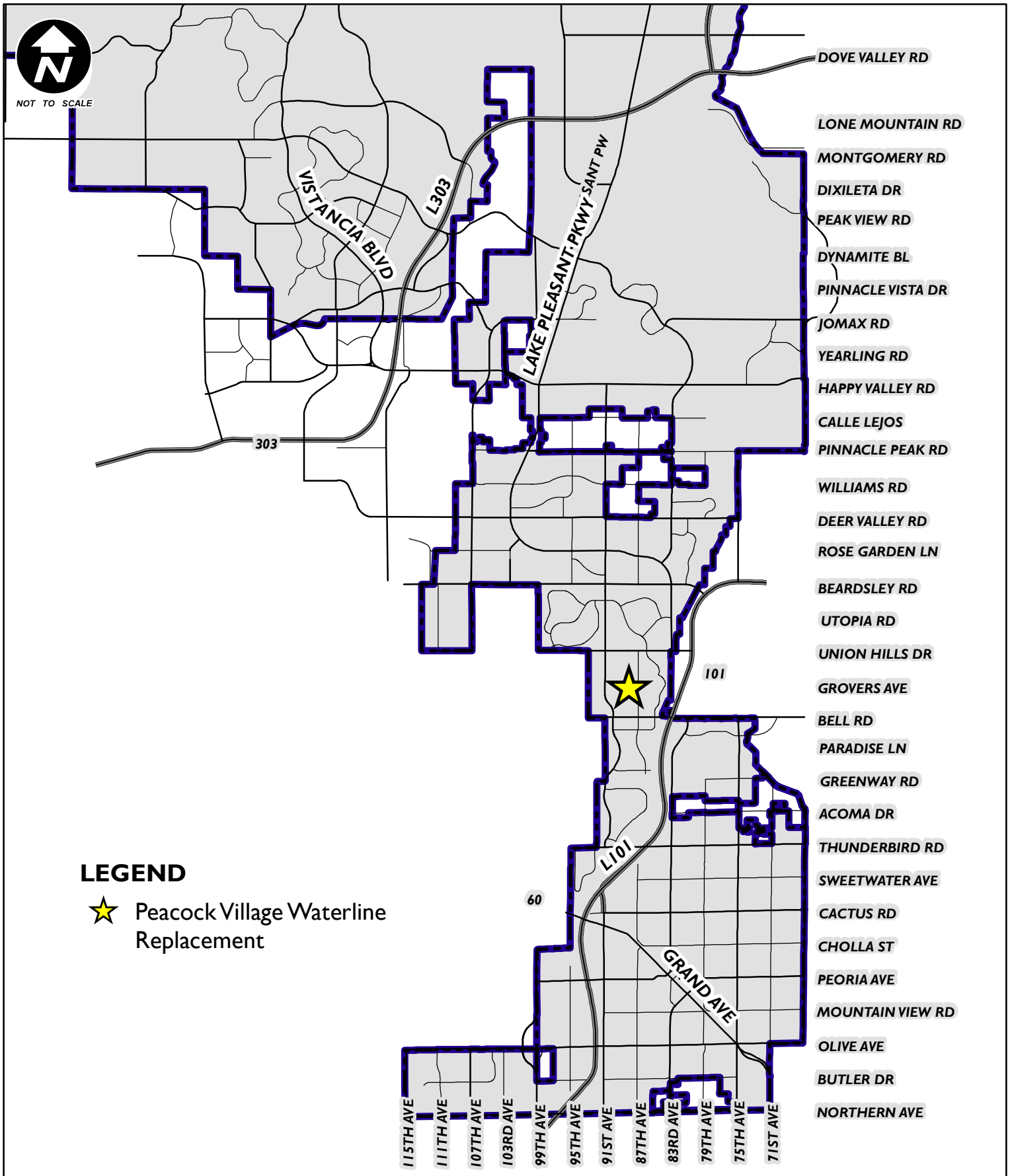
Approval of the Contract will allow continuation and completion of the construction elements of this project.

Exhibits:
Exhibit 1: Vicinity Map
Exhibit 2: Location Map

Contact Name and Number: Joe Kurrus, P. E., Engineering Supervisor, X7753

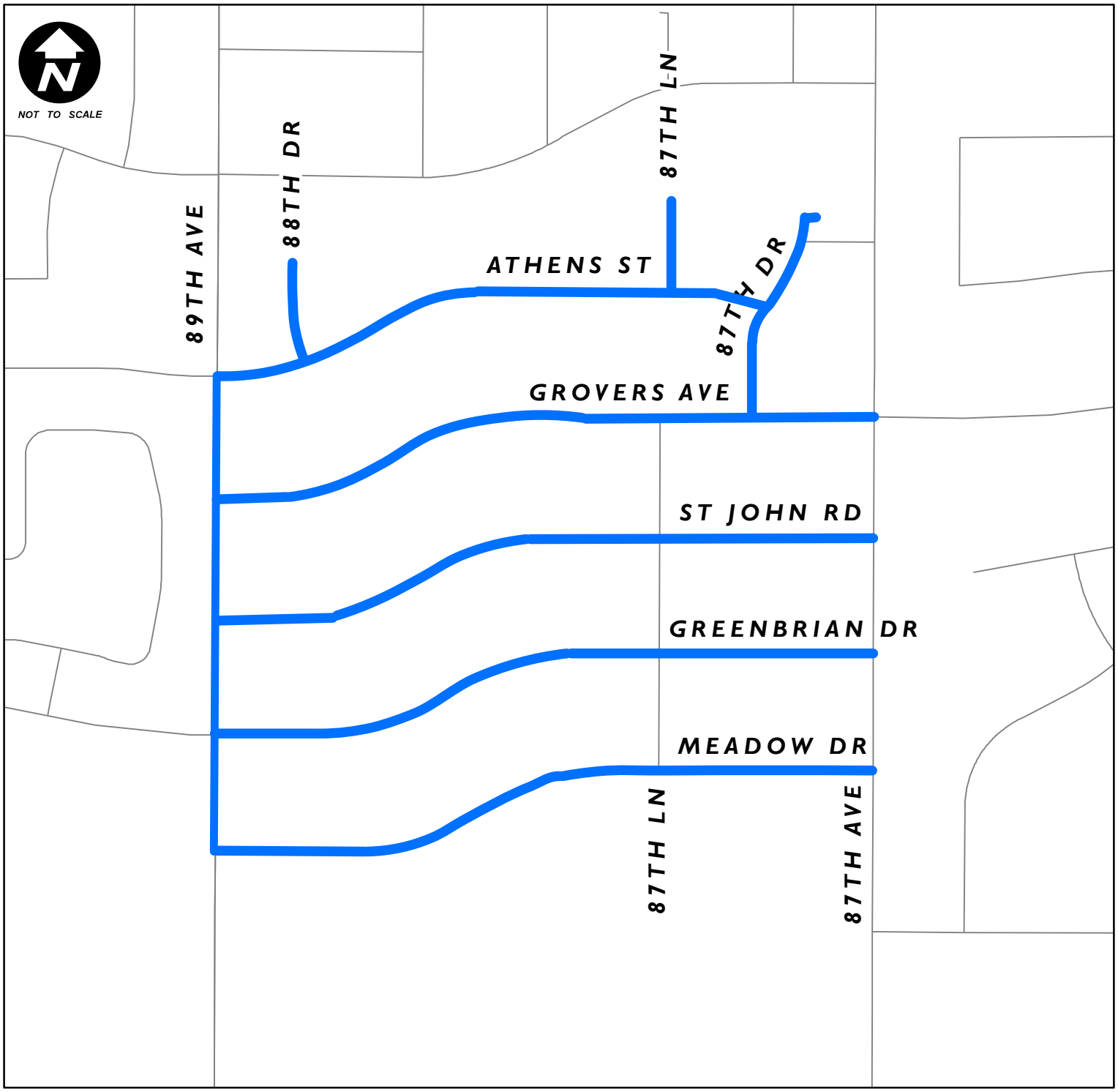
City of Peoria
ENGINEERING

UT00330
Peacock Village Waterline Replacement
Vicinity Map



City of Peoria
ENGINEERING

UT00330
Peacock Village Waterline Replacement
Location Map



LEGEND

Waterline Replacement

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C

Date Prepared: May 27, 2014 **Council Meeting Date: July 1, 2014**

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 (GPEC)**

Purpose:
Authorize the City Manager to renew the GPEC contract for the 2015 fiscal 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 the Vistancia Commercial Core and the future 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 to partner with them on our economic development activities and use them as a resource for leads, prospects, marketing, public relations, research, and analysis. Authorize the use of cash reserves and a budget transfer in the amount of $18,996 from the Half-Cent Fund Contingency (1210-0350-570000) to Half-Cent Fund City Participation-Outside Programs account (1210-0350-522006).

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 image, marketing and business prospecting activities on our own.

Staff's Recommendation:
Authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for FY 2015. Authorize the use of cash reserves and a budget transfer in the amount of $18,996 from the Half-Cent Fund Contingency (1210-0350-570000) to Half-Cent Fund City Participation-Outside Programs account (1210-0350-522006).

Fiscal Analysis:
The cost for the City of Peoria to participate in GPEC for FY 2015 is $70,596. Currently this is funded in the FY15 Half-Cent Fund City Participation-Outside Programs account (1210-0350-522006). The amount reflects a $9,155 increase over last year's contract amount since GPEC has restored its schedule of per capita rates and resumed normal contract amounts. In prior years, the rate had been discounted (5% in FY2010, and by 15% in both FY2011 and FY2012) to member communities.

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
Exhibit 7: GPEC Regional Cooperation Protocol

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, 2014 - June 30, 2015.

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 developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

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, 2014.

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 **$70,596.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2015, as set forth in this Agreement. This amount is based on approximately $0.4397 per capita applied to that portion fo 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 2013 Office of Employment and Population Statistics, Arizona Department of Administration population estimate, which listed the City as having a population of **160,545** 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, 2014, 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 organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for the 2014-2015 fiscal year. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

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 2015-2016 contract.

3. The City agrees to work with GPEC during the FY2014-2015 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2015-2016, 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 nine (9) 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
Exhibit F – Regional Cooperation Protocol

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 _____, 2014.

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Carl Swenson
Its: City Manager

ATTEST:

By:_____
Rhonda Geriminsky
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

SHIFTING TOWARDS INNOVATION

EXHIBIT A

FY 2015 ACTION PLAN

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
CAVE CREEK
CHANDLER
EL MIRAGE
FOUNTAIN HILLS
GILA BEND
GILBERT
GLENDALE
GOODYEAR
MARICOPA
MESA
PEORIA
PHOENIX
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 FY15 Metrics

7 FY15 Budget

8 Business Development

10 Competitiveness

12 Marketing and Communications

13 Stakeholder Engagement: Paving the Way

FY14 MILESTONES

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

FY15 ACTION ITEMS

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

DRIVES THESE FY15 METRICS

Shows relationship between action items and annual performance goals

EXECUTIVE SUMMARY AND FIVE-YEAR STRATEGIC PLAN OVERVIEW

In reflecting on our 25 years of existence, GPEC stands strong in our foundation of working to advance the Greater Phoenix economy through quality jobs and investment. Consistent threads in bold leadership, above-market performance and real public-private collaboration have rung true since our inception. Where we have evolved is in our appetite, ability and need to grow the economy differently—beyond the traditional model of attracting business. While the pressures of global competition have forced others to react and recalibrate how to approach economic development, GPEC has spent almost the last decade in front of the curve. Nearly 10 years ago, we shifted from a traditional economic development format to one more comprehensive yet disciplined, building a core, sophisticated research competency that has informed and shaped all aspects of GPEC's economic development model—from business attraction to competitiveness, strategy and marketing. This shift in behavior and the resulting performance-driven outcomes are what separate our organization from other economic development shops across the country.

As we celebrate a quarter century of accomplishments, all of which would not have been possible without the leadership, commitment and support of our board and stakeholders, we are excited and ready to drive the next transformation of our economy.

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
Cave Creek
Chandler
El Mirage
Fountain Hills
Gila Bend
Gilbert
Glendale
Goodyear
Maricopa
Mesa
Peoria
Phoenix
Queen Creek
Scottsdale
Surprise
Tempe
Tolleson
Wickenburg
Youngtown

PLATINUM

Alliance Bank of Arizona
APS
Arizona Cardinals
Arizona Diamondbacks
Arizona State University
Bank of America
Banner Health
BBVA Compass
Chase
CopperPoint Mutual
Cox Communications
D.L. Withers Construction
Dignity Health
DMB Associates
Ernst & Young
Freeport-McMoRan Copper & Gold
Grand Canyon University
Haydon Building Corp
Intel Corporation
Job Brokers
Kitchell
Maracay Homes
Maricopa Community Colleges
Mayo Clinic
Meritage Homes
MidFirst Bank
National Bank of Arizona
Phoenix Suns
Polsinelli PC
Republic Media
Republic Services
Squire Sanders
SRP
University of Phoenix
US Airways
Valley Metro
Verizon Wireless
Waste Management
Wells Fargo

GOLD

Abengoa/Abacus
Aetna
Arizona Business Bank
BDO
BlueCross BlueShield of Arizona
BMO Harris Bank
Bryan Cave
Brycon Construction
Cancer Treatment Centers of America
Cassidy Turley/BRE Commercial
CBIZ MHM
CBRE
CCS Presentation Systems
Celgene Corporation
CenturyLink
Chanen Development Co.
Coe & Van Loo Consultants
Colliers International
Cushman & Wakefield
Davis
Deloitte
Digital Realty Trust
DIRTT
El Dorado Holdings
Empire Southwest
Fennemore Craig
Gammage & Burnham
Gilbane Building Co.
Google
Green Loop Solutions
Greenberg Traurig
Hensley
Hines
Infusionsoft
JE Dunn Construction
Jones Lang LaSalle
Layton Construction
Lee and Associates
Lewis Roca Rothgerber
Liberty Property Trust
M+W Group
Macerich
The McShane Companies
Mortenson Construction
Nationwide Realty Investors
Okland Construction
Phoenix Children's Hospital
Renaissance Companies
Ryan Companies
Saint Holdings
Skanska USA Building
SmithGroup
Snell & Wilmer
Southwest Airlines
Southwest Gas Corporation
Sun Health
Sunbelt Holdings
Sundt Construction
Target Commercial Interiors
Thunderbird School of Global Management
Total Transit
Transwestern Commercial Services
U.S. Bank
University of Arizona
USAA
ViaWest Group
Walmart
Ware Malcomb
Weitz Company
Wespac Construction
Willmeng Construction
Wist Office Products
Wood, Patel & Associates

SILVER

A.T. Still University
AAA Arizona
Air Products and Chemicals
Arizona Community Foundation
Arizona Office Technologies
Avnet
Balfour Beatty Construction
Bank of Arizona
Bristol Global Mobility
Brownstein Hyatt Farber Schreck
Capital Group Companies
Carefree Partners
Clarius Partners
Clark Hill PLC
CORE Construction
CoStar Group
Deutsch Architecture Group
Dibble Engineering
Dircks Moving & Logistics
Ensemble Real Estate Solutions
Fervor Creative
Globe Corporation
Goodmans Interior Structures
Goodwill of Central Arizona
GPE Commercial Advisors
Green Card Fund
Healthcare Trust of America
Jennings, Strouss & Salmon
Kelly Services
KPMG
KTAR
Kutak Rock
Land Advisors Organization
Merit Partners
Midwestern University
MSS Technologies
NRG Thermal
On Q Financial
Osborn Maledon
PHX Architecture
The Plaza Companies
Quarles & Brady
Queen Creek/Landmark Co.
St. Clair Technologies
Sun State Builders
Sunstate Equipment Company
Superior Group
Synergy Seven
Tallwave
Tratt Properties
Ultimate Staffing Services
University of Advancing Technology
Univita
Volo Holdings

BRONZE

The Alter Group
Applied Economics
Butler Design Group
Gallagher & Kennedy
Guided Therapy Systems
Holualoa Scottsdale Office
Hunt Construction Group
IO
John C. Lincoln Health Network
McCarthy Building Companies
Newmark Grubb Knight Frank
Plant Solutions
Vermaland

* As of Arpil 24, 2014

FY15 METRICS

	THRESHOLD	TARGET	STRETCH
Payroll Generated	$197,579,525	$217,337,478	$239,071,225
Number of Jobs	4,675	5,143	5,657
High-wage Jobs	2,450	2,695	2,964
Average High-wage Salary	$51,026	$56,695	$62,365
Qualified Prospects	208	229	252
Qualified International Prospects	37	41	45
Emerging Tech Assists	10	12	14
Reach of Editorial Placements	183 M	201 M	221 M

FY15 BUDGET

JULY 1, 2014 - JUNE 30, 2015

Revenues	FY13-14 Forecast	% of Total	FY 2015 Budget	% of Total	FY 2014 Budget	$ Change	Change
Public Funds	$ 2,036,000	39.6%	$ 2,246,500	41.8%	$ 2,028,400	$ 218,100	10.8%
Private Funds	2,260,000	44.0%	2,550,000	47.4%	2,300,000	250,000	10.9%
New Pledge Revenue	350,000	6.8%	250,000	4.7%	250,000		0.0%
In-Kind Pledges	110,000	2.1%	59,400	1.1%	92,000	(32,600)	(35.4%)
Special Events, Prog. & Spon.	377,000	7.3%	265,000	4.9%	240,000	25,000	10.4%
Other	8,000	0.2%	3,300	0.1%	5,000	(1,700)	(34.0%)
Total Revenues	**$ 5,141,000**	**100.0%**	**$ 5,374,200**	**100.0%**	**$ 4,915,400**	**$ 458,800**	**9.3%**
Operating Expenditures							
Business Development	363,500	6.9%	444,200	8.4%	311,000	133,200	42.8%
Marketing	261,500	5.0%	258,500	4.9%	266,200	(7,700)	(2.9%)
Research & Strategy	162,000	3.1%	265,100	5.0%	155,900	109,200	70.0%
External Relations	252,500	4.8%	84,400	1.6%	95,000	(10,600)	(11.2%)
Resource Management	257,500	4.9%	212,900	4.0%	217,000	(4,100)	(1.9%)
Personnel	3,212,000	61.3%	3,295,100	62.7%	3,342,800	(47,700)	(1.4%)
Facilities	395,000	7.5%	434,200	8.3%	409,200	25,000	6.1%
In-Kind	110,000	2.1%	59,400	1.1%	91,000	(31,600)	(34.7%)
Special Projects	223,000	4.3%	205,000	3.9%	130,000	75,000	57.7%
Total Expenses	**$ 5,237,000**	**100.0%**	**$ 5,258,800**	**100.0%**	**$ 5,018,100**	**$ 240,700**	**4.8%**
Net Gain (Loss)	**$ (96,000)**		**$ 115,400**		**$ (103,000)**	**$ 218,100**	**(211.7%)**
Less: Capital Expenditures	(21,000)		(10,000)		(10,000)		
Amortization of Deferred Rent	(65,000)		(64,300)		(43,000)	(21,300)	
Add: Depreciation	30,000		31,000		25,000	6,000	
Net Cash Flows	(152,000)		72,100		(131,000)	203,100	
Beginning Cash	1,802,000		1,650,000		1,726,000	(76,000)	
Ending Cash	**$ 1,650,000**		**$ 1,722,100**		**$ 1,595,000**	**$ 127,100**	

(1) Some reclassifications have been made in the current year

FY14 MILESTONES

Road to Success

Adding a new dimension to our business development approach, GPEC and eight communities executed three successful road shows to Silicon Valley, Vancouver, B.C., and Chicago. The road shows provided direct engagement among corporate decision-makers and GPEC's mayors, board directors and EDDTs, and led to 15 new prospects, seven leads and two tech assists.

On a Global Stage

As the only U.S. Mayor invited to the World Economic Forum's Annual Meeting of the New Champions in Dalian, China, Phoenix Mayor Stanton was given rare access to 1,000 global companies and some of the world's most prominent, influential leaders. Mayor Stanton and GPEC President and CEO Barry Broome held one-on-one meetings with 22 C-level executives, giving briefings on the Brookings Metropolitan Business Plan, the Arizona Center-China and other important regional initiatives. This high-profile event generated three leads, 10 companies interested in participating in the metro business plan and more than 800 million people reached through resulting editorial placements in the Wall Street Journal, Bloomberg, CNBC Asia and China's top business channels.

Community Partnership Program

Launched to further enhance support for our communities, the Community Partnership Program (CPP) provided open dialogue between leadership from our municipalities and GPEC to align current strategies in creating a more competitive region. Productive discussion resulted in a closer assessment of infrastructure, review of each community's economic development strategy, and a need for connectivity to local/national developers and REITs. In the coming year, GPEC will launch a second phase of the CPP to ensure progress with each community is occurring.

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

FY15 ACTION ITEMS

Seek Investment to Accelerate Development and Community Planning

As an outcome of the Community Partnership Program, which was designed to assist member cities in planning and development for infrastructure, GPEC will actively promote unique industrial, office and healthcare development opportunities within our communities to local and national developers, real estate investment trusts (REITs) and institutional capital sources.

Host National and International Road Shows

Following the success of road shows in Silicon Valley, Vancouver, B.C., and Chicago, GPEC will execute another four to six trips in target markets, to be led by the region's mayors and Maricopa County supervisors. GPEC will convene key executives and multipliers (ie, law firms, financial institutions) and demonstrate the investment and supply chain opportunities available in Greater Phoenix.

Place a Razor-sharp Focus on California

Though the Golden State continues to be a leader in innovation performance, California's operating and regulatory environments remain a growth impediment. Given that California also remains the top location for prospects generated, GPEC will target multiplier networks in Silicon Valley and LA to bolster direct lead-generation efforts, as well as engage California-based corporate headquarters in a site-optimization planning dialogue.

Connect with Top 50 Corporations

As a complement to our Market Intelligence model, GPEC will identify 50 of the region's top corporate office and industrial users—companies that are not based in Arizona—and work to establish relationships between local community leadership and companies' national leadership with the intent to identify areas of opportunity for new growth and expansion.

Expand Investment Activities in China, Canada and Mexico

GPEC and the Arizona Commerce Authority have contracted with the Center of American States (CAS), which represents nine U.S. markets in China, to pursue investment for our state. Represented as the Arizona Center-China, CAS will encourage direct investment into Arizona, as China's companies are expected to employ between 200,000 and 400,000 Americans in the next five years. Since Canada represents one-third of GPEC's international prospects, we will pursue investment interest from the provinces of Alberta and British Columbia, hosting road shows in top Canadian markets. And with countries in the Eurozone experiencing an economic recovery, GPEC will target an outbound technology investment strategy for Western Europe. Finally, GPEC will continue to leverage its network of international multipliers through domestic sales missions and support the collaborative efforts to establish a trade and investment office in Mexico City.

Staying On Top

GPEC continues to maintain a national reputation as a high-performing, well respected economic development organization, earning top rankings and recognition in FY14 by Site Selection Magazine and Business Facilities.

DRIVES THESE FY15 METRICS

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

SUPPORTS THESE STRATEGIC PILLARS

- Attraction
- International
- Regional Brand
- GPEC Brand

FY14 MILESTONES

Gaining Velocity

In FY14, a broad coalition of business, public and education leaders answered the call to pivot from an economy reliant upon consumption-based industries (ie, retail, construction and tourism) to one driven by advanced industries. Much progress has been made on Velocity, the Metropolitan Business Plan, in creating a vision, conducting a market assessment and identifying specific strategies that will transform Greater Phoenix's economy in the next 10 years. The plan will focus on initiatives that will drive innovation commercialization, develop and retain human capital, upgrade capacity and a built environment for entrepreneurs, and increase connectivity between industries and entrepreneurs to global markets to promote export growth.

Global Exchange of Best Practices

The Phoenix metro was selected as one of eight markets to participate in a four-year learning and action network that develops and implements regional strategies to encourage global trade and investment. A joint project of Brookings Institution and JPMorgan Chase, the Global Cities Initiative (GCI) is designed to strengthen key metros across the U.S. in becoming more globally competitive. GPEC helped to facilitate content and draw 300 attendees to a GCI forum where prominent U.S. trade and foreign policy leaders like former U.S. Secretary of Commerce Bill Daley, former U.S. Trade Representative Carla Hills and U.S. Secretary of Commerce Penny Pritzker challenged the business community to advocate for increased export activity.

COMPETITIVENESS

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

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

FY15 ACTION ITEMS

Launch Velocity - the Metropolitan Business Plan to Transform the Greater Phoenix Economy

By providing technical and external relations support, GPEC will help drive the efforts to launch Velocity, the Metropolitan Business Plan, through a public rollout in the fall of 2014. Velocity represents an unprecedented effort to move Greater Phoenix onto new economic footing, transforming Greater Phoenix's economy to be a global force for innovation and technology by 2025.

Focus Market Intelligence on Electronics

GPEC will assess the depth of electronics companies in the region, broadening our market intelligence program to its third industry focus. Researching these companies in support of our communities' respective retention and expansion programs, GPEC will specifically evaluate next-generation electronics technology opportunities, identified through Velocity, which span several of the region's existing key industries.

Execute Global Cities Initiative

As a joint project of the Brookings Institution and JP Morgan Chase, the Global Cities Initiative (GCI) is designed to equip city and metro leaders with tools to become more globally connected and competitive. Greater Phoenix is among nine other regions selected as a Global City and stands much to gain from this initiative. Through participation in GCI, the region will not only benefit in the exchange of information with other markets, but also our metro will work alongside Brookings and JP Morgan Chase to develop a plan that will increase export and trade activity.

Pursue Grant Opportunities

While GPEC has not historically sought grants, the organization was successful in securing federal dollars from the U.S. Economic Development Administration in 2013. Pursuit of grants at both the federal level and through private foundations will be a focus in the coming year. Federal grants place an emphasis on collaboration among public and private entities, and GPEC has the reach to work with our partners in aligning around common economic development priorities.

Convene Executive Mission to Washington, D.C.

Building on the effective program and relationships garnered from the 2013 Executive Mission, GPEC will return to Washington, D.C. in the spring of 2015. The focus of this mission will be concentrated on seeking federal resources and support from congressional, government agency and industry partners for innovation, industry-led R&D centers, STEM workforce and education pipeline, exports, and entrepreneurship.

Plans to Grow Advanced Manufacturing

For the first time ever, GPEC secured a federal grant to develop a strategic plan for the implementation of an Innovation and Commercialization Center for Advanced Manufacturing. Funded by the U.S. Department of Commerce Economic Development Administration, the Investing in Manufacturing Communities Partnership was designed to accelerate the resurgence of manufacturing across the country. In partnership with ASU, GPEC is exploring a plan for an innovation center focused on sensor technologies, leveraging ASU's capabilities and other industry competencies within the region.

DRIVES THESE FY15 METRICS

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

SUPPORTS THESE STRATEGIC PILLARS

- Market Intelligence
- Next Generation
- Attraction
- International
- Regional Brand
- GPEC Brand
- Capital Markets/ Venture Formation

FY14 MILESTONES

A Leading Voice

Arizona Senate Bill (SB) 1062 had potential to negatively impact current and future business expansion to Greater Phoenix. While GPEC closely monitored SB1062, board leadership moved swiftly to issue a formal veto request to the Governor. GPEC was the first business organization to call for a veto, which led to appearances on CNN, NBC Nightly News and Bloomberg TV, where President and CEO Barry Broome positioned Arizona as a pro-business state. Following the Governor's veto, GPEC sent a letter to Governor Brewer, thanking her for her continued leadership and sound, pro-business policies.

Marketing Internationally

In an effort to market Greater Phoenix to targeted international audiences, GPEC conducted outreach to organizations that already serve as points of entry for foreign companies like ChinaGoAbroad, American Chamber of Commerce in Shanghai and Canada Arizona Business Council. Through banner ads, GPEC's international toolkit and custom mailers, GPEC made notable strides in bringing awareness of Greater Phoenix as an investment location to companies in China and Canada.

Seeing Results

After last year's launch of the GPEC California 100 campaign and ongoing efforts by our business development team to cultivate CEO relationships, GPEC celebrated two wins: Matrix Absence Management, an advanced business services company bringing 50 high-wage jobs, and a tech assist.

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

FY15 ACTION ITEMS

Target Lead-generation Activity for Business Development

In the next year, GPEC will refine existing search engine optimization activities to drive direct leads for GPEC's business development team to target. We will explore new online marketing tools that generate measurable outcomes and stir qualified interest among companies thinking of expanding their operations. This approach will enable GPEC to capture leads that are engaging with our digital assets and work to convert them into prospects.

Deliver New Tools in Marketing Region

GPEC will further enhance our social media strategy by strengthening the marketing partnership with business and tourism organizations throughout the state in an effort to enhance the region's brand through our own citizens. Specifically, this partnership will utilize the newly launched Splicity app to develop citizen video content that further promotes our region's lifestyle and business culture.

Revamp GPEC's Online Presence

The design of GPEC's social media sites will be updated to ensure continuity of the organization's brand, and content will be developed more strategically in order to replicate and extend across all online channels. GPEC will also develop a plan to engage investors in reiterating key business and marketing messages within their respective social media accounts to broaden visibility for the region to new audiences. Finally, GPEC will seek new marketing tools to more directly create dynamic interaction with end users on gpec.org.

Promote County Competes

Serving as the economic development arm of Maricopa County, GPEC has conducted a series of meetings with several key County departments with the objective of learning more about how we can promote Maricopa County's services and partnership capabilities to prospective companies considering an expansion or relocation. Known as the County Competes Program, GPEC will develop a content-specific marketing presence to raise awareness among our clients on the County's proactive and rapid willingness to meet business needs.

Support Super Bowl XLIX

As in 2008, GPEC will partner with the Arizona Commerce Authority and our member communities to support the Arizona Super Bowl Host Committee in implementing a host program targeting C-level executives around Super Bowl XLIX. This four-day program will showcase the business, innovation and lifestyle opportunities that exist in Greater Phoenix and facilitate dialogue among the region's CEOs and community leaders with CEOs and executives from major brand enterprises, up-and-coming companies and Fortune 1000 firms.

Targeted Outreach

Leveraging the built communications platforms of LinkedIn and Twitter, GPEC's marketing and business development teams worked to engage CEOs in very specific conversations based on executive profile interests and social media activity while effectively integrating the region's value proposition in the dialogue exchange. In a very unconventional way, but that is growing widely acceptable, GPEC has had early and measurable success with this approach.

DRIVES THESE FY15 METRICS

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

SUPPORTS THESE STRATEGIC PILLARS

- Attraction
- Regional Brand
- GPEC Brand

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, and recommends candidates to the board for approval, based on nominations received from mayors of member communities.

« 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*
Reviews workforce skills gaps relative to advanced industries 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.

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

Mayors and Supervisors Council
Convenes mayors of GPEC's municipalities and County supervisors for regular updates on strategic initiatives.

Resource Development Committee
Guides resource development efforts and executes fundraising strategies to ensure sustainability of GPEC's programs and services.

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
Ambassadors who have satisfied program criteria, qualifying them to serve as an extension of the GPEC team. Certified Ambassadors 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; designs activities relevant to and in support of GPEC's mission; serves as a sounding board for emerging initiatives and supports implementation of programs.

** Eligibility determined by investment level or strategic appointment*

Greater Phoenix
ECONOMIC COUNCIL

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EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2014-2015

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

1.	**Payroll Generated**	**$197.5M**
2.	**Total Number of Jobs Created**	**4,675**
3.	**Total Number of High-Wage Jobs**	**2,450**
4.	**Average High-Wage Salary**	**$51,026**
5.	**Emerging Tech Assists**	**10**
6.	**Number of Qualified Prospects**	**208**
7.	**Number of Qualified International Prospects**	**37**
8.	**Total Reach of Editorial Placements/Exposures**	**183M**

GPEC continues to target high-wage industries Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

EXHIBIT C

TARGETED INDUSTRIES
FY2014-2015

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 2014-2015, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

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

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

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; information communication technology (R&D, services); next generation electronics (sensors, optics); aerospace and defense (satellite, FAA repair); life and health sciences (R&D, oncology, regenerative medicine, cardiovascular, pharmaceuticals/neutraceuticals); 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 sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

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
Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); hospitality/visitor trade and commerce

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
Standard manufacturing; transportation & distribution; rail services; mining support facilities; renewable energy; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with the some related retail and offices.

EXHIBIT D

FY 2014-2015

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; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies

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) calendar 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.

Exhibit F

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good- faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a PIF is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C

Date Prepared: June 10, 2014 **Council Meeting Date: July 1, 2014**

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services (EDS) Director
Rebecca Zook, EDS Deputy Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Development Services Staff/Funding Request

Purpose:

Authorize and appropriate the use of one-time general fund reserves not to exceed **$83,200** to provide contract building inspection services to be used on an as needed basis to address the recurring issue of rollover inspections.

Background/Summary:

In the past two (2) years, the City of Peoria has experienced a steady increase in development activity. This has translated across the board into new zoning and land use entitlements, site plan and preliminary/final plat submissions, civil plan reviews and ultimately building and civil permits. The final result of the higher development volume is the downstream impact on building and engineering field inspections. Although the EDS department handles other activities associated with development, the negative impact is most often experienced during the construction phase of the development process. The number of assigned inspections per inspector varies each day, but the common result of the increase in activity is the rolling of inspections to the following day which deviates from our historical practice of providing building inspection services the day requested. This result is atypical in the industry and is not an acceptable level of service for our customers.

FY13 / FY14 Staffing Adjustments & Customer Service Enhancements
It is our desire and the customer's expectation that we continue to provide top quality development services at the City. Over the past 18 months, EDS reached out to both City Management and the Finance and Budget Departments to request resource assistance to address the workload volume which now is at a level that requires such action. As a result of these discussions, requests were submitted and authorized to seek contract personnel funds and ultimately personnel additions along with system/customer service enhancements. Despite the recent additions in staffing, EDS has continued to experience rising development activity most notably affecting building inspection services.

In addition to staffing changes, we have added enhancements to help streamline certain processes. Over the past 6 months, we have successfully implemented two (2) of EDS' customer service enhancements which are part of the Economic Development Implementation Strategy, namely the Building Plan Review Self-Certification Program (Jan. 2, 2014), and Over-the-Counter Plan Review Program (March 17, 2014). During the Fall of 2014 we will be implementing the final enhancements, including the Electronic Document Review Program, and On-Line Permitting Program through a partnership with the Information Technology Department.

Future Development Activity

In addition to looking at what has happened in the past couple of years and analyzing historical numbers, we are in constant communication with our development customers to anticipate what is being planned in Peoria and the adjacent areas. We began these conversations approximately two years ago and have compiled a spreadsheet of proposed projects with an anticipated time (3-36 months) to building permit issuance. We have continued to update the spreadsheet to ensure the information presented is moving through the process as planned. With that said, between the next 6 to 36 months, we anticipate up to 6,000 lots to be moving toward construction completion and ulitimate building permit issuance. As a result of this information, we believe that we can expect positive growth through FY15 and into FY16.

FY15 Budget Request:

In order to meet the current demand on services, the Economic Development Services Department is requesting the following FY15 addition to provide the capacity necessary to respond to the rising development workload while continuing to provide excellent customer services to our development partners. A contract inspector has been utilized for the past 18 months and has been approved with the FY15 budget to be converted to an FTE. We anticipate filling that position in late July or early August. At this time, we are requesting a contract building inspector to supplement the workload and will only be used on an as-needed basis.

Contract Building Inspector (PT/FT, FY15): $83,200

Contract funds for a PT/FT Building Inspector (I, II or III; as warranted by workload) for FY15.

Previous Actions: None

Options:

A: Take action supporting the staff recommendation requesting contract funding to address needs associated with rising development activity; or

B: Take action against supporting requested funding for development services as described herein at this time.

Staff's Recommendation:

Authorize and appropriate the use of one-time general fund reserves not to exceed **$83,200** to provide contract building inspection services for the *Economic Development Services Department*.

Fiscal Analysis:

Request a budget adjustment of $83,200 and use of reserves from the General Fund Contingency account (1000-0300-570000) to the Building Development, Contract Labor account (1000-0650-520012). This amount will provide additional support on an as needed basis to the Building Division of the Economic Development Services Department.

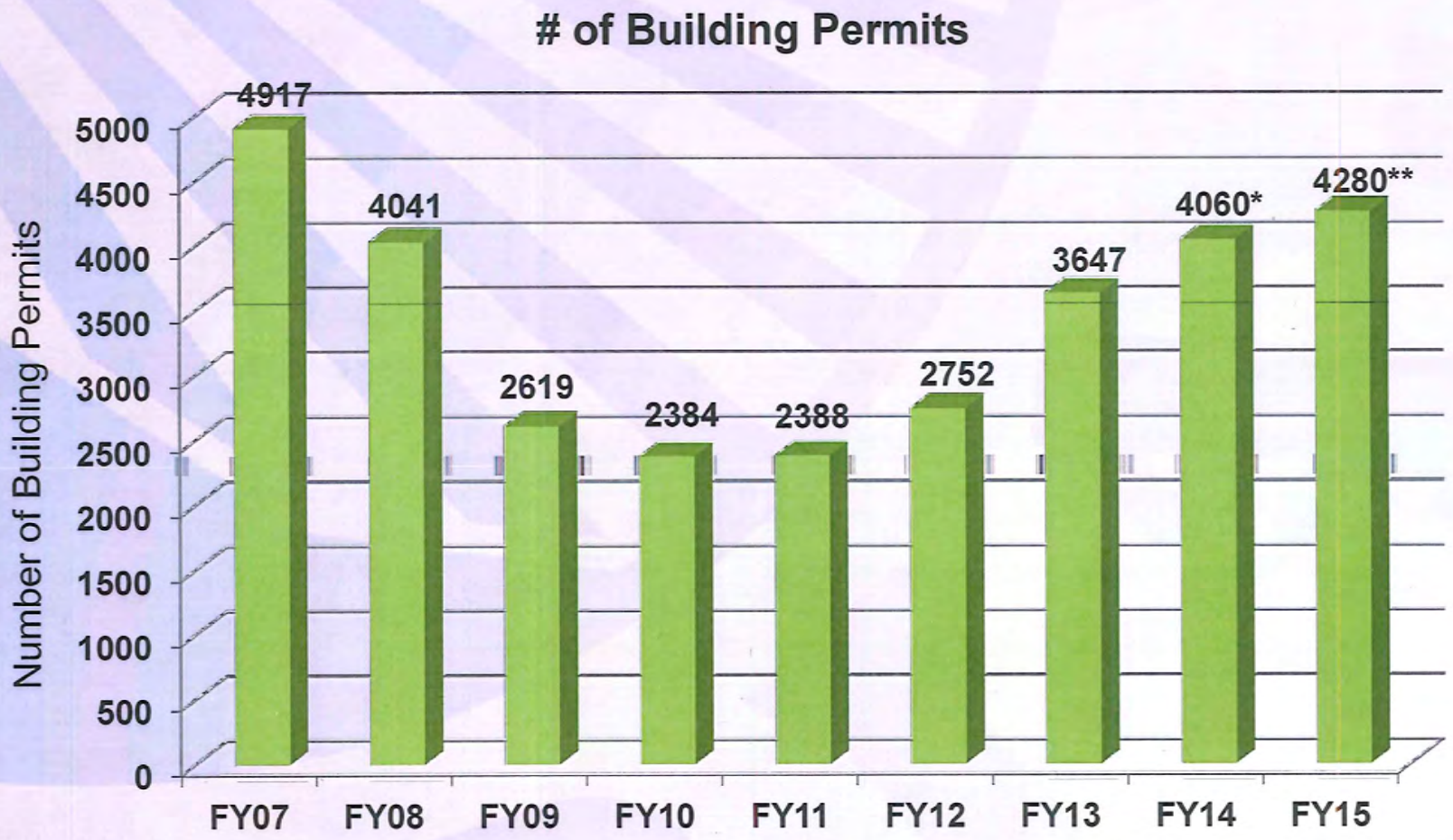
Exhibit(s):

Exhibit 1: Building Permits Issued (FY07 - FY15 projected)
Exhibit 2: Inspection Statistics (FY actual and projected numbers)
Exhibit 3: Residential Permits – Phoenix Metro (Data provided by Home Builders Association of Central Arizona)

Contact Name(s) and Number:
Rebecca Zook, Deputy Director, Economic Development Services (623) 773-7589

Building Permits Issued

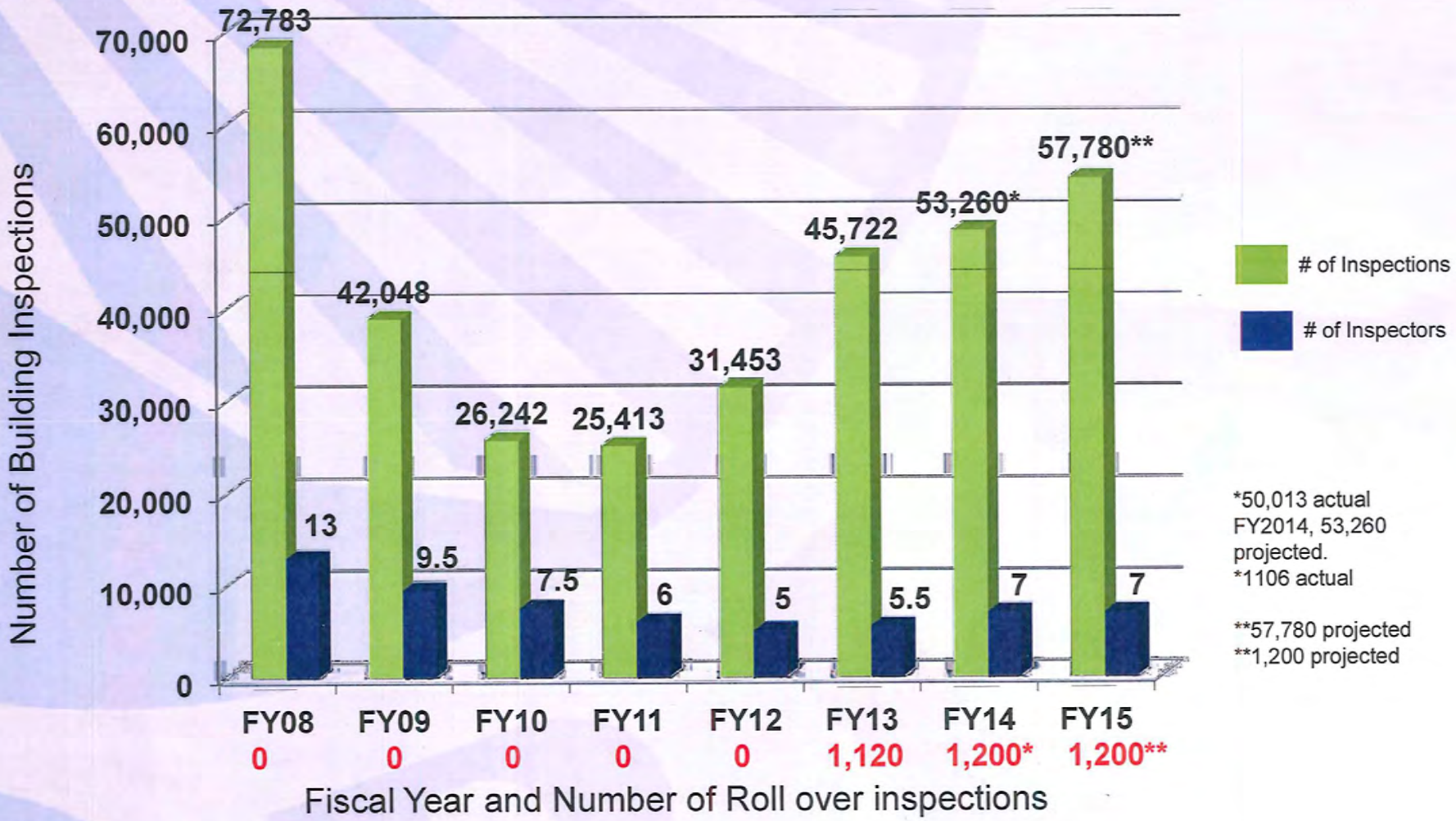
(Includes: Residential, Commercial, Miscellaneous)



* 3,819 actual as of 6/11/014; 4,060 projected
**4,280 projected at 5% increase

Inspection Statistics

Number of Building Inspections

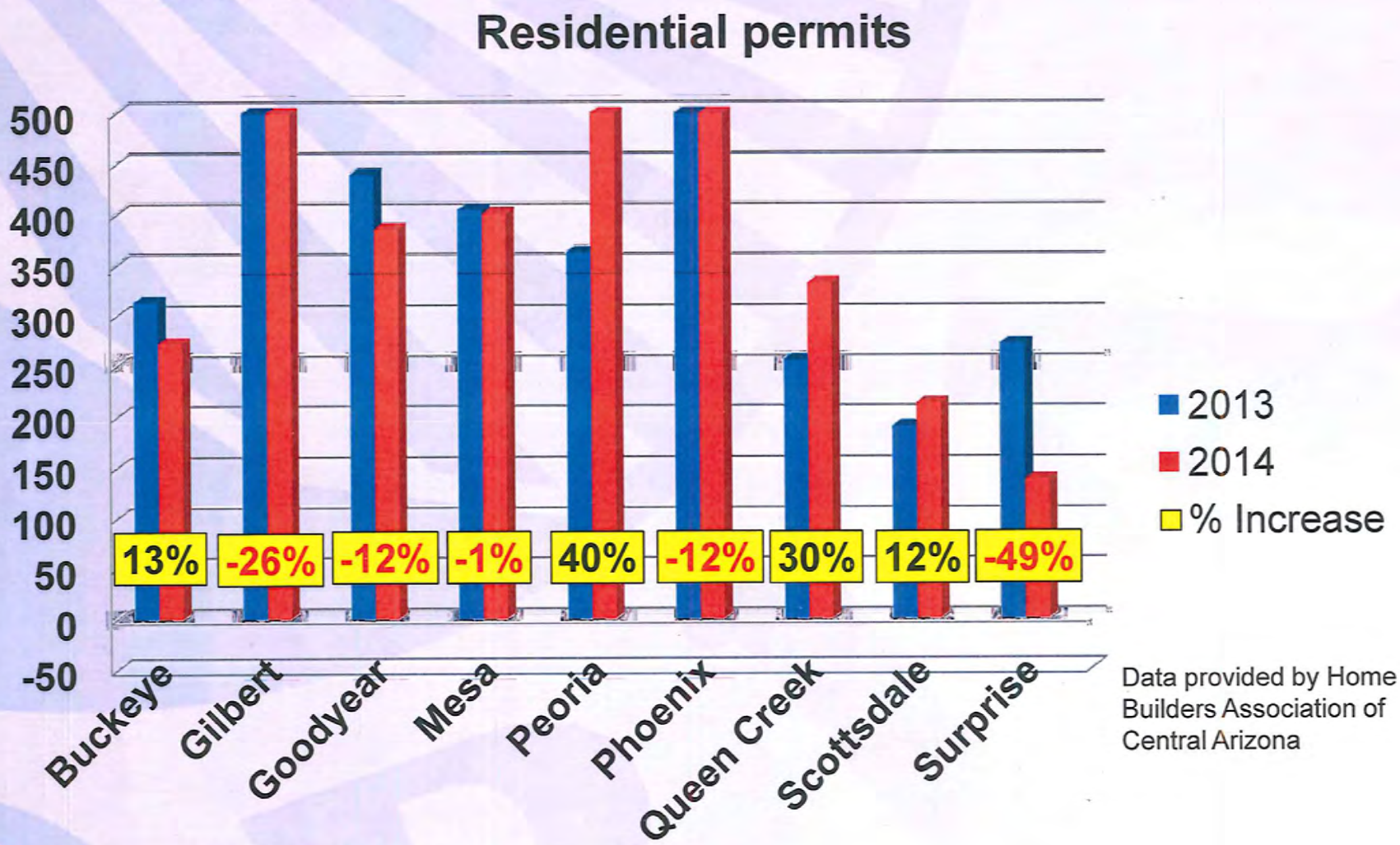


*50,013 actual FY2014, 53,260 projected.
*1106 actual

**57,780 projected
**1,200 projected

Building Permits 2013 versus 2014

Jan. 1st - May 31st



Data provided by Home Builders Association of Central Arizona

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: 15C

Date Prepared: June 12, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Julie Ayers, Human Resources Director**

SUBJECT: **Employee Education Assistance Fund – Carry Over from FY 14 to FY 15**

Purpose:

Obtain approval to carry over up to $20,000 in education assistance funds from FY 14 to FY 15.

Background/Summary:

The Employee Education Assistance Program allows up to 80% reimbursement of employee education dependent upon available funds. In FY 14, over $20,000 of the allocated funds were not expended. If this excess amount is carried over into FY 15, the 80% reimbursement rate will continue in FY 15. If the excess amount is not carried over into FY 15 and only allocated FY 15 funds are used, the reimbursement rate will be 60%.

Previous Actions:

N/A

Options:

The employee education reimbursement rate remain at 60% using FY 15 allocated funds.

Staff's Recommendations:

Approve carry over which will allow 80% reimbursement rate to continue.

Fiscal Analysis:

N/A

Narrative:

N/A

Exhibit(s):

Exhibit 1: N/A

Contact Name and Number: Julie Ayers 623-773-7580

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C

Date Prepared: May 12, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Maintenance Improvement District 1118, Vistancia Parcel F3 Phase 2, Vistancia Boulevard & Westland 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. 1118, Vistancia Parcel F3 Phase 2, Vistancia Boulevard & Westland 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 operations, 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. 1118, Vistancia Parcel F3 Phase 2, located at Vistancia Blvd & Westland 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 2015, 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 F3 Phase 2 was approved by the City on March 18, 2014 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: Traci Varland, Associate Engineer, x7612

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

[1118]
MID#

[Vistancia Pcl.F3 Phs2]
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 15.110 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 _____ day of _____ 20____.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction LLC Print Property Owner Name David Garcia, Assistant Secretary Print Name 8800 N Gainey Ctr Dr #350, Scottsdale AZ 85258 Addres[redacted] Signature	04-16-2014	
Print Property Owner Name Print Name Address Signature		

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. 2014-84

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. 1118, VISTANCIA PARCEL F3 PHASE 2, 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

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. <u>Definitions</u>.

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. 1118 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. 1118

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. 1118.

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 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

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. 2014-84 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on July 1, 2014 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

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F3 - PHASE 2
MAINTENANCE IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road, the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 23°47'04", a distance of 492.74 feet;

Thence South 74°03'31" West, a distance of 515.61 feet to the monument line intersection of Vistancia Boulevard as shown on said Re-Plat;

Thence along said monument line of Vistancia Boulevard the following courses:

Thence North 15°56'29" West, a distance of 50.56 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of 04°27'30", a distance of 105.05 feet;

Thence North 20°23'59" West, a distance of 792.68 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 00°53'58", a distance of 21.19 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of 08°01'33", a distance of 189.10 feet;

Thence North 11°28'28" West, a distance of 547.40 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal, as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence departing said monument line and along said Southerly right-of-way line of the Central Arizona Project Canal the following courses:

Thence North 69°22'26" East, a distance of 302.77 feet;
Thence South 79°00'14" East, a distance of 223.69 feet;
Thence South 11°01'46" West, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 300.04 feet;

Thence South 78°57'34" East, departing said Southerly right-of-way line, a distance of 8.11 feet;

Thence South 13°17'50" East, a distance of 44.94 feet;
Thence South 04°32'09" West, a distance of 22.33 feet;
Thence South 03°25'18" East, a distance of 20.76 feet;
Thence South 10°28'24" East, a distance of 20.00 feet;
Thence South 16°43'24" East, a distance of 22.29 feet;
Thence South 27°10'37" East, a distance of 28.15 feet;
Thence South 48°21'49" East, a distance of 14.93 feet;
Thence South 77°29'25" East, a distance of 10.09 feet;
Thence North 90°00'00" East, a distance of 8.19 feet;
Thence North 74°04'40" East, a distance of 6.83 feet;
Thence North 72°55'33" East, a distance of 7.99 feet;
Thence North 65°23'30" East, a distance of 10.77 feet;
Thence North 75°32'45" East, a distance of 21.14 feet;
Thence North 77°55'08" East, a distance of 18.91 feet;
Thence North 90°00'00" East, a distance of 28.40 feet;
Thence South 72°36'05" East, a distance of 35.30 feet;
Thence South 61°43'37" East, a distance of 38.99 feet;
Thence South 54°29'41" East, a distance of 28.39 feet;
Thence South 79°00'35" East, a distance of 24.22 feet;
Thence South 67°56'02" East, a distance of 34.41 feet;
Thence South 58°48'37" East, a distance of 25.48 feet;
Thence South 35°44'24" East, a distance of 26.01 feet;

Thence South 28°28'19" East, a distance of 36.58 feet;
Thence South 34°41'20" East, a distance of 33.57 feet;
Thence South 43°08'39" East, a distance of 33.21 feet;
Thence South 29°09'52" East, a distance of 35.03 feet;
Thence South 23°00'28" East, a distance of 17.14 feet;
Thence South 36°44'11" East, a distance of 21.39 feet;
Thence South 10°37'56" East, a distance of 32.22 feet;
Thence South 14°41'32" East, a distance of 28.64 feet;
Thence South 11°19'24" East, a distance of 23.55 feet;
Thence South 02°46'28" West, a distance of 40.95 feet;
Thence South 08°09'57" East, a distance of 61.14 feet;
Thence South 74°16'18" West, a distance of 96.83 feet;

Thence South 65°07'25" West, a distance of 125.00 feet to a point on a 435.00 foot radius non-tangent curve, whose center bears South 65°07'25" West;

Thence Northwesterly, along said curve, through a central angle of 22°06'10", a distance of 167.81 feet;

Thence South 43°01'15" West, a distance of 105.86 feet;
Thence South 68°29'42" West, a distance of 156.00 feet;
Thence North 82°21'25" West, a distance of 119.08 feet;

Thence North 21°30'18" West, a distance of 183.64 feet to a point on a 385.00 foot radius non-tangent curve, whose center bears South 15°58'11" East;

Thence Northeasterly, along said curve, through a central angle of 03°58'25", a distance of 26.70 feet;

Thence North 11°59'46" West, a distance of 50.00 feet;
Thence North 61°45'02" West, a distance of 30.53 feet;
Thence South 71°36'01" West, a distance of 50.07 feet;
Thence South 24°02'51" West, a distance of 28.01 feet;

Thence South 69°36'01" West, a distance of 31.26 feet to the beginning of a tangent curve of 55.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 17°20'29", a distance of 16.65 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 52°26'18", a distance of 50.34 feet;

Thence South 69°36'01" West, a distance of 141.82 feet;

Thence South 70°29'59" West, a distance of 76.00 feet to the True Point of Beginning.

Containing 15.110 Acres, more or less.

[redacted]

Expires 6/30/2016

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 # 1118

CITY OF PEORIA

VISTANCIA PARCEL F3 PHASE 2

A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°49'06" EAST, A DISTANCE OF 2,649.03 FEET;

THENCE SOUTH 00°12'08" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 0.33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE "RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CROSSROTE DRIVE AND WESTLAND ROAD", RECORDED IN BOOK 840 OF MAPS, PAGE 33, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°00'31" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD, THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°38'12", A DISTANCE OF 800.44 FEET;

THENCE SOUTH 89°12'27" WEST, A DISTANCE OF 336.16 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,187.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°47'04", A DISTANCE OF 492.74 FEET;

THENCE SOUTH 24°01'31" WEST, A DISTANCE OF 516.41 FEET TO THE MONUMENT LINE INTERSECTION OF VISTANCIA BOULEVARD AS SHOWN ON SAID RE-PLAT;

THENCE ALONG SAID MONUMENT LINE OF VISTANCIA BOULEVARD THE FOLLOWING COURSES:

THENCE NORTH 18°58'39" WEST, A DISTANCE OF 60.84 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,350.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°52'30", A DISTANCE OF 108.88 FEET;

THENCE NORTH 22°23'29" WEST, A DISTANCE OF 788.84 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,350.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°52'55", A DISTANCE OF 21.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHWESTERLY, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°01'32", A DISTANCE OF 180.10 FEET;

THENCE NORTH 11°18'38" WEST, A DISTANCE OF 847.40 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 344-330-3071, DATED FEBRUARY 04, 1981, REVISED MAY 30, 1986;

THENCE DEPARTING SAID MONUMENT LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE NORTH 88°22'28" EAST, A DISTANCE OF 302.77 FEET;
THENCE SOUTH 79°02'14" EAST, A DISTANCE OF 883.90 FEET;
THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 176.03 FEET;
THENCE SOUTH 78°58'14" EAST, A DISTANCE OF 300.04 FEET;

THENCE SOUTH 78°58'34" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.11 FEET;

THENCE SOUTH 13°17'59" EAST, A DISTANCE OF 44.94 FEET;
THENCE SOUTH 04°30'09" WEST, A DISTANCE OF 55.34 FEET;
THENCE SOUTH 03°52'14" EAST, A DISTANCE OF 30.74 FEET;
THENCE SOUTH 10°39'34" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 18°43'55" EAST, A DISTANCE OF 22.29 FEET;
THENCE SOUTH 27°17'22" EAST, A DISTANCE OF 36.18 FEET;
THENCE SOUTH 42°51'46" EAST, A DISTANCE OF 14.82 FEET;
THENCE SOUTH 77°29'30" EAST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 60°00'00" EAST, A DISTANCE OF 6.18 FEET;
THENCE NORTH 74°04'40" EAST, A DISTANCE OF 9.43 FEET;
THENCE NORTH 75°52'32" EAST, A DISTANCE OF 7.68 FEET;
THENCE NORTH 60°52'30" EAST, A DISTANCE OF 10.77 FEET;
THENCE NORTH 76°50'44" EAST, A DISTANCE OF 21.14 FEET;
THENCE NORTH 77°56'06" EAST, A DISTANCE OF 19.91 FEET;
THENCE NORTH 80°00'00" EAST, A DISTANCE OF 26.42 FEET;
THENCE SOUTH 75°26'00" EAST, A DISTANCE OF 30.50 FEET;
THENCE SOUTH 81°43'27" EAST, A DISTANCE OF 30.99 FEET;
THENCE SOUTH 84°20'41" EAST, A DISTANCE OF 28.30 FEET;
THENCE SOUTH 79°05'34" EAST, A DISTANCE OF 34.39 FEET;
THENCE SOUTH 67°04'00" EAST, A DISTANCE OF 34.41 FEET;
THENCE SOUTH 88°42'37" EAST, A DISTANCE OF 35.49 FEET;
THENCE SOUTH 36°44'04" EAST, A DISTANCE OF 34.01 FEET;
THENCE SOUTH 30°08'19" EAST, A DISTANCE OF 36.66 FEET;
THENCE SOUTH 34°43'00" EAST, A DISTANCE OF 33.57 FEET;
THENCE SOUTH 42°09'30" EAST, A DISTANCE OF 33.21 FEET;
THENCE SOUTH 55°09'58" EAST, A DISTANCE OF 38.03 FEET;
THENCE SOUTH 23°02'06" EAST, A DISTANCE OF 17.14 FEET;
THENCE SOUTH 36°41'11" EAST, A DISTANCE OF 21.30 FEET;
THENCE SOUTH 11°01'38" EAST, A DISTANCE OF 30.22 FEET;
THENCE SOUTH 11°47'38" EAST, A DISTANCE OF 28.64 FEET;
THENCE SOUTH 11°11'24" EAST, A DISTANCE OF 23.66 FEET;
THENCE SOUTH 02°42'06" WEST, A DISTANCE OF 40.96 FEET;
THENCE SOUTH 26°39'59" EAST, A DISTANCE OF 65.16 FEET;
THENCE SOUTH 74°11'38" WEST, A DISTANCE OF 86.65 FEET;

THENCE SOUTH 88°52'38" WEST, A DISTANCE OF 135.00 FEET TO A POINT ON A 436.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 84°07'38" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°06'10", A DISTANCE OF 187.81 FEET;

THENCE SOUTH 43°13'18" WEST, A DISTANCE OF 108.66 FEET;
THENCE SOUTH 86°09'45" WEST, A DISTANCE OF 168.00 FEET;
THENCE NORTH 82°53'38" WEST, A DISTANCE OF 118.06 FEET;

THENCE NORTH 31°30'18" WEST, A DISTANCE OF 183.44 FEET TO A POINT ON A 366.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 15°54'11" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°49'28", A DISTANCE OF 33.76 FEET;

THENCE NORTH 11°18'45" WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 61°45'55" WEST, A DISTANCE OF 30.83 FEET;
THENCE NORTH 71°38'51" WEST, A DISTANCE OF 60.07 FEET;
THENCE SOUTH 24°02'51" WEST, A DISTANCE OF 38.01 FEET;

THENCE SOUTH 56°38'51" WEST, A DISTANCE OF 31.26 FEET TO THE BEGINNING OF A TANGENT CURVE OF 54.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

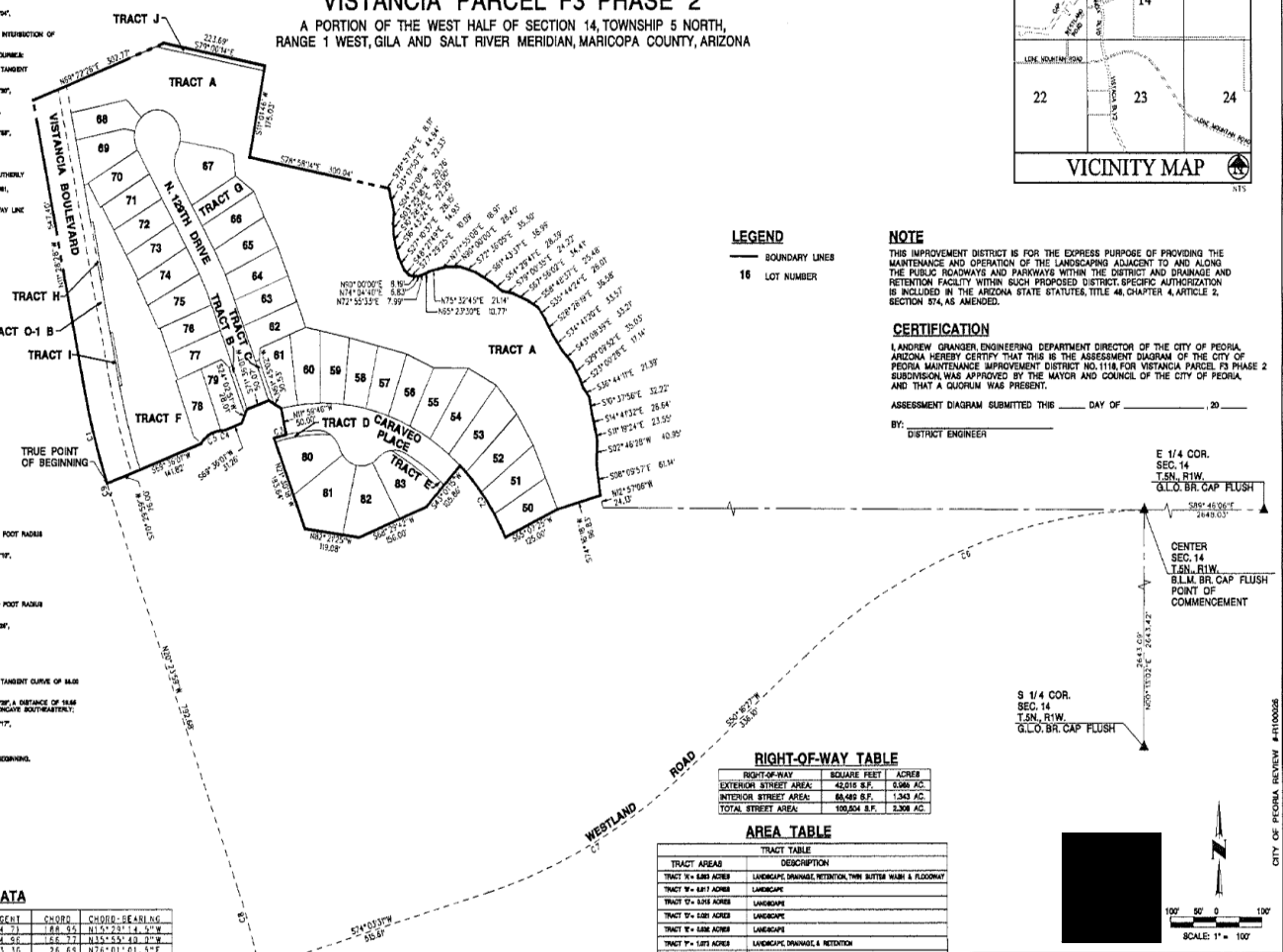
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°30'06", A DISTANCE OF 16.49 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 68.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°58'17", A DISTANCE OF 69.34 FEET;

THENCE SOUTH 86°29'01" WEST, A DISTANCE OF 141.82 FEET;

THENCE SOUTH 70°29'08" WEST, A DISTANCE OF 76.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.110 ACRES, MORE OR LESS.



LEGEND

BOUNDARY LINES

16 LOT NUMBER

NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1118, FOR VISTANCIA PARCEL F3 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1350.00	189.10	008°01'11"	94.71	188.95	N15°23'14.5"W
2	435.00	167.81	022°06'10"	84.92	166.73	N35°55'49.0"W
3	385.00	26.70	003°58'25"	13.35	26.69	N76°01'01.5"E
4	55.00	16.65	017°20'29"	8.39	16.58	S78°16'15.5"W
5	55.00	50.34	052°26'18"	27.09	48.60	S60°43'21.5"W
6	1187.00	800.44	038°38'12"	416.11	785.36	S6°39'33.0"W
7	1187.00	492.74	023°47'04"	249.97	489.21	S62°09'59.0"W
8	1350.00	105.05	004°27'30"	52.55	105.02	N18°10'14.0"W
9	1350.00	21.19	000°53'58"	10.60	21.19	N19°57'00.0"W

RIGHT-OF-WAY TABLE

RIGHT-OF-WAY	SQUARE FEET	ACRES
EXTERIOR STREET AREA:	42,015 S.F.	0.964 AC.
INTERIOR STREET AREA:	58,489 S.F.	1.343 AC.
TOTAL STREET AREA:	100,504 S.F.	2.308 AC.

AREA TABLE

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A' = 5.863 ACRES	LANDSCAPE, DRAINAGE, RETENTION, TWIN BUTTER WASH & FLOODWAY
TRACT 'B' = 0.217 ACRES	LANDSCAPE
TRACT 'C' = 0.315 ACRES	LANDSCAPE
TRACT 'D' = 0.021 ACRES	LANDSCAPE
TRACT 'E' = 0.036 ACRES	LANDSCAPE
TRACT 'F' = 1.073 ACRES	LANDSCAPE, DRAINAGE, & RETENTION
TRACT 'G' = 0.139 ACRES	LANDSCAPE
TRACT 'H' = 0.015 ACRES	LANDSCAPE
TRACT 'I' = 0.003 ACRES	LANDSCAPE
TRACT 'J' = 0.083 ACRES	LANDSCAPE, DRAINAGE, & REGIONAL TRAIL CORRIDOR
TRACT 'O-1 B' = 0.303 ACRES	LANDSCAPE & PUBLIC UTILITY EASEMENT
TOTAL = 8.744 ACRES	

MAINTENANCE I.D. # 1118		
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-772-7210		
DRAWN	ALS	COE & VAN LOO CONSULTANTS, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 (602) 264-6831
DATE	09-03-10	
SCALE	1"=100'	
SHT	1 OF 1	

VISTANCIA PARCEL F3 PHASE II - MID - C.V.L. JOB# 01.0165801

CITY OF PEORIA REVIEW #-R100326

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. 1118, VISTANCIA PARCEL F3 PHASE 2.

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 1st day of July, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-85; 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. 1118, 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. 1118 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2014-85

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. 1118, VISTANCIA PARCEL F3 PHASE 2; 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. 1118.

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 District No. 1118 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. 1118 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. 1118 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. 1118.

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. 1118 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F3 - PHASE 2
MAINTENANCE IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road, the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 23°47'04", a distance of 492.74 feet;

Thence South 74°03'31" West, a distance of 515.61 feet to the monument line intersection of Vistancia Boulevard as shown on said Re-Plat;

Thence along said monument line of Vistancia Boulevard the following courses:

Thence North 15°56'29" West, a distance of 50.56 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of 04°27'30", a distance of 105.05 feet;

Thence North 20°23'59" West, a distance of 792.68 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 00°53'58", a distance of 21.19 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of 08°01'33", a distance of 189.10 feet;

Thence North 11°28'28" West, a distance of 547.40 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal, as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence departing said monument line and along said Southerly right-of-way line of the Central Arizona Project Canal the following courses:

Thence North 69°22'26" East, a distance of 302.77 feet;
Thence South 79°00'14" East, a distance of 223.69 feet;
Thence South 11°01'46" West, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 300.04 feet;

Thence South 78°57'34" East, departing said Southerly right-of-way line, a distance of 8.11 feet;

Thence South 13°17'50" East, a distance of 44.94 feet;
Thence South 04°32'09" West, a distance of 22.33 feet;
Thence South 03°25'18" East, a distance of 20.76 feet;
Thence South 10°28'24" East, a distance of 20.00 feet;
Thence South 16°43'24" East, a distance of 22.29 feet;
Thence South 27°10'37" East, a distance of 28.15 feet;
Thence South 48°21'49" East, a distance of 14.93 feet;
Thence South 77°29'25" East, a distance of 10.09 feet;
Thence North 90°00'00" East, a distance of 8.19 feet;
Thence North 74°04'40" East, a distance of 6.83 feet;
Thence North 72°55'33" East, a distance of 7.99 feet;
Thence North 65°23'30" East, a distance of 10.77 feet;
Thence North 75°32'45" East, a distance of 21.14 feet;
Thence North 77°55'08" East, a distance of 18.91 feet;
Thence North 90°00'00" East, a distance of 28.40 feet;
Thence South 72°36'05" East, a distance of 35.30 feet;
Thence South 61°43'37" East, a distance of 38.99 feet;
Thence South 54°29'41" East, a distance of 28.39 feet;
Thence South 79°00'35" East, a distance of 24.22 feet;
Thence South 67°56'02" East, a distance of 34.41 feet;
Thence South 58°48'37" East, a distance of 25.48 feet;
Thence South 35°44'24" East, a distance of 26.01 feet;

Thence South 28°28'19" East, a distance of 36.58 feet;
Thence South 34°41'20" East, a distance of 33.57 feet;
Thence South 43°08'39" East, a distance of 33.21 feet;
Thence South 29°09'52" East, a distance of 35.03 feet;
Thence South 23°00'28" East, a distance of 17.14 feet;
Thence South 36°44'11" East, a distance of 21.39 feet;
Thence South 10°37'56" East, a distance of 32.22 feet;
Thence South 14°41'32" East, a distance of 28.64 feet;
Thence South 11°19'24" East, a distance of 23.55 feet;
Thence South 02°46'28" West, a distance of 40.95 feet;
Thence South 08°09'57" East, a distance of 61.14 feet;
Thence South 74°16'18" West, a distance of 96.83 feet;

Thence South 65°07'25" West, a distance of 125.00 feet to a point on a 435.00 foot radius non-tangent curve, whose center bears South 65°07'25" West;

Thence Northwesterly, along said curve, through a central angle of 22°06'10", a distance of 167.81 feet;

Thence South 43°01'15" West, a distance of 105.86 feet;
Thence South 68°29'42" West, a distance of 156.00 feet;
Thence North 82°21'25" West, a distance of 119.08 feet;

Thence North 21°30'18" West, a distance of 183.64 feet to a point on a 385.00 foot radius non-tangent curve, whose center bears South 15°58'11" East;

Thence Northeasterly, along said curve, through a central angle of 03°58'25", a distance of 26.70 feet;

Thence North 11°59'46" West, a distance of 50.00 feet;
Thence North 61°45'02" West, a distance of 30.53 feet;
Thence South 71°36'01" West, a distance of 50.07 feet;
Thence South 24°02'51" West, a distance of 28.01 feet;

Thence South 69°36'01" West, a distance of 31.26 feet to the beginning of a tangent curve of 55.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 17°20'29", a distance of 16.65 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 52°26'18", a distance of 50.34 feet;

Thence South 69°36'01" West, a distance of 141.82 feet;

Thence South 70°29'59" West, a distance of 76.00 feet to the True Point of Beginning.

Containing 15.110 Acres, more or less.

[redacted]

Expires 6/30/2016

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 # 1118

CITY OF PEORIA

VISTANCIA PARCEL F3 PHASE 2

A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE G.L.O. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'06" EAST, A DISTANCE OF 2,649.03 FEET;

THENCE SOUTH 00°13'08" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 0.33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CROSCKTE DRIVE AND WESTLAND ROAD, RECORDED IN BOOK 840 OF MAPS, PAGE 23, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°06'21" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD, THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°38'12", A DISTANCE OF 800.44 FEET;

THENCE SOUTH 89°59'27" WEST, A DISTANCE OF 326.10 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,187.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°43'54", A DISTANCE OF 490.74 FEET;

THENCE SOUTH 74°03'31" WEST, A DISTANCE OF 918.61 FEET TO THE MONUMENT LINE INTERSECTION OF VISTANCIA BOULEVARD AS SHOWN ON SAID RB-PLAT;

THENCE ALONG SAID MONUMENT LINE OF VISTANCIA BOULEVARD THE FOLLOWING COURSES:

THENCE NORTH 16°56'28" WEST, A DISTANCE OF 80.64 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,350.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°57'00", A DISTANCE OF 108.08 FEET;

THENCE NORTH 20°53'28" WEST, A DISTANCE OF 798.84 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,350.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°55'56", A DISTANCE OF 51.16 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHWESTERLY, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°01'33", A DISTANCE OF 188.10 FEET;

THENCE NORTH 11°56'28" WEST, A DISTANCE OF 847.40 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 344-530-3071, DATED FEBRUARY 24, 1981, REVISED MAY 30, 1986;

THENCE DEPARTING SAID MONUMENT LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE NORTH 69°52'26" EAST, A DISTANCE OF 309.77 FEET;
THENCE SOUTH 70°01'41" EAST, A DISTANCE OF 603.98 FEET;
THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 178.03 FEET;
THENCE SOUTH 79°49'16" EAST, A DISTANCE OF 308.04 FEET;

THENCE SOUTH 79°57'30" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.11 FEET;

THENCE SOUTH 13°17'59" EAST, A DISTANCE OF 44.94 FEET;
THENCE SOUTH 84°30'59" WEST, A DISTANCE OF 69.33 FEET;
THENCE SOUTH 69°28'16" EAST, A DISTANCE OF 30.76 FEET;
THENCE SOUTH 13°26'24" EAST, A DISTANCE OF 20.60 FEET;
THENCE SOUTH 18°14'24" EAST, A DISTANCE OF 32.09 FEET;
THENCE SOUTH 27°17'37" EAST, A DISTANCE OF 36.18 FEET;
THENCE SOUTH 42°31'46" EAST, A DISTANCE OF 14.83 FEET;
THENCE SOUTH 77°19'58" EAST, A DISTANCE OF 10.04 FEET;
THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 5.18 FEET;
THENCE SOUTH 74°54'40" EAST, A DISTANCE OF 5.45 FEET;
THENCE SOUTH 79°50'33" EAST, A DISTANCE OF 7.06 FEET;
THENCE SOUTH 82°52'52" EAST, A DISTANCE OF 10.77 FEET;
THENCE SOUTH 75°35'06" EAST, A DISTANCE OF 13.31 FEET;
THENCE SOUTH 82°00'00" EAST, A DISTANCE OF 15.34 FEET;
THENCE SOUTH 82°00'00" EAST, A DISTANCE OF 30.45 FEET;
THENCE SOUTH 72°36'06" EAST, A DISTANCE OF 30.85 FEET;
THENCE SOUTH 81°43'57" EAST, A DISTANCE OF 39.99 FEET;
THENCE SOUTH 84°29'41" EAST, A DISTANCE OF 38.39 FEET;
THENCE SOUTH 75°00'56" EAST, A DISTANCE OF 34.28 FEET;
THENCE SOUTH 67°09'06" EAST, A DISTANCE OF 36.41 FEET;
THENCE SOUTH 88°45'37" EAST, A DISTANCE OF 36.49 FEET;
THENCE SOUTH 36°44'24" EAST, A DISTANCE OF 38.21 FEET;
THENCE SOUTH 26°39'18" EAST, A DISTANCE OF 39.85 FEET;
THENCE SOUTH 34°41'06" EAST, A DISTANCE OF 33.87 FEET;
THENCE SOUTH 43°08'58" EAST, A DISTANCE OF 33.21 FEET;
THENCE SOUTH 83°09'58" EAST, A DISTANCE OF 36.63 FEET;
THENCE SOUTH 55°00'38" EAST, A DISTANCE OF 17.14 FEET;
THENCE SOUTH 36°44'11" EAST, A DISTANCE OF 31.38 FEET;
THENCE SOUTH 13°39'48" EAST, A DISTANCE OF 38.82 FEET;
THENCE SOUTH 14°47'32" EAST, A DISTANCE OF 38.64 FEET;
THENCE SOUTH 11°11'24" EAST, A DISTANCE OF 33.66 FEET;
THENCE SOUTH 06°43'06" WEST, A DISTANCE OF 42.99 FEET;
THENCE SOUTH 26°00'57" EAST, A DISTANCE OF 41.34 FEET;
THENCE SOUTH 75°15'18" WEST, A DISTANCE OF 86.03 FEET;

THENCE SOUTH 86°00'38" WEST, A DISTANCE OF 138.60 FEET TO A POINT ON A 458.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 84°07'56" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°06'10", A DISTANCE OF 72.81 FEET;

THENCE SOUTH 43°31'16" WEST, A DISTANCE OF 106.44 FEET;
THENCE SOUTH 88°09'45" WEST, A DISTANCE OF 164.05 FEET;
THENCE SOUTH 80°53'38" WEST, A DISTANCE OF 116.28 FEET;

THENCE NORTH 51°32'18" WEST, A DISTANCE OF 183.44 FEET TO A POINT ON A 366.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 15°08'11" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°49'38", A DISTANCE OF 18.09 FEET;

THENCE NORTH 11°18'45" WEST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 81°40'55" WEST, A DISTANCE OF 33.53 FEET;
THENCE NORTH 71°38'51" WEST, A DISTANCE OF 45.07 FEET;
THENCE SOUTH 34°32'51" WEST, A DISTANCE OF 38.01 FEET;

THENCE SOUTH 86°38'51" WEST, A DISTANCE OF 31.86 FEET TO THE BEGINNING OF A TANGENT CURVE OF 56.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

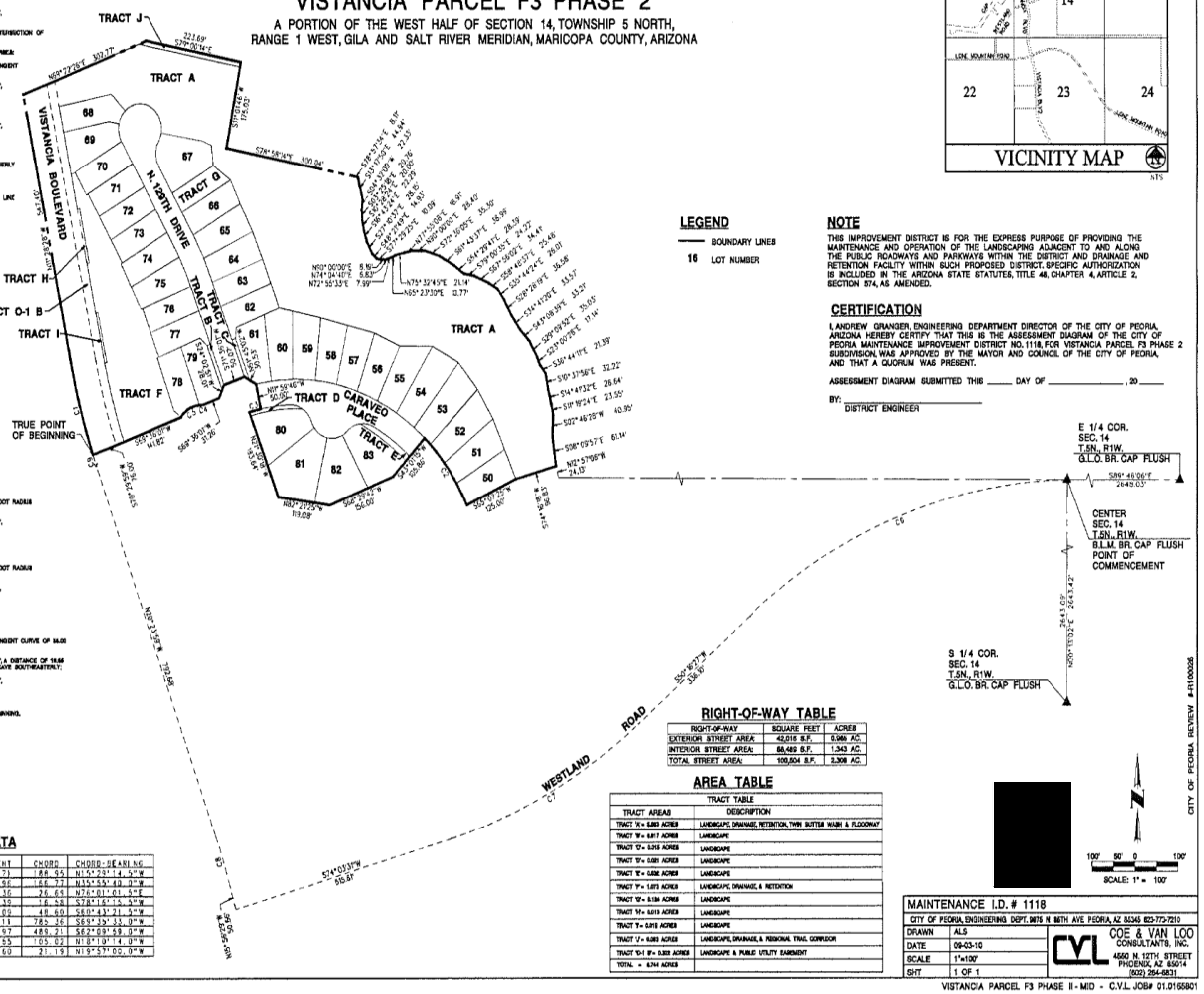
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°30'38", A DISTANCE OF 16.66 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 56.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°08'17", A DISTANCE OF 50.54 FEET;

THENCE SOUTH 69°30'51" WEST, A DISTANCE OF 141.62 FEET;

THENCE SOUTH 75°35'06" WEST, A DISTANCE OF 76.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18.110 ACRES, MORE OR LESS.



LEGEND

——	BOUNDARY LINES
16	LOT NUMBER

NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1118, FOR VISTANCIA PARCEL F3 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

RIGHT-OF-WAY TABLE

RIGHT-OF-WAY	SQUARE FEET	ACRES
EXTERIOR STREET AREA:	42,016 S.F.	0.965 AC.
INTERIOR STREET AREA:	58,489 S.F.	1.343 AC.
TOTAL STREET AREA:	100,504 S.F.	2.308 AC.

AREA TABLE

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A'= 0.863 ACRES	LANDSCAPE, DRAINAGE, RETENTION, TWW SUTTER WASH & FLOODWAY
TRACT 'B'= 0.017 ACRES	LANDSCAPE
TRACT 'C'= 0.215 ACRES	LANDSCAPE
TRACT 'D'= 0.021 ACRES	LANDSCAPE
TRACT 'E'= 0.036 ACRES	LANDSCAPE
TRACT 'F'= 1.073 ACRES	LANDSCAPE, DRAINAGE, & RETENTION
TRACT 'G'= 0.134 ACRES	LANDSCAPE
TRACT 'H'= 0.013 ACRES	LANDSCAPE
TRACT 'I'= 0.013 ACRES	LANDSCAPE
TRACT 'J'= 0.083 ACRES	LANDSCAPE, DRAINAGE, & REGIONAL TRAIL CORRIDOR
TRACT 'O-1 B'= 0.323 ACRES	LANDSCAPE & PUBLIC UTILITY EASEMENT
TOTAL = 2.741 ACRES	

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1350.00	189.10	008°01'33"	94.73	188.95	N15°29'14.5"W
2	435.00	167.81	022°06'10"	84.96	166.77	N35°55'40.0"W
3	385.00	26.70	003°58'35"	13.35	26.65	N76°01'01.5"E
4	55.00	16.65	017°20'29"	8.39	16.58	S78°16'15.5"W
5	55.00	50.34	052°26'18"	27.09	48.60	S60°43'21.5"W
6	1187.00	800.44	038°38'12"	416.11	785.26	S69°39'33.0"W
7	1187.00	492.74	023°47'04"	249.97	489.21	S62°08'59.0"W
8	1350.00	105.05	004°27'30"	52.55	105.02	N18°19'14.0"W
9	1350.00	21.19	000°53'58"	10.60	21.19	N19°57'00.0"W

MAINTENANCE I.D.# 1118		
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7210		
DRAWN	ALS	CVL COE & VAN LOO CONSULTANTS, INC. 4550 N. 12TH STREET PHOENIX, AZ 85014 (602) 264-6831
DATE	09-03-10	
SCALE	1"=100'	
SHT	1 OF 1	

CITY OF PEORIA REVIEW #-R1100008

VISTANCIA PARCEL F3 PHASE II - MID - C.V.L. JOB# 01.0155801

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C

Date Prepared: May 8, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Maintenance Improvement District No. 1119, Vistancia Parcel F4 Phase 1, 128th Avenue and Westland 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. 1119, Vistancia Parcel F4 Phase 1, 128th Avenue and Westland 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 operations, 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. 1119, Vistancia Parcel F4 Phase 1, located at 128th Avenue and Westland 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 2015, 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 F4 Phase 1 was approved by the City on April 1, 2014 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: Traci Varland, Associate Engineer, x7612

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

[1119]
MID#

[Vistancia Pcl F4 Phs 1]
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 17.935 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 _____ day of _____ 20____.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction LLC Print Property Owner Name David Garcia, Assistant Secretary Print Name 8800 N Gainey Ctr Dr #350, Scottsdale AZ 85258 Address [redacted] Signature	04-16-2014	
Print Property Owner Name Print Name Address Signature		

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. 2014-88

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. 1119, VISTANCIA PARCEL F4 PHASE 1, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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. <u>Definitions</u>.

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. 1119 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. 1119

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. 1119.

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 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

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. 2014-88 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on July 1, 2014 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

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Westerly, along said monument line and said curve, through a central angle of 03°12'47", a distance of 66.57 feet to the True Point of Beginning;

Thence Southwesterly, continuing along said curve, through a central angle of 35°25'25", a distance of 733.87 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 02°40'53", a distance of 55.55 feet;

Thence North 37°02'40" West, departing said monument line, a distance of 80.00 feet;

Thence North 15°57'47" East, a distance of 58.52 feet;
Thence North 15°22'03" East, a distance of 34.89 feet;
Thence North 04°31'14" East, a distance of 59.32 feet;
Thence North 03°18'19" East, a distance of 34.36 feet;
Thence North 12°56'24" West, a distance of 41.29 feet;
Thence North 18°10'25" West, a distance of 42.35 feet;
Thence North 17°06'47" West, a distance of 31.62 feet;
Thence North 32°21'02" West, a distance of 38.26 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
Maintenance Improvement District
April 15, 2014

Thence North 34°19'02" West, a distance of 43.78 feet;
Thence North 35°05'29" West, a distance of 13.36 feet;
Thence North 36°40'08" West, a distance of 27.65 feet;
Thence North 20°46'05" West, a distance of 46.56 feet;
Thence North 12°57'06" West, a distance of 50.09 feet;
Thence North 08°09'57" West, a distance of 61.14 feet;
Thence North 02°46'28" East, a distance of 40.95 feet;
Thence North 11°19'24" West, a distance of 23.55 feet;
Thence North 14°41'32" West, a distance of 28.64 feet;
Thence North 10°37'56" West, a distance of 14.93 feet;
Thence South 78°58'14" East, a distance of 216.74 feet;
Thence North 11°01'46" East, a distance of 280.00 feet;
Thence North 33°58'14" West, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence South 78°58'14" East, a distance of 30.28 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 855.00 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

Thence South 78°58'14" East, a distance of 11.72 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;
Thence South 56°01'46" West, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 36.53 feet to the beginning of a tangent curve of 362.98 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence South 78°58'14" East, a distance of 50.73 feet;
Thence South 18°36'07" West, a distance of 85.13 feet;
Thence South 50°34'26" East, a distance of 21.56 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
Maintenance Improvement District
April 15, 2014

Thence South 04°18'08" East, a distance of 65.00 feet to the True Point of Beginning.

Containing 17.035 Acres, more or less.

[redacted]

Expires 6/30/2016

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 # 1119

VISTANCIA PARCEL F4 PHASE 1

A PORTION OF THE WEST HALF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'05" EAST, A DISTANCE OF 2,648.03 FEET;

THENCE SOUTH 00°13'55" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 3.30 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE PRE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, DESERTETE DRIVE AND WESTLAND ROAD, RECORDED IN BOOK 680 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, AND POINT-ARMED ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°08'51" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD THE FOLLOWING COURSES:

THENCE WESTERLY, ALONG SAID MONUMENT LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'47", A DISTANCE OF 46.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°56'06", A DISTANCE OF 755.87 FEET;

THENCE SOUTH 50°16'22" WEST, A DISTANCE OF 336.19 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,187.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°46'53", A DISTANCE OF 56.28 FEET;

THENCE NORTH 37°02'42" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 69.00 FEET;

THENCE NORTH 16°06'47" EAST, A DISTANCE OF 58.23 FEET;
THENCE NORTH 18°20'52" EAST, A DISTANCE OF 34.88 FEET;
THENCE NORTH 04°33'14" EAST, A DISTANCE OF 36.38 FEET;
THENCE NORTH 02°48'18" EAST, A DISTANCE OF 24.38 FEET;
THENCE NORTH 13°46'54" WEST, A DISTANCE OF 41.08 FEET;
THENCE NORTH 17°04'07" WEST, A DISTANCE OF 31.08 FEET;
THENCE NORTH 17°04'07" WEST, A DISTANCE OF 31.08 FEET;
THENCE NORTH 32°33'10" WEST, A DISTANCE OF 36.26 FEET;
THENCE NORTH 34°14'52" WEST, A DISTANCE OF 43.76 FEET;
THENCE NORTH 36°06'28" WEST, A DISTANCE OF 13.26 FEET;
THENCE NORTH 36°40'06" WEST, A DISTANCE OF 47.66 FEET;
THENCE NORTH 52°45'06" WEST, A DISTANCE OF 42.55 FEET;
THENCE NORTH 58°46'06" WEST, A DISTANCE OF 42.55 FEET;
THENCE NORTH 58°46'06" WEST, A DISTANCE OF 61.24 FEET;
THENCE NORTH 58°46'06" WEST, A DISTANCE OF 45.86 FEET;
THENCE NORTH 17°15'54" WEST, A DISTANCE OF 23.88 FEET;
THENCE NORTH 14°41'26" WEST, A DISTANCE OF 38.84 FEET;
THENCE NORTH 10°22'56" WEST, A DISTANCE OF 14.83 FEET;
THENCE NORTH 76°06'14" EAST, A DISTANCE OF 818.74 FEET;
THENCE NORTH 13°53'46" WEST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 13°53'46" WEST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 13°06'46" EAST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 76°06'14" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 13°06'46" EAST, A DISTANCE OF 142.06 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 344-330-3071, DATED FEBRUARY 24, 1981, REVISED MAY 20, 1986;

THENCE SOUTH 76°06'14" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 866.00 FEET;

THENCE SOUTH 11°06'46" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.06 FEET;

THENCE SOUTH 76°06'14" EAST, A DISTANCE OF 11.78 FEET;
THENCE SOUTH 11°53'46" WEST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 88°06'14" WEST, A DISTANCE OF 38.00 FEET;

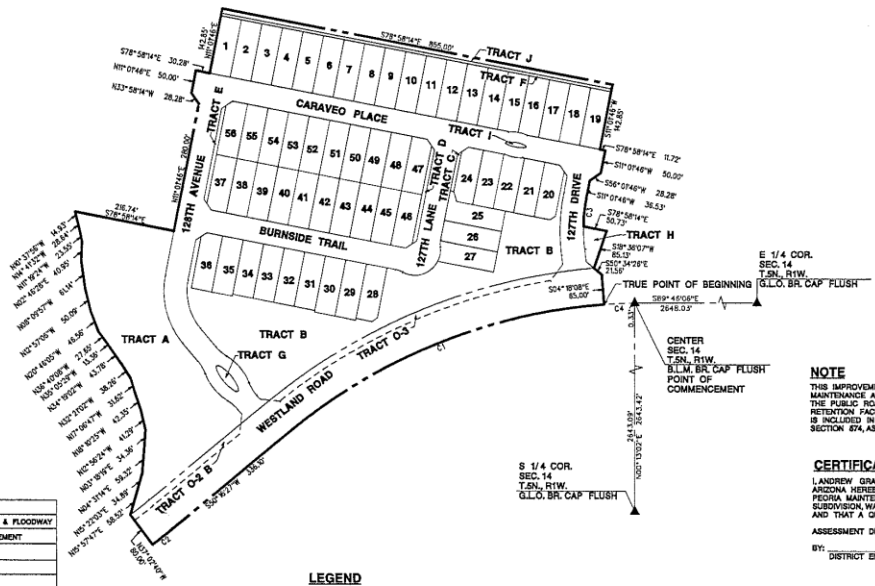
THENCE SOUTH 11°06'46" WEST, A DISTANCE OF 90.83 FEET TO THE BEGINNING OF A TANGENT CURVE OF 362.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

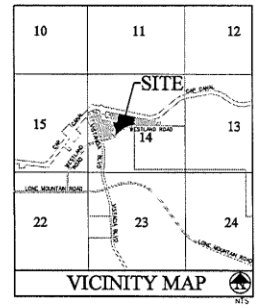
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°04'14", A DISTANCE OF 63.60 FEET;

THENCE SOUTH 78°06'14" EAST, A DISTANCE OF 40.73 FEET;
THENCE SOUTH 18°38'07" WEST, A DISTANCE OF 80.13 FEET;
THENCE SOUTH 80°54'38" EAST, A DISTANCE OF 21.06 FEET;

THENCE SOUTH 04°18'08" EAST, A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 17.096 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 674, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1119, FOR VISTANCIA PARCEL F4 PHASE 1 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____.

BY: _____
DISTRICT ENGINEER

RIGHT-OF-WAY TABLE

RIGHT-OF-WAY	SQUARE FEET	ACRES
EXTERIOR STREET AREA:	74,366 S.F.	1.707 AC.
INTERIOR STREET AREA:	136,565 S.F.	3.136 AC.
TOTAL STREET AREA:	210,931 S.F.	4.842 AC.

AREA TABLE

TRACT AREAS	TRACT USES
TRACT 'A' = 2.246 ACRES	LANDSCAPE, DRAINAGE, RETENTION, TWIN BUTTES WASH & FLOODWAY
TRACT 'B' = 2.017 ACRES	LANDSCAPE, DRAINAGE, RETENTION & SEWER LINE EASEMENT
TRACT 'C' = 0.015 ACRES	LANDSCAPE
TRACT 'D' = 0.036 ACRES	LANDSCAPE
TRACT 'E' = 0.036 ACRES	LANDSCAPE
TRACT 'F' = 0.115 ACRES	LANDSCAPE & DRAINAGE
TRACT 'G' = 0.025 ACRES	LANDSCAPE
TRACT 'H' = 0.065 ACRES	LANDSCAPE, DRAINAGE & RETENTION
TRACT 'I' = 0.008 ACRES	LANDSCAPE
TRACT 'J' = 0.196 ACRES	LANDSCAPE & FUTURE TRAIL
TRACT 'O-2 B' = 0.104 ACRES	LANDSCAPE & PUBLIC UTILITY EASEMENT
TRACT 'O-3' = 0.229 ACRES	LANDSCAPE & PUBLIC UTILITY EASEMENT
TOTAL TRACTS = 5.096 ACRES	

LEGEND

—— BOUNDARY LINES
16 LOT NUMBER

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	733.87	035°25'25"	379.09	722.24	S67°59'08.5"W
2	1187.00	55.55	002°40'53"	27.78	55.54	S51°36'53.5"W
3	362.95	63.80	010°04'14"	31.98	63.72	S05°59'33.0"W
4	1187.00	66.57	003°12'47"	33.29	66.56	S87°18'13.5"W

CITY OF PEORIA, REVIEW #-81100059

MAINTENANCE I.D. # 1119	
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-21-10
SCALE	1"=100'
SHT	1 OF 1

COE & VAN LOO CONSULTANTS, INC.
4650 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 1 - MID - C.V.L. JOB# 01.0165802

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. 1119, VISTANCIA PARCEL F4 PHASE 1.

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 1st day of July, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-89; 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. 1119, 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. 1119 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2014-89

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. 1119, VISTANCIA PARCEL F4 PHASE 1; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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. 1119.

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 District No. 1119 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. 1119 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. 1119 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. 1119.

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. 1119 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Westerly, along said monument line and said curve, through a central angle of 03°12'47", a distance of 66.57 feet to the True Point of Beginning;

Thence Southwesterly, continuing along said curve, through a central angle of 35°25'25", a distance of 733.87 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 02°40'53", a distance of 55.55 feet;

Thence North 37°02'40" West, departing said monument line, a distance of 80.00 feet;

Thence North 15°57'47" East, a distance of 58.52 feet;
Thence North 15°22'03" East, a distance of 34.89 feet;
Thence North 04°31'14" East, a distance of 59.32 feet;
Thence North 03°18'19" East, a distance of 34.36 feet;
Thence North 12°56'24" West, a distance of 41.29 feet;
Thence North 18°10'25" West, a distance of 42.35 feet;
Thence North 17°06'47" West, a distance of 31.62 feet;
Thence North 32°21'02" West, a distance of 38.26 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
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April 15, 2014

Thence North 34°19'02" West, a distance of 43.78 feet;
Thence North 35°05'29" West, a distance of 13.36 feet;
Thence North 36°40'08" West, a distance of 27.65 feet;
Thence North 20°46'05" West, a distance of 46.56 feet;
Thence North 12°57'06" West, a distance of 50.09 feet;
Thence North 08°09'57" West, a distance of 61.14 feet;
Thence North 02°46'28" East, a distance of 40.95 feet;
Thence North 11°19'24" West, a distance of 23.55 feet;
Thence North 14°41'32" West, a distance of 28.64 feet;
Thence North 10°37'56" West, a distance of 14.93 feet;
Thence South 78°58'14" East, a distance of 216.74 feet;
Thence North 11°01'46" East, a distance of 280.00 feet;
Thence North 33°58'14" West, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence South 78°58'14" East, a distance of 30.28 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 855.00 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

Thence South 78°58'14" East, a distance of 11.72 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;
Thence South 56°01'46" West, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 36.53 feet to the beginning of a tangent curve of 362.98 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence South 78°58'14" East, a distance of 50.73 feet;
Thence South 18°36'07" West, a distance of 85.13 feet;
Thence South 50°34'26" East, a distance of 21.56 feet;

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Thence South 04°18'08" East, a distance of 65.00 feet to the True Point of Beginning.

Containing 17.035 Acres, more or less.

[redacted]

Expires 6/30/2016

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 # 1119

VISTANCIA PARCEL F4 PHASE 1

A PORTION OF THE WEST HALF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'05" EAST, A DISTANCE OF 2,648.03 FEET;

THENCE SOUTH 00°13'55" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 3.30 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE PRE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, DESERTIDE DRIVE AND WESTLAND ROAD, RECORDED IN BOOK 680 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, AND POINT-ARCHED ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°08'51" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD THE FOLLOWING COURSES:

THENCE WESTERLY, ALONG SAID MONUMENT LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'47", A DISTANCE OF 46.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°56'06", A DISTANCE OF 755.87 FEET;

THENCE SOUTH 50°16'22" WEST, A DISTANCE OF 336.19 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,187.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°46'53", A DISTANCE OF 56.28 FEET;

THENCE NORTH 37°02'42" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 60.00 FEET;

THENCE NORTH 16°06'47" EAST, A DISTANCE OF 58.23 FEET;
THENCE NORTH 18°32'52" EAST, A DISTANCE OF 34.89 FEET;
THENCE NORTH 04°33'14" EAST, A DISTANCE OF 59.38 FEET;
THENCE NORTH 02°18'24" EAST, A DISTANCE OF 24.36 FEET;
THENCE NORTH 13°46'54" WEST, A DISTANCE OF 41.08 FEET;
THENCE NORTH 17°32'52" WEST, A DISTANCE OF 43.35 FEET;
THENCE NORTH 17°06'47" WEST, A DISTANCE OF 31.48 FEET;
THENCE NORTH 32°33'10" WEST, A DISTANCE OF 39.26 FEET;
THENCE NORTH 34°13'52" WEST, A DISTANCE OF 42.76 FEET;
THENCE NORTH 36°06'28" WEST, A DISTANCE OF 13.26 FEET;
THENCE NORTH 36°40'06" WEST, A DISTANCE OF 47.66 FEET;
THENCE NORTH 52°45'06" WEST, A DISTANCE OF 42.55 FEET;
THENCE NORTH 58°46'06" WEST, A DISTANCE OF 41.55 FEET;
THENCE NORTH 58°46'06" WEST, A DISTANCE OF 61.24 FEET;
THENCE NORTH 58°46'06" EAST, A DISTANCE OF 45.86 FEET;
THENCE NORTH 17°15'54" WEST, A DISTANCE OF 23.86 FEET;
THENCE NORTH 14°41'26" WEST, A DISTANCE OF 38.84 FEET;
THENCE NORTH 10°22'56" WEST, A DISTANCE OF 14.83 FEET;
THENCE NORTH 76°06'14" EAST, A DISTANCE OF 918.74 FEET;
THENCE NORTH 13°53'46" WEST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 13°06'14" EAST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 13°06'14" EAST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 76°06'14" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 13°06'46" EAST, A DISTANCE OF 142.06 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 344-330-3371, DATED FEBRUARY 24, 1981, REVISED MAY 20, 1986;

THENCE SOUTH 76°06'14" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 866.00 FEET;

THENCE SOUTH 11°06'46" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.06 FEET;

THENCE SOUTH 76°06'14" EAST, A DISTANCE OF 11.78 FEET;
THENCE SOUTH 11°53'46" WEST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 88°06'14" WEST, A DISTANCE OF 38.00 FEET;

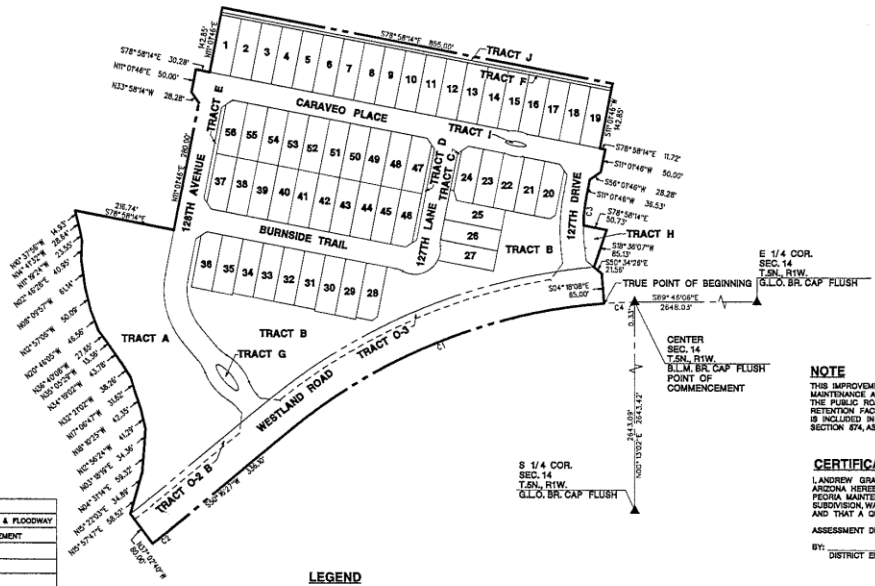
THENCE SOUTH 11°06'46" WEST, A DISTANCE OF 90.83 FEET TO THE BEGINNING OF A TANGENT CURVE OF 362.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

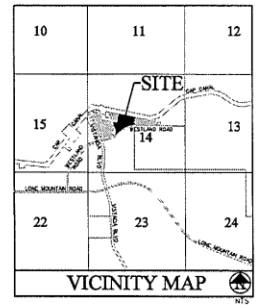
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°04'14", A DISTANCE OF 63.60 FEET;

THENCE SOUTH 78°06'14" EAST, A DISTANCE OF 60.73 FEET;
THENCE SOUTH 18°06'07" WEST, A DISTANCE OF 90.13 FEET;
THENCE SOUTH 80°53'38" EAST, A DISTANCE OF 21.06 FEET;

THENCE SOUTH 04°18'08" EAST, A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 17.096 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 674, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1119, FOR VISTANCIA PARCEL F4 PHASE 1 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____.

BY: _____
DISTRICT ENGINEER

RIGHT-OF-WAY TABLE

RIGHT-OF-WAY	SQUARE FEET	ACRES
EXTERIOR STREET AREA:	74,366 S.F.	1.707 AC.
INTERIOR STREET AREA:	136,565 S.F.	3.136 AC.
TOTAL STREET AREA:	210,931 S.F.	4.842 AC.

AREA TABLE

TRACT AREAS	TRACT USES
TRACT 'A' = 2.246 ACRES	LANDSCAPE, DRAINAGE, RETENTION, TWIN BUTTES WASH & FLOODWAY
TRACT 'B' = 2.017 ACRES	LANDSCAPE, DRAINAGE, RETENTION & SEWER LINE EASEMENT
TRACT 'C' = 0.015 ACRES	LANDSCAPE
TRACT 'D' = 0.036 ACRES	LANDSCAPE
TRACT 'E' = 0.036 ACRES	LANDSCAPE
TRACT 'F' = 0.115 ACRES	LANDSCAPE & DRAINAGE
TRACT 'G' = 0.025 ACRES	LANDSCAPE
TRACT 'H' = 0.065 ACRES	LANDSCAPE, DRAINAGE & RETENTION
TRACT 'I' = 0.008 ACRES	LANDSCAPE
TRACT 'J' = 0.196 ACRES	LANDSCAPE & FUTURE TRAIL
TRACT 'O-2 B' = 0.104 ACRES	LANDSCAPE & PUBLIC UTILITY EASEMENT
TRACT 'O-3' = 0.229 ACRES	LANDSCAPE & PUBLIC UTILITY EASEMENT
TOTAL TRACTS = 5.096 ACRES	

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	733.87	035°25'25"	379.09	722.24	S67°59'08.5"W
2	1187.00	55.55	002°40'53"	27.78	55.54	S51°36'53.5"W
3	362.95	63.80	010°04'14"	31.98	63.72	S05°59'33.0"W
4	1187.00	66.57	003°12'47"	33.29	66.56	S87°18'13.5"W

LEGEND

BOUNDARY LINES

16 LOT NUMBER

CITY OF PEORIA, REVIEW #-R1100059

SCALE: 1" = 100'

MAINTENANCE I.D. # 1119	
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-21-10
SCALE	1"=100'
SHT	1 OF 1

CVL COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 1 - MID - C.V.L. JOB# 01.0165802

Agenda Item: 18C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 7, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Maintenance Improvement District No. 1120, Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place**

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. 1120, Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place, 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 operations, 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. . 1120, Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place. 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 2015, 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 F4 Phase 2 was approved by the City on June 17, 2014 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: Traci Varland, Associate Engineer, x7612

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

[1129]
MID#

[VistanciaPclF4 Phs 2]
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 6.347 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 16 day of April 2014.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction, LLC Print Property Owner Name David Garcia, Asssistant Secretary Print Name 8800 N Gainey Center Dr #350, Scottsdale AZ 85258 Address [redacted] Signature	04-14-2014	
Print Property Owner Name Print Name Address Signature		

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. 2014-92

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. 1120, VISTANCIA PARCEL F4 PHASE 2, 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

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. <u>Definitions</u>.

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. 1120 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. 1120

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. 1120.

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 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

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. 2014-92 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on July 1, 2014 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

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 2
MAINTENANCE IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 38.81 feet;

Thence North 39°43'33" West, departing said monument line, a distance of 294.63 feet to the beginning of a tangent curve of 150.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 50°45'19", a distance of 132.88 feet;

Thence North 11°01'46" East, a distance of 98.64 feet;

Thence North 78°58'14" West, a distance of 25.00 feet to the True Point of Beginning;

Thence North 78°58'14" West, a distance of 216.74 feet;
Thence North 10°37'56" West, a distance of 17.29 feet;
Thence North 36°44'11" West, a distance of 21.39 feet;
Thence North 23°00'28" West, a distance of 17.14 feet;
Thence North 29°09'52" West, a distance of 35.03 feet;

Thence North 43°08'39" West, a distance of 33.21 feet;
Thence North 34°41'20" West, a distance of 33.57 feet;
Thence North 28°28'19" West, a distance of 36.58 feet;
Thence North 35°44'24" West, a distance of 26.01 feet;
Thence North 58°48'37" West, a distance of 25.48 feet;
Thence North 67°56'02" West, a distance of 34.41 feet;
Thence North 79°00'35" West, a distance of 24.22 feet;
Thence North 54°29'41" West, a distance of 28.39 feet;
Thence North 61°43'37" West, a distance of 38.99 feet;
Thence North 72°36'05" West, a distance of 35.30 feet;
Thence South 90°00'00" West, a distance of 28.40 feet;
Thence South 77°55'08" West, a distance of 18.91 feet;
Thence South 75°32'45" West, a distance of 21.14 feet;
Thence South 65°23'30" West, a distance of 10.77 feet;
Thence South 72°55'33" West, a distance of 7.99 feet;
Thence South 74°04'40" West, a distance of 6.83 feet;
Thence South 90°00'00" West, a distance of 8.19 feet;
Thence North 77°29'25" West, a distance of 10.09 feet;
Thence North 48°21'49" West, a distance of 14.93 feet;
Thence North 27°10'37" West, a distance of 28.15 feet;
Thence North 16°43'24" West, a distance of 22.29 feet;
Thence North 10°28'24" West, a distance of 20.00 feet;
Thence North 03°25'18" West, a distance of 20.76 feet;
Thence North 04°32'09" East, a distance of 22.33 feet;
Thence North 13°17'50" West, a distance of 44.94 feet;

Thence North 78°57'34" West, a distance of 8.11 feet to an angle point in the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence along said Southerly right-of-way line the following courses:

Thence North 11°01'46" East, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 741.35 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

Thence North 78°58'14" West, a distance of 30.28 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;

Legal Description for
Vistancia – Parcel 4 – Phase 2
Maintenance Improvement District
April 15, 2014

Thence South 33°58'14" East, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 280.00 feet to the True Point of Beginning.

Containing 6.347 Acres, more or less.

[redacted]

Expires 6/30/2016

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 # 1120

VISTANCIA PARCEL F4 PHASE 2

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'08" EAST, A DISTANCE OF 2,648.03 FEET;

THENCE SOUTH 00°13'52" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 33.0 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE "RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE AND WESTLAND ROAD", RECORDED IN BOOK 850 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°02'01" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°34'12", A DISTANCE OF 800.44 FEET;

THENCE SOUTH 60°16'07" WEST, A DISTANCE OF 38.81 FEET;

THENCE NORTH 38°43'53" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 294.03 FEET TO THE BEGINNING OF A TANGENT CURVE OF 150.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°46'37", A DISTANCE OF 132.88 FEET;

THENCE NORTH 11°59'46" EAST, A DISTANCE OF 98.04 FEET;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 214.74 FEET;
THENCE NORTH 10°31'56" WEST, A DISTANCE OF 17.29 FEET;
THENCE NORTH 30°45'11" WEST, A DISTANCE OF 21.39 FEET;
THENCE NORTH 23°09'09" WEST, A DISTANCE OF 17.14 FEET;
THENCE NORTH 27°59'52" WEST, A DISTANCE OF 35.03 FEET;
THENCE NORTH 43°09'39" WEST, A DISTANCE OF 33.31 FEET;
THENCE NORTH 26°11'07" WEST, A DISTANCE OF 33.02 FEET;
THENCE NORTH 38°14'07" WEST, A DISTANCE OF 33.02 FEET;
THENCE NORTH 39°45'01" WEST, A DISTANCE OF 26.01 FEET;
THENCE NORTH 64°58'37" WEST, A DISTANCE OF 26.49 FEET;
THENCE NORTH 67°45'02" WEST, A DISTANCE OF 34.41 FEET;
THENCE NORTH 79°06'30" WEST, A DISTANCE OF 24.20 FEET;
THENCE NORTH 84°29'41" WEST, A DISTANCE OF 28.20 FEET;
THENCE NORTH 61°43'37" WEST, A DISTANCE OF 38.58 FEET;
THENCE NORTH 72°06'00" WEST, A DISTANCE OF 36.30 FEET;
THENCE NORTH 77°55'00" WEST, A DISTANCE OF 28.00 FEET;
THENCE NORTH 77°55'00" WEST, A DISTANCE OF 16.81 FEET;
THENCE SOUTH 79°26'00" WEST, A DISTANCE OF 21.14 FEET;
THENCE SOUTH 64°27'00" WEST, A DISTANCE OF 16.77 FEET;
THENCE SOUTH 72°50'33" WEST, A DISTANCE OF 7.99 FEET;
THENCE SOUTH 74°56'43" WEST, A DISTANCE OF 8.83 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 8.19 FEET;
THENCE NORTH 44°00'00" WEST, A DISTANCE OF 14.00 FEET;
THENCE NORTH 46°00'00" WEST, A DISTANCE OF 14.00 FEET;
THENCE NORTH 27°19'33" WEST, A DISTANCE OF 26.10 FEET;
THENCE NORTH 16°43'04" WEST, A DISTANCE OF 22.00 FEET;
THENCE NORTH 15°28'24" WEST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 03°09'18" WEST, A DISTANCE OF 26.76 FEET;
THENCE NORTH 04°32'00" EAST, A DISTANCE OF 22.33 FEET;
THENCE NORTH 13°11'04" WEST, A DISTANCE OF 44.94 FEET;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 5.11 FEET TO AN ANGLE POINT IN THE SOUTHLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 344-330-3071, DATED FEBRUARY 04, 1981, REVISED MAY 20, 1986;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE NORTH 11°59'46" EAST, A DISTANCE OF 175.00 FEET;
THENCE SOUTH 78°58'14" EAST, A DISTANCE OF 741.35 FEET;

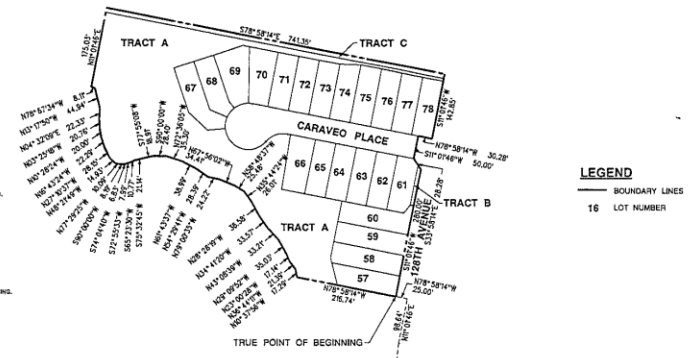
THENCE SOUTH 11°59'46" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 147.65 FEET;

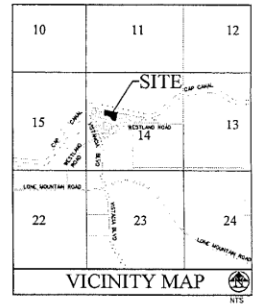
THENCE NORTH 78°58'14" WEST, A DISTANCE OF 30.28 FEET;
THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 33°58'14" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 240.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.347 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA, HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO.1120, FOR VISTANCIA PARCEL F4 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

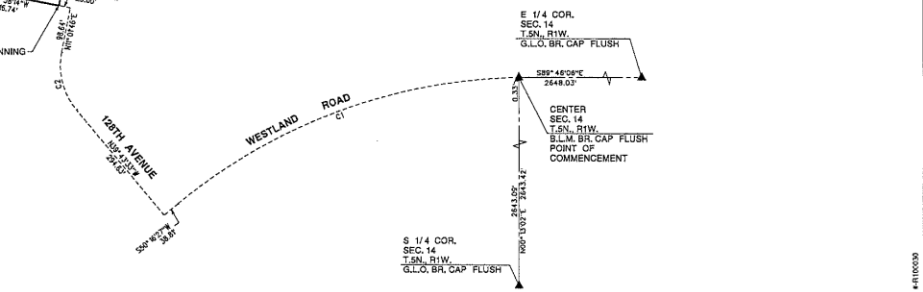
ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20 _____

BY: _____
DISTRICT ENGINEER

LEGEND

BOUNDARY LINES

16 LOT NUMBER



RIGHT-OF-WAY TABLE

RIGHT-OF-WAY	SQUARE FEET	ACRES
INTERIOR STREET AREA:	24,224 S.F.	0.556 AC.

AREA TABLE

TRACT AREAS	TRACT USES
TRACT 'A' = 2.586 ACRES	LANDSCAPE, DRAINAGE, RETENTION, TWIN BUTTES WASH, FLOODWAY & WATER LINE EASEMENT
TRACT 'B' = 0.015 ACRES	LANDSCAPE
TRACT 'C' = 0.170 ACRES	LANDSCAPE & FUTURE REGIONAL TRAIL CORRIDOR
TOTAL = 2.772 ACRES	

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	800.44	038°38'12"	416.11	785.36	S68°38'33.0"W
2	150.00	132.88	050°45'19"	71.15	128.57	N14°20'53.9"W

[redacted]

100' 50' 0 100'
SCALE: 1" = 100'

CITY OF PEORIA REVIEW #-R100030

MAINTENANCE I.D. # 1120	
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-07-10
SCALE	1"=100'
SHT	1 OF 1

CVL COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 2 - MID - C.V.L. JOB# 01.0165802

CLS-G
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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. 1120, VISTANCIA PARCEL F4 PHASE 2.

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 1st day of July, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-93; 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. 1120, 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. 1120 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2014-93

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. 1120, VISTANCIA PARCEL F4 PHASE 2; 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. 1120.

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 District No. 1120 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. 1120 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. 1120 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. 1120.

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. 1120 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 2
MAINTENANCE IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 38.81 feet;

Thence North 39°43'33" West, departing said monument line, a distance of 294.63 feet to the beginning of a tangent curve of 150.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 50°45'19", a distance of 132.88 feet;

Thence North 11°01'46" East, a distance of 98.64 feet;

Thence North 78°58'14" West, a distance of 25.00 feet to the True Point of Beginning;

Thence North 78°58'14" West, a distance of 216.74 feet;
Thence North 10°37'56" West, a distance of 17.29 feet;
Thence North 36°44'11" West, a distance of 21.39 feet;
Thence North 23°00'28" West, a distance of 17.14 feet;
Thence North 29°09'52" West, a distance of 35.03 feet;

Thence North 43°08'39" West, a distance of 33.21 feet;
Thence North 34°41'20" West, a distance of 33.57 feet;
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Thence North 61°43'37" West, a distance of 38.99 feet;
Thence North 72°36'05" West, a distance of 35.30 feet;
Thence South 90°00'00" West, a distance of 28.40 feet;
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Thence North 10°28'24" West, a distance of 20.00 feet;
Thence North 03°25'18" West, a distance of 20.76 feet;
Thence North 04°32'09" East, a distance of 22.33 feet;
Thence North 13°17'50" West, a distance of 44.94 feet;

Thence North 78°57'34" West, a distance of 8.11 feet to an angle point in the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence along said Southerly right-of-way line the following courses:

Thence North 11°01'46" East, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 741.35 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

Thence North 78°58'14" West, a distance of 30.28 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;

Legal Description for
Vistancia – Parcel 4 – Phase 2
Maintenance Improvement District
April 15, 2014

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Containing 6.347 Acres, more or less.

[redacted]

Expires 6/30/2016

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 # 1120

VISTANCIA PARCEL F4 PHASE 2

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE G.L.O. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'09" EAST, A DISTANCE OF 2,648.03 FEET;

THENCE SOUTH 89°46'09" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 1,322 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE FINAL PLAT OF "VISTANCIA PARCEL F4 DEDICATION", RECORDED IN BOOK 1000 OF MAPS, PAGE 35, MARICOPA COUNTY, ARIZONA, AND "WESTLAND ROAD" RECORDED IN BOOK 800 OF MAPS, PAGE 23, MARICOPA COUNTY, ARIZONA, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 61°55'21" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°38'12", A DISTANCE OF 800.44 FEET;

THENCE SOUTH 60°14'57" WEST, A DISTANCE OF 38.81 FEET;

THENCE NORTH 29°43'03" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 256.63 FEET TO THE BEGINNING OF A TANGENT CURVE OF 165.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°45'19", A DISTANCE OF 132.68 FEET;

THENCE NORTH 11°01'40" EAST, A DISTANCE OF 66.64 FEET;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 216.74 FEET;
THENCE NORTH 10°31'06" WEST, A DISTANCE OF 17.29 FEET;
THENCE NORTH 38°44'11" WEST, A DISTANCE OF 21.39 FEET;
THENCE NORTH 23°03'06" WEST, A DISTANCE OF 17.14 FEET;
THENCE NORTH 43°04'06" WEST, A DISTANCE OF 33.07 FEET;
THENCE NORTH 43°06'06" WEST, A DISTANCE OF 33.07 FEET;
THENCE NORTH 34°11'03" WEST, A DISTANCE OF 33.52 FEET;
THENCE NORTH 28°26'16" WEST, A DISTANCE OF 34.64 FEET;
THENCE NORTH 28°44'24" WEST, A DISTANCE OF 26.01 FEET;
THENCE NORTH 68°08'31" WEST, A DISTANCE OF 24.48 FEET;
THENCE NORTH 67°46'50" WEST, A DISTANCE OF 34.41 FEET;
THENCE NORTH 67°46'50" WEST, A DISTANCE OF 34.41 FEET;
THENCE NORTH 64°37'41" WEST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 61°47'33" WEST, A DISTANCE OF 38.55 FEET;
THENCE NORTH 19°34'00" WEST, A DISTANCE OF 36.36 FEET;
THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 28.40 FEET;
THENCE SOUTH 77°00'00" WEST, A DISTANCE OF 18.91 FEET;
THENCE NORTH 76°35'40" WEST, A DISTANCE OF 21.14 FEET;
THENCE SOUTH 74°00'00" WEST, A DISTANCE OF 7.00 FEET;
THENCE SOUTH 72°53'31" WEST, A DISTANCE OF 7.00 FEET;
THENCE SOUTH 74°04'43" WEST, A DISTANCE OF 8.63 FEET;
THENCE NORTH 80°06'00" WEST, A DISTANCE OF 6.19 FEET;
THENCE NORTH 77°29'05" WEST, A DISTANCE OF 19.69 FEET;
THENCE NORTH 74°00'00" WEST, A DISTANCE OF 26.00 FEET;
THENCE NORTH 27°17'37" WEST, A DISTANCE OF 26.53 FEET;
THENCE NORTH 10°43'54" WEST, A DISTANCE OF 20.20 FEET;
THENCE NORTH 10°28'51" WEST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 07°26'19" WEST, A DISTANCE OF 26.16 FEET;
THENCE NORTH 04°30'00" EAST, A DISTANCE OF 22.33 FEET;
THENCE NORTH 12°17'00" WEST, A DISTANCE OF 44.34 FEET;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 6.11 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 341-330-301, DATED FEBRUARY 04, 1981, REVISED MAY 26, 1986;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE NORTH 11°01'40" EAST, A DISTANCE OF 175.83 FEET;
THENCE SOUTH 78°58'14" EAST, A DISTANCE OF 741.35 FEET;

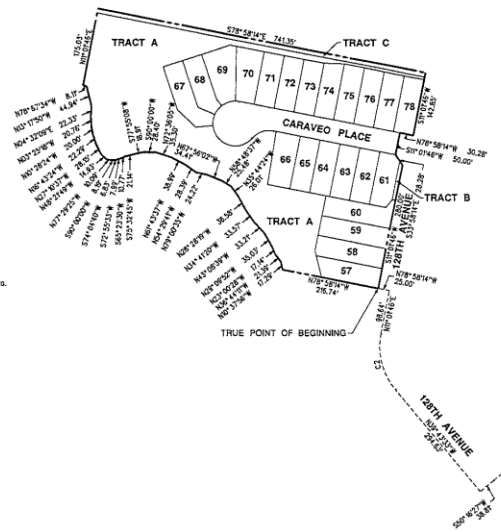
THENCE SOUTH 11°01'40" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.65 FEET;

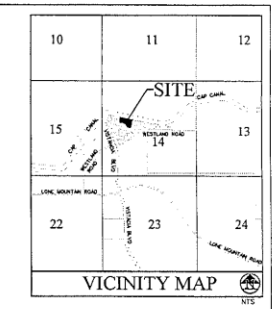
THENCE NORTH 78°58'14" WEST, A DISTANCE OF 30.28 FEET;
THENCE SOUTH 11°01'40" WEST, A DISTANCE OF 66.00 FEET;

THENCE SOUTH 33°48'14" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 11°01'40" WEST, A DISTANCE OF 246.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.347 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION

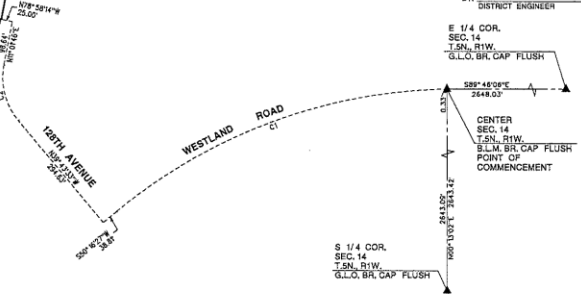
I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO.1120, FOR VISTANCIA PARCEL F4 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20 _____

BY: _____
DISTRICT ENGINEER

LEGEND

——	BOUNDARY LINES
16	LOT NUMBER



RIGHT-OF-WAY TABLE

RIGHT-OF-WAY	SQUARE FEET	ACRES
INTERIOR STREET AREA:	24,224 S.F.	0.546 AC.

AREA TABLE

TRACT AREAS	TRACT USES
TRACT 'A' = 2.586 ACRES	LANDSCAPE, DRAINAGE, RETENTION, TWIN BUTTES WASH, FLOODWAY & WATER LINE EASEMENT
TRACT 'B' = 0.015 ACRES	LANDSCAPE
TRACT 'C' = 0.176 ACRES	LANDSCAPE & FUTURE REGIONAL TRAIL CORRIDOR
TOTAL = 2.772 ACRES	

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	800.44	038°38'12"	416.11	785.36	S59°35'33.0"W
2	150.00	132.68	050°45'19"	71.15	128.57	N14°20'53.5"W

[redacted]

SCALE: 1" = 100'

CITY OF PEORIA REVIEW #-R1000X5

MAINTENANCE I.D. # 1120	
CITY OF PEORIA ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7219	
DRAWN	ALS
DATE	09-07-10
SCALE	1"=100'
SHT	1 OF 1

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 2 - MID - C.V.L. JOB# 01.0165802

CLD-G
4/6/2014
ALS/ALS
R:\01\0165802\CADD\F4 PHASE 2\grp01.dgn

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19C

Date Prepared: May 8, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Maintenance Improvement District No. 1121, Vistancia Parcle F4 Phase 3, 126th Avenue and Westland 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. 1121, Vistancia Parcel F4 Phase 3, 126th Avenue and Westland 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 operations, 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. 1121, Vistancia Parcel F4 Phase 3, located at 126th Avenue and Westland 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 2015, 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 F4 Phase 3 was approved by the City on June 17, 2014 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: Traci Varland, Associate Engineer, x7612

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

[1121]
MID#

[Vistancia Pcl F4 Phs 3]
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 11.050 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 14th day of April 2014.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction, LLC Print Property Owner Name David Garcia, Asssistant Secretary Print Name 8800 N Gainey Center Dr #350, Scottsdale AZ 85258 Address [redacted] Signature	04-14-2014	
Print Property Owner Name Print Name Address Signature		

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. 2014-96

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. 1121, VISTANCIA PARCEL F4 PHASE 3, 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

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. <u>Definitions</u>.

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. 1121 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. 1121

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. 1121.

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 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

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. 2014-96 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on July 1, 2014 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

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 3
MAINTENANCE IMPROVEMENT DISTRICT

That part of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence Westerly, along said monument line of Westland Road and said curve, through a central angle of 03°12'47", a distance of 66.57 feet;

Thence North 04°18'08" West, departing said monument line, a distance of 65.00 feet;

Thence North 50°34'26" West, a distance of 21.56 feet;
Thence North 18°36'07" East, a distance of 85.13 feet;

Thence North 78°58'14" West, a distance of 50.73 feet to a point on a 362.98 foot radius non-tangent curve, whose center bears South 89°02'28" East;

Thence Northeasterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence North 11°01'46" East, a distance of 36.53 feet;
Thence North 56°01'46" East, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence North 78°58'14" West, a distance of 11.72 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

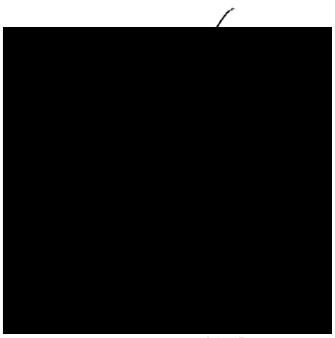
Legal Description for
Vistancia - Parcel F4 – Phase 3
Maintenance Improvement District
April 15, 2014

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 1,398.56 feet to a point on the East line of Government Lot 7, located within said Section 14;

Thence South 00°08'25" West, along said East line, a distance of 209.79 feet to a point on the East-West mid-section line of said Section 14;

Thence North 89°46'06" West, along said East-West mid-section line, a distance of 1,324.05 feet to the Point of Beginning.

Containing 11.050 Acres, more or less.

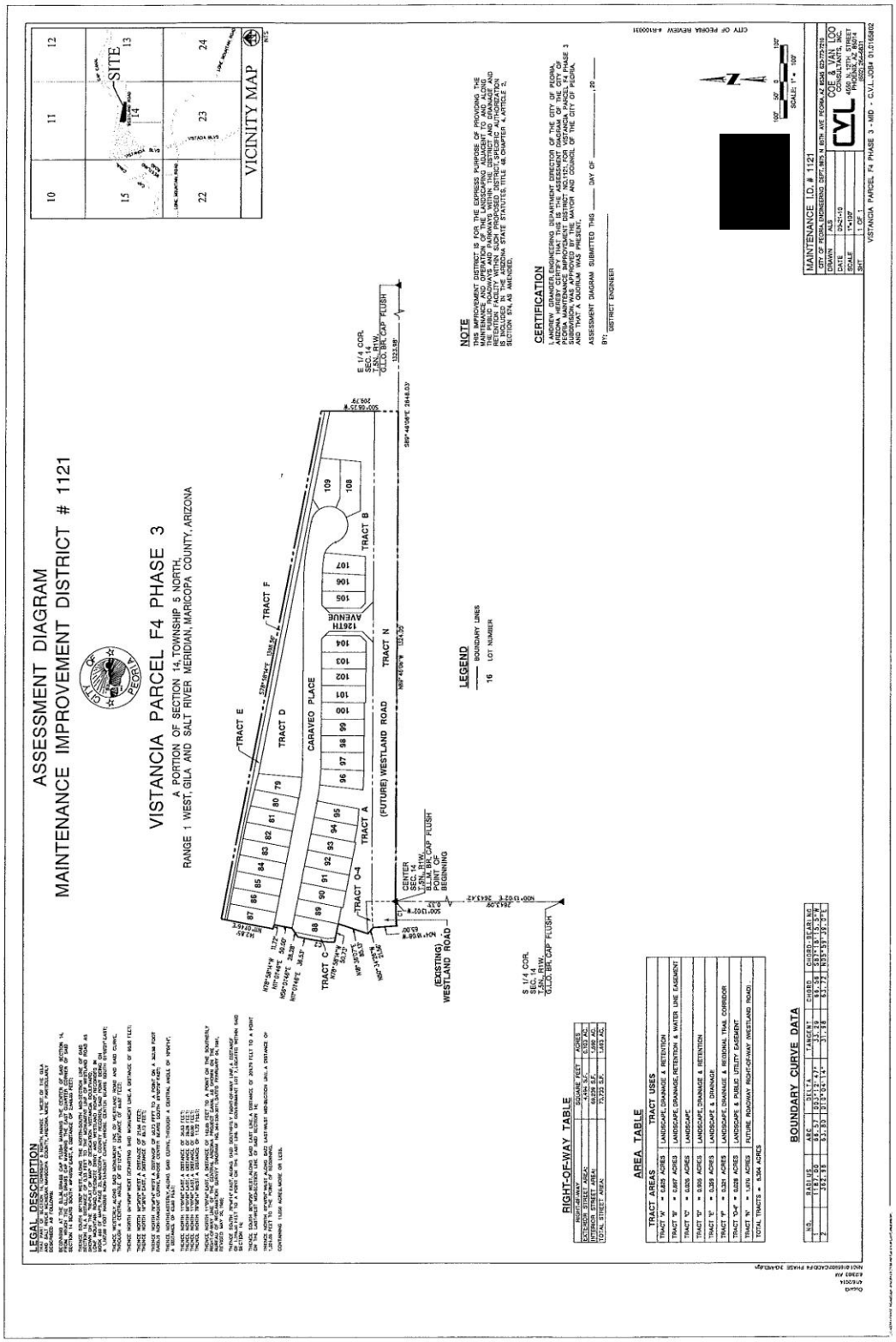


Expires 6/30/2016

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 # 1121
VISTANCIA PARCEL F4 PHASE 3
A PORTION OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
VICINITY MAP
SITE
LEGEND
BOUNDARY LINES
16 LOT NUMBER
NOTE
THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE RIGHT-OF-WAY WITHIN THE DISTRICT, AND OPERATION AND MAINTENANCE OF THE RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT, SPECIFIC AUTHORIZATION THEREFOR HAS BEEN GRANTED BY ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 61.AS AMENDED.
CERTIFICATION
ASSESSMENT DIAGRAM
BY: DISTRICT ENGINEER
MAINTENANCE I.D. # 1121
CITY OF PEORIA ENGINEERING DEPT. 8655 N 85TH AVE PEORIA AZ 85345 623-773-7519
COE & VAN LOO CONSULTANTS, INC.
4000 N. 35TH STREET, SUITE 1
PHOENIX, AZ 85018
(602) 955-7391
VISTANCIA PARCEL F4 PHASE 3 - MID - C.V.L. JOB# 01.0116802
RIGHT-OF-WAY TABLE
AREA TABLE
BOUNDARY CURVE DATA

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. 1121, VISTANCIA PARCEL F4 PHASE 3.

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 1st day of July, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014- 97 ; 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. 1121, 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. 1121 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2014-97

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. 1121, VISTANCIA PARCEL F4 PHASE 3; 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. 1121.

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 District No. 1121 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. 1121 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. 1121 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. 1121.

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. 1121 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 3
MAINTENANCE IMPROVEMENT DISTRICT

That part of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence Westerly, along said monument line of Westland Road and said curve, through a central angle of 03°12'47", a distance of 66.57 feet;

Thence North 04°18'08" West, departing said monument line, a distance of 65.00 feet;

Thence North 50°34'26" West, a distance of 21.56 feet;
Thence North 18°36'07" East, a distance of 85.13 feet;

Thence North 78°58'14" West, a distance of 50.73 feet to a point on a 362.98 foot radius non-tangent curve, whose center bears South 89°02'28" East;

Thence Northeasterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence North 11°01'46" East, a distance of 36.53 feet;
Thence North 56°01'46" East, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence North 78°58'14" West, a distance of 11.72 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

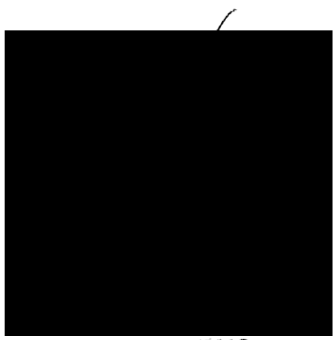
Legal Description for
Vistancia - Parcel F4 – Phase 3
Maintenance Improvement District
April 15, 2014

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 1,398.56 feet to a point on the East line of Government Lot 7, located within said Section 14;

Thence South 00°08'25" West, along said East line, a distance of 209.79 feet to a point on the East-West mid-section line of said Section 14;

Thence North 89°46'06" West, along said East-West mid-section line, a distance of 1,324.05 feet to the Point of Beginning.

Containing 11.050 Acres, more or less.

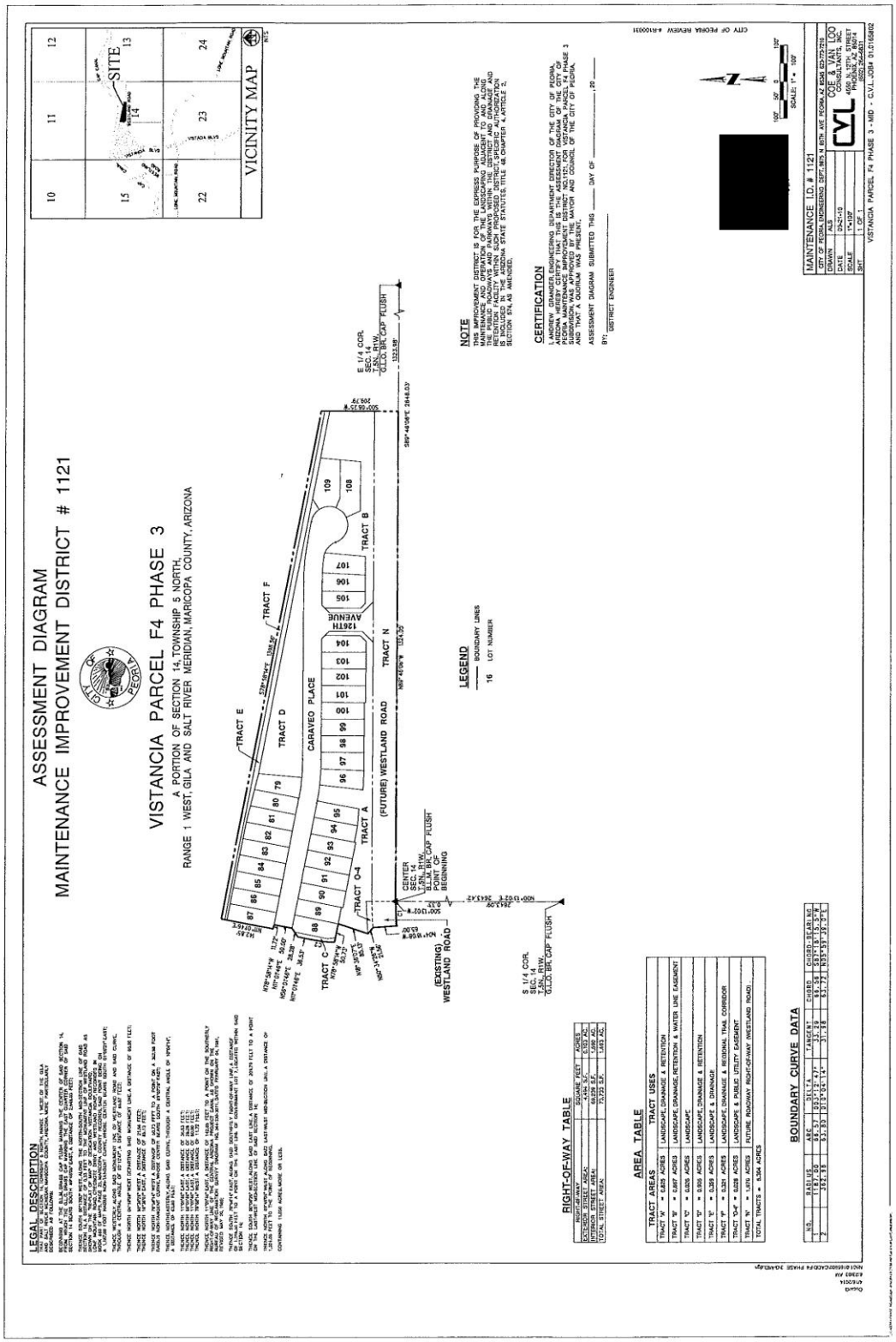


Expires 6/30/2016

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 # 1121
VISTANCIA PARCEL F4 PHASE 3
A PORTION OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
VICINITY MAP
SITE
LEGEND
BOUNDARY LINES
16 LOT NUMBER
NOTE
THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS WITHIN THE DISTRICT, AND OPERATION OF A STORMWATER RETENTION FACILITY WITHIN SUCH PROPOSED DISTRICT, SPECIFIC AUTHORIZATION FOR SUCH DISTRICT IS PROVIDED BY ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 61.A1 AMENDED.
CERTIFICATION
BY: DISTRICT ENGINEER
TRACT A
TRACT B
TRACT C-4
TRACT D
TRACT E
TRACT F
TRACT N
CARAVEO PLACE
126TH AVENUE
(FUTURE) WESTLAND ROAD
(EXISTING) WESTLAND ROAD
CENTER SEC. 14 T.5N., R.1W. G.&S.R.B.&M. BRASS CAP FLUSH POINT OF BEGINNING
S 1/4 COR. SEC. 14 T.5N., R.1W. G.L.O. BRASS CAP FLUSH
E 1/4 COR. SEC. 14 T.5N., R.1W. G.L.O. BRASS CAP FLUSH
RIGHT-OF-WAY TABLE
AREA TABLE
TRACT AREAS
TRACT USES
BOUNDARY CURVE DATA
MAINTENANCE I.D. # 1121
COE & VAN LOO CONSULTANTS, INC.
VISTANCIA PARCEL F4 PHASE 3 - MID - C.V.L. JOB# 01-21158802

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20C

Date Prepared: May 8, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Maintenance Improvement District No. 1148, Tierra Del Rio Parcel 22, Skipping Rock Road and Blue Sky Drive**

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. 1148, Tierra Del Rio Parcel 22, Skipping Rock Road and Blue Sky Drive, 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 operations, 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. 1148, Tierra Del Rio Parcel 22, located at Skipping Rock Road and Blue Sky Drive. 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 2015, 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 Tierra Del Rio was approved by the City on June 17, 2014 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: Traci Varland, Associate Engineer, x7612

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

[1148]
MID#

[Tierra Del Rio Parcel 22]
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 33.207 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 _____ day of _____ 20____.

	Date:	Property (Tax Parcel Numbers)
Taylor Morrison/Arizona, Inc. Print Property Owner Name Phillip R. Cross Print Name 9000 E Pima Center Parkway, Ste 350 Address Scottsdale AZ 85258 [redacted] Signature	1/14/14	201-17-073
Print Property Owner Name Print Name Address Signature		

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. 2014-100

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. 1148, TIERRA DEL RIO PARCEL 22, 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

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. <u>Definitions</u>.

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. 1148 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. 1148

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. 1148.

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. Existing Maintenance Improvement District.

This proposed Maintenance Improvement District for Tierra Del Rio Parcel 22 is subject to the existing Tierra Del Rio Development Master Maintenance Improvement District #1061.

Section 7. 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 8. 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 9. 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 10. 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 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

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. 2014-100 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on July 1, 2014 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

TIERRA DEL RIO PARCEL 22
MAINTENANCE IMPROVEMENT DISTRICT NO. 1148

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in the North half of Section 32, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County 2" aluminum cap stamped "1/4-S29, 1/4-S32, 2001, RLS #29891" for the North Quarter corner of said Section 32, from which the calculated position of the Northeast corner of said Section 32 per Book 949, Page 13, MCR bears South 87 deg. 52 min. 47 sec. East (Basis of Bearings) - 2624.17 feet;

THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northeast Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1153, Page 30, MCR, same being the Northeast corner of Parcel 19 of said Book 949, Page 13, MCR;

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.83 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE South 02 deg. 11 min. 15 sec. West, a distance of 548.10 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 345.00 feet, a central angle of 77 deg. 45 min. 42 sec., and being subtended by a chord which bears South 37 deg. 07 min. 41 sec. West - 433.12 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 468.23 feet;

THENCE South 01 deg. 45 min. 10 sec. East tangent to said curve, a distance of 167.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 1000.00 feet, a central angle of 25 deg. 31 min. 00 sec., and being subtended by a chord which bears South 11 deg. 00 min. 20 sec. West - 441.68 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 445.35 feet;

THENCE South 23 deg. 45 min. 50 sec. West tangent to said curve, a distance of 235.12 feet to a Point of Curvature of a circular curve to the left, having a radius of 570.00 feet, a central angle of 1 deg. 52 min. 49 sec., and being subtended by a chord which bears South 22 deg. 49 min. 26 sec. West - 18.70 feet;

THENCE in a southwesterly and southerly direction along said curve to the left, a distance of 18.71 feet;

THENCE South 21 deg. 53 min. 02 sec. West tangent to said curve, a distance of 174.61 feet;

THENCE North 66 deg. 17 min. 47 sec. West, a distance of 70.04 feet;

THENCE North 75 deg. 22 min. 30 sec. West, a distance of 206.57 feet;

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THENCE North 67 deg. 23 min. 37 sec. West, a distance of 215.00 feet;

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THENCE North 12 deg. 56 min. 58 sec. East, a distance of 136.28 feet;

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THENCE North 13 deg. 33 min. 37 sec. East, a distance of 258.58 feet;

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THENCE North 77 deg. 10 min. 03 sec. East, a distance of 118.87 feet to the POINT OF BEGINNING, containing 1,446,489 square feet or 33.207 acres of land, more or less.

[redacted]

EXPIRES 3/31/2016

EXHIBIT “B”

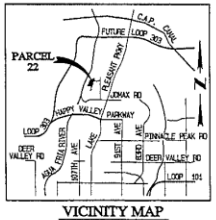
IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1148

TIERRA DEL RIO PARCEL 22

A PORTION OF THE NORTH HALF OF SECTION 32,
TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
N.T.S.

MID 1148 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in the North half of Section 32, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County 2" aluminum cap stamped "1/4-S29, 1/4-S32, 2001, RLS 62989" for the North Quarter corner of said Section 32, from which the calculated position of the Northeast corner of said Section 32 per Book 949, Page 13, MCR bears South 87 deg. 52 min. 47 sec. East (Basis of Bearings) – 2624.17 feet,

THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northeast Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1653, Page 30, MCR, same being the Northeast corner of Parcel 19 of said Book 949, Page 13, MCR,

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.83 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING,

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GRAPHIC SCALE 1"=100'
0 100 200 300

TRACT MAINTENANCE RESPONSIBILITY TABLE

TRACT	LAND USE	AREA (SQ. FT.)	AREA (ACRES)
A	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	33,647	0.772
B	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	4,422	0.102
C	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	2,868	0.066
D	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	3,014	0.069
E	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,326	0.030
F	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,057	0.024
G	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,070	0.025
H	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	2,497	0.057
I	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	2,100	0.048
J	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,268	0.029
K	BANK PROTECTION AREA/DETENTION/DRAINAGE/ZONE "A" FLOODPLAIN/ LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT/SEWER EASEMENT/ PUBLIC REGIONAL TRAIL EASEMENT	224,344	5.150
	SUBTOTAL OF TRACTS	277,623	5.372
AREA 1	SKIPPING ROCK ROAD RIGHT-OF-WAY	98,310	2.257
AREA 2	RIGHT-OF-WAY WITHIN PARCEL 22	210,670	4.836
AREA 3	BENT TREE DRIVE RIGHT-OF-WAY	7,081	0.163
	SUBTOTAL OF RIGHT-OF-WAY	316,061	7.256
	TOTAL	593,684	13.628

BASIS OF BEARINGS

SOUTH 87°52'47" EAST ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 32, T5N, R1E, GSRB&M AS MEASURED BETWEEN THE MONUMENTS SHOWN HEREON AND ALSO SHOWN ON THE FINAL PLAT FOR TIERRA DEL RIO BK. 949, PG. 13, MCR.

NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITIES WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA, HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1148 FOR TIERRA DEL RIO PARCEL 22, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS_____ DAY OF_____, 2014

BY:_____
DISTRICT ENGINEER

LINE TABLE

LINE	BEARING	DISTANCE
L1	N68°17'47"W	70.04'
L2	N75°24'01"W	59.98'
L3	N67°23'37"W	60.00'
L4	N69°07'11"W	60.03'
L5	N67°23'37"W	54.43'

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	345.00'	468.23'	77°45'42"	S37°07'41"W	433.12'
C2	1000.00'	445.35'	25°31'00"	S11°00'20"W	441.58'
C3	570.00'	18.71'	1°52'49"	S22°49'25"W	18.70'
C4	400.00'	143.41'	20°32'29"	N57°07'23"W	142.64'

DEVELOPER

TAYLOR MORRISON/ARIZONA, INC.
9000 EAST PIMA CENTER, STE. 350
SCOTTSDALE, ARIZONA 85258
(480) 345-1723

[redacted]

EXPIRES 09/30/15

R130041

MAINTENANCE IMPROVEMENT DISTRICT # 1148

CITY OF PEORIA, ENGINEERING DEPT., 8401 W. MONROE ST., PEORIA, AZ 85345

Drawn: GSM	Date: 3/17/2014	Scale: 1" = 100'	Sheet: 1 of 1

W:\V25044 – TDR_TIN\CODD\PARCEL 22\TDR PARCEL 22 MID_SLD.pro Mon Mar 17 15:41:38 2014

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. 1148, TIERRA DEL RIO 22.

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 1st day of July, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-101; 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. 1148, 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. 1148 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2014-101

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. 1148, TIERRA DEL RIO PARCEL 22; 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. 1148.

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 District No. 1148 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. 1148 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. 1148 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. 1148.

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. 1148 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT

TIERRA DEL RIO PARCEL 22
MAINTENANCE IMPROVEMENT DISTRICT NO. 1148

LEGAL DESCRIPTION

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THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northeast Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1153, Page 30, MCR, same being the Northeast corner of Parcel 19 of said Book 949, Page 13, MCR;

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.83 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING;

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[redacted]

EXPIRES 3/31/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

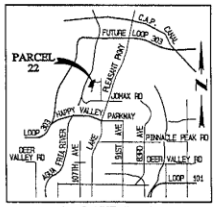
ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1148

CITY OF PEORIA

TIERRA DEL RIO PARCEL 22

A PORTION OF THE NORTH HALF OF SECTION 32,
TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

GRAPHIC SCALE 1"=100'
0 100 200 300



VICINITY MAP
N.T.S.

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THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northeast Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1151, Page 30, MCR, same being the Northeast corner of Parcel 19 of said Book 949, Page 13, MCR,

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.83 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING,

THENCE South 02 deg. 11 min. 15 sec. West, a distance of 548.10 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 345.00 feet, a central angle of 77 deg. 45 min. 42 sec., and being subtended by a chord which bears South 37 deg. 07 min. 41 sec. West - 433.12 feet,

THENCE in a southwesterly direction along said curve to the left, a distance of 468.23 feet,

THENCE South 01 deg. 45 min. 10 sec. East tangent to said curve, a distance of 157.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 1000.00 feet, a central angle of 25 deg. 31 min. 00 sec., and being subtended by a chord which bears South 11 deg. 00 min. 20 sec. West - 441.68 feet,

THENCE in a southwesterly direction along said curve to the right, a distance of 445.35 feet,

THENCE South 23 deg. 45 min. 50 sec. West tangent to said curve, a distance of 235.12 feet to a Point of Curvature of a circular curve to the left, having a radius of 570.00 feet, a central angle of 1 deg. 52 min. 49 sec., and being subtended by a chord which bears South 22 deg. 49 min. 26 sec. West - 18.70 feet,

THENCE in a southwesterly and southerly direction along said curve to the left, a distance of 18.71 feet,

THENCE South 21 deg. 53 min. 02 sec. West tangent to said curve, a distance of 174.61 feet,

THENCE North 66 deg. 17 min. 47 sec. West, a distance of 70.04 feet,

THENCE North 75 deg. 22 min. 30 sec. West, a distance of 206.57 feet,

THENCE North 75 deg. 24 min. 01 sec. West, a distance of 59.98 feet,

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 60.00 feet,

THENCE North 69 deg. 07 min. 11 sec. West, a distance of 60.03 feet,

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 215.00 feet,

THENCE South 22 deg. 36 min. 23 sec. West, a distance of 146.00 feet,

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 94.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 400.00 feet, a central angle of 20 deg. 32 min. 29 sec., and being subtended by a chord which bears North 57 deg. 07 min. 23 sec. West - 142.64 feet,

THENCE in a northwesterly direction along said curve to the right, a distance of 143.41 feet,

THENCE North 46 deg. 51 min. 09 sec. West tangent to said curve, a distance of 63.49 feet,

THENCE North 36 deg. 38 min. 21 sec. East, a distance of 92.07 feet,

THENCE North 39 deg. 23 min. 35 sec. East, a distance of 240.60 feet,

THENCE North 34 deg. 21 min. 10 sec. East, a distance of 157.98 feet,

THENCE North 12 deg. 56 min. 58 sec. East, a distance of 136.28 feet,

THENCE North 08 deg. 43 min. 46 sec. East, a distance of 283.21 feet,

THENCE North 13 deg. 33 min. 37 sec. East, a distance of 258.56 feet,

THENCE North 43 deg. 06 min. 35 sec. East, a distance of 93.56 feet,

THENCE North 44 deg. 41 min. 53 sec. East, a distance of 115.45 feet,

THENCE North 49 deg. 12 min. 17 sec. East, a distance of 80.12 feet,

THENCE North 56 deg. 07 min. 27 sec. East, a distance of 99.49 feet,

THENCE North 67 deg. 26 min. 25 sec. East, a distance of 110.55 feet,

THENCE North 74 deg. 04 min. 21 sec. East, a distance of 199.65 feet,

THENCE North 73 deg. 56 min. 51 sec. East, a distance of 161.51 feet,

THENCE North 63 deg. 26 min. 53 sec. East, a distance of 128.92 feet,

THENCE North 42 deg. 51 min. 43 sec. East, a distance of 124.45 feet,

THENCE North 77 deg. 10 min. 03 sec. East, a distance of 116.87 feet to the POINT OF BEGINNING, containing 1,446,489 square feet or 33.207 acres of land, more or less.

W:\20504A - TDR_TIA\CDGS\PARCEL 22\TDR PARCEL 22 MID 5.0.pro Mon Mar 17 15:41:39 2014

TRACT MAINTENANCE RESPONSIBILITY TABLE

TRACT	LAND USE	AREA (SQ. FT.)	AREA (ACRES)
A	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	33,647	0.772
B	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	4,422	0.102
C	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	2,868	0.066
D	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	3,014	0.069
E	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,326	0.030
F	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,057	0.024
G	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,070	0.025
H	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	2,497	0.057
I	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	2,100	0.048
J	LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT	1,268	0.029
K	BANK PROTECTION AREA/DETENTION/DRAINAGE/ZONE "A" FLOODPLAIN/ LANDSCAPE/OPEN SPACE/PUBLIC UTILITY EASEMENT/SEWER EASEMENT/ PUBLIC REGIONAL TRAIL EASEMENT	224,344	5.150
	SUBTOTAL OF TRACTS	277,623	5.372
AREA 1	SKIPPING ROCK ROAD RIGHT-OF-WAY	98,310	2.257
AREA 2	RIGHT-OF-WAY WITHIN PARCEL 22	210,570	4.836
AREA 3	BENT TREE DRIVE RIGHT-OF-WAY	7,081	0.163
	SUBTOTAL OF RIGHT-OF-WAY	316,061	7.256
	TOTAL	593,684	13.628

BASIS OF BEARINGS

SOUTH 87°52'47" EAST ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 32, T5N, R1E, GASRBM AS MEASURED BETWEEN THE MONUMENTS SHOWN HEREON AND ALSO SHOWN ON THE FINAL PLAT FOR TIERRA DEL RIO BK. 949, PG. 13, MCR.

NOTE

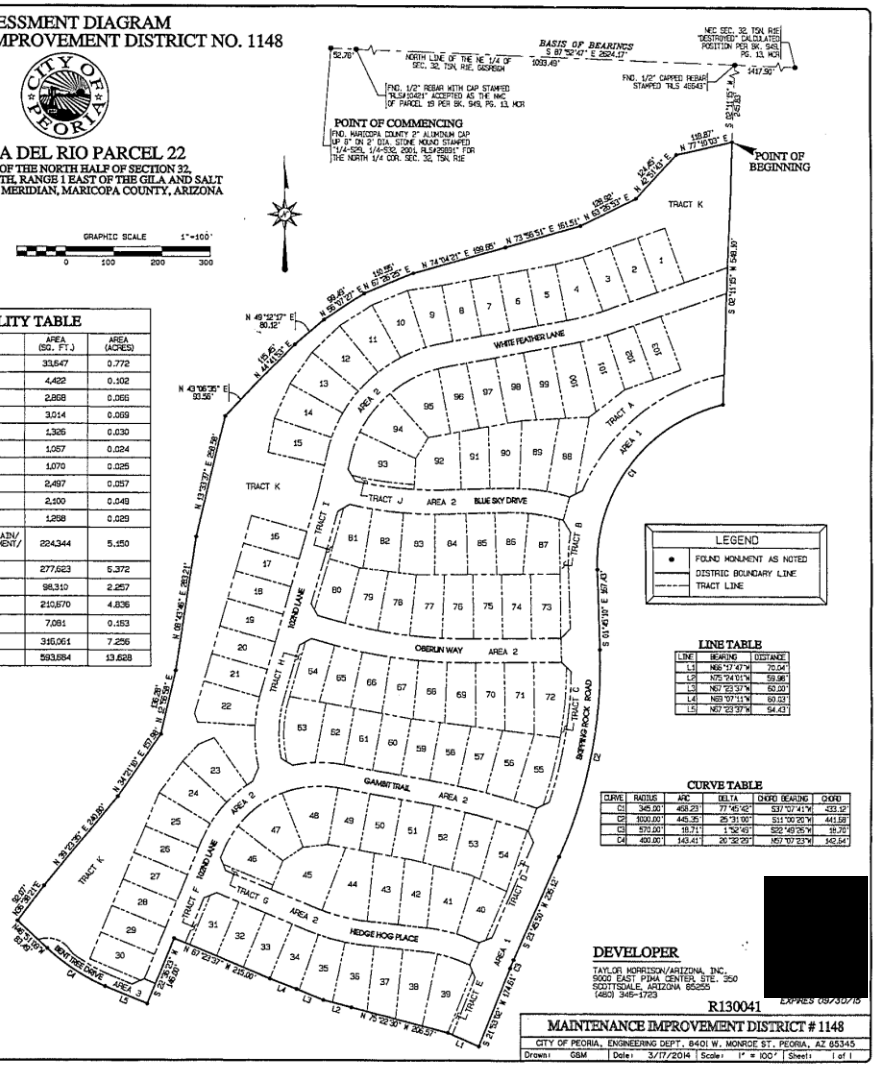
THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITIES WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA, HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1148 FOR TIERRA DEL RIO PARCEL 22, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS_____ DAY OF_____, 2014

BY:_____
DISTRICT ENGINEER



LEGEND

•	FOUND MONUMENT AS NOTED
	DISTRIC BOUNDARY LINE
	TRACT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N66°17'47"W	70.04'
L2	N75°24'01"W	59.98'
L3	N67°23'37"W	60.00'
L4	N69°07'11"W	60.03'
L5	N67°23'37"W	94.43'

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	345.00'	468.23'	77°45'42"	S37°07'41"W	433.12'
C2	1000.00'	445.35'	25°31'00"	S11°00'20"W	441.68'
C3	570.00'	18.71'	1°52'49"	S22°49'25"W	18.70'
C4	400.00'	143.41'	20°32'29"	N57°07'23"W	142.64'

DEVELOPER

TAYLOR MORRISON/ARIZONA, INC.
9000 EAST PIMA CENTER, STE. 350
SCOTTSDALE, ARIZONA 85255
(480) 345-1723

[redacted]

EXPIRES 09/30/15

R130041

MAINTENANCE IMPROVEMENT DISTRICT # 1148

CITY OF PEORIA, ENGINEERING DEPT. 8401 W. MONROE ST. PEORIA, AZ 85345				
Drawn: GSM	Date: 3/17/2014	Scale: 1" = 100'	Sheet:	1 of 1

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21C

Date Prepared: May 12, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Street Light Improvement District No. 1059 Vistancia Parcel F3 Phase 2, Vistancia Boulevard & Westland Road**

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1059, Vistancia Parcel F3 Phase 2, Vistancia Boulevard & Westland Road, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light 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 Street Light Improvement District.

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 Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1059, Vistancia Parcel F3 Phase 2, located at Vistancia Boulevard & Westland 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 immediately adopt a Resolution

Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2015, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. 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 replat for Vistancia Parcel F3 Phase 2 was approved by the Council on March 18, 2014.

Options:

A: The Street Light Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Street Light Improvement District; although it should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

B: The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention, and Resolution Ordering the Improvements.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

Narrative:

The acceptance of this Street Light Improvement District will allow the purchase of electricity for lighting the streets and public parks within the proposed district 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

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number: Traci Varland, Associate Engineer x7612

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

[1059]
SLID#
[Vistancia Pcl F3 Phs2]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned states 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", which is attached hereto and incorporated herein by reference. The proposed district consists of 15.110 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 purchase of electricity for lighting the streets and public parks within the proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks 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;

   (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 _____ day of _____ 20____.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction, LLC Print Property Owner Name David Garcia, Assistant Secretary Print Name 8800 N Gainey Center Dr #350, Scottsdale AZ 85258 Address [redacted] Signature	04-16-2014	
Print Property Owner Name Print Name Address Signature		

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. 2014-86

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1059, VISTANCIA PARCEL F3 PHASE 2; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM 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 purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights 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 streetlights and the electricity, 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 purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1059 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 purchase of electricity for streetlights 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 purchase of electricity for streetlights 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 Streetlight Improvement District No. 1059 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1059 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 Streetlight Improvement District No. 1059.

SECTION 3. The costs and expense for the purchase of electricity for streetlights 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 Streetlight Improvement District No. 1059 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 Streetlight 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 Statutes.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F3 - PHASE 2
STREET LIGHT IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road, the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 23°47'04", a distance of 492.74 feet;

Thence South 74°03'31" West, a distance of 515.61 feet to the monument line intersection of Vistancia Boulevard as shown on said Re-Plat;

Thence along said monument line of Vistancia Boulevard the following courses:

Thence North 15°56'29" West, a distance of 50.56 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of 04°27'30", a distance of 105.05 feet;

Thence North 20°23'59" West, a distance of 792.68 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 00°53'58", a distance of 21.19 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of 08°01'33", a distance of 189.10 feet;

Thence North 11°28'28" West, a distance of 547.40 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal, as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence departing said monument line and along said Southerly right-of-way line of the Central Arizona Project Canal the following courses:

Thence North 69°22'26" East, a distance of 302.77 feet;
Thence South 79°00'14" East, a distance of 223.69 feet;
Thence South 11°01'46" West, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 300.04 feet;

Thence South 78°57'34" East, departing said Southerly right-of-way line, a distance of 8.11 feet;

Thence South 13°17'50" East, a distance of 44.94 feet;
Thence South 04°32'09" West, a distance of 22.33 feet;
Thence South 03°25'18" East, a distance of 20.76 feet;
Thence South 10°28'24" East, a distance of 20.00 feet;
Thence South 16°43'24" East, a distance of 22.29 feet;
Thence South 27°10'37" East, a distance of 28.15 feet;
Thence South 48°21'49" East, a distance of 14.93 feet;
Thence South 77°29'25" East, a distance of 10.09 feet;
Thence North 90°00'00" East, a distance of 8.19 feet;
Thence North 74°04'40" East, a distance of 6.83 feet;
Thence North 72°55'33" East, a distance of 7.99 feet;
Thence North 65°23'30" East, a distance of 10.77 feet;
Thence North 75°32'45" East, a distance of 21.14 feet;
Thence North 77°55'08" East, a distance of 18.91 feet;
Thence North 90°00'00" East, a distance of 28.40 feet;
Thence South 72°36'05" East, a distance of 35.30 feet;
Thence South 61°43'37" East, a distance of 38.99 feet;
Thence South 54°29'41" East, a distance of 28.39 feet;
Thence South 79°00'35" East, a distance of 24.22 feet;
Thence South 67°56'02" East, a distance of 34.41 feet;
Thence South 58°48'37" East, a distance of 25.48 feet;
Thence South 35°44'24" East, a distance of 26.01 feet;

Thence South 28°28'19" East, a distance of 36.58 feet;
Thence South 34°41'20" East, a distance of 33.57 feet;
Thence South 43°08'39" East, a distance of 33.21 feet;
Thence South 29°09'52" East, a distance of 35.03 feet;
Thence South 23°00'28" East, a distance of 17.14 feet;
Thence South 36°44'11" East, a distance of 21.39 feet;
Thence South 10°37'56" East, a distance of 32.22 feet;
Thence South 14°41'32" East, a distance of 28.64 feet;
Thence South 11°19'24" East, a distance of 23.55 feet;
Thence South 02°46'28" West, a distance of 40.95 feet;
Thence South 08°09'57" East, a distance of 61.14 feet;
Thence South 74°16'18" West, a distance of 96.83 feet;

Thence South 65°07'25" West, a distance of 125.00 feet to a point on a 435.00 foot radius non-tangent curve, whose center bears South 65°07'25" West;

Thence Northwesterly, along said curve, through a central angle of 22°06'10", a distance of 167.81 feet;

Thence South 43°01'15" West, a distance of 105.86 feet;
Thence South 68°29'42" West, a distance of 156.00 feet;
Thence North 82°21'25" West, a distance of 119.08 feet;

Thence North 21°30'18" West, a distance of 183.64 feet to a point on a 385.00 foot radius non-tangent curve, whose center bears South 15°58'11" East;

Thence Northeasterly, along said curve, through a central angle of 03°58'25", a distance of 26.70 feet;

Thence North 11°59'46" West, a distance of 50.00 feet;
Thence North 61°45'02" West, a distance of 30.53 feet;
Thence South 71°36'01" West, a distance of 50.07 feet;
Thence South 24°02'51" West, a distance of 28.01 feet;

Thence South 69°36'01" West, a distance of 31.26 feet to the beginning of a tangent curve of 55.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 17°20'29", a distance of 16.65 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 52°26'18", a distance of 50.34 feet;

Thence South 69°36'01" West, a distance of 141.82 feet;

Thence South 70°29'59" West, a distance of 76.00 feet to the True Point of Beginning.

Containing 15.110 Acres, more or less.

[redacted]

Expires 6/30/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1059

VISTANCIA PARCEL F3 PHASE 2

A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'06" EAST, A DISTANCE OF 2,646.03 FEET;

THENCE SOUTH 00°13'52" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 0.33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE "REPLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CROSCOTE DRIVE AND WESTLAND ROAD", RECORDED IN BOOK 460 OF MAPS, PAGE 09, MARICOPA COUNTY RECORDER, SAID POINT BEING ON A 1,197.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 57°56'07" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD, THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°36'12", A DISTANCE OF 800.44 FEET;

THENCE SOUTH 20°19'57" WEST, A DISTANCE OF 236.10 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,197.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°47'04", A DISTANCE OF 476.24 FEET;

THENCE SOUTH 42°07'01" WEST, A DISTANCE OF 615.61 FEET TO THE MONUMENT LINE INTERSECTION OF VISTANCIA BOULEVARD AS SHOWN ON SAID RE-PLAT;

THENCE ALONG SAID MONUMENT LINE OF VISTANCIA BOULEVARD THE FOLLOWING COURSES:

THENCE NORTH 15°56'05" WEST, A DISTANCE OF 50.99 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,200.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°57'30", A DISTANCE OF 108.06 FEET;

THENCE NORTH 38°53'35" WEST, A DISTANCE OF 798.88 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,200.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°53'56", A DISTANCE OF 81.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHWESTERLY, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°01'33", A DISTANCE OF 108.10 FEET;

THENCE NORTH 11°56'30" WEST, A DISTANCE OF 867.40 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 34-34-300-201, DATED FEBRUARY 24, 1981, REVISED MAY 30, 1986;

THENCE DEPARTING SAID MONUMENT LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE NORTH 69°23'55" EAST, A DISTANCE OF 302.77 FEET;
THENCE SOUTH 79°07'14" EAST, A DISTANCE OF 223.69 FEET;
THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 175.03 FEET;
THENCE SOUTH 79°58'14" EAST, A DISTANCE OF 300.04 FEET;

THENCE SOUTH 79°58'14" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.71 FEET;

THENCE SOUTH 13°17'50" EAST, A DISTANCE OF 44.84 FEET;
THENCE SOUTH 24°30'05" WEST, A DISTANCE OF 23.33 FEET;
THENCE SOUTH 22°30'14" EAST, A DISTANCE OF 30.74 FEET;
THENCE SOUTH 15°39'51" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 37°11'57" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 37°11'57" EAST, A DISTANCE OF 38.14 FEET;
THENCE SOUTH 48°21'42" EAST, A DISTANCE OF 14.85 FEET;
THENCE SOUTH 77°59'39" EAST, A DISTANCE OF 10.08 FEET;
THENCE NORTH 16°50'00" EAST, A DISTANCE OF 8.18 FEET;
THENCE NORTH 74°04'40" EAST, A DISTANCE OF 8.65 FEET;
THENCE NORTH 76°54'33" EAST, A DISTANCE OF 7.39 FEET;
THENCE NORTH 76°54'33" EAST, A DISTANCE OF 7.39 FEET;
THENCE NORTH 78°52'49" EAST, A DISTANCE OF 21.14 FEET;
THENCE NORTH 77°56'00" EAST, A DISTANCE OF 19.81 FEET;
THENCE NORTH 80°00'00" EAST, A DISTANCE OF 36.43 FEET;
THENCE NORTH 75°36'00" EAST, A DISTANCE OF 30.30 FEET;
THENCE NORTH 61°42'57" EAST, A DISTANCE OF 38.88 FEET;
THENCE NORTH 54°59'41" EAST, A DISTANCE OF 36.38 FEET;
THENCE NORTH 54°59'41" EAST, A DISTANCE OF 36.38 FEET;
THENCE NORTH 57°49'00" EAST, A DISTANCE OF 34.41 FEET;
THENCE NORTH 58°45'53" EAST, A DISTANCE OF 38.48 FEET;
THENCE NORTH 38°43'44" EAST, A DISTANCE OF 38.01 FEET;
THENCE NORTH 38°39'18" EAST, A DISTANCE OF 36.88 FEET;
THENCE NORTH 34°41'00" EAST, A DISTANCE OF 33.87 FEET;
THENCE NORTH 49°08'00" EAST, A DISTANCE OF 33.01 FEET;
THENCE NORTH 50°06'00" EAST, A DISTANCE OF 33.01 FEET;
THENCE NORTH 52°52'00" EAST, A DISTANCE OF 17.14 FEET;
THENCE NORTH 38°44'11" EAST, A DISTANCE OF 21.38 FEET;
THENCE NORTH 15°27'00" EAST, A DISTANCE OF 36.00 FEET;
THENCE NORTH 14°41'00" EAST, A DISTANCE OF 38.64 FEET;
THENCE NORTH 11°19'00" EAST, A DISTANCE OF 33.66 FEET;
THENCE NORTH 20°42'00" EAST, A DISTANCE OF 40.84 FEET;
THENCE NORTH 39°00'00" EAST, A DISTANCE OF 81.14 FEET;
THENCE SOUTH 74°18'18" WEST, A DISTANCE OF 99.83 FEET;

THENCE SOUTH 60°27'00" WEST, A DISTANCE OF 136.00 FEET TO A POINT ON A 436.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 60°57'06" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°09'10", A DISTANCE OF 167.81 FEET;

THENCE SOUTH 43°01'10" WEST, A DISTANCE OF 196.86 FEET;
THENCE SOUTH 60°26'00" WEST, A DISTANCE OF 186.00 FEET;
THENCE NORTH 82°61'00" WEST, A DISTANCE OF 118.06 FEET;

THENCE NORTH 21°39'18" WEST, A DISTANCE OF 183.84 FEET TO A POINT ON A 386.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 14°34'11" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'58", A DISTANCE OF 88.70 FEET;

THENCE NORTH 11°18'48" WEST, A DISTANCE OF 80.00 FEET;
THENCE NORTH 41°45'00" WEST, A DISTANCE OF 30.63 FEET;
THENCE NORTH 71°39'31" WEST, A DISTANCE OF 80.07 FEET;
THENCE SOUTH 34°38'51" WEST, A DISTANCE OF 88.01 FEET;

THENCE SOUTH 55°36'01" WEST, A DISTANCE OF 21.88 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

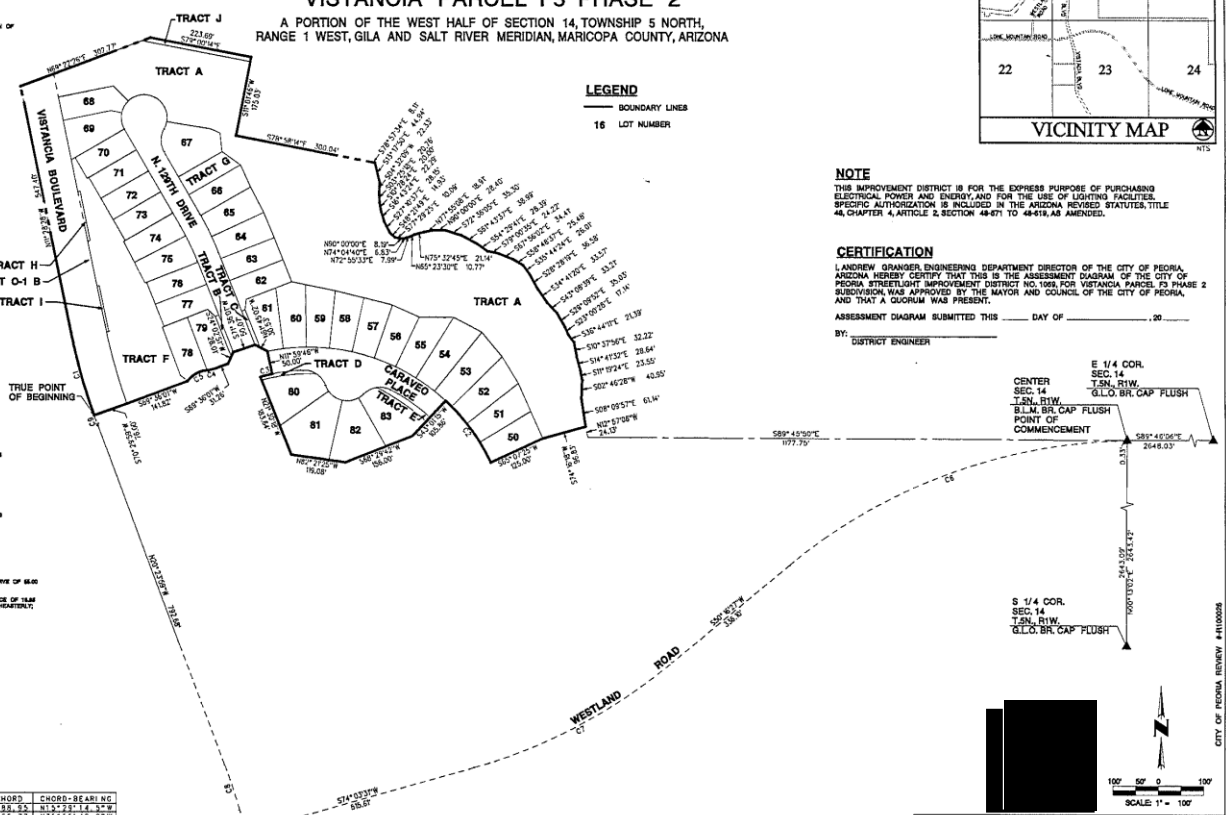
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°32'28", A DISTANCE OF 16.84 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 84.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°58'17", A DISTANCE OF 80.84 FEET;

THENCE SOUTH 69°36'01" WEST, A DISTANCE OF 141.82 FEET;

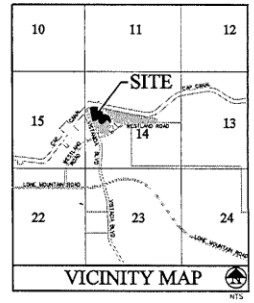
THENCE SOUTH 79°28'58" WEST, A DISTANCE OF 76.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15.110 ACRES, MORE OR LESS.



LEGEND

BOUNDARY LINES
16 LOT NUMBER



NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-618, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1059, FOR VISTANCIA PARCEL F3 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1350.00	189.10	008°01'33"	94.71	188.95	N15°29'14.3"W
2	433.00	167.81	022°06'10"	84.86	166.77	N31°55'40.0"W
3	385.00	26.70	003°58'25"	13.35	26.69	N70°01'01.5"E
4	55.00	16.63	017°32'39"	8.39	16.58	S78°16'15.5"W
5	55.00	50.34	052°26'18"	27.09	48.60	S60°43'21.5"W
6	1187.00	800.44	038°18'17"	416.11	785.34	S53°35'13.0"W
7	1187.00	452.74	021°47'04"	249.07	449.91	S62°06'58.0"W
8	1350.00	105.05	004°27'30"	52.55	104.02	N18°10'14.0"W
9	1350.00	21.15	000°53'58"	10.60	21.15	N19°57'00.0"W

CITY OF PEORIA REVIEW #41000026

STREET LIGHT I.D. # 1059	
CITY OF PEORIA ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-03-10
SCALE	1"=100'
SHT	1 OF 1

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F3 PHASE II - SLID - C.V.L. JOB# 01.0155801

DATE:- 12/DATE
TAE:- 8 FIGS
FILE:- 1 FIGURES
USERS

RESOLUTION NO. 2014-87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1059, VISTANCIA PARCEL F3 PHASE 2 PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 1st day of July, 2014, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2014-86, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1059; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2014-87 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2014-87, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1)

inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2014-87 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2014-87 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2014-87; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2014-87 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 1st day of July, 2014, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

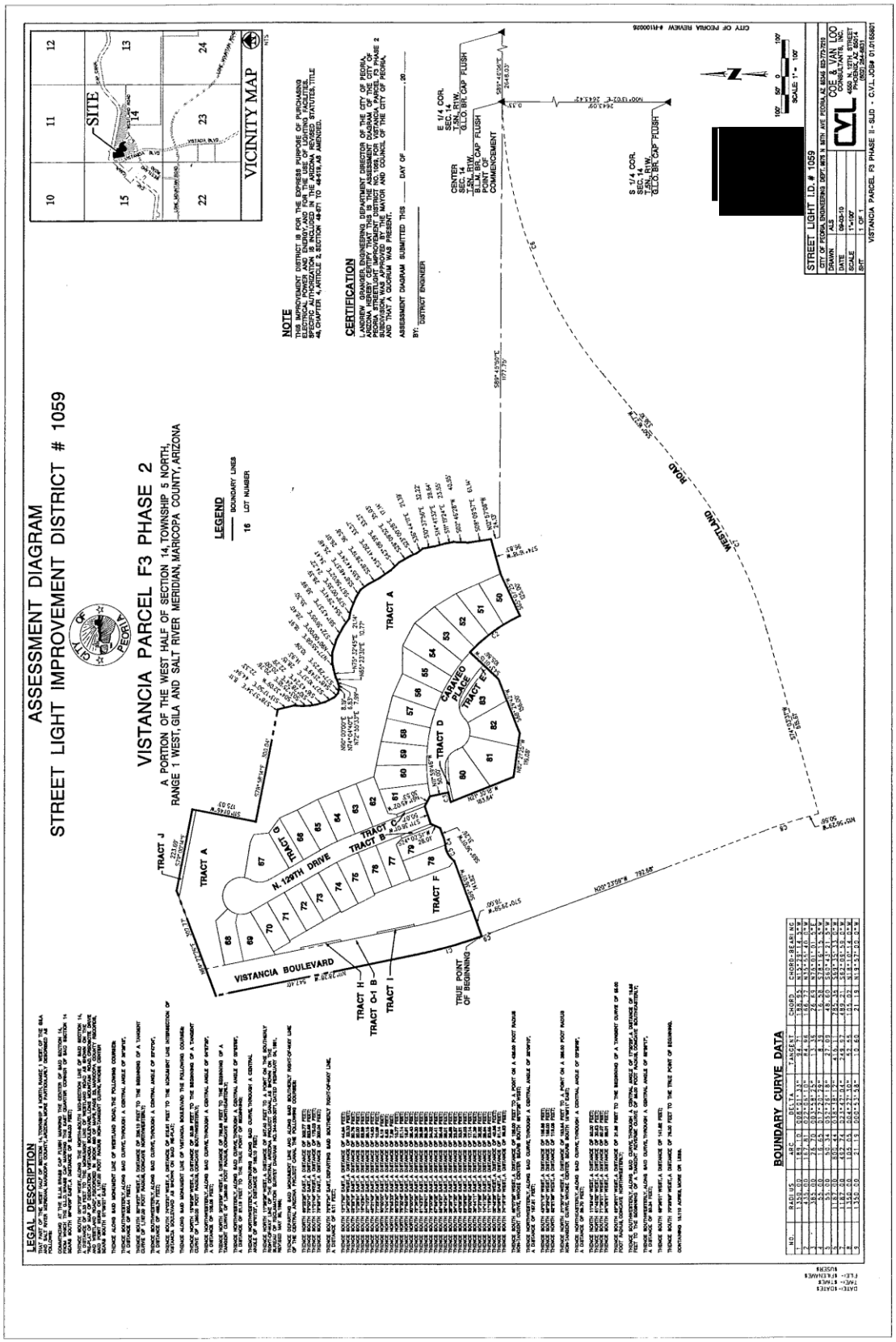
APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSEMBLY DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1059
VISTANCIA PARCEL F3 PHASE 2
A PORTION OF THE WEST HALF OF SECTION 14 TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
BOUNDARY CURVE DATA
LEGEND
BOUNDARY LINES
LOT NUMBER
VICINITY MAP
SITE
NOTE
CERTIFICATION
VISTANCIA BOULEVARD
N. 129TH DRIVE
WESTLAND ROAD
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT O-1 B
CARAVEO PLACE
TRUE POINT OF BEGINNING
CENTER SEC. 14 T.5N., R.1W. B.L.M. BR. CAP FLUSH POINT OF COMMENCEMENT
E 1/4 COR. SEC. 14 T.5N., R.1W. G.L.O. BR. CAP FLUSH
S 1/4 COR. SEC. 14 T.5N., R.1W. G.L.O. BR. CAP FLUSH
CITY OF PEORIA REVIEW #R1100026
STREET LIGHT I.D. # 1059
CITY OF PEORIA ENGINEERING DEPT. 8401 N 84TH AVE PEORIA, AZ 85345 623-773-7510
CVL CONSULTANTS OF ARIZONA, INC.
4550 N. 12TH STREET PHOENIX, AZ 85014 (602) 264-6831
VISTANCIA PARCEL F3 PHASE II - SLID - C.V.L. JOB# 01.015.0801

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F3 - PHASE 2
STREET LIGHT IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road, the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 23°47'04", a distance of 492.74 feet;

Thence South 74°03'31" West, a distance of 515.61 feet to the monument line intersection of Vistancia Boulevard as shown on said Re-Plat;

Thence along said monument line of Vistancia Boulevard the following courses:

Thence North 15°56'29" West, a distance of 50.56 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of 04°27'30", a distance of 105.05 feet;

Thence North 20°23'59" West, a distance of 792.68 feet to the beginning of a tangent curve of 1,350.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 00°53'58", a distance of 21.19 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of 08°01'33", a distance of 189.10 feet;

Thence North 11°28'28" West, a distance of 547.40 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal, as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence departing said monument line and along said Southerly right-of-way line of the Central Arizona Project Canal the following courses:

Thence North 69°22'26" East, a distance of 302.77 feet;
Thence South 79°00'14" East, a distance of 223.69 feet;
Thence South 11°01'46" West, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 300.04 feet;

Thence South 78°57'34" East, departing said Southerly right-of-way line, a distance of 8.11 feet;

Thence South 13°17'50" East, a distance of 44.94 feet;
Thence South 04°32'09" West, a distance of 22.33 feet;
Thence South 03°25'18" East, a distance of 20.76 feet;
Thence South 10°28'24" East, a distance of 20.00 feet;
Thence South 16°43'24" East, a distance of 22.29 feet;
Thence South 27°10'37" East, a distance of 28.15 feet;
Thence South 48°21'49" East, a distance of 14.93 feet;
Thence South 77°29'25" East, a distance of 10.09 feet;
Thence North 90°00'00" East, a distance of 8.19 feet;
Thence North 74°04'40" East, a distance of 6.83 feet;
Thence North 72°55'33" East, a distance of 7.99 feet;
Thence North 65°23'30" East, a distance of 10.77 feet;
Thence North 75°32'45" East, a distance of 21.14 feet;
Thence North 77°55'08" East, a distance of 18.91 feet;
Thence North 90°00'00" East, a distance of 28.40 feet;
Thence South 72°36'05" East, a distance of 35.30 feet;
Thence South 61°43'37" East, a distance of 38.99 feet;
Thence South 54°29'41" East, a distance of 28.39 feet;
Thence South 79°00'35" East, a distance of 24.22 feet;
Thence South 67°56'02" East, a distance of 34.41 feet;
Thence South 58°48'37" East, a distance of 25.48 feet;
Thence South 35°44'24" East, a distance of 26.01 feet;

Thence South 28°28'19" East, a distance of 36.58 feet;
Thence South 34°41'20" East, a distance of 33.57 feet;
Thence South 43°08'39" East, a distance of 33.21 feet;
Thence South 29°09'52" East, a distance of 35.03 feet;
Thence South 23°00'28" East, a distance of 17.14 feet;
Thence South 36°44'11" East, a distance of 21.39 feet;
Thence South 10°37'56" East, a distance of 32.22 feet;
Thence South 14°41'32" East, a distance of 28.64 feet;
Thence South 11°19'24" East, a distance of 23.55 feet;
Thence South 02°46'28" West, a distance of 40.95 feet;
Thence South 08°09'57" East, a distance of 61.14 feet;
Thence South 74°16'18" West, a distance of 96.83 feet;

Thence South 65°07'25" West, a distance of 125.00 feet to a point on a 435.00 foot radius non-tangent curve, whose center bears South 65°07'25" West;

Thence Northwesterly, along said curve, through a central angle of 22°06'10", a distance of 167.81 feet;

Thence South 43°01'15" West, a distance of 105.86 feet;
Thence South 68°29'42" West, a distance of 156.00 feet;
Thence North 82°21'25" West, a distance of 119.08 feet;

Thence North 21°30'18" West, a distance of 183.64 feet to a point on a 385.00 foot radius non-tangent curve, whose center bears South 15°58'11" East;

Thence Northeasterly, along said curve, through a central angle of 03°58'25", a distance of 26.70 feet;

Thence North 11°59'46" West, a distance of 50.00 feet;
Thence North 61°45'02" West, a distance of 30.53 feet;
Thence South 71°36'01" West, a distance of 50.07 feet;
Thence South 24°02'51" West, a distance of 28.01 feet;

Thence South 69°36'01" West, a distance of 31.26 feet to the beginning of a tangent curve of 55.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 17°20'29", a distance of 16.65 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 52°26'18", a distance of 50.34 feet;

Thence South 69°36'01" West, a distance of 141.82 feet;

Thence South 70°29'59" West, a distance of 76.00 feet to the True Point of Beginning.

Containing 15.110 Acres, more or less.

[redacted]

Expires 6/30/2016

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1059, VISTANCIA PARCEL F3 PHASE 2

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 1st day of July, 2014, the Mayor and Council of the City of Peoria adopted Resolution No. 2014-87; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1059, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities 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 Streetlight Improvement District No. 1059 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 22C

Date Prepared: May 8, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Street Light Improvement District No. 1060, Vistancia Parcel F4 Phase 1, 128th Avenue and Westland Road**

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1060, Vistancia Parcel F4 Phase 1, 128th Avenue and Westland Road, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light 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 Street Light Improvement District.

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 Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1060, Vistancia Parcel F4 Phase 1, located at 128th Avenue and Westland 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 immediately adopt a Resolution

Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2015, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. 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 replat for Vistancia Parcel F4 Phase 1 was approved by the Council on April 1, 2014.

Options:

A: The Street Light Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Street Light Improvement District; although it should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

B: The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention, and Resolution Ordering the Improvements.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

Narrative:

The acceptance of this Street Light Improvement District will allow the purchase of electricity for lighting the streets and public parks within the proposed district 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

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number: Traci Varland, Associate Engineer x7612

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

[1060]
SLID#
[Vistancia Pad F4 Phg 1]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned states 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", which is attached hereto and incorporated herein by reference. The proposed district consists of 17.035 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 purchase of electricity for lighting the streets and public parks within the proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks 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;

   (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 _____ day of _____ 20____.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction, LLC Print Property Owner Name David Garcia, Assistant Secretary Print Name 8800 N Gainey Centre Dr #350, Scottsdale AZ 85258 Address [redacted] Signature	04-16-2014	
Print Property Owner Name Print Name Address Signature		

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. 2014-90

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1060, VISTANCIA PARCEL F4 PHASE 1; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM 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 purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights 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 streetlights and the electricity, 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 purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1060 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 purchase of electricity for streetlights 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 purchase of electricity for streetlights 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 Streetlight Improvement District No. 1060 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1060 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 Streetlight Improvement District No. 1060.

SECTION 3. The costs and expense for the purchase of electricity for streetlights 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 Streetlight Improvement District No. 1060 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 Streetlight 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 Statutes.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Westerly, along said monument line and said curve, through a central angle of 03°12'47", a distance of 66.57 feet to the True Point of Beginning;

Thence Southwesterly, continuing along said curve, through a central angle of 35°25'25", a distance of 733.87 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 02°40'53", a distance of 55.55 feet;

Thence North 37°02'40" West, departing said monument line, a distance of 80.00 feet;

Thence North 15°57'47" East, a distance of 58.52 feet;
Thence North 15°22'03" East, a distance of 34.89 feet;
Thence North 04°31'14" East, a distance of 59.32 feet;
Thence North 03°18'19" East, a distance of 34.36 feet;
Thence North 12°56'24" West, a distance of 41.29 feet;
Thence North 18°10'25" West, a distance of 42.35 feet;
Thence North 17°06'47" West, a distance of 31.62 feet;
Thence North 32°21'02" West, a distance of 38.26 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
Street Light Improvement District
April 15, 2014

Thence North 34°19'02" West, a distance of 43.78 feet;
Thence North 35°05'29" West, a distance of 13.36 feet;
Thence North 36°40'08" West, a distance of 27.65 feet;
Thence North 20°46'05" West, a distance of 46.56 feet;
Thence North 12°57'06" West, a distance of 50.09 feet;
Thence North 08°09'57" West, a distance of 61.14 feet;
Thence North 02°46'28" East, a distance of 40.95 feet;
Thence North 11°19'24" West, a distance of 23.55 feet;
Thence North 14°41'32" West, a distance of 28.64 feet;
Thence North 10°37'56" West, a distance of 14.93 feet;
Thence South 78°58'14" East, a distance of 216.74 feet;
Thence North 11°01'46" East, a distance of 280.00 feet;
Thence North 33°58'14" West, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence South 78°58'14" East, a distance of 30.28 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 855.00 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

Thence South 78°58'14" East, a distance of 11.72 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;
Thence South 56°01'46" West, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 36.53 feet to the beginning of a tangent curve of 362.98 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence South 78°58'14" East, a distance of 50.73 feet;
Thence South 18°36'07" West, a distance of 85.13 feet;
Thence South 50°34'26" East, a distance of 21.56 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
Street Light Improvement District
April 15, 2014

Thence South 04°18'08" East, a distance of 65.00 feet to the True Point of Beginning.

Containing 17.035 Acres, more or less.

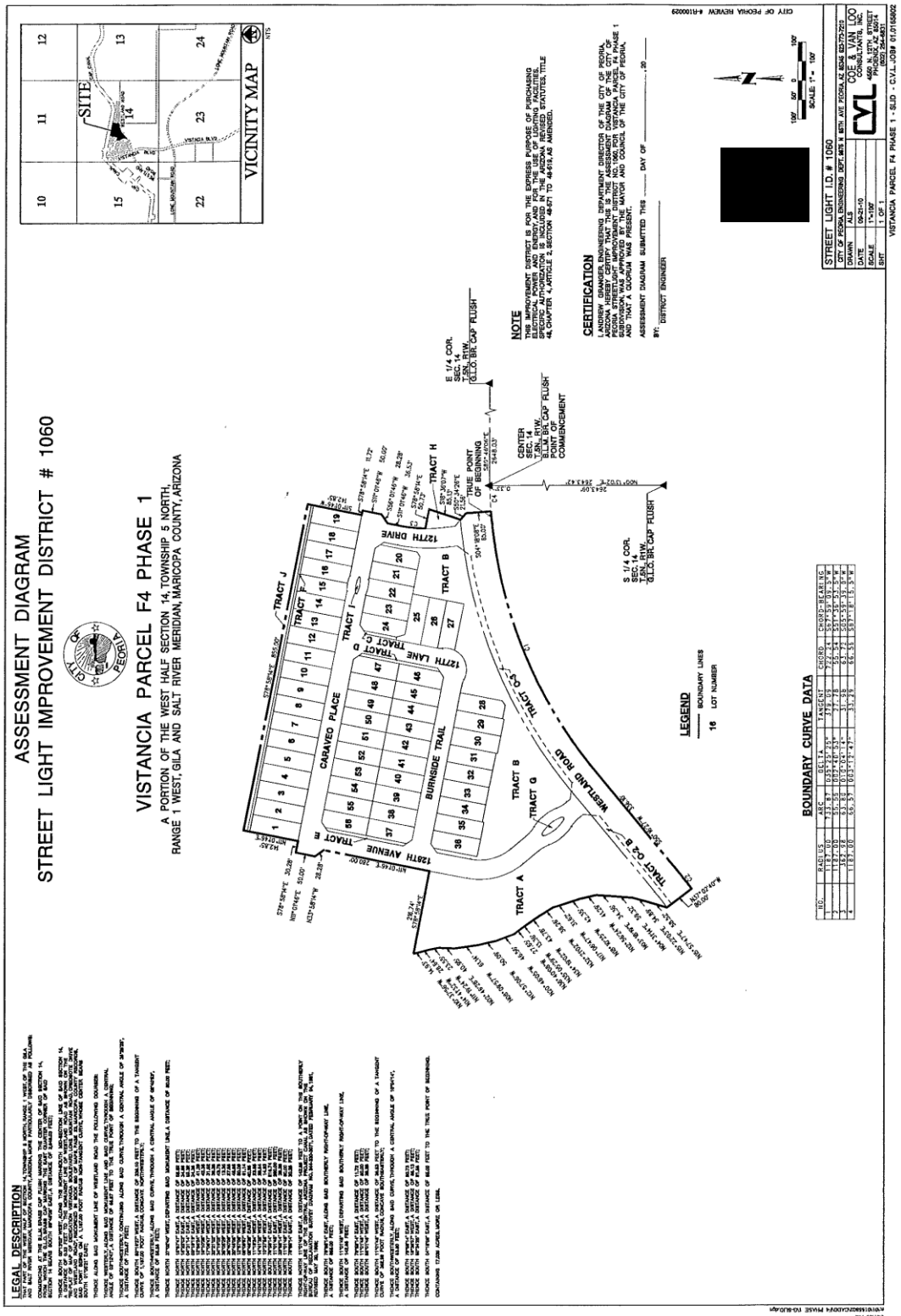
[redacted]

Expires 6/30/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1060
VISTANCIA PARCEL F4 PHASE 1
A PORTION OF THE WEST HALF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
VICINITY MAP
SITE
NOTE
THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY AND FOR THE USE OF LIGHTING FACILITIES. EXECUTION OF THIS DIAGRAM IS PERSUANT TO ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-671 TO 48-619, AS AMENDED.
CERTIFICATION
LANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NO. 1060, FOR VISTANCIA PARCEL F4, PHASE 1 PEORIA, ARIZONA, AS ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.
ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20 ____
BY: _____
DISTRICT ENGINEER
LEGEND
BOUNDARY LINES
16 LOT NUMBER
BOUNDARY CURVE DATA
STREET LIGHT I.D. # 1060
CITY OF PEORIA ENGINEERING DEPT.,8401 N 67TH AVE PEORIA,AZ 85345 623-773-7520
CVL CONSULTANTS
VISTANCIA PARCEL F4 PHASE 1 - SLID - CVL JOB# 01.0156002
CITY OF PEORIA HERW# 4-R100029

RESOLUTION NO. 2014-91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1060, VISTANCIA PARCEL F4 PHASE 1 PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 1st day of July, 2014, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2014-90, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1060; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2014-91 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2014-91, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1)

inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2014-91 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2014-91 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2014-91; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2014-91 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 1st day of July, 2014, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

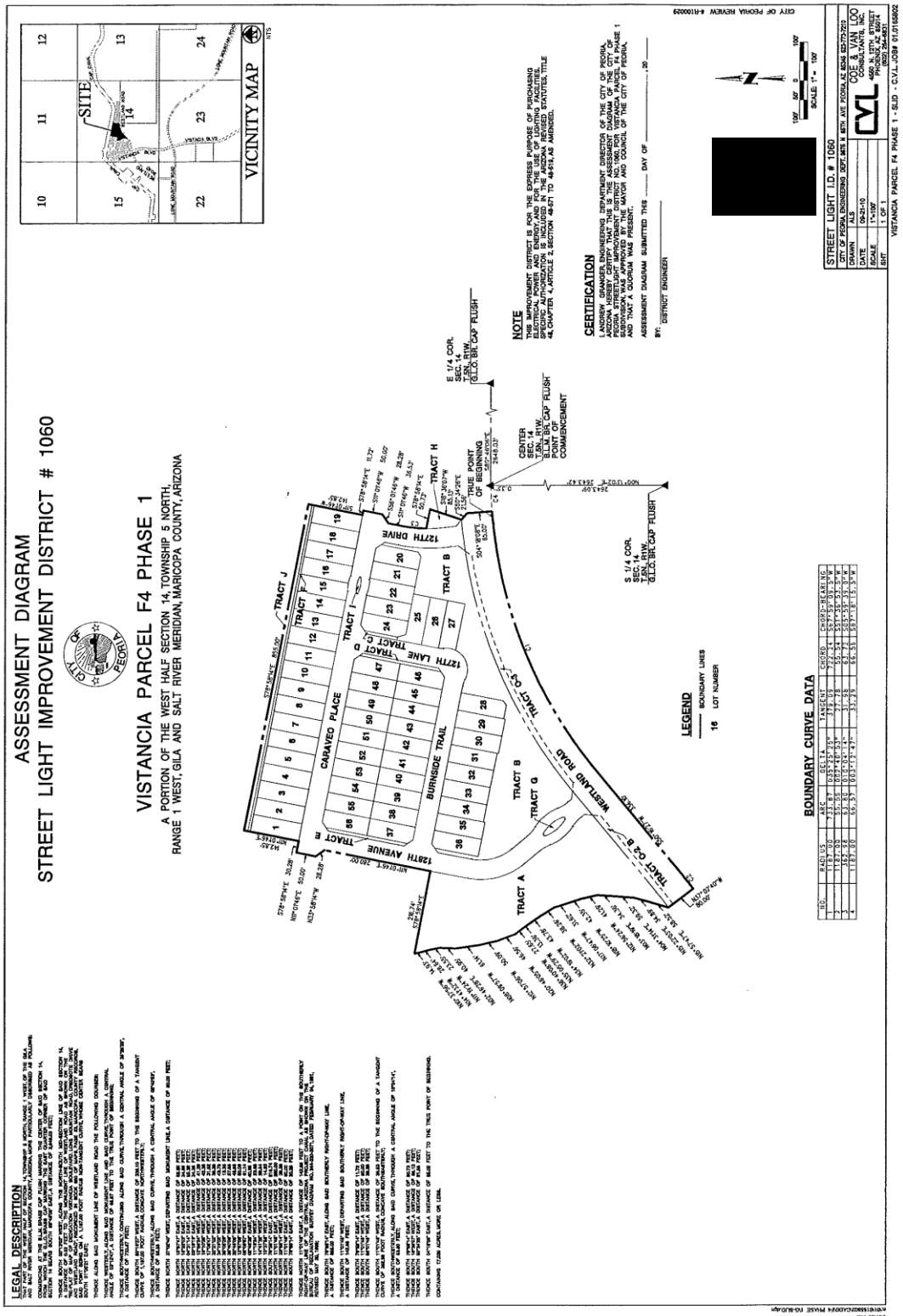
APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1060
VISTANCIA PARCEL F4 PHASE 1
A PORTION OF THE WEST HALF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
VICINITY MAP
SITE
NOTE
THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY AND FOR THE USE OF LIGHTING FACILITIES. SPECIFICALLY AUTHORIZED IN ARTICLE 3, SECTION 48-571 TO 48-619, AS AMENDED, 48, CHAPTER 4, ARTICLE 2, SECTION 48-671 TO 48-919, AS AMENDED.
CERTIFICATION
LANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NO. 1060, FOR VISTANCIA PARCEL F4 PHASE 1 AND THAT A QUORUM WAS PRESENT.
ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20 ____
BY: _____
DISTRICT ENGINEER
LEGEND
BOUNDARY LINES
16 LOT NUMBER
BOUNDARY CURVE DATA
STREET LIGHT I.D. # 1060
CITY OF PEORIA ENGINEERING DEPT. 8401 N 83RD AVE PEORIA AZ 85345 623-773-7520
CVL CONSULTANTS
4550 N. 12TH STREET PHOENIX, AZ 85014
VISTANCIA PARCEL F4 PHASE 1 - SLID - CVL JOB# 01.0156002
CITY OF PEORIA REVIEW #-R100029

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 1
STREET LIGHT IMPROVEMENT DISTRICT

That part of the West Half of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Westerly, along said monument line and said curve, through a central angle of 03°12'47", a distance of 66.57 feet to the True Point of Beginning;

Thence Southwesterly, continuing along said curve, through a central angle of 35°25'25", a distance of 733.87 feet;

Thence South 50°16'27" West, a distance of 336.10 feet to the beginning of a tangent curve of 1,187.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 02°40'53", a distance of 55.55 feet;

Thence North 37°02'40" West, departing said monument line, a distance of 80.00 feet;

Thence North 15°57'47" East, a distance of 58.52 feet;
Thence North 15°22'03" East, a distance of 34.89 feet;
Thence North 04°31'14" East, a distance of 59.32 feet;
Thence North 03°18'19" East, a distance of 34.36 feet;
Thence North 12°56'24" West, a distance of 41.29 feet;
Thence North 18°10'25" West, a distance of 42.35 feet;
Thence North 17°06'47" West, a distance of 31.62 feet;
Thence North 32°21'02" West, a distance of 38.26 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
Street Light Improvement District
April 15, 2014

Thence North 34°19'02" West, a distance of 43.78 feet;
Thence North 35°05'29" West, a distance of 13.36 feet;
Thence North 36°40'08" West, a distance of 27.65 feet;
Thence North 20°46'05" West, a distance of 46.56 feet;
Thence North 12°57'06" West, a distance of 50.09 feet;
Thence North 08°09'57" West, a distance of 61.14 feet;
Thence North 02°46'28" East, a distance of 40.95 feet;
Thence North 11°19'24" West, a distance of 23.55 feet;
Thence North 14°41'32" West, a distance of 28.64 feet;
Thence North 10°37'56" West, a distance of 14.93 feet;
Thence South 78°58'14" East, a distance of 216.74 feet;
Thence North 11°01'46" East, a distance of 280.00 feet;
Thence North 33°58'14" West, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence South 78°58'14" East, a distance of 30.28 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 855.00 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

Thence South 78°58'14" East, a distance of 11.72 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;
Thence South 56°01'46" West, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 36.53 feet to the beginning of a tangent curve of 362.98 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence South 78°58'14" East, a distance of 50.73 feet;
Thence South 18°36'07" West, a distance of 85.13 feet;
Thence South 50°34'26" East, a distance of 21.56 feet;

Legal Description for
Vistancia – Parcel F4 – Phase 1
Street Light Improvement District
April 15, 2014

Thence South 04°18'08" East, a distance of 65.00 feet to the True Point of Beginning.

Containing 17.035 Acres, more or less.

[redacted]

Expires 6/30/2016

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1060, VISTANCIA PARCEL F4 PHASE 1

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 1st day of July, 2014, the Mayor and Council of the City of Peoria adopted Resolution No. 2014-91; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1060, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities 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 Streetlight Improvement District No. 1060 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

Agenda Item: 23C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 8, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Street Light Improvement District No. 1061 Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place**

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1061, Vistancia Parcel F4 Phase 2, 128th Avenue and Caraveo Place, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light 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 Street Light Improvement District.

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 Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1061, Vistancia Parcel F4 Phase 2, located at 128th Avenue and Caraveo Place. 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 immediately adopt a Resolution Ordering the

improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2015, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. 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 replat for Vistancia Parcel F4 Phase 2 was approved by the Council on June 17, 2014.

Options:

A: The Street Light Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Street Light Improvement District; although it should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

B: The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention, and Resolution Ordering the Improvements.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

Narrative:

The acceptance of this Street Light Improvement District will allow the purchase of electricity for lighting the streets and public parks within the proposed district 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

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number: Traci Varland, Associate Engineer x7612

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

[1061]
SLID#
[Vistancia Pc\F4 Phs 7]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned states 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", which is attached hereto and incorporated herein by reference. The proposed district consists of 6.347 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 purchase of electricity for lighting the streets and public parks within the proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks 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;

   (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 _____ day of _____ 20____.

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

15th In Witness whereof the parties have executed this Petition and Waiver Agreement as of the day of April 2014.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction LLC Print Property Owner Name David Garcia, Assistant Secretary Print Name 8800 N Gainey Center Dr, #350, Scottsdale AZ 85258 Add[redacted] Signature	4-15-14	
Print Property Owner Name Print Name Address Signature		

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. 2014-94

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1061, VISTANCIA PARCEL F4 PHASE 2; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM 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 purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights 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 streetlights and the electricity, 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 purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1061 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 purchase of electricity for streetlights 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 purchase of electricity for streetlights 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 Streetlight Improvement District No. 1061 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1061 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 Streetlight Improvement District No. 1061.

SECTION 3. The costs and expense for the purchase of electricity for streetlights 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 Streetlight Improvement District No. 1061 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 Streetlight 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 Statutes.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 2
STREET LIGHT IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 38.81 feet;

Thence North 39°43'33" West, departing said monument line, a distance of 294.63 feet to the beginning of a tangent curve of 150.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 50°45'19", a distance of 132.88 feet;

Thence North 11°01'46" East, a distance of 98.64 feet;

Thence North 78°58'14" West, a distance of 25.00 feet to the True Point of Beginning;

Thence North 78°58'14" West, a distance of 216.74 feet;
Thence North 10°37'56" West, a distance of 17.29 feet;
Thence North 36°44'11" West, a distance of 21.39 feet;
Thence North 23°00'28" West, a distance of 17.14 feet;
Thence North 29°09'52" West, a distance of 35.03 feet;

Thence North 43°08'39" West, a distance of 33.21 feet;
Thence North 34°41'20" West, a distance of 33.57 feet;
Thence North 28°28'19" West, a distance of 36.58 feet;
Thence North 35°44'24" West, a distance of 26.01 feet;
Thence North 58°48'37" West, a distance of 25.48 feet;
Thence North 67°56'02" West, a distance of 34.41 feet;
Thence North 79°00'35" West, a distance of 24.22 feet;
Thence North 54°29'41" West, a distance of 28.39 feet;
Thence North 61°43'37" West, a distance of 38.99 feet;
Thence North 72°36'05" West, a distance of 35.30 feet;
Thence South 90°00'00" West, a distance of 28.40 feet;
Thence South 77°55'08" West, a distance of 18.91 feet;
Thence South 75°32'45" West, a distance of 21.14 feet;
Thence South 65°23'30" West, a distance of 10.77 feet;
Thence South 72°55'33" West, a distance of 7.99 feet;
Thence South 74°04'40" West, a distance of 6.83 feet;
Thence South 90°00'00" West, a distance of 8.19 feet;
Thence North 77°29'25" West, a distance of 10.09 feet;
Thence North 48°21'49" West, a distance of 14.93 feet;
Thence North 27°10'37" West, a distance of 28.15 feet;
Thence North 16°43'24" West, a distance of 22.29 feet;
Thence North 10°28'24" West, a distance of 20.00 feet;
Thence North 03°25'18" West, a distance of 20.76 feet;
Thence North 04°32'09" East, a distance of 22.33 feet;
Thence North 13°17'50" West, a distance of 44.94 feet;

Thence North 78°57'34" West, a distance of 8.11 feet to an angle point in the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence along said Southerly right-of-way line the following courses:

Thence North 11°01'46" East, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 741.35 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

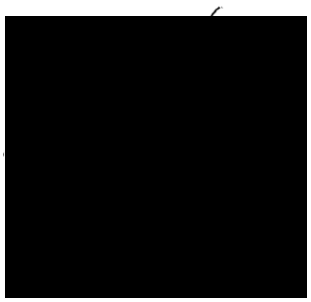
Thence North 78°58'14" West, a distance of 30.28 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;

Legal Description for
Vistancia – Parcel 4 – Phase 2
Street Light Improvement District
April 15, 2014

Thence South 33°58'14" East, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 280.00 feet to the True Point of Beginning.

Containing 6.347 Acres, more or less.



Expires 6/30/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1061

VISTANCIA PARCEL F4 PHASE 2

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'06" EAST, A DISTANCE OF 2,646.03 FEET;

THENCE SOUTH 00°13'52" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 2,33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE TIE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CROSSOTE DRIVE AND WESTLAND ROAD, RECORDED IN BOOK 605 OF MAPS, PAGE 23, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 31°55'37" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°35'12", A DISTANCE OF 636.44 FEET;

THENCE SOUTH 88°19'07" WEST, A DISTANCE OF 34.41 FEET;

THENCE NORTH 20°43'37" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 204.63 FEET TO THE BEGINNING OF A TANGENT CURVE OF 130.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°49'19", A DISTANCE OF 133.05 FEET;

THENCE NORTH 11°05'46" EAST, A DISTANCE OF 96.64 FEET;

THENCE NORTH 79°54'14" WEST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 78°54'13" WEST, A DISTANCE OF 216.74 FEET;
THENCE NORTH 11°05'46" EAST, A DISTANCE OF 25.00 FEET;
THENCE NORTH 78°54'13" WEST, A DISTANCE OF 31.28 FEET;
THENCE NORTH 30°54'11" WEST, A DISTANCE OF 21.28 FEET;
THENCE NORTH 23°40'38" WEST, A DISTANCE OF 17.24 FEET;
THENCE NORTH 29°09'52" WEST, A DISTANCE OF 28.03 FEET;
THENCE NORTH 43°09'39" WEST, A DISTANCE OF 23.81 FEET;
THENCE NORTH 34°41'29" WEST, A DISTANCE OF 33.57 FEET;
THENCE NORTH 26°29'18" WEST, A DISTANCE OF 36.66 FEET;
THENCE NORTH 34°44'31" WEST, A DISTANCE OF 29.81 FEET;
THENCE NORTH 48°46'37" WEST, A DISTANCE OF 35.49 FEET;
THENCE NORTH 64°31'42" WEST, A DISTANCE OF 34.05 FEET;
THENCE NORTH 79°38'20" WEST, A DISTANCE OF 34.23 FEET;
THENCE NORTH 84°27'41" WEST, A DISTANCE OF 36.39 FEET;
THENCE NORTH 81°47'37" WEST, A DISTANCE OF 36.99 FEET;
THENCE NORTH 72°34'05" WEST, A DISTANCE OF 36.30 FEET;
THENCE SOUTH 89°56'56" WEST, A DISTANCE OF 28.40 FEET;
THENCE NORTH 77°55'58" WEST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 79°52'40" WEST, A DISTANCE OF 21.19 FEET;
THENCE SOUTH 69°32'36" WEST, A DISTANCE OF 21.19 FEET;
THENCE SOUTH 58°28'06" WEST, A DISTANCE OF 7.99 FEET;
THENCE SOUTH 74°54'46" WEST, A DISTANCE OF 5.83 FEET;
THENCE SOUTH 90°00'06" WEST, A DISTANCE OF 8.19 FEET;
THENCE NORTH 77°29'00" WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 48°27'46" WEST, A DISTANCE OF 14.63 FEET;
THENCE NORTH 27°07'37" WEST, A DISTANCE OF 20.13 FEET;
THENCE NORTH 16°42'34" WEST, A DISTANCE OF 22.20 FEET;
THENCE NORTH 02°55'13" WEST, A DISTANCE OF 22.20 FEET;
THENCE NORTH 12°50'18" WEST, A DISTANCE OF 20.70 FEET;
THENCE NORTH 04°50'09" EAST, A DISTANCE OF 22.33 FEET;
THENCE NORTH 13°17'50" WEST, A DISTANCE OF 44.94 FEET;

THENCE NORTH 79°34'34" WEST, A DISTANCE OF 8.11 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 244-339-3071, DATED FEBRUARY 24, 1981, REVISED MAY 20, 1982;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE NORTH 11°05'46" EAST, A DISTANCE OF 175.03 FEET;
THENCE SOUTH 78°54'14" EAST, A DISTANCE OF 741.35 FEET;

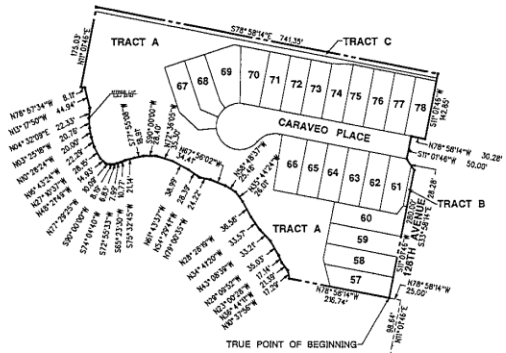
THENCE SOUTH 11°05'46" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.80 FEET;

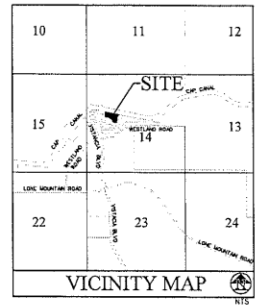
THENCE NORTH 78°54'14" WEST, A DISTANCE OF 30.28 FEET;
THENCE SOUTH 11°05'46" WEST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 33°55'14" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 11°05'46" WEST, A DISTANCE OF 286.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.347 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-619, AS AMENDED.

CERTIFICATION

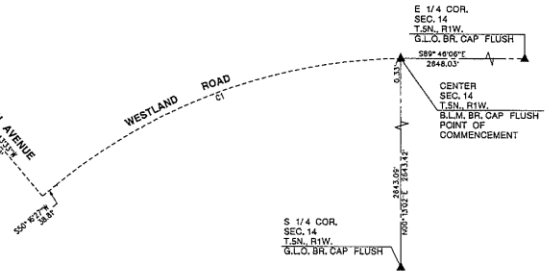
I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1061, FOR VISTANCIA PARCEL F4 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

LEGEND

—— BOUNDARY LINES
16 LOT NUMBER



BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	800.44	038°38'12"	416.11	785.36	S69°35'33.0"W
2	130.00	132.88	058°45'19"	71.13	128.37	N14°20'53.5"W

[redacted]

SCALE: 1" = 100'

CITY OF PEORIA REVIEW #R100033

STREET LIGHT I.D. # 1061	
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-07-10
SCALE	1"=100'
SHT	1 OF 1

CVL CGE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 2 - SLID - C.V.L. JOB# 01.0165802

RESOLUTION NO. 2014-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1061, VISTANCIA PARCEL F4 PHASE 2 PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 1st day of July, 2014, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2014-94, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1061; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2014-95 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2014-95, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1)

inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2014-95 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2014-95 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2014-95; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2014-95 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 1st day of July, 2014, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1061

VISTANCIA PARCEL F4 PHASE 2

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'06" EAST, A DISTANCE OF 2,646.03 FEET;

THENCE SOUTH 00°13'52" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 2,33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE TIE-FLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CROCUSTE DRIVE AND WESTLAND ROAD, RECORDED IN BOOK 605 OF MAPS, PAGE 23, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 31°16'37" EAST;

THENCE ALONG SAID MONUMENT LINE OF WESTLAND ROAD THE FOLLOWING COURSES:

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°38'12", A DISTANCE OF 636.44 FEET;

THENCE SOUTH 58°55'37" WEST, A DISTANCE OF 34.41 FEET;

THENCE NORTH 30°43'23" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 204.63 FEET TO THE BEGINNING OF A TANGENT CURVE OF 130.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°49'19", A DISTANCE OF 133.05 FEET;

THENCE NORTH 11°07'04" EAST, A DISTANCE OF 96.64 FEET;

THENCE NORTH 79°58'14" WEST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 79°58'14" WEST, A DISTANCE OF 216.74 FEET;
THENCE NORTH 10°01'46" EAST, A DISTANCE OF 25.00 FEET;
THENCE NORTH 79°58'14" WEST, A DISTANCE OF 21.28 FEET;
THENCE NORTH 10°01'46" EAST, A DISTANCE OF 11.00 FEET;
THENCE NORTH 79°58'14" WEST, A DISTANCE OF 17.24 FEET;
THENCE NORTH 29°09'52" WEST, A DISTANCE OF 35.03 FEET;
THENCE NORTH 43°06'39" WEST, A DISTANCE OF 23.81 FEET;
THENCE NORTH 34°41'20" WEST, A DISTANCE OF 33.57 FEET;
THENCE NORTH 26°29'16" WEST, A DISTANCE OF 36.66 FEET;
THENCE NORTH 34°44'24" WEST, A DISTANCE OF 29.81 FEET;
THENCE NORTH 48°46'37" WEST, A DISTANCE OF 35.48 FEET;
THENCE NORTH 79°58'14" WEST, A DISTANCE OF 34.00 FEET;
THENCE NORTH 79°58'20" WEST, A DISTANCE OF 34.23 FEET;
THENCE NORTH 84°27'41" WEST, A DISTANCE OF 36.39 FEET;
THENCE NORTH 61°47'37" WEST, A DISTANCE OF 38.99 FEET;
THENCE NORTH 72°34'05" WEST, A DISTANCE OF 36.30 FEET;
THENCE SOUTH 89°56'56" WEST, A DISTANCE OF 38.40 FEET;
THENCE NORTH 77°55'58" WEST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 79°52'40" WEST, A DISTANCE OF 21.19 FEET;
THENCE SOUTH 79°52'36" WEST, A DISTANCE OF 21.19 FEET;
THENCE SOUTH 79°52'40" WEST, A DISTANCE OF 7.99 FEET;
THENCE SOUTH 79°58'14" WEST, A DISTANCE OF 5.83 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 8.19 FEET;
THENCE NORTH 77°29'00" WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 48°27'46" WEST, A DISTANCE OF 14.53 FEET;
THENCE NORTH 27°07'37" WEST, A DISTANCE OF 20.53 FEET;
THENCE NORTH 16°42'34" WEST, A DISTANCE OF 22.20 FEET;
THENCE NORTH 02°55'13" WEST, A DISTANCE OF 22.20 FEET;
THENCE NORTH 12°50'18" WEST, A DISTANCE OF 20.70 FEET;
THENCE NORTH 04°30'09" EAST, A DISTANCE OF 22.33 FEET;
THENCE NORTH 13°17'50" WEST, A DISTANCE OF 44.94 FEET;

THENCE NORTH 79°34'34" WEST, A DISTANCE OF 8.11 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 244-339-3071, DATED FEBRUARY 24, 1981, REVISED MAY 20, 1982;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE NORTH 11°07'46" EAST, A DISTANCE OF 175.03 FEET;
THENCE SOUTH 78°58'14" EAST, A DISTANCE OF 741.35 FEET;

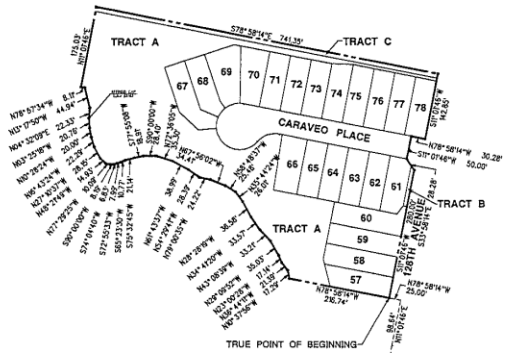
THENCE SOUTH 11°01'46" WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 142.80 FEET;

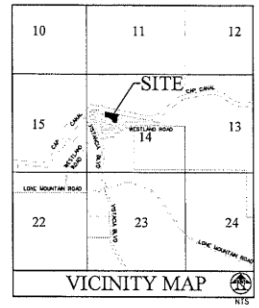
THENCE NORTH 78°58'14" WEST, A DISTANCE OF 30.28 FEET;
THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 33°58'14" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 11°01'46" WEST, A DISTANCE OF 286.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.347 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-619, AS AMENDED.

CERTIFICATION

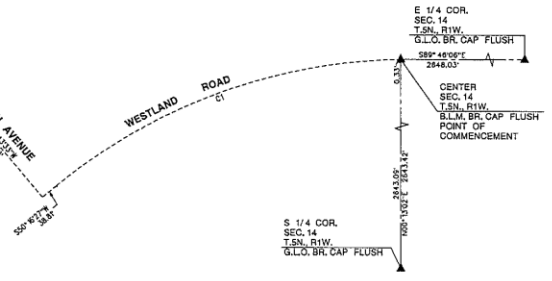
I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1061, FOR VISTANCIA PARCEL F4 PHASE 2 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

LEGEND

—— BOUNDARY LINES
16 LOT NUMBER



BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	800.44	038°38'12"	416.11	785.36	S89°35'33.0"W
2	130.00	132.88	058°45'19"	71.13	128.37	N14°20'53.5"W

[redacted]

SCALE: 1" = 100'

STREET LIGHT I.D. # 1061	
CITY OF PEORIA, ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-07-10
SCALE	1"=100'
SHT	1 OF 1

CVL CONSULTANTS, INC. COE & VAN LOO
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 2 - SLID - C.V.L. JOB# 01.0165802

CITY OF PEORIA REVIEW #4R10033

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April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 2
STREET LIGHT IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence along said monument line of Westland Road the following courses:

Thence Southwesterly, along said curve, through a central angle of 38°38'12", a distance of 800.44 feet;

Thence South 50°16'27" West, a distance of 38.81 feet;

Thence North 39°43'33" West, departing said monument line, a distance of 294.63 feet to the beginning of a tangent curve of 150.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 50°45'19", a distance of 132.88 feet;

Thence North 11°01'46" East, a distance of 98.64 feet;

Thence North 78°58'14" West, a distance of 25.00 feet to the True Point of Beginning;

Thence North 78°58'14" West, a distance of 216.74 feet;
Thence North 10°37'56" West, a distance of 17.29 feet;
Thence North 36°44'11" West, a distance of 21.39 feet;
Thence North 23°00'28" West, a distance of 17.14 feet;
Thence North 29°09'52" West, a distance of 35.03 feet;

Thence North 43°08'39" West, a distance of 33.21 feet;
Thence North 34°41'20" West, a distance of 33.57 feet;
Thence North 28°28'19" West, a distance of 36.58 feet;
Thence North 35°44'24" West, a distance of 26.01 feet;
Thence North 58°48'37" West, a distance of 25.48 feet;
Thence North 67°56'02" West, a distance of 34.41 feet;
Thence North 79°00'35" West, a distance of 24.22 feet;
Thence North 54°29'41" West, a distance of 28.39 feet;
Thence North 61°43'37" West, a distance of 38.99 feet;
Thence North 72°36'05" West, a distance of 35.30 feet;
Thence South 90°00'00" West, a distance of 28.40 feet;
Thence South 77°55'08" West, a distance of 18.91 feet;
Thence South 75°32'45" West, a distance of 21.14 feet;
Thence South 65°23'30" West, a distance of 10.77 feet;
Thence South 72°55'33" West, a distance of 7.99 feet;
Thence South 74°04'40" West, a distance of 6.83 feet;
Thence South 90°00'00" West, a distance of 8.19 feet;
Thence North 77°29'25" West, a distance of 10.09 feet;
Thence North 48°21'49" West, a distance of 14.93 feet;
Thence North 27°10'37" West, a distance of 28.15 feet;
Thence North 16°43'24" West, a distance of 22.29 feet;
Thence North 10°28'24" West, a distance of 20.00 feet;
Thence North 03°25'18" West, a distance of 20.76 feet;
Thence North 04°32'09" East, a distance of 22.33 feet;
Thence North 13°17'50" West, a distance of 44.94 feet;

Thence North 78°57'34" West, a distance of 8.11 feet to an angle point in the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Thence along said Southerly right-of-way line the following courses:

Thence North 11°01'46" East, a distance of 175.03 feet;
Thence South 78°58'14" East, a distance of 741.35 feet;

Thence South 11°01'46" West, departing said Southerly right-of-way line, a distance of 142.85 feet;

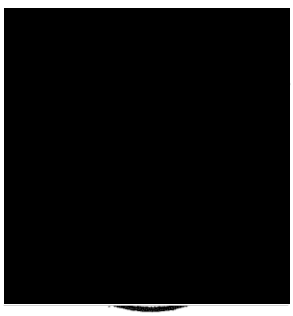
Thence North 78°58'14" West, a distance of 30.28 feet;
Thence South 11°01'46" West, a distance of 50.00 feet;

Legal Description for
Vistancia – Parcel 4 – Phase 2
Street Light Improvement District
April 15, 2014

Thence South 33°58'14" East, a distance of 28.28 feet;

Thence South 11°01'46" West, a distance of 280.00 feet to the True Point of Beginning.

Containing 6.347 Acres, more or less.



Expires 6/30/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1061, VISTANCIA PARCEL F4 PHASE 2

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 1st day of July, 2014, the Mayor and Council of the City of Peoria adopted Resolution No. 2014-95; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1061, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities 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 Streetlight Improvement District No. 1061 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 24C

Date Prepared: May 8, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Street Light Improvement District No. 1062 Vistancia Parcel F4 Phase 3, 126th Avenue and Westland Road**

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1062, Vistancia Parcel F4 Phase 3, 126th Avenue and Westland Road, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light 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 Street Light Improvement District.

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 Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1062, Vistancia Parcel F4 Phase 3, located at 126th Avenue and Westland 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 immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2015, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. 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 replat for Vistancia Parcel F4 Phase 3 was approved by the Council on June 17, 2014.

Options:

A: The Street Light Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Street Light Improvement District; although it should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

B: The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention, and Resolution Ordering the Improvements.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

Narrative:

The acceptance of this Street Light Improvement District will allow the purchase of electricity for lighting the streets and public parks within the proposed district 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

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number: Traci Varland, Associate Engineer x7612

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

[1062]
SLID#
[Vistancia Pcl F4 Phs 3]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned states 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", which is attached hereto and incorporated herein by reference. The proposed district consists of 11.050 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 purchase of electricity for lighting the streets and public parks within the proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks 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;

   (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 _____ day of _____ 20____.

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 15th day of April 2014.

	Date:	Property (Tax Parcel Numbers)
Vistancia Construction LLC Print Property Owner Name David Garcia, Assistant Secretary Print Name 8800 N Gainey Center Dr, #350, Scottsdale AZ 85258 Address [redacted] Signature	4-15-14	
Print Property Owner Name Print Name Address Signature		

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. 2014-98

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1062, VISTANCIA PACEL F4 PHASE 3; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM 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 purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights 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 streetlights and the electricity, 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 purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1062 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 purchase of electricity for streetlights 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 purchase of electricity for streetlights 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 Streetlight Improvement District No. 1062 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1062 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 Streetlight Improvement District No. 1062.

SECTION 3. The costs and expense for the purchase of electricity for streetlights 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 Streetlight Improvement District No. 1062 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 Streetlight 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 Statutes.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 3
STREET LIGHT IMPROVEMENT DISTRICT

That part of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence Westerly, along said monument line of Westland Road and said curve, through a central angle of 03°12'47", a distance of 66.57 feet;

Thence North 04°18'08" West, departing said monument line, a distance of 65.00 feet;

Thence North 50°34'26" West, a distance of 21.56 feet;
Thence North 18°36'07" East, a distance of 85.13 feet;

Thence North 78°58'14" West, a distance of 50.73 feet to a point on a 362.98 foot radius non-tangent curve, whose center bears South 89°02'28" East;

Thence Northeasterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence North 11°01'46" East, a distance of 36.53 feet;
Thence North 56°01'46" East, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence North 78°58'14" West, a distance of 11.72 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

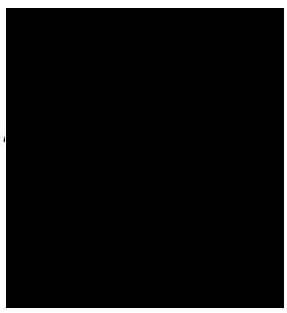
Legal Description for
Vistancia - Parcel F4 – Phase 3
Street Light Improvement District
April 15, 2014

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 1,398.56 feet to a point on the East line of Government Lot 7, located within said Section 14;

Thence South 00°08'25" West, along said East line, a distance of 209.79 feet to a point on the East-West mid-section line of said Section 14;

Thence North 89°46'06" West, along said East-West mid-section line, a distance of 1,324.05 feet to the Point of Beginning.

Containing 11.050 Acres, more or less.



Expires 6/30/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1062

VISTANCIA PARCEL F4 PHASE 3

A PORTION OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'06" EAST, A DISTANCE OF 2,646.03 FEET;

THENCE SOUTH 00°13'02" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 53.33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE "RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE AND WESTLAND ROAD", RECORDED IN BOOK 466 OF MAPS, PAGE 23, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°55'21" EAST;

THENCE WESTERLY, ALONG SAID MONUMENT LINE OF WESTLAND ROAD AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°12'47", A DISTANCE OF 66.57 FEET;

THENCE NORTH 04°16'06" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 65.00 FEET;

THENCE NORTH 85°56'06" WEST, A DISTANCE OF 21.65 FEET;
THENCE NORTH 78°26'57" EAST, A DISTANCE OF 31.29 FEET;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 56.73 FEET TO A POINT ON A 362.98 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 89°52'28" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°34'14", A DISTANCE OF 63.98 FEET;

THENCE NORTH 11°01'46" EAST, A DISTANCE OF 36.53 FEET;
THENCE NORTH 56°02'46" EAST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 11°01'46" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 78°58'14" WEST, A DISTANCE OF 71.72 FEET;

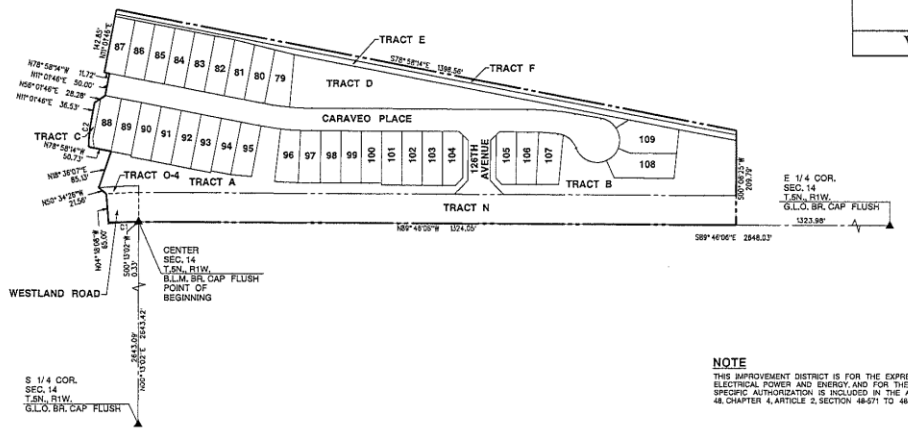
THENCE NORTH 11°01'46" EAST, A DISTANCE OF 142.66 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 384-330-501, DATED FEBRUARY 26, 1981, REVISED MAY 20, 1980;

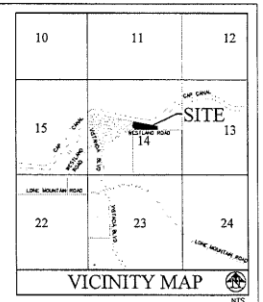
THENCE SOUTH 78°58'14" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,398.56 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 2, LOCATED WITHIN SAID SECTION 14;

THENCE SOUTH 00°09'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 209.76 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14;

THENCE NORTH 89°46'06" WEST, ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 1,324.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.86 ACRES, MORE OR LESS.





NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-619, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO.1062, FOR VISTANCIA PARCEL F4 PHASE 3 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

LEGEND

—— BOUNDARY LINES

16 LOT NUMBER

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1187.00	66.57	03°12'47"	33.29	66.56	S87°18'13.5"W
2	362.98	63.80	010°04'14"	31.98	63.72	N05°59'39.0"E

CITY OF PEORIA REVIEW #-81100033

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SCALE: 1" = 100'

STREET LIGHT I.D. # 1062	
CITY OF PEORIA ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-21-10
SCALE	1"=100'
SHT	1 OF 1

CVL COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 3 - SLID - C.V.L. JOB# 01.0165802

Gcad
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RESOLUTION NO. 2014-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1062, VISTANCIA PARCEL F4 PHASE 3, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 1st day of July, 2014, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2014-98, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1062; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2014-99 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2014-99, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1)

inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2014-99 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2014-99 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2014-99; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2014-99 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 1st day of July, 2014, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT # 1062

CITY OF PEORIA

VISTANCIA PARCEL F4 PHASE 3

A PORTION OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PART OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE B.L.M. BRASS CAP FLUSH MARKING THE CENTER OF SAID SECTION 14, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 89°46'06" EAST, A DISTANCE OF 2,648.03 FEET;

THENCE SOUTH 00°13'02" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 633.33 FEET TO THE MONUMENT LINE OF WESTLAND ROAD AS SHOWN ON THE "RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE AND WESTLAND ROAD", RECORDED IN BOOK 466 OF MAPS, PAGE 23, MARICOPA COUNTY RECORDS, SAID POINT BEING ON A 1,187.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 01°55'21" EAST;

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THENCE NORTH 04°16'06" WEST, DEPARTING SAID MONUMENT LINE, A DISTANCE OF 65.00 FEET;

THENCE NORTH 85°56'06" WEST, A DISTANCE OF 21.89 FEET;
THENCE NORTH 19°26'07" EAST, A DISTANCE OF 34.73 FEET;

THENCE NORTH 78°58'14" WEST, A DISTANCE OF 56.73 FEET TO A POINT ON A 362.98 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 49°52'28" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°34'14", A DISTANCE OF 63.98 FEET;

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THENCE NORTH 34°21'46" EAST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 11°01'46" EAST, A DISTANCE OF 50.00 FEET;
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THENCE NORTH 11°01'46" EAST, A DISTANCE OF 142.66 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NO. 384-330-501, DATED FEBRUARY 26, 1981, REVISED MAY 20, 1980;

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THENCE NORTH 89°46'06" WEST, ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 1,324.55 FEET TO THE POINT OF BEGINNING.

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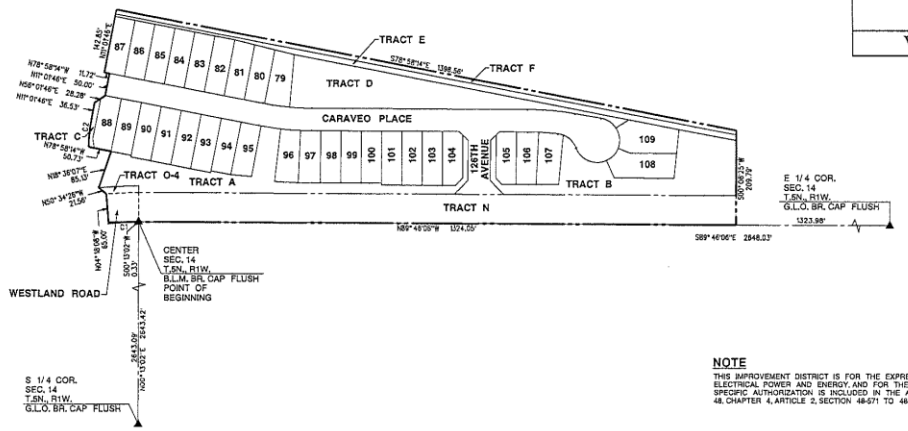

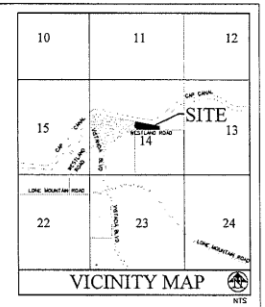

VICINITY MAP
NTS

NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-619, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO.1062, FOR VISTANCIA PARCEL F4 PHASE 3 SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 20____

BY: _____
DISTRICT ENGINEER

LEGEND

—— BOUNDARY LINES

16 LOT NUMBER

BOUNDARY CURVE DATA

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
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CITY OF PEORIA REVIEW #-81100033

N
100' 50' 0 100'
SCALE: 1" = 100'

STREET LIGHT I.D. # 1062	
CITY OF PEORIA ENGINEERING DEPT. 9875 N 85TH AVE PEORIA, AZ 85345 623-773-7210	
DRAWN	ALS
DATE	09-21-10
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SHT	1 OF 1

CVL COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
(602) 264-6831

VISTANCIA PARCEL F4 PHASE 3 - SLID - C.V.L. JOB# 01.0165802

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April 15, 2014

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL F4 - PHASE 3
STREET LIGHT IMPROVEMENT DISTRICT

That part of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the B.L.M. Brass Cap flush marking the Center of said Section 14, from which the G.L.O. Brass Cap marking the East Quarter Corner of said Section 14 bears South 89°46'06" East, a distance of 2,648.03 feet;

Thence South 00°13'02" West, along the North-South mid-section line of said Section 14, a distance of 0.33 feet to the monument line of Westland Road as shown on the "Re-Plat of Map of Dedication Vistancia Boulevard, Lone Mountain Road, Creosote Drive and Westland Road", recorded in Book 850 of Maps, Page 23, Maricopa County Records, said point being on a 1,187.00 foot radius non-tangent curve, whose center bears South 01°05'21" East;

Thence Westerly, along said monument line of Westland Road and said curve, through a central angle of 03°12'47", a distance of 66.57 feet;

Thence North 04°18'08" West, departing said monument line, a distance of 65.00 feet;

Thence North 50°34'26" West, a distance of 21.56 feet;
Thence North 18°36'07" East, a distance of 85.13 feet;

Thence North 78°58'14" West, a distance of 50.73 feet to a point on a 362.98 foot radius non-tangent curve, whose center bears South 89°02'28" East;

Thence Northeasterly, along said curve, through a central angle of 10°04'14", a distance of 63.80 feet;

Thence North 11°01'46" East, a distance of 36.53 feet;
Thence North 56°01'46" East, a distance of 28.28 feet;
Thence North 11°01'46" East, a distance of 50.00 feet;
Thence North 78°58'14" West, a distance of 11.72 feet;

Thence North 11°01'46" East, a distance of 142.85 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal as shown on the Bureau of Reclamation Survey Diagram No. 344-330-3071, dated February 04, 1981, revised May 20, 1986;

Legal Description for
Vistancia - Parcel F4 – Phase 3
Street Light Improvement District
April 15, 2014

Thence South 78°58'14" East, along said Southerly right-of-way line, a distance of 1,398.56 feet to a point on the East line of Government Lot 7, located within said Section 14;

Thence South 00°08'25" West, along said East line, a distance of 209.79 feet to a point on the East-West mid-section line of said Section 14;

Thence North 89°46'06" West, along said East-West mid-section line, a distance of 1,324.05 feet to the Point of Beginning.

Containing 11.050 Acres, more or less.

Expires 6/30/2016

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1062, VISTANCIA PARCEL F4 PHASE 3.

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 1st day of July, 2014, the Mayor and Council of the City of Peoria adopted Resolution No. 2014-99 second resolution in SLID; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1062, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities 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 Streetlight Improvement District No. 1062 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 25C

Date Prepared: March 4, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Street Light Improvement District No. 1084 Tierra Del Rio Parcel 22, Skipping Rock Road and Blue Sky Drive**

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1084, Tierra Del Rio Parcel 22, Skipping Rock Road and Blue Sky Drive, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light 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 Street Light Improvement District.

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 Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1084, Tierra Del Rio Parcel 22, located at Skipping Rock Road and Blue Sky Drive. 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 immediately adopt a Resolution Ordering the

improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2015, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. 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 replat for Tierra Del Rio Parcel 22 was approved by the Council on June 17, 2014.

Options:

A: The Street Light Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Street Light Improvement District; although it should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

B: The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention, and Resolution Ordering the Improvements.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

Narrative:

The acceptance of this Street Light Improvement District will allow the purchase of electricity for lighting the streets and public parks within the proposed district 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

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number: Traci Varland, Associate Engineer x7612

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

[1084]
SLID#
[Tierra Del Rio Parcel 22]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned states 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", which is attached hereto and incorporated herein by reference. The proposed district consists of 33.207 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 purchase of electricity for lighting the streets and public parks within the proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks 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;

   (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 _____ day of _____ 20____.

	Date:	Property (Tax Parcel Numbers)
Taylor Morrison/Arizona, Inc. Print Property Owner Name Phillip Cross Print Name 9000 E Pima Center Parkway, Sk 350 Address Scottsdale AZ 85258 [redacted] Signature	1/14/14	201-17-073
Print Property Owner Name Print Name Address Signature		

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

By_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

RESOLUTION NO. 2014-102

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1084, TIERRA DEL RIO PARCEL 22; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM 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 purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights 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 streetlights and the electricity, 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 purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1084 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 purchase of electricity for streetlights 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 purchase of electricity for streetlights 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 Streetlight Improvement District No. 1084 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1084 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 Streetlight Improvement District No. 1084.

SECTION 3. The costs and expense for the purchase of electricity for streetlights 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 Streetlight Improvement District No. 1084 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 Streetlight 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 Statutes.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT

TIERRA DEL RIO PARCEL 22
STREET LIGHT IMPROVEMENT DISTRICT NO. 1084

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in the North half of Section 32, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County 2" aluminum cap stamped "1/4-S29, 1/4-S32, 2001, RLS #29891" for the North Quarter corner of said Section 32, from which the calculated position of the Northeast corner of said Section 32 per Book 949, Page 13, MCR bears South 87 deg. 52 min. 47 sec. East (Basis of Bearings) - 2624.17 feet;

THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northeast Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1153, Page 30, MCR, same being the Northeast corner of Parcel 19 of said Book 949, Page 13, MCR;

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.83 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE South 02 deg. 11 min. 15 sec. West, a distance of 548.10 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 345.00 feet, a central angle of 77 deg. 45 min. 42 sec., and being subtended by a chord which bears South 37 deg. 07 min. 41 sec. West - 433.12 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 468.23 feet;

THENCE South 01 deg. 45 min. 10 sec. East tangent to said curve, a distance of 167.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 1000.00 feet, a central angle of 25 deg. 31 min. 00 sec., and being subtended by a chord which bears South 11 deg. 00 min. 20 sec. West - 441.68 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 445.35 feet;

THENCE South 23 deg. 45 min. 50 sec. West tangent to said curve, a distance of 235.12 feet to a Point of Curvature of a circular curve to the left, having a radius of 570.00 feet, a central angle of 1 deg. 52 min. 49 sec., and being subtended by a chord which bears South 22 deg. 49 min. 26 sec. West - 18.70 feet;

THENCE in a southwesterly and southerly direction along said curve to the left, a distance of 18.71 feet;

THENCE South 21 deg. 53 min. 02 sec. West tangent to said curve, a distance of 174.61 feet;

THENCE North 66 deg. 17 min. 47 sec. West, a distance of 70.04 feet;

THENCE North 75 deg. 22 min. 30 sec. West, a distance of 206.57 feet;

THENCE North 75 deg. 24 min. 01 sec. West, a distance of 59.98 feet;

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 60.00 feet;

THENCE North 69 deg. 07 min. 11 sec. West, a distance of 60.03 feet;

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 215.00 feet;

THENCE South 22 deg. 36 min. 23 sec. West, a distance of 146.00 feet;

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 94.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 400.00 feet, a central angle of 20 deg. 32 min. 29 sec., and being subtended by a chord which bears North 57 deg. 07 min. 23 sec. West - 142.64 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 143.41 feet;

THENCE North 46 deg. 51 min. 09 sec. West tangent to said curve, a distance of 83.49 feet;

THENCE North 36 deg. 38 min. 21 sec. East, a distance of 92.07 feet;

THENCE North 39 deg. 23 min. 35 sec. East, a distance of 240.80 feet;

THENCE North 34 deg. 21 min. 10 sec. East, a distance of 157.98 feet;

THENCE North 12 deg. 56 min. 58 sec. East, a distance of 136.28 feet;

THENCE North 08 deg. 43 min. 46 sec. East, a distance of 283.21 feet;

THENCE North 13 deg. 33 min. 37 sec. East, a distance of 258.58 feet;

THENCE North 43 deg. 06 min. 35 sec. East, a distance of 93.56 feet;

THENCE North 44 deg. 41 min. 53 sec. East, a distance of 115.45 feet;

THENCE North 49 deg. 12 min. 17 sec. East, a distance of 80.12 feet;

THENCE North 56 deg. 07 min. 27 sec. East, a distance of 99.49 feet;

THENCE North 67 deg. 26 min. 25 sec. East, a distance of 110.55 feet;

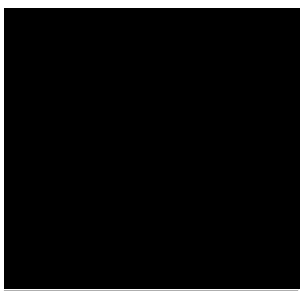
THENCE North 74 deg. 04 min. 21 sec. East, a distance of 199.65 feet;

THENCE North 73 deg. 56 min. 51 sec. East, a distance of 161.51 feet;

THENCE North 63 deg. 26 min. 53 sec. East, a distance of 128.92 feet;

THENCE North 42 deg. 51 min. 43 sec. East, a distance of 124.45 feet;

THENCE North 77 deg. 10 min. 03 sec. East, a distance of 118.87 feet to the POINT OF BEGINNING, containing 1,446,489 square feet or 33.207 acres of land, more or less.



EXPIRES 3/31/2016

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT NO. 1084

CITY OF PEORIA

TIERRA DEL RIO PARCEL 22

A PORTION OF THE NORTH HALF OF SECTION 32,
TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SLID 1084 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in the North half of Section 32, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County 2" aluminum cap stamped "1/4-529, 1/4-532, 2001, RLS #29691" for the North Quarter corner of said Section 32, from which the calculated position of the Northwest corner of said Section 32 per Book 949, Page 13, MCR bears South 87 deg. 52 min. 47 sec. East (basis of bearings) - 2624.17 feet,

THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northwest Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1153, Page 30, MCR, same being the Northwest corner of Parcel 19 of said Book 949, Page 13, MCR,

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.03 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING,

THENCE South 02 deg. 11 min. 15 sec. West, a distance of 548.10 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 345.00 feet, a central angle of 77 deg. 45 min. 42 sec., and being subtended by a chord which bears South 37 deg. 07 min. 41 sec. West - 433.12 feet,

THENCE in a southwesterly direction along said curve to the left, a distance of 468.23 feet,

THENCE South 01 deg. 45 min. 10 sec. East tangent to said curve, a distance of 157.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 1000.00 feet, a central angle of 25 deg. 31 min. 00 sec., and being subtended by a chord which bears South 11 deg. 00 min. 20 sec. West - 441.68 feet,

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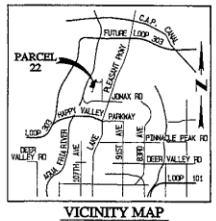


VICINITY MAP
N.T.S.

BASIS OF BEARINGS

SOUTH 87°52'47" EAST ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 32, T5N, R1E, GSRB&M AS MEASURED BETWEEN THE MONUMENTS SHOWN HEREON AND ALSO SHOWN ON THE FINAL PLAT FOR TIERRA DEL RIO BK. 949, PG. 13, MCR.

NOTE

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-619, AS AMENDED.

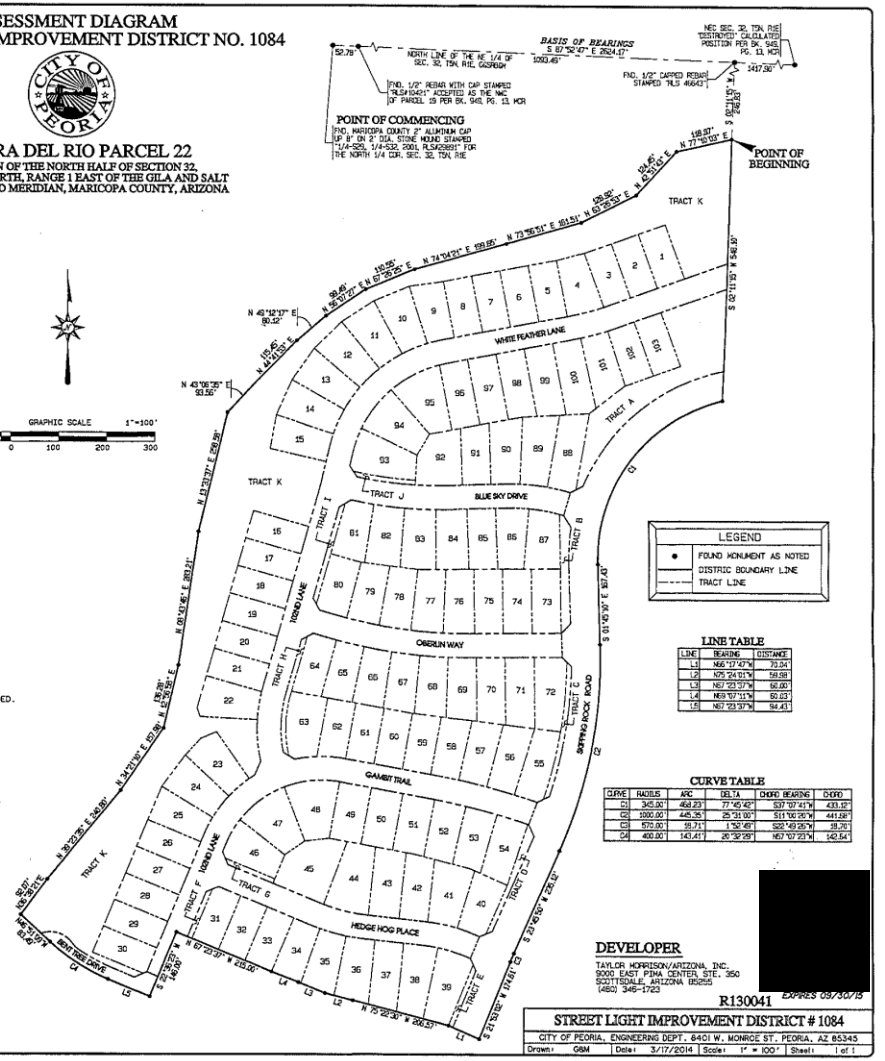
CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA, HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NO. 1084 FOR TIERRA DEL RIO PARCEL 22, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS_____DAY OF_____, 2014

BY:_____
DISTRICT ENGINEER

GRAPHIC SCALE 1"=100'
0 100 200 300



LINE TABLE

LINE	BEARING	DISTANCE
L1	N66°17'47"W	70.04'
L2	N75°24'01"W	59.98'
L3	N67°23'37"W	60.00'
L4	N69°07'11"W	60.03'
L5	N67°23'37"W	94.43'

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	345.00'	468.23'	77°45'42"	S37°07'41"W	433.12'
C2	1000.00'	445.35'	25°31'00"	S11°00'35"W	441.68'
C3	570.00'	18.71'	1°52'49"	S22°49'26"W	18.70'
C4	400.00'	143.41'	20°32'29"	N57°07'23"W	142.64'

DEVELOPER

TAYLOR MORRISON/ARIZONA, INC.
9000 EAST PIMA CENTER, STE. 350
SCOTTSDALE, ARIZONA 85255
(480) 346-1723

[redacted]

EXPIRES 09/30/15

R130041

STREET LIGHT IMPROVEMENT DISTRICT # 1084

CITY OF PEORIA, ENGINEERING DEPT. 8401 W. MONROE ST. PEORIA, AZ 85345

Drawn:	GBM	Date:	3/17/2014	Scale:	1" = 100'	Sheet:	1 of 1

W:\105044 - TDR_TMP-CORD\PARCEL 22\TDR PARCEL 22 MID_SLID pre Mon Mar 17 15:42:42 2014

RESOLUTION NO. 2014-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1084, TIERRA DEL RIO PARCEL 22 PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 1st day of July, 2014, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2014-102, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1084; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2014-103 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2014-103, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1) inch in height. Said notices stated the fact of the passage of said Resolution of

Intention No. 2014-103 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2014-103 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2014-103; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2014-103 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 1st day of July, 2014, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT NO. 1084

CITY OF PEORIA

TIERRA DEL RIO PARCEL 22

A PORTION OF THE NORTH HALF OF SECTION 32,
TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SLID 1084 LEGAL DESCRIPTION

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COMMENCING at a found Maricopa County 2" aluminum cap stamped "1/4-529, 1/4-532, 2001, RLS #29691" for the North Quarter corner of said Section 32, from which the calculated position of the Northeast corner of said Section 32 per Book 949, Page 13, MCR bears South 87 deg. 52 min. 47 sec. East (Basis of Bearings) - 2624.17 feet,

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THENCE in a southwesterly direction along said curve to the left, a distance of 468.23 feet,

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THENCE North 13 deg. 33 min. 37 sec. East, a distance of 258.58 feet,

THENCE North 43 deg. 06 min. 35 sec. East, a distance of 93.56 feet,

THENCE North 44 deg. 41 min. 53 sec. East, a distance of 115.45 feet,

THENCE North 49 deg. 12 min. 17 sec. East, a distance of 80.12 feet,

THENCE North 56 deg. 07 min. 27 sec. East, a distance of 99.49 feet,

THENCE North 67 deg. 26 min. 25 sec. East, a distance of 110.55 feet,

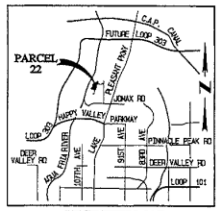
THENCE North 74 deg. 04 min. 21 sec. East, a distance of 199.65 feet,

THENCE North 73 deg. 56 min. 51 sec. East, a distance of 161.51 feet,

THENCE North 63 deg. 26 min. 53 sec. East, a distance of 128.92 feet,

THENCE North 42 deg. 51 min. 43 sec. East, a distance of 124.45 feet,

THENCE North 77 deg. 10 min. 03 sec. East, a distance of 118.87 feet to the POINT OF BEGINNING, containing 1,446,489 square feet or 33.207 acres of land, more or less.



VICINITY MAP
N.T.S.

GRAPHIC SCALE 1"=100'
0 100 200 300

BASIS OF BEARINGS

SOUTH 87°52'47" EAST ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 32, T5N, R1E, G&SRB&M AS MEASURED BETWEEN THE MONUMENTS SHOWN HEREON AND ALSO SHOWN ON THE FINAL PLAT FOR TIERRA DEL RIO BK. 949, PG. 13, MCR.

NOTE

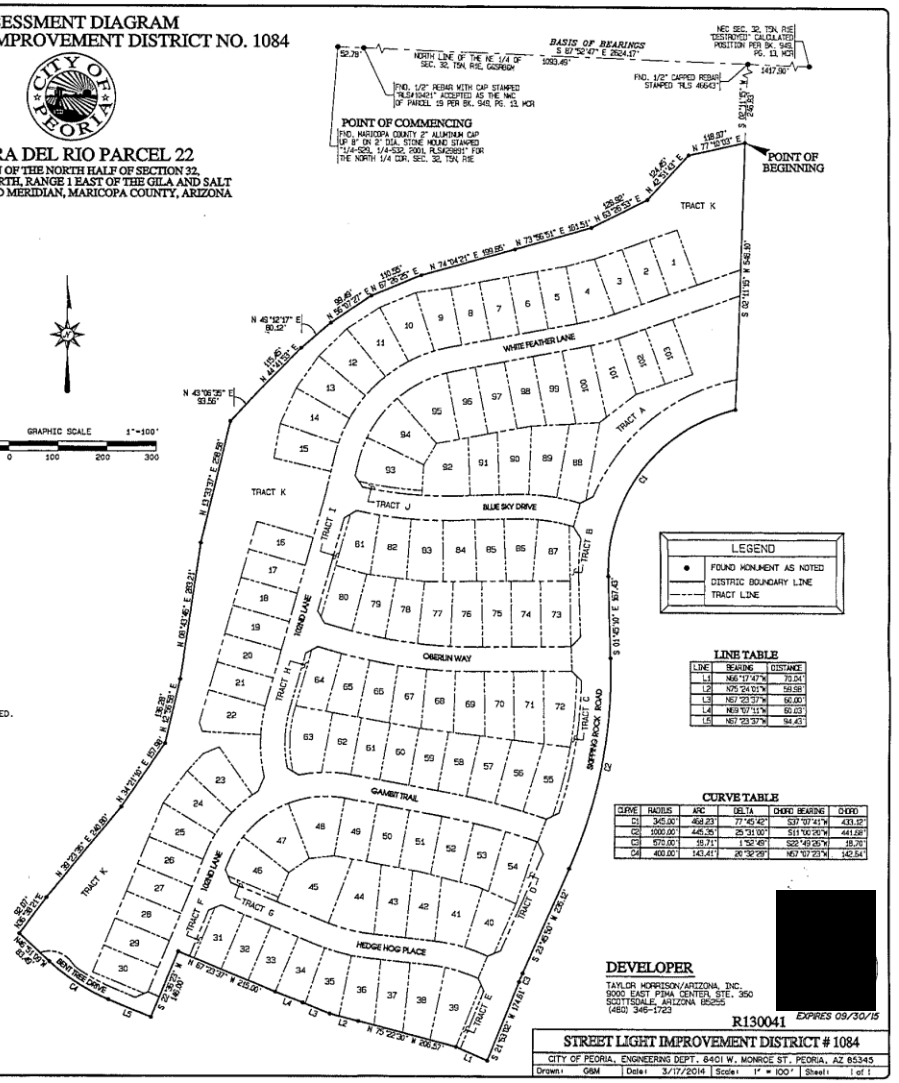
THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PURCHASING ELECTRICAL POWER AND ENERGY, AND FOR THE USE OF LIGHTING FACILITIES. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA STATE STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 48-571 TO 48-619, AS AMENDED.

CERTIFICATION

I, ANDREW GRANGER, ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA, HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA STREET LIGHT IMPROVEMENT DISTRICT NO. 1084 FOR TIERRA DEL RIO PARCEL 22, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS_____DAY OF_____2014

BY:_____
DISTRICT ENGINEER



LEGEND
- FOUND MONUMENT AS NOTED
- DISTRICT BOUNDARY LINE
- TRACT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N66°17'47"W	70.04'
L2	N75°24'01"W	59.98
L3	N67°23'37"W	60.00'
L4	N69°07'11"W	60.03'
L5	N67°23'37"W	94.43'

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	345.00'	468.23'	77°45'42"	S37°07'41"W	433.12'
C2	1000.00'	445.35'	25°31'00"	S11°00'20"W	441.68'
C3	570.00'	18.71'	1°52'49"	S22°49'25"W	18.70
C4	400.00'	143.41'	20°32'29"	N57°07'23"W	142.64

[redacted]

DEVELOPER

TAYLOR MORRISON/ARIZONA, INC.
9000 EAST PIMA CENTER, STE. 350
SCOTTSDALE, ARIZONA 85255
(480) 346-1723

R130041 EXPIRES 09/30/15

STREET LIGHT IMPROVEMENT DISTRICT # 1084

CITY OF PEORIA, ENGINEERING DEPT. 8401 W. MONROE ST. PEORIA, AZ 85345

Drawn: GBM	Date: 3/17/2014	Scale: 1" = 100'	Sheet: 1 of 1

W:\90904A - TDR_TIFA\CADD\PARCEL 22\TDR PARCEL 22 MD_SLID.dwg Mon Mar 17 15:42:42 2014

EXHIBIT

TIERRA DEL RIO PARCEL 22
STREET LIGHT IMPROVEMENT DISTRICT NO. 1084

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in the North half of Section 32, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County 2" aluminum cap stamped "1/4-S29, 1/4-S32, 2001, RLS #29891" for the North Quarter corner of said Section 32, from which the calculated position of the Northeast corner of said Section 32 per Book 949, Page 13, MCR bears South 87 deg. 52 min. 47 sec. East (Basis of Bearings) - 2624.17 feet;

THENCE South 87 deg. 52 min. 47 sec. East along the North line of the Northeast Quarter of said Section 32, a distance of 1206.27 feet to a found 1/2" capped rebar stamped "RLS 46643" for the Northwest corner of Tierra Del Rio, Parcel 23 recorded in Book 1153, Page 30, MCR, same being the Northeast corner of Parcel 19 of said Book 949, Page 13, MCR;

THENCE South 02 deg. 11 min. 15 sec. West along the West line of said Parcel 23 and the East line of said Parcel 19 a distance of 246.83 feet to the most northerly Southeast corner of said Parcel 19 and the most northerly corner of Parcel 22 of said Book 949, Page 13, MCR, said point being the TRUE POINT OF BEGINNING;

THENCE South 02 deg. 11 min. 15 sec. West, a distance of 548.10 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 345.00 feet, a central angle of 77 deg. 45 min. 42 sec., and being subtended by a chord which bears South 37 deg. 07 min. 41 sec. West - 433.12 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 468.23 feet;

THENCE South 01 deg. 45 min. 10 sec. East tangent to said curve, a distance of 167.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 1000.00 feet, a central angle of 25 deg. 31 min. 00 sec., and being subtended by a chord which bears South 11 deg. 00 min. 20 sec. West - 441.68 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 445.35 feet;

THENCE South 23 deg. 45 min. 50 sec. West tangent to said curve, a distance of 235.12 feet to a Point of Curvature of a circular curve to the left, having a radius of 570.00 feet, a central angle of 1 deg. 52 min. 49 sec., and being subtended by a chord which bears South 22 deg. 49 min. 26 sec. West - 18.70 feet;

THENCE in a southwesterly and southerly direction along said curve to the left, a distance of 18.71 feet;

THENCE South 21 deg. 53 min. 02 sec. West tangent to said curve, a distance of 174.61 feet;

THENCE North 66 deg. 17 min. 47 sec. West, a distance of 70.04 feet;

THENCE North 75 deg. 22 min. 30 sec. West, a distance of 206.57 feet;

THENCE North 75 deg. 24 min. 01 sec. West, a distance of 59.98 feet;

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 60.00 feet;

THENCE North 69 deg. 07 min. 11 sec. West, a distance of 60.03 feet;

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 215.00 feet;

THENCE South 22 deg. 36 min. 23 sec. West, a distance of 146.00 feet;

THENCE North 67 deg. 23 min. 37 sec. West, a distance of 94.43 feet to a Point of Curvature of a circular curve to the right, having a radius of 400.00 feet, a central angle of 20 deg. 32 min. 29 sec., and being subtended by a chord which bears North 57 deg. 07 min. 23 sec. West - 142.64 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 143.41 feet;

THENCE North 46 deg. 51 min. 09 sec. West tangent to said curve, a distance of 83.49 feet;

THENCE North 36 deg. 38 min. 21 sec. East, a distance of 92.07 feet;

THENCE North 39 deg. 23 min. 35 sec. East, a distance of 240.80 feet;

THENCE North 34 deg. 21 min. 10 sec. East, a distance of 157.98 feet;

THENCE North 12 deg. 56 min. 58 sec. East, a distance of 136.28 feet;

THENCE North 08 deg. 43 min. 46 sec. East, a distance of 283.21 feet;

THENCE North 13 deg. 33 min. 37 sec. East, a distance of 258.58 feet;

THENCE North 43 deg. 06 min. 35 sec. East, a distance of 93.56 feet;

THENCE North 44 deg. 41 min. 53 sec. East, a distance of 115.45 feet;

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THENCE North 42 deg. 51 min. 43 sec. East, a distance of 124.45 feet;

THENCE North 77 deg. 10 min. 03 sec. East, a distance of 118.87 feet to the POINT OF BEGINNING, containing 1,446,489 square feet or 33.207 acres of land, more or less.

EXPIRES 3/31/2016

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1084, TIERRA DEL RIO PARCEL 22

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 1st day of July, 2014, the Mayor and Council of the City of Peoria adopted Resolution No. 2014- 103; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1084, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities 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 Streetlight Improvement District No. 1084 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2014.

_____
Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26C

Date Prepared: June 3, 2014 **Council Meeting Date:** July 1, 2014

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. 2014-114

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.

ADOT Bell Road Right Turn Lane Arizona Department of Transportation RESOLUTION OF ABANDONMENT Maricopa County Recording No. 20140170488	South side of Bell Roadf East of Loop 101
Replat of Tierra Del Rio Taylor Morrison/Arizona, Inc. SPECIAL WARRANTY DEED Maricopa County Recording No. 20140141265	North of Jomax Road West of 99th Avenue

The Meadows Parcel 11, Tract W K. Hovnanian Great Western Homes, LLC SPECIAL WARRANTY DEED Maricopa County Recording No. 20140284853	North of Deer Valley Road West of 97th Avenue
Bank Stabilization and Pedestrian Trail US Dept of Interior Bureau of Land Management RIGHT OF WAY GRANT – AZA-35833 Maricopa County Recording No. 20140317791	East of 79th Avenue alignment Between Beardsley & Deer Valley Roads

SECTION 2. Public Easement and Land Rights

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

SECTION 3. Recording Authorized

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 1st day of July 2014.

_____
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: 27C

Date Prepared: May 20, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Final Plat, Wal-Mart Neighborhood Market at 75th Avenue and Thunderbird Road, 75th Avenue and Thunderbird Road (Project No. R140002)**

Purpose:

This is a request for City Council to approve a Final Plat for a Wal-Mart Neighborhood Market, located at 75th Avenue and Thunderbird Road, 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 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 proposed Final Plat pertains to a planned commercial center anchored by a Wal-Mart Neighborhood Grocery store at the southeast corner of 75th Avenue and Thunderbird Road.

Recently, construction activity commenced on a 41,839 square foot Wal-Mart *Neighborhood Market* at this corner. This brand is *not* the more familiar supercenter but rather a small to mid-sized grocery store in its portfolio. For reference, this brand is also located at 67th and Happy Valley and at 35th Avenue and Bell Road. This development is within the City's water/sewer service area. This final plat creates a total of 3 new lots. All necessary rights-of-way and easements are being dedicated with this final plat.

It should be noted that in an effort to assist the Developer(s) with their schedule(s), the City's policy is to allow for permit issuance prior to final plat recordation. They must first obtain approval of all civil improvement plans, and the final plat must be staff approved and scheduled for the next available Council meeting; thus allowing for the current construction activity on this project.

Previous Actions:

This corner has been zoned Intermediate Commercial (C-2) since 1994. This zoning district permits various commercial uses including grocery stores outright. On December 3, 2013, the City approved a site plan for the neighborhood market. While this is an administrative process, it did require notification of both site plan receipt and decision. While we did receive inquiries, there were no letters or correspondence received in opposition. Moreover, the decision was not appealed to the Planning & Zoning Commission. Upon site plan approval, the Developer moved forward to secure construction permits. The Final Plat under consideration pertains to the identification and division of the commercial site into legal lots of record.

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

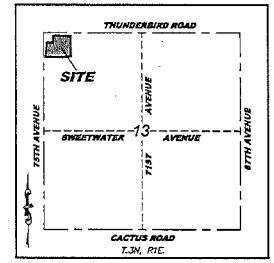
Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT
OF
"WAL-MART AT 75TH AVENUE AND THUNDERBIRD ROAD"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

DEDICATION

WAL-MART STORES, INC., A DELAWARE CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS "WAL-MART AT 75TH AVENUE AND THUNDERBIRD ROAD" OVER A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "WAL-MART AT 75TH AVENUE AND THUNDERBIRD ROAD" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

WAL-MART STORES, INC., A DELAWARE CORPORATION, AS OWNER, HEREBY DEDICATE TO THE CITY THE THUNDERBIRD ROAD AND 75TH AVENUE RIGHTS OF WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE THUNDERBIRD ROAD AND 75TH AVENUE RIGHTS OF WAY SHALL BE MAINTAINED BY THE FRONTING PROPERTY OWNER. WAL-MART STORES, INC., A DELAWARE CORPORATION, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

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

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

WAL-MART STORES, INC., A DELAWARE CORPORATION DOES HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/OR SEWER LINE OVER, UNDER, AND ACROSS THE LOTS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER/SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4. AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED LOTS OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY IT; AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

NOTES:
1. THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID WATER LINES.

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

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

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

IN WITNESS WHEREOF:

WAL-MART STORES, INC., A DELAWARE CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY ITS DULY ELECTED OFFICER, ON THIS 14 DAY OF MAY, 2014.

WAL-MART STORES, INC. A DELAWARE CORPORATION

BY: [redacted] ITS: Design Director

ACKNOWLEDGEMENT

STATE OF Arkansas
COUNTY OF Benton } SS

Grace J. Wine
NOTARY PUBLIC
Benton County, Arkansas
My Commission Expires 9/24/2016
Commission Number 12362808

ON THIS 14th DAY OF May, 2014, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED Frank Pampalone, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE Asst Director OF WAL-MART STORES, INC., A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED IN WITNESS THEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: [redacted] 5/14/14 9/24/16
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 13, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 13 BEARS NORTH 88 DEGREES 19 MINUTES 16 SECONDS EAST A DISTANCE OF 2637.91 FEET;

THENCE NORTH 88 DEGREES 19 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 285.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 88 DEGREES 19 MINUTES 16 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, A DISTANCE OF 407.22 FEET;

THENCE SOUTH 01 DEGREES 48 MINUTES 37 SECONDS EAST, DEPARTING SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, A DISTANCE OF 644.19 FEET;

THENCE SOUTH 88 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 58.54 FEET;

THENCE SOUTH 81 DEGREES 46 MINUTES 14 SECONDS WEST, A DISTANCE OF 148.08 FEET;

THENCE SOUTH 88 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 547.60 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 13;

THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13, A DISTANCE OF 397.73 FEET;

THENCE NORTH 88 DEGREES 19 MINUTES 16 SECONDS EAST, DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13, A DISTANCE OF 265.03 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 265.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

AREA

PROPERTY CONTAINS 418,018 SQUARE FEET OR 9.619 ACRES GROSS
AND 352,929 SQUARE FEET OR 8.102 ACRES NET.

NOTES

1. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.

2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.

3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

4. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½"REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

5. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.

6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.

7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

8. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

9. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. THUNDERBIRD ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

10. NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

SHEET INDEX

SHEET 1 – COVER SHEET
SHEET 2 – PLAT MAP

OWNER

WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, ARKANSAS 72716055

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
7740 NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PHONE: 602-944-5500
FAX: 602-944-7423
CONTACT: HEATHER ROBERTS

SURVEYOR

SURVEY INNOVATION GROUP, INC.
7301 EAST EVANS ROAD
SCOTTSDALE, ARIZONA
PHONE: 480-922-0780
FAX: 480-922-0781
CONTACT: RYAN HALL

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13 AS SHOWN IN BOOK 407, PAGE 36 MARICOPA COUNTY RECORDS. SAID LINE BEARS SOUTH 88 DEGREES 19 MINUTES 16 SECONDS WEST.

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1705L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".

LAND SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
JASON A. SEGNERI, RLS#35833

APPROVALS

APPROVED BY THE CITY COUNCIL OF PEORIA, ARIZONA, THIS _____ DAY OF _____, 2014.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
CITY CLERK

APPROVED BY: _____ DATE: _____
CITY ENGINEER

R140002

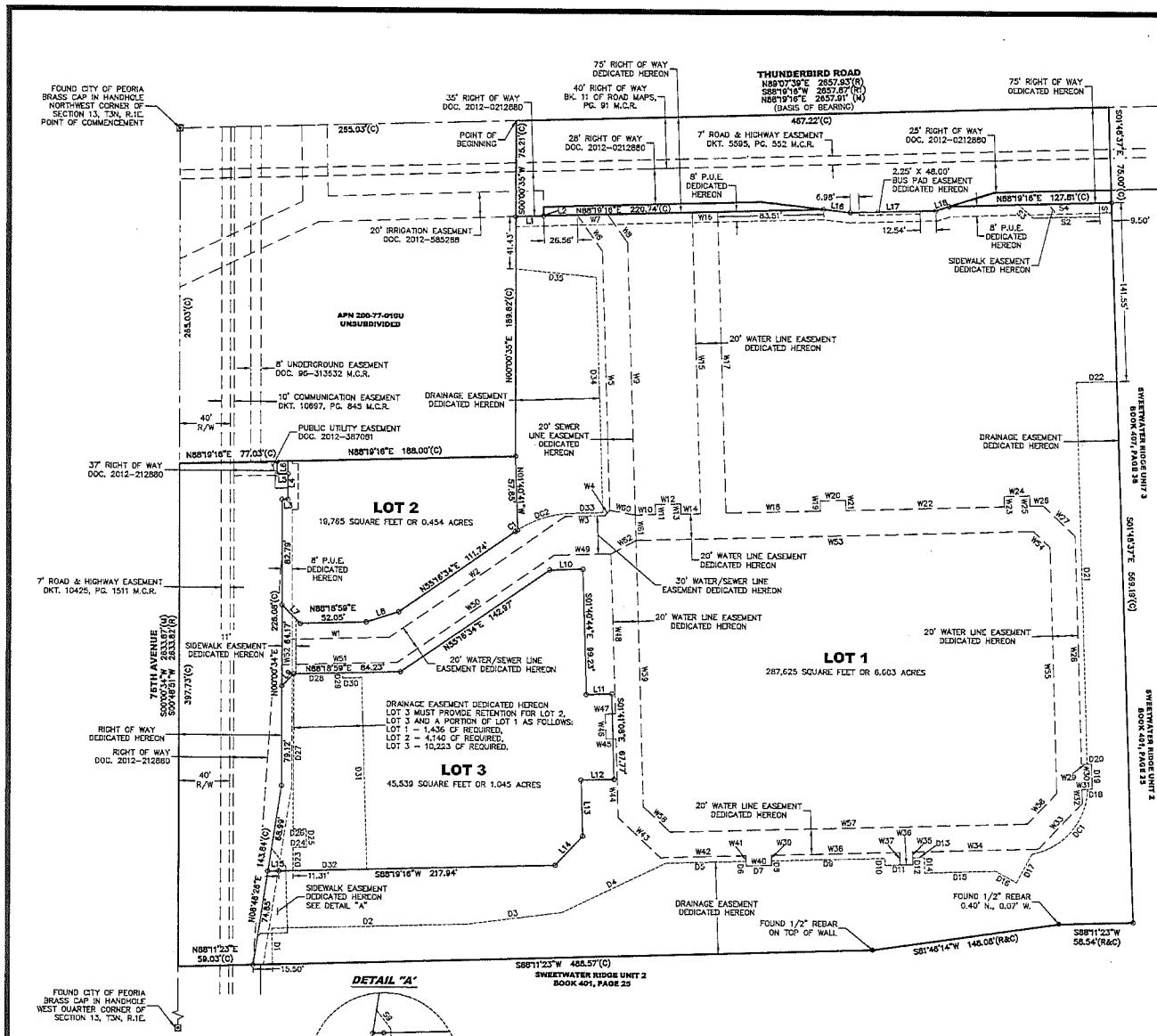
7301 EAST EVANS ROAD
SCOTTSDALE, AZ 85260
PHONE (480) 922-0780
FAX (480) 922-0781
WWW.SIGSURVEYAZ.COM

SIG
SURVEY INNOVATION GROUP, INC
Land Surveying Services

FINAL PLAT
WAL-MART AT 75TH AVENUE & THUNDERBIRD ROAD
PEORIA, ARIZONA

REVISIONS:
1
2
3
4

DRAWING NAME: 2013-105 PLAT
JOB NO. 2013-105
DRAWN: RMH
CHECKED: JAS
DATE: 05/05/14
SCALE: N.T.S.
SHEET: 1 OF 2



LEGEND

- ○ SET 1/2" REBAR WITH CAP RLS 35833
- ⊡ FOUND BRASS CAP IN HANDHOLE
- ● FOUND 1/2" REBAR, AFFIXED CAP RLS#3

M.C.R. MARICOPA COUNTY RECORDS
APN ASSESSOR PARCEL NUMBER
BK./PG. BOOK/PAGE NUMBER
DKT. DOCKET NUMBER
DOC DOCUMENT NUMBER
P.U.E. PUBLIC UTILITY EASEMENT
(M) MEASURED DATA PER THIS SURVEY
(C) CALCULATED DATA PER THIS SURVEY
(R) RECORD DATA PER LEGAL DESCRIPTION
(R1) RECORD DATA PER BK. 407, PG. 36

BOUNDARY LINE
PROPERTY LINE
SECTION LINE
EASEMENT LINE

SCALE: 1"=40'
0' 20' 40' 80' 120'

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD
C1	180°00'00"	0.50	1.57	N56°01'20"E 1.00

DRAINAGE EASEMENT CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD
DC1	77°44'31"	54.00	73.27	N40°05'37"E 67.78
DC2	31°32'53"	82.50	45.43	S72°32'49"W 44.85

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°19'16"E	21.89
L2	N00°48'23"W	0.17
L3	N88°19'19"E	4.58
L4	N00°00'34"E	20.01
L5	S88°19'22"W	8.58
L6	N00°00'34"E	10.00
L7	S44°42'01"E	20.34
L8	N71°47'47"E	27.01
L9	N44°09'46"E	13.31
L10	N88°19'16"E	26.30
L11	N88°19'16"E	20.00
L12	S88°19'16"W	25.85
L13	S01°40'44"E	44.66
L14	S43°19'16"W	31.82
L15	S88°19'19"W	8.52
L16	S83°32'56"E	21.24
L17	N88°19'16"E	67.52
L18	N72°31'55"E	11.04

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
D1	N01°48'37"W	28.57
D2	N88°19'11"E	152.35
D3	N82°35'38"E	77.36
D4	N64°13'47"E	90.80
D5	N88°19'18"E	63.16
D6	S01°40'44"E	3.50
D7	N88°19'10"E	20.00
D8	N01°40'44"W	3.50
D9	N88°19'16"E	89.31
D10	S01°40'44"E	5.50
D11	N88°19'16"E	22.00
D12	N01°40'44"W	5.50
D13	N88°19'16"E	9.11
D14	S01°40'44"E	12.16
D15	N88°21'23"E	55.82
D16	S61°40'44"E	18.77
D17	N28°19'16"E	25.75
D18	N88°19'16"E	3.64
D19	N01°40'44"W	20.00
D20	S88°19'16"W	3.57
D21	N01°40'44"W	301.08
D22	N88°11'23"E	31.82
D23	N00°00'34"E	18.42
D24	N88°18'18"E	10.50
D25	N01°41'42"W	14.56
D26	S88°18'18"W	10.07
D27	N00°00'34"E	123.27
D28	N88°19'05"E	38.53
D29	S01°41'01"E	4.00
D30	N88°18'42"E	15.00
D31	S01°40'44"E	152.20
D32	S88°19'16"W	58.13
D33	N88°19'16"E	24.54
D34	N01°40'44"W	186.01
D35	N84°29'46"W	63.63

SIDEWALK EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
S1	S01°40'44"E	10.69
S2	S88°19'16"W	52.47
S3	N48°28'16"W	15.62
S4	N88°19'16"E	63.86
S5	N08°46'37"E	22.68
S6	N46°24'00"E	3.43
S7	N88°19'11"E	21.12
S8	N01°40'44"W	52.33
S9	N37°53'15"W	18.32
S10	S08°48'47"W	70.58

WATER/SEWER EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
W1	N88°18'59"E	84.53
W2	N55°16'34"E	168.64
W3	N88°19'16"E	31.29
W4	N43°19'16"E	5.86
W5	N01°40'44"W	204.83
W6	N35°01'46"W	34.84
W7	N88°19'16"E	23.94
W8	S35°01'46"E	27.67
W9	S01°40'44"E	214.96
W10	N88°19'16"E	16.00
W11	N01°40'44"W	8.00
W12	N88°19'16"E	20.00
W13	S01°40'44"E	8.00
W14	N88°19'16"E	13.51
W15	N01°40'44"W	238.07
W16	N88°19'16"E	20.00
W17	S01°40'44"E	238.07
W18	N88°19'16"E	74.49
W19	N01°40'44"W	8.00
W20	N88°19'16"E	20.00
W21	S01°40'44"E	8.00
W22	N88°19'16"E	125.00
W23	N01°40'44"W	8.00
W24	N88°19'16"E	20.00
W25	S01°40'44"E	8.00
W26	N88°19'16"E	10.48
W27	S46°40'44"E	34.67
W28	S01°40'44"E	180.12
W29	N88°19'16"E	8.07
W30	S01°40'44"E	20.00
W31	S88°19'16"W	8.07
W32	S01°40'44"E	11.17
W33	S43°19'16"W	50.34
W34	S88°19'16"W	99.15
W35	S01°40'44"E	10.00
W36	S88°19'16"W	10.00
W37	N01°40'44"W	10.00
W38	S88°19'16"W	101.31
W39	S01°40'44"E	8.00
W40	S88°19'16"W	20.00
W41	N01°40'44"W	8.00
W42	S88°19'16"W	67.53
W43	N46°40'44"W	45.76
W44	N01°40'44"W	62.58
W45	S88°21'33"W	8.00
W46	N01°40'44"W	19.99
W47	N88°19'16"E	8.00
W48	N01°40'44"W	126.47
W49	S89°19'16"W	44.88
W50	S35°16'34"W	150.30
W51	S48°19'00"W	91.06
W52	N00°00'34"E	20.01
W53	N88°19'16"E	313.19
W54	S46°40'44"E	18.10
W55	S01°40'44"E	194.72
W56	S43°19'16"W	33.77
W57	S88°19'16"W	281.47
W58	N46°40'44"W	29.19
W59	N01°40'44"W	210.76
W60	S70°59'41"E	20.42
W61	S01°42'34"E	20.00
W62	S81°45'22"W	22.36

R140002

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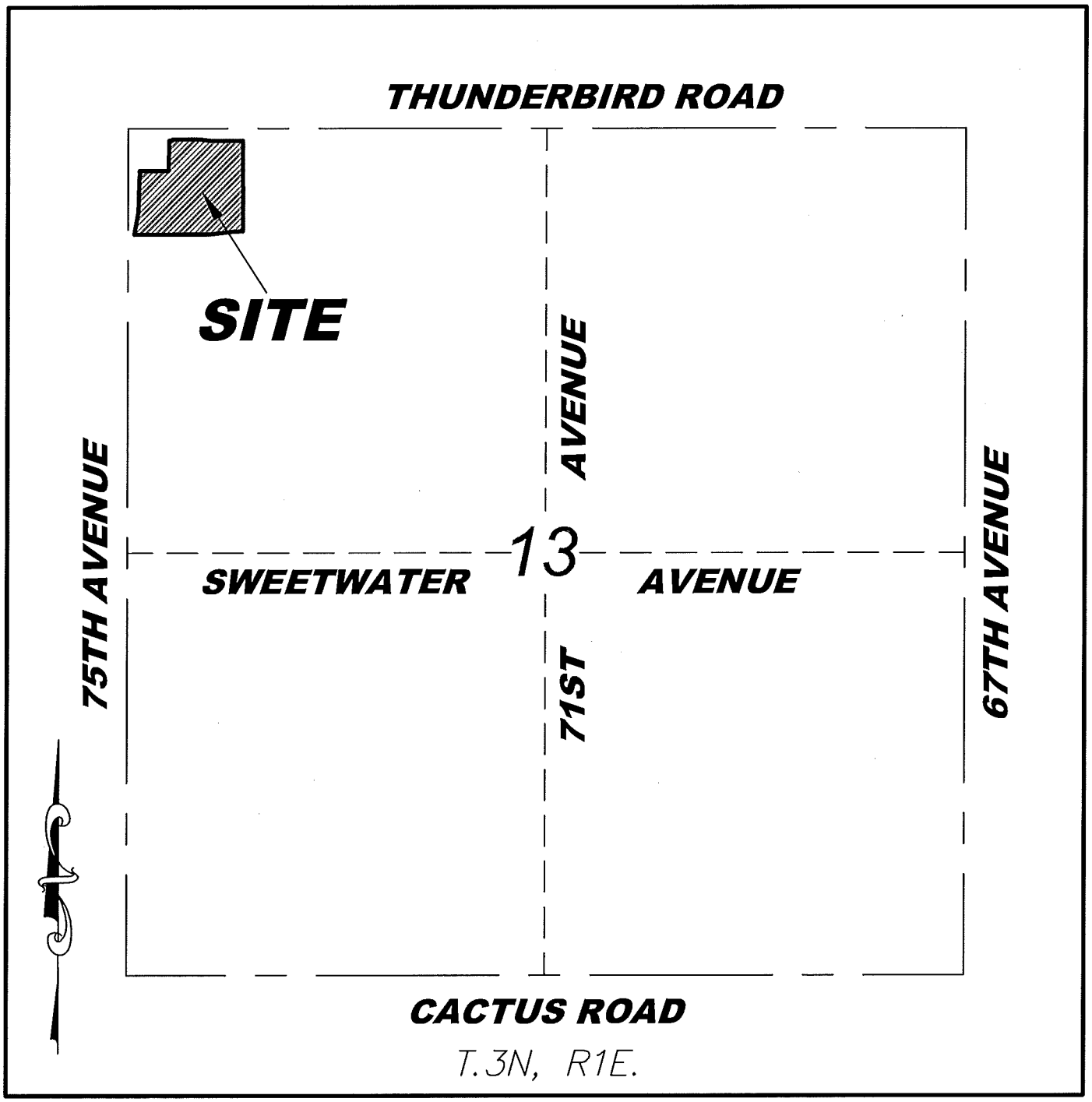
FINAL PLAT
WAL-MART AT 75TH AVENUE & THUNDERBIRD ROAD
PEORIA, ARIZONA

[redacted]

REVISIONS:
1
2
3

DRAWING NAME: 2013-105 PLAT
JOB NO. 2013-105
DRAWN: RMH
CHECKED: JAS
DATE: 05/05/14
SCALE: 1"=40'
SHEET: 2 OF 2



VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 28C

Date Prepared: May 27, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Final Plat, Stonebridge Ranch, Jomax Road west of Lake Pleasant Parkway (Project No. R060138A)**

Purpose:

This is a request for City Council to approve a Final Plat of Stonebridge Ranch, located on Jomax Road west of Lake Pleasant Parkway, 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 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 53 new lots. All internal roadways are private and will be maintained by the HOA.

Previous Actions:

The preliminary plat was reviewed by the City and completed in March 2014 and no changes were made to the proposed Final Plat.

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: 623-773-7577

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }
KNOW ALL MEN BY THESE PRESENTS

THAT COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "STONEBRIDGE RANCH", BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "STONEBRIDGE RANCH" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH STREET, LOT, TRACT AND EASEMENT SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT. COURTLAND COMMUNITIES LLC., AS OWNER, HEREBY DEDICATES TO THE CITY OF PEORIA, FOR USE AS SUCH, JOMAX ROAD AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT.

TRACT "N" ARE HEREBY DEDICATED TO AND OWNED BY THE HOMEOWNERS ASSOCIATION (HOA) FOR THE PURPOSE OF PRIVATE STREETS/ACCESS. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE STREETS/ACCESS. A PUBLIC UTILITIES EASEMENT, PUBLIC WATER EASEMENT, PUBLIC SEWER EASEMENT, INGRESS AND EGRESS FOR REFUSE COLLECTION, EMERGENCY AND SERVICE TYPE ACCESS ARE HEREBY DEDICATED OVER TRACT "N". THE MASTER DEVELOPER, AS OWNER, HEREBY DECLARES THAT EFFECTIVE AS OF THE DATE OF THE RECORDATION OF THIS PLAT, THE PROPERTY WITHIN "STONEBRIDGE RANCH" SHALL BE HELD, SOLD, CONVEYED, ENCUMBERED, HYPOTHECATED, LEASED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING RESTRICTION: THE PRIVATE STREETS DEPICTED ON THIS PLAT SHALL BE PRIVATE AND SHALL NOT BE DEDICATED TO PUBLIC USE UNTIL SUCH TIME AS ALL OWNERS (I.E. 100%) OF THE LOTS WITHIN THIS PLAT VOTE TO APPROVE SUCH STREETS BEING DEDICATED TO PUBLIC USE AND SUCH DEDICATION IS ACCEPTED BY THE CITY. IF THE DEDICATION OF SUCH STREETS TO PUBLIC USE IS APPROVED BY 100% OF SUCH OWNERS AND ACCEPTED BY THE CITY, THE CITY WILL REQUIRE (AS A CONDITION TO ITS ACCEPTANCE OF SUCH DEDICATION), THAT SUCH STREETS SHALL BE UPGRADED TO THE THEN-CURRENT CITY STANDARDS, AT NO EXPENSE TO THE CITY (I.E. SUCH UPGRADING SHALL BE AT THE EXPENSE OF SUCH OWNERS AND/OR A HOMEOWNERS ASSOCIATION THAT INCLUDES SUCH OWNERS. THIS RESTRICTION MAY BE AMENDED ONLY UPON THE WRITTEN CONSENT OF THE CITY AND ALL OWNERS (I.E. 100%) OF THE LOTS WITHIN THIS PLAT.

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE ABUTTING PROPERTY OWNER.

A DRAINAGE EASEMENT IS HEREBY DEDICATED OVER A PORTION OF LOTS 28, 29, 30, 40, & 49 AS SHOWN HEREON. SAID DRAINAGE EASEMENT IS FOR THE BENEFIT OF THE PROPERTY DIRECTLY NORTH OR WEST OF THESE 5 LOTS. SAID LOTS WILL HAVE OPENINGS IN THE BASE OF THEIR PROPERTY LINE WALLS FOR THE PASSAGE OF STORM WATER DRAINAGE. THE OWNERS OF THE LOTS ARE NOT ALLOWED TO OBSTRUCT OR INHIBIT THE FLOW OF THE STORMWATER DRAINAGE FROM SAID PARCEL LYING NORTH OR WEST OF THESE LOTS. THE PRIMARY RESPONSIBILITY FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT ACROSS A PORTION OF LOTS 28, 29, 39, 40, & 49 ARE THE HOMEOWNER OF THEIR INDIVIDUAL LOT. SHOULD THE LOT OWNER FAIL TO MAINTAIN THE DRAINAGE EASEMENT AS GRANTED HEREON THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID DRAINAGE EASEMENT OVER THE INDIVIDUAL LOTS

COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY THE RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE RIGHTS-OF-WAY ABUTTING TRACTS, SHALL BE MAINTAINED BY THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION. COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO THE CITY THE TITLE OF SAID RIGHTS-OF-WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

TRACT "H" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF DRAINAGE, LANDSCAPE, OPEN SPACE, RETENTION & PLAY AMENITIES.

TRACTS "A", "B", "C", "D", "E", "F", "G", "I", "J", "K", "L" AND "M" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF DRAINAGE, LANDSCAPE AND OPEN SPACE.

ALL TRACTS ARE TO BE OWNED AND MAINTAINED BY THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS (A THROUGH M) AND OVER A PORTION OF LOTS 28, 29, 39, 40 AND 49). THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE LOT OWNER OR HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

WATER/ SEWER EASEMENTS:
COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY GRANTS TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/ OR SEWER LINE OVER, UNDER, AND ACROSS TRACTS H AND N SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER AND/ OR SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4 BELOW.

AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED TRACT OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND/OR CONVEY IT; AND THAT IT WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

1. THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID SEWER LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREON.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALTIC CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY ASPHALT, LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF:

COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF THE UNDERSIGNED AGENT DULY AUTHORIZED THIS ______ DAY OF ________________ 2014

COURTLAND COMMUNITES LLC., AN ARIZONA LIMITED LIABILITY COMPANY.

BY: ______________________
ITS: MANAGER
BY: ______________________
ITS: MANAGER
BY: ______________________ ITS AUTHORIZED AGENT

FINAL PLAT OF "STONEBRIDGE RANCH"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SURVEYOR
HILGARTWILSON
2141 E HIGHLAND AVE. SUITE #250
PHOENIX, AZ 85016
PH: (602) 490-0535
FAX: (602) 368-2436
CONTACT: KIRK J. FANOUS

OWNER
COURTLAND COMMUNITIES
16541 NORTH 31ST AVENUE
SUITE 101
PHOENIX, AZ 85053
PHONE: (602) 296-3221
CONTACT: BRIAN KINGS

BASIS OF BEARING
BASIS OF BEARING IS N89°37'43"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST.

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF ______________ 2014, ______________ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELF TO BE THE AUTHORIZED AGENT OF COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT THEY ARE DULY AUTHORIZED, AS AN AGENT FOR COURTLAND COMMUNITIES LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AS SAID AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: ______________________
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION ______________________ DULY ELECTED ______________ OF THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: ______________________ ITS: ______________________

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ______ DAY OF ______________ 2014, ______________ PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELF TO BE THE AUTHORIZED AGENT TO SIGN FOR THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION, AND AS SUCH AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL

BY ______________________
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

LIEN HOLDER'S RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED JANUARY 6, 2014 AND RECORDED ON ______________ AS INSTRUMENT NO. 2014-0002954 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AND DOES HEREBY RATIFY THIS PLAT THIS ______ DAY OF ______________

BENEFICIARY:

MADSTONE CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

NAME: DEBORAH BLISS HAMBERLIN, TRUSTEE OF THE DEBORAH BLISS HAMBERLIN TRUST

TITLE: MANAGING MEMBER

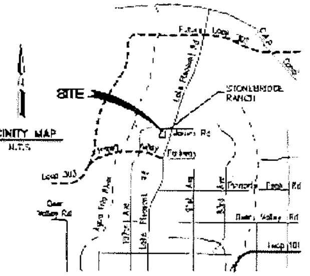
ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ______________ BY DEBORAH BLISS HAMBERLIN, TRUSTEE OF THE DEBORAH BLISS HAMBERLIN TRUST, THE MANAGING MEMBER OF MADSTONE CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

NOTARY PUBLIC ______________________

MY COMMISSION EXPIRES ______________________



NOTES

1. THIS PLAT IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID) #1563.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE PUBLIC UTILITY EASEMENTS EXCEPT UTILITIES, WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING AND ANY PLANTING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE TV TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION.
5. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
6. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE BETWEEN 30 INCHES IN HEIGHT AND 84 INCHES IN HEIGHT ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
9. THIS PLAT IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
10. THIS PLAT IS LOCATED WITHIN THE VICINITY OF A DESIGNATED TRUCK ROUTE (JOMAX ROAD)
11. NO STRUCTURE OF ANY KIND BE CONSTRUED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
12. THE STONEBRIDGE RANCH HOMEOWNERS ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
13. ALL STRUCTURES ARE TO BE FIRE-SPRINKLERED.
14. LOTS 28, 29, AND 40 ARE RESTRICTED TO 1 STORY BUILDING HEIGHT RESTRICTION.
15. BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING RESTRICTIONS.

FLOOD PLAIN DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN ZONE X AS SHOWN ON THE FEMA LETTER OF MAP REVISION TO MAP NUMBER 04013C1601L REVISED TO REFLECT LOMR EFFECTIVE DATE: JANUARY 3, 2013.

SHEET INDEX

FP01	COVER SHEET
FP02	LEGAL DESCRIPTION, DETAILS, INDEX MAP, & LOT/TRACT TABLE
FP03-FP04	FINAL PLAT

ZONING DESIGNATION

PAD (ZONING CASE Z02-33A.1)
PRELIMINARY PLAT CASE (P13-0034)

APPROVALS

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

THIS DAY ______________ OF ______________ 2014

APPROVED BY : ______________ DATE ______________
MAYOR

ATTESTED BY : ______________ DATE ______________
CLERK

APPROVED BY : ______________ DATE ______________
CITY ENGINEER

LAND SURVEYOR CERTIFICATION

I, KIRK J. FANOUS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL 2013; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[redacted]

BY: ______________________
KIRK J. FANOUS
RLS# 19344
HILGARTWILSON
1661 E. CAMELBACK ROAD, SUITE 275
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kfanous@hilgartwilson.com

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

NO. 060138A

COUNTY RECORDER

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 PH. 602-490-0535 / F. 602-368-2436
PHOENIX, AZ 85016 www.hilgartwilson.com

STONEBRIDGE RANCH
JOMAX ROAD & LAKE PLEASANT PARKWAY
PEORIA, ARIZONA

FINAL PLAT

STATUS: MUNICIPAL TRACKING NO.

PROJ. NO.: 1333	
DATE: APRIL 2014	
SCALE: 1"=40'	
DRAWN: DSP/ DSO	
APPROVED: KJF	
DWG NO.	FP01
SHT 1 OF 4	

LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED WITHIN NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER (BRASS CAP FLUSH) OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST FROM WHICH THE NORTH QUARTER (BRASS CAP FLUSH) CORNER OF SAID SECTION 4 BEARS NORTH 89°57'43" WEST, 2653.22 FEET;

THENCE, ALONG THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 4, NORTH 89°57'43" WEST, 330.00 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°57'43" WEST, 761.15 FEET;

THENCE, LEAVING SAID PARALLEL LINE, SOUTH 00°02'45" WEST, 636.01 FEET;

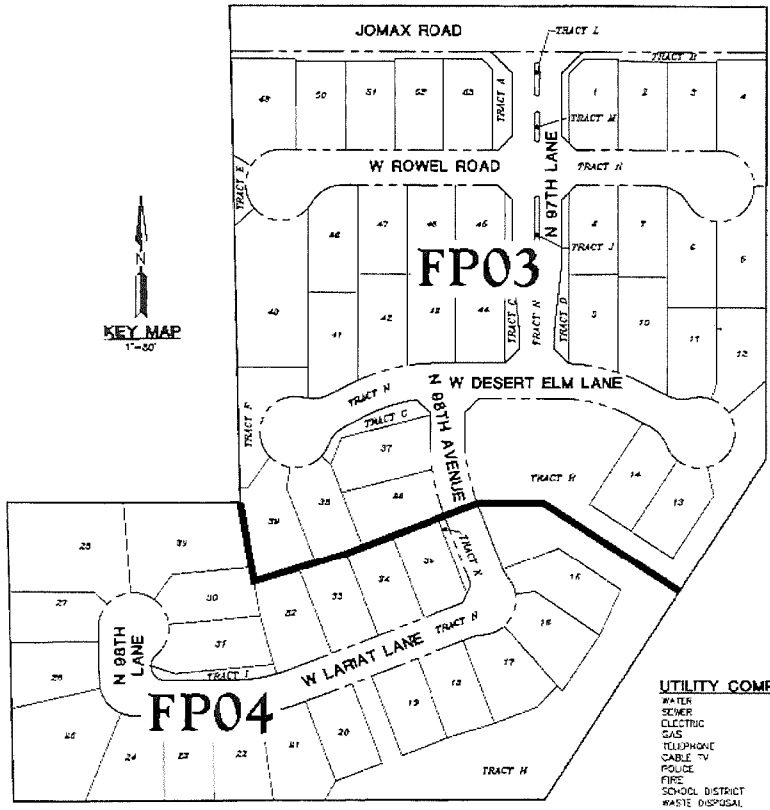
THENCE, SOUTH 32°57'29" WEST, 576.22 FEET;

THENCE, SOUTH 89°44'43" WEST, 752.96 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 4;

THENCE, ALONG SAID WEST LINE, NORTH 01°14'04" WEST, 123.83 FEET;

THENCE, LEAVING SAID WEST LINE, SOUTH 89°57'15" EAST, 330.00 FEET;

THENCE, NORTH 01°14'04" WEST, 750.04 FEET TO THE POINT OF BEGINNING.



KEY MAP
1"=80'

STONEBRIDGE RANCH SUMMARY TABLE

ZONING	PAD
OVERALL GROSS AREA (ACRES)	22.83
OVERALL NET (*) AREA (ACRES)	21.70
TOTAL NUMBER OF LOTS (PAD), SINGLE FAMILY	53
TOTAL OPEN SPACE (ACRES)	3.37
TOTAL PERCENTAGE OF OPEN SPACE (% OF NET)	17.21%
USABLE OPEN SPACE (ACRES)	1.86
TOTAL PERCENTAGE OF USABLE OPEN SPACE (% OF NET)	8.48%
NATURAL OPEN SPACE (ACRES)	0.93
TOTAL PERCENTAGE OF NATURAL OPEN SPACE (% OF NET)	4.75%
AVERAGE LOT SIZE (SF)	10,200.00
MAXIMUM LOT SIZE (SF)	21,962.81
DENSITY (DU/AC)	2.7
TAX ASSESSORS PARCEL NUMBERS	201-08-141A & 201-30-126

* NET EXCLUDES JOMAX ROAD RIGHT-OF-WAY

LOT TABLE

LOT #	AREA (SQ.FT)
LOT : 1	8683
LOT : 2	8750
LOT : 3	8750
LOT : 4	10300
LOT : 5	9849
LOT : 6	9930
LOT : 7	9886
LOT : 8	8755
LOT : 9	9082
LOT : 10	10464
LOT : 11	8856
LOT : 12	9136
LOT : 13	8603
LOT : 14	9258
LOT : 15	13013
LOT : 16	9671
LOT : 17	10095
LOT : 18	8575
LOT : 19	8400
LOT : 20	8400
LOT : 21	10430
LOT : 22	9124
LOT : 23	8400
LOT : 24	10631
LOT : 25	18265
LOT : 26	9938
LOT : 27	9118

LOT TABLE

LOT #	AREA (SQ.FT)
LOT : 28	21963
LOT : 29	18382
LOT : 30	9174
LOT : 31	10402
LOT : 32	10097
LOT : 33	8922
LOT : 34	8750
LOT : 35	8703
LOT : 36	9660
LOT : 37	10361
LOT : 38	9423
LOT : 39	11339
LOT : 40	21632
LOT : 41	9801
LOT : 42	9623
LOT : 43	8502
LOT : 44	8751
LOT : 45	8703
LOT : 46	8750
LOT : 47	8750
LOT : 48	10111
LOT : 49	12534
LOT : 50	8750
LOT : 51	8750
LOT : 52	8960
LOT : 53	8848

UTILITY COMPANIES:

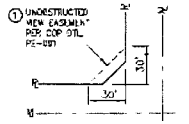
WATER	CITY OF PEORIA
SEWER	CITY OF PEORIA
ELECTRIC	ARIZONA PUBLIC SERVICE
GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
CABLE TV	COX COMMUNICATIONS
POLICE	CITY OF PEORIA
FIRE	RURAL METRO
SCHOOL DISTRICT	PEORIA UNITED SCHOOL DISTRICT
WASTE DISPOSAL	CITY OF PEORIA

TRACT AREA =	312,508.15 S.F.
LOT AREA =	540,801.74 S.F.
RIGHT-OF-WAY =	69,437.53 S.F.
GROSS AREA =	994,872.93 S.F.
NET AREA =	945,445.40 S.F.

TRACT TABLE

TRACT	AREA (ACRES)	USE
TRACT A	0.1730	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT B	0.0970	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT C	0.0711	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT D	0.0712	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT E	0.0408	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT F	0.1972	DRAINAGE, RETENTION, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT G	0.0776	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT H	2.5265	DRAINAGE, RETENTION, LANDSCAPE, OPEN SPACE, PLAY AMENITIES, WATER AND SEWER EASEMENT, P.U.E.
TRACT I	0.0260	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT J	0.0167	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT K	0.0250	RETENTION, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT L	0.0081	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT M	0.0073	DRAINAGE, LANDSCAPE, OPEN SPACE, P.U.E.
TRACT N	3.1061	PRIVATE ACCESSWAY, PUBLIC WATER AND SEWER EASEMENTS, DRAINAGE EASMENT, REFUSE COLLECTION EASEMENT, EMERGENCY EQUIPMENT ACCESS EASMENT

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



3' HIGH VISIBILITY RESTRICTION (TYP)
N.T.S.

NOTE:
DETAIL PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS

NO. 060138A
COUNTY RECORDER

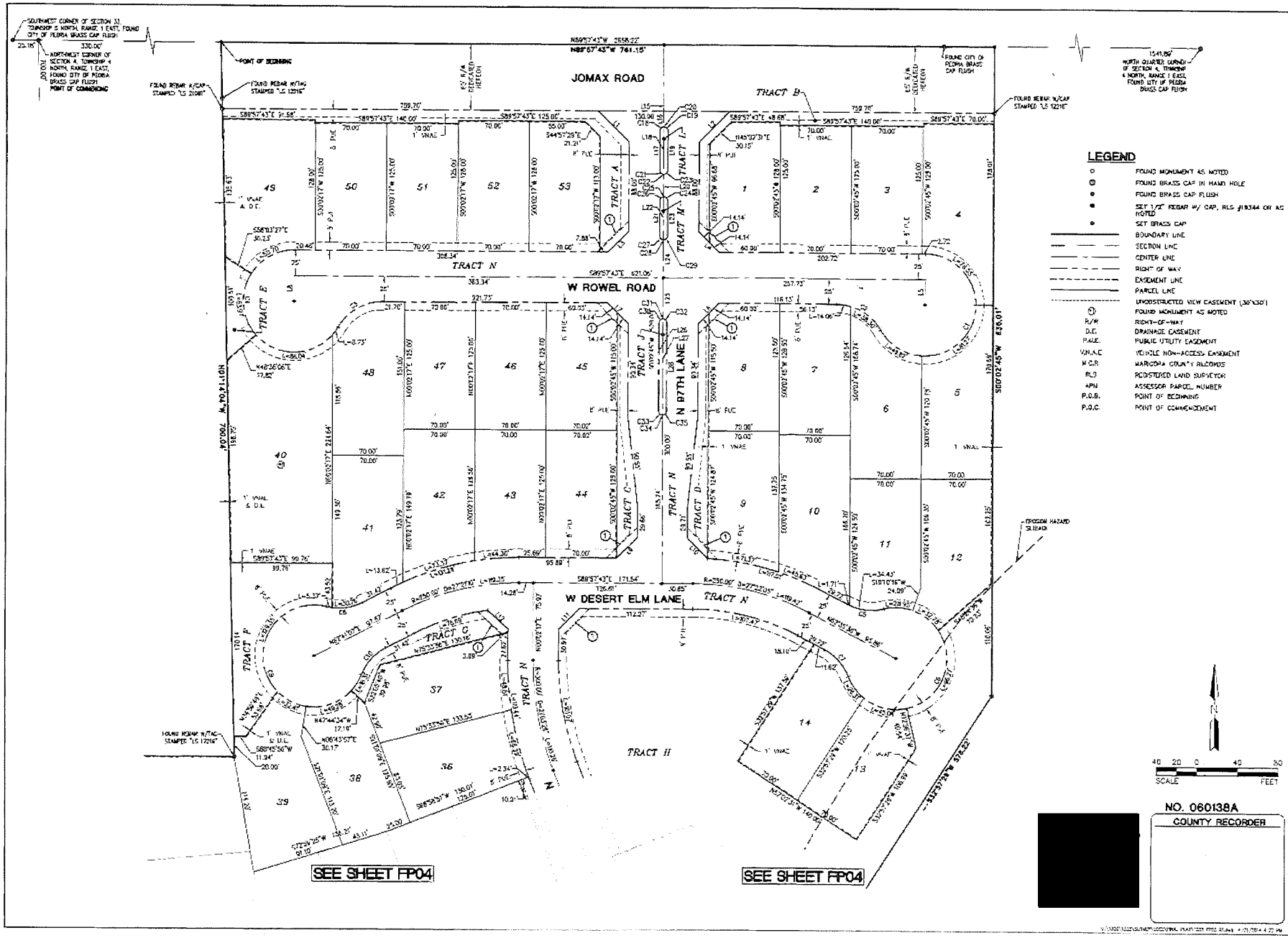
HILGARTWILSON
ENGINEERS / PLANNERS / SURVEYORS / MANAGERS
2141 E. HIGHLAND AVE., STE. 250 W. 602.490.1535 / F. 602.368.0134
PHOENIX, AZ 85016

STONEBRIDGE RANCH
JOMAX ROAD & LAKE PLEASANT PARKWAY
PEORIA, ARIZONA

FINAL PLAT

PROJ. NO: 11333
DATE: APRIL 2014
SCALE: 1"=40'
DRAWN: DSP / BSO
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO.

DWG. NO.
FP02



HILGARTWILSON
ENGINEERS / PLANNERS / SURVEYORS / LANDSCAPE ARCHITECTS
2141 E. HIGHLAND AVE., STE. 250 PH. 602.490.0535 / FX. 602.368.2436
PHOENIX, AZ 85016

STONEBRIDGE RANCH

JOMAX ROAD & LAKE PLEASANT PARKWAY
PEORIA, ARIZONA

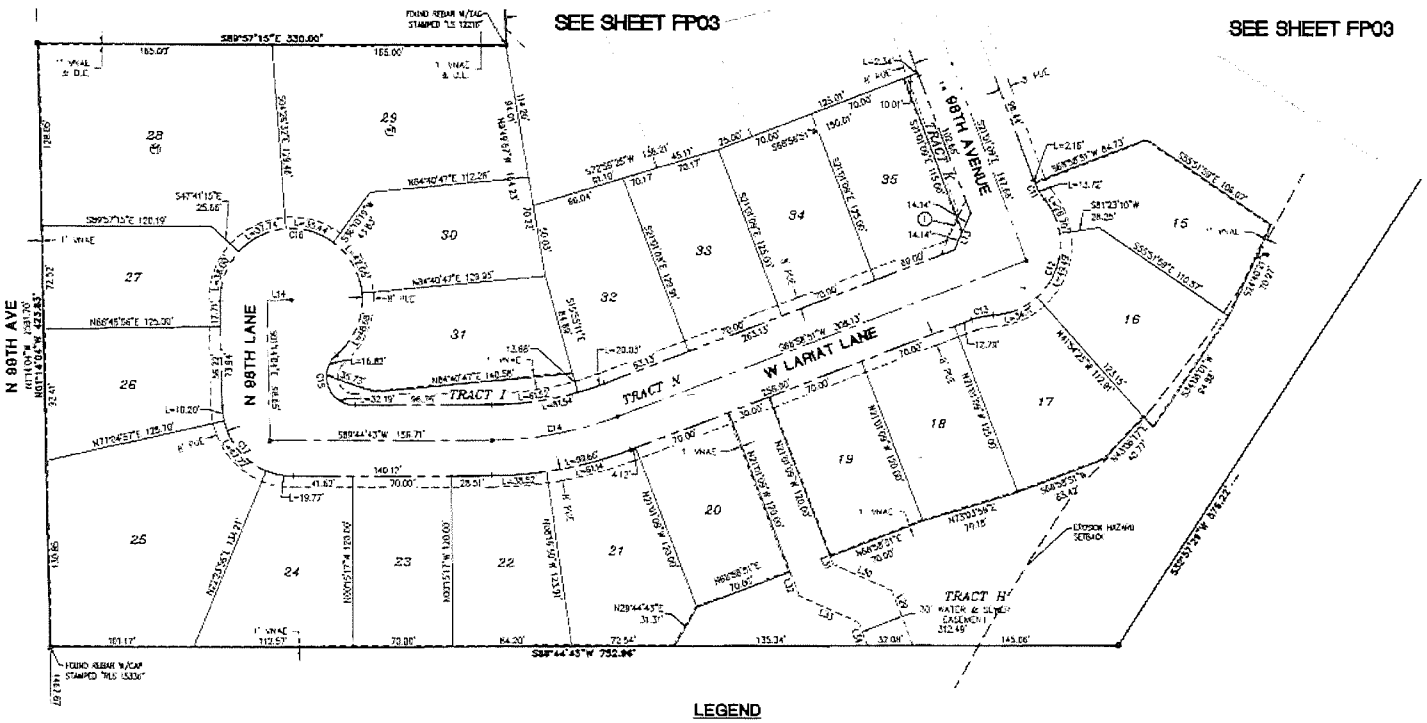
FINAL PLAT

STATUS:

MUNICIPAL TRACKING NO:

PROJ. NO.: 1333
DATE: APRIL 2014
SCALE: 1"=40'
DRAWN: DSP / BSD
APPROVED: KJP

DWG. NO.
FP03
SHT. 3 OF 4



LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊕	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS #19344 OR AS NOTED
⊕	SET BRASS CAP
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT LINE
	PARCEL LINE
	UNOBSTRUCTED VIEW EASEMENT (30'X30')
	SINGLE STORY BUILDING HEIGHT RESTRICTION
R/W	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

NO. 060138A
COUNTY RECORDER

[redacted]

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

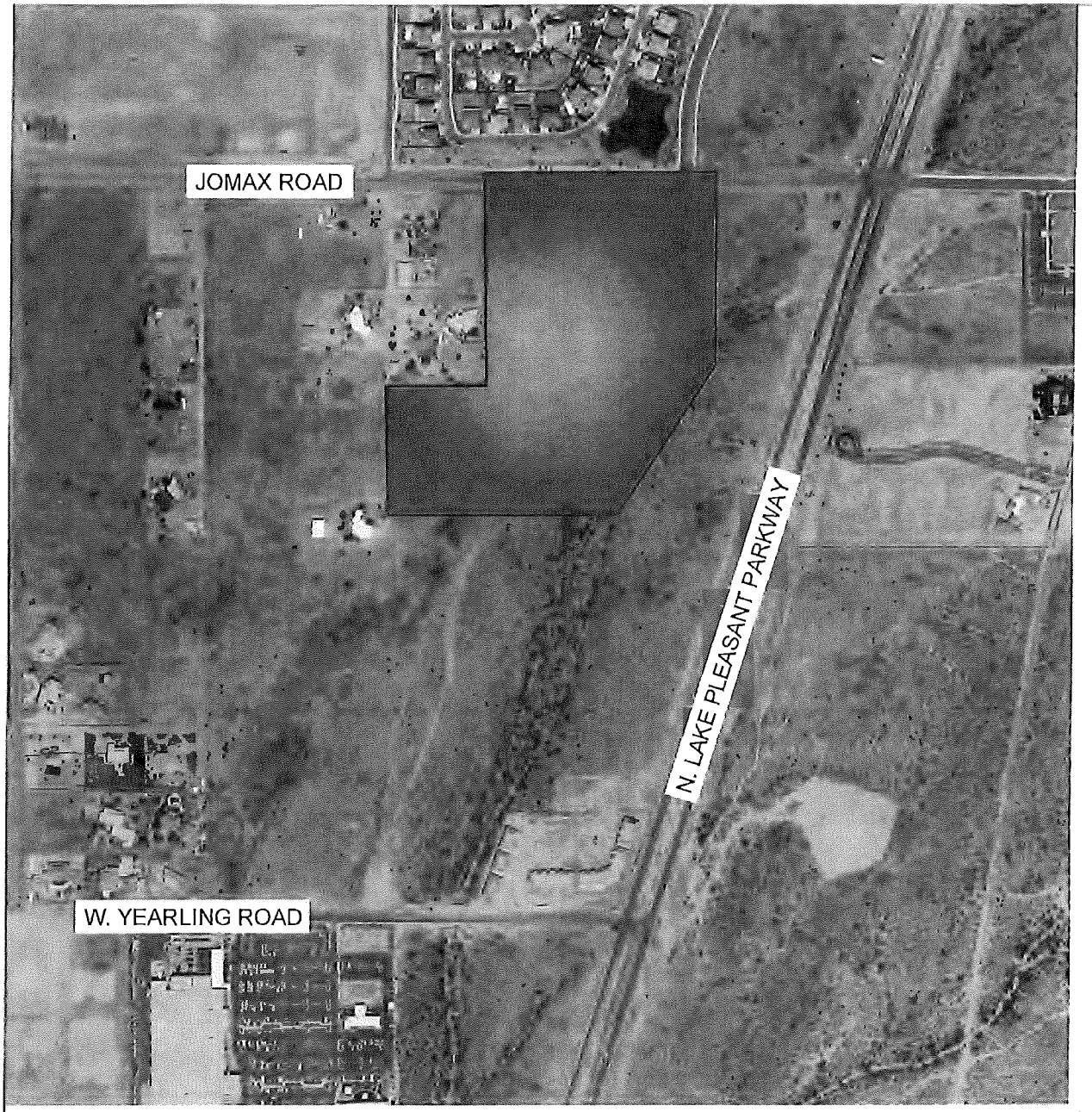
STONEBRIDGE RANCH
JOMAX ROAD & LAKE PLEASANT PARKWAY
PEORIA, ARIZONA

FINAL PLAT

STATUS:
MUNICIPAL TRACKING NO:

PROJ. NO: 1333
DATE: APRIL 2014
SCALE: 1"=40'
DRAWN: DSP / BSO
APPROVED: K.F

DWG NO.
FP04
SHT. 4 OF 4



LEGEND

PROJECT LOCATION

N

PROJ.#:	1333	STONEBRIDGE RANCH	HILGARTWILSON
DATE:	MAR 2014	PEORIA, ARIZONA	1661 E. CAMELBACK RD., STE. 275
SCALE:	N.T.S.		PHOENIX, AZ 85016
DRAWN BY:	JM	FIG 1: VICINITY MAP	P: 602.490.0535 / F: 602.325.0161
CHECKED BY:	AT		

U:\1300\1333\1333.0101 – Courtland Communities\REPORTS\Final Drainage\Exhibits\F1-1333-VC-MP.dwg 3/3/2014 9:44 AM

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 29C

Date Prepared: May 27, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Final Plat, Copper Hills Community Church, Black Rock Boulevard and Maya Way (Project No. R130015)**

Purpose:

This is a request for City Council to approve a Final Plat of Copper Hills Community Church, located on Black Rock Boulevard and Maya Way, 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 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 parcel for religious use. This development is within the City's water\sewer service area. This Final Plat does not create any new lots, but dedicates all necessary easements for the proposed development.

Previous Actions:

The site plan was reviewed by the City and completed in January 2014 and no changes were made to the proposed Final Plat.

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: 623-773-7577

FINAL PLAT

FOR

"COPPER HILLS COMMUNITY CHURCH"

AN UNSUBDIVIDED PARCEL OF LAND LYING NORTH OF AND ADJACENT TO MAYA WAY AS DEPICTED ON THE "FINAL PLAT OF WESTWING MOUNTAIN PHASE II, PARCEL 18" AS RECORDED IN BOOK 693 OF MAPS, PAGE 17, M.C.R., AND; LYING EAST OF AND ADJACENT TO BLACK ROCK BLVD. AS DEPICTED ON THE "MAP OF DEDICATION WESTWING MOUNTAIN PHASE II" AS RECORDED IN BOOK 684 OF MAPS, PAGE 22, M.C.R.; SAID PARCEL BEING A PORTION OF THE S.W.1/4 OF SECTION 34, T. 5N., R.1E. OF THE G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA

DEDICATION

COPPER HILLS COMMUNITY CHURCH, MENNONITE BRETHREN, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS "COPPER HILLS COMMUNITY CHURCH" OVER A PORTION OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "COPPER HILLS COMMUNITY CHURCH" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF SAID "COPPER HILLS COMMUNITY CHURCH" PARCEL AND EASEMENTS CONSTITUTING SAME.

EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "FINAL PLAT OF WESTWING MOUNTAIN PHASE II, PARCEL 18" (BOOK 693 OF MAPS, PAGE 17, M.C.R.) AND "MAP OF DEDICATION WESTWING MOUNTAIN PHASE II" (BOOK 684 OF MAPS, PAGE 22, M.C.R.) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT.

THE MAINTENANCE OF AND LANDSCAPING WITHIN THE MAYA WAY AND BLACK ROCK BOULEVARD RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE FRONTING PROPERTY OWNER.

COPPER HILLS COMMUNITY CHURCH, MENNONITE BRETHREN, AN ARIZONA NON-PROFIT CORPORATION, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

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

COPPER HILLS COMMUNITY CHURCH, MENNONITE BRETHREN, AN ARIZONA NON-PROFIT CORPORATION DO HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY. THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF PUBLIC WATER LINES OVER, UNDER, AND ACROSS SAID "COPPER HILLS COMMUNITY CHURCH" PARCEL, SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, TO HAVE AND TO HOLD, THE SAID EASEMENT UNTO THE CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER LINES SUBJECT TO NOTES 1, 2, 3, AND 4.

1. WATER LINE EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE PROPERTY OWNER FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE OWNER IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASIN(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE. OR IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY IT; AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS. IN THE EVENT THE RIGHTS, PRIVILEGES AND EASEMENTS HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED, ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

IN WITNESS WHEREOF:

COPPER HILLS COMMUNITY CHURCH, MENNONITE BRETHREN, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED PERSON AND ENTITIES THEREUNTO DULY AUTHORIZED

THIS 21ST DAY OF MAY, 2014

COPPER HILLS COMMUNITY CHURCH, MENNONITE BRETHREN, AN ARIZONA NON-PROFIT CORPORATION

BY: [redacted]
BRAD KLASSEN, PRESIDENT

GENERAL NOTES

1. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT RETAINING WALLS, UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
3. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
4. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
5. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
7. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
8. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LAKE PLEASANT ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
9. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
10. THE PROPERTY OWNER SHALL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
11. NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
12. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

OFFICIAL SEAL THOMAS M. KNAPP NOTARY PUBLIC - STATE OF ARIZONA MARICOPA COUNTY My Comm. Expires Feb. 21, 2014

BEFORE ME, THIS 21st DAY OF May 2014

APPEARED, Brad Klassen
WHOM AFTER PRESENTATION OF PROPER IDENTIFICATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

[redacted] August 20, 2014
NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA ON THIS THE _____ DAY OF _____, 2014.

BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
CITY CLERK

APPROVED BY: _____ DATE: _____
CITY ENGINEER

FLOODPLAIN NOTE

THIS SITE IS LOCATED IN ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 0.1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE NUMBER 04013C1235L, MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS, DATED 10/16/2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY

LOT AREA

TOTAL SITE AREA 144,728 SQ. FT.
OR 3.3225 ACRES (MORE OR LESS)
(GROSS - NET)

SURVEYOR

GENE C. HARRISON II, R.L.S.#22762
1934 E. BETTY ELYSE LANE
PHOENIX, ARIZONA 85022

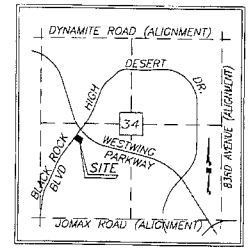
BASIS OF BEARING

SOUTH 53°18'06" EAST ALONG THE CENTERLINE OF MAYA WAY AS SHOWN IN THE FINAL PLAT OF "WESTWING MOUNTAIN PHASE II" AS RECORDED IN BOOK 693, PAGE 17, MARICOPA COUNTY, ARIZONA

CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2013 AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THE MONUMENTS DESCRIBED HAVE BEEN LOCATED AS DESCRIBED.

[redacted] 5-21-14 [redacted]
GENE C. HARRISON II, RLS# 22762



VICINITY MAP
SEC. 34, T. 5 N., R. 1 E.

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BLACK ROCK BOULEVARD, AS DEPICTED ON THE MAP OF DEDICATION RECORDED AS BOOK 684 OF MAPS, PAGE 22, AND MAYA WAY, AS DEPICTED ON THE FINAL PLAT FOR WEST WING MOUNTAIN PHASE II, PARCEL 18, AS DEPICTED IN BOOK 693 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 53 DEGREES 18 MINUTES 06 SECONDS EAST (BASIS OF BEARING), ALONG THE CENTERLINE OF SAID MAYA WAY, A DISTANCE OF 60.00 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 36 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MAYA WAY, AND THE POINT OF BEGINNING;

THENCE NORTH 08 DEGREES 46 MINUTES 39 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MAYA WAY, A DISTANCE OF 42.78 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BLACK ROCK BOULEVARD AND A POINT OF NON-TANGENT CURVATURE OF A CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 59 DEGREES 47 MINUTES 10 SECOND WEST, A DISTANCE OF 530.00 FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02 DEGREES 29 MINUTES 19 SECONDS, A DISTANCE OF 23.02 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 31 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 156.87 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 33 DEGREES 57 MINUTES 08 SECONDS EAST, A DISTANCE OF 90.07 FEET;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 65 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 400.00 FEET;

THENCE SOUTH 06 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 265.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MAYA WAY,

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 83 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 188.21 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 47 MINUTES 38 SECONDS;

THENCE WESTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 224.47 FEET TO A POINT OF NON-TANGENCY;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 48 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 54.36 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 53 DEGREES 18 MINUTES 06 SECONDS WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

R130015

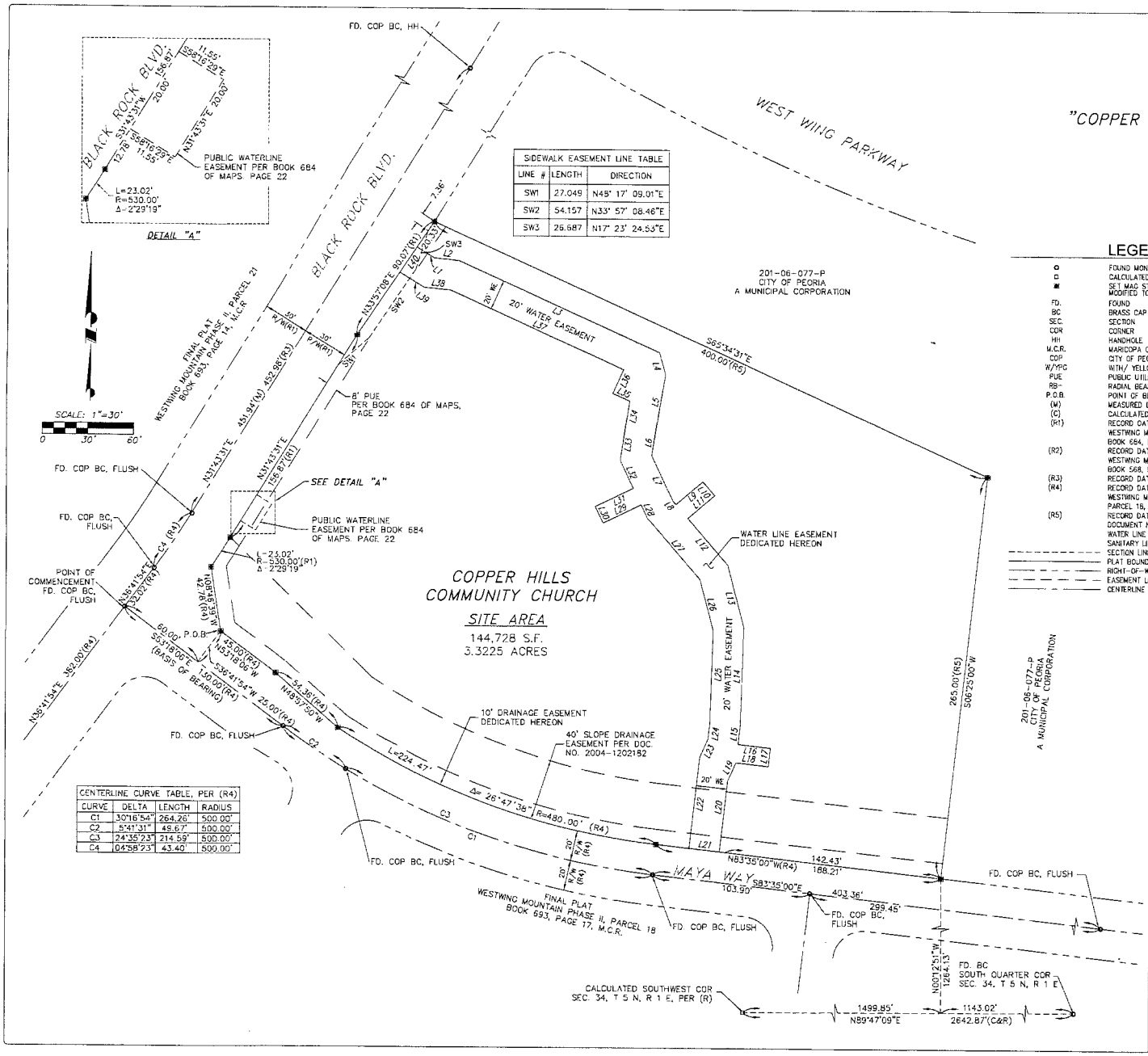
FINAL PLAT

A PARCEL OF LAND LOCATED IN A PORTION OF THE SW. 1/4 OF SEC. 34, T. 5 N., R. 1 E., OF THE G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA

DRAWN BY: R.G.A.	13-012	JOB NO.	DATE	SCALE	SHEET
CHECKED BY: G.C.H.		13503	02/14	1"=30'	1 OF 2

GENE C. HARRISON II, R.L.S.#22762
1934 E. BETTY ELYSE LANE
PHOENIX, ARIZONA 85022
CELL (602) 821-6490

FINAL PLAT
FOR
"COPPER HILLS COMMUNITY CHURCH"



SIDEWALK EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
SW1	27.049	N45° 17' 09.01"E
SW2	54.157	N33° 57' 08.46"E
SW3	26.687	N17° 23' 24.53"E

CENTERLINE CURVE TABLE, PER (R4)			
CURVE	DELTA	LENGTH	RADIUS
C1	30°16'54"	264.26'	500.00'
C2	5°41'31"	49.67'	500.00'
C3	24°35'23"	214.59'	500.00'
C4	04°58'23"	43.40'	500.00'

LEGEND

○	FOUND MONUMENT AS NOTED
□	CALCULATED POSITION, AS NOTED
■	SET MAG STD DET. 120-1 TYPE C MONUMENT MODIFIED 10 1/2" REBAR WITH CAP LS#22762
FD.	FOUND
BC	BRASS CAP
SEC.	SECTION
COR	CORNER
HH	HANDHOLE
M.C.R.	MARICOPA COUNTY RECORDS
COP	CITY OF PEORIA
W/YPC	WITH/ YELLOW PLASTIC CAP
PUE	PUBLIC UTILITY EASEMENT
RB-	RADIAL BEARING
P.O.B.	POINT OF BEGINNING
(M)	MEASURED DATA
(C)	CALCULATED DATA
(R1)	RECORD DATA PER MOD WESTWING MOUNTAIN PHASE II, BOOK 684, PAGE 22, M.C.R
(R2)	RECORD DATA PER MOD WESTWING MOUNTAIN PHASE 1, BOOK 568, PAGE 34, M.C.R.
(R3)	RECORD DATA PER (R1) PLUS (R2)
(R4)	RECORD DATA PER FINAL PLAT WESTWING MOUNTAIN PHASE II, PARCEL 18, BOOK 693, PAGE 17, M.C.R.
(R5)	RECORD DATA PER SPECIAL WARRANTY DEED, DOCUMENT NO. 2004-0366494, M.C.R.
	WATER LINE
	SANITARY LINE
	SECTION LINE
	PLAT BOUNDARY
	RIGHT-OF-WAY LINE
	EASEMENT LINE AS NOTED
	CENTERLINE

WATER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S58°16'29"E	13.36'
L2	S84°12'48"E	16.40'
L3	S65°35'49"E	144.95'
L4	S15°46'47"E	14.92'
L5	S09°54'35"W	38.12'
L6	S08°17'13"W	15.66'
L7	S25°29'07"E	32.96'
L8	S40°49'29"E	2.84'
L9	N49°14'19"E	23.27'
L10	S40°45'41"E	12.00'
L11	S49°14'19"W	23.26'
L12	S40°49'29"E	40.22'
L13	S14°45'44"E	42.27'
L14	S01°50'56"W	64.32'
L15	S06°25'56"W	12.29'
L16	S83°34'04"E	21.43'
L17	S06°25'56"W	12.00'
L18	N83°34'04"W	21.43'
L19	S24°05'24"W	13.19'
L20	S06°25'56"W	47.07'
L21	N83°33'49"W	20.00
L22	N06°25'56"E	60.18'
L23	N24°05'24"E	13.19'
L24	N06°25'56"E	10.38'
L25	N01°50'56"E	60.60'
L26	N14°45'44"W	34.72'
L27	N40°49'29"W	53.12'
L28	N25°29'07"W	9.46'
L29	S64°07'38"W	27.71'
L30	N25°52'22"W	12.00'
L31	N64°07'38"E	27.79'
L32	N25°29'07"W	20.26'
L33	N08°17'13"E	22.01'
L34	N09°54'35"E	17.20'
L35	N65°57'20"W	12.29'
L36	N24°05'21"E	17.01'
L37	N65°35'49"W	124.92'
L38	N84°11'18"W	17.73'
L39	N58°16'29"W	18.70'
L40	N33°57'08"E	20.02'

[redacted]

R130015

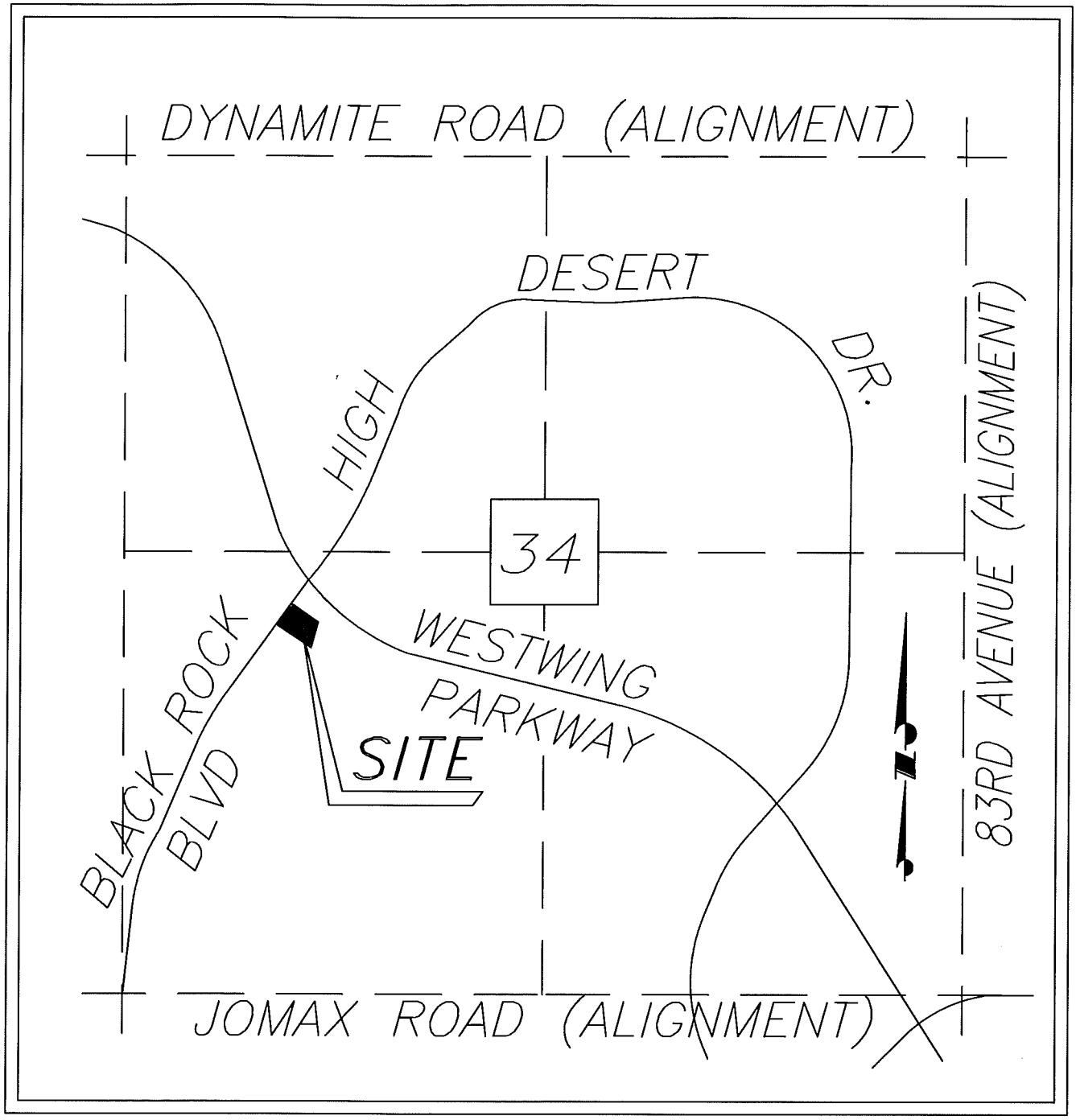
FINAL PLAT

A PARCEL OF LAND LOCATED IN A PORTION OF THE SW. 1/4 OF SEC. 34, T. 5 N., R. 1 E., OF THE G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA

DRAWN BY: R.C.A.	13-012	JOB NO. 135603	DATE 03/14	SCALE 1"=30'	SHEET 2 OF 2
CHECKED BY: G.C.H.					

GENE C. HARRISON II, R.L.S.#22762
1934 E. BETTY ELYSE LANE
PHOENIX, ARIZONA 85022
CELL (602) 821-6490

NOV13-012



VICINITY MAP

SEC. 34, T. 5 N., R. 1 E.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 30C

Date Prepared: May 20, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **Replat, Grand Manor Amended, Grand Avenue and 88th Drive (Project No. R06088B)**

Purpose:

This is a request for City Council to approve a Replat of Grand Manor Amended, located on Grand Avenue and 88th Drive, 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 adjust property lines for four lots within a residential subdivision. No new lots are being created. It is necessary to adjust the property lines to accommodate the desired housing product on each of the lots. This development is within the City's water\sewer service area.

Previous Actions:

The Final Plat for Grand Manor was approved by the City and recorded in July 2007.

Options:

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

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

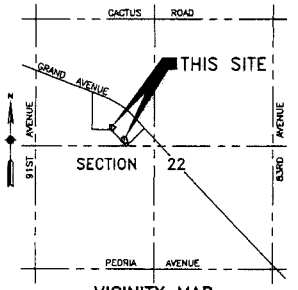
Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

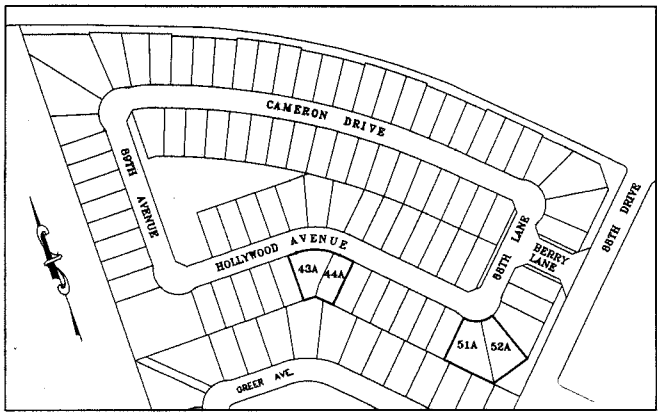
REPLAT OF

"GRAND MANOR AMENDED"

BEING A RESUBDIVISION OF LOTS 43, 44, 51 AND 52 OF "GRAND MANOR"
AS RECORDED IN BOOK 935, PAGE 45, M.C.R.
AND LYING WITHIN THE WEST HALF OF SECTION 22, TOWNSHIP 3
NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER
MERIDIAN MARICOPA COUNTY, ARIZONA



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

THAT MATTAMY ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS "GRAND MANOR AMENDED" A RESUBDIVISION OF LOTS 43, 44, 51, AND 52 OF "GRAND MANOR" AS RECORDED IN BOOK 935, PAGE 45, M.C.R. OVER A PORTION OF THE WEST HALF OF SECTION 22, TOWNSHIP-3-NORTH, RANGE-1-EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS, AND FOR THE PLAT OF SAID "GRAND MANOR AMENDED" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "GRAND MANOR" (M.C.R. BOOK 935, PAGE 45) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RESUBDIVISION.

AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED TRACT OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY IT; AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

IN WITNESS WHEREOF:
MATTAMY ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY:

BY: [redacted] 5/2/2014
DATE

ITS: Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

BEFORE ME THIS 2nd DAY OF May, 2014, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Kyle Hutchman, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: [redacted] 9/19/2017
NOTARY PUBLIC MY COMMISSION EXPIRES

LISA J. CAMPBELL
Notary Public - Arizona
Maricopa County
My Commission Expires
September 19, 2017

NOTES

(1) NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.

(2) ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDER GROUND AS PART OF THE STREET IMPROVEMENTS.

(3) MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

(4) THIS RESUBDIVISION IS LOCATED WITHIN THE VICINITY OF A DESIGNATED TRUCK ROUTE. GRAND AVENUE (U.S. 60) IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

(5) NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

(6) THIS RESUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.

(7) THIS RESUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

(8) THIS RESUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID# 1065) AND STREET LIGHT IMPROVEMENT DISTRICT (SLID# 1029).

(9) ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

(10) SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.

(11) THIS RESUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

(12) THIS RESUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).

SUBDIVISION BOUNDARY AREA:

LOT 43A: 0.158 ACRES OR 6866± SQ. FT.
LOT 44A: 0.108 ACRES OR 4699± SQ. FT.
LOT 51A: 0.198 ACRES OR 8628± SQ. FT.
LOT 52A: 0.165 ACRES OR 7179± SQ. FT.
TOTAL: 0.629 ACRES OR 27,372± SQ. FT.

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS SURVEY BASED UPON THE NORTH-SOUTH MID SECTION LINE OF SECTION 22 WHICH BEARS S00°09'00"W.

FLOOD ZONE

THIS SITE IS LOCATED IN ZONE "X" (DOTTED) PER "F.E.M.A." FLOOD INSURANCE RATE MAP NO. 04013C1705L, DATED: OCTOBER 16, 2013. ZONE "X" (DOTTED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LEGEND

V.N.A.E.	-INDICATES VEHICULAR NON-ACCESS EASEMENT
P.U.E.	-INDICATES PUBLIC UTILITY EASEMENT
M.C.R.	-INDICATES MARICOPA COUNTY RECORDS
———	-INDICATES RESUBDIVISION BOUNDARY LINE
- - - - - -	-INDICATES EASEMENT LINE
⊙	-INDICATES CORNER OF THIS RESUBDIVISION, SET 1/2" CAPPED REBAR, R.L.S. NO. 28236.

RESUBDIVISION NARRATIVE

THESE LOTS ARE BEING RESUBDIVIDED IN ORDER TO FIT THE NEW OWNER'S BUILDING PRODUCTS.

DESCRIPTION

LOTS 43, 44, 51 & 52 OF "GRAND MANOR" AS RECORDED IN BOOK 935, PAGE 45, M.C.R., LOCATED IN THE WEST HALF OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER

MATTAMY ARIZONA, LLC. AN ARIZONA LIMITED LIABILITY COMPANY
9200 EAST PIMA CENTER PARKWAY, SUITE 230
SCOTTSDALE, ARIZONA 85258
(480) 302-6080

ENGINEER

RICK ENGINEERING COMPANY
6150 NORTH 16TH STREET
PHOENIX, ARIZONA, 85016-1705
(602) 957-3350

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET SHOWN; AND THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND SAID MONUMENTS ARE SUFFICIENT TO BE REFERENCED.

YSMAEL A. VEGA, R.L.S.
ARIZONA NO. 28236 [redacted]

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA.
THIS_____ DAY OF _____, 2014.

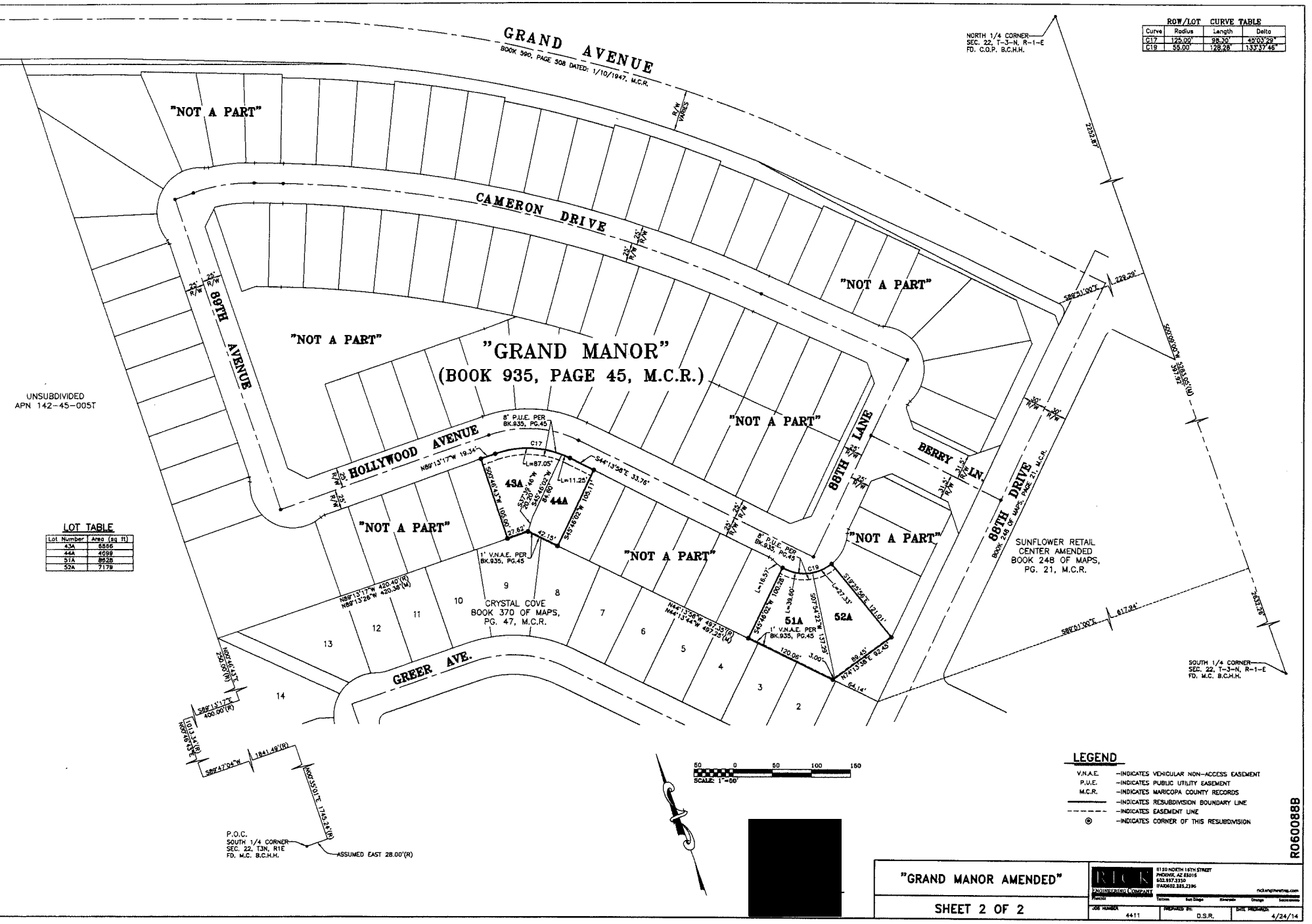
MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

R0600888

"GRAND MANOR AMENDED"	RICK ENGINEERING COMPANY — 6150 NORTH 16TH STREET, PHOENIX, AZ 85016, 602.957.3350, 602.957.3355, rickengineering.com — Phoenix, Tucson, San Diego, Riverside, Orange, Southwestern
SHEET 1 OF 2	JOB NUMBER 4411 — PREPARED BY: D.S.R. — DATE PREPARED: 4/24/14



ROW/LOT CURVE TABLE

Curve	Radius	Length	Delta
C17	125.00'	98.30'	45°03'29"
C19	55.00'	128.28'	133°37'46"

LOT TABLE

Lot Number	Area (sq ft)
43A	6566
44A	4099
51A	8528
52A	7179

LEGEND

V.N.A.E.	–INDICATES VEHICULAR NON-ACCESS EASEMENT
P.U.E.	–INDICATES PUBLIC UTILITY EASEMENT
M.C.R.	–INDICATES MARICOPA COUNTY RECORDS
———	–INDICATES RESUBDIVISION BOUNDARY LINE
- - - -	–INDICATES EASEMENT LINE
⊗	–INDICATES CORNER OF THIS RESUBDIVISION

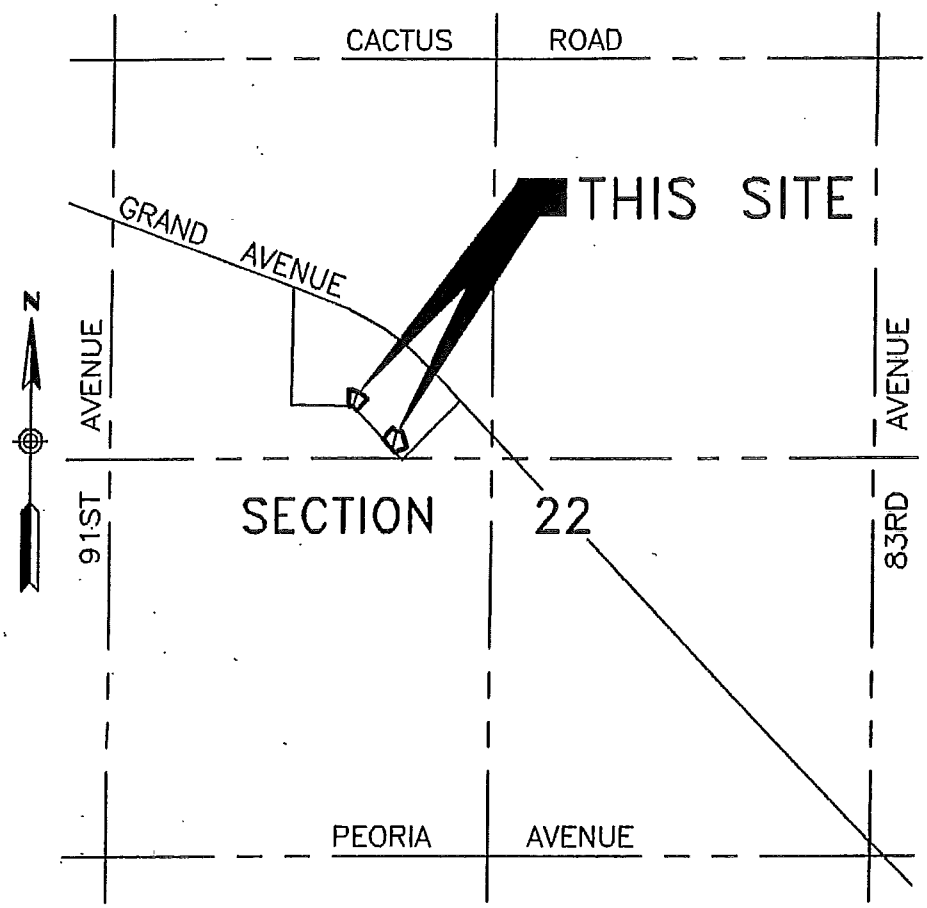
R0600888

"GRAND MANOR AMENDED"

SHEET 2 OF 2

RICK ENGINEERING COMPANY
Phoenix Tucson San Diego Riverside Orange Las Vegas
8150 NORTH 16TH STREET
PHOENIX, AZ 85015
602.937.3330
FAX602.285.2396
rickengineering.com

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4411	D.S.R.	4/24/14



VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 31C

Date Prepared: May 19, 2014 **Council Meeting Date: July 1, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **RePlat, Trilogy at Vistancia Parcel C12, Vistancia Boulevard and Claret Cup Road (Project No. R080061C)**

Purpose:

This is a request for City Council to approve a Replat of A Portion of Trilogy at Vistancia - Parcel C12, located on Trilogy Boulevard and Claret Cup 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 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 Replat is to adjust lot lines for 4 lots within a residential subdivision, to allow for the creation of a model complex within the Vistancia community. There are no new lots being created with this replat.

Previous Actions:

The preliminary plat was reviewed by the City and completed in January 2007. The original Final Plat for the subdivision was approved by City and recorded in Dec 2010 and a replat was recorded in September 2012.

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 RePlat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

Exhibit 1: RePlat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jesse Gonzales: 623-773-7548

FINAL PLAT FOR
"REPLAT OF A PORTION OF TRILOGY AT VISTANCIA - PARCEL C12 - AMENDED"

AN AMENDMENT OF LOTS 1639 THROUGH 1640 AND LOTS 1662 THROUGH 1663 AS RECORDED IN BOOK 1123 OF MAPS, PAGE 26, M.C.R., BEING A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT SHEA HOMES OF PHOENIX, INC. (FN), A DELAWARE CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "REPLAT OF A PORTION OF TRILOGY AT VISTANCIA - PARCEL C12 - AMENDED" AN AMENDMENT OF LOTS 1639 THROUGH 1640 AND LOTS 1662 THROUGH 1663 AS RECORDED IN BOOK 1123 OF MAPS, PAGE 26, M.C.R., BEING A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR LETTER GIVEN ON SAID REPLAT. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

SHEA HOMES OF PHOENIX, INC. (FN), AS OWNER, HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE AS SUCH, THE PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN HEREON AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. THE MAINTENANCE OF LANDSCAPING WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

ALL MATTERS THAT MAY EFFECT THE PROPERTY NOT SHOWN HEREON, BY MATTER OF "TRILOGY AT VISTANCIA - PARCEL C12" RECORDED IN BOOK 1071 OF MAPS, PAGE 45, M.C.R. AND "REPLAT OF A PORTION OF TRILOGY AT VISTANCIA - PARCEL C12" RECORDED IN BOOK 1123 OF MAPS, PAGE 26, M.C.R. ARE TO REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE NOTED HEREIN.

LANDSCAPING AND OTHER IMPROVEMENTS (OTHER THAN UTILITY IMPROVEMENTS, MAINTENANCE OF WHICH SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER) WITHIN EACH P.U.E. SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR TRACT ON WHICH SUCH P.U.E. IS LOCATED.

THE UNDERSIGNED SHEA HOMES OF PHOENIX, INC (FN) HAS HEREBY CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED SIGNERS THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2014

SHEA HOMES OF PHOENIX, INC (FN), A DELAWARE CORPORATION

BY: _____

ITS: _____

BY: _____

ITS: _____

SUBDIVIDER'S CERTIFICATIONS

BY ITS EXECUTION OF THIS PLAT, SHEA HOMES OF PHOENIX, INC (FN), A DELAWARE CORPORATION, AS SUBDIVIDER, HEREBY CERTIFIES (1) RULES AS MAY BE ESTABLISHED BY THE STATE DEPARTMENT OF TRANSPORTATION RELATING TO PROVISIONS FOR THE SAFETY OF ENTRANCE UPON AND DEPARTURE FROM ABUTTING STATE PRIMARY HIGHWAYS HAVE BEEN FOLLOWED AS APPLICABLE, (2) RULES AS MAY BE ESTABLISHED BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE CONSTRUCTION OR PREVENTION OF CONSTRUCTION OF STREETS IN LAND ESTABLISHED AS BEING SUBJECT TO PERIODIC INUNDATION HAVE BEEN FOLLOWED AS APPLICABLE, (3) RULES AS MAY BE ESTABLISHED BY THE MARICOPA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES RELATING TO THE PROVISION OF DOMESTIC WATER SUPPLY AND SANITARY SEWER DISPOSAL HAVE BEEN FOLLOWED AS APPLICABLE, AND (4) THE REQUIREMENTS OF THE CITY OF PEORIA ZONING ORDINANCE AND THE CITY OF PEORIA INFRASTRUCTURE DEVELOPMENT GUIDELINES HAVE BEEN ADDRESSED AND FOLLOWED AS APPLICABLE.

SHEA HOMES OF PHOENIX, INC (FN), A DELAWARE CORPORATION

BY: _____

ITS: _____

BY: _____

ITS: _____

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

_____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

CONSENT BY LENDER

THE UNDERSIGNED, BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING RECORDED ON AUGUST 17, 2011 IN DOCUMENT NO. 20110688323, RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY APPROVES AND CONSENTS TO THE RECORDING OF THIS PLAT AND ALL EASEMENTS DEDICATED HEREON.

WELLS FARGO BANK, NATIONAL ASSOCIATION, SOLELY IN ITS CAPACITY AS COLLATERAL AGENT FOR THE PARI-PASSU SECURED PARTIES

BY: _____

ITS: _____

CONSENT BY LENDER ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

_____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS _____ DAY OF _____, 2014.

BY: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

_____ _____
FOR CITY ENGINEER DATE

NOTES

1. THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID)# 1108 AND THE REQUIREMENTS THEREOF.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
7. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LONE MOUNTAIN ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
8. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY. (GRAVEL OPERATION)

REPLAT NARRATIVE

LOTS 1639 AND 1640 COMMON LOT LINE WAS ADJUSTED TO ACCOMMODATE THE DEVELOPER'S DESIRED PRODUCT.

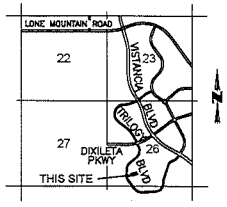
LOTS 1662 AND 1663 COMMON LOT LINE WAS ADJUSTED TO ACCOMMODATE THE DEVELOPER'S DESIRED PRODUCT.

FLOOD ZONE INFORMATION

ZONE "X":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-0815 L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.



VICINITY MAP
(NOT-TO-SCALE)

OWNER / DEVELOPER

SHEA HOMES OF PHOENIX, INC (FN)
8800 NORTH GAINEY CENTER DRIVE
SUITE 370
SCOTTSDALE, ARIZONA 85258-2124
PHONE: (480) 348-6000
CONTACT: JOAN SCARBROUGH

ENGINEER

COE & VAN LOO CONSULTANTS INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-6831
CONTACT: RYAN WEED

BASIS OF BEARING

THE BASIS OF BEARING IS SOUTH 86°50'34" EAST ALONG THE MONUMENT LINE OF DESERT VISTA TRAIL LOCATED WITHIN THE TRILOGY AT VISTANCIA - PARCEL C12 SUBDIVISION, BEING IN A PORTION OF SOUTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1123 OF MAPS, PAGE 26, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

LOTS 1639, 1640, 1662, AND 1663 OF THE REPLAT OF A PORTION OF TRILOGY AT VISTANCIA - PARCEL C12, AS RECORDED IN BOOK 1123 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.

CERTIFICATION

I, LARRY E. SULLIVAN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF TWO (2) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2013, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
LARRY E. SULLIVAN
REGISTRATION NUMBER 22782
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PROJECT #: R080081C

GROSS AREA = 0.751 ACRES	SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

REPLAT OF A PORTION OF TRILOGY AT

SHEET 1 OF

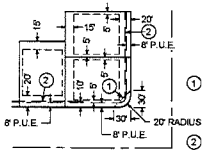
CVL Contact: R. WEED
CVL Project #:
CVL File #:

N:\DWS\VISTANCIA_C-12\CADDS\REPLAT.DWG Parker May 21, 2014 - 10:51 AM

COUNTY RECORDER

LEGEND

- INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- INDICATES SET PK-NAIL
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICULAR NON ACCESS EASEMENT
- C1 INDICATES CURVE NUMBER
- M.C.R. INDICATES MARICOPA COUNTY RECORDER



1. LOCAL TO LOCAL STREET INTERSECTIONS MAY HAVE A 30' X 30' UNOBSTRUCTED VIEW EASEMENT
2. NO OBJECT WITH VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.
2. 10' SETBACK FOR LIVING SPACE & SIDE ENTRY GARAGE

NOTE: CONCRETE MASONRY WALLS CANNOT BE CONSTRUCTED IN THE PUBLIC UTILITY EASEMENT

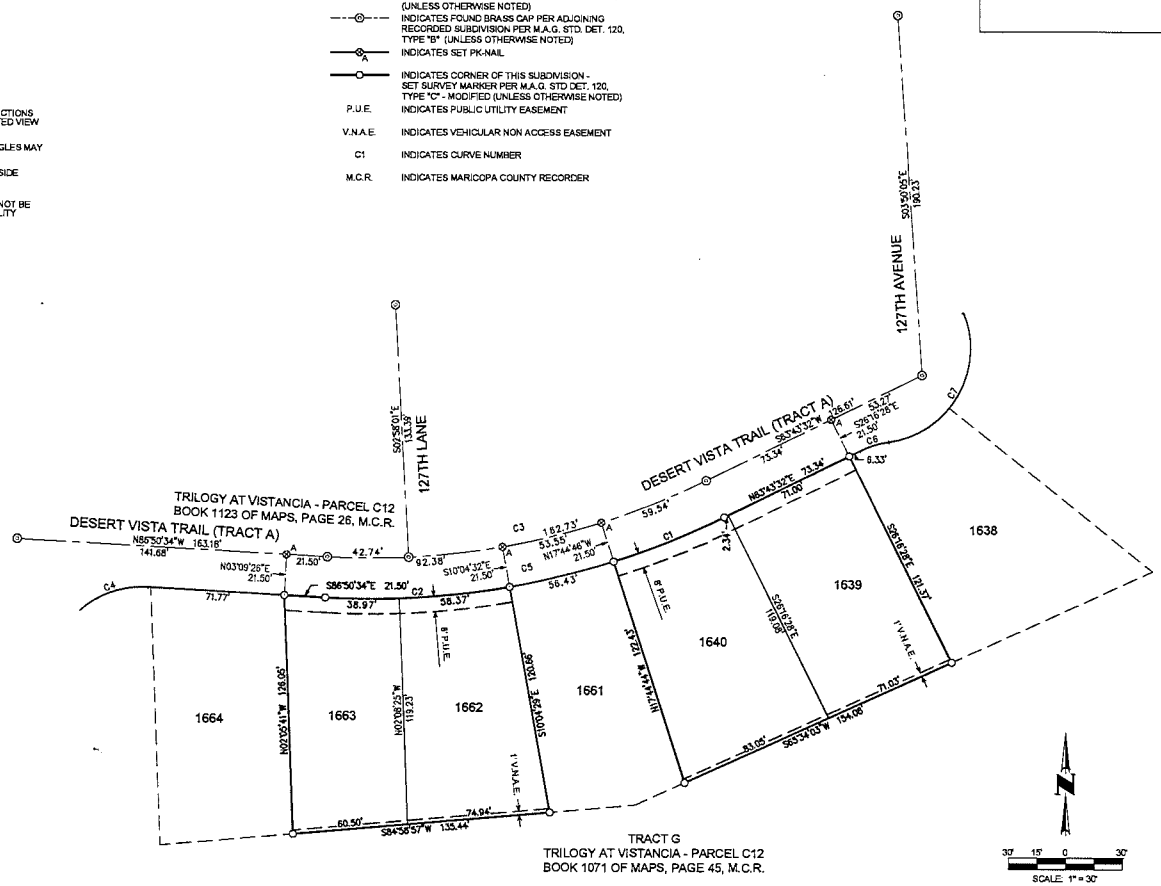
SETBACKS

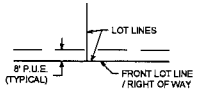
FRONT	20'
REAR	15'
SIDE	5' & 10'
CORNER	5' & 10' - UNLESS 8' TRACT

TYPICAL LOT LAYOUT AND BUILDING SETBACKS

(NOT-TO-SCALE)

LOT AREA TABLE	
LOT	AREA (SQUARE FEET)
1639	8,535
1640	8,856
1662	7,933
1663	7,373
TOTAL	32,697





TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT-TO-SCALE)

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	421.50	62.74	008° 31' 42"	31.43	62.68	N67° 59' 23.0" E
2	421.50	97.34	013° 13' 58"	48.89	97.13	N88° 32' 27.0" E
3	400.00	205.47	029° 25' 54"	105.06	203.22	S78° 26' 29.0" W
4	50.00	38.71	044° 21' 24"	20.38	37.75	N70° 58' 44.0" E
5	421.50	216.51	029° 25' 54"	110.70	214.14	N78° 26' 29.0" E
6	50.00	15.88	018° 11' 34"	8.01	15.81	N72° 49' 19.0" E
7	50.00	90.71	103° 57' 00"	63.94	78.77	N29° 56' 36.0" E

PROJECT #: R080061C

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

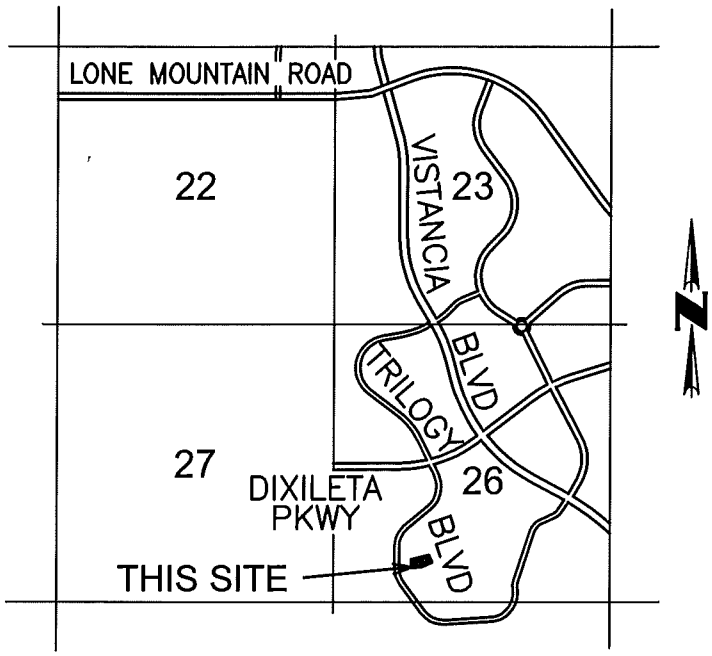
FINAL PLAT

REPLAT OF A PORTION OF TRILOGY AT VISTANCIA - PARCEL C12

SHEET 2 OF 2

CVL Contact: R. WEED
CVL Project #:
CVL File #:

N:\01\VISTANCIA_C-12\CADD\DS\REPLAT.DWG Parker May 21, 2014 - 10:51 AM



VICINITY MAP

(NOT-TO-SCALE)

N.T.S. EXHIBIT	REPLAT OF A PORTION OF TRILOGY AT VISTANCIA - PARCEL C12 - AMENDED	CVL CONSULTANTS
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	VICINITY MAP	1 OF 1

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 32R

Date Prepared: June 24, 2014 **Council Meeting Date: July 01, 2014**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing: Proposed recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor license.

Purpose:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Background/Summary:

Theresa J. Morse, Agent for BB's Restaurant, has applied for a New Restaurant Liquor License (Series 12) located at 9864 W. Peoria Avenue.
The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

Previous Actions:

In November 2012, the Mayor and Council recommended approval to Arizona State Liquor Board for Nineveh Restaurant for a New Restaurant Liquor License (Series 12). BB's Restaurant is new owners of the business.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for BB's Restaurant, located at 9864 W. Peoria Avenue, Theresa J. Morse, Applicant, LL#20010638.
B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for BB's Restaurant, located at 9864 W. Peoria Avenue, Theresa J. Morse, Applicant, LL#20010638.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for BB's Restaurant, located at 9864 W. Peoria Avenue, Theresa J. Morse, Applicant, LL#20010638.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: New Liquor License Application.

Arizona Department of Liquor Licenses and Control

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800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☒ INTERIM PERMIT ***Complete Section 5***
- ☒ NEW LICENSE ***Complete Sections 2, 3, 4, 13, 14, 15, 16***
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 11, 13, 15, 16***
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 12, 13, 15, 16***
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE ***Complete Sections 2, 3, 4, 9, 13, 16*** (fee not required)
- ☐ GOVERNMENT ***Complete Sections 2, 3, 4, 10, 13, 15, 16***

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. ***Complete Section 6***
- ☐ INDIVIDUAL ***Complete Section 6***
- ☐ PARTNERSHIP ***Complete Section 6***
- ☐ CORPORATION ***Complete Section 7***
- ☒ LIMITED LIABILITY CO. ***Complete Section 7***
- ☐ CLUB ***Complete Section 8***
- ☐ GOVERNMENT ***Complete Section 10***
- ☐ TRUST ***Complete Section 6***
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12079918

1. Type of License(s): RESTAURANT - SERIES 12

2. Total fees attached: $ 316 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: ☐ Mr. ☒ Ms. MORSE (Last) THERESA (First) JUNE (Middle) B1054525
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: NINEVEH RNB, LLC B1052369
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: BB'S RESTAURANT B1048947
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 9864 W. PEORIA AVENUE (Do not use PO Box Number) PEORIA (City) MARICOPA (County) 85345 (Zip)

5. Business Phone: PENDING Daytime Phone: [redacted] Email: [redacted]

6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO

7. Mailing Address: 530 E. MCDOWELL RD STE 107-241 (City) PHOENIX (State) ARIZONA (Zip) 85004

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees:	Application	Interim Permit	Site Inspection	Finger Prints	$ TOTAL OF ALL FEES
	100	100	50	66	316

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 5/15/14 Lic. # 12079918

1/7/2013

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

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2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12079286
4. Is the license currently in use? ☐ YES ☒ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, RANDY D. NATIONS (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X SEE ATTACHMENTS
(Signature)

My commission expires on: _____

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

ARROWHEAD PROPERTIES

1540 E. Maryland Avenue, Suite 205
Phoenix, Arizona 85014
(623) 977-5550 • Fax (623) 933-3057

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Date: 05/14/2014

To: Arizona Department of Liquor
800 W. Washington St. Suite 500
Phoenix, Arizona 85007

From: Arrowhead Properties, LLC
1540 E. Maryland Avenue, Suite 205
Phoenix, AZ 85014

Re: 9864 W. Peoria, Peoria Arizona

To: Whom it may concern,

I am the owner of the property located at 9864 W. Peoria Avenue, Peoria Arizona. The previous tenant, Douglas Gabriel left the premises on August 29, 2013 and is no longer my tenant. As of April 21, 2014 NINEVEH RNB' LLC, is my new tenant.

If you have any questions, I may be contacted at the above mailing address.

Sincerely,

[redacted]

Mark C. Phillips
Manager

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12079286

Issue Date: 12/14/2012

Expiration Date: 3/31/2015

Restaurant

Issued To:
RANDY D NATIONS, Agent
NINEVEH RESTAURANT LLC, Owner

Location:
NINEVEH RESTAURANT
9864 W PEORIA AVE
PEORIA, AZ 85345

Mailing Address:
RANDY D NATIONS
NINEVEH RESTAURANT LLC
NINEVEH RESTAURANT
P O BOX 2502
CHANDLER, AZ 85244

POST THIS LICENSE IN A CONSPICUOUS PLACE

RESET
EXP 3/31/2015
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BASIC LEASE PROVISIONS

DATE:	April 14, 2014
CENTER:	Arrowhead Shopping Center
LANDLORD:	Arrowhead Properties, L.L.C., an Arizona Limited Liability Company
TENANTS:	Ramzi Odesho, A Single Man Nabeel Danial and Eleen Shamoeel, Husband and Wife
TENANT'S TRADE NAME:	
USE:	Restaurant
STORE ADDRESS:	9864 W. Peoria Avenue, Peoria, AZ 85345
LEASE TERM:	Five (5) Years June 1, 2014 to May 31, 2019
SQUARE FOOTAGE:	6,300 sq. ft.
BASIC RENT:	$3,622.00 June 1, 2014 to May 31, 2015 $4,147.50 June 1, 2015 to May 31, 2016 $4,672.50 June 1, 2016 to May 31, 2017 $5,197.50 June 1, 2017 to May 31, 2018 $5,722.50 June 1, 2018 to May 31, 2019
COMMON AREA MAINTENANCE:	.11 Per Square foot per month
REAL ESTATE TAX:	.115 Per Square Foot per month
SECURITY DEPOSIT:	$20,000.00
SECURITY ON DEPOSIT:	$ 00.00
TOTAL DEPOSIT DUE:	$20,000.00

THE SECURITY DEPOSIT IS DUE AND PAYABLE UPON SIGNATURE OF YOUR LEASE AND SENT ALONG WITH ALL THREE COPIES OF YOUR LEASE FOR MR. PHILLIPS SIGNATURE (FAILURE TO SEND YOUR DEPOSIT WILL DELAY THE PROCESSING OF YOUR LEASE.

RENT DUE: **October 1, 2014**

BASIC RENT:	**$ 3,622.50**
COMMON AREA MAINTENANCE:	**693.00**
REAL ESTATE TAX:	**724.50**
RENT TAX STATE @ .50%:	**25.20**
RENT TAX CITY @ 1.80%:	**90.72**
TOTAL DUE:	**$5,155.92**

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EXHIBIT A	SITE PLAN
EXHIBIT B	CONSTRUCTION PROVISIONS (IF NEEDED)
EXHIBIT C	PRELEASE (IF NEEDED)
REVISED	06/2011

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LEASE

This Lease, made this 14th day of April, 2014 by and between Arrowhead Properties, L.L.C, an Arizona Limited Liability Company, hereinafter referred to as "Landlord", and Ramzi Odesho, A Single Man and Nabeel Danial and Eleen Shamoeel, Husband and Wife, thereinafter referred to as "Tenant's".

ARTICLE 1: TERM

For and in consideration of the rent hereinafter stated and upon the covenants and conditions hereof, Landlord does hereby lease to Tenant's and Tenant's agrees to Lease from Landlord, for a term of Five (5) year commencing (except as may be other wise provided herein) on the 1st day of June, 2014 and ending on the 31st day of May, 2019, the premises described in Exhibit "A" attached hereto and made a part hereof, herein referred to as the "leased premises".

AGREEMENT

It is expressly covenanted, understood and agreed by and between the parties hereto that this Lease is given, granted and accepted upon the following express terms, conditions and covenants, all of which the Tenant's for itself and its successors and assigns, does hereby covenant and agree to and with the Landlord and its assigns, fully to observe, keep and perform.

ARTICLE: 2: RENT

Tenant's shall pay to Landlord, at its office in Phoenix, Arizona or at such other place as Landlord may from time to time designate in writing, as rent for the aforesaid premises, the following amounts on the dates indicated:

(A) Fixed minimum rent (herein called "minimum rent") in the sum of Three Thousand Six Hundred Twenty-two Dollars and Fifty Cents ($3,622.50) June 1, 2014 to May 31, 2015, Four Thousand One Hundred Forty-seven Dollars and Fifty Cents ($4,147.50) June 1, 2015 to May 31, 2016, Four Thousand Six Hundred Seventy-two Dollars and Fifty Cents ($4,672.50) June 1, 2016 to May 31, 2017, Five Thousand One Hundred Ninety-seven Dollars and Fifty Cents ($5,197.50) June 1, 2017 to May 31, 2018, Five Thousand Seven Hundred Twenty-two Dollars and Fifty Cents ($5,722.50) June 1, 2018 to May 31, 2019, payable on the first day of each month during the term hereof, with adjustments for fractional months.

(B) The term "lease year" means a period of twelve (12) consecutive calendar months falling entirely within the term hereof, and subsequent lease years commencing on the anniversary thereof.

(C) Any rental abatement (discounted rent or free rent) that Landlord has offered through this lease document or any future amendments will become due and payable immediately upon any default of this Lease. The rental amount will be based on the highest monthly amount paid during the lease term, including common area maintenance, real estate tax and sales tax.

ARTICLE 3: POSSESSION

Tenant's agrees that in the event of the inability of Landlord to deliver to Tenant's possession of said premises at the commencement of the term as above specified, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or violable, but the term hereof shall be extended for a period of time equal to the delay in such delivery, but Tenant's shall not be liable for rent until such time as Landlord offers to deliver possession of said premises to Tenant's. Provisions relating to completion of construction, if applicable, are set forth in Exhibit "B" attached hereto and made a part of hereof. Tenant's

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may occupy the premises without payment of rent for a period not to exceed thirty days, or when open for business, whichever is sooner, after written notice from Landlord that the premises are ready for such occupancy for the sole purpose of installing fixtures, facilities and equipment and performing finishing work, all as provided in the description of Landlord's work and Tenant's work attached hereto as Exhibit "C" and made a part hereof, if applicable, provided that Tenant's occupancy for such purpose shall not interfere with Landlord's work. Any occupancy by Tenant's prior to the beginning of the term, whether or not rent-free, shall in all respects be the same as that of a Tenant's under this Lease. Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities, equipment or any other item of real or personal property installed or left on the premises or for any economic or non-economic loss suffered by Tenant's or by contractor, workman, supplier, employee, customer, subtenant or concessionaire. By occupying the leased premises as a Tenant, or to install fixtures, facilities or equipment or to perform finishing work, Tenant's shall be deemed to have accepted the same and to have acknowledged that the premises are in the condition required by this Lease. In the event of any dispute, the certificate of Landlord's architect shall be conclusive that the leased premises are in the condition required by this lease and are ready for occupancy, except for latent defects.

ARTICLE 4: BUSINESS USE

The leased premises shall be used and occupied by Tenant's for a Restaurant and for no other purpose. If the Tenant's abandons the herein described premises or closes the store for more than seven (7) days without Landlords written consent this Lease will automatically accelerate which is to say that all payments hereinafter due will become due immediately upon such closure. Tenant's agrees to conduct its business at all times in a high-class and reputable manner and to provide the best management possible. Tenant's will not, without the written consent of Landlord place or maintain any merchandise or other articles outside the leased premises; use or permit the use of any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, radio or broadcast within the leased premises; which are in any manner audible or visible outside the leased premises; cause or permit odors to emanate or be dispelled from the leased premises; except within the leased premises, solicit business or distribute advertising material within the Shopping Center; permit the parking or delivery vehicles so as to interfere with the use of any driveway, walk, parking area, mall or other common areas in the Shopping Center; or receive or ship articles of any kind except through service facilities designated by Landlord. Tenant's will not paint or decorate any part of the exterior of the leased premises, including store fronts, or affix any signs to any portion of the leased premises except as otherwise provided in this Lease. Tenant's, its parent or subsidiaries, shall not directly or indirectly engage in any similar or competing business within a radius of two (2) miles from the leased premises. The Tenant's shall not use the sidewalks adjacent to the leased premises for business purposes, except ingress and egress, without the written consent of Landlord, nor permit the use of any part of the leased premises for sleeping, apartments or lodging. No auction, fire going out of business or bankruptcy sales shall be conducted in the leased premises without the prior written consent of the Landlord, which may be withheld at Landlord's sole discretion. Tenant's agrees not to engage in any of the following business or sell any of the following products without first obtaining Landlord's written consent, which may be withheld for any reason.

ARTICLE 5: AUTOMOBILE PARKING AND COMMON AREA

Tenant's and its employees and invitees are, except as otherwise specifically provided in this Lease, privileged to use the parking and common areas in common with other persons during the term of this Lease. Landlord shall keep, or cause to be kept, said common area in a clean condition, properly lighted and landscaped and shall repair any damage to the facilities thereof, but all expenses in connection with said common area (including appropriate reserves) shall be charged and prorated in the manner hereinafter set forth. The phrase "expenses in connection with said common area" as used herein shall include, but not be limited to, all sums expended in connection with said common area for all general maintenance and repairs; repainting of any and all exterior walls; striping, sealing, painting, and re-paving of all parking areas; maintenance and repair of sidewalks, curbs and Shopping Center signs; sweeping of, and snow removal from, parking areas and sidewalks; the leasing or purchasing of Shopping Center identification signs; roof maintenance, maintenance and repair of sprinkler systems; planting and landscaping; lighting and other utilities, directional signs and other markers and bumpers; the cost of seasonal decorations and

promotion of the Shopping Center; maintenance or repair of any fire protection systems, lighting systems, air conditioning systems except as provided in Article 9©, storm drainage systems and any other utility systems; personnel to implement such services, including, if Landlord deems necessary, the cost of security guards; real and personal property taxes and assessments on the improvements and land comprising said buildings and common area; all costs and expenses pertaining to a security alarm system for the tenants in the Shopping Center; depreciation and maintenance and the cost of operating machinery and equipment and/or rental paid for such machinery and equipment; public liability, property damage, building, parking lot, flood insurance, and a reasonable allowance for Landlord's supervision of said common area in an amount equal to ten percent (10%) of the total of the aforementioned expenses for each lease year. Landlord may cause any or all of said services to be provided by an independent contractor or contractors. Should Landlord make available additional land for parking or other common area purposes, then said expenses shall also include all expenses incurred in connection with said additional land. Landlord may at its option arrange for the collection or removal of trash from the Shopping Center for and on behalf of any occupant. In the event such option is exercised, the cost of thereof shall be included in, charged and prorated to said tenants as an expense in connection with common area.

Tenant's shall pay to Landlord Tenant's pro rata share of such common area expenses in the following manner:

(i) From and after the date the minimum rent has commenced, but subject to adjustment as hereinafter provided, Tenant's shall pay on the first day of each calendar month of the term of this lease an amount computed by applying the rate of .11 cents per square foot per month of the floor areas of the premises. The foregoing rate per square foot may be adjusted by Landlord at the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs.

(ii) Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant's a statement covering the year just expired, certified as correct by an authorized representative of Landlord, showing the total operating costs, the amount of Tenant's pro rata share of such common area expenses for such year and the payment made by Tenant during such year as set forth in subparagraph (i). If Tenant's pro rata share of such common area expenses exceeds Tenant's payments so made, Tenant's shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If said payments exceed Tenant's pro rata share of common area expense, Tenant's shall be entitled to offset the excess against payments next thereafter to become due Landlord as set forth in subparagraph (i). Tenant's pro rata share of the total common area expense shall be that portion of all such expenses which is equal to the number of square feet of floor area in the premises leased to Tenant's bears to the total number of leased and occupied square feet in the Shopping Center which shall be no less than 80% of the total leasable area, thereafter to become due Landlord as set forth in subparagraph (i).

Landlord shall at all times have the right of determining the nature and extent of the common area and of making such changes thereto which in its opinion are deemed to be desirable, including the relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, installation of prohibited areas, and all other facilities thereof. Landlord shall not be liable for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles, unless caused by the negligence of the Landlord, its agents, servants or employees. It shall be the duty of the Tenant's to keep all of said areas free and clear of any obstruction created or permitted by Tenant's or resulting from Tenant's operation and to permit the use of any of said areas only for normal parking and ingress and egress by customers and service-suppliers to and from the building occupied by Tenant's and the other Tenant's of Landlord.

ARTICLE 6: SIGNS

Landlord reserves the right to use the exterior walls and roof of the leased premises consistent with the best interests of tenants. Tenant's shall have the right to erect one sign on the front of the leased premises,

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provided the size, nature, color, design, style, illumination and exact location shall have been first approved in writing by Landlord. The cost of installing, maintaining, changing and removing all signs shall be borne by the Tenant, and Tenant's right in respect to signs shall not be transferable. Tenant's shall not inscribe, paint or fix any signs, lights advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, or on the windows or doors or roof of the leased premises, unless Landlord shall have first approved in writing the size, style, design, color, illumination, location, method of installation and wording thereof. No overhanging roof or projecting sign, placard, marquee, or other advertisement and no sidewalk racks, displays or vending machines will be permitted. Loud speakers, phonographs, radios, or other means of broadcasting in a manner to be heard outside the leased premises shall not be used except as provided as part of the Center's overall promotion and as approved by Landlord. Tenant's agrees to light display windows and exterior signs during the hours designated by Landlord. If this lease is for new construction Landlord will furnish a sign criteria upon request.

ARTICLE 7: ADVERTISING FEE

It is agreed between Landlord and Tenant's that advertising and promotions will be done on a regular basis to help promote the Shopping Center. This will be administered by Landlord. The cost associated with this advertising is Zero Dollars ($0.00) per month due and payable to Landlord the first of every month along with rent.

ARTICLE 8: CARE OF PREMISES

Tenant's shall perform, observe and comply with the rules and regulations of the Shopping Center promulgated by Landlord from time to time with respect to the safety, care and cleanliness of the leased premises and the Shopping Center, and the preservation of good order thereon, and upon written notice thereof to Tenant's, Tenant's shall perform, observe, and comply with any changes, amendments or additions thereto as from time to time shall be established and deemed advisable by Landlord for tenants of the Shopping Center and their agents and customers. Landlord shall not be liable to Tenant's for any failure of any other tenant of the Shopping Center to comply with such rules and regulations. Tenant's shall, at its own expense, keep the leased premises (including windows, signs and the loading platform used by it) in a clean, safe and sanitary condition; conform to applicable laws, ordinances, regulations and codes; store in rat-proof and insect-proof receptacles and remove regularly all trash and garbage; replace broken glass in exterior and interior windows and doors with glass of same quality; and on Landlord's request, remove any encroachments maintained or authorized by it on any public place without Landlord's written consent. Tenant's shall not make alterations or repairs to or change in the leased premises requiring total expenditures in excess of One Thousand Dollars ($1,000.00).

ARTICLE 9: REPAIRS

(A) Except as otherwise provided in this Article, the leased premises shall at all times be kept in good order, condition and repair by Tenant's at its own expense and in accordance with all laws, direction, rules and regulations of regulatory bodies or officials having jurisdiction. If Tenant's refuses or neglects to commence repairs within ten (10) days after receipt of written demand from Landlord, or adequately to complete such repairs within a reasonable time thereafter, Landlord may make the repairs without liability to Tenant's for any loss or damage that may accrue to Tenant's stock or business by reason thereof, and if Landlord shall make such repairs, Tenant's shall pay to Landlord, on demand, as additional rent, the costs thereof and interest thereon at the rate of twelve percent (12%) per annum from the date of completion of said repairs until paid in full.

(B) Subject to including the costs thereof in common area expenses pursuant to Article 5 hereof, Landlord shall keep or cause to be kept the foundations, outer walls, roofs, downspout and gutters of the Shopping Center buildings of which the leased premises are a part and, to the extent Tenant's or other tenants are not obligated to maintain the same, all utility systems, lines, conduits, sewers and appurtenances thereto located within the Shopping Center in good condition and repair said costs shall be common area expenses; pro-rated and paid by Tenant's in the manner described in Article 5(ii). However, if the need for such repair is directly or indirectly attributable to or results from the business

activity being conducted within the leased premises, then, in such case, Tenant's agrees to reimburse Landlord for all costs and expenses incurred by Landlord with respect to such repair. Landlord shall commence repairs it is required to do hereunder as soon as reasonable practicable after receiving written notice from Tenant's of the necessity of such repairs but in no event shall Landlord be required to make any other repairs.

(C) Tenant's shall, at its own expense, be responsible for the care, maintenance, repair and/or replacement of all heating equipment and all refrigerated air conditioning equipment located on or serving the leased premises regardless whether such equipment was installed by Tenant's or by Landlord.

ARTICLE 10: UTILITY SERVICES

(A) Landlord agrees to cause mains, conduits and other facilities to be provided that supply water, sewer and electricity to the leased premises or to nearby places, all in accordance with the provisions of Exhibits "A & B" and shall keep the same free and clear of any lien or encumbrance of any kind created by Tenant's acts or omissions. Tenant's at its own cost shall provide the extensions, facilities and other work in accordance with Exhibit "A". Tenant's shall pay, when billed, for all water, electricity and other utilities, materials and services to or used in or about the leased premises.

(B) Landlord reserves the right without notice to Tenant's to cut off and discontinue gas, water, electricity, air conditioning, heating ventilating, antenna service or any or all other service, without liability to Tenant's, whenever rent is over-due for a period of fifteen (15) days or more, and whenever necessary to make repairs or alterations. No such action by Landlord or notice thereof, shall be construed as an eviction or disturbance of possession or as an election by Landlord to terminate this lease.

(C) Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility service or other service to the leased premises shall be interrupted or impaired by fire, accident, riot, strike, acts of God, the making of necessary repairs or improvements or by any causes beyond Landlord's control.

ARTICLE 11: ALTERATIONS

Except as herein provided, Tenant's shall not make any structural alterations or additions to the leased premises. If structural alterations become necessary because of the application to the business carried on by Tenant's of any law, ordinance, rule or regulation of any regulatory body or because of any act or default on the part of Tenant's, or because Tenant's has overloaded any electrical, sewer or other facility, Tenant's shall make such structural alterations at its own cost and expense after first obtaining Landlord's written approval of plans specifications and furnishing such indemnification against liens, costs, damages and expenses as Landlord may reasonably require.

ARTICLE 12: ACCESS TO PREMISES

Landlord shall have the right to close any portion of the building area or land area to the extent as may, in Landlord's reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein.

Landlord shall have the right at any time to alter, repair or improve (although not obligated to do so) the leased premises and the building of which the leased premises form a part or add thereto, and may for such purposes erect scaffolding and all other necessary structures about or upon the leased premises or the building of which the leased premises form a part, and Landlord and its representatives for such purposes may enter upon the leased premises and the building of which the leased premises form a part and with such material as Landlord may deem necessary. All alterations, repairs and improvements that may be undertaken by Landlord shall be done in a workmanlike manner and shall be completed within a reasonable period of time. Tenant's waives any claim for damages, including all loss of business resulting therefrom. Tenant's agrees to permit the Landlord at any time within sixty (60) days prior to the expiration of this Lease to place upon or in the window of said premises any usual or ordinary "For Rent" or similar sign and

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to allow prospective tenants, applicants or agents of the Landlord to enter and examine the premises during the last sixty (60) days of the term hereof, and to show prospective purchasers through the leased premises during reasonable business hours.

ARTICLE 13: INSURANCE

Tenant's shall not carry any stock of goods or do or omit to do any act in or about the leased premises which will in any way impair or invalidate the obligation of any policy of insurance on or in reference to the leased premises or the building in which the leased premises are situated. Tenant's agrees to pay upon demand, as additional rent, any increases in premiums for insurance that may be charged during the term of this Lease on the amount of insurance to be carried by landlord on said premises, or the building in which said premises are situated, resulting from the business carried on in the leased premises by the Tenant's, whether or not Landlord has consented to same.

Tenant's at its own expense shall procure, carry and maintain on all operations hereunder insurance in carriers rated A- or better as follows:

(A) Workers compensation and employer's liability insurance which shall have limits of not less than the statutory limits for any one occurrence.

(B) Comprehensive general liability insurance with policy limits of not less than $1,000,000 as to each Occurrence for Bodily Injury, Personal Injury and Property Damage coverage and a general Aggregate of $2,000,000. Such policy shall specify as additional insured the Landlord.

(C) Plate glass insurance covering all plates in the premises occupied by the Tenant.

(D) Property coverage on all personal property owned or used by the Tenant, includes fixtures, stock and equipment.

(E) Business Interruption Insurance.

All policies or evidence of such policies shall be delivered to the Landlord and Tenant's shall obtain a written obligation on the part of the insurance company to notify Landlord in writing at least 10 days prior to any cancellation thereof.

Tenant's agrees that such policy or policies of insurance shall contain a waiver of subrogation clause as to Landlord and Tenant's waives releases and discharges Landlord from all claims or demands whatsoever which Tenant's may have or acquire arising out of damage to or destruction of the machinery, equipment, furniture, fixtures, personal property, and business of Tenant's occasioned by fire or other cause, whether such claim or demand may arise because of the negligence or fault of Landlord, its agents, employees subcontractors, or otherwise, and Tenant's agrees to look to the insurance coverage only in the event of such loss. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

Tenant's agrees that Landlord may, in the event Tenant's does not take out such insurance or keep the same in force and effect, take out the necessary insurance and pay the premium therefore, and Tenant's shall repay the Landlord the amount so paid as premium and the repayment thereof shall be deemed to be additional rent and payable as such on the first of the next succeeding month. Tenant's shall take out and maintain fire insurance covering his stock in trade, furniture and fixtures in an amount equal to the full insurance value thereof.

ARTICLE 14: OTHER PAYMENTS BY TENANT

In addition to rental, Tenant's shall pay to Landlord, during each lease year or partial lease year, all real estate taxes and assessments levied and assessed for any such year upon the premises and the underlying realty, and the cost to Landlord of insurance maintained by Landlord under Article 13 hereof for any such

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lease year. For any partial lease year such amount shall be prorated. Payment shall be made by Tenant's in the following manner:

(i) Beginning on the date minimum rent commences and thereafter on the first day of each calendar month of the term of this Lease, Tenant's shall pay to Landlord, along with the minimum rent, an estimated pro-rata share of leased and occupied space of such costs computed by applying the rate of .115 cents per square foot of floor area of the premises. Landlord shall have the right to adjust said estimate at the end of any calendar quarter on the basis of later tax information based upon, Landlord's experience and reasonably anticipated costs.

(ii) Within ninety (90) days following the end of the calendar year, Landlord shall furnish Tenant's a statement certified as correct by an authorized representative of the Landlord setting forth the amount of real estate tax and assessments and insurance cost and showing in reasonable detail the manner in which Tenant's pro rata share thereof has been computed and the payment made by Tenant's during such previous calendar year as required in subparagraph (i).

Tenant's shall pay prior to delinquency all taxes levied upon trade, fixtures, furnishing, equipment and all other real or personal property of Tenant's contained in the leased premises.

Tenant's shall pay to Landlord, in addition to and along with the minimum monthly rental otherwise payable hereunder, any excise, transaction, sales or privilege tax now or hereafter imposed by any government or agency upon Landlord and attributed to or measured by rent or pro-rations payable by Tenant's.

In the event the real property taxes are withdrawn, changed or modified in whole or in part and any assessments, taxes, fees, levies or charges are imposed as a substitute for, or otherwise in lieu of increases in said real property taxes, so as to pay for governmental service formerly provided without separate charge to property owners or occupants, fire protection, sidewalk and street maintenance, sewer service or refuse collection and removal, the same shall be considered "real property taxes" for purposes of this Lease regardless of how denominated or the source from which they are imposed or collected. The term "real property taxes" shall also include all expenses reasonably incurred by Landlord in seeking reduction by the taxing authorities of real property taxes applicable to the Shopping Center.

ARTICLE 15: HOLD HARMLESS

(A) Landlord shall be free from all liabilities and claims for damages by reason of any injury or death of any person or persons, including but not limited to Tenant's and any of its officers, employees, agents, customers and invitees, or by reason of any damage to persons or to property of any kind whatsoever and to whomsoever belonging, including but not limited to, Tenant's, from any cause or causes whatsoever while in, upon or in any way connected with the Shopping Center the leased premises or the sidewalks, roadways, adjacent thereto, during the term of this Lease or any extension or renewal hereof or any occupancy hereunder, including the period of vacation by Tenant's upon the expiration or termination of this Lease, and Tenant's hereby agrees to indemnify and save harmless Landlord from all liability, damage, loss cost and obligation, including court costs and attorneys fees, regardless of whether litigation is instituted or contested on account or arising out of or alleged to have out of, directly or indirectly any such injuries, death or losses, however occurring, except when Landlord or agent, thereof, is legally determined to be negligent.

(B) Tenant's shall keep the leased premises and the improvements thereon at all times during the term hereof free of mechanic's and materialmen's liens and other liens of like nature, other than liens created and claimed by reasons of any work done by or at the instigation of Landlord, and at all times shall fully protect and indemnify Landlord against all such liens or claims and against all attorney's fees regardless of whether litigation was instituted or contested, and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Tenant's fail fully to

discharge any such lien or claim within thirty (30) days, Landlord, at its option, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of said lien or claim. All amounts so paid by the Landlord, together with interest thereon at the rate of twelve percent (12%) per annum from the time of payment by Landlord until repayment by Tenant's, shall be paid by Tenant's upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

ARTICLE 16: ASSIGNMENT AND SUBLETTING

Tenant's shall not either voluntarily or by operation of law, assign, sell, encumber, pledge, hypothecate or otherwise transfer all or any part of Tenant's leasehold interest hereunder, or permit the premises to be occupied by anyone other than Tenant's or Tenant's employees, or sublet the premises or any portion thereof, without obtaining, in each such instance, Landlord's prior written consent. Any such assignment or other transfer or subletting shall be subject in each instance to the recapture option of Landlord set forth herein, Landlord's consent shall not be unreasonably withheld, provided that, the occupancy resulting therefrom will not violate any rights theretofore given to any other tenant of the Shopping Center and that substantially the same type class, nature and quality of business, merchandise, services, management and financial soundness of ownership is maintained and will continue to be furnished in a manner compatible with the high standards contemplated by this Lease and provided further, that none of the covenants, conditions or obligations imposed upon Tenant's by this Lease, or any of the rights, remedies or benefits afforded Landlord by this Lease are thereby impaired or diminished. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the premises shall not operate to exhaust Landlord's rights under this Article. The voluntary or other surrender of this Lease by Tenant's or a mutual cancellation hereof shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or sub-tenancies, or shall operate as an assignment to Landlord of such subleases or sub-tenancies. If Tenant's is a corporation or is an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) shall be deemed an assignment within the meaning and provisions of this Article and shall not be deemed to be a consent to any other future assignment or subletting. Tenant's agrees to reimburse Landlord for Landlord's reasonable costs and attorneys' fee(s) incurred in conjunction with the processing and documentation of any such requested assignment, subletting, transfer, change of ownership or hypothecation of this Lease or Tenant's interest in and to the premises.

If Tenant's desires at any time to assign this Lease or to sublet the premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord (1) the name of the proposed subtenant or assignee; (2) the nature of the proposed subtenant's or assignee's business to be carried on in the premises; (3) the terms and provisions of the proposed sublease or assignment; and (4) such reasonable financial information as Landlord may request concerning the proposed subtenant or assignee. Any request for Landlord's approval of a sublease or assignment shall be accompanied with a check in such reasonable amount as Landlord shall advise for the cost of review and/or preparation of any documents relating to such proposed transfer.

At any time within fifteen (15) days after Landlord's receipt of the information specified above, Landlord may by written notice to Tenant's, elect to either (1) sublease the premises or the portion thereof as shall be specified in said notice for its own account upon the same terms as those offered to the proposed subtenant or assignee, as the case may be; or (2) terminate this Lease as to the portion (including all) of the premises so proposed to be subleased or assigned with a proportionate abatement in the rent payable hereunder. If Landlord does not exercise either of these options within said fifteen-day period, Tenant's may thereafter within ninety (90) days after the expiration of said fifteen-day period enter into a valid assignment or sublease of the premises or portion thereof, upon the terms and conditions described in the information required to be furnished by Tenant's to Landlord hereunder, or other terms not less favorable to the parties, subject, however, to Landlord's consent as herein provided; however, and notwithstanding anything to the contrary expressed in the Lease, minimum rent shall, effective with any such assignment or sublease, be increased to an amount equal to the total of the minimum rent plus the amount of percentage rent paid or payable by Tenant's for the immediately preceding lease year.

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No subletting or assignment, including subsequent subletting or assignments even with the consent of Landlord, shall relieve any original or subsequent Tenant's of its obligation to pay the rent and perform all the other obligations to be performed by Tenant's hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting.

ARTICLE 17: SUBORDINATION AND TRANSFER OF LANDLORD'S INTEREST

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises, and on the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. Tenant's covenants and agrees to execute and deliver promptly and within ninety-five (95) days of demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord or any mortgage or proposed mortgages. As used in this Article, the term mortgage shall include deeds of trust and any and all other forms of evidencing and encumbrance upon all or any portion of the Shopping Center at issue.

In the event Landlord transfers its interest in the premises (other than a transfer for security purposes only) Landlord shall be relieved of all obligations accruing hereunder after the effective date of such transfer, including, but not limited to, the return of security deposits or other funds held by Landlord, provided that such obligations have been expressly assumed in writing by the transferee. Tenant's agrees to attorn to the transferee or purchaser.

Landlord reserves the right to give to Tenant a written notice requesting that Tenant's, within ten (10) days execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this subparagraph may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgage of the premises.

ARTICLE 18: EMINENT DOMAIN

(A) If substantially all of the premises hereby leased shall be taken for public or quasi-public use by the public or quasi-public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance.

(B) If more than one-third of the leased premises shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain, Tenant's shall have the right to terminate this Lease, or subject to Landlord's right of termination as hereinafter in this Article set forth, to continue in possession of the remainder of the leased premises and Tenant's shall notify Landlord in writing, within ten (10) days after such taking of Tenant's election. In the event Tenant's elects to remain in possession, all of the terms herein provided shall continue in effect, except that the minimum rent shall be reduced in proportion to the amount of the premises taken and Landlord shall at its own cost and expense make all necessary repairs or alterations to the basic building, store front and interior work in accordance with Exhibit "C" so as to constitute the remaining premises as a complete architectural unit. If more than one-third of the leased premises shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain and if the un-expired portion of the term of this Lease shall be three (3) years or less at the date of taking of any portion of the leased premises, Landlord may, by written notice to Tenant's delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

(C) All damages awarded for taking under the power of eminent domain, whether for this whole part of a portion of the leased premises, shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or the fee for the

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premises; provided, however, that Landlord shall not be entitled to any award made to Tenant's for loss of business, depreciation to, and cost of removal of stock and fixtures.

(D) The term "eminent domain" shall include the exercise of any similar governmental power with or without litigation, and any purchase or other acquisition or transfer by agreement in lieu of condemnation.

ARTICLE 19: DAMAGE

(A) In case the leased premises shall be partially or totally destroyed by fire, or other casualty insured under full standard extended risk insurance, so as to become partially or totally untenantable, the same, unless Landlord shall elect not to rebuild as hereinafter provided shall be repaired as speedily as possible, at the cost of Landlord, and unless such destruction was wholly or partially caused by the negligence or breach of the terms of this Lease by Tenant's, its employees licensees, subtenant, concessionaires, agents or contractors, a just and proportionate part of the minimum rent shall be abated until so repaired. If the destruction or damage was wholly or partially caused by negligence or breach of the terms of the Lease as aforesaid and if Landlord shall elect to rebuild, the rent payable for the period beginning with the date of the damage and ending with the date of completion of all reconstruction and all repairs shall be at a rate not less than the greater of (1) the minimum rent or (2) the average percentage rent paid yearly for the three full lease years immediately preceding the date of the damage, or such portion of that period as shall have elapsed between the beginning of the term and the date of the damage.

(B) If more than one third of the leased premises shall be destroyed or damaged by fire or other casualty, so as to become wholly un-tenantable or if the un-expired portion of the term of this Lease shall be three (3) years or less at the date of the damage, regardless of extent, then Landlord may elect not to repair or rebuild by giving notice in writing terminating this Lease; otherwise Landlord shall, within thirty (30) days after such damage, give Tenant notice of its intention to repair or rebuild and shall proceed with reasonable speed. The obligation of Landlord hereunder and under Paragraph (A) of this Article shall be limited to Landlord's work as set forth in Exhibit "C".

(C) Unless the parties shall otherwise agree in writing, Landlord shall have no interest in the proceeds of any insurance carried by Tenant's and Tenant's shall have no interest in the proceeds of any insurance carried by Landlord.

(D) Landlord's obligation (should it elect or be obligated to repair or rebuild) shall be limited to replace the basic building, store front and original interior work as covered by Description of Owner's Work, attached hereto, and Tenant's shall forthwith complete restoration of the premises to its condition immediately prior to the destruction and replace or fully repair all exterior signs, trade fixtures, equipment, display cases and other installations installed by Tenant's at its expense.

ARTICLE 20: REMEDIES

(A) Neither this Lease nor any interest therein shall be assignable or transferable by operation of law and in the event a proceeding under the Bankruptcy Act, or any amendment thereto, be commenced by or against Tenant's (or a partner thereof) or in the event Tenant's (or a partner thereof) be adjudged insolvent or make an assignment for the benefit of his creditors, or if a Writ of Execution be levied on the business of Tenant's conducted, or the assets thereof situated in the leased premises or on the leasehold estate created hereby, be not discharged within five (5) days thereafter, this Lease, at the option of Landlord shall immediately cease and terminate and shall in no way be treated as an asset of Tenant's after the exercise of the aforesaid option, and Landlord shall have the right, after the exercise of aforesaid option, to forthwith enter and repossess said premises.

(B) If Tenant's shall fail to pay any part of the rent herein stated or any other sum required by him to be paid to Landlord, at the times or in the manner provided, and said sum remains unpaid for more than seven (7) days after Landlord has furnished written notice to Tenant's that the same is due and payable,

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or if default shall be made in any other covenants or conditions agreed to be performed by Tenant's and such failure or default shall continue for a period of seven (7) days after written notice of such violation or default, such failure or default shall, at the option of the Landlord, work a termination of this Lease to the same effect and with all the legal incidents as if the term hereof had expired, and it shall be lawful for Landlord, its agents or representatives, to enter the leased premises and remove all persons therefrom and repossess the leased premises, or Landlord may let or re-let said premises in whole or in part, altering, or changing or subdividing (at the cost of Tenant's) the same as in its unqualified judgement may accomplish the best results (with or without terminating this Lease) at such rent and upon such terms and for such length of time, whether greater or less than the un-expired portion of the term of this Lease, as Landlord may see fit; and Tenant's shall be liable not Landlord for any deficiency between the rent procured by Landlord after deducting therefrom the cost of such letting or re-letting, and the rent herein stated for a period or periods identified with the period of such letting or re-letting, including each month a sum of money equal to the average monthly rent paid by Tenant's to Landlord under the percentage rent provisions hereof, computed as in this Lease provided for the twelve (12) month period immediately preceding the date of such re-entry (or if Tenant's shall not have occupied the premises for a period of twelve (12) months prior to the date of such re-entry, then for the total period immediately preceding the date of such re-entry) and Landlord may institute action upon effecting any re-letting, monthly or at such greater intervals as it may deem fit, and Tenant's agrees to pay such deficiency unto Landlord from time to time when called upon by Landlord so to do, and should this Lease not be terminated, Landlord may notwithstanding such letting or re-letting at any time thereafter, elect to terminate it, except as to any right or remedy given granted to Landlord prior thereto. All monetary defaults will bear interest at eighteen percent (18%) per annum on the unpaid balance from when they were due.

(C) If Landlord is involuntarily made a defendant to any litigation concerning this Lease or the leased premises or the premises of which the leased premises form a part by reason of any act or omission of Tenant's and not because of any act or omission of Landlord, the Tenant's shall hold Landlord harmless from all liabilities by reason thereof including reasonable attorney's fees incurred by Landlord in employing one or more attorneys of its choice and all costs incurred by Landlord in such litigation. If Landlord employs counsel or incurs expenses of any nature to enforce any of the terms or conditions of this Lease breached by Tenant's, Tenant's hereby agrees to reimburse Landlord immediately upon demand for any such expenses incurred, regardless of whether or not a lawsuit is filed or contested.

(D) In the event of any default under this Lease by Landlord, Tenant's, before exercising any rights that it may have at law to cancel this Lease, shall give written notice of such default to Landlord and shall offer Landlord a reasonable period of time to correct and cure the default. Tenant's also agrees to give the holder of any mortgages or Deeds of Trust ("Mortgagees") by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant's has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of addresses of such Mortgagees. Tenant's further agrees that if Landlord shall have failed to cure such default within the reasonable time period specified in Tenant's written notice to Landlord, then the Mortgagees shall have an additional thirty (30) days within which to cure such default or if such default can not be cured within that time, then such additional time as may be necessary within such thirty (30) days Landlord or any Mortgagee has commenced and it is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to affect such cure) this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE 21: <u>SURRENDER</u>

On the last day of the term hereby created or on the sooner termination thereof, Tenant's shall peaceably surrender the leased premises in good order, condition and repair, broom clean; fire and other unavoidable casualty and reasonable wear and tear only excepted. On or before the last day of the term hereby created or on the sooner termination thereof, Tenant's, shall at its expense, remove its trade fixtures and signs from the leased premises and repair all damage caused by or remaining after said removal. Any property not removed shall be deemed abandoned. All alterations, additions, improvements and fixtures (other than Tenant's trade fixtures, and signs) which shall have been made or installed by either Landlord or Tenant's

upon the leased premises and all hard surface bonded or adhesively affixed flooring shall, without charge, remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. If the leased premises be not surrendered on the last day of the term hereby created or on the sooner termination thereof, Tenant's shall indemnify Landlord against loss or liability resulting from delay by Tenant's in so surrendering the premises, including, without limitation, claims made by any succeeding tenant founded on such delay. Tenant's shall promptly surrender all keys for the leased premises at the place then fixed for payment of rent and shall inform Landlord of combinations on any locks and safes on the leased premises.

ARTICLE 22: HOLDING OVER

If Tenant's remains in possession of the leased premises after the expiration or termination of the term hereby created, Tenant's shall become a tenant on a month-to-month basis at the monthly minimum rent set forth herein below, payable in advance on the first day of each and every month, and upon all of the terms and conditions herein specified including the provisions relative to percentage rent. During any hold over period the minimum rent payable on account thereof shall be equal to 150% of the minimum rent in effect upon the date of expiration of the term hereof.

ARTICLE 23: CONSENT BY LANDLORD

Whenever under this Lease provisions are made for Tenant's to secure the written consent or approval by Landlord, such consent or approval shall be in writing and shall not be unreasonably withheld. No consent given shall be deemed to be a consent to any future act done by Tenant's, regardless of similarity, unless so specified in Landlord's written consent or approval.

ARTICLE 24: NON-LIABILITY

Landlord shall not be liable to Tenant's, its concessionaires or subtenants, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building or Shopping Center of which the leased premises are a part or any persons transacting any business in the Shopping Center or present in the Shopping Center for any other purpose. Landlord shall not be liable to Tenant's, its concessionaires or subtenants for any loss or damage resulting from or occasioned by electricity, plumbing, water, gas, sewage system, sprinkler or other pipes or by the bursting, running, leaking, or overflowing of any water, gas, sewer, sprinkler or steam pipes or plumbing fixtures or from any failure of or defect in any electric line, circuit or facility, or for any damage occasioned by water coming into the leased premises from any source. Tenant's agrees to look solely to Landlord's interest in the Shopping Center for the recovery of any judgement from Landlord, it being agreed that Landlord, or if Landlord is a partnership, its partners whether general or limited, or if Landlord is a corporation, its directors, officers or shareholders, shall never be personally liable for any such judgement.

ARTICLE 25: LANDLORD'S LIEN

Landlord shall have and is hereby granted a security interest and a first lien for the payment of the stated rent and any other sums due hereunder upon all inventory, equipment and any other type of personal property of Tenant's which may now be or which may hereafter be placed upon the leased premises. Tenant's hereby agrees to execute one or more Chattel Security Agreements and Uniform Commercial Code, Financing Statements at the request of landlord evidencing the Lien described herein above.

ARTICLE 26: RELOCATION

Landlord shall have the right to relocate the Premises to another part of the Center in accordance with the following: (a) The new Premises shall be substantially the same in size, décor and nature as the Premises described in this Lease and shall be placed in that condition by Landlord at its cost, (b) the physical relocation of the Premises shall be accomplished by Landlord at its cost, (c) Landlord shall give Tenant's at least 30 days' notice of Landlords intention to relocate the Premises, (d) Landlord shall diligently pursue

the relocation of the Premises, and Minimum Annual Rent and all other sums and charges payable under this Lease shall abate during the period of such relocation, (e) all incidental costs incurred by Tenant's as a result of the relocation including, without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising and other such items shall be paid by Landlord in a sum not to exceed $1,000, (F) Landlord shall not have the right to relocate the Premises more than two times during the Lease Term, (g) If the Floor Area of the relocated Premises differs from that of the Premises as they existed before the relocation, Minimum Annual Rent shall be adjusted to a sum computed by multiplying the Minimum Annual Rent by a fraction, the numerator of which shall be the total number of square feet of Floor Area in the relocated Premises and the denominator of which shall be the total number of square feet of Floor Area in the Premises before relocation, and (h) the parties shall immediately execute an Amendment to this lease specifying the relocation of the Premises and the adjustment of Minimum Annual Rent, if any.

ARTICLE 27: SECURITY DEPOSIT

Tenant's has deposited with landlord the sum of Twenty Thousand Dollars ($20,000.00) as "Security Deposit", receipt of which is hereby acknowledged. Said deposit shall be held by Landlord without liability for interest as security for the faithful performance by Tenant's of all the terms of this Lease. Landlord shall have the right to co-mingle said security deposit with its other funds.

If any of the rent or any other sum payable by Tenant's should be overdue and unpaid or if Landlord should make payments on behalf of Tenant's, or if Tenant's should fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy appropriately apply said deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rent or additional charges or loss or damage sustained by Landlord due to such breach on the part of Tenant's and Tenant's shall upon demand restore said security to the original sum deposited within seven (7) days of written notice. Should Tenant's comply with all of the terms of this Lease, said deposit or any balance thereof shall be returned to Tenant's or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease within thirty (30) days after expiration of Lease in the condition required by this lease provided Landlord and Tenant's completed a walk through with the utilities on so as to verify condition of electrical fixtures, air conditioning and heating system.

Tenant's must notify Landlord, in writing, at least ninety (90) days (3 months) prior to the ending date of the Lease of Tenants desire not to renew this Lease. Failure of Tenant's to notify Landlord, in writing, Landlord will withhold Security Deposit as compensations for damages.

ARTICLE 28: NOTICES

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail to Tenant's at the address of the leased premises and to Landlord at the address then fixed for the payment of rent, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent.

ARTICLE 29: FINANCIAL STATEMENT

If Landlord, in its discretion, feels that financial statements are necessary in the event of any proposed sale or mortgage of the property of which the leased premises form a part, or refinancing, or for any other legitimate reason, Tenant's shall furnish Landlord with financial statements of Tenant's and each concessionaire and subtenant showing assets and liabilities and profit and loss statements for the period designated by Landlord, which said statements shall be certified to be certified public accountants or other accountants satisfactory to Landlord. In the event of a proposed sale, mortgage or refinancing of the property of which the leased premises form a part, Tenant's agrees to execute such documents as may be pertinent to such sale, mortgage or refinancing.

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ARTICLE 30: GENERAL

The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

(A) The sole relationship between Landlord and Tenant's created hereby is that of Landlord and Tenant's.

(B) The words " Landlord" and " Tenants", as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine.

(C) Each term and each provision of this Lease performable by Tenant's shall be construed to be both a covenant and a condition.

(D) The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant's.

(E) The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of an obligation hereunder by Tenant's other than the failure to pay the particular rent so accepted.

(F) Time is of the essence of this Lease and every term, condition, covenant and provision.

(G) Landlord and Tenant's agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way effect any other term, covenant or condition herein contained.

(H) The waiver of any breach of any covenant, term or condition by Landlord herein shall not constitute a waiver of any other breach regardless of knowledge thereof.

(I) No covenant, term or condition of this Lease shall be waived except by written consent of the Landlord and the forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed.

(J) No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the leased premises, unless so specified in writing delivered by Landlord to Tenant's.

(K) The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the leased premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and by Tenant's.

(L) The marginal or topical headings of the several articles and paragraphs are for convenience only and do not define, limit or construe the contents of such articles or paragraphs.

(M) All preliminary negotiations including the Pre-lease Agreement, if any, attached hereto as Exhibit "C" and made a part hereof, are merged into and incorporated in this Lease. In the event of a conflict between the terms and conditions of this Lease and any capitalized Pre-lease Agreement, the terms of this Lease shall be controlling.

(N) The laws of the State of Arizona shall govern the validity, performance and enforcement of this Lease.

(O) Tenant's use of the common areas shall be subject to all easements and encumbrances of record, including but not limited to the Declaration of Restrictions and Grant of Easements, recorded at Docket 14370, pages 413-430, in the office of Maricopa County Recorder, Arizona, which Declaration provides for reciprocal access and parking rights.

'14 MAY 15 Liq. Lic. PM 1:44

(P) If Tenant's is a corporation, it shall furnish to Landlord promptly upon demand, a corporate resolution, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant's to enter into this Lease. In the event there is more than one Tenant's the obligation to be performed shall be joint and several.

'14 MAY 15 Liq. Lic. PM 1:44

IN WITNESS WHEREOF, the parties hereto have set their hands the day and Year first above written.

ARROWHEAD PROPERTIES, L.L.C,
an Arizona Limited Liability Company.
Landlord

[redacted]

Peter R. Phillips, Manager Date 4/24/14

RAMZI ODESHO, A SINGLE MAN
NABEEL DANIAL AND ELEEN SHAMOEEL, HUSBAND AND WIFE

[redacted] 4/21/14

Ramzi Odesho, Tenant Date

[redacted] 4/21/14

Nabeel Danial, Tenant Date

[redacted] 4/21/14

Eleen Shamoeel, Tenant Date

Landlord Address:

Arrowhead Properties
1540 E. Maryland Avenue
Suite 205
Phoenix, AZ 85014

Tenant Address:

_____
_____
_____
_____

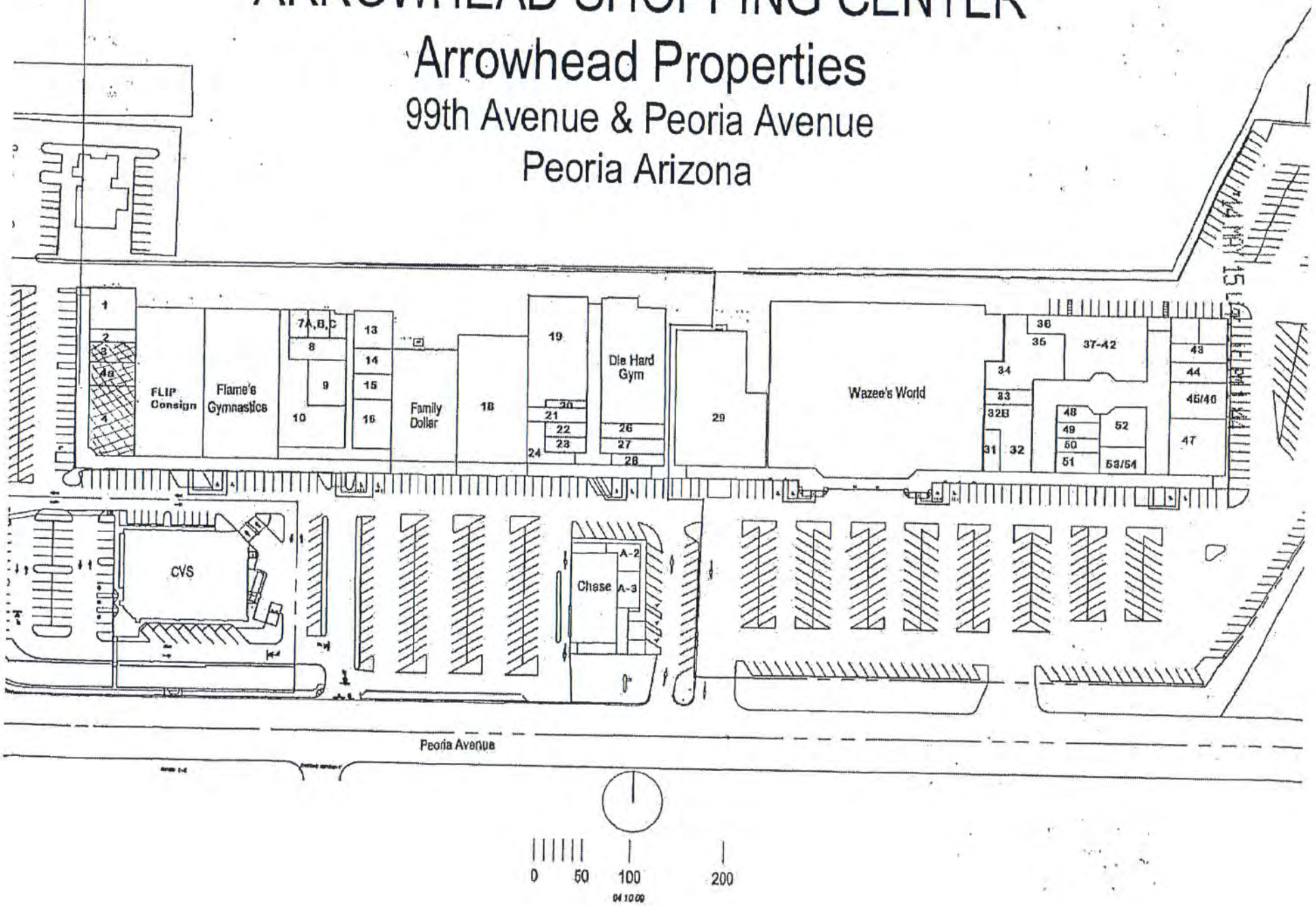
EXHIBIT A 6,300 sq. ft.

ARROWHEAD SHOPPING CENTER

Arrowhead Properties

99th Avenue & Peoria Avenue

Peoria Arizona



SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, and 8.***

☒ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

'14 MAY 15 Liq. Lic. PM 1:44

1. Name of Corporation/L.L.C.: NINEVEH RNB, LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 5/5/2014 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1923773-0 Date authorized to do business in AZ: 5/6/2014
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
ODESHO	RAMZI	ISAAC	MANAGER	530 E. MCDOWELL RD. 107-241	PHOENIX, AZ 85004
DANIAL	NABEEL	Y.	MANAGER	530 E. MCDOWELL RD. 107-241	PHOENIX, AZ 85004
BAYTON	BAYTON	HIRMES	MANAGER	530 E. MCDOWELL RD. 107-241	PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
ODESHO	RAMZI	ISAAC	33 1/3	530 E. MCDOWELL RD. 107-241	PHOENIX, AZ 85004
DANIAL	NABEEL	Y.	33 1/3	530 E. MCDOWELL RD. 107-241	PHOENIX, AZ 85004
BAYTON	BAYTON	HIRMES	33 1/3	530 E. MCDOWELL RD. 107-241	PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____ '14 MAY 15 Liq. Lic. PM 1:45
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____ '14 MAY 15 Liq. Lic. PM 1:45
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
   Address _____
   City, State, Zip
2. Distance to nearest church: _____ ft. Name of church _____
   Address _____
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name ARROWHEAD PROPERTIES, LLC
   Address 1540 E. MARYLAND AVE, #205 PHOENIX AZ 85014
   City, State, Zip

4a. Monthly rental/lease rate $5,155.92 What is the remaining length of the lease 5 yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? $20K or other 10 YR LEASE OPTION
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ZERO
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation. 14 MAY 15 Liq. Lic. PM 1:45

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 12079286 (exactly as it appears on license) Name RANDY D. NATIONS

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☒ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   NATIONS (Last) RANDY (First) D. (Middle) and license #: 12079286

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   [redacted]
   applicant's signature

   As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

   [redacted]
   applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
   If yes, what is your estimated opening date? _____ month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

[redacted]
applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consume dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

DIAGRAM ATTACHED

'14 MAY 15 Liq. Lic. PM 1:45

SECTION 16 Signature Block

I, THERESA JUNE MORSE, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(Signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15 of May, 2014

[redacted]

My commission expires on : 12-2-16
Day Month Year

SELENA MARIE GONZALES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 12, 2016

'12 SEP 27 Liqr. Lic. PM 3:19

'14 MAY 15 Liqr. Lic. PM 1:45

Finish Schedule

	ROOM NAME	FLOOR	WALL	CEILING
101	Dining/Pick-up	VCT	Painted	2x4 Existing
102	Hall	VCT	Painted	G.W.B. Existing
103	Women	VCT	Epoxy painted	G.W.B.
104	Men	VCT Existing	Existing Painted	G.W.B. Existing
105	Cook Counter	VCT	Epoxy painted	2x4 New Mylar
106	Bedroom	VCT	Epoxy painted	2x4 Existing
107	Office	VCT	Painted	2x4 Existing

Door Schedule

HINGES: McKINNEY MTA2731
LOCK AND LEVERS: SARGENT #622S
CLOSER: SARGENT #431-0-OA

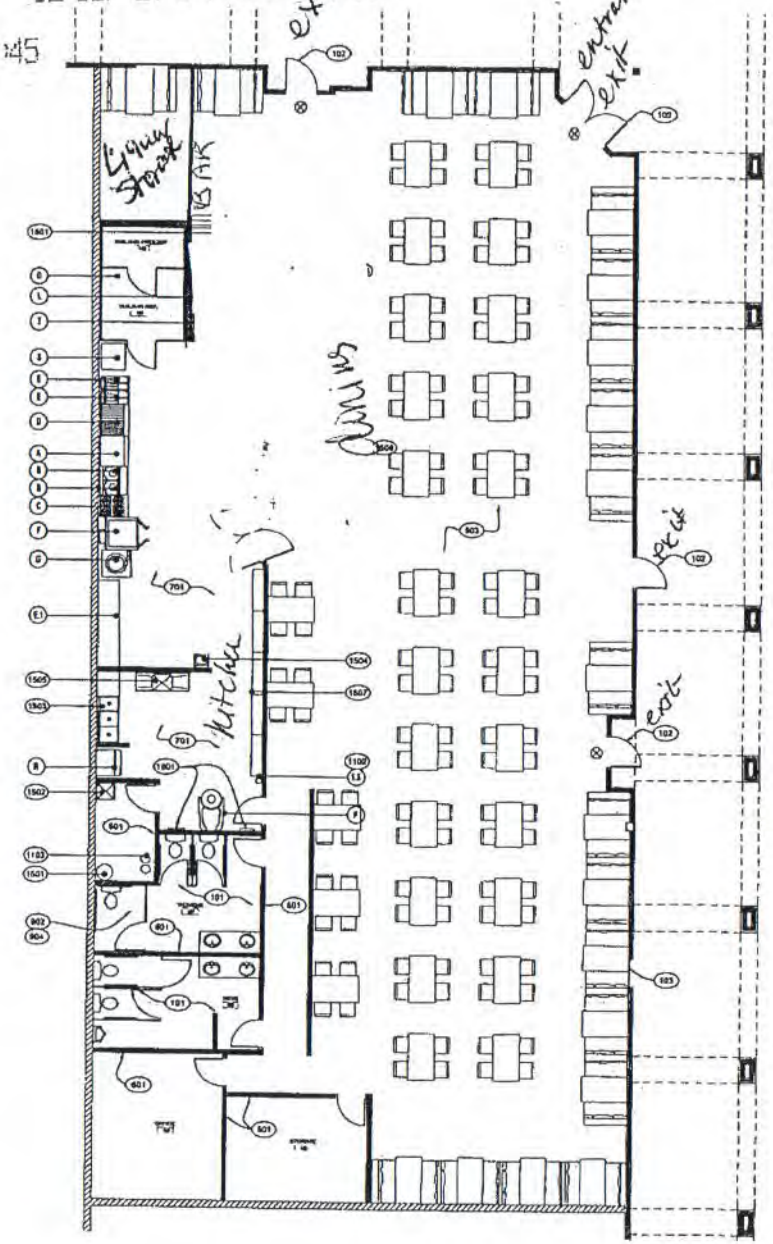
	SIZE (W x H)	TYPE	FRAME	HDWR.	NOTES
104	3'-0" x 7'-0"	A	HM	1	
105	3'-0" x 7'-0"	B	HM	2	
106	3'-0" x 7'-0"	A	HM	3	Existing
107	3'-0" x 7'-0"	A	HM	3	Existing

DOOR TYPE
A - Solid Core Wood
B - Solid Core Wood w/ Temp. Glass Lite

HARDWARE TYPE
1 - Passage Set
2 - Keyed Lock Set
3 - Keyed Lock Set with Closer

Equipment List

ITEM	QTY	DESCRIPTION	MAKE	MODEL	NOTES
A	1	Grinds - Counter Unit	Kelvinator	[illegible]	66,000 BTU / 36" x 28"
B	2	Vented Gas Broiler	Star-Max	[illegible]	30,000 BTU / 48" x 24"
C	1	4 Burner Range	Southbend	[illegible]	147,000 BTU / 24" x 30"
D	1	Char Broiler - Counter Unit	Keltonna	[illegible]	90,000 BTU / 36" x 30"
E	2	Fryer	Pitco	[illegible]	90,000 BTU / 18" x 36"
F	2	Convection oven	Blodgett	[illegible]	140,000 BTU / 34" x 32" 120V/1P 3A
G	1	Pizzaiolo oven	South Bend	-	36,000 BTU / 24" x 27"
H	1	Exhaust Hood	Vent-mfg	-	See Kitchen Hood Schedule M0.1
I	1	Steam Table	Carts of Colorado	custom	208/1ØV1 50Amps
J	2	Cold Prep table	TRUE	[illegible]	2OR 115V/60/1P 6.5A 1/3hp
L	1	Mug Refrigerator	TRUE	[illegible]	1OR 115V/60/1P 5.5A 1/3hp
M	1	Reach in refrigerator	TRUE	[illegible]	1OR 115V/60/1P 5.5A 1/3hp
N	1	Under Counter Refrigerator	Turbo Air	[illegible]	1OR 115V/60/1P 5.5A 1/3hp
O	1	Walk in Cooler	Cold Locker	Owner Supplied	208V/60/1P 8.5A 3/4hp
P	1	86 Quart Mixer	Globe	[illegible]	208/60/3
R	1	Ice machine	[illegible]	[illegible]	208/60/1
S	1	Warming drawers		[illegible]	112V/60/1P 13.8A
T	1	Soda Dispenser	-	Supplier	115V/60/1P 4.5A
E.1	1	Prep Table	Eagle	[illegible]	3.5 / 30" x
E.2	1	Work Table	Eagle	[illegible]	3.5 / 24" x
E.3	3	Wire Shelving	Advance Tabco	-	18" x 72"
E.4	1	Cash Register	-	-	by Tenant
E.5	1	Fire Extinguisher	-	2A10BC	Wall Mounted
E.6	1	Fire Extinguisher	-	"K" Rated Kitchen	Wall Mounted



Floor Plan .1

Plan Keynotes

101 Existing accessible restrooms to remain.
102 Existing exit door.
103 Close door, not an exit.
104 See sheets M0.1 & E0.1 for more information
601 Existing framed wall with GWB both sides detail 3/A0.4 & 3/A0.4.

602 New framed wall with GWB both sides detail 3/A0.4.
603 New partial height wall (+42" AFF)
701 VCT tile with 4" base.
801 New laminate counter by Owner.
901 Pre formed counter top.

902 Provide 4' FRP panels at mop/pan, sinks, and mop sink over water resistant GWB.
903 Existing 2 x 4 grid ceiling.
904 Existing GWB ceiling.
905 New 2 x 4 ceiling tile with mylar finish. Kitchen tile.
1101 Install new K-rated portable Fire Extinguisher, E.6

1102 Install new wall mounted Fire Extinguisher, E.5
1103 CO2 compressed gas cylinders (2) system with leak detection. Separate permit is required for installation.
1501 Gas water heater. (see P0.1)
1502 Mop sink. (see P0.1)
1503 Stainless steel 3 compartment sink. (see P0.1)
1504 Stainless steel hand sink. (see P0.1)

1506 Stainless steel prep sink. (see P0.1)
1508 Stainless steel bar sink
1507 New 1.2" deep shelving on pre-manufactured hardware.
1508 Casework; finish to be selected by Owner.
1509 cash register.
1901 Existing electrical panel.

Special Notes

1. Finish colors to be selected by lessee.

2. Walls within 2 feet of urinals and water closets shall have a smooth, hard, nonabsorbent surface, to a height of 4 feet above the floor, and except for structural elements, the materials used in such walls shall be of a type that is not adversely affected by moisture, per section 1210.2 2006 IBC.

3. Maintain a min. of 44" clear unobstructed emergency exit aisle toward designated exits.

4. Flame spread ratings for interior finishes not to exceed 200.

5. See Mechanical, Plumbing, & Electrical drawings for more information.

5,300 sq. ft.

SPACE
115 E. Campo Desierto Rd.
Tempe, Arizona 85281
space.group@cox.net

[redacted]

This drawing is the property of SPACE and is limited to the original use for which it was prepared. Changes, reproduction, or assigning to any third party of this drawing by any other use is not permitted without written consent of SPACE © 2012

Nineveh Restaurant

9656 W. Peoria Ave
PEORIA, AZ 85310

Date: 5.21.12
Drawn by: JCL
Checked by: D.K

Scale: As Noted

A 0.2
Plans

Job # 1219

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 33R

Date Prepared: May 20, 2014 **Council Meeting Date:** July 1, 2014

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Intergovernmental Agreements for Landfill Disposal Services and for Recyclable Processing Services between the City of Peoria and the City of Glendale

---

Purpose:
Discussion and possible action to approve two Intergovernmental Agreements (IGA) between the City of Peoria and the City of Glendale; one for Landfill Disposal Services and the second for Recyclable Processing Services.

Background/Summary:
The City of Peoria's Solid Waste program provides service to 51,000 household accounts. The City of Peoria currently has an Intergovernmental Agreement with the City of Phoenix for the sale of recycled materials and an Intergovernmental Agreement with the City of Glendale for the disposal of trash. Peoria also has a contract with Waste Management for the disposal of trash and sale of recyclables.

It is beneficial to the City of Peoria to maintain agreements with all three entities. Access to multiple locations allows greater flexibility in routing collection vehicles and maximizes efficient service delivery.

City of Glendale IGA for Landfill Disposal Services:
The City of Peoria has an existing Intergovernmental Agreement with the City of Glendale for Landfill Disposal Service which was approved on February 28, 2012. The current agreement is due for renewal on June 30, 2014. The City of Peoria and the City of Glendale have negotiated a new agreement for Landfill Services which provides for lower disposal costs (tipping fees) which are significantly lower than the current agreement. The current fee is equal to $28.00 per ton and the proposed fee (for the first two years) is $22.00 per ton.

The term of this Agreement will begin on July 1, 2014, and shall continue until June 30, 2017. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for one additional period of three years.

The proposed Landfill Tipping Fee for the next three years is listed as follows:

Tipping Fee 1-50,000 Tons	Effective Date(s)
$22.00 $22.00 $22.50	July 1, 2014 through June 30, 2015 July 1, 2015 through June 30, 2016 July 1, 2016 through June 30, 2017

Additionally, Peoria residents will have access to the Glendale Landfill for self-hauled loads. They will pay the same rates listed above. Waste tires will also be accepted for a handling fee of $3.00 per tire.

City of Glendale IGA for Recyclable Processing Services
The City of Glendale recently upgraded their recycling equipment to accept glass. This upgrade means they are capable of processing and selling all recycled material currently collected by the City of Peoria. The proposed payment to the City of Peoria for recycled material is equal to a fixed rate of $35.00 per ton. The agreement anticipates that Peoria will deliver between 7,800 and 10,000 tons of recycled material per year.

The term of this Agreement will begin on July 1, 2014, and shall continue until June 30, 2017. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for one additional period of three years.

Previous Actions:
The City of Peoria and City of Glendale, Arizona entered into a previous agreement for Solid Waste Trash Disposal on February 28, 2012 (LCON00312A).

Options:
There are various options which include:

A: The Mayor and Council could act to approve the two Intergovernmental Agreements between the City of Peoria and the City of Glendale; one for Landfill Disposal Services and the second for Recyclable Processing Services.

B: The Mayor and Council could act to approve one of the subject Intergovernmental Agreements between the City of Peoria and the City of Glendale and decline to approve the other agreement.

C: The Mayor and Council could decline to approve the two Intergovernmental Agreements between the City of Peoria and the City of Glendale; one for Landfill Disposal Services and the second for Recyclable Processing Services.

Staff's Recommendation:
Staff recommends that the Mayor and Council approve two Intergovernmental Agreements between the City of Peoria and the City of Glendale; one for Landfill Disposal Services and the second for Recyclable Processing Services.

Fiscal Analysis:
The proposed IGAs with the City of Glendale will allow Peoria to continue to dispose of trash materials at a convenient and cost effective location. It will now include the disposal for sale of recyclables. This will allow the City of Peoria to continue to efficiently deliver Solid Waste Services.

Narrative:
The Solid Waste Division continues to evaluate operational efficiencies and has been successful at reducing costs. This IGA between the City of Peoria and the City of Glendale will compliment the agreements with the City of Phoenix and with Waste Management. The combination of these agreements is beneficial to the City of Peoria and provides for maximum flexibility. These agreements allow Peoria to adapt Solid Waste routes to dispose of materials at the most convenient and cost effective location.

Exhibit(s):
Exhibit 1: Intergovernmental Agreement between the City Of Peoria and the City of Glendale for Landfill Disposal Services.
Exhibit 2: Intergovernmental Agreement between the City Of Peoria and the City of Glendale for Recycle Processing Services.

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES ("Agreement") is made and entered into on _____, 2014, between the City of Peoria, an Arizona municipal corporation ("Peoria") and the City of Glendale, an Arizona municipal corporation ("Glendale"). Peoria and Glendale are referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Peoria and Glendale intend to enter into this Agreement for Landfill Disposal Services. Peoria and Glendale are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Peoria and Glendale find it mutually beneficial for Glendale to provide landfill disposal services to Peoria.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Peoria and Glendale hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Acceptable Waste" means any solid waste, including household waste, household hazardous waste or conditionally exempt small quantity generator waste, that Glendale is authorized to dispose of in the Facility according to its ADEQ-approved solid waste management plan. "Acceptable Waste" may include: (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility); and (vi) friable and non-friable asbestos containing waste material."Acceptable Waste" does not include any Hazardous Waste, Special Waste, Medical Waste, including Biohazardous Medical Waste, and any Unacceptable Waste or any mixture, portion or fraction thereof.

"ADEQ" means the Arizona Department of Environmental Quality or any successor department or agency.

"Applicable Laws, Rules, and Regulations" means the laws, statutes, regulations and rules enacted by the federal government or any agency thereof, the state or any political subdivision thereof, affecting the permitting, operation or use of the Facility (as defined below), as such laws, statutes, regulations and rules are now in effect or as adopted subsequently.

"Contract Year" means one fiscal year period of July 1 through June 30.

"Dollars" means United States dollars.

"Facility" means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

"Fiscal Year" means the City of Glendale's calendar for a fiscal year, currently July 1 through June 30.

"Force Majeure" means any act, event, or condition having a direct, material, adverse effect on the ability of the Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

A. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.

B. The order, judgment, action, or determination of any court, administrative agency, or governmental body: (1) that adversely affects the (a) operation of the Facility, (b) the right or ability for the Facility to accept Acceptable Waste by road or (c) the right or ability of the Facility to dispose of the Acceptable Waste; or (2) resulting in the suspension, termination, interruption, denial or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Facility, or acceptance, processing, transportation, or disposal of Acceptable Waste; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of Applicable Laws, Rules and Regulations, as replaced or amended, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful or intentional action or inaction of such Party.

C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension, termination, interruption, or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.

D. The failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

"Gate Rate" means the tipping fee for Acceptable Waste charged to a non-contract vehicle using the Landfill. The Gate Rate shall include any applicable taxes, fees, or levies, as replaced or amended, that the Landfill is required to pay for waste delivered to and accepted at the Landfill.

"Hard to Handle Waste" means waste requiring special handling such as the burial in an area away from the main working face of the Landfill, the breaking up of large materials as mobile homes or pieces of concrete and spools of wire.

"Hazardous Waste" means means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, or other discarded materials, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations or from community activities which because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of or otherwise managed or any waste identified as hazardous pursuant to section 49-922. "Hazardous waste" does not include solid or dissolved material in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the federal water pollution control act (P.L. 92-500; 86 Stat. 816), as amended, or source, special nuclear or by-product material as defined by the atomic energy act of 1954 (68 Stat. 919), as amended.

"Hot Load" means any load of materials delivered to the Facility that is emitting smoke, fire or fumes, or may be in imminent danger of fire or explosion.

"Medical Waste" "Medical waste," as defined in A.R.S. § 49-701, means "any solid waste which is generated in the diagnosis, treatment or immunization of a human being or animal or in any research relating to that diagnosis, treatment or immunization, or in the production or testing of biologicals, and includes discarded drugs but does not include hazardous waste as defined in A.R.S. § 49-921 other than conditionally exempt small quantity generator waste.".

"Solid waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material, except for those solid wastes that are exempt in accordance with A.R.S. §49-701.01.

"Solid waste management plan" means the plan which is adopted pursuant to A.R.S. § 49-721 and and approved by ADEQ, which provides guidelines for the collection, source separation, storage, transportation, processing, treatment, reclamation and disposal of solid waste in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.

"Special Waste" means a solid waste as defined in section 49-701.01, other than a hazardous waste, that requires special handling and management to protect public health or the environment and that is listed in section 49-852 or in rules adopted pursuant to section 49-855. Special waste does not include return flows from irrigated agriculture, medical waste, used oil or by-products of a regulated agricultural activity, as defined in section 49-201, that are subject to best management practices under section 49-247, by-products of livestock, range livestock and poultry as defined in section 3-1201, pesticide containers regulated pursuant to title 3, chapter 2, article 6 or waste that contains radioactive materials that are subject to a permit or regulation under the atomic energy act of 1954 (42 United States Code section 2011; 68 Stat. 919), as amended, or title 30, chapter 4.

"Tipping Fee" shall mean the total rate charged and adjusted by Glendale for disposal by Peoria at the Facility, as more fully set forth in Section 3.3 of this Agreement. The Tipping Fee shall include any applicable taxes, fees, or levies, as replaced or amended, that the Facility is required to pay for waste delivered to and accepted by the Facility.

"Ton" means two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means any solid, hazardous, medical, mixed or special waste, or any portion or fraction thereof, that Glendale may not accept for disposal at the Facility. Such "Unacceptable Wastes" include, , but are not limited to: (A) explosives, radioactive materials, medical waste or infectious biohazardous waste, waste tires (excluding tires delivered by Peoria residents as per Section 2.1 b), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including motor vehicle parts, and any agricultural and farm machinery or equipment or parts thereof; (C) used oil; (D) materials that Glendale determines may present a risk to human health or safety or the environment, or may adversely affect the operation of the Facility, including, but not limited to, Hot Loads; or (E) waste not authorized for disposal at any Facility pursuant to its approved solid waste management plan.

"Waste Tires" means: (a) A tire that is no longer suitable for its original intended purpose because of wear, damage or defect; (b) A tire that is removed from a motor vehicle and is retained for further use; or (c) A tire that has been chopped or shredded.

2. Delivery of Acceptable Waste.

2.1 Acceptable Waste Delivered.

A. Peoria shall use its best efforts to ensure that all materials delivered to the Facility for disposal shall constitute only Acceptable Waste. Glendale shall have the right to refuse to accept any waste or load it suspects contains Unacceptable Waste for disposal at the Facility. Peoria will be charged the fees established in Section 3.3 below.

B. Peoria residents will be charged the established rate in Section 3.3 below for Acceptable Waste delivered in self-hauled loads to the Facility for disposal. All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The fee is subject to change at any time to reflect the market cost of Freon removal.

C. Waste Tires delivered by Peoria residents will be accepted and assessed a Waste Tire handling fee of $3.00 per tire in addition to the Tipping Fee. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. All other Waste Tires, including those form off-road vehicles, will not be accepted. Peoria residents will be limited to the delivery of five Waste Tires every 90 calendar days. This Waste Tire handling fee is subject to change at any time to reflect the Facility cost of handling.

D. Glendale may refuse to accept Acceptable Waste for disposal at the Facility if such waste is of such a quantity or character that it requires special handling procedures for disposal (Hard to Handle Waste). In the event Glendale identifies Acceptable Waste as Hard to Handle Waste, it shall notify Peoria of its decision not to accept the otherwise Acceptable Waste for disposal, or it will notify Peoria of any additional charges related to disposal of the otherwise Acceptable Watse prior to accepting it for disposal.

E. Peoria and Glendale recognize that although Waste Tires constitute Unacceptable Waste, Waste Tires may, on occasion, despite Peoria's best efforts to segregate wastes, be mixed with Acceptable Waste collected by Peoria and delivered to the

Facility for disposal. In such event, Waste Tires will be handled by the Facility. However, should the receipt and disposal of Waste Tires become a regular occurrence and unduly burdensome on the Facility, Peoria will review its waste collection or recycling procedures and attempt to eliminate Waste Tires from the materials it delivers to the Facility. If Peoria's review and any change in its waste handling or disposal procedures does not resolve the mixed waste problem, the Parties will meet and confer to develop a strategy to address the problem. Although the Parties agree to meet and confer to address this problem in good faith, nothing in this subsection prevents or interferes with Glendale's right to exercise its rights under subsection 2.1(D) above and/or Section 7 herein.

2.2 Weighing of Acceptable Waste.

A. Each vehicle delivering Acceptable Waste shall have a vehicle identification number permanently affixed and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Peoria shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Waste shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Peoria, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the Facility.

B. Glendale shall maintain the weighing devices at the Facility for the purpose ofweighing and recording the amount of Acceptable Waste delivered to the Facility. Glendale shall test and recalibrate the weighing devices at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Peoria.

C. In the event the weighing devices become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Waste delivered to the Facility on the basis of truck volume and historical data obtained through operation of the Facility. These estimates shall serve as official records for the duration of the weighing device outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than five consecutive days, and in the aggregate not more than 15 days in any 30-day period.

D. To expedite turnaround time at Facility, Peoria will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Peoria with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

2.3 Vehicle Turnaround Time. Each and every vehicle delivering Acceptable Waste to the Facility shall be able to enter the Facility, unload and exit the Facility within a period of not longer than twenty (20) minutes, with the understanding that bad weather conditions, such as heavy rain, may cause delays beyond the control of the Facility. The average period of not longer than twenty (20) minutes is based on the use of the unattended scale system and an average period of not longer than eight (8) minutes to unload the Peoria vehicles. Glendale shall provide experienced staff at the Facility to direct incoming drivers.

2.4 Delivery Vehicles. Acceptable Waste may be delivered to the Facility in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection

trucks, front-loading collection trucks, tractor-trailer vehicles, open top and closed roll-off containers, compactors, and other open or closed vehicles. The Facility shall be equipped to receive all vehicles that are lawfully used to transport Acceptable Waste.

2.5 **Hot Loads.** In the event that Glendale accepts a Hot Load from a Peoria transporter, as provided in subpargraph 2.1(D) above, Peoria agrees to pay the additional costs incurred by Glendale for the handling of that Hot Load. Such costs may include, but are not necessarily limited to, costs related to response by public safety personnel as well as cleanup and disposal costs related to the material.

2.6 **Discovery of Unacceptable Waste.** If Glendale discovers Unacceptable Waste or waste that is suspects is Unacceptable Waste received from Peoria, Glendale shall:

A. Isolate, remove and set aside that portion of the load which it determines is or may be Unacceptable Waste.

B. Notify Peoria of the discovery of Unacceptable Waste within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next business day.

C. Gather, preserve, maintain and make available to Peoria all evidence demonstrating that the Unacceptable Waste was delivered by Peoria.

D. Test or arrange to have the suspected Unacceptable Waste tested to ascertain whether that waste is Unacceptable Waste.

E. Allow Peoria to: (1) inspect such Unacceptable Waste within eight hours of notice to Peoria of the existence of such waste; and (2) test the waste and examine all other evidence gathered by Glendale within seventy-two (72) hours after the discovery of such waste. For purposes of any inspection conducted, Peoria shall have access to the Facility and/or any other site at which Unacceptable Waste is located, subject to the conditions set forth in Section 5.3 below.

2.7 **Rejection of Unacceptable Waste.** Glendale shall have the right to reject Unacceptable Waste after the load is unloaded at the Facility by giving notice to Peoria as set forth in Subsection 2.6(B) above. Unacceptable Waste shall be deemed accepted if not rejected.

2.8 **Disposal of Unacceptable Waste.** If Unacceptable Waste is discovered at the Facility and there is substantial proof that the Unacceptable Waste was delivered to the Facility by Peoria under this Agreement, Peoria shall: (a) to the extent practicable, promptly remove and properly dispose of the Unacceptable Waste; or (b) pay Glendale the actual cost for proper disposal of the Unacceptable Waste. Peoria shall also pay or reimburse Glendale for the actual cost of the inspecting, testing, characterizing and handling of the Unacceptable Waste.

2.9 **Disposal of Waste not deemed Unacceptable.** If, after inspecting and/or testing the waste, Glendale discovers the waste was Acceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Facility by Peoria, Glendale shall dispose of that waste at no additional cost to Peoria.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

A. Within ten (10) working days after the end of the preceding month, Glendale shall deliver to Peoria an electronic monthly report specifying the number of tons of waste received during the previous month and any charges for waste disposal. The report will provide a summary of the previous month's weight tickets for all waste received each day at the Facility, including transaction number, truck number, date, time, material type, net tons and total fee. Because unattended weight device will be used to record the weight of each load delivered ti the Facility for disposal by Peoria vehicles, weight tickets will be provided to drivers only upon request.

B. Any weight that has been determined by estimate as described in Section 2.2(C) above shall be noted on all records of such weight.

C. Peoria shall review each monthly report and/or billing statement and pay the fee required for tonnage delivered to the Facility during that month based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently require payment within thirty (30) days of invoice. These remittance terms may change to align with any change in business practices. Glendale must notify Peoria in writing regarding any changes to the remittance terms, and any changes will not take effect until at least ninety (90) days after the notice is provided in a manner consistent with Section 10.10 of this Agreement.

3.2 Recordkeeping, Accounting and Auditing.

A. Glendale shall keep and maintain complete and detailed records related to the delivery of Acceptable Waste and Unacceptable Waste and the basis for the invoicing under this Section including: (1) tonnage of Acceptable Waste delivered by Peoria to the Facility; and (2) quantities of Unacceptable Waste, and its ultimate disposition (*e.g.*, segregation, storage or removal for disposal in another facility) of such material including activities undertaken to characterize the waste, and the date, time, and vehicle identification of each vehicle delivering and disposing of it. Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with its performance under this Agreement in accordance with generally accepted accounting principles.

B. Peoria, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for Acceptable Waste tonnage (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or five years from the date such Accounting Records were first created, whichever comes first.

3.3 Tipping Fees.

A. The Tipping Fee for disposal services at the Facility shall be as follows:

Tipping Fee	Effective Date(s)
$22.00 $22.00 $22.50	July 1, 2014 through June 30, 2015 July 1, 2015 through June 30, 2016 July 1, 2016 through June 30, 2017

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

B. Tonnage will be tracked as trucks pass through the weighing devie and charged the appropriate Tipping Fee according to this Section.

C. As provided in Section 4.1 of this Agreement, the Tipping Fee shall be reviewed prior to any extension of the term of this Agreement. The Tipping Fee review will be conducted no later than six month prior to the termination of this Agreement, and, if the term of this Agreement is renewed or extended, Tipping Fee adjustments shall apply on the date the renewalbecomes effective.

D. The Tipping Fee may be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State, or County taxes, fees, or levies for waste accepted at the Facility.

E. Tipping Fees for acceptance of Water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility), shall be charged at thesame rate as all other Acceptable Wastes, in accordance with subsection 3.1(A) above. The sample analysis shall be conducted annually or more frequrntly, if good cause exists..

F. All appliances containing Freon and delivered by Peoria collection vehicles will be assessed a separate fee, in addition to the Tipping Fee, to cover the cost the Facility incurs for Freon removal and disposal. This fee is subject to change at any time to reflect the market cost of Freon removal and disposal.

G. A Hard to Handle Waste fee of $131.25 per ton will be charged for the special handling procedures required to address Hard to Handle. This fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

4. Term and Termination.

4.1 Term of Agreement. This Agreement shall become effective on July 1, 2014, and shall remain in effect until June 30, 2017. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for one additional term of three years,

unless terminated pursuant to Section 4.2 below. There is no automatic renewal of this Agreement. This Agreement may only be renew in a signed writing agreed upon and executed by the Parties.

4.2 Termination.

A. Notwithstanding the provisions of Section 4.1 above, Peoria may terminate this Agreement without cause at the end of any fiscal year the Agreement remains in effect upon prior written notice to Glendale. Such written notice must be received no later than April 1 of the then-current fiscal year and termination will be effective 12:00 a.m. on July 1st of the then-current fiscal year. In the event Peoria provides such notice of termination to Glendale, Peoria shall continue to pay any fees and charges, including Tipping Fees and special handline procedures fees to Hard to Handle Wastes incurred as a result of its deliver and disposal of wastes in the Facility. Peoria, however, will not be required to pay any penalty or liquidated damages for its termination of this Agreement prior to the expiration of the initial or renewal term.

B. Glendale may terminate this Agreement, at any time, with 180 calendar days written notice to Peoria. There shall be no payment associated with the termination of this Agreement by Glendale.

C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. Facility Obligations.

5.1 Operation and Maintenance of the Facility. Glendale shall operate and maintain the Facility, and perform its obligations under this Agreement, in a manner that is consistent with the terms of this Agreement and is consistent with all Applicable Laws, Rules, and Regulations, as replaced or amended.

5.2 Hours and Days of Operation. The Facility must be operational to receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m., excluding City of Glendale holidays. Alternative holiday schedules and extended hours may be established by mutual agreement of the Parties.

5.3 Right to Inspect. Peoria shall have the right to enter and inspect the Facility to observe operations during operating hours as long as: (a) such visits are conducted in a manner that does not cause unreasonable interference with operations; and (b) any person conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated Facility employee.

6. Representations and Warranties.

Glendale hereby represents and warrants to Peoria that:

A. Glendale has the full power and authority to execute and deliver this Agreement to Peoria and carry out the transactions contemplated hereby.

B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.

D. The Facility is and will remain appropriately permitted or licensed to accept the Acceptable Waste and otherwise perform as required by this Agreement.

E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

7. Indemnification.

Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Glendale further agrees to indemnify, defend and hold harmless Peoria and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of Glendale's failure to comply with all Applicable Laws, Rules, and Regulations.

8. Obligations during Force Majeure.

8.1 Notice Relating to Force Majeure. If any act or event of Force Majeure occurs which affects either Party's ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as practicable, and shall deliver to the other Party within forty-eight (48) hours after such oral notice, a written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.

8.2 Obligation of the Parties during an Event of Force Majeure. If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from performance during the existence of the Force Majeure, provided written notice was given in accordance with subsection 8.1 above. A Force Majeure for which said notice has not been properly given shall be considered an unexcused delay and may considered a breach of this Agreement. The effect(s) of said Force Majeure shall be remedied as soon as the Force Majuere has ceased, or as soon as practicable, and the Party claiming the Force Majuere shall use best efforts to eliminate and mitigate the consequences thereof.

9. Immigration Law Compliance.

9.1 Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with Arizona Revised Statutes § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under Section 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 9.1 above.

9.4 Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 9.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 9.

9.5 Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.

9.6 The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. General Provisions.

10.1 **Non-Assignment.** Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

10.2 **Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

10.3 **Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements,

discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.

10.4 **Waivers.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.

10.5 **Construction.** This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

10.6 **No Other Parties To Benefit.** This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.

10.7 **Inurement.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10.8 **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

10.9 **No Oral Modification.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.

10.10 **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (C) given to a recognized and reputable overnight delivery service, to the address set forth below; or (D) delivered by e-mail transmission to the number set forth below:

To Peoria: City of Peoria
Public Works Department
9875 N. 85th Avenue
Peoria, Arizona 85323
Attention: William Mattingly, Public Works-Utilities
Email: bill.mattingly@peoriaaz.gov

With a copy to:	City of Peoria City Attorney's Office 9875 N. 85th Avenue Peoria, Arizona 85323 Attention: Steve Kemp, City Attorney Email: steve.kemp@peoriaaz.gov
To Glendale:	City of Glendale Field Operations Department 6210 W. Myrtle Avenue, Suite 111 Glendale, Arizona 85301 Attention: Executive Public Works Director Email:
With a Copy to:	City of Glendale City Attorney's Office 5850 W. Glendale Avenue, Suite 450 Glendale, Arizona 85301 Attention: Michael Bailey, City Attorney Email: MBailey@glendaleaz.com

or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the party; (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage; (C) the following business days after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day; or (D) when received by email during the normal business hours of the recipient. If a copy of a notice is also five to a party's counselor other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counselor other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.11 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.

B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

10.12 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement and that Peoria and Glendale may contract with others to provide for services similar to those in this Agreement with respect to the Facility and the collection and delivery of Acceptable Waste.

10.13 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Peoria and Glendale, or to render either Peoria or Glendale liable for contractual or governmental obligations of the other including, without limitation,

obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

10.14 Remedies. The Parties to this Agreement, in addition to the right of terminations provided pursuant to Section 4.2 above, shall in the event of a material breach of any term of this Agreement have available all remedies provided by law or in equity for such breach, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party in connection with any dispute respecting any term of this Agreement.

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

"PEORIA"	"GLENDALE"
By: _____	By: _____
Bob Barrett, Mayor	Jerry Weiers, Mayor
ATTEST:	ATTEST:
By: _____	By: _____
Rhonda Geriminsky, City Clerk	Pamela Hanna, City Clerk

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Peoria. No opinion is expressed as to the authority of any parties, other than the City of Peoria to enter into this Agreement.

_____
Stephen M. Kemp
Peoria City Attorney

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

_____
Michael Bailey
Glendale City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GLENDALE
AND
THE CITY OF PEORIA FOR
RECYCLABLE PROCESSING SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR RECYCLABLE PROCESSING SERVICES ("Agreement") is made and entered into on _____, 2014, between the City of Glendale, an Arizona municipal corporation ("Glendale") and the City of Peoria, an Arizona municipal corporation ("Peoria"). Glendale and Peoria are referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Glendale and Peoria intend to enter into this Agreement for Recyclable Processing Services. Glendale and Peoria are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Glendale and Peoria find it mutually beneficial for Glendale to provide recyclable processing services to Peoria.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Glendale and Peoria hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Applicable Laws, Rules, and Regulations" means the laws, statutes, regulations and rules enacted by the federal government or any agency thereof, the state or any political subdivision thereof, affecting the permitting, operation or use of the Material Processing Facility ("MRF") (as defined below), as such laws, statutes, regulations and rules are now in effect or as adopted subsequently.

"Blended Rate" means the average sales price per ton for all recyclable materials processed and sold during the month.

"Contract Year" means one fiscal year period of July 1 through June 30.

"Dollars" means United States dollars.

"Fiscal Year" means the City of Glendale's calendar for a fiscal year, currently July 1 through June 30.

"Force Majeure" means any act, event, or condition having a direct, material, adverse effect on the ability of the MRF to accept or process of Recyclable Material, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an

obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

A. An act of God, such as lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation; Act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence; or Any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.

B. The order, judgment, action, or determination of any court, administrative agency, or governmental body: (1) that adversely affects the (a) operation of the Facility, (b) the right or ability for the MRF to accept Recyclable Material by road or (c) the right or ability of the MRF to accept of the Recyclable Material; or (2) resulting in the suspension, termination, interruption, denial or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Facility, or acceptance, processing, transportation, of Recyclable Material; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of Applicable Laws, Rules and Regulations, as replaced or amended, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful or intentional action or inaction of such Party.

C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension, termination, interruption, or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.

D. The failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

"Gate Rate" means the tipping fee for waste charged to a non-contract vehicle using the Landfill. The Gate Rate shall include any applicable taxes, fees, or levies, as replaced or amended, that the MRF is required to pay for waste delivered to and accepted at the Landfill. The current gate rate is $32.25 per ton.

"Hard to Handle Waste" means waste requiring special handling such as the burial in an area away from the main working face of the Landfill, the breaking up of large materials as mobile homes or pieces of concrete and spools of wire.

"Hazardous Waste" means means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, or other discarded materials, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations or from community activities which because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored,

transported, disposed of or otherwise managed or any waste identified as hazardous pursuant to section 49-922. "Hazardous waste" does not include solid or dissolved material in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the federal water pollution control act (P.L. 92-500; 86 Stat. 816), as amended, or source, special nuclear or by-product material as defined by the atomic energy act of 1954 (68 Stat. 919), as amended.

"Hot Load" means any load of materials delivered to the MRF that is emitting smoke, fire or fumes, or may be in imminent danger of fire or explosion.

"Landfill" means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

"Medical Waste" "Medical waste," as defined in A.R.S. § 49-701, means "any solid waste which is generated in the diagnosis, treatment or immunization of a human being or animal or in any research relating to that diagnosis, treatment or immunization, or in the production or testing of biologicals, and includes discarded drugs but does not include hazardous waste as defined in A.R.S. § 49-921 other than conditionally exempt small quantity generator waste."

Materials Recovery Facility ("MRF") is the City of Glendale facility that receives Recyclable Materials from households and businesses. The MRF is co-located with the Glendale Municipal Solid Waste Landfill at 11480 W. Glendale Avenue, Glendale, Arizona.

"Recovered Material" means captured and marketable Recyclable Material.

"Recyclable Material" means post-consumer materials which may be collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw materials or products. Recyclable materials that will be accepted at the Materials Recovery Facility (MRF) for processing including: (1) paper, including all office paper, copy paper, envelopes, junk mail, newspaper, advertising inserts, magazines, catalogs, NCR forms, telephone books, and brown paper bags; (2) cardboard, excluding all packing material; (3) glass, such as consumer beverage bottles and containers (4) cartons, including milk, juice and creamer containers; (5) PET #1 plastics, such as water bottles and soda bottles, HDPE Natural #2 plastics, such as milk and water jugs, and HDPE Colored #2 plastics, such as shampoo bottles and laundry detergent bottles, PVC #3 plastics, such as bottles for cooking oils, LDPE #4 plastic, such as squeezable bottles, Polypropylene #5 plastics, such as yogurt cups, water bottles, ketchup and syrup bottles, Polystyrene #6 plastic, such as disposable plates and cups, Polycarbonate #7 plastics, such as food or drink containers; (6) Steel and Tin containers, including food and vegetable cans; (7) Used Beverage Containers (UBC), such as aluminum cans; and (8) other materials which may be pre-approved and processed by the Materials Recovery Facility. Only items indentified as "Recyclable Material" will be accepted by the MRF.

"Special Waste" means a solid waste as defined in section 49-701.01, other than a hazardous waste, that requires special handling and management to protect public health or the environment and that is listed in section 49-852 or in rules adopted pursuant to section 49-855. Special waste does not include return flows from irrigated agriculture, medical waste, used oil or by-products of a regulated agricultural activity, as defined in section 49-201, that are subject to best management practices under section 49-247, by-products of livestock, range livestock and poultry as defined in section 3-1201, pesticide containers regulated pursuant to title 3, chapter 2, article 6 or waste that contains radioactive materials that are subject to a permit or regulation under the atomic energy act of 1954 (42 United States Code section 2011; 68 Stat. 919), as amended, or title 30, chapter 4.

"Tipping Fee" shall mean the total rate charged and adjusted by Glendale for disposal by Peoria at the Facility, as more fully set forth in Section 3.3 of this Agreement. The Tipping Fee shall include any applicable taxes, fees, or levies, as replaced or amended, that the MRF is required to pay for recyclable material, unacceptable recyclable material and waste delivered to and accepted by the MRF.

"Ton" means two thousand (2,000) U.S. pounds.

"Unacceptable Recyclable Material" means that portion of post consumer materials which may not be collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw materials or products. **"*Unacceptable Recyclable Materials*"** will not be processed at the MRF, and may include, but not limited to:

(i) household wastes;
(ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses);
(iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings;
(iv) small amounts of remodeling, demolition, roofing materials and other construction debris;
(v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility, as defined below); and
(vi) friable and non-friable asbestos containing waste material.

"Unacceptable Recyclable Material" also includes Hazardous Waste, Special Waste, Medical Waste, including Biohazardous Medical Waste, and any Unacceptable Waste or any mixture, portion or fraction thereof as defined herein or applicable federal or state law.

"Unacceptable Waste" means any solid, hazardous, medical, mixed or special waste, or any portion or fraction thereof, that Glendale may not accept for disposal at the Landfill or processing at the MRF. Such "Unacceptable Wastes" include, but are not limited to: (A) explosives, radioactive materials, medical waste or infectious biohazardous waste, waste tires (excluding tires delivered by Peoria residents as per Section 2.1 b), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including motor vehicle parts, and any agricultural and farm machinery or equipment or parts thereof; (C) used oil; (D) materials that Glendale determines may present a risk to human health or safety or the environment, or may adversely affect the operation of the Landfill or MRF, including, but not limited to, Hot Loads; or (E) waste not authorized for disposal at any facility pursuant to its approved solid waste management plan.

2. Delivery of Recyclable Material.

2.1 Recyclable Material Delivered.

A. Peoria shall use its best efforts to ensure that all materials delivered to the MRF shall constitute only Acceptable Recyclable Material. Glendale shall have the right to refuse to accept Unacceptable Recyclable Material at the MRF. Peoria will be charged the fees established in Section 3.3 below for acceptance of Recyclable Material for processing by the MRF.

B. Peoria and Glendale recognize that although Waste Tires constitute Unacceptable Recyclable Material, Waste Tires may, on occasion, and despite Peoria's best efforts to segregate it, be mixed with Acceptable Recyclable Material collected by Peoria and delivered to the MRF. In such event, Waste Tires will be handled by the MRF.

However, should the receipt and disposal of Waste Tires become a regular occurrence and unduly burdensome on the MRF, Peoria will review its waste collection or recycling procedures and attempt to eliminate Waste Tires from the materials it delivers to the MRF. If Peoria's review and any change in its waste handling or mixing procedure does not resolve the mixed waste problem, the Parties will meet and confer to develop a strategy to address the problem. Although the Parties agree to meet and confer to address this problem in good faith, nothing in this subsection prevents or interferes with Glendale's right to exercise its rights under subsection 2.1(D) below and/or Section 7 herein.

C. Waste Tires delivered by Peoia will be accepted and assessed a Waste Tire handling fee of $3.00 per tire in addition to the Tipping Fee. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. All other Waste Tires, including those form off-road vehicles, will not be accepted. This Waste Tire handling fee is subject to change at any time to reflect the MRF cost of handling.

D. Glendale may refuse to accept Acceptable Recyclable Material at the MRF if such waste is of such a quantity or character that it requires special handling procedures for processing Hard to Handle Waste. In the event Glendale identifies any Recyclable Material as Hard to Handle Waste, it shall notify Peoria of its decision not to accept the Recyclable Material for processing, or it will notify Peoria of any additional charges required to process the Recyclable Material prior to accepting it for processing.

2.2 Weighing of Recyclable Material.

A. Each vehicle delivering Acceptable Recyclable Material shall have a vehicle identification number permanently affixed and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Peoria shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Recyclable Material shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Peoria, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Recyclable Material to the MRF.

B. Glendale shall maintain the weighing devices at the MRF for the purpose of weighing and recording the amount of Acceptable Recyclable Material delivered to the MRF. Glendale shall test and recalibrate the weighing devices at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Peoria.

C. In the event the weighing devices become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Recyclable Material delivered to the MRF on the basis of truck volume and historical data obtained through operation of the MRF. These estimates shall serve as official records for the duration of the weighing device outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than five consecutive days, and in the aggregate not more than 15 days in any 30-day period.

D. To expedite turnaround time at the MRF, Peoria will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Peoria with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

2.3 Vehicle Turnaround Time. Under normal conditions, each and every vehicle delivering Recyclable Material to the MRF shall be able to enter the MRF, unload and exit the MRF within a period of no longer than twenty (20) minutes. The parties agree, however, that during bad weather conditions, such as heavy rain, delays beyond the control of the MRF may occur. The average period of no longer than twenty (20) minutes is based on the use of the unattended scale system and an average period of no longer than eight (8) minutes to unload the Peoria vehicles. Glendale shall provide experienced staff at the MRF to direct incoming drivers.

2.4 Delivery Vehicles. Recyclable Material may be delivered to the MRF in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection trucks, front-loading collection trucks, tractor-trailers with walking floors, open top and closed roll-off containers, compactors, and other open or closed vehicles. The MRF shall be equipped to receive all vehicles that can be lawfully used to transport Recyclable Material.

2.5 Hot Loads. In the event that a Peoria vehicle dumps a Hot Load, Peoria agrees to pay the costs incurred by Glendale for the handling of that Hot Load. Such cost may include, but are not limited to, costs related to any response taken by public safety personnel, and cleanup and disposal costs related to the non-conforming material.

2.6 Discovery of Unacceptable Recyclable Material. If Glendale discovers Unacceptable Recyclable Material or waste that is suspects is Unacceptable Recyclable Material and believes such material is received from Peoria, Glendale shall:

A. Isolate, remove and set aside that portion of the load which it determines is or may be Unacceptable Recyclable Material.

B. Notify Peoria of the discovery of Unacceptable Recyclable Material within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next business day.

C. Gather, preserve, maintain and make available to Peoria all evidence demonstrating that the Unacceptable Recyclable Material was delivered by Peoria.

D. Test or arrange to have the suspected Unacceptable Recyclable Material tested to ascertain whether that waste is Unacceptable Recyclable Material.

E. Allow Peoria to: (1) inspect such Unacceptable Recyclable Material within eight (8) hours of notice to Peoria of the existence of such waste; and (2) test the waste and examine all other evidence gathered by Glendale within seventy-two (72) hours after the discovery of such waste. For purposes of any inspection conducted, Peoria shall have access to the MRF and/or any other site at which Unacceptable Recyclable Material is located, subject to the conditions set forth in Section 5.3 below.

2.7 Rejection of Unacceptable Recyclable Material. Glendale shall have the right to reject Unacceptable Recyclable Material after the load is unloaded at the MRF by giving notice to

Peoria as set forth in Subsection 2.6(B) above. Unacceptable Recyclable Material shall be deemed accepted if not rejected.

2.8 Disposal of Unacceptable Recyclable Material. If Unacceptable Recyclable Material is discovered at the MRF and there is substantial evidence that the Unacceptable Recyclable Material was delivered to the MRF by Peoria under this Agreement, Peoria shall: (a) to the extent practicable, promptly remove and properly dispose of the Unacceptable Recyclable Material; or (b) pay Glendale the actual cost for proper disposal of the Unacceptable Recyclable Material. Peoria shall also pay or reimburse Glendale for the actual cost of the inspecting, testing, characterizing and handling of the Unacceptable Recyclable Material.

2.9 Disposal of Recyclable Material not deemed Unacceptable. If, after inspecting and/or testing the material, Glendale discovers the material was Acceptable Recyclable Material, or discovers that the Unacceptable Recyclable Material was not delivered to the MRF by Peoria, Glendale shall process that material at no additional cost to Peoria.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

A. Glendale shall deliver to Peoria within ten (10) working days after the end of the month, an electronic monthly report that shall specify the number of tons of Recyclable Material received during the previous month. The report will provide a summary of the previous month's weight tickets for all Recyclable Material received each day at the MRF, including transaction number, truck number, date, time, material type, net tons and total fee. Because the unattended scale system will be used by Peoria vehicles, weight tickets will be provided to drivers only upon request.

B. Any weight that has been determined by estimate as described in Section 2.2(C) above shall be noted on all records of such weight.

C. Peoria shall review each monthly report and/or billing statement and pay the fee required for tonnage based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently require payment within thirty (30) days of invoice. These remittance terms may change to align with any change in business practices. Glendale must notify Peoria in writing regarding any changes to the remittance terms, and any changes will not take effect until at least 90 days after the notice is provided in a manner consistent with Section 10.10 of this Agreement.

3.2 Recordkeeping, Accounting and Auditing.

A. Glendale shall keep and maintain complete and detailed records related to the delivery of Recyclable Material and Unacceptable Recyclable Material and records providing the basis for the invoicing requirements under this Section including: (1) tonnage of Recyclable Material delivered by Peoria to the MRF; and (2) quantities of Unacceptable Recyclable Material and the disposition of such material including the character of the Unacceptable Recyclable Material the date, time, and vehicle identification of each vehicle; and (3) Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with their

performance under this Agreement in accordance with generally accepted accounting principles.

B. Glendale will perform a material and/or waste audit on the first sixty (60) tons of recyclable material delivered by Peoria to the MRF so as to establish a baseline for the percentage of recoverable material and/or waste contained in the recyclable material delivered by Peoria. Subsequent audits of the delivered material will be conducted on a quarterly basis or as deemed necessary by the MRF.

C. Peoria, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for: (1) Recyclable Material; (2) Unacceptable Recyclable Material tonnage; and (3) Sold Recyclable Material (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or seven years from the date such Accounting Records were first created, whichever comes first.

3.3 Disposal Fees.

A. The disposal fee for non-recyclable items processed at the MRF will be waived , as long as the amount of non-recyclable material does not exceed twenty-five percent (25%) by volume of the delivered load. Loads delivered to the facility containing non-recyclable material in excess of twenty-five percent (25%) by volume will be determined to be "waste" and billed at Peoria's prevailing contracted gate rate.

B. This disposal fee may be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State or County taxes, fees or levies assessed on the Recyclable Material. The City of Peoria will be notified in writing at least sixty (60) days in advance of any adjustments to the disposal fee.

3.4 Compensation.

A. Glendale will compensate Peoria for Recovered Material sold by the MRF at a flat rate of thirty five dollars per ton ($35.00/ton) for accepted loads of Recyclable Material. Peoria is estimating delivering approximately 7,800 tons of recyclables and no more than 10,000 tons each year. Additional tonnage may be delivered by mutual agreement of the Parties.

B. Peoria will be compensated and payment shall be calculated by the 15th day of the month for the previous month and shall be payable within 30 days.

4. Term and Termination.

4.1 Term of Agreement. The term of this Agreement shall begin on the effective date of July 1, 2014, and shall continue thereafter until June 30, 2017. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for one additional period of three years, unless terminated pursuant to Section 4.2 below.

4.2 Termination.

A. Notwithstanding the provisions of Section 4.1 above, Peoria may terminate this Agreement without cause at the end of any fiscal year the Agreement remains in effect upon prior written notice to Glendale. Such written notice must be received no later than April 1 of the then-current fiscal year and termination will be effective 12:00 a.m. on July 1st of the then-current fiscal year. In the event Peoria provides such notice of termination to Glendale, Peoria shall continue to pay any fees and charges, including Tipping Fees and special handline procedures fees to Hard to Handle Wastes incurred as a result of its deliver and disposal of wastes in the Facility. Peoria, however, will not be required to pay any penalty or liquidated damages for its termination of this Agreement prior to the expiration of the initial or renewal term.

B. Glendale may terminate this Agreement, at any time, with 180 calendar days written notice to Peoria. There shall be no payment associated with the termination of this Agreement by Glendale.

C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. MRF Obligations.

5.1 Operation and Maintenance of the MRF. Glendale shall operate and maintain the MRF in a manner that is consistent with its obligations under this Agreement and is consistent with all applicable federal, state or city laws, rules, regulations, code provisions or ordanances as replaced or amended.

5.2 Hours and Days of Operation. The MRF shall be available to accept and receive Recyclable Material from RF equipped trucks from 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding City of Glendale holidays. Alternative schedules may be established by mutual agreement of the Parties.

5.3 Right to Inspect. Peoria shall have the right to enter and inspect the MRF to observe operations during operating hours as long as: (A) such visits are conducted in a manner that does not cause interference with operations; and (B) any person conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated

6. Representations and Warranties.

Glendale hereby represents and warrants to Peoria that:

A. Glendale has the full power and authority to execute and deliver this Agreement to Peoria and carry out the transactions contemplated hereby.

B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.

D. The MRF is and will remain appropriately permitted or licensed to accept the Recyclable Material and otherwise perform as required by this Agreement.

E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

7. Indemnification.

Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Glendale further agrees to indemnify, defend and hold harmless Peoria and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of Glendale's failure to comply with all applicable federal, state or city laws, rules, regulations, code provisions or ordanances.

8. Obligations during Force Majeure.

8.1 Notice Relating to Force Majeure. If any act or event of Force Majeure occurs which affects either Party's ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as practicable, and shall deliver to the other Party within forty-eight (48) hours after such oral notice, written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.

8.2 Obligation of the Parties during an Event of Force Majeure. If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Recyclable Material that a Party can accept or process, both Parties shall be excused from performance during the existence of the Force Majeure, provided written notice was given in accordance with subsection 8.1 above. A Force Majeure for which said notice has not been properly given shall be considered an unexcused delay and may considered a breach of this Agreement. The effect(s) of said Force Majeure shall be remedied as soon as the Force Majuere has ceased, or as soon as practicable, and the Party claiming the Force Majuere shall use best efforts to eliminate and mitigate the consequences thereof.

9. Immigration Law Compliance.

9.1 Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and

regulations that relate to their employees as well as compliance with Arizona Revised Statutes § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under Section 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 9.1 above.

9.4 Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 9.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 9.

9.5 Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.

9.6 The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. General Provisions.

10.1 **Non-Assignment.** Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

10.2 **Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

10.3 **Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto

shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.

10.4 **Waivers.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.

10.5 **Construction.** This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

10.6 **No Other Parties To Benefit.** This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.

10.7 **Inurement.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10.8 **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

10.9 **No Oral Modification.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.

10.10 **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (C) given to a recognized and reputable overnight delivery service, to the address set forth below; or (D) delivered by email transmission to the number set forth below:

To Peoria: City of Peoria
Public Works Department
9875 N 85th Avenue
Peoria, Arizona 85323
Attention: William Mattingly, Public Works-Utilities Director
Email: Bill.Mattingly@peoriaaz.gov

With a copy to:	City of Peoria City Attorney's Office 9875 N. 85th Avenue Peoria, Arizona 85323 Attention: Steve Kemp, City Attorney Email: Steve.Kemp@peoriaaz.gov
To Glendale:	City of Glendale Field Operations Department 6210 W. Myrtle Avenue, Suite 111 Glendale, Arizona 85301 Attention: Executive Public Works Director Email:
With a Copy to:	City of Glendale City Attorney 5850 W. Glendale Avenue, Suite 450 Glendale, Arizona 85301 Attention: Michael Bailey, City Attorney Email: MBailey@glendaleaz.com

or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the party; (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage; (C) the following business days after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day; or (D) when received by email during the normal business hours of the recipient.

10.11 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.

B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

10.12 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement and that Peoria and Glendale may contract with others to provide for services similar to those in this Agreement with respect to the MRF and the collection and delivery of Recyclable Material.

10.13 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Peoria and Glendale, or to render either Peoria or Glendale liable for contractual or governmental obligations of the other including, without limitation, obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

10.14 Remedies. The Parties to this Agreement, in addition to the right of termination provided pursuant to Section 4.2 of this Agreement, shall, in the event of a material breach of any term of this Agreement, have available all remedies provided by law or in equity for such breach, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party in connection with any dispute respecting any term of this Agreement.

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

"PEORIA"	"GLENDALE"
By: _____	By: _____
Bob Barrett, Mayor	Jerry Weiers, Mayor
ATTEST:	ATTEST:
By: _____	By: _____
Rhonda Geriminsky, City Clerk	Pamela Hanna, City Clerk

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Peoria. No opinion is expressed as to the authority of any parties, other than the City of Peoria to enter into this Agreement.

_____
Stephen M. Kemp
Peoria City Attorney

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

_____
Michael Bailey
Glendale City Attorney

City Council Calendar

Color Key:
City Council

< June	July 2014					August >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
		1 Regular City Council Meeting Special Meeting & Study Session	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22 ** Canceled** City Council Subcommittee on Community Culture & Public Safety	23	24	25	26
27	28	29	30	31		

City Council Calendar

Color Key:
City Council

< July	August 2014					September >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
					1	2
3	4	5	6	7	8	9
10	11	12 Council Subcommittee on Policy and Appointments Meeting	13	14	15	16
17	18 Regular City Council Meeting Special Meeting & Study Session	19	20	21	22	23
24	25	26 City Council Subcommittee on Community Culture & Public Safety	27	28	29	30
31						

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 35A

Date Prepared: June 23, 2014 **Council Meeting Date:** July 1, 2014

TO: Carl Swenson, City Manager

FROM: John Imig, IT Director
Bo Larsen, Public Information Director

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: PeoriaReporter Citizen Online Reporting System

Summary:

The City of Peoria's Livability Team in collaboration with the Office of Communications and the Information Technology Department has partnered with the Application Development Company, App-Order, to produce a new smart-phone application (for iOS and Android) named PeoriaReporter. PeoriaReporter replaces the Peoria Civic Reporter application, adding new and extended capabilities for Peoria citizens.

PeoriaReporter allows the residents of Peoria instant access to City information, including City Council information, contacts, and commonly used services. Users of PeoriaReporter also have opportunity to report issues back to the City using their smart-phone camera with GPS location. Issues such as graffiti, street light outages, water leaks, and other livability problems are then directed to the appropriate City Department who can manage the citizen report and provide subsequent follow-up to the citizen as the issue is resolved.

PeoriaReporter will go online the week of July 1, 2014 and will be available via the Apple iTunes and Google Play (Android) stores.

Contact Name and Number: John Imig, 623-773-7253

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 35C

Date Prepared: June 5, 2014 **Council Meeting Date: July 1, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne**,** Deputy City Manager

SUBJECT: Annual All-American July 4th Festival

SUMMARY:

The Annual All-American July 4th Festival will be held at the Peoria Sports Complex Stadium and Mariners practice fields on Friday, July 4 with gates opening at 5:00 p.m.

This year's festival will feature a variety of entertainment options. In the main stadium, guests will be able to enjoy the Country Zone featuring music by Shari Rowe. On the Mariner's practice fields, there will be a Rock and Roll Zone with music provided by "The Elevens" and the Blues/Cornhole Zone featuring "Leon's Juke Joint".

The Kids Zone will be filled with a variety of interactive activities with entertainment provided by the "Radio Disney Rockin' Road Show Crew" who will keep the party hopping with music and cool prizes. Water Zones1 & 2 will have inflatables for the whole family to cool down and enjoy. Other activities will include a rock climbing wall, face painters, stilt walkers and the newly expanded Peoria Food Challenge (PFC) presented by Sonic. The PFC will now include a hotdog eating contest, tater tot eating contest, and a slushy drinking contest. One competition will take place on each of the three stages throughout the event. There are great prizes for the winners and all contestants will walk away with some fun items from the event.

Concessions will be available for purchase. The Fireworks Extravaganza will begin at approximately 9:15 p.m.

Admission is $5 per person; kids 12 and under are free. Tickets can be pre-purchased through Tickets.com starting June 1, 2014. Parking for the event is free.

Exhibit(s): Poster

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

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sears VACATIONS

ALL-AMERICAN Festival

PEORIA, ARIZONA

July 4th

5 pm to 10 pm

PEORIA SPORTS COMPLEX

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