Amendment #1 – August 25, 2014

City Council Meeting Notice & Agenda

Wednesday, August 27, 2014
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session

5:00 P.M. Convene

Roll Call

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

E1C. **Authorization to Hold an Executive Session**

Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussion with legal counsel and designated representatives of the public body regarding legal issues pertaining to Ken Krieger et al. v. City of Peoria et al. pursuant to A.R.S. § 38-431.03.A.3.

Study Session Agenda

Subject(s) for Discussion Only

1. City Procurement Process

2. Affiliated Agency Policy

Adjournment

Executive Session

Convene immediately following the 5:00 P.M. Special City Council Meeting
Executive Room, City Council Chamber

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

Executive Session Agenda

E1. An Executive Session for the purpose of discussion with legal counsel and designated representatives of the public body regarding legal issues pertaining to Ken Krieger et al. v. City of Peoria et al. pursuant to A.R.S. § 38-431.03.A.3.

Adjournment

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

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

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

Arizona Open Meeting Act:

Arizona law requires that persons who are present in an executive session receive instruction regarding the confidentiality requirements of the Arizona Open Meetings Act. Minutes and discussions made during executive sessions are confidential and may not be disclosed to any party, except:

- Members of the council,
- Appointees or employees who were subject of discussion under the personnel item subsection of the Open Meetings Act,
- County Attorney or Attorney General pursuant to an investigation of a violation of the Open Meetings Act, and
- Arizona Auditor General in connection with an audit authorized by law.

Any person who violates or who knowingly aids, agrees to aid, or attempts to aid another person in violating the Arizona Open Meetings Law may be punished by fine of up to $500

Special Meeting

7:00 P.M. Convene

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

Regular Agenda

New Business

3R. **Appointment, Council Youth Liaison**

Discussion and possible action to approve the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the following appointment and adopt the Resolution as presented:

Adopt **RES. 2014-118** appointing Ian Mullane as the Council Youth Liaison.

SWEARING IN BY PRESIDING MUNICIPAL JUDGE GEORGE ANAGNOST AND SEATING OF NEW COUNCIL YOUTH LIAISON MULLANE

RECESS **(Approximately 5 minutes)**

RECONVENE
ROLL CALL

Presentation

4. Proclamation recognizing Peoria's heritage to Peoria, Illinois and the City of Peoria, Arizona's 60th Anniversary as an incorporated City.

Consent Agenda

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

Consent

5C. **Disposition of Absence**

Discussion and possible action to approve the absence of Mayor Barrett from the Special Emergency Meeting held on August 7, 2014.

6C. **Minutes**

Discussion and possible action to approve the following minutes:

May 6, 2014 Meeting Minutes
May 20, 2014 Meeting Minutes
June 4, 2014 Special Meeting Minutes
June 9, 2014 Special Meeting Minutes
June 17, 2014 Meeting Minutes
July 1, 2014 Meeting Minutes
August 7, 2014 Special Emergency Meeting Minutes

7C. **Appointments, Boards and Commissions**

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

Adopt **RES. 2014-112** reappointing Jeff Nelson, to the Planning and Zoning Commission, as a regular member, and

Adopt **RES. 2014-113** appointing Ryan Payne, Hwee Lee, Julia Blunck, and Aleesa Sells, to the Youth Advisory Board, as regular members.

8C. **Right-of-Way Annexation, Lake Pleasant Parkway, Williams Road to Pinnacle Peak Road**

Discussion and possible action to adopt **ORD. 2014-33** approving the annexation of right-of-way for a portion of Lake Pleasant Parkway between Williams Road and Pinnacle Peak Road.

9C. **Right of Way Deannexation, 99th Avenue, Ironwood Drive to Sun City Boulevard Alignment**

Discussion and possible action to adopt **ORD. 2014-32** approving the deannexation of the 99th Avenue right-of-way between Ironwood Drive and the Sun City Boulevard alignment.

10C. **Rezoning, Harbor Vista, 91st Avenue and Thunderbird Road**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2014-31,** rezoning approximately 8.6 acres located at the southeast corner of 91st Avenue and Thunderbird Road from a Planned Area Development for senior multi-family residential uses to the Harbor Vista Planned Area Development for office/medical office uses.

11C. **Land Exchange, New River Trail, 78th Lane Alignment between Rose Garden Lane and Loop 101**

Discussion and possible action to adopt **RES. 2014-124** authorizing the exchange of land rights with private property owners to complete the New River Trail in the vicinity of the 78th Lane alignment between Rose Garden Lane and the Loop 101.

12C. **Intergovernmental Agreement, City of Phoenix, Records Management System Access**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the City of Phoenix granting the City of Peoria use of the Phoenix Police Department's Records Management System through the web-based solution “RMS Explorer”.

13C. **Intergovernmental Agreement Renewal, United States Department of Justice, Drug Enforcement Administration**

Discussion and possible action to: (a) authorize the renewal of an Intergovernmental Agreement with the United States Department of Justice, Drug Enforcement Administration to assign an officer to the Drug Enforcement Administration Task Force for a period of not less than two years; and (b) approve a budget transfer in the amount of $17,374.25 from the Proposed Grants Contingency Account to the Federal Drug Enforcement Administration Intergovernmental Agreement Fund Account to provide expenditure authority for overtime.

14C. **Grant, State Grants in Aid, Arizona State Library, Archives and Public Records, Library Materials**

Discussion and possible action to: (a) accept a grant in the amount of $8,041 from State Grants in Aid through the Arizona State Library, Archives and Public Records to update and expand the non-fiction library collection to benefit the youth and adults of the community; and (b) approve a budget transfer in the amount of $8,041 from the Proposed Grant Contingency Account to the Books, Periodicals and Subscription Program Account.

15C. **Budget Transfer, 21st Century Grant Collaboration, Peoria Unified School District**

Discussion and possible action to authorize a budget transfer in the amount of $89,073 from the Proposed Grants Fund Contingency Account to various accounts in the AM/PM Before and After School Program to offer educational and recreational opportunities at three schools through a grant received by the Peoria Unified School District.

16C. **Investment Report for the Year Ended June 30, 2014**

Discussion and possible action to review and accept the Investment Report for the year ended June 30, 2014.

17C. **Park Maintenance Operations Benefitted Staff Change**

Discussion and possible action to approve the increase of park maintenance staff by 1.0 full-time equivalent (FTE) by increasing two part-time benefitted workers to full-time positions.

18C. **Council Policy Amendment, CP 1-14, Youth Advisory Board Council Liaison Program**

Discussion and possible action to adopt an amendment to Council Policy CP 1-14, Youth Advisory Board Council Liaison Program, to allow 9th grade students the opportunity to participate.

19C. **Maintenance Improvement District No. 1063, Stonebridge Ranch, 97th Lane and Jomax Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-119** intention and ordering the formation of proposed Maintenance Improvement District No. 1063, Stonebridge Ranch, located at 97th Lane and Jomax Road; and adopt **RES. 2014-120** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

20C. **Maintenance Improvement District No. 1153, Caballos Del Rio, 76th Drive and Happy Valley Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2014-116** intention and ordering the formation of proposed Maintenance Improvement District No. 1153, Caballos Del Rio, located at 76th Drive and Happy Valley Road; and adopt **RES. 2014-117** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

21C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2014-115** accepting Deeds and Easements for various Real Property interests acquired by the City.

22C. **Abandonment of City Interest, Easement for Public Water Line, 111th Avenue and Butler Drive**

Discussion and possible action to adopt **RES. 2014-122** authorizing the abandonment of City interest in an Easement for Public Water Line located east of 111th Avenue, south of Butler Drive and declaring an emergency.

23C. **Abandonment of City Interest, Federal Patent Easement, Avenida del Sol and 67th Avenue**

Discussion and possible action to adopt **RES. 2014-123** authorizing the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities located south of Avenida del Sol, west of 67th Avenue and declaring an emergency.

24C. **Replat, Tierra Del Rio Parcel 2, 107th Avenue and Happy Valley Parkway**

Discussion and possible action to approve the Replat of Tierra Del Rio Parcel 2, located at 107th Avenue and Happy Valley Parkway, subject to stipulations.

25C. **Replat, Tierra Del Rio Parcel 3, 107th Avenue and Happy Valley Parkway**

Discussion and possible action to approve the Replat of Tierra Del Rio Parcel 3, located at 107th Avenue and Happy Valley Parkway, subject to stipulations.

26C. **Replat, Tierra Del Rio Parcel 12 Lot 54 and Tract C, 107th Avenue and Jomax Road**

Discussion and possible action to approve the Replat of Tierra Del Rio Parcel 12 Lot 54 and Tract C, located south of Jomax Road, west of 107th Avenue, subject to stipulations.

27C. **Replat, Camino a Lago South Unit 7 Tract G, 98th Avenue and Adam Avenue**

Discussion and possible action to approve the Replat of Camino a Lago South Unit 7 Tract G, located at 98th Avenue and Adam Avenue, subject to stipulations.

Regular Agenda

New Business

28R. **Public Hearing - Liquor Licenses, Various Locations**

PUBLIC HEARING: RE: (a) A New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 Northwest Grand Avenue, Foad M. Sharif, Applicant, LL#20010647; and (b) a Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 West Thunderbird Road, Clare H. Abel, Applicant, LL#20010744.

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) a New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 Northwest Grand Avenue, Foad M. Sharif, Applicant, LL#20010647; and (b) a Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 West Thunderbird Road, Clare H. Abel, Applicant, LL#20010744.

29R. **Code Amendment, Chapter 2, Dial–A-Ride Fare Adjustment**

Discussion and possible action to adopt **ORD. 2014-34** amending Chapter 2 of the Peoria City Code (1992 edition) to adjust fees charged by the Public Works – Utilities Department for Dial-A-Ride program services.

30R. **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.

31R. **Special Events Funding Request, 2015 Multicultural Music Festival**

Discussion and possible action to (a) authorize a special event affiliate status and funding request for the 2015 Multicultural Music Festival in the amount of $29,000; and (b) approve a budget transfer in the amount of $29,000 from the General Fund Contingency Account to the Special Events Other Professional Services Account.

32R. **Community Services Master Plan**

Discussion and possible action to adopt the Community Services Master Plan.

33R. **Vistancia West Community Facilities District Formation**

Discussion and possible action to adopt **RES. 2014-125** ordering and declaring formation of the Vistancia West Community Facilities District and approving and authorizing the execution and delivery of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District).

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. 2015 Fine Art Grant Recipients

B. Arizona Parks & Recreation Awards

Reports from City Council
Reports from the Mayor

Adjournment

Vistancia Community Facilities District Board Meeting

Convene immediately following Special City Council Meeting

Roll Call
Final Call To Submit Speaker Request Forms

VCFD Consent Agenda

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

36C. **Minutes**

Discussion and possible action to approve the May 20, 2014 Special Meeting minutes.

37C. **Investment Report for the Year Ended June 30, 2014**

Discussion and possible action to review and accept the Investment Report for the year ended June 30, 2014.

Call To The Public (Non-Agenda Items)

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

Adjournment

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

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

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

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 1

Date Prepared: August 14, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

FROM: Katie Gregory, Deputy Director of Finance & Budget
Brent Mattingly, CFO

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: City Procurement Process

Purpose:
On May 21, 2014, the Council Subcommittee on General Government met to discuss the City's procurement process. The Subcommittee voted to forward this topic to Council at a Study Session.

Background/Summary:

Pursuant to a request by a Councilmember, the Council Subcommittee on General Government met to study the procurement process policy as explained in Chapters 2-301 to 2-327 of the City Code, as it relates to contracts awarded for services. At the Subcommittee meeting the Finance & Budget Department presented an overview of the City's current procurement practices and procedures.

Following the presentation and discussion, the Council Subcommittee voted to forward this topic to the Council at a Study Session. The Council Subcommittee did not make any specific recommendations regarding the City's procurement process.

Options:

After the staff presentation and Council discussion, determine if there is consensus direction for staff to bring back any additional information to Council for possible future action.

Exhibits:
Overview of the City of Peoria Procurement Code

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

Council Subcommittee on General Government
Overview of City of Peoria Procurement Code
May 21, 2014

General Purpose of the Code

- Establish the practices and requirements surrounding procurement.
- Promote competition and fair and equitable treatment
- Insure public confidence
- Maximize value of expenditures
- Insure integrity, quality, ethics
- Apply to most contracts involving expenditures
- Authorize Materials Management Division to provide centralized oversight

Methods of Selection

- Informal - Small Purchases (<$50,000 total)
  For purchases over $5,000 can be 3 phone quotes if <$25,000.
  Should be 3 quotes on vendor letterhead if >$25,000 and <$50,000.

- Formal (>$50,000)
  Competitive Sealed Bids (often used for commodities)
  Competitive Sealed Proposals (often used for services)

- Sole Source Procurement
  Document in writing that only 1 source exists
  If >$50,000 then it must be approved by Council

- Limited Source Procurement
  Document in writing why the situation exists
  If >$50,000 then it must be approved by Council

- Emergency Procurement
  By City Manager, Mayor & Council, Materials Manager
  Only when a threat to public health, welfare, or safety exists
  Using competition if practicable
  Requires written documentation of the basis for the emergency

- City Manager discretionary authority
  <$50,000
  Factors include need, confidentiality

- Professional Services (i.e. appraisers, real estate professionals, engineers, geologists, landscape architects, land surveyors, physicians, attorneys, etc.

May develop a list of qualified providers through a review process.
Compensation negotiated after award is made.
Examples include outside legal services with multiple firms, artists, public information services, public defender services, and lobbying services.

- Cooperative Purchasing

  What is it? Contracts awarded by other agencies that have cooperative use clauses that have been competitively awarded using selection methods substantially equivalent to the City's Procurement Code

  Where do we use it? Cooperative contracts are used for the purchase of all types of services, commodities and construction.

  Why do we use it? Better pricing, saves time and resources and allows for comparison of different contract features such as warranties, shipping and service options.

  Which Cooperative Contracts does the City use? The City uses General Services Administration (GSA) contracts, US Communities, Mohave, State of Arizona, Maricopa County, City Of Tucson, City of Mesa, City of Chandler, City of Tempe.

- Arizona Revised Statutes Title 34

  All Cities, Counties and Towns are required to follow ARS Title 34 for contracting for design and construction services. This includes building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.

  Methods for construction include low bid (D/B/B), Design Build (D/B), Construction Manager at Risk (CM @ Risk) and Job Order Contracting (JOC).

- Job order contracting

  What is it? Job Order Contracting (JOC) is authorized under ARS Title 34 for construction services. It is a term contract for small dollar construction services that allows the use of the same contractor like an on call as needed contract.

  Where do we use it? The City of Peoria uses JOC for a variety of construction projects including small parks, road construction, water and sewer line repairs, building repairs as well as new construction projects under $3 million per project.

Why do we use it? The City uses JOC services to accomplish small construction projects in a faster timeline than would be possible under the other methods available.

Section and Award Process

- Typical selection process
  Identify goods or services required
  Develop scope of work or specifications
  Document evaluation process and factors
  Public notice requesting bids or proposals
  Open bids or proposals
  Evaluate bids or proposals
  Possible negotiations
  Award contract
  - ✓ Administrative award if expenditure is itemized in the budget and the expenditure is under $1 million.
  - ✓ Council award if the award amount is over $1 million; if the expenditure is not line item detailed in the budget; or if the amount of available funds has been exceeded the council approval is needed for the additional funding.

Exceptions

- Legal services for contracts for professional witnesses or for legal services relate to an existing or probably lawsuit, or for special investigative services for law enforcement or administrative investigations.
- Development agreements
- Services related to the purchase or sale of real property (i.e. title insurance, appraisals, environmental assessments, etc.)

Other Topics

- Multi-year contracts
- Disposal of surplus items
- Federal rules
- Warehousing
- Protests
- Contract controversies
- Code of ethics and conflicts of interest

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 2

Date Prepared: August 13, 2014 **Council Meeting Date: August 27, 2014**

TO: Peoria City Council

FROM: Councilmember Ben Toma

SUBJECT: Affiliated Agency Policy

Purpose:
Consideration of a policy limiting political participation for groups financially affiliated with the City of Peoria.

Background:
I expressed an interest in discussing the involvement in political activity by individuals employed with City-affiliated agencies. Currently there are no policy statements which discuss such activity.

Contact Name and Number:

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3R

Date Prepared: July 29, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, CMC, City Clerk

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Council Youth Liaison Appointment

Purpose:

This is a request for City Council to appoint Council Youth Liaison as recommended by the Council Subcommittee on Policy and Appointments as follows:

New Appointment

Council Youth Liaison Position	Name	Term Expiration
Council Youth Liaison	Ian Mullane	5/2015

Background/Summary:

Pursuant to Council Policy 1-14 the Council Subcommittee on Policy and Appointments makes appointment recommendations to Council for Council Youth Liaison and Council Youth Liaison Alternate positions.

Previous Actions:

On June 18, 2013, the Council adopted Ordinance 2013-12 which provides for appointment of Youth Ex-Officio members to Council. These positions are generally referred to as Council Youth Liaisons. Council also adopted Council Policy 1-14 *Youth Advisory Board Council Liaison Program* which outlines the purpose, eligibility, selection, and guiding principles of the program. This policy charges the Council Subcommittee on Policy and Appointments with making appointment recommendations to Council for these positions.

On July 24, 2014, the Council Subcommittee on Policy and Appointments interviewed and made an appointment recommendation for the Council Youth Liaison position.

On July 30, 2014, a memorandum was submitted to Mayor and Council, outlining the appointment recommendation from the July 24, 2014 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A. Appoint the recommended Council Youth Liaison.

B: Continue recruitment effort to fill the Council Youth Liaison position.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the Council Youth Liaison and adopt the Resolution as presented:

Adopt RES. 2014-118 appointing Ian Mullane, as the Council Youth Liaison with a term to expire May 2015.

Fiscal Analysis:

Charges for printing additional Council meeting packets will be charged to the City Clerk's Office Copy Services Account 1000-0150-520036.

Narrative:

If appointed, the new Council Youth Liaison will attend the August 27, 2014 City Council meeting to participate in a Swearing-in Ceremony and official seating.

Exhibit(s):

Exhibit 1: Resolution No. 2014-118

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

RESOLUTION 2014-118

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING IAN MULLANE AS COUNCIL YOUTH LIAISON AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Ian Mullane desires to be appointed as Council Youth Liaison.

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Ian Mullane, as the Council Youth Liaison.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Ian Mullane, is appointed as a Council Youth Liaison.

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

Ian Mullane May 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 27th day of August 2014.

CITY OF PEORIA, an Arizona municipal corporation

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
May 6, 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 Jon Edwards, Carlo Leone, Bill Patena and Tony Rivero.

Council Youth Liaisons: Thomas Prior.

Members Absent: Council Youth Liaison Jelinek.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Cindy Odom, Assistant City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; and Corina Russo, Assistant to the City Manager.

Audience: Approximately five members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

1. Peoria General Plan

Chris Jacques, Planning and Community Development Director, presented regarding Peoria's General Plan including:

- Purpose of the General Plan
- Common misconceptions regarding the General Plan
- Arizona's Growing Smarter Legislation
- Reasons why Council would consider changes to the General Plan
- Major policy themes
- Emerging demographic trends
- Alignment with the City's Economic Development Implementation Strategy
- Other land use trends
- General Plan development process
- Target density
    - What is target density and how is it used?
- Zoning conformity analysis
- Major General Plan Amendment cycle for 2014

Discussion ensued regarding:

- Council's involvement in changing the General Plan
- Citizen concerns regarding changes to the General Plan including recent rezoning cases
- Proactive review of specific areas of the General Plan
- Citizen expectation regarding the General Plan
- Target density designations and citizen expectations regarding specific area density
- Open space
- More houses require more City services

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:55 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 Leone led the Pledge of Allegiance.

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

Council Youth Liaisons: Thomas Prior.

Members Absent: Council Youth Liaison Jelinek.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; John Imig, Information Technology Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Roy Minter, Police Chief; 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 15 members of the public were present.

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

Presentation:

2. City Manager's Excellence Awards

Carl Swenson, City Manager, presented the Community Involvement Award to Norma Bonaski for leading the City's blood drive efforts.

Julie Ayers, Human Resources Director, presented the Diversity Award to Police Chief Roy Minter, Commander Clark Collier, Commander Kenneth Gentry, Commander Douglas Hildebrandt, Lieutenant Anthony Wolfe and Barbara Benavidez for establishing the United Community Action Network.

Jeff Tyne, Deputy City Manager, presented the Efficiency Award to Megan Bradford, Arlene Goldblatt, Jillian Kuntz, Donna Martin, Winona Medina, Doreen Saucier, Jill Soto and Christina Williams for the development and implementation of an automated workflow for purchase orders.

Susan Daluddung, Deputy City Manager, presented the Sustainability Award to Beckie Borquez, Gus Brown, Irene Charlez, Lisa Estrada, Kelli Kincaid, Kathleen Kresl, Christa Lancaster, Christine O'Hayre and Tonya Stuempfl for establishing the U-Kids Academy Eco-Explorers Adventure Camp.

Corina Russo, Assistant to the City Manager, presented the Distinguished Service Award to Captain David Rehnke for creating and delivering the Fire Department's cancer awareness class.

Mr. Swenson presented the Exemplary Leadership Award to Julie Ayers, Police Chief Roy Minter, Bill Mattingly, Fire Chief Bobby Ruiz, John Sefton, Steve Burg, Dawn Prince and Peter Christensen in recognition of their participation on the Labor Task Force.

3a. "National Public Works Week" Proclamation

Mayor Barrett read aloud a proclamation declaring May 18 through May 24, 2014 as National Public Works Week.

3b. "Municipal Clerks Week" Proclamation

Mayor Barrett read aloud a proclamation declaring May 4 through May 10, 2014 as Municipal Clerks' Week.

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

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

Councilmember Rivero requested that Agenda Items 5C and 7C be removed for separate discussion.

Motion was made by Vice Mayor Aames, seconded by Councilmember Edwards, to approve the Consent Agenda with the exception of Agenda Items 5C and 7C.

Upon vote, the motion carried unanimously 6 to 0.

4C. **Appointments, Boards and Commissions**

Approved the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopted the Resolutions as presented:

- Adopted **RES. 2014-70** reappointing Cecil Daniels, to the Board of Adjustment,
- Adopted **RES. 2014-45** reappointing Vonda Culp, Mark Hammons and Geoff Scott, as regular members, to the Economic Development Advisory Board,
- Adopted **RES. 2014-46** reappointing Judy Fahey, as a regular member, to the Employee Benefits Trust Board,
- Adopted **RES. 2014-47** reappointing Judge Joseph Welty, as a regular member, to the Judicial Selection Advisory Board,
- Adopted **RES. 2014-48** reappointing Brian Derrick and Richard Ward, as regular members, to the Parks and Recreation Board,
- Adopted **RES. 2014-49** reappointing Matthew Johnson, as a regular member, and Gloria Migal, as an alternate member, to the Personnel Board,
- Adopted **RES. 2014-50** reappointing Joe LaRue, as a regular member, to the Public Defender Contract Review Committee,
- Adopted **RES. 2014-51** reappointing Henry Cota and Fernando Reyna, as regular members, to the Volunteer Firefighter Pension Board, and
- Adopted **RES. 2014-52** reappointing Lorraine Barker, Christopher Camacho, Joie Duplessis, Michael Helt, Erin Madonia, Kalima Nameth, and Dominique Peterson, as regular members, to the Youth Advisory Board.

5C. **Agreement, Solid Waste Disposal and Processing Recyclable Materials, Waste Management of Arizona**

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

At the request of Councilmember Rivero, Agenda Item 5C was pulled from the Consent Agenda for separate discussion.

Bill Mattingly, Public Works Director, presented regarding a proposed agreement with Waste Management of Arizona for landfill services and processing recycled materials. Mr. Mattingly outlined:

- Terms of the agreement
- Solid waste disposal fees
- Tipping fees
- Payment for recycled material and recycling rebate

Motion was made by Vice Mayor Aames, seconded by Councilmember Patena, to approve an agreement with Waste Management of Arizona for solid waste disposal and for processing recyclable materials.

Upon vote, the motion carried unanimously 6 to 0.

6C. **Intergovernmental Agreement, State of Arizona Department of Transportation, Accident Data Interface**

(a) Accepted an Intergovernmental Agreement between the Peoria Police Department and Arizona Department of Transportation; and

(b) Approved a budget amendment in the amount of $50,000 from the Proposed Grants Contingency account to the General Fund Account for Police Department Other Professional Services to provide expenditure authority.

7C. **Policy Amendment, Community Facilities District**

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

At the request of Councilmember Rivero, Agenda Item 7C was pulled from the Consent Agenda for separate discussion.

Brent Mattingly, Finance and Budget Director, provided a brief overview of an amended Community Facilities District Policy incorporating the changes discussed during the February 25, 2014 Study Session.

Motion was made by Vice Mayor Aames, seconded by Councilmember Patena to adopt **RES. 2014-69** amending the City of Peoria Community Facilities District Policy to incorporate City Council recommendations from the February 25, 2014 Study Session.

Upon vote, the motion carried unanimously 6 to 0.

8C. **Fiscal Year 2014, Third Quarter, Budget Amendments**

Approved Fiscal Year 2014 Third Quarter Budget Amendments.

9C. **Maintenance Improvement District No. 1156, Tierra Del Rio Parcels 20A & 21A, 103rd Avenue and Skipping Rock Road**

Approved the Petition for Formation and adopted **RES. 2014-40** intention and ordering the formation of proposed Maintenance Improvement District No. 1156, Tierra Del Rio Parcels 20A & 21A, located at 103rd Avenue and Skipping Rock Road; and adopted **RES. 2014-41** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

10C. **Maintenance Improvement District No. 1158, Sunrise Vista, 79th Drive and Happy Valley Road**

Approved the Petition for Formation and adopted **RES. 2014-57** intention and ordering the formation of proposed Maintenance Improvement District No. 1158, Sunrise Vista, located at 79th Drive and Happy Valley Road; and adopted **RES. 2014-58** ordering the improvement within the proposed Maintenance Improvement District and declaring an emergency.

11C. **Street Light Improvement District No 1089, Tierra Del Rio Parcels 20A & 21A, 103rd Avenue and Skipping Rock Road**

Approved the Petition for Formation and adopted **RES. 2014-42** intention and ordering the formation of proposed Street Light Improvement District No. 1089, Tierra Del Rio Parcels 20A and 21A, located at 103rd Avenue and Skipping Rock Road; and adopted **RES. 2014-43** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

12C. **Street Light Improvement District No. 1091, Sunrise Vista, 79th Drive and Happy Valley Road**

Approved the Petition for Formation and adopted **RES. 2014-59** intention and ordering the formation of proposed Street Light Improvement District No. 1091, Sunrise Vista, located at 79th Drive and Happy Valley Road; and adopted **RES. 2014-60** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

13C. **Final Plat, Lizard Trails, 99th Avenue and Williams Road**

Approved the Final Plat of Lizard Trails, located at 99th Avenue north of Williams Road, subject to stipulations.

REGULAR AGENDA

New Business:

14R. **PUBLIC HEARING: Issuance of Commercial Solid Waste Licenses to Various Companies**

Brent Mattingly, Finance and Budget Director, provided an overview of the request to issue commercial solid waste licenses to various companies.

Mr. Mattingly provided the status of each license application and advised that all fees due from prior years the applicants conducted business in the City through 2014 were paid.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to issue commercial solid waste licenses to:

(a) Waste Management of Arizona located at 2137 West Williams Drive, Phoenix, Arizona;

(b) Republic Services of Phoenix located at 1855 East Deer Valley Road, Phoenix, Arizona;

(c) Parks and Sons of Sun City, Inc. located at 11217 West Nevada Avenue, Youngtown, Arizona; and

(d) Weinberger Waste Disposal located at 3425 South 43rd Avenue, Phoenix, Arizona.

In response to questions from Council, Mr. Mattingly explained the process the City is pursuing to collect past due fees from commercial solid waste companies that have been operating within the City without current licenses.

Having no additional comments 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 Patena, to issue commercial solid waste licenses to:

(a) Waste Management of Arizona located at 2137 West Williams Drive, Phoenix, Arizona;

(b) Republic Services of Phoenix located at 1855 East Deer Valley Road, Phoenix, Arizona;

(c) Parks and Sons of Sun City, Inc. located at 11217 West Nevada Avenue, Youngtown, Arizona; and

(d) Weinberger Waste Disposal located at 3425 South 43rd Avenue, Phoenix, Arizona.

Upon vote, the motion carried 5 to 1, with Councilmember Leone voting "no".

15R. **Code Amendment, Chapter 14, Motor Vehicles and Traffic**

Steve Burg, Chief Assistant City Attorney, summarized the proposed ordinance that would grant authority to police assistants and traffic investigators to cite abandoned vehicles.

Motion was made by Councilmember Patena, seconded by Councilmember Edwards, to adopt **ORD. 2014-18** amending Chapter 14 of the Peoria City Code (1992 Edition) by authorizing non-sworn state statute designated positions of the police assistants and traffic investigators in the City of Peoria to issue citations for abandoned vehicles.

Upon vote, the motion carried unanimously 6 to 0.

16R. **2014 Development Impact Fees**

Katie Gregory, Deputy Finance and Budget Director presented an overview of the request to adopt an ordinance in accordance with the procedures outlined in State Statute pertaining to Development Impact Fees. Ms. Gregory advised that the proposed ordinance establishes a new fee schedule, sets the standards and procedures for calculating and assessing development impact fees and administering the City's development impact fee program.

Motion was made by Vice Mayor Aames, seconded by Councilmember Edwards, to adopt **ORD. 2014-19** approving the 2014 Development Impact Fees.

Upon vote, the motion carried unanimously 6 to 0.

17R. **Reconsideration of Council Action, Adoption of Resolution 2014-44, Agenda Item 25R(b) April 22, 2014**

Clerk's Note: Only those members of Council who were on the prevailing side on April 22, 2014 may make a motion for reconsideration.

Mayor Barrett temporarily relinquished the chair as presiding officer by passing the gavel to Vice Mayor Aames.

Motion was made by Mayor Barrett, seconded by Councilmember Edwards, to reconsider Council action on Agenda Item 25R(b) at the April 22, 2014 City Council Meeting rejecting the adoption of **RES. 2014-44** submitting a charter amendment to the qualified electors at the August 2014 election.

Upon vote, the motion passed 4 to 2, with Mayor Barrett and Councilmember Patena voting "no".

Motion was made by Councilmember Rivero, seconded by Councilmember Edwards, to adopt **RES. 2014-44** submitting a charter amendment to the qualified electors of the City at the August 2014 election pertaining to Council, Boards, Commissions and Committees of the City and Special Meetings.

Upon vote, the motion carried, 4 to 2, with Mayor Barrett and Councilmember Patena voting "no".

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

18. **Council Calendar**

19. **Reports**

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

A. Council Subcommittee Update

B. 2014 Emergency Medical Services Week

Reports from City Council:

Council Youth Liaison Prior reported on Youth Government Day activities. Mr. Prior thanked City staff for organizing the event.

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

Councilmember Edwards reported on the various City of Peoria activities he attended. Councilmember Edwards thanked City staff for partnering with the City of Glendale and organizing the Earth Day event to clean up trash and debris along the New River Trail system.

Councilmember Patena reported on the various City of Peoria activities he attended. Councilmember Patena congratulated the recipients of the City Manager's Excellence Awards.

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

Reports from the Mayor:

Mayor Barrett reported on his participation in the Arbor Day event sponsored by the Sunset Lions Club. Mayor Barrett announced he was presented with a Lifetime Achievement Award for his support of the American Cancer Society's Relay for Life during the past eight years.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:05 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 6th day of May, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
May 20, 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 7:00 p.m.

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

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

Council Youth Liaisons: Jacob Jelinek.

Members Absent: Council Youth Liaison Prior.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; John Imig, Information Technology Director; 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; Bobby Ruiz, Fire Chief; John Schell, Intergovernmental Affairs Director; John Sefton, Community Services Director; Scott Whyte, Economic Development Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

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

Presentation:

1. Peoria's 2014 Go Green Challenge

Carl Swenson, City Manager, recognized Mary Roberts, Library Manager, as the 2014 Go Green Challenge contest winner.

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 Councilmember Leone, seconded by Councilmember Edwards, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

2C. **Disposition of Absence**

Approved the absence of Council Youth Liaison Jacob Jelinek from the Study Session held at 5:00 p.m. and the Regular meeting held at 7:00 p.m. on May 6, 2014.

3C. **Minutes**

Approved the following minutes:

- March 4, 2014 Meeting Minutes
- March 6, 2014 Meeting Minutes
- March 18, 2014 Meeting Minutes
- March 25, 2014 Meeting Minutes
- March 26, 2014 Meeting Minutes
- March 27, 2014 Meeting Minutes

4C. **Code Amendment, Chapter 2, Community Services Department Fees**

Adopted **ORD. 2014-20** amending Chapter 2, Section 2-207 of the Peoria City Code (1992 Edition) pertaining to Community Services Department Fees for Fiscal Year 2015.

5C. **Land Acquisition, 87th Avenue and Peoria Avenue**

Adopted **RES. 2014-75** authorizing the acquisition of property at the southeast corner of 87th Avenue and Peoria Avenue to accommodate street widening improvements by outright purchase or the exercise of the power of eminent domain.

6C. **Grant Application, Gila River Indian Community State Shared Revenue Grant Program, Law Enforcement Equipment**

(a) Approved a grant application in the amount of $6,000 with Gila River Indian Community State Shared Revenue Grant Program;

(b) Adopted **RES. 2014-79** to support the Police Department grant application to the Gila River Indian Community State Shared Revenue Grant Program and;

(c) Approved a budget amendment in the amount of $6,000 from Proposed Grants Contingency account to Gila River Indian Community Grant Firearm Training Supplies account.

7C. **Grant, American Dream Down Payment Initiative, Maricopa HOME Consortium**

(a) Approved a grant in the amount of $19,340.17 from the Maricopa HOME Consortium to provide down payment assistance for low to moderate income residents;

(b) Authorized staff to enter into an Intergovernmental Agreement with the Maricopa HOME Consortium for $19,340.17; and

(c) Approved a budget amendment in the amount of $19,340.17 from the Proposed Grant Fund Contingency account to the HOME Program Grants Fund, Participation in Outside Programs account.

8C. **Memorandum of Understanding and Bailment Agreement Extension, West Valley Art Museum**

Authorized the City Manager to administratively manage the terms and extensions of the agreements with the West Valley Art Museum on a year-to-year basis.

9C. **Contract Amendment, Community Services Master Plan, Norris Design**

Approved a contract amendment with Norris Design in the amount of $16,680 for additional services to complete the Community Services Master Plan.

10C. **Improvement Agreement, Easement and Improvement for Westwing Park and Copper Hills Community Church**

Approved an Easement and Improvement Agreement for Westwing Park and Copper Hills Community Church.

11C. **Intergovernmental Agreement, City of Glendale, Detention and Weekend Court Services**

Authorized the City Manager to execute an agreement with the City of Glendale to receive detention and weekend court services.

12C. **Intergovernmental/Joint Project Agreement, State of Arizona, Crash Magic Software**

(a) Adopted **RES. 2014-76** approving an Intergovernmental/Joint Project Agreement with the State of Arizona to procure Crash Magic software; and

(b) Approved a budget amendment in the amount of $3,536 from the General Fund Contingency and $214 from the Traffic Engineering Other Professional Services account to the Computer Software account.

13C. **Intergovernmental Agreement, Maricopa Department of Transportation, Adaptive Signal Control Implementation, Bell Road**

Approved an Intergovernmental Agreement with the Maricopa County Department of Transportation for the purchase and installation of vehicle detectors and associated hardware deploying real-time Adaptive Signal Control Technology systems on Bell Road.

14C. **Intergovernmental Agreement Amendment, State of Arizona, Traffic System Enhancement and Intelligent Traffic System Upgrade**

Adopted **RES. 2014-77** approving Amendment No. 1 to the Intergovernmental Agreement with the State of Arizona for the design and construction of the Traffic System Enhancement and Intelligent Traffic System upgrade.

15C. **Intergovernmental Agreement Amendment, State of Arizona, Traffic Interconnect System Upgrade**

Adopted **RES. 2014-78** approving Amendment No. 1 to the Intergovernmental Agreement with the State of Arizona Department of Transportation for additional Federal funding with a City match, increasing the total funding available for construction.

16C. **Budget Amendment, Commercial Collection Division, Fiscal Year 2014**

Approved a budget amendment in the amount of $65,000 from the Commercial Solid Waste Fund Commercial Collection Division contingency to the Commercial Solid Waste Fund Commercial Collection Division Landfill Services account in the amount of $40,000 and Commercial Solid Waste Fund Commercial Collection Division Direct Service Charges-Fleet Maintenance account in the amount of $25,000 for additional Landfill and Fleet Maintenance Services in Fiscal Year 2014.

17C. **Budget Amendment, Use of Reserves, Bodily Injury Claims**

Approved the use of reserves and a budget amendment in the amount of $300,000 from the Insurance Reserves Fund Contingency account to the Insurance Reserve Fund Personal Injury Damages account for payment of bodily injury claims in excess of the adopted budget amount allocated for these claims.

18C. **Investment Report, Quarter-Ending, March 2014**

Reviewed and accepted the investment report as presented.

19C. **Appointment, Presiding Municipal Judge**

Adopted **RES. 2014-104** appointing George T. Anagnost as the Presiding Municipal Judge for a term commencing on July 1, 2014 and ending on June 30, 2018.

20C. **Maintenance Improvement District No. 1151, Vistancia Parcel A18, Westward Skies and Miner Trail**

Approved the Petition for Formation and adopted **RES. 2014-61** intention and ordering the formation of proposed Maintenance Improvement District No. 1151, Vistancia Parcel A18, located at Westward Skies and Miner Trail; and adopted **RES. 2014-62** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

21C. **Maintenance Improvement District No. 1152, Vistancia Parcel A21 & A22, 120th Drive and Westward Skies Drive**

Approved the Petition for Formation and adopted **RES. 2014-65** intention and ordering the formation of proposed Maintenance Improvement District No. 1152, Vistancia Parcel A21 and A22, located at 120th Drive and Westward Skies Drive; and adopted **RES. 2014-66** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

22C. **Maintenance Improvement District No. 1155, Lizard Trails, 99th Avenue and Villa Hermosa**

Approved the Petition for Formation and adopted **RES. 2014-71** intention and ordering the formation of proposed Maintenance Improvement District No. 1155, Lizard Trails, located at 99th Avenue and Villa Hermosa; and adopted **RES. 2014-72** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

23C. **Street Light Improvement District No. 1086, Vistancia Parcel A18, Westward Skies and Miner Trail**

Approved the Petition for Formation and adopted **RES. 2014-63** intention and ordering the formation of proposed Street Light Improvement District No. 1086, Vistancia Parcel A18, located at Westward Skies and Miner Trail; and adopted **RES. 2014-64** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

24C. **Street Light Improvement District No. 1087, Vistancia Parcel A21 and A22, 120th Drive and Westward Skies Drive**

Approved the Petition for Formation and adopted **RES. 2014-67** intention and ordering the formation of proposed Street Light Improvement District No. 1087, Vistancia Parcel A21 and A22, located at 120th Drive and Westward Skies Drive; and adopted **RES. 2014-68** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

25C. **Street Light Improvement District No. 1088, Lizard Trails, 99th Avenue and Villa Hermosa**

Approved the Petition for Formation and adopted **RES. 2014-73** intention and ordering the formation of proposed Street Light Improvement District No. 1088, Lizard Trails, located at 99th Avenue and Villa Hermosa; and adopted **RES. 2014-74** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

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

Adopted **RES. 2014-80** accepting Deeds and Easements for various Real Property interests acquired by the City.

27C. **Designate Roadways, Establish Rights-of-Way, Various Locations**

Adopted **RES. 2014-81** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

28C. **Final Plat, Peoria Ford Pre-Delivery Inspection Center, 92nd Avenue and Bell Road**

Approved the Final Plat of Peoria Ford Pre-Delivery Inspection Center, located at 92nd Avenue and Bell Road, subject to stipulations.

29C. **Replat, Vistancia Parcel F3 Phase 1, Vistancia Boulevard and Westland Road**

Approved the Replat of Vistancia Parcel F3 Phase 1, located at Vistancia Boulevard and Westland Road, subject to stipulations.

REGULAR AGENDA

New Business:

30R. **PUBLIC HEARING - Truth in Taxation, Primary Property Tax Levy, Fiscal Year 2015**

Staff Report:

Katie Gregory, Deputy Finance and Budget Director, presented a report on Truth in Taxation requirements and explained that final adoption of the property tax levy is scheduled for June 17, 2014.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to adopt **RES. 2014-105** by a roll call vote approving their intent to increase the total primary tax levy as required by State Statutes on Truth in Taxation.

There being no comments from those present to address this item, Mayor Barrett declared the Public Hearing closed.

Council Action:

Motion was made by Councilmember Patena, seconded by Councilmember Leone, to adopt **RES. 2014-105** by a roll call vote to increase the total primary tax levy as required by State Statutes on Truth in Taxation.

Upon roll call vote, the motion carried unanimously 6 to 0.

31R. **PUBLIC HEARING - Fiscal Year 2015 Final Budget Adoption**

Staff Report:

Katie Gregory, Deputy Finance and Budget Director, reviewed the budget adoption process and schedule. Ms. Gregory outlined the components of the Operating Budget and the Capital Budget. Ms. Gregory provided a historical review of the City's budget over the past ten years. Ms. Gregory reported that the tentative budget adopted by Council on April 22, 2014 set the maximum appropriation at $470 million for Fiscal Year 2015.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request to approve **RES. 2014-82** adopting the Final Annual Budget for Fiscal Year 2015.

In response to questions from Council, Ms. Gregory confirmed that the proposed Budget includes a reduction of .02 percent in the sales tax rate on food for home consumption.

Councilmember Patena voiced his objection to the proposed reduction in the sales tax on food.

In response to questions from Council, Jeff Tyne, Deputy City Manager, provided details on the $350,000 funded in the Fiscal Year 2015 Budget to support the Peoria Center for Performing Arts.

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 Patena, seconded by Councilmember Edwards, to approve **RES. 2014-82** adopting the Final Annual Budget in the amount of $470,000,000 for Fiscal Year 2015.

Upon vote, the motion carried 5 to 1, with Councilmember Rivero voting "no".

32R. **PUBLIC HEARING - Fiscal Year 2015 Property Tax Levy**

Staff Report:

Katie Gregory, Deputy Finance and Budget Director, presented a history of the Peoria's property tax collections and rates, as well as a comparison of the City's tax rate to neighboring jurisdictions.

Ms. Gregory advised the recommended property tax levy for Fiscal Year 2015 remains at $1.44 per $100 of assessed valuation. The property tax levy is based on a primary property tax rate of $.19 and a secondary tax rate of $1.25.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the City of Peoria property tax levy for Fiscal Year 2015.

There being no comments from those present to address this item, Mayor Barrett declared the Public Hearing closed.

Council Action: No Council action required.

33R. **Foreign Trade Zone Policy, Tax Policy, Policy In Lieu of Taxes (PILOT) Agreement, Non-Objection Letter, Maxwell Technologies**

Scott Whyte, Economic Development Services Director, presented an overview of the City's obligation outlined in the development agreement with Maxwell Technologies to assist in the creation of a Foreign Trade Zone designation.

Mr. Whyte provided information regarding:

- Purpose of a Foreign Trade Zone Tax Policy
- PILOT Agreement
- Purpose of a Non-Objection Letter

In response to questions from Council, Mr. Whyte explained that the Foreign Trade Zone designation is a site designation for a specific business and not a geographic area.

Discussion ensued regarding the advantage of a Foreign Trade Zone designation to attract businesses that engage in import/export activities.

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

(a) Adopt **RES. 2014-83** adopting a Foreign Trade Zone Policy, Tax Policy, Payment In Lieu of Taxes Agreement, and Non-Objection Letter; and

(b) Authorize the City Manager to execute the documents necessary to activate certain federal and state incentives for Maxwell Technologies.

Upon vote, the motion carried unanimously 6 to 0.

34R. **Amendment, City Council Policy, Council Vacancies**

Steve Burg, Chief Assistant City Attorney, provided a brief overview of the proposed amendment to the City Council Policy 1-3 pertaining to the secret ballot provisions included in the current Procedure for Consideration of Candidates for Vacancies on the City Council.

Discussion ensued regarding:

- The possibility that voting by secret ballot violates the Arizona Open Meetings Act
- What constitutes a majority vote

Mayor Barrett temporarily relinquished the chair as presiding officer by passing the gavel to Vice Mayor Aames.

Motion was made by Mayor Barrett, seconded by Councilmember Patena, to amend the City Council Policy on Council Vacancies.

Upon vote, the motion failed 5 to 1, with Vice Mayor Aames, Councilmembers Edwards, Leone, Patena and Rivero voting “no”.

Call To The Public (Non-Agenda Items)

Reports from City Manager:

35. **Council Calendar**

36. **Reports**

A. Spring Training 2014

John Sefton, Community Services Director, and Chris Calcaterra, Sports Facilities Manager, presented regarding the 2014 Spring Training season.

Information included:

- Five-year revenue comparison
- Attendance comparison of Cactus League teams in the area

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

B. Exceptional Leadership Program Recognition by HR.com

C. Age-Friendly Community Award 2014

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone recognized staff for their efforts in compiling the Budget for Fiscal Year 2015.

Council Youth Liaison Jelinek congratulated all 2014 graduates. Mr. Jelinek expressed his gratitude to Chad Larsen, Utility System Operator, for his assistance on Sunday, May 18, in response to an interruption in water service.

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

Reports from the Mayor:

Mayor Barrett congratulated the Council Youth Liaisons on their graduation. Mayor Barrett thanked Councilmember Leone for donating eyeglasses to the Peoria Sunset Lions Club.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:06 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 20th day of May, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
June 4, 2014

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

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

Council Youth Liaisons: None.

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; Bo Larsen, Public Information Director; John Schell, Intergovernmental Affairs Director; and Natalie Gilstrap, City Clerk Specialist.

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.

REGULAR AGENDA

New Business:

1R. **Reconsideration of City Council Policy, Council Vacancies, (May 20, 2014)**

Motion was made by Vice Mayor Aames, seconded by Councilmember Edwards, to reconsider Agenda Item 34R, amending City Council Policy on Council Vacancies, previously considered and rejected at the May 20, 2014 City Council meeting.

Upon vote, the motion carried unanimously 6 to 0.

Steve Kemp, City Attorney, outline proposed changes to the City Council Policy on Vacancies (CP 1-3).

Motion was made by Councilmember Aames, seconded by Councilmember Patena, to amend the City Council Policy on Council Vacancies (CP 1-3).

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:15 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 4th day of June, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
June 9, 2014

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:30 p.m.

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

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

Council Youth Liaisons: None.

Members Absent: None.

Other Municipal Officials Present: Jeff Tyne, Acting City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Bo Larsen, Public Information Director; and Natalie Gilstrap, City Clerk Specialist.

Audience: Approximately 25 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.

REGULAR AGENDA

New Business:

1R. **Candidate Interviews for Mesquite Vacancy**

Interviews were conducted for the vacant Mesquite District seat with applicants Bridget Binsbacher, Ken DeCoster, Ken Krieger, and Ben Toma.

Nominations for interim Mesquite District Councilmember were made as follows:

- Vice Mayor Aames nominated Ken Krieger,
- Councilmember Rivero nominated Ben Toma, and
- Councilmember Patena nominated Bridget Binsbacher.

Motion was made by Vice Mayor Aames, seconded by Councilmember Patena to close nominations for interim Mesquite District Councilmember. Upon vote, the motion carried unanimously 6 to 0.

Balloting for the interim Mesquite District Councilmember was completed from the nominated applicants as follows:

- Councilmember Rivero selected Ben Toma,
- Councilmember Patena selected Bridget Binsbacher,
- Vice Mayor Aames selected Ken Krieger,
- Councilmember Jon Edwards selected Ben Toma,
- Councilmember Carlo Leone selected Ben Toma, and
- Mayor Bob Barrett selected Bridget Binsbacher.

A total of three votes were cast for Ben Toma, two votes for Bridget Binsbacher, and one vote for Ken Krieger. The two applicants receiving the highest number of votes, Ben Toma and Bridget Binsbacher, moved forward to a second vote.

A second balloting was conducted from the two top applicants as follows:

- Councilmember Rivero selected Ben Toma,
- Councilmember Patena selected Ben Toma,
- Vice Mayor Aames selected Ben Toma,
- Councilmember Jon Edwards selected Ben Toma,
- Councilmember Carlo Leone selected Ben Toma, and
- Mayor Bob Barrett selected Bridget Binsbacher.

A total of five votes were cast for Ben Toma and one vote for Bridget Binsbacher. The applicant receiving the majority of votes casts, Ben Toma, was selected as the interim Councilmember for the Mesquite District Council.

Call To The Public (Non-Agenda Items)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:04 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 9th day of June, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
June 17, 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 Ben Toma.

Council Youth Liaisons: Jacob Jelinek and Thomas Prior.

Members Absent: Councilmember Tony Rivero.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Linda Blas, Deputy City Clerk; Andy Granger, Engineering Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; John Schell, Intergovernmental Affairs Director; John Sefton, Community Services Director; and Corina Russo, Assistant to the City Manager.

Audience: Approximately five members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

1. Capital Improvement Project Update

Andy Granger, Engineering Director, summarized the following Capital Improvement Program projects:

- Camino a Lago Neighborhood Park
- 91st Avenue Street and Drainage Improvements
- Agua Fria Truck Road Reliever
- Lake Pleasant Parkway Roadway Improvements
- P83 Entertainment District Improvements

Information included a description of the project, status of the project and the project budget.

Ed Striffler, Design and Construction Manager, provided an overview of the funded improvements for Phase II of the Sports Complex Stadium Improvements project.

Mr. Striffler outlined the following unfunded stadium improvements:

- New stadium seat locations
- Replacement of 3rd base bleachers with fixed/shaded seating and a 200 person event space
- Interactive kid zone
- New concourse-level fixed seating
- Remodeling of the visitor's clubhouse and press box area

Mr. Granger provided information regarding savings from other Capital Improvement Program projects that could be utilized to fund the potential improvements important to the teams and the City.

Discussion ensued regarding the unfunded improvements and possible funding sources.

It was the consensus of Council to fund the potential improvements from the savings realized from other Capital Improvement Program projects.

Mayor Barrett declared a recess at 5:35 p.m. and reconvened the meeting at 6:23 p.m.

2. 2014 Peoria Leadership Institute Roundtable Discussion

The Mayor and Council met with the graduating students of the 2014 Peoria Leadership Institute. The Mayor and Council responded to questions from the Peoria Leadership participants.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:40 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, Council Youth Liaison Jelinek led the Pledge of Allegiance.

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

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; John Imig, Information Technology Director; 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; Bobby Ruiz, Fire Chief; John Schell, Intergovernmental Affairs Director; 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 75 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.

CEREMONIAL SWEARING IN BY MUNICIPAL JUDGE GEORGE ANAGNOST AND SEATING OF BEN TOMA AS COUNCILMEMBER FOR MESQUITE DISTRICT

Presiding Municipal Judge George Anagnost administered the Oath of Office to Councilmember Toma.

Mayor Barrett declared a short recess at 7:04 p.m. and reconvened the meeting at 7:20 p.m.

Presentation:

2a. Certificates of Completion for 2014 Peoria Leadership Institute Graduates

Mayor Barrett and Bo Larsen, Public Information Director, presented certificates to the graduates of the 2014 Peoria Leadership Institute.

3. Outgoing Youth Council Liaisons Jacob Jelinek and Thomas Prior

Mayor Barrett and Councilmember Jon Edwards presented plaques to outgoing Council Youth Liaisons Jacob Jelinek and Thomas Prior in recognition of their service to the City.

4. Presentation of Yarnell Coins

Joe Manning, Peoria Firefighters Association President, presented Yarnell Memorabilia Challenge Coins to the Mayor and Council, City Manager and Fire Chief in recognition of their support at events following the tragedy resulting from the Yarnell Hill Fire in July 2013.

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

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

Councilmember Rivero requested that Agenda Item 11C be removed for separate discussion.

Motion was made by Vice Mayor Aames, seconded by Councilmember Leone, to approve the Consent Agenda with the exception of Agenda Item 11C. Upon vote, the motion carried unanimously 7 to 0.

5C. **Appointments, Boards and Commissions**

Approved the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopted the Resolutions as presented:

- Adopted **RES. 2014-106** appointing Frank Hinds, as a regular member, to the Employee Benefits Trust Board, and

- Adopted **RES. 2014-107** appointing Hunter Sapp and Alejandro Sastre, as regular members, to the Youth Advisory Board.

6C. **Canvass of Election, Public Safety Retirement Personnel System Local Board Elections**

Adopted **RES. 2014-108** ratifying the election results of the Public Safety Retirement System Local Boards electing Anthony Neely to the Public Safety Personnel Retirement System Local Fire Board and Michael Faith to the Public Safety Personnel Retirement System Local Police Board.

7C. **Code Amendment, Chapter 14, Zoning**

Adopted **ORD. 2014-21** amending the Peoria Zoning Ordinance (1977 edition) by amending Chapter 14 pertaining to general provisions, hillside development, signs, landscape, and administrative procedures and providing for severability and an effective date.

8C. **Annexation, Pinnacle Peak Road and 83rd Avenue**

Adopted **ORD. 2014-22** annexing approximately 7.22 acres of land located on the northwest corner of Pinnacle Peak Road and 83rd Avenue as proposed under Annexation Case ANX13-0004.

9C. **Rezoning, West Pointe Estates, Olive Avenue and 71st Avenue**

Concurred with the Planning and Zoning Commission's recommendation to adopt **ORD. 2014-23,** rezoning approximately 39 acres located at the southwest corner of 71st Avenue and Olive Avenue from C-2 (Intermediate Commercial) and C-4 (General Commercial) to the West Pointe Estates Planned Area Development. (Z13-0011)

10C. **Abandonment of City Interest, Federal Patent Easement, 70th Avenue and Mariposa Grande Lane**

Adopted **RES. 2014-109** authorizing the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities located east of 70th Avenue south of Mariposa Grande Lane and declaring an emergency.

11C. **Code Amendment, Chapter 12, Tax Rate Reduction on Food for Home Consumption**

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

At the request of Councilmember Rivero, Agenda Item 11C was pulled from the Consent Agenda for separate discussion.

Councilmember Rivero commented on the importance of the tax rate reduction for the citizens of the City.

Motion was made by Vice Mayor Aames, seconded by Councilmember Rivero, to adopt **ORD. 2014-24** amending Chapter 12 of the Peoria City Code (1992 Edition) pertaining to sales taxes to reduce the tax rate on retail food sales of food for home consumption from 1.8% to 1.6% with an effective date of July 1, 2014 and declaring an emergency.

Upon vote, the motion carried 6 to 1, with Mayor Barrett voting "no".

12C. **Intergovernmental Agreement, Maricopa County Superior Court, Jury Services**

Approved an Intergovernmental Agreement for Jury Services with Superior Court of Arizona in Maricopa County effective July 1, 2014 and expiring June 30, 2016 with four additional two-year terms, to expire no later than June 30, 2024.

13C. **Memorandum of Understanding, Maricopa County, United States Department of Justice Edward Byrne Memorial Justice Assistance Grant**

(a) Authorized the City Manager to enter into a Memorandum of Understanding with Maricopa County to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice in the amount of $20,976 for the funding of the Youth Citizen Police Academy and purchase of Biometric Identification Devices; and

(b) Approved a budget amendment in the amount of $20,976 from the Proposed Grants Contingency account to the Justice Assistance Grant Award account.

14C. **Grant, Governor's Office of Highway Safety, DUI Enforcement and Education**

(a) Authorized the City Manager to accept $40,000 from the Governor's Office of Highway Safety for DUI Enforcement and Education efforts; and

(b) Approved a budget amendment in the amount of $40,000 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant account for overtime.

15C. **Grant, Arizona State Library, Library Services and Technology Act, Sunrise Mountain Library**

(a) Accepted a grant from the Library Services and Technology Act in the amount of $6,705; and

(b) Approved a budget amendment in the amount of $6,705 from the Proposed Grant Contingency account to the Office Equipment and Furniture Program account, Sunrise Mountain Library.

16C. **Grant, Arizona State Library, Library Services and Technology Act, Main Library**

(a) Accepted a grant from the Library Services and Technology Act in the amount of $10,000; and

(b) Approved a budget amendment in the amount of $10,000 from the Proposed Grant Contingency account to the Community Promotions Program account, Main Library.

17C. **Grant, United States Department of the Interior Bureau of Reclamation, City Parks Water Conservation Project**

Accepted a grant in the amount of $25,000 from the United States Department of the Interior Bureau of Reclamation for City Parks Water Conservation Project grant agreement number R12AP32020 Mod 001.

18C. **Scoreboards, Purchase and Installation, Sports Complex Practice Fields**

(a) Authorized an expenditure not to exceed $50,000 from the Sports Complex General Admission Surcharge Reserves Fund for the improvement of complex facilities; and

(b) Authorized a budget amendment in the amount of $50,000 from the General Fund Contingency account to the Sports Complex General Admission Surcharge Other Professional Services account to make the purchase.

19C. **Fixed-Term Judicial Assistant Position**

(a) Authorized a fixed-term Judicial Assistant position in the Peoria Municipal Court to be funded from the Municipal Court Allocation Fund for Collections and Case Clean-up; and

(b) Approved a budget amendment in the amount of $55,209 from Proposed Grants Fund Contingency account to the Municipal Court Allocation Fund Personnel account.

20C. **Deeds and Easements, Various Locations**

Adopted **RES. 2014-110** accepting Deeds and Easements for various Real Property interests acquired by the City.

21C. **Final Plat, Caballos Del Rio, Happy Valley Road and 76th Drive**

Approved the Final Plat of Caballos Del Rio, located at Happy Valley Road and 76th Drive, subject to stipulations.

22C. **Final Plat, Candeo School, Calle Lejos and Lake Pleasant Parkway**

Approved the Final Plat of Candeo School, located at Calle Lejos and Lake Pleasant Parkway, subject to stipulations.

23C. **Final Plat, Vistancia Parcel F4 Phase 2, Vistancia Boulevard and Westland Road**

Approved the Final Plat of Vistancia Parcel F4 Phase 2, located at Vistancia Boulevard and Westland Road, subject to stipulations.

24C. **Final Plat, Vistancia Parcel F4 Phase 3, Vistancia Boulevard and Westland Road**

Approved the Final Plat of Vistancia Parcel F4 Phase 3, located at Vistancia Boulevard and Westland Road, subject to stipulations.

25C. **Final Plat, Vistancia Village H, Parcel H-15, White Peak Drive and 136th Avenue**

Approved the Final Plat of Vistancia Village H, Parcel H-15, located at White Peak Drive and 136th Avenue, subject to stipulations.

26C. **Final Plat, Vistancia Village H, Parcel H-17, White Peak Drive and Via Caballo Blanco**

Approved the Final Plat of Vistancia Village H, Parcel H-17, located at White Peak Drive and Via Caballo Blanco, subject to stipulations.

27C. **Final Plat, Vistancia Village H, Parcel H-18, White Peak Drive and Vistancia Boulevard**

Approved the Final Plat of Vistancia Village H, Parcel H-18, located south of White Peak Drive and west of Vistancia Boulevard, subject to stipulations.

28C. **Final Plat, Vistancia Village H, Parcel H-19, White Peak Drive and Vistancia Boulevard**

Approved the Final Plat of Vistancia Village H, Parcel H-19, located at White Peak Drive and Vistancia Boulevard, subject to stipulations.

29C. **Final Plat, Vistancia Village H, Parcel H-21, White Peak Drive and Vistancia Boulevard**

Approved the Final Plat of Vistancia Village H, Parcel H-21, located at White Peak Drive and Vistancia Boulevard, subject to stipulations.

30C. **Final Plat, Vistancia Village H, Parcel H-20, White Peak Drive and Vistancia Boulevard**

Approved the Final Plat of Vistancia Village H, Parcel H-20, located at White Peak Drive and Vistancia Boulevard, subject to stipulations.

31C. **Replat, Tierra Del Rio Parcel 22, 99th Avenue and Jomax Road**

Approved the Replat of Tierra Del Rio Parcel 22, located at 99th Avenue and Jomax Road, subject to stipulations.

32C. **Replat, Amended Unit F Condominium Plat of Arrowhead Ranch Business Park, 78th Avenue and Deer Valley Road**

Approved the Replat of Amended Unit F Condominium Plat of Arrowhead Ranch Business Park, located at 78th Avenue and Deer Valley Road, subject to stipulations.

33C. **Condominium Replat, a Portion of Building G of Stonegate Office Park Condominium, 83rd Avenue and Thunderbird Road**

Approved the Replat of a Portion of Building G of Stonegate Office Park Condominium, located at 83rd Avenue and Thunderbird Road, subject to stipulations.

REGULAR AGENDA

New Business:

34R. **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 New Wine and Beer Liquor License (Series 10) for Quiktrip #490, located at 8888 West Thunderbird Road, Troy C. DeVos, Applicant, LL#20009381;

(b) A New Domestic Farm Winery Liquor License (Series 13) for Winery 101, located at 9299 West Olive Avenue Suite 101, Gavin R. Gallifant, Applicant, LL#20010130; and

(c) A New Wholesale Liquor License (Series 04) for Sabaca Beverage Group-Arizona, located at 8990 West Windsor Drive, Tammy D. New, Applicant, LL#20010532.

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 New Wine and Beer Liquor License (Series 10) for Quiktrip #490, located at 8888 West Thunderbird Road, Troy C. DeVos, Applicant, LL#20009381;

(b) A New Domestic Farm Winery Liquor License (Series 13) for Winery 101, located at 9299 West Olive Avenue Suite 101, Gavin R. Gallifant, Applicant, LL#20010130; and

(c) A New Wholesale Liquor License (Series 04) for Sabaca Beverage Group-Arizona, located at 8990 West Windsor Drive, Tammy D. New, Applicant, LL#20010532.

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 Leone to recommend approval to the State Liquor Board for:

(a) A New Wine and Beer Liquor License (Series 10) for Quiktrip #490, located at 8888 West Thunderbird Road, Troy C. DeVos, Applicant, LL#20009381;

(b) A New Domestic Farm Winery Liquor License (Series 13) for Winery 101, located at 9299 West Olive Avenue Suite 101, Gavin R. Gallifant, Applicant, LL#20010130; and

(c) A New Wholesale Liquor License (Series 04) for Sabaca Beverage Group-Arizona, located at 8990 West Windsor Drive, Tammy D. New, Applicant, LL#20010532.

Upon vote, the motion carried unanimously 7 to 0.

35R. **PUBLIC HEARING - Bingo License, Loyal Order of Moose Lodge #2243**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the Arizona Department of Revenue for a Class A (Small Game) Bingo License for the Loyal Order of Moose Lodge #2243 located at 9550 West Peoria Avenue.

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for a Class A (Small Game) Bingo License for the Loyal Order of Moose Lodge #2243 located at 9550 West Peoria Avenue, Robert Turek, Applicant, #12464.

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

Council Action:

Motion was made by Councilmember Toma, seconded by Councilmember Patena, to recommend approval to the Arizona Department of Revenue for a Class A (Small Game) Bingo License for the Loyal Order of Moose Lodge #2243, located at 9550 West Peoria Avenue, Robert Turek, Applicant, #12464.

Upon vote, the motion carried unanimously 7 to 0.

36R. **PUBLIC HEARING - Rezoning, Rio Vista Boulevard and Thunderbird Road**

Staff Report:

Chris Jacques, Planning and Community Development Director, provided an overview of a request to rezone a 4.88-acre site for the relocation of an existing Quik Trip convenience store and gas station. The facility is proposed to be constructed on a port of the site with the balance of the site reserved for future commercial uses.

Mr. Jacques presented information regarding:

- Area context
- Key elements of the rezone
- Conceptual development plan
- Citizen participation
- Key findings

Public Hearing:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to rezone approximately 4.88 acres of land located on the northeast corner of Rio Vista Boulevard and Thunderbird Road from Intermediate Commercial and Planned Area Development to a single Planned Area Development for the relocation of an existing Quik Trip as proposed under zoning case Z14-0001.

Discussion ensued regarding:

- Access from the site to Rio Vista Boulevard
- Decommissioning and reuse of the existing Quik Trip store

Having no additional 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 Patena to adopt **ORD. 2014-26** rezoning approximately 4.88 acres of land located on the northeast corner of Rio Vista Boulevard and Thunderbird Road from Intermediate Commercial and Planned Area Development to a single Planned Area Development for the relocation of an existing Quik Trip as proposed under zoning case Z14-0001.

Upon vote, the motion carried 5 to 2, with Mayor Barrett and Councilmember Rivero voting “no”.

37R. **PUBLIC HEARING - Major Amendment to Saddleback Heights Planned Community District, State Route 74, 123rd Avenue and 171st Avenue**

Clerk's Note: Agenda Items 37R and 38R were presented together.

Staff Report:

Chris Jacques, Planning and Community Development Director, provided an overview of the request for a major amendment to 5,296 acres of the Saddleback Heights Planned Community District (PCD) to align the zoning with the approved 2011 Saddleback Heights Specific Area Plan.

Mr. Jacques presented information regarding:

- Area context
- History of Saddleback Heights
- 2011 Specific Area Plan Amendment
- Proposed PCD Amendment
- Land use alterations
- Planned Community Plan
- Citizen participation
- Key findings
- Background and purpose of the Amended and Restated Development Agreement pertaining to the proposed Major Amendment

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 5,296 acres of the 6,052 acre Saddleback Heights Planned Community District, modifying the overall project density, hillside development standards, use allowances, and project circulation (Zoning Case Z02-04A.1).

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

Council Action:

Motion was made by Councilmember Toma, seconded by Councilmember Edwards, to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2014-25,** approving a major amendment to 5,296 acres of the 6,052 acre Saddleback Heights Planned Community District, modifying the overall project density, hillside development standards, use allowances, and project circulation (Zoning Case Z02-04A.1).

Upon vote, the motion carried unanimously 7 to 0.

38R. **Saddleback Heights, Amended and Restated Development Agreement**

In response to questions from Council, Mr. Jacques noted the agreement would terminate if the owner fails to record a final plat within ten years of the effective date of the agreement.

Motion was made by Vice Mayor Aames, seconded by Councilmember Edwards, to approve a Development Agreement with Diamond Ventures, Inc. and other specified beneficiaries pertaining to the proposed Major Amendment to the Saddleback Heights Planned Community District.

Upon vote, the motion carried unanimously 7 to 0.

39R. **Code Amendment, Chapter 9, Fireworks**

Steve Kemp, City Attorney, provided background on a proposed amendment to Chapter 9 of the Peoria City Code pertaining to fireworks. Mr. Kemp informed Council that the Arizona Legislature recently adopted an amendment to State law which included a number of provisions impacting cities.

Mr. Kemp outlined the following changes to the City Code provisions:

- Incorporates the State Statute definition of permissible consumer fireworks;
- Use of permissible consumer fireworks will be permitted from June 24 through July 6 and December 24 through January 3 on private property in the City with the permission of the private property owner;
- Use of permissible consumer fireworks will not be permitted on property owned by the City or any political subdivision of the State ;
- Penalties are modified to conform with State law for the improper sale or use of permissible consumer fireworks;
- All definitions are revised to conform to the new State Statute.

Discussion ensued regarding the usage of permissible consumer fireworks within the City.

At the request of Council, Mr. Kemp advised that a list of items defined as permissible consumer fireworks would be provided to each member of the Council.

Motion was made by Councilmember Patena, seconded by Councilmember Edwards, to adopt **ORD. 2014-27** amending Chapter 9 of the Peoria City Code (1992) pertaining to fireworks and declaring an emergency.

Upon vote, the motion carried unanimously 7 to 0.

40R. **Lease Agreement, Theater Works**

John Sefton, Community Services Department Director, provided an overview of the proposed Second Amendment to the Improved Property Lease Agreement with Theater Works. Information included:

- History of the lease agreement with Theater Works
- Analysis of programming and managerial actions by Theater Works during the past year
- Recent discussions and activity

The following individuals representing Theater Works addressed Council in support of arts and culture in Peoria and the amended lease agreement:

Daniel Schay, Executive Director
Timothy Holt, Board Chairman-elect
Thomas Gyder, Board Treasurer

Alicia Rodriguez spoke in support of Theater Works and urged Council to approve the amended lease agreement.

Chris Hamby, Education Director for Theater Works, presented information on the educational programs and outreach provided by Theater Works and the benefits to the citizens of Peoria.

Lori Reiland voiced her support of the educational programs offered by Theater Works.

Motion was made by Vice Mayor Aames, seconded by Councilmember Patena, to approve the Second Amendment to the Improved Property Lease Agreement with Theater Works.

Upon vote, the motion carried unanimously 7 to 0.

41R. **Fiscal Year 2015 General Liability Insurance Package**

Steve Kemp, City Attorney, presented regarding the City's general liability insurance coverage for Fiscal Year 2015. Mr. Kemp informed Council the proposed insurance package provides sufficient insurance beyond the City's Self-Insured Retention level to ensure the City's financial exposure is protected. Mr. Kemp noted that the City's cyber liability protection was being increased to $5 million.

Motion was made by Councilmember Toma, seconded by Councilmember Patena, to award a General Liability Insurance Package for Fiscal Year 2015 as recommended by Willis of Arizona, Public Entity Services to maintain the City's Self-Insured Retention level at $1,000,000 per claim occurrence and $4,000,000 for the aggregate of claims during the year, with layers of insurance above those amounts up to $40,000,000.

Upon vote, the motion carried unanimously 7 to 0.

42R. **Fiscal Year 2015 Street Light and Maintenance Improvement District Levies**

Katie Gregory, Deputy Finance and Budget Director, presented an overview of proposed tax revenues for Maintenance and Street Light Improvement Districts within the City.

Motion was made by Councilmember Edwards, seconded by Vice Mayor Aames, to adopt **ORD. 2014-28** and **ORD. 2014-29** approving the Street Light and Maintenance Improvement District Levies for Fiscal Year 2015 and declaring an emergency.

Upon vote, the motion carried unanimously 7 to 0.

43R. **Fiscal Year 2015 Property Tax Levy**

Katie Gregory, Deputy Finance and Budget Director, reviewed the proposed Primary and Secondary Property Tax Levies for Fiscal Year 2015. The recommendation is for the City's overall property tax rate to remain at $1.44 per $100 of assessed valuation. The primary property tax rate is recommended to remain at $.19 per $100 of assessed valuation, with the secondary tax rate at $1.25 per $100 of assessed valuation.

Motion was made by Councilmember Edwards, seconded by Vice Mayor Aames, to adopt **RES. 2014-111** and **ORD. 2014-30** approving the City of Peoria, Arizona Primary and Secondary Property Tax Levies for Fiscal Year 2015 and declaring an emergency.

Upon vote, the motion carried unanimously 7 to 0.

44R. **Council Policy, Rules of Procedure for Ethics Complaints Involving City Council Members**

Steve Kemp, City Attorney, presented an overview of the proposed City Council Policy, CP1-15, Rules of Procedure for City Council Ethics Proceedings.

Discussion ensued regarding the timeframes contained in the policy pertaining to:

- Initiation of proceedings
- Screening investigation and recommendation by the City Council Ethics Subcommittee
- Hearing date

In response to questions from Council, Mr. Kemp confirmed that members of the City Council Ethics Subcommittee would recuse themselves from any proceeding involving complaints in which they may be named.

Motion was made by Vice Mayor Aames, seconded by Councilmember Edwards to adopt Rules of Procedure for Ethics Complaints involving City Council Members.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

45. **Council Calendar**

46. **Reports**

A. Carl Swenson, City Manager, provided information to Council related to Council Subcommittee updates.

B. John Sefton, Community Services Director, provided information on the 2014 Summer Splash Tour to be held at Sunset Park, located at 29898 North Sunset Point, on Saturday, June 21, 2014 beginning at 9:00 a.m.

C. Mike Weber, Deputy Utilities Director, reported on the City's participation and commendations awarded to staff at the Arizona Water Association Annual Conference held May 7-9, 2014. Mr. Weber informed Council that numerous Public Works-Utilities facilities also received recognition for exemplary safety records and practices.

D. Bo Larsen, Public Information Director, outlined the upcoming activities to honor the City of Peoria's 60th Anniversary.

Reports from City Council:

Council Youth Liaison Prior expressed his appreciation to the Council. Mr. Prior encouraged Council to continue supporting opportunities for the youth.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone congratulated Councilmember Toma on his appointment to the Council. Councilmember Leone recognized Council Youth Liaisons Jelinek and Prior for their service to the City.

Councilmember Toma voiced his appreciation for being selected to represent the Mesquite Council District.

Councilmember Edwards offered his congratulations to Councilmember Toma on his appointment to the Council. Councilmember Edwards thanked Council Youth Liaisons Jelinek and Prior for being an inspiration to the youth of Peoria.

Council Youth Liaison Jelinek thanked the Council and City staff for the experience provided to him as a Council Youth Liaison. Mr. Jelinek offered his condolences to the family of Lana Hamman, a Sunrise Mountain High School student who succumbed to sudden cardiac arrest on June 14, 2014 while vacationing in Mexico.

Councilmember Patena reported on the various City of Peoria activities he attended. Councilmember Patena extended his congratulations to Councilmember Toma. Councilmember Patena thanked Council Youth Liaisons Jelinek and Prior for representing the youth of the community.

Vice Mayor Aames welcomed Councilmember Toma as the representative of the Mesquite Council District . Vice Mayor Aames reported on his attendance at a grand opening event on June 5, 2014 for the Silverado Memory Care Community located at 13391 North 94th Drive. Vice Mayor Aames extended a farewell to Council Youth Liaisons Jelinek and Prior.

Reports from the Mayor:

Mayor Barrett announced that he presented the Mayor's Award at the Peoria Chamber of Commerce Annual Awards Celebration to Steve Kemp, City Attorney, and John Schell, Intergovernmental Affairs Director, in recognition of their efforts to have F-35 fighter jets assigned to Luke Air Force Base and save the base from closing. Mayor Barrett congratulated Council Youth Liaisons Jelinek and Prior and wished them success in their future endeavors. Mayor Barrett congratulated Councilmember Toma on his appointment to the Council to represent the Mesquite District.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 9:51 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 17th day of June, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
July 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 Jon Edwards, Carlo Leone, Bill Patena, Tony Rivero and Ben Toma.

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; Bo Larsen, Public Information Director; Brent Mattingly, Finance and Budget Director; Bobby Ruiz, Fire Chief; John Schell, Intergovernmental Affairs Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately ten members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

1. Sun City West Fire District Annexation Update

Susan Daluddung, Deputy City Manager, recognized the staff members contributing to the Sun City West Fire District annexation.

Ms. Daluddung introduced the Sun City West Fire District issue and provided background on the issue including:

- Proposed annexation area
- Pinnacle Peak County Island (proposed annexation area)
- Emergency response times

Melissa Sigmund, Senior Planner, outlined the following:

- City of Peoria's opposition to Sun City annexing the proposed land
- Peoria's civic engagement efforts
- Sun City's approach to annexing the proposed land

Discussion ensued regarding:

- City of Peoria's options for annexing non-contiguous property
- Parcels annexed into the City of Peoria
- Peoria's response to the Sun City West Fire District's efforts to annex property
- Outreach to citizens through media outlets
- Whether previously annexed properties can be annexed by the City of Peoria at a later date

Bobby Ruiz, Fire Chief, outlined the following:

- Types of fire agreements
    - Mutual Aid Agreement
    - Automatic Aid System
- Peoria grievance against the Sun City West Fire District action
- Order of dispatch into the proposed annexation area

Discussion ensued regarding:

- Whether Automatic Aid is voluntary
- Sun City West Fire District response capability
- Sun City West Fire District rates and why citizens would choose to be annexed by the Sun City West Fire District
- Delayed response time while responding to Sun City West Fire District calls
- Providing information to Peoria citizens
- Equity concerns for service delivery
- Whether the City of Peoria can withdraw from the automated response and go to a Mutual Aid agreement
- Whether State laws require the City of Peoria to respond to the annexation area
- City of Peoria's options for not responding to the proposed annexation area

John Schell, Intergovernmental Affairs Director, provided an update regarding proposed legislation to deal with the issue, including legislation that requires fire districts to take the same steps as a municipality is required to take in order to annex land. Mr. Schell provided a status update on proposed House Bill 2152 and House Bill 2044.

Discussion ensued regarding whether the City of Peoria can form its own fire district.

Ms. Daluddung outlined options for moving forward, including:

- Actively seek annexations
- Communication with property owners
- Force compliance with the Automatic Aid agreement

- Pursue new legal/legislative efforts
- Work with the State Land Department to move annexations forward
- Continue discussions on issues with the Sun City West Fire District

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:14 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, Vice Mayor Aames led the Pledge of Allegiance.

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

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; John Imig, Information Technology Director; Shawn Kreuzwiesner, Engineering Planning Manager; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Roy Minter, Police Chief; Dan Nissen, Assistant City Engineer; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Scott Whyte, Economic Development Services Director; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

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

Mayor Barrett announced that Agenda Item 33R has been pulled from the agenda at the request of staff. No action was taken on this item.

Presentation:

2. Certificates of Election

Mayor Barrett presented 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.

Clerk's Note: Anthony Neely was not present to receive his certificate.

3. Certificates of Appointment

Mayor Barrett and Councilmember Patena presented 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.

Clerk's Note: Frank Hinds was not present to receive his certificate.

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

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

Councilmember Rivero requested that Agenda Items 11C, 12C and 14C be removed for separate discussion.

Motion was made by Councilmember Edwards, seconded by Councilmember Leone, to approve the Consent Agenda with the exception of Agenda Items 11C, 12C and 14C. Upon vote, the motion carried unanimously 7 to 0.

4C. **Minutes**

Approved the following minutes:

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

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

Authorized 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**

Authorized 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**

Approved 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**

Approved 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**

(a) Accepted $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) Approved 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**

(a) Accepted $17,913 from the Arizona Criminal Justice Commission for Peoria's participation in the Fiscal Year 2015 Crime Victim Assistance Program; and

(b) Approved 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**

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

At the request of Councilmember Rivero, Agenda Item 11C was pulled from the Consent Agenda for separate discussion.

Bill Mattingly, Public Works Director, provided a brief overview of the proposed job order contract with J. Banicki Construction, Inc. for pavement restoration on 75th Avenue.

Motion was made by Councilmember Leone, seconded by Vice Mayor Aames, 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.

Upon vote, the motion carried unanimously 7 to 0.

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

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

At the request of Councilmember Rivero, Agenda Item 12C was pulled from the Consent Agenda for separate discussion.

Dan Nissen, Assistant City Engineer, presented an overview of the Peacock Village Waterline Replacement project to replace approximately 9,000 linear feet of aging waterline with ductile iron pipe and replace service lines within the subdivision.

Motion was made by Vice Mayor Aames, seconded by Councilmember Leone, 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.

Upon vote, the motion carried unanimously 7 to 0.

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

(a) Authorized the City Manager to renew the service contract with the Greater Phoenix Economic Council for economic development activities in Fiscal Year 2015; and

(b) Approved 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**

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

At the request of Councilmember Rivero, Agenda Item 14C was pulled from the Consent Agenda for separate discussion.

Scott Whyte, Economic Development Services Director, provided a brief overview of the request for contract building inspection services to address the impact to inspection services based on the increase in development activity.

Rebecca Zook, Deputy Economic Development Services Director, presented the following statistical data:

- Number of building permits issued
- Number of building inspections
- Number of building inspections per inspector
- Number of rollover inspections since Fiscal Year 2013
- Number of single-family residential permits issued

In response to questions from Council, Katie Gregory, Deputy Finance and Budget Director, confirmed that the request would appropriate the use of one-time General Fund reserves.

Motion was made by Vice Mayor Aames, seconded by Councilmember Rivero, 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.

Upon vote, the motion carried unanimously 7 to 0.

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

Carried 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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **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**

Approved the Petition for Formation and adopted **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 adopted **RES. 2014-103** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

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

Adopted **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**

Approved 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**

Approved 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**

Approved 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**

Approved 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**

Approved 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**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation 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.

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

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

Council Action:

Motion was made by Councilmember Leone, seconded by Vice Mayor Aames, 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.

Upon vote, the motion carried unanimously 7 to 0.

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

At the beginning of the meeting, Mayor Barrett announced that Agenda Item 33R related to two Intergovernmental Agreements with the City of Glendale for Landfill Disposal Services and Recyclable Processing Services was pulled from the agenda at the request of staff.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

34. **Council Calendar**

35. **Reports**

Carl Swenson, City Manager, reported on the memorial service held in Prescott to mark the anniversary of the deaths of the 19 firefighters who perished in the Yarnell Hill Fire on June 30, 2013.

A. PeoriaReporter Citizen Online Reporting System

John Imig, Information Technology Director, introduced a new smartphone application developed to engage Peoria citizens. The PeoriaReporter system allows instant access to City information and provides the opportunity to report non-emergency issues.

B. New Council Chamber Cameras

Bo Larsen, Public Information Director, presented information on the high-definition cameras that will replace the aging television cameras in the Council Chamber.

C. All-American July 4th Festival

John Sefton, Community Services Director, provided information on the All-American July 4th Festival to be held at the Peoria Sports Complex on Friday, July 4, 2014 beginning at 5:00 p.m.

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone thanked the Fire Department and Police Department staff for their service to the community.

Councilmember Toma reported on the various City of Peoria activities he attended. Councilmember Toma congratulated the Mayor and Council on receiving three Desert Peaks Awards presented to the City by the Maricopa Association of Governments.

Councilmember Edwards reported on the various City of Peoria activities he attended. Councilmember Edwards reminded the public to watch their children around swimming pools. Councilmember Edwards wished everyone a safe Fourth of July holiday.

Councilmember Patena reported on the Benevilla grand opening held on June 26, 2014. The event celebrated the opening of a new satellite office housed in the Peoria Main Library. Councilmember Patena praised Peoria firefighters for saving three young adults trapped inside a burning apartment.

Vice Mayor Aames reported on the various City of Peoria activities he attended. Vice Mayor Aames wished everyone a happy Fourth of July holiday.

Reports from the Mayor:

Mayor Barrett reminded the public that the Peoria City Council will be on summer break until August.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:40 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 July, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
August 7, 2014

A **Special Emergency Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 11:00 a.m.

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

Members Absent: Mayor Bob Barrett.

Other Municipal Officials Present: Carl Swenson, City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

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.

Councilmember Ben Toma recused himself from participating in the August 7, 2014 Special Emergency Meeting to avoid the appearance of impropriety or potential conflict of interest.

Motion was made by Councilmember Patena, seconded by Councilmember Leone, to approve the Consent Agenda. Upon vote, the motion carried 5 to 0.

1C. **Authorization to Hold an Executive Session – Special Emergency Meeting**

Authorized the holding of an Executive Session for the purpose of discussion and consultation with legal counsel for legal advice pertaining to the August 26, 2014 City of Peoria election for the Mesquite District pursuant to A.R.S. § 38-431.03.A.7.

Council recessed into Executive Session at 11:03 a.m.

Council reconvened to the Special Emergency Meeting at 12:00 p.m.

REGULAR AGENDA

New Business:

2R. **Mesquite District Election Process**

Carl Swenson, City Manager, outlined the importance of the Special Emergency Meeting for City Council to address errors that have occurred with the Mesquite District Council seat election. Mr. Swenson referred to a letter from County Manager, Tom Manos, in which Mr. Manos acknowledged that the erroneous ballots were the responsibility of the County and that the County Administration and Board of Supervisors will support any decision the Peoria City Council makes to address the errors that have occurred in the Mesquite District Council race.

Rhonda Geriminsky, City Clerk, provided an overview of the chronological events related to early balloting for Mesquite District early voters. Ms. Geriminsky indicated that early ballots were mailed on July 31, 2014. Ms. Geriminsky advised she was notified on August 1, 2014 that the early ballots sent to the Mesquite District voters did not contain a complete list of eligible candidates. On August 4, 2014 a corrected ballot was mailed to Mesquite District voters on the permanent early voting list. On August 6, 2014 Ms. Geriminsky was notified that the new early ballots contained the same error and did not contain a complete list of eligible Mesquite District candidates. The County Elections Department cited that the printing vendor failed to print the correct ballot.

Ms. Germinsky outlined information provided in the Council packet which detailed the communications between the City Clerk's Office and the County Elections Department prior to the mailing of the early ballots. Ms. Geriminsky affirmed that all communications reflect a complete list of eligible candidates for the Mesquite District.

Ms. Geriminsky indicated that the County Elections Department awaits direction from City Council on how to proceed with the Mesquite District election.

Steve Kemp, City Attorney, indicated that the City of Peoria is in an unprecedented situation which is not addressed in State Statute. Mr. Kemp stated that in reviewing options, staffs' priority was to maximize opportunities for qualified electors of the Mesquite District to participate in the election process.

Mr. Kemp outlined the following options to address the Mesquite District election:

1. Do Nothing – Send Out New Ballot

Mail a third ballot to the Mesquite District voters on the permanent early voting list.

2. Mail Ballot Sent to all Registered Voters (in Mesquite District)

Mail a candidate-only ballot to all Mesquite District voters, not just those on the permanent early voting list.

3. Require All Voting at Polling Place

Require all Mesquite District voters to vote at their polling location, regardless of permanent early voting status.

4. Utilize Remote Vote Locations

Establish Remote Vote Locations to allow Mesquite District voters to obtain and cast a candidate-only ballot or drop off early ballots. Remote Vote Locations would be open through August 26, 2014 Election Day.

5. Conduct a Special Election

Cancel the August 26, 2014 Primary Election and move it to November 4, 2014. A special run-off election, if necessary, would be held in either December 2014 or March 2015.

Mr. Kemp indicated that staff recommended a combination of Options 2 and 4 as follows:

2. Mail Ballot Sent to all Registered Voters (in Mesquite District)

Mail a candidate-only ballot to all Mesquite District voters, not just those on the permanent early voting list.

4. Utilize Remote Vote Locations

Establish Remote Vote Locations to allow Mesquite District voters to obtain and cast a candidate-only ballot or drop off ballots. Remote Vote Locations would be open through August 26, 2014 Election Day.

Mr. Kemp stated these two options most closely mirror State Statute and is a process that is already done across the state. Voters can also vote and drop off ballots at their normal polling location. Mr. Kemp reiterated that the City would work with the County to ensure that all efforts are made to ensure that all qualified electors are able to vote and that all votes count. Mr. Kemp indicated that the staff recommendation is the best solution to protect the interests of the voters in the Mesquite District.

Bridget Binsbacher, Mesquite District Candidate, indicated that while it was critical to take steps to ensure that all eligible candidates are on the ballot, her primary concern is for the Mesquite District voters and their rights as voters and citizens of the District. Ms. Binsbacher stressed that all votes must be counted to ensure a fair election and that this should be the City's priority moving forward.

Ben Toma, Mesquite District Candidate and Interim Mesquite District Councilmember, expressed his concern that all voters have the right and opportunity to choose who they want to vote for in the Mesquite District election and that all votes count.

Ken Krieger, Mesquite District Candidate, indicated that protecting the integrity of the Mesquite District election and the rights of the voters is paramount. Mr. Krieger expressed concerns regarding the costs associated with addressing the Mesquite District ballot issues. Mr. Krieger stated that he has filed a complaint in Federal Court to stop the Mesquite District Primary Election and force a Special Election and requested that Council support a Special Election or allow the Court to decide on how to move forward with the Mesquite District election.

Councilmember Patena thanked the Mesquite District candidates for their comments. Councilmember Patena indicated that he wants the matter resolved in the best interest of the voters and fairest manner for the candidates. Councilmember Patena indicated that the County has taken full responsibility for the Mesquite District ballot issues and that it is important that the City face no additional costs related to resolving the issue.

Councilmember Leone thanked the Mesquite District candidates for their comments and reiterated that the County has taken responsibility for the Mesquite ballot issues. Councilmember Leone expressed the importance of exercising your right to vote.

Vice Mayor Aames indicated his opposition to the staff recommendation and instead supports a Special election.

Carl Swenson, City Manager, indicated that the County Manager, Tom Manos, acknowledged the County's financial responsibility and obligation for all costs associated with the ballot corrections.

Motion was made by Councilmember Patena, seconded by Councilmember Edwards, to accept the staff recommendation and direct the County Elections Department to implement a combination of options 2 and 4 as shown above. Upon vote, the motion carried 3 to 2 with Vice Mayor Aames and Councilmember Rivero voting "no".

Call To The Public (Non-Agenda Items)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 12:44 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 7th day of August, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____
Rhonda Geriminsky, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C

Date Prepared: July 2, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, CMC, City Clerk

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Board and Commission Appointments/Reappointments

Purpose:

This is a request for City Council to appoint/reappoint board and commission members as recommended by the Council Subcommittee on Policy and Appointments as follows:

Reappointments

Board/Commission	Name	Term Expiration
Planning and Zoning Commission	Jeff Nelson	December 2017

Appointments

Board/Commission	Name	Term Expiration
Youth Advisory Board	Ryan Payne	June 2016
	Hwee Lee	June 2016
	Julia Blunck	June 2016
	Aleesa Sells	June 2015

Background/Summary:

The Council Subcommittee makes recommendations for board and commission membership based on term expirations and vacancies from resignations or changes to member eligibility status.

Previous Actions:

On June 10, 2014, the Council Subcommittee on Policy and Appointments recommended appointments/reappointments to various boards and commissions.

On June 16, 2014, a memorandum was submitted to Mayor and Council, outlining the appointment recommendations from the June 10, 2014 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A. Appoint/reappoint recommended board and commission members.

B: Continue recruitment efforts to fill board and commission vacancies.

Staff's Recommendation:

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

Adopt RES. 2014-112 reappointing Jeff Nelson, to the Planning and Zoning Commission, as a regular member, to a term to expire December 2017, and

Adopt RES. 2014-113 appointing Ryan Payne, Hwee Lee, and Julie Blunck, to the Youth Advisory Board, as regular members, to terms to expire June 2016 and appointing Aleesa Sells, to the Youth Advisory Board, as a regular member, to a term to expire June 2015.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, the newly appointed board and commission members will be invited to attend the September 2, 2014 City Council meeting to accept Certificates of Appointment.

Exhibit(s):

Exhibit 1: Resolution No. 2014-112
Exhibit 2: Resolution No. 2014-113

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

RESOLUTION 2014-112

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING JEFF NELSON TO THE PLANNING AND ZONING COMMISSION AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, there currently exists a vacant regular position on the Planning and Zoning Commission; and

WHEREAS Jeff Nelson desires to be a member of and reappointed to the Planning and Zoning Commission; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Jeff Nelson, as a regular member, to the City of Peoria Planning and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Jeff Nelson is reappointed, as a regular member, to the City of Peoria Planning and Zoning Commission.

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

Jeff Nelson December 2017

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 27th day of August 2014.

CITY OF PEORIA, an Arizona municipal corporation

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

RESOLUTION 2014-113

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING RYAN PAYNE, HWEE LEE, JULIA BLUNCK, AND ALEESA SELLS TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, Emily Sarbacker, Hamza Amjad, Elizabeth Gonzalez, and Thomas Prior of the Youth Advisory Board graduated in May 2014 and there exists four vacancies; and

WHEREAS Ryan Payne, Hwee Lee, Julia Blunck, and Aleesa Sells desire to be members of and appointed to the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointments of Ryan Payne, Hwee Lee, Julia Blunck, and Aleesa Sells, as regular members, to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Ryan Payne, Hwee Lee, Julia Blunck, and Aleesa Sells are appointed as regular members to the City of Peoria Youth Advisory Board.

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

Ryan Payne	June 2016
Hwee Lee	June 2016
Julia Blunck	June 2016
Aleesa Sells	June 2015

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 27th day of August 2014.

CITY OF PEORIA, an Arizona municipal corporation

_____

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: 8C

Date Prepared: June 25, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Right of Way Annexation, Lake Pleasant Parkway, Williams to Pinnacle Peak Roads

---

Purpose:

This is a request for City Council to authorize the adoption of an Ordinance approving the annexation of right of way for the final stretch of Lake Pleasant Parkway between Williams and Pinnacle Peak Roads.

Background/Summary:

In January 1998 Council approved an Intergovernmental Agreement (IGA) with Maricopa County for improvements to the 83rd Avenue Parkway (Lake Pleasant Parkway between 83rd Avenue and Pinnacle Peak Road). One of the stipulations of the IGA was for the City to annex any remaining strips of County right of way within the project limits. In 2003 Council approved the annexation of the Lake Pleasant Parkway right of way between Beardsley and Williams Roads. This will be the final annexation in fulfillment of the IGA.

Annexing this right of way will incorporate all roadway improvements into City jurisdiction and clarify the City's responsibility for maintenance and emergency response.

Previous Actions:

- January 1998 – Council approved an Intergovernmental Agreement with Maricopa County for the improvements to Lake Pleasant Parkway.
- July 2003- Council approved the annexation of Lake Pleasant Parkway right of way between Beardsley and Williams Roads.

Options:

A: Approve the annexation of the unincorporated Lake Pleasant Parkway right of way between Williams and Pinnacle Peak Roads.

B: Deny the approval of the annexation resulting in potential future maintenance and emergency response issues.

Staff's Recommendation:

Staff recommends the adoption of the annexation ordinance allowing the City to annex the unincorporated Lake Pleasant Parkway right of way between Williams and Pinnacle Peak Roads.

Fiscal Analysis:

Costs associated with the maintenance of the roadway were identified in the initial design and construction phase of the roadway improvements.

Narrative:

Upon completion of the annexation process the City will assume all rights of ownership and responsibility for operation and maintenance.

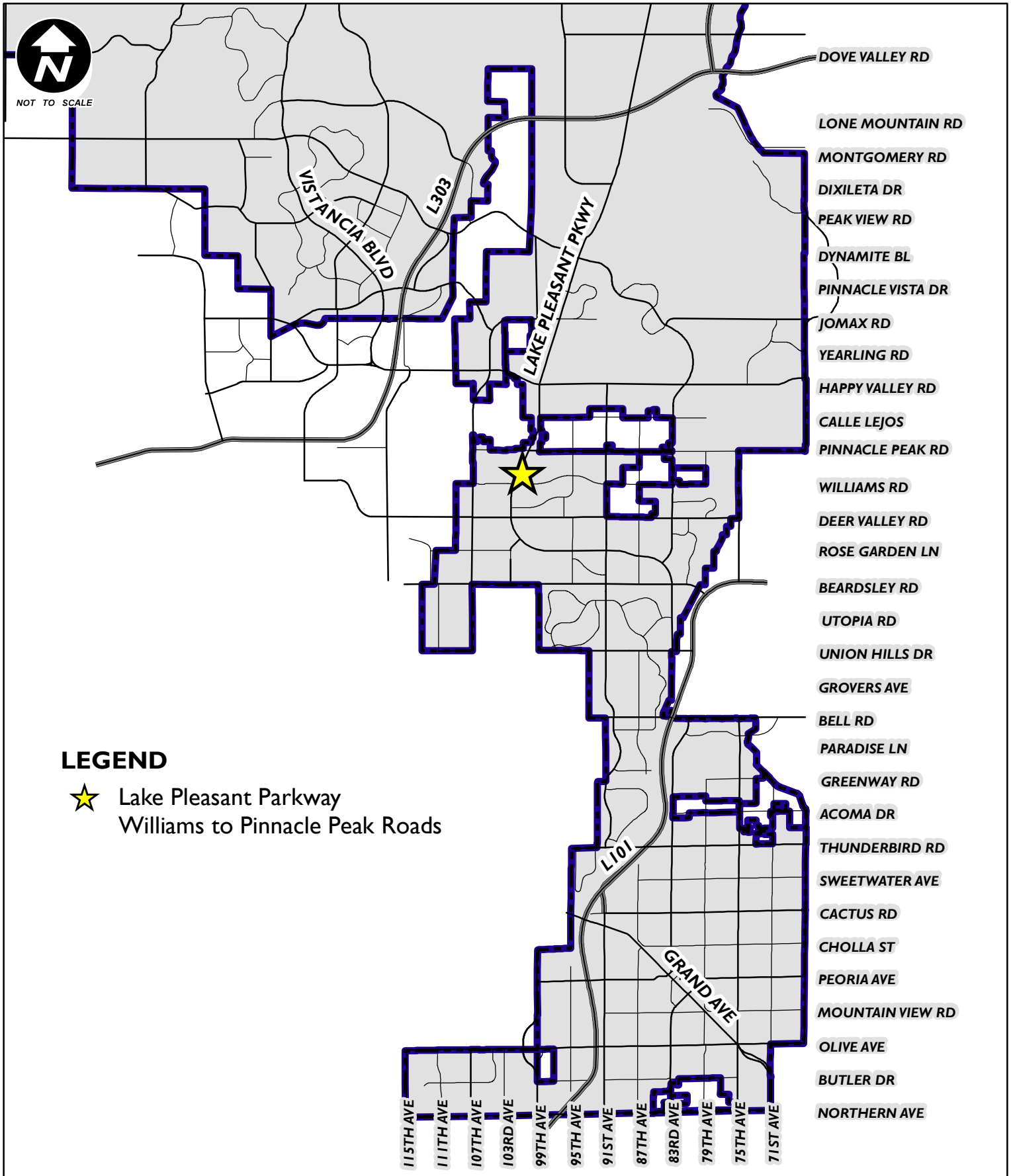
Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Ordinance

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

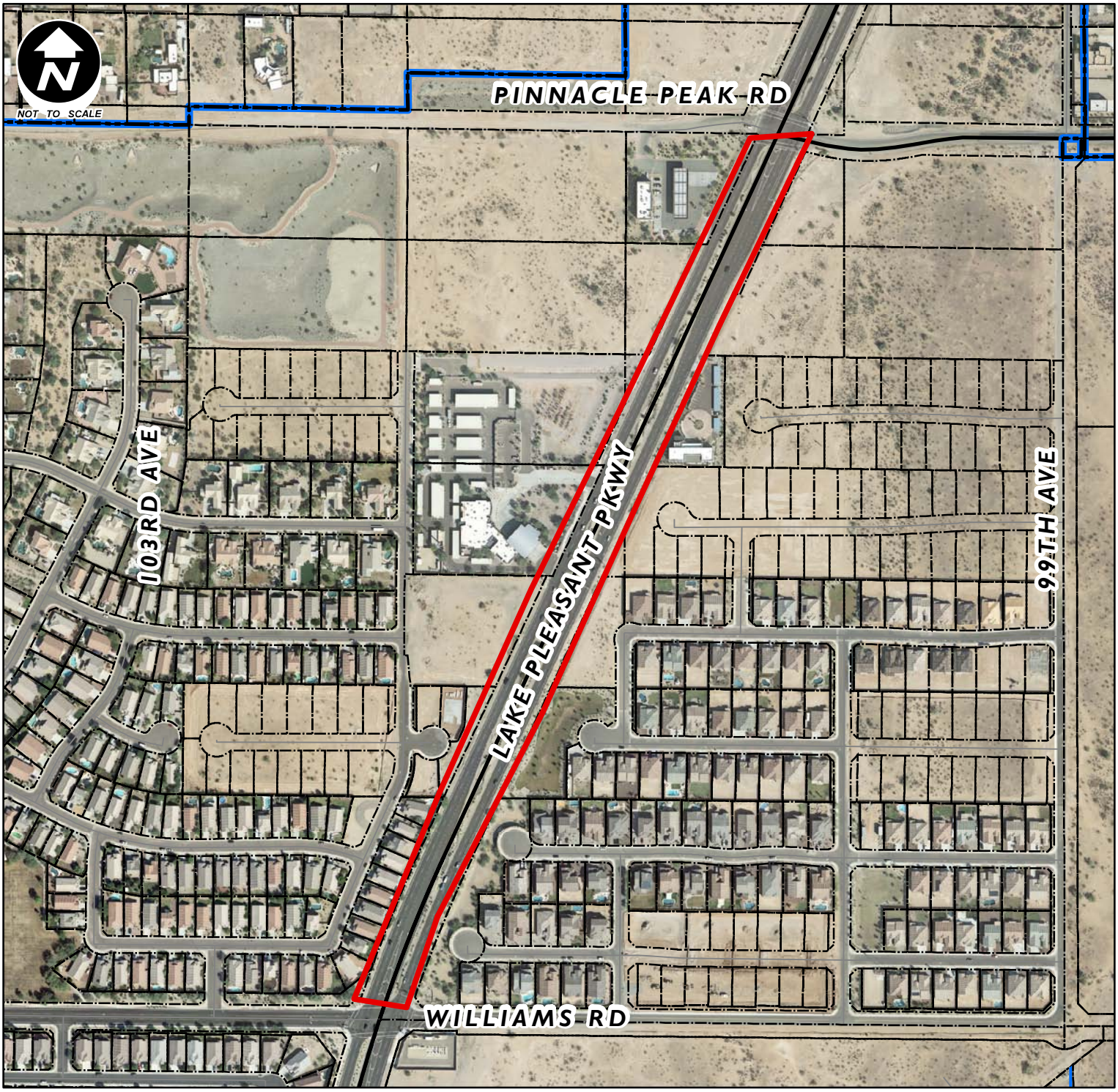
City of Peoria
ENGINEERING

Lake Pleasant Parkway Annexation
Williams to Pinnacle Peak Roads
Vicinity Map



City of Peoria
ENGINEERING

Lake Pleasant Parkway Annexation
Williams to Pinnacle Peak Roads
Location Map



LEGEND

Right-of-Way Annexation

Parcels

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Angela\Maps by William\DeerValleyRd_SouthwestGasEasement_LocationMap.mxd ENG WRB 2014-03-10

ORDINANCE NO. 2014-33

AN ORDINANCE OF THE CITY OF PEORIA, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA, ARIZONA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, AND PROVIDING FOR THE RECORDING OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE FOR THE ANNEXATION.

WHEREAS, the territory described in Exhibit A, attached hereto and incorporated herein by reference thereto, and as illustrated on the map attached hereto as Exhibit B, which is likewise incorporated herein reference thereto, is existing Maricopa County right of way (hereafter "right of way"), known as Lake Pleasant Parkway from Williams Road to Pinnacle Peak Road; and

WHEREAS, such right of way has no taxable real property located within such right of way; and

WHEREAS**,** the City of Peoria, Arizona is desirous of extending and increasing the corporate limits of the City of Peoria, Arizona to include the right of way; and

WHEREAS, the right of way is adjacent to the existing corporate limits of the City of Peoria, Arizona for the entire length of the proposed annexation; and

WHEREAS, the governing body of Maricopa County, Arizona has or contemplates giving its mutual consent to the annexation of such territory within the County right of way by the City of Peoria, Arizona; and

WHEREAS**,** by adoption of this ordinance, it is the intent and desire of the Mayor and Council of the City of Peoria, Arizona, to mutually consent to and to annex the right of way to the City of Peoria, Arizona, and to give their mutual consent thereto.

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

SECTION 1. That the territory in the Maricopa County right of way as described in Exhibits A and B attached hereto is hereby annexed to the City of Peoria, Arizona, and that the present corporate limits of the City of Peoria, Arizona are hereby extended and increased to include the Maricopa County right of way described in Exhibits A and B attached hereto, all of which such right of way is contiguous for the entire length thereof to the present corporate limits of the City of Peoria, Arizona.

SECTION 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Peoria, Arizona, certified by the Mayor of said City be forthwith filed and recorded in the office of the County Recorder's of Maricopa County, Arizona.

SECTION 3. The deannexation herein provided for shall become effective in the manner provided by law, upon approval of the governing body of Maricopa County, Arizona consenting to the deannexation.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 27th day of August, 2014.

_____
Bob Barrett, Mayor

Date Signed: _____

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: September 5, 2014
Effective Date:

ATTACHMENTS:
1. Exhibit A – Legal Description
2. Exhibit B - Map

EXHIBIT A

LEGAL DESCRIPTION

ALL OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA EXCEPT THAT PORTION ANNEXED BY THE CITY OF PEORIA IN ORDINANCE 81-53, RECORDED IN DOCKET 15540, PAGE 1535, MARICOPA COUNTY RECORDS.

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.06.16 17:21:57 -07'00'

(Expires 6/30/17)

ELECTRONIC SEAL

http://www.btr.state.az.us/

TITLE: LAKE PLEASANT PARKWAY ANNEXATION

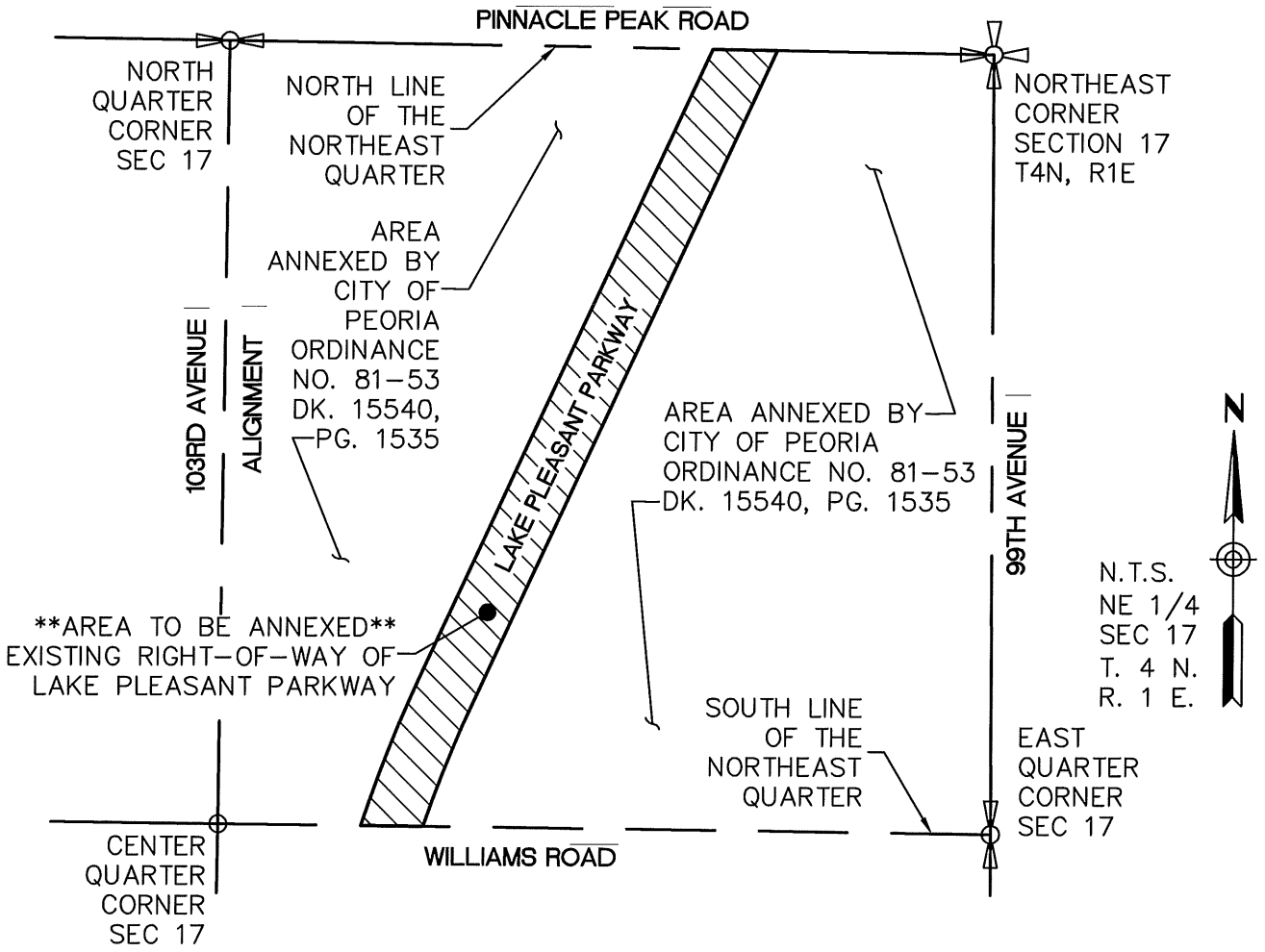
Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177 **Fax: 602-277-6286**

EXHIBIT A

SKETCH



Sheet 2 of 3

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.06.16 17:22:12 -07'00'

(Expires 6/30/17)

ELECTRONIC SEAL

http://www.btr.state.az.us/

TITLE: LAKE PLEASANT PARKWAY ANNEXATION

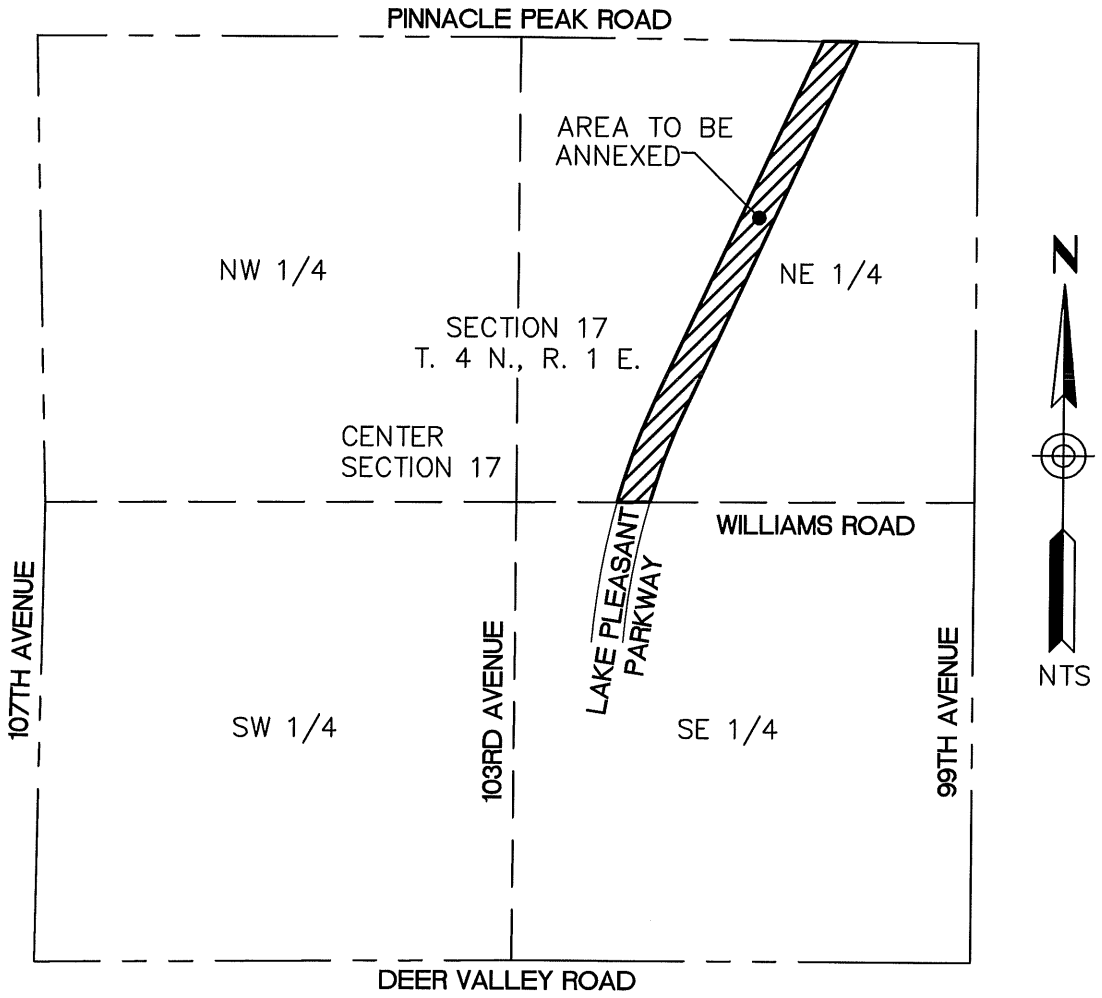
Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177 **Fax: 602-277-6286**

EXHIBIT B

VICINITY MAP



Sheet 3 of 3

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.06.16 17:22:32 -07'00'

(Expires 6/30/17)

ELECTRONIC SEAL

http://www.btr.state.az.us/

TITLE: LAKE PLEASANT PARKWAY ANNEXATION

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177 **Fax: 602-277-6286**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C

Date Prepared: July 28, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Right of Way Deannexation, 99th Avenue, Ironwood Drive to Sun City Boulevard Alignment

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Purpose:

This is a request for City Council to authorize the adoption of an Ordinance approving the deannexation of the 99th Avenue right of way between Ironwood Drive and the Sun City Boulevard Alignment.

Background/Summary:

The easterly most lane and the sidewalk of 99th Avenue between Olive Avenue and extending to a half mile north of Peoria Avenue are currently within Peoria's jurisdiction. This confusing jurisdictional boundary with Maricopa County has posed problems over the years regarding maintenance and emergency response. The City currently maintains the curb and sidewalk within the proposed deannexation area.

A recent change to the Arizona State Statutes allows municipalities to deannex and sever right of way from a city and return it to the county as long as the right of way is partially located within the city and the unincorporated area of the county.

Previous Actions:

- Staff has submitted the deannexation area legal description and sketch to Maricopa County for their review and approval.

Options:

A: Approve the deannexation of the 99th Avenue right of way north of Olive Avenue to a half mile north of Peoria Avenue (Sun City Boulevard alignment).

B: Deny the approval of the deannexation resulting in potential future maintenance and emergency response issues.

Staff's Recommendation:

Staff recommends the adoption of the deannexation ordinance allowing the City to deannex the incorporated 99th Avenue right of way north of Olive Avenue to a half mile north of Peoria Avenue (Sun City Boulevard alignment).

Fiscal Analysis:

There is no fiscal impact to the City by deannexing this right of way.

Narrative:

Upon completion of the deannexation process the County will assume all rights of ownership and responsibility for operation and maintenance.

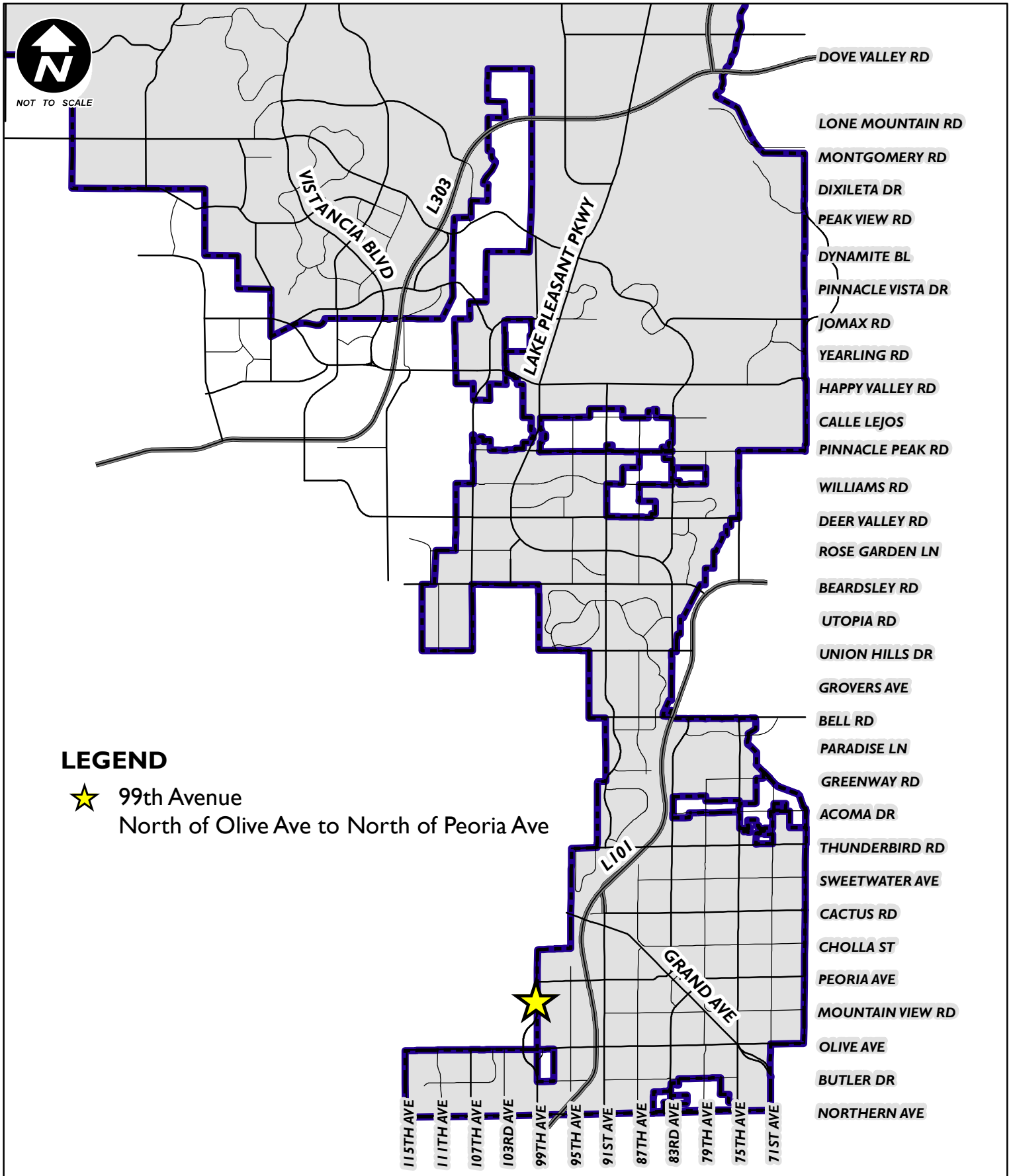
Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Ordinance

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

City of Peoria
ENGINEERING

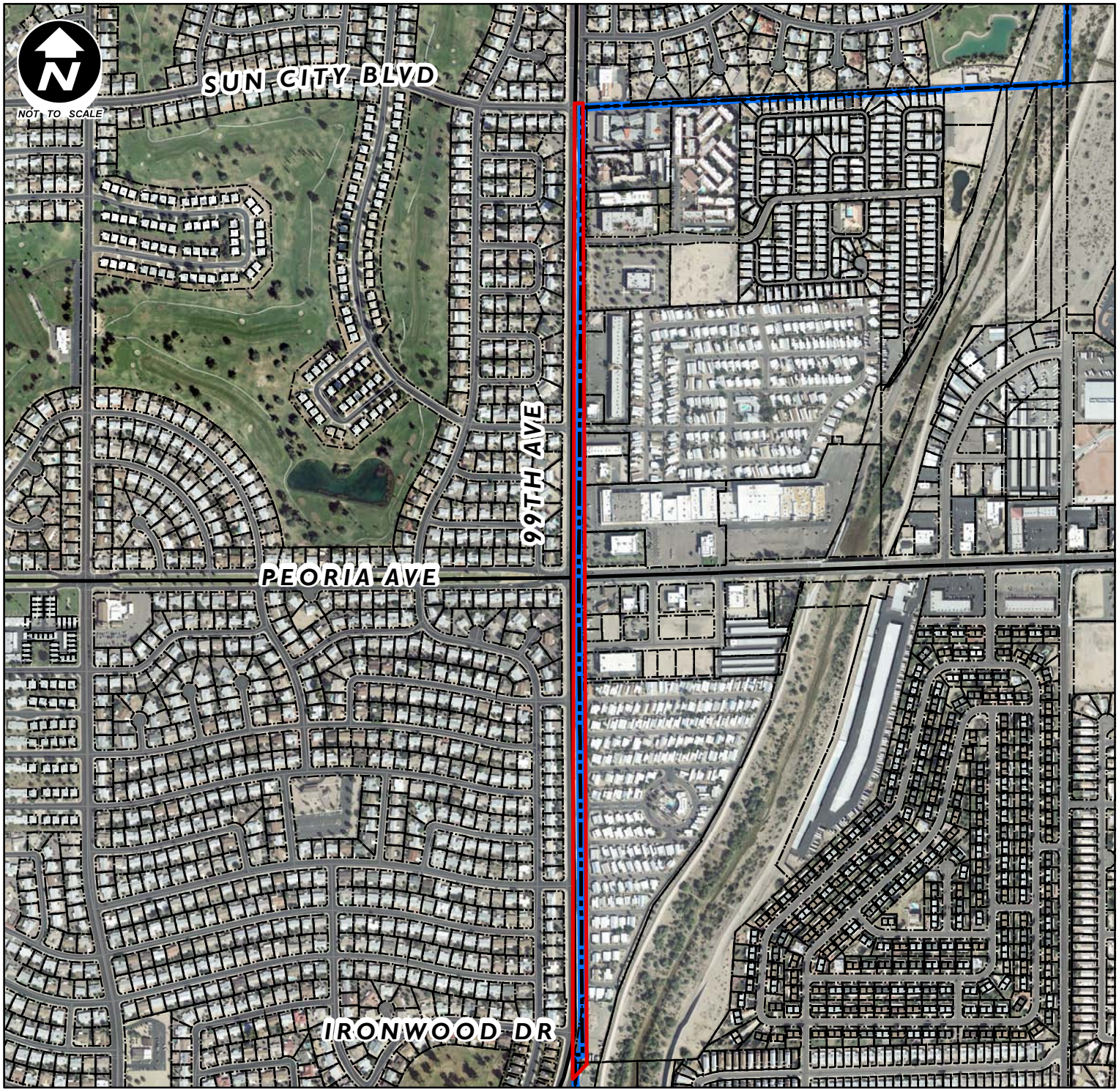
99th Avenue Right-of-Way Deannexation
North of Olive Avenue to
North of Peoria Avenue
Vicinity Map



City of Peoria
ENGINEERING

99th Avenue Right-of-Way Deannexation
North of Olive Avenue to
North of Peoria Avenue

Location Map



LEGEND

Deannexation

Peoria City Limits

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria
Arizona

NOTE
Map based on imprecise source
Information, subject to change and
FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Angela\Maps by William\DeerValleyRd_SouthwestGasEasement_LocationMap.mxd ENG WRB 2014-03-10

ORDINANCE NO. 2014-32

AN ORDINANCE OF THE CITY OF PEORIA, ARIZONA, DEANNEXING CERTAIN RIGHT OF WAY WITHIN THE INCORPORATED LIMITS OF THE CITY OF PEORIA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the territory described in Exhibit A, attached hereto and incorporated herein by reference thereto, and as illustrated on the map attached hereto as Exhibit B, which is likewise incorporated herein by reference thereto, is existing City of Peoria right of way (hereafter "right of way"), known as 99th Avenue from north of Olive Avenue to north of Peoria Avenue; and

WHEREAS, the 99th Avenue right of way is partially located within the existing corporate limits of the City of Peoria, Arizona and partially located within the unincorporated area of Maricopa County; and

WHEREAS**,** it is the intention and desire of the Mayor and Council of the City of Peoria, Arizona to deannex this right of way from the City of Peoria so that it may be severed from the City of Peoria corporate limits and returned to Maricopa County;

WHEREAS, the legal description and map of the 99th Avenue right of way deannexation area have been provided to Maricopa County for review and approval;

WHEREAS, the governing body of Maricopa County, Arizona has or contemplates giving its mutual consent to the deannexation of such territory within the 99th Avenue right of way by the City of Peoria, Arizona.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. That the following described right of way is to be deannexed and severed by the City of Peoria and returned to Maricopa County, to wit:

See Exhibit "A" to this Ordinance, Legal Description
See Exhibit "B" to this Ordinance, Map

SECTION 2. That pursuant to A.R.S. §9-471.02 and §9-471.03, the Mayor and Council of the City of Peoria, Arizona declare the right of way described in Section 1, Exhibit "A" is deannexed from the City of Peoria, Arizona upon fulfillment of the conditions set forth in A.R.S. §9-471.02 and §9-471.03.

SECTION 3. The deannexation herein provided for shall become effective in the manner provided by law, upon approval of the governing body of Maricopa County, Arizona consenting to the deannexation.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 27th day of August, 2014.

_____
Bob Barrett, Mayor

Date Signed: _____

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Date: September 5, 2014
Effective Date:_____

ATTACHMENTS:
1. Exhibit A – Legal Description
2. Exhibit B – Vicinity Map

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE RIGHT-OF-WAYS OF 99TH AVENUE AND PEORIA AVENUE, AS WELL AS, A PORTION OF THAT TRACT AS CONVEYED TO S.C. PROPERTIES, L.L.C. BY DEED OF RECORD IN DOCKET 8433, PAGE 177, MARICOPA COUNTY RECORDS (MCR) AND ALL LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 21 OR THE WEST HALF OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28 (CALCULATED) FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (CALCULATED) BEARS N00°29'27"W A DISTANCE OF 2651.87 FEET;

THENCE N0°29'27"W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2540.43 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID 99TH AVENUE, SAID POINT BEING POINT OF BEGINNING #1;

THENCE N0°29'27"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 111.44 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28 (CALCULATED), SAID POINT BEING THE SOUTHWEST CORNER OF SAID S.C. DEVELOPMENT COMPANY TRACT;

THENCE N0°28'02"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, SAID LINE BEING THE WEST LINE OF SAID S.C. COMPANIES TRACT, A DISTANCE OF 40.01 FEET;

THENCE N88°12'38"E, ACROSS SAID S.C. DEVELOPMENT COMPANY TRACT, A DISTANCE OF 40.01 FEET TO A POINT TO BE KNOWN AS POINT "A";

THENCE S0°28'02"E, CONTINUING ACROSS SAID S.C. DEVELOPMENT COMPANY TRACT ALONG A LINE 40.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 40.01 FEET TO A POINT ON THE SOUTH LINE THEREOF;

THENCE S88°12'38"W, ALONG SAID SOUTH LINE, A DISTANCE OF 11.82 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF 99TH AVENUE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH POINT THE RADIUS POINT BEARS N78°22'16W;

THENCE 115.59 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT AND SAID EAST RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1658.09 FEET, CENTRAL ANGLE OF 3°59'40" AND A CHORD BEARING S13°37'34"W TO POINT OF BEGINNING#1;

AND;

COMMENCING AT SAID POINT "A";

TITLE: 99TH AVENUE RIGHT-OF-WAY

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.
Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014
Phone: 602-263-1177 Fax: 602-277-6286

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:21:57 -07'00'

(Expires 6/30/17)
ELECTRONIC SEAL
http://www.btr.state.az.us/

EXHIBIT A

LEGAL DESCRIPTION

THENCE N0°28'02"W, ALONG A LINE 40.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE 16.90 FEET TO POINT OF BEGINNING #2;

THENCE N0°28'02"W, ACROSS SAID S.C. DEVELOPMENT COMPANY TRACT AND THE RIGHT-OF-WAY LINE OF SAID 99TH AVENUE ALONG A LINE 40.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 2582.23 FEET TO THE NORTHWEST CORNER OF SAID SECTION 28 (CALCULATED);

THENCE N0°26'12"E, CONTINUING ACROSS THE RIGHT-OF-WAY OF SAID 99TH AVENUE ALONG A LINE 40.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 21, A DISTANCE OF 2556.44 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE N87°13'02"E, ALONG SAID NORTH LINE, A DISTANCE OF 25.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID 99TH AVENUE;

THENCE S0°26'10"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF 99TH AVENUE ALONG A LINE 65.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 3.66 FEET;

THENCE S0°26'12"W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2466.45 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF PEORIA AVENUE;

THENCE S45°42'32"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 42.12 FEET;

THENCE N88°08'34"E, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 14.83 FEET;

THENCE S1°51'26"E, ACROSS THE RIGHT-OF-WAY OF SAID PEORIA AVENUE, A DISTANCE OF 110.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE THEREOF BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT THE RADIUS POINT BEARS S1°51'26"E;

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:22:13 -07'00'

(Expires 6/30/17)
ELECTRONIC SEAL
http://www.btr.state.az.us/

TITLE: 99TH AVENUE RIGHT-OF-WAY

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.
Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014
Phone: 602-263-1177 **Fax: 602-277-6286**

EXHIBIT A

LEGAL DESCRIPTION

THENCE 77.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT-OF-WAY LINE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 88°36'35" AND A CHORD BEARING S43°50'16"W TO THE POINT OF TANGENCY;

THENCE S0°28'02"E, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2182.04 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE;

THENCE ACROSS SAID S.C. DEVELOPMENT COMPANY TRACT THE REMAINING COURSES AND DISTANCES:

S0°27'21"E A DISTANCE OF 100.60 FEET;

S0°31'30"E A DISTANCE OF 27.85 FEET;

S8°18'22"W A DISTANCE OF 50.62 FEET;

S7°05'56"W A DISTANCE OF 18.74 FEET;

S6°24'13"W A DISTANCE OF 19.25 FEET;

S7°31'37"W A DISTANCE OF 35.04 FEET;

S8°35'08"W A DISTANCE OF 37.20 FEET;

S9°03'24"W A DISTANCE OF 10.81 FEET TO POINT OF BEGINNING #2.

THE ABOVE DESCRIPTION CONTAINS: AREA#1 3,249 S.F. (0.0746 ACRE) + AREA#2 132,547 S.F. (3.0429 ACRES) = 135,796 S.F. (3.1174 ACRES)

THE BASIS OF BEARING FOR THE ABOVE DESCRIBED PARCEL IS N0°29'27"W FOR THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON A RECORD OF SURVEY PLSS SUBDIVISION – MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) RECORDED IN BOOK 863, PAGE 7, MCR

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:22:27 -07'00'

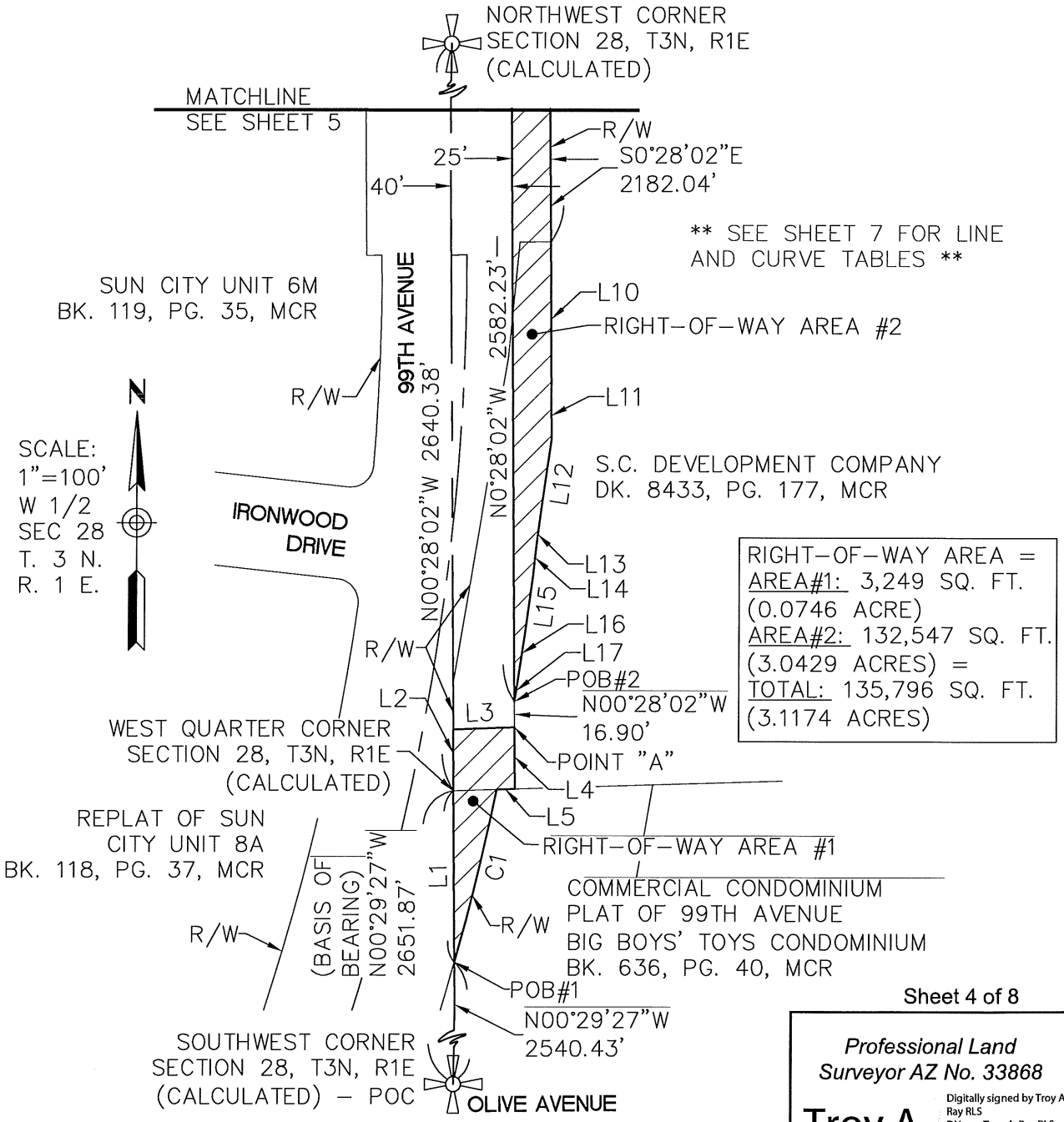
(Expires 6/30/17)
ELECTRONIC SEAL
http://www.btr.state.az.us/

TITLE: 99TH AVENUE RIGHT-OF-WAY

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.
Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014
Phone: 602-263-1177 **Fax: 602-277-6286**

EXHIBIT A

SKETCH



RIGHT-OF-WAY AREA =
AREA#1: 3,249 SQ. FT.
(0.0746 ACRE)
AREA#2: 132,547 SQ. FT.
(3.0429 ACRES) =
TOTAL: 135,796 SQ. FT.
(3.1174 ACRES)

Sheet 4 of 8

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

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DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:22:43 -07'00'

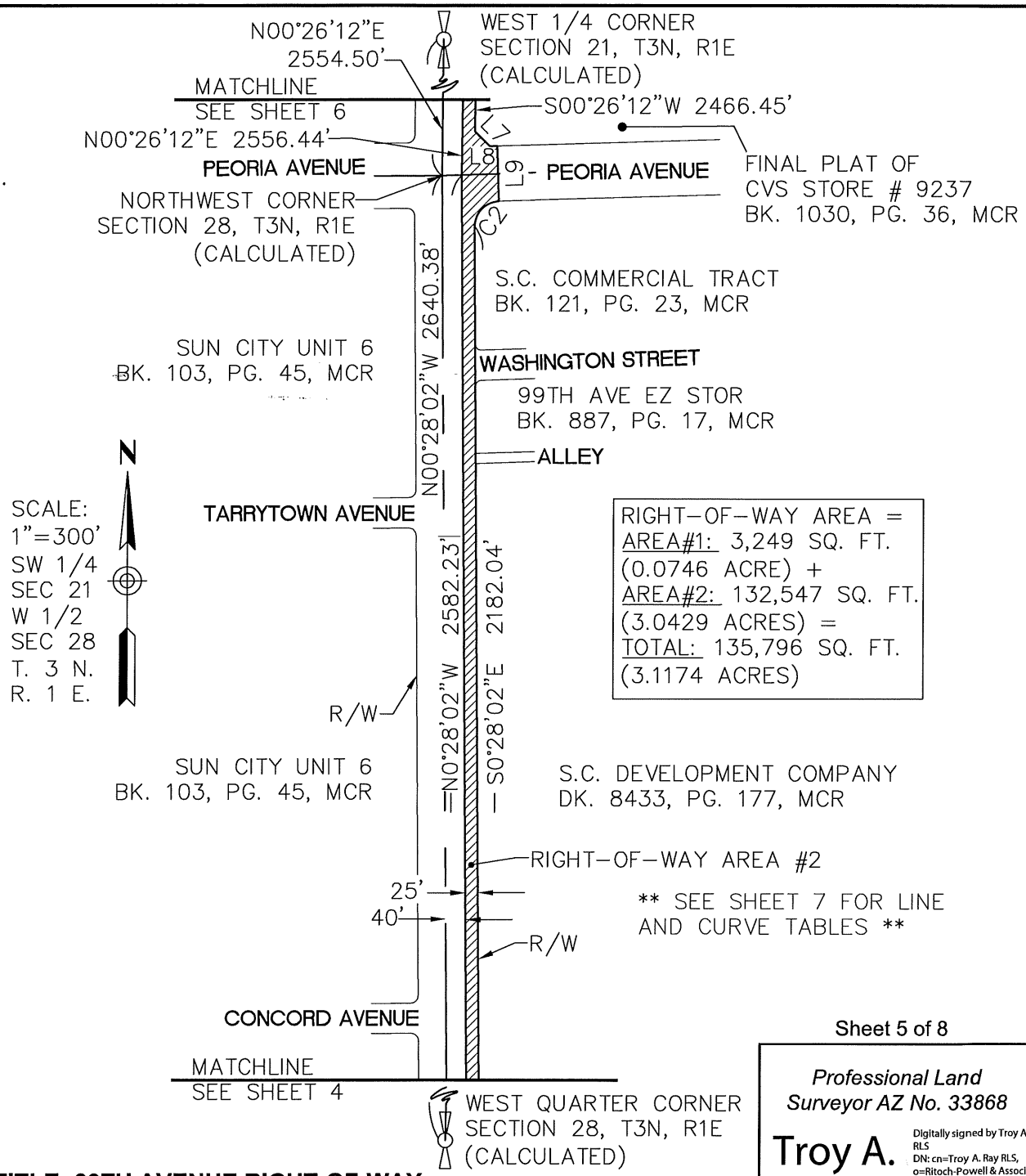
(Expires 6/30/17)
ELECTRONIC SEAL
http://www.btr.state.az.us/

TITLE: 99TH AVE RIGHT-OF-WAY

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.
Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014
Phone: 602-263-1177 Fax: 602-277-6286

EXHIBIT A

SKETCH



Sheet 5 of 8

TITLE: 99TH AVENUE RIGHT-OF-WAY

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
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Date: 2014.08.04 14:22:57 -07'00'

(Expires 6/30/17)

ELECTRONIC SEAL

http://www.btr.state.az.us/

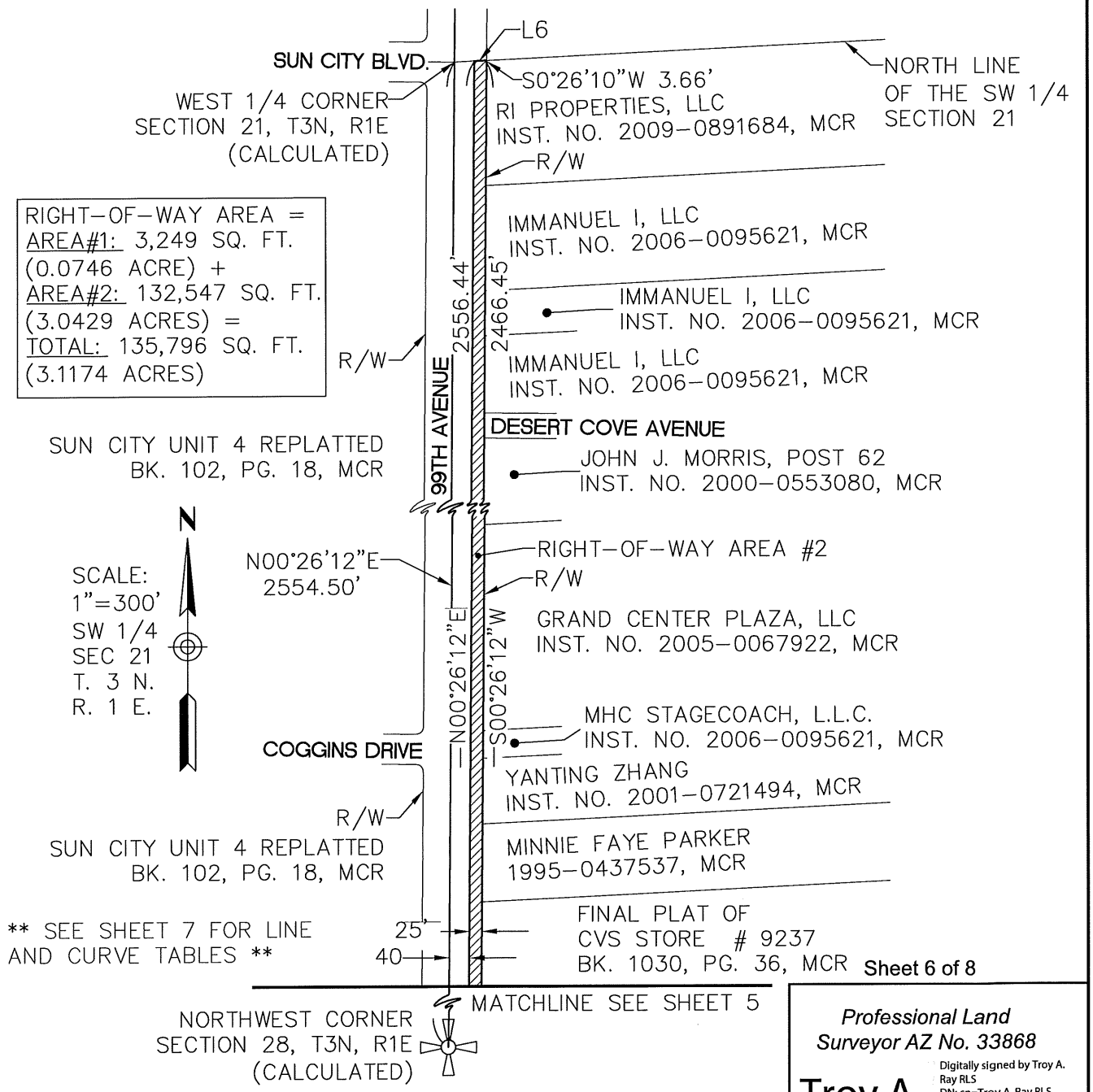
Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177 **Fax: 602-277-6286**

EXHIBIT A

SKETCH



Sheet 6 of 8

TITLE: 99TH AVENUE RIGHT-OF-WAY

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177 **Fax: 602-277-6286**

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:23:10 -07'00'

(Expires 6/30/17)

ELECTRONIC SEAL

http://www.btr.state.az.us/

EXHIBIT A

SKETCH

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHD BRNG
C1	3°59'40"	1658.09'	115.59'	S13°37'34"W
C2	88°36'35"	50.00'	77.33'	S43°50'16"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°29'27"W	111.44'
L2	N0°28'02"W	40.01'
L3	N88°12'38"E	40.01'
L4	S0°28'02"E	40.01'
L5	S88°12'38"W	11.82'
L6	N87°13'02"E	25.04'
L7	S45°42'32"E	42.12'
L8	N88°08'34"E	14.83'
L9	S1°51'26"E	110.00'
L10	S0°27'21"E	100.60'
L11	S0°31'30"E	27.85'
L12	S8°18'22"W	50.62'
L13	S7°05'56"W	18.74'
L14	S6°24'13"W	19.25'
L15	S7°31'37"W	35.04'
L16	S8°35'08"W	37.20'
L17	S9°03'24"W	10.81'

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

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DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:23:23 -07'00'

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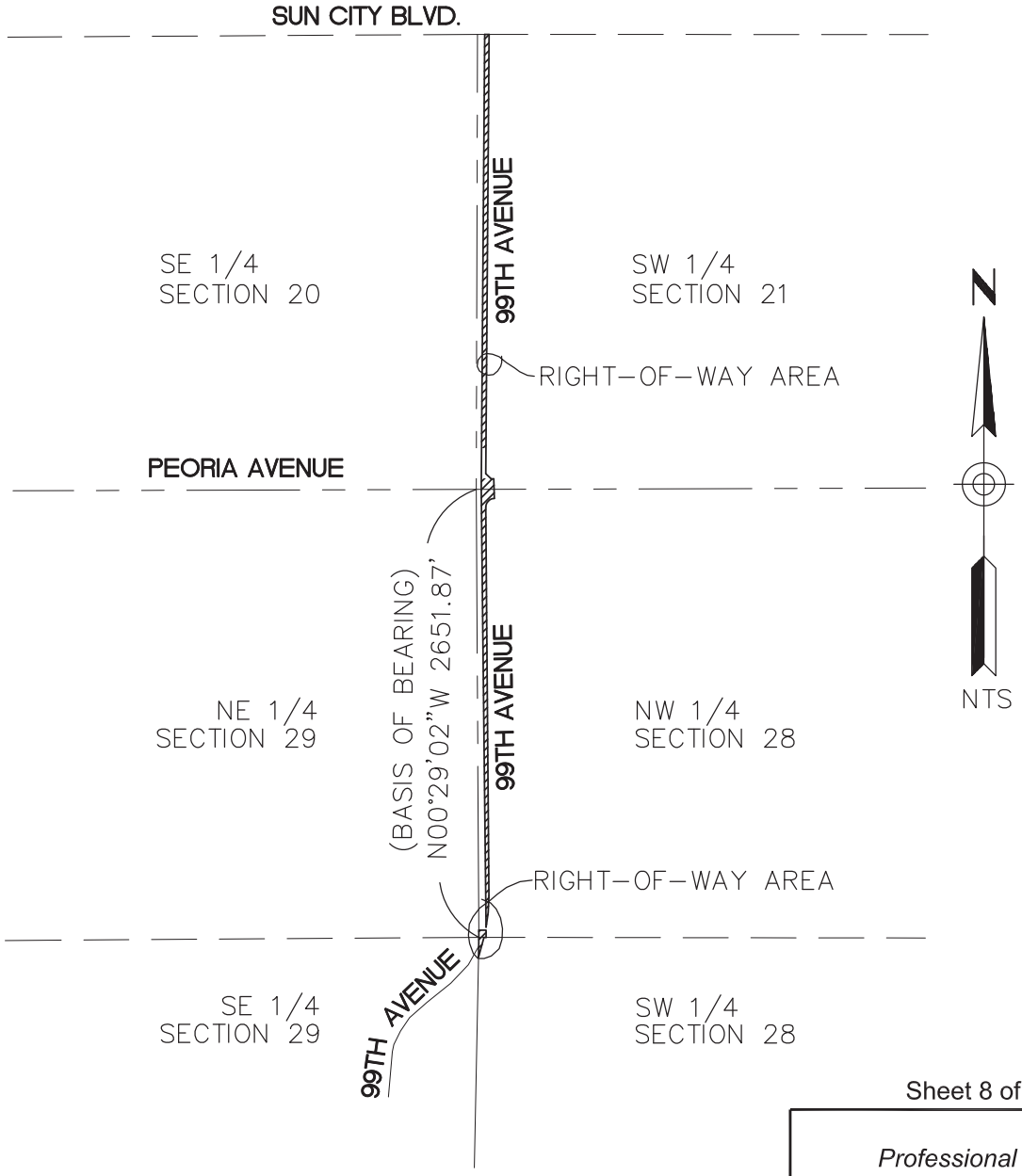
Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014
Phone: 602-263-1177 **Fax: 602-277-6286**

EXHIBIT B

VICINITY MAP



Sheet 8 of 8

Professional Land Surveyor AZ No. 33868

Troy A. Ray RLS

Digitally signed by Troy A. Ray RLS
DN: cn=Troy A. Ray RLS, o=Ritoch-Powell & Associates, ou, email=tray@ritochpowell.com, c=US
Date: 2014.08.04 14:23:39 -07'00'

(Expires 6/30/17)

ELECTRONIC SEAL

http://www.btr.state.az.us/

TITLE: 99TH AVENUE RIGHT-OF-WAY

Preparing Firm: RITOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177 Fax: 602-277-6286

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C

Date Prepared: July 28, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

FROM: Chris M. Jacques, AICP, Planning and Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: Case Z14-0003 – Harbor Vista Rezoning

Purpose:

This is a request for City Council to adopt an Ordinance Rezoning an approximately 8.6 gross-acre site from a Planned Area Development (PAD) for senior multi-family residential uses to a PAD for office/medical office uses.

Background/Summary:

The project site is an 8.6 gross acre undeveloped triangular-shaped parcel located at the southeast corner of 91st Avenue and Thunderbird Road. An existing APS substation interrupts the project's frontage along Thunderbird Road. The New River corridor is located along the eastern edge of the property. To the west of the site there is an existing commercial (office/medical) center and an assisted/independent living facility.

The property was annexed into the City of Peoria in 1977. In 1985, the Mayor and City Council adopted *Ordinance 85-06,* approving a request to rezone the property to C-3, Central Commercial. The property was later rezoned to a Planned Area Development (PAD) for senior multi-family residential in 2008 by *Ordinance 08-20.*

The applicant is requesting to rezone the property from the current senior multi-family residential PAD to a PAD that would support office and medical office uses. A PAD is an alternative from the standard zoning district (e.g. O-1, C-1) wherein standards can be tailored to respond to site or topographical conditions, contextual circumstances in the area and/or otherwise promote a creative and efficient approach to land development (such as a tailored list of permitted uses). The proposed PAD would permit a list of uses similar to the O-1, Office Commercial Zoning District. The conceptual site plan for the site includes two buildings, a two-story building (50,000 s.f.) located at the Thunderbird Road frontage and another single-story building (13,700 s.f.) located toward the rear of the site. This concept would include a total of approximately 64,000 square feet of floor area.

General Plan Discussion

The General Plan land use designation for this property is primarily Mixed Use, with a narrow band adjacent to the New River Corridor designated as Park/Open Space. The proposed development is consistent with the intent of the Mixed Use designation to integrate a mixture of land use types and provide housing shopping and employment opportunities together in the same area. The proposed office/medical office uses will contribute the employment opportunities and services for area residents while enhancing the hub of medical services that already exists in the vicinity. Development at the edge of the river corridor will be reviewed through the site plan process to ensure it is consistent with applicable plans such as the City's Parks, Recreation, Open Space, and Trails (PROST) plan.

As with all Rezones, a citizen participation component is required. The applicant held a neighborhood meeting on April 28, 2014 with no members of the public in attendance. City staff received one phone call from an individual who did not want to see additional medical office space compete with the existing medical office space available to the north across Thunderbird Road.

It is staff's assessment that the proposed PAD creates an appropriate development form that is appropriate for the context of the area and responsive to existing site conditions. The proposed office and medical office uses will complement and be compatible with existing development in the vicinity, and in particular with the adjacent commercial development to the west which will have a shared driveway with the property in question.

Previous Actions:

This amendment has been subject to the City's rezoning process. A public hearing was held for this item at the June 19, 2014 Planning & Zoning Commission Meeting. There were no members of the public present who spoke in support of or opposition to the request. The Planning & Zoning Commission unanimously recommended approval of this request.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's June 19, 2014 unanimous recommendation (5-0) to approve Case Z14-0003.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the applicant may move forward with the development process through Site Plan Review and construction permits.

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: June 19, 2014 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Ordinance
Exhibit 4: Harbor Vista PAD Standards & Guidelines Report

Contact Name and Number: Melissa Sigmund, AICP, Senior Planner, x7603

Z14-0003 Vicinity Map

Z14-0003 Harbor Vista Rezoning

Applicant: Irgens Partners, LCC

Request: Rezone approximately 8.6 gross acres from a Planned Area Development for senior multi-family residential to a PAD to allow development of office/medical office uses.

Location: Southeast corner of 91st Avenue and Thunderbird Road

N

Not to Scale

EXHIBIT 1

EXHIBIT 2

Harbor Vista Rezoning

June 19th Planning and Zoning Commission
Staff Report with Exhibits

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 14-0003

DATE: June 19, 2014

AGENDA ITEM: 5R

Applicant: Irgens Partners, LLC

Request: Rezone a property from a Planned Area Development (PAD) for senior multi-family residential to a PAD to allow office/medical office uses.

Proposed Development: Harbor Vista office development.

Location: The site is located at the southeast corner of 91st Avenue and Thunderbird Road.

Site Acreage: 8.6 gross acres

Support / Opposition: Staff has received one phone call in opposition to this proposal. No written support or opposition has been received.

Recommendation: Recommend **approval** of Case Z14-0003, with stipulations, to the City Council.

AREA CONTEXT

Table 1: *Existing Land Use, General Plan Land Use Designation, Current Zoning. (Exhibits A, B & C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Site	**Vacant/undeveloped**	**Mixed Use**	**Thunderbird Village Planned Area Development (PAD), Z07-14**
North	Thunderbird Rd, then medical office condominiums	Community Commercial	C-3, Central Commercial
South	New River channel	Water	PI-1, Planned Light Industrial
East	New River channel, then Desert Harbor apartments	Water, then Residential/Medium High Density (8-15 du/ac)	C-3, Central Commercial, then RM-1 –Multi-family Residential
West	Plaza Town Center (commercial center) and Freedom Plaza (assisted/independent living	Mixed Use	C-2, Intermediate Commercial and C-5 Regional Commercial

Land Use Background

1. In 1977, the Mayor and City Council adopted *Ordinance 228*, annexing this site and the larger surrounding area into the City of Peoria. The property was rezoned to Central Commercial (C-3) in 1985 by *Ordinance 85-06*. It was later rezoned to a Planned Area Development (PAD) for senior multi-family residential in 2008 by *Ordinance 08-20.*

Project Site

2. The project site is an 8.6 gross acre undeveloped triangular-shaped parcel located at the southeast corner of 91st Avenue and Thunderbird Road. An existing APS substation interrupts the project's frontage along Thunderbird Road. The New River corridor is located along the eastern edge of the property. To the west of the site is an existing commercial (office/medical) center and an assisted/independent living facility.

PROJECT DESCRIPTION

Project Details

3. The applicant is requesting to rezone the property from the current senior multi-family residential PAD to a PAD that would support office and medical office uses. A PAD is an alternative from the standard zoning district (e.g. O-1, C-1) wherein standards can be tailored to respond to site or topographical conditions, contextual circumstances in the area and/or otherwise promote a creative and efficient approach to land development (such as a tailored list of permitted uses).

4. As illustrated in the conceptual plan (Exhibit D), the proposed development would consist of two (2) medical/office buildings, one near the Thunderbird Road frontage and one near the southern end of the site, with a parking area between the two buildings, and a drainage/landscape area located at the far southern end of the site.

5. The allowable uses for the proposed PAD are proposed to be similar to those consistent and compatible with the City's Office Commercial (O-1) Zoning District. The tailored list of allowable uses is intended to create an environment conducive to professional and medical office uses that will be compatible with the existing uses in the surrounding area, which includes offices, retail, multi-family residences, and assisted/independent living facilities. The proposed use listing is more restrictive than the former Central Commercial (C-3) Zoning District, which was the Zoning District of the site prior to its 2008 rezoning. The proposed use list prohibits more intense commercial uses including auto repair and related auto uses, as well as drive-through restaurants.

6. The existing PAD allows for a senior multi-family residential use. While this use is still considered appropriate for the site, the applicant is requesting to change the zoning to a PAD focused exclusively on non-residential uses. Should development of the site as senior multi-family residential be desired in the future, a major PAD amendment would be required to adopt development standards and design criteria appropriate for such a use.

Access

7. The primary entry into the site will be from the private drive that aligns with 91st Avenue south of Thunderbird Road. Additional access may be permitted from Thunderbird Road pending traffic analysis at the time of site plan review.

DISCUSSION AND ANALYSIS

Conformance with the Peoria General Plan

8. The underlying land use designation for the majority of the subject property is Mixed Use. As prescribed in Article 14-33-2-C of the Zoning Ordinance, any combination of uses may be allowed in a PAD provided it is consistent with the Peoria General Plan. The Mixed Use land use designation of the General Plan is intended to integrate a mixture of land use types and provide housing, shopping, and employment opportunities together in the same area. A narrow band along the eastern edge of the property is designated as Park/Open Space adjacent to the New River corridor. Appropriate development of this fringe will be determined through the site plan review process to ensure plans are consistent with applicable plans and regulations such as the City's trails plan.

9. There are existing housing, shopping, and employment opportunities within the project's vicinity and the addition of office and/or medical office uses will enhance employment opportunities and services for area residents. In particular, medical offices could diversify the medical services available for residents of the nearby assisted and independent living facilities.

Harbor Vista PAD Development Standards (Exhibit E)

10. The PAD development standards as proposed are similar to those of the O-1 Zoning District, with the exception of building height (Table 2). Allowable building height has been increased from a maximum of 30 feet to a maximum of 48 feet, in recognition of the considerable distance between the proposed site and any single family residences and the existence of a number of multi-story buildings in the immediate area.

Table 2: *Proposed Development Standards*

Development Standard	O-1 Zoning District	Harbor Vista PAD
Maximum Lot Coverage	n/r	N/A
Minimum Lot Width	50 ft	50 ft
Maximum Density	N/A	N/A
Maximum Building Height	30 ft	48 ft
Front Setback (Thunderbird Rd)	15 ft	15 ft
Interior Side/Rear Setback	n/r	0 ft
Corner Setback	15 ft	15 ft
Rear Setback	20 ft	20 ft

Land Use Transition and Compatibility

11. It is staff's assessment that the proposed PAD creates a development form that is appropriate for the context of the area. The proposed office and medical uses will complement and be compatible with existing development in the vicinity, and in particular with the adjacent commercial development to the west which will have a shared driveway with the site in question.

City Review

12. This request has been reviewed and commented on through the City's standard rezoning application review process. Recommended conditions of approval have been provided by the Planning, Site Development / Engineering, and Fire Safety Division as provided in the *Conditions of Approval* portion this report.

Citizen Participation / Neighborhood Engagement

13. As a requirement of the Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Plan report detailing the results of the meeting. The applicant notified all property owners within 1,320 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on April 28th 2014 at the Rio Vista Community Center at 6:00 pm. The applicant's representatives and Councilmember Leone were present at the meeting, however no members of the public attended the meeting. The applicant did not receive any phone calls or inquiries regarding the project. City staff received one phone call in opposition, from an individual who did not want to see additional medical office space compete with the existing medical office space available to the north across Thunderbird Road.

Public Notification

14. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

15. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

16. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan; and
- The proposal is consistent with the intent of the Mixed Use land use designation of the general plan by providing employment and services, in close proximity to housing; and
- The PAD encourages a development form customized to fit the particular characteristics of this property and the surrounding area.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council **approval** of Case Z14-0003 subject to the following conditions:

1. The development shall conform in all material respects to “Harbor Vista” Planned Area Development Standards and Guidelines Report, (case Z14-0003) dated 5/15/14.
2. The Developer shall provide a Final Traffic Impact Analysis at the time of Site Plan application submittal.
3. The Developer shall provide an ALTA Survey reflecting existing boundary and recorded easements on the site.
4. The Developer shall dedicate an 8’ PUE outside of the 65’ ROW on Thunderbird Road. No walls or retention shall be allowed within the PUE.
5. The Development shall comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the Civil Improvement Plans in accordance with the SWPPP checklist.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	Existing Zoning Map
Exhibit C	General Plan Land Use Map
Exhibit D	Conceptual Development Plan
Exhibit E:	Harbor Vista Planned Area Development (PAD)

Prepared by: Melissa Sigmund, AICP, LEED Green Associate
Senior Planner

Z14-0003 Vicinity Map

Z14-0003 Harbor Vista Rezoning

Applicant: Irgens Partners, LCC

Request: Rezone approximately 8.6 gross acres from a Planned Area Development for senior multi-family residential to a PAD to allow development of office/medical office uses.

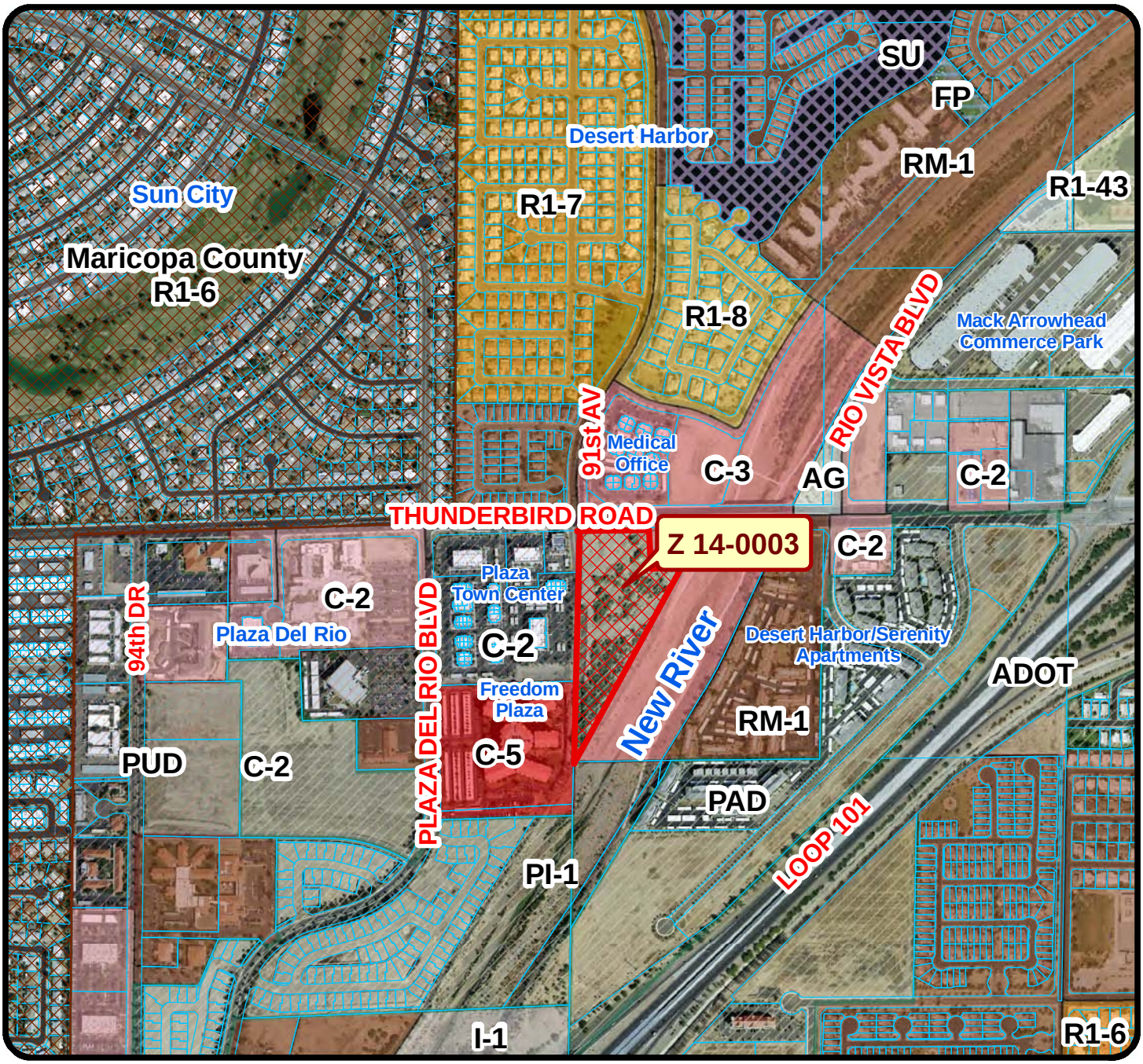
Location: Southeast corner of 91st Avenue and Thunderbird Road

N

Not to Scale

EXHIBIT A

Z14-0003 Zoning Map



Z14-0003 Harbor Vista Rezoning

Applicant: Irgens Partners, LCC

Request: Rezone approximately 8.6 gross acres from a Planned Area Development for senior multi-family residential to a PAD to allow development of office/medical office uses.

Location: Southeast corner of 91st Avenue and Thunderbird Road

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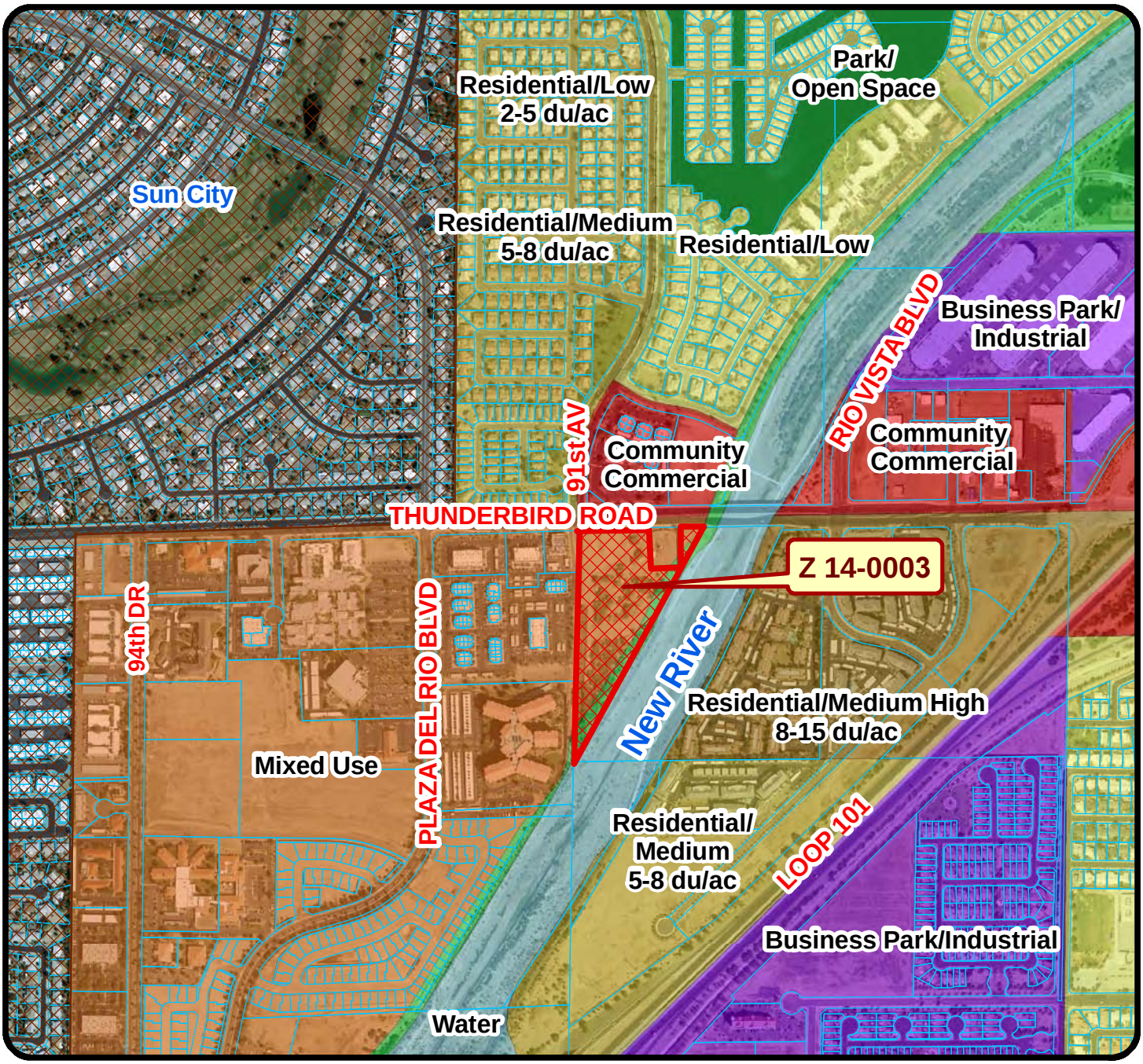
Not to Scale

EXHIBIT B

Z14-0003 General Plan Land Use Map



Z14-0003 Harbor Vista Rezoning

Applicant: Irgens Partners, LCC

Request: Rezone approximately 8.6 gross acres from a Planned Area Development for senior multi-family residential to a PAD to allow development of office/medical office uses.

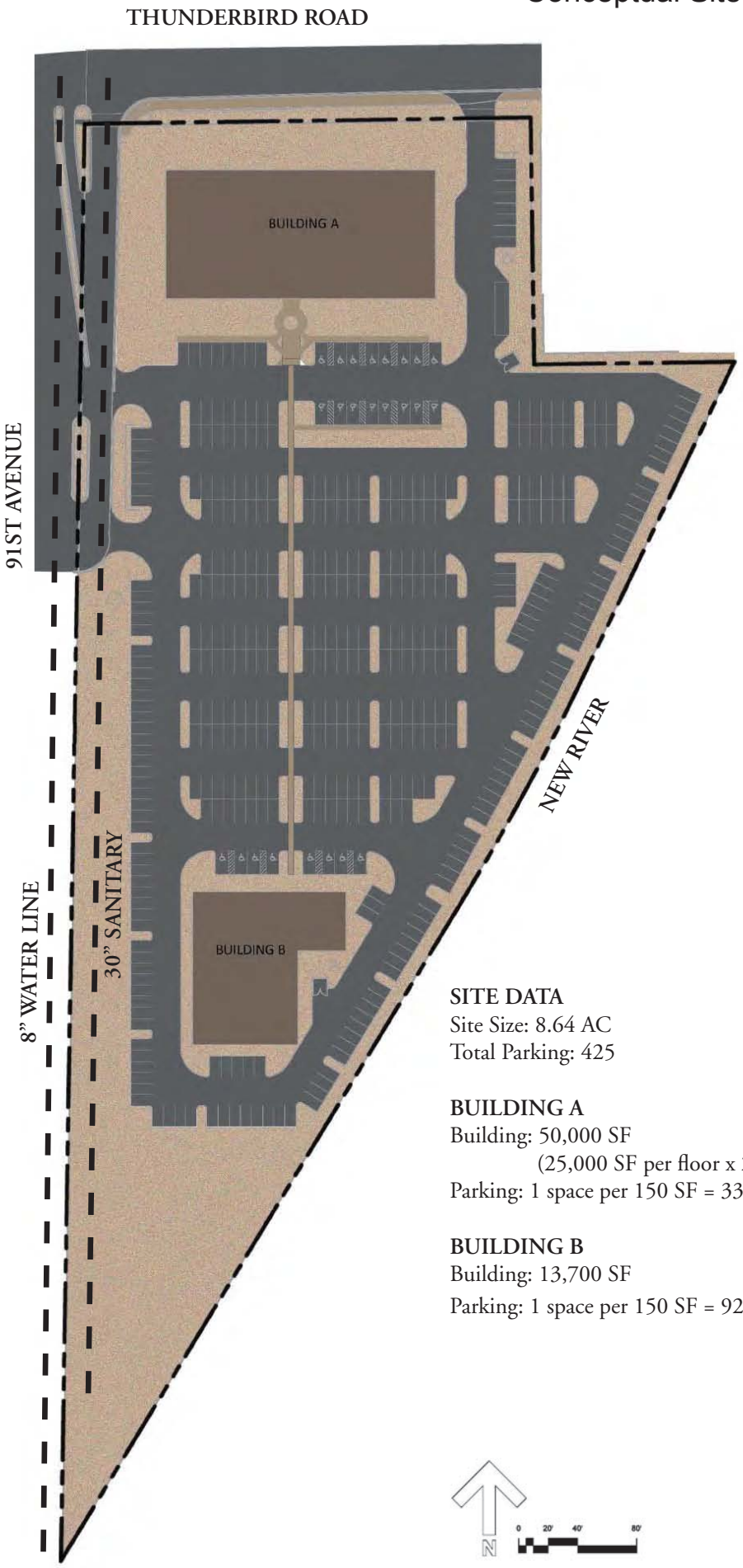
Location: Southeast corner of 91st Avenue and Thunderbird Road

N

Not to Scale

EXHIBIT C

Conceptual Site Plan



SITE DATA
Site Size: 8.64 AC
Total Parking: 425

BUILDING A
Building: 50,000 SF
(25,000 SF per floor x 2 floors)
Parking: 1 space per 150 SF = 333 spaces

BUILDING B
Building: 13,700 SF
Parking: 1 space per 150 SF = 92 spaces

Exhibit D

EXHIBIT E

Harbor Vista
Planned Area Development
Standards and Guidelines Report

EXHIBIT E

Harbor Vista
Planned Area Development
Standards and Guidelines Report

Harbor Vista

Planned Area Development (PAD)
Standards and Guidelines Report

Zoning Case Z14-0003

Southeast Corner of 91st Avenue and Thunderbird Road

Peoria, Arizona

May 15, 2014

TABLE OF CONTENTS

I. Introduction

II. Legal Description of Property and Parcels

III. Conceptual Development Plan

IV. Table of Permitted, Conditional and Accessory Uses

V. Project Phasing and Development Schedule

VI. Project Development Standards

- a. Lot Coverage
- b. Setbacks (internal, external, building, etc.)
- c. Minimum Lot Size(s)
- d. Building Heights
- e. Lighting
- f. Screening, Fencing and Walls
- g. Parking
- h. Enhanced Design Review Standards

VII. Project Signage Standards

VIII. Project Landscaping Standards

IX. Infrastructure/Utilities

- a. Grading/Drainage/Retention
- b. Water/Wastewater
- c. Electric Power/Natural Gas/Telephone Service

X. Exhibits

- a. ALTA
- b. Conceptual Site Plan with Conceptual Renderings

City of Peoria

Zoning Case Z14-0003

Development Team

1. Developer/Applicant

   Irgens Partners, LLC
   Contact: David Kross (602-682-0198)
   5055 E. Washington Street, Suite 110
   Phoenix, AZ 85034

2. Architect/Engineering Firms

   Architect:
   Archicon
   Contact: Jeff Koski (602-222-4266)
   5055 E. Washington Street, Suite 200
   Phoenix, AZ 85034

   Civil Engineer:
   Desert Development Engineering
   Contact: John Shinske (602-997-2005)
   10000 N. 31st Avenue, Suite A109
   Phoenix, AZ 85051

3. Consultant

   Traffic Engineer:
   CivTech
   Contact: Joseph Spadafino (480-659-4250)
   10605 N Hayden Road
   Scottsdale, AZ 85260

4. Document Prepared By:

   David Kross
   Irgens Partners, LLC
   5055 E. Washington Street, Suite 110
   Phoenix, AZ 85034
   Phone: 602-682-0198

I. INTRODUCTION

This is a request to rezone an approximately 8.6 gross acre parcel from Planned Area Development (PAD) for a senior multi-family residential development to a PAD including office and medical office uses. Prior to the current PAD zoning approved in 2008, this site was zoned C-3 (Central Commercial). The undeveloped property is located at the southeast corner of 91st Avenue and Thunderbird Road. The property is situated between an existing driveway at the 91st Avenue alignment and the New River. There is an existing APS substation located near the northeast corner of the property adjacent to the Thunderbird Road frontage. The property has several design constraints including its unusual shape, access and visibility limitations due to the APS substation and an irregular developable area due to the New River corridor. For these reasons, a PAD zoning district remains a favorable zoning option. While the senior multi-family PAD remains an appropriate land use for the site, the office/medical office uses are equally appropriate for this site given the mix of uses in the vicinity. Should senior multi-family uses be proposed in the future, a Major PAD Amendment would be required to establish specific development and design standards for the site.

II. LEGAL DESCRIPTION OF PROPERTY AND PARCELS

An abbreviated legal description of the property is as follows:

APN: 200-79-013K

Parcel #1:
A parcel of land located in the Northwest quarter of Section 15, Township 3 North Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

An ALTA Survey has been included in (Exhibit A).

III. CONCEPTUAL DEVELOPMENT PLAN

The Conceptual Site Plan (Exhibit B) demonstrates one possible development scenario. Separate site plan approval will be required for development of this site. The conceptual site plan illustrates a possible site design consisting of two separate buildings on the site. A two-story 50,000 square foot building is located at the north along Thunderbird Road and a single story 13,000 square foot building is located on the southern portion of the property. Covered parking may be constructed. The parking lot area is located in between the two buildings with a pedestrian connecting path between the two buildings.

Access to the site is proposed from the drive located along the 91st Avenue alignment on the west boundary of this property. A second means of ingress/egress, either a right-out only or a right-in/right-out only is proposed on Thunderbird Road to the east of the proposed building and adjacent to, west of, the APS substation (Reference Traffic Impact Analysis).

IV. TABLE OF PERMITTED, CONDITIONAL AND ACCESSORY USES

The proposed Planned Area Development (PAD) is requested to allow for the uses as listed in the following matrix.

LAND USE	
ADMINISTRATIVE & FINANCIAL	
Automatic Teller Machine (ATM)	P
Banks and Financial Institution	P
Bonding Companies & Non-Chartered Financial	C
Professional, Administrative or Business Offices	P
AUTOMOBILE RELATED	
Auto Parking Lot or Garage as Principal Use	P
Parking Space with Electric Vehicle Charging Equipment (Ord. No. 2010-23	A
EATING & DRINKING ESTABLISHMENTS	
Catering Establishment (Ord. No. 03-171)	P
Food & Beverage Vendor Cart #	A
Outdoor Dining and Seating Areas # (Ord. No. 06-07)	C
Restaurants (Ord. No. 06-07)	P
ENTERTAINMENT AND RECREATION	
Health and Exercise Center # (Ord. No. 03-171)	P
Wedding and Reception Center # (Ord. 02-21)	C
GENERAL INDUSTRIAL & MANUFACTURING	
Call Center	P
Essential Public Service or Utility Installation	P
Recycling Collection Point	A
INSTITUTIONAL	
Art Gallery	P
Cultural Institutions	P
Day Care Centers or Pre-school Centers #	P
Libraries and Museums	P
Non-profit Social services #	P
Nursing or Convalescent Home, Long term Care Facility #	P
Public Buildings #	P
Public/Private Schools, Charter Schools, College and University Facilities excluding College & University Campuses # (Ord. No. 2010-23)	P
Public Utility Buildings, Structures, Uses, Facilities and Equipment #	P
Religious Institutions & similar places of worship #	P

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory Use
# = Subject to special limitations (see the following section 14-9-5)
- = Not permitted

INTENSE RETAIL	
Outdoor Sales and Display Area # (Ord. No. 02-21) (Ord. No. 05-36)	P
MEDICAL	
Ambulance Service Facility	C
Emergency Medical Care Facility #	C
Medical, Dental, Optician or Health, Clinics and Laboratories	P
PERSONAL SERVICES	
Messenger Delivery Service	P
Pet Grooming Shop # (Ord. No. 05-51)	P
Photographic Developing and Printing	P
Remote Mail Service (Ord. No. 05-58A)	P
Ticket and Travel Agency	P
TRANSPORTATION	
School Bus Parking and Maintenance Facilities # (Ord. No. 05-58A)	C

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory Use
# = Subject to special limitations (see the following section 14-9-5)
- = Not permitted

V. PROJECT DEVELOPMENT SCHEDULE

The timing of the development will be dictated on market demand.

VI. PROJECT DEVELOPMENT STANDARDS

	Non-Residential Uses
Maximum Lot Coverage	N/A
Minimum Lot Width	50 ft
Maximum Density	N/A
Maximum Building Height	48 ft
Front Setback (Thunderbird Rd)	15 ft
Interior Side/Rear Setback	0 ft
Corner Setback	15 ft
Rear Setback	20 ft

a. Lighting

All exterior lighting shall comply with the requirements as outlined in Article 14-3 (F), Exterior lighting, Chapter 14 of the Peoria City Code. All lighting shall conform to the City's dark sky ordinance and no lighting level shall exceed one foot candle along property lines on the photometric plan.

b. Screening, Fencing and Walls

Screening shall be in accordance with the requirements as outlined in Article 14-3-4, Chapter 14 of the Peoria City Code. All screen materials used shall be compatible with the architectural style and materials of the buildings.

Walls and Fences shall be in accordance with the Screening and Walls and Fences requirements as outlined in Article 14-3-5, Chapter 14 of the Peoria City Code. All fencing and walls shall be compatible with the architectural style and materials of the buildings.

c. Parking

The proposed project will comply with all parking and loading requirements of the City of Peoria, Article 14-23 with the following exception:

Required Parking for Health Clinics: 1 space per 175 square feet of area

d. Enhanced Design Review Standards

Buildings will share a common architectural design theme, yet shall become unique in their site orientation and planning. These buildings will be designed to serve the community and the exterior design and materials shall be in accordance with these planning and design standards.

The buildings will borrow inspiration from the desert landscape, with architectural details and colors to complement this theme. The building materials may consist of one or more of the following exterior materials: concrete tilt panels, concrete masonry units, stucco, wood, stone and tile. The colors of the building will be a blend of soft desert tones, either painted or integral to the exterior building product.

The window system will be a clear anodized aluminum framed system with insulated glazing, and consist of punched window openings, ribbon windows, storefront, along with areas of continuous larger glazed features. All glazing will comply with the new energy standards. Building materials will meet Peoria's design guideline.

VII. PROJECT SIGNAGE STANDARDS

Project signage shall conform to the standards contained within Section 14-34 of the Peoria Zoning Ordinance.

VIII. PROJECT LANDSCAPING STANDARDS

Project landscaping shall conform to the standards contained within Section 14-35 of the Peoria Zoning Ordinance.

IX. INFRASTRUCTURE/UTILITIES

a. Grading/Drainage

Grading and drainage will comply with the City of Peoria's requirements and/or waiver processes. Additional drainage concerns will be addressed during Site Plan Review.

b. Water/Wastewater

It is expected that water service will be provided by connection to an existing 8" waterline along the 91st Avenue alignment to the west of site. Wastewater service needs are expected to be served by connection to a 30" sewer also along the 91st Avenue alignment.

c. Electric Power/Natural Gas/Telephone Service Providers

Electric Power:	APS
Natural Gas:	Southwest Gas (not expected to be utilized)
Telephone:	Qwest

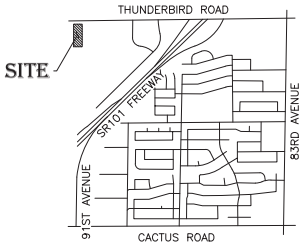
X. EXHIBITS

a. ALTA
As certified by Infinity Engineering Services dated March 3, 2014.

b. Conceptual Site Plan with Conceptual Renderings

A.L.T.A./A.C.S.M. LAND TITLE SURVEY
"HARBOR VISTA"

A PART OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



VICINITY MAP
SCALE: N.T.S. SEC. 15, T.3N., R.1E.

NOTES CORRESPONDING TO SCHEDULE B OF FIRST AMERICAN TITLE COMPANY, FILE NO. NCS-631098-PHX1:

THE FOLLOWING SCHEDULE B ITEMS OF THE TITLE REPORT OF THE SUBJECT PARCEL ARE NOTED WITH A KEY NOTE CORRESPONDING TO THE SCHEDULE B ITEM NUMBER, AND EFFECT THE SUBJECT PARCEL AS FOLLOWS:

1. SECOND INSTALLMENT OF 2013 TAXES, A LIEN, PAYABLE ON OR BEFORE MARCH 1, 2014, AND DELINQUENT MAY 1, 2014.
   NOT A SURVEY MATTER-NOTHING TO PLOT
2. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
   NOTHING TO PLOT

(3) THE TERMS, PROVISIONS AND EASEMENT CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF EASEMENTS" RECORDED NOVEMBER 14, 2005 AS 2005-1722279 OF OFFICIAL RECORDS AND RE-RECORDED OCTOBER 24, 2007 AS 2007-1151579 OF OFFICIAL RECORDS.
PLOTTED

(4) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT REGARDING ACCEPTANCE OF LAND USE CONDITIONS AND WAIVER OF RIGHTS AND REMEDIES UNDER PROPOSITION 207" RECORDED JULY 10, 2008 AS 2008-604302 OF OFFICIAL RECORDS.
DEVELOPER SHALL DEDICATE AN 8' PUE OUTSIDE OF THE 46 FOOT ROW ON THUNDERBIRD ROAD, PLOTTED

5. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPER ASSISTANCE AGREEMENT" RECORDED JULY 24, 2008 AS 2008-643958 OF OFFICIAL RECORDS.

   THIS MATTER WILL BE DELETED UPON SATISFACTION OF REQUIREMENT 13 HEREIN.
   NOT A SURVEY MATTER-NOTHING TO PLOT
6. AN EASEMENT FOR SLOPE CONSTRUCTION AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 14583 AND PAGE 645.
   DOES NOT AFFECT PROPERTY-NOTHING TO PLOT

(7) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 84-029222 OF OFFICIAL RECORDS.
PLOTTED

(10) AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 87-090855 OF OFFICIAL RECORDS.
PLOTTED

(9) AN EASEMENT FOR ROADWAY AND UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2006-178528 OF OFFICIAL RECORDS.
PLOTTED

(10) AN EASEMENT FOR ROADWAY AND UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2008-393109 OF OFFICIAL RECORDS.
PLOTTED

11. THE RIGHTS OR CLAIMS OF TITLE, IF ANY, BY THE STATE OF ARIZONA TO ANY PORTION OF THE PROPERTY DESCRIBED IN SCHEDULE A BEING LOCATED IN THE BED OF ANY RIVER OR DRY WASH.
    NOT A SURVEY MATTER-NOTHING TO PLOT
12. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/ACSM SURVEY MADE BY INFINITY ENGINEERING SERVICES, LTD. ON FEBRUARY 12, 2014, DESIGNATED JOB NUMBER 14014:
    AS SHOWN
13. THE RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASE OR LEASES OR MONTH TO MONTH TENANCIES AFFECTING ANY PORTION OF THE WITHIN DESCRIBED PROPERTY.

    NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT(S) SET FORTH HEREIN.
    NOT A SURVEY MATTER-NOTHING TO PLOT
14. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
    NOT A SURVEY MATTER-NOTHING TO PLOT
15. TAXES FOR THE YEAR 2014, A LIEN NOT YET DUE AND PAYABLE.
    NOT A SURVEY MATTER-NOTHING TO PLOT

PARCEL INFORMATION:
APN: 200-79-013K
OWNER: YALE CASITAS INC
INST# 2006-0493178 MCR
AREA= 376307 SQ. FT. OR 8.6389 ACRES (GROSS) MORE OR LESS

REFERENCE DOCUMENTS:
(R) INST. NO. 2006-0493178
(R1) BOOK 863, OF MAPS, PAGE 07 MCR

BASIS OF BEARING
NORTH 89 DEGREES 10 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH SOUTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

LEGAL DESCRIPTION:
PARCEL NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SECTION 15;

THENCE SOUTH 00 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 10 MINUTES 09 SECONDS EAST, 378.57 FEET;

THENCE SOUTH 00 DEGREES 49 MINUTES 51 SECONDS EAST, 220.00 FEET;

THENCE NORTH 89 DEGREES 10 MINUTES 09 SECONDS EAST, 170.00 FEET;

THENCE SOUTH 25 DEGREES 35 MINUTES 17 SECONDS WEST, 306.77 FEET TO THE P.C. OF A CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2080.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 40 MINUTES 24 SECONDS, AN ARC DISTANCE OF 205.96 FEET TO THE P.T. OF SAID CURVE;

THENCE SOUTH 31 DEGREES 15 MINUTES 41 SECONDS WEST, 657.52 FEET TO A POINT ON THE WEST LINE OF SAID SECTION;

THENCE NORTH 00 DEGREES 55 MINUTES 49 SECONDS EAST ALONG SAID WEST LINE, 1231.98 FEET TO THE POINT OF BEGINNING;

EXCEPT THE PORTION CONVEYED TO CITY OF PEORIA, BY SPECIAL WARRANTY DEED, RECORDED MAY 02, 2008 AS 2008-393100 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTRUMENT NO. 2006-493178 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDER, SAID PROPERTY LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, 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 THE NORTHWEST CORNER OF SAID SECTION 15 (BRASS CAP) FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15 (BRASS CAP) BEARS SOUTH 00 DEGREES 56 MINUTES 34 SECONDS WEST, 2609.68 FEET;

THENCE SOUTH 00 DEGREES 56 MINUTES 34 SECONDS WEST, 55.03 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 15 TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY DESCRIBED IN DOCUMENT NO. 2006-493178 OF OFFICIAL RECORDS AND THE PONT OF BEGINNING;

THENCE NORTH 89 DEGREES 10 MINUTES 54 SECONDS EAST, 378.57 FEET ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY TO A CORNER OF SAID CERTAIN PROPERTY;

THENCE SOUTH 00 DEGREES 49 MINUTES 06 SECONDS EAST, 10.00 FEET ALONG AN EASTERLY LINE OF SAID CERTAIN PROPERTY;

THENCE DEPARTING SAID EASTERLY LINE SOUTH 89 DEGREES 10 MINUTES 54 SECONDS WEST, 378.88 FEET TO THE LINE COMMON TO SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15 AND THE WEST LINE OF SAID CERTAIN PROPERTY;

THENCE NORTH 00 DEGREES 56 MINUTES 34 SECONDS EAST, 10.00 FEET ALONG SAID COMMON LINE TO THE POINT OF BEGINNING.

PARCEL NO. 2

ACCESS EASEMENT AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED NOVEMBER 14, 2005 2005-1722279 OF OFFICIAL RECORDS AND RE-RECORDED OCTOBER 24, 2007 AS 2007-1151579 OF OFFICIAL RECORDS.

NOTES:

1. THIS SURVEY IS BASED UPON A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY COMPANY, FILE NO. NCS-631098-PHX1, DATED JANUARY 15, 2014 AT 7:30 AM.
2. THE SURVEYOR HAS RELIED UPON SAID TITLE COMMITMENT TO DISCLOSE ALL MATTERS OF RECORD AFFECTING THE SUBJECT PROPERTY. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER MATTERS THAT MAY AFFECT THE PROPERTY.
3. COPYRIGHT 2014. THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF INFINITY ENGINEERING SERVICES, LTD. NO REPRODUCTION OR USE OF THESE DOCUMENTS ARE ALLOWED WITHOUT WRITTEN PERMISSION OF INFINITY ENGINEERING SERVICES, LTD. ANY VIOLATION OF THIS COPYRIGHT SHALL BE SUBJECT TO LEGAL ACTION.
4. THIS SURVEY SHOWS VISIBLE ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES OR FACILITIES ON THE SUBJECT PROPERTY. NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE OR ABANDONED, NOR TO THEIR EXACT LOCATION. IN THE EVENT THIS SITE IS TO BE DEVELOPED OR IMPROVED THIS SURVEY SHOULD NOT BE USED FOR DESIGN PURPOSES. PLEASE CALL AN UNDERGROUND UTILITY LOCATOR OR "BLUE STAKE" AT 263-1100 FOR THE PRECISE LOCATION AND EXTENT OF ALL UTILITIES IN THE AREA PRIOR TO ANY DESIGN AND/OR EXCAVATION.
5. THIS A.L.T.A./A.C.S.M. LAND TITLE SURVEY WAS PREPARED SPECIFICALLY FOR THE USE OF THE PARTIES NAMED IN THE CERTIFICATION AND THEIR REPRESENTATIVES. USE OF THIS SURVEY BY ANY OTHER PARTY IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY INFINITY ENGINEERING SERVICES, LTD. THIS SURVEY IS NOT TO BE USED FOR DESIGN PURPOSES. INFINITY ENGINEERING SERVICES, LTD. SHALL HAVE NO LIABILITY FOR ANY UNAUTHORIZED USE OF THIS INFORMATION WITHOUT THEIR PRIOR WRITTEN CONSENT.
6. THIS SURVEY WAS PERFORMED WITH GLOBAL POSITIONING SYSTEM EQUIPMENT UTILIZING REAL TIME KINEMATICS SURVEYING METHODS. THE MONUMENTS LOCATED ARE WITHIN THE POSITIONAL TOLERANCES OF THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS EFFECTIVE FEBRUARY 14, 2002.
7. WITH REGARD TO TABLE A, THE FOLLOWING STATEMENTS APPLY TO REFERENCED ITEMS:
   - 2) THERE WAS NO STREET ADDRESS REFERENCED IN ANY RECORD DOCUMENTS, OR OBSERVED WHILE CONDUCTING THE SURVEY.
   - 6(b) NONE PROVIDED BY INSURER.
   - 9) THERE WERE NO PARKING AREAS OR DESIGNATED PARKING SPACES ON THE SUBJECT PARCEL OBSERVED WHILE CONDUCTING THE SURVEY.
   - 16) THERE WAS NO OBSERVED EVIDENCE OF ANY CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WHILE CONDUCTING THE SURVEY.
   - 17) THE SURVEYOR IS NOT AWARE OF ANY CHANGES IN STREET RIGH-OF-WAY LINES AND THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OBSERVED WHILE CONDUCTING THE SURVEY.
   - 18) THERE WAS NO EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
   - 19) THE SUBJECT PARCEL IS NOT IN OR NEAR ANY WETLAND AREAS.

SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFIES TO:

IRGENS PARTNERS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY
YALE CASITIAS, LLC, AN ARIZONA CORPORATION
FIRST AMERICAN TITLE INSURANCE COMPANY, AND THEIR AFFILIATES, SUCCESSORS AND ASSIGNS,

THAT, AS OF THE DATE HEREON, THIS MAP OF PLAT AND SURVEY ON WHICH IT IS BASED ACCURATELY AND TRULY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE UNDER MY DIRECTION AND MADE (I) IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND EFFECTIVE ON FEBRUARY 23, 2011, AND INCLUDES ITEMS 1, 2, 3, 4, 6(B), 8, 9, 11(B), 13, 14, 16, 17, 18, 19, 20(a), AND 20(b) OF TABLE A THEREOF; AND (II) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA, ACSM AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION); THE UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

THE FIELD WORK WAS COMPLETED ON JANUARY 24, 2014

SEAL REGISTRATION NO. 41896

ALL REVISIONS TO THE SURVEY SUBSEQUENT TO THE DATE OF ITS INITIAL CERTIFICATION MUST BE IDENTIFIED THEREON BY DATE.

OWNER
YALE CASITAS INC.
9920 S RURAL ROAD # 108
TEMPE, AZ 85284

PREPARED FOR
IRGENS PARTNERS LLC
5055 E. WASHINGTON STREET
PHOENIX, AZ 85034

PROPERTY INFO
APN: 200-79-013K
INST. NO. 2006-0493178

A.L.T.A./A.C.S.M. LAND TITLE SURVEY
"HARBOR VISTA"
COVER SHEET, SCHEDULE B ITEMS, NOTES
PART OF THE NW 1/4 SEC 15, T.3N, R.1E, G&S.R.B&M
MARICOPA COUNTY, AZ

DRAWN BY:	DRH
CHECKED BY:	BLN
DATE:	02/03/14
SCALE:	1"=50'
PROJECT #:	14014
LAST MODIFIED:	
LAST MODIFIED BY:	

P.O. BOX 88034
PHOENIX, AZ 85080
PHONE (602) 678-8035

[redacted]

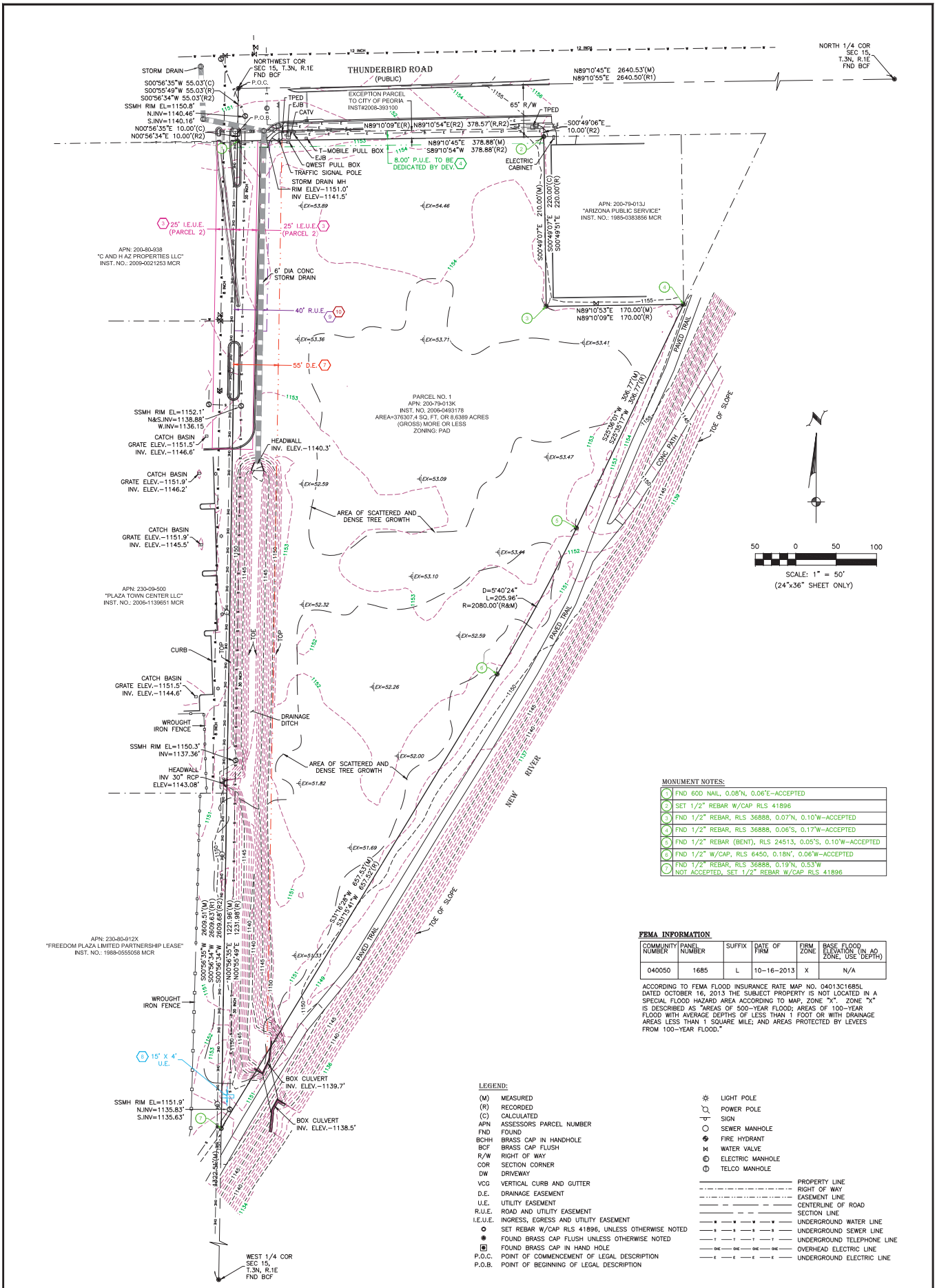
SHEET 1 OF 2

S-1

PEORIA MEDICAL COMMONS ALTA 14014

CITY OF PEORIA

Exhibit A - ALTA



MONUMENT NOTES:

1	FND 60D NAIL, 0.08'N, 0.06'E-ACCEPTED
2	SET 1/2" REBAR W/CAP RLS 41896
3	FND 1/2" REBAR, RLS 36888, 0.07'N, 0.10'W-ACCEPTED
4	FND 1/2" REBAR, RLS 36888, 0.06'S, 0.17'W-ACCEPTED
5	FND 1/2" REBAR (BENT), RLS 24513, 0.05'S, 0.10'W-ACCEPTED
6	FND 1/2" W/CAP, RLS 6450, 0.18N', 0.06'W-ACCEPTED
7	FND 1/2" REBAR, RLS 36888, 0.19'N, 0.53'W NOT ACCEPTED, SET 1/2" REBAR W/CAP RLS 41896

FEMA INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (IN AO ZONE, USE DEPTH)
040050	1685	L	10-16-2013	X	N/A

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C1685L DATED OCTOBER 16, 2013 THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO MAP, ZONE "X". ZONE "X" IS DESCRIBED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD."

LEGEND:

(M)	MEASURED
(R)	RECORDED
(C)	CALCULATED
APN	ASSESSORS PARCEL NUMBER
FND	FOUND
BCHH	BRASS CAP IN HANDHOLE
BCF	BRASS CAP FLUSH
R/W	RIGHT OF WAY
COR	SECTION CORNER
DW	DRIVEWAY
VCG	VERTICAL CURB AND GUTTER
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
R.U.E.	ROAD AND UTILITY EASEMENT
I.E.U.E.	INGRESS, EGRESS AND UTILITY EASEMENT
○	SET REBAR W/CAP RLS 41896, UNLESS OTHERWISE NOTED
◉	FOUND BRASS CAP FLUSH UNLESS OTHERWISE NOTED
▣	FOUND BRASS CAP IN HAND HOLE
P.O.C.	POINT OF COMMENCEMENT OF LEGAL DESCRIPTION
P.O.B.	POINT OF BEGINNING OF LEGAL DESCRIPTION

LIGHT POLE
POWER POLE
SIGN
SEWER MANHOLE
FIRE HYDRANT
WATER VALVE
ELECTRIC MANHOLE
TELCO MANHOLE

PROPERTY LINE
RIGHT OF WAY
EASEMENT LINE
CENTERLINE OF ROAD
SECTION LINE
UNDERGROUND WATER LINE
UNDERGROUND SEWER LINE
UNDERGROUND TELEPHONE LINE
OVERHEAD ELECTRIC LINE
UNDERGROUND ELECTRIC LINE

SHEET 2 OF 2

S-2

Infinity engineering consultants, inc.
P.O. BOX 88034
PHOENIX, AZ 85038

DRAWN BY:	DRH
CHECKED BY:	BLN
DATE:	02/03/14
SCALE:	1"=50'
PROJECT #:	14014
LAST MODIFIED:	

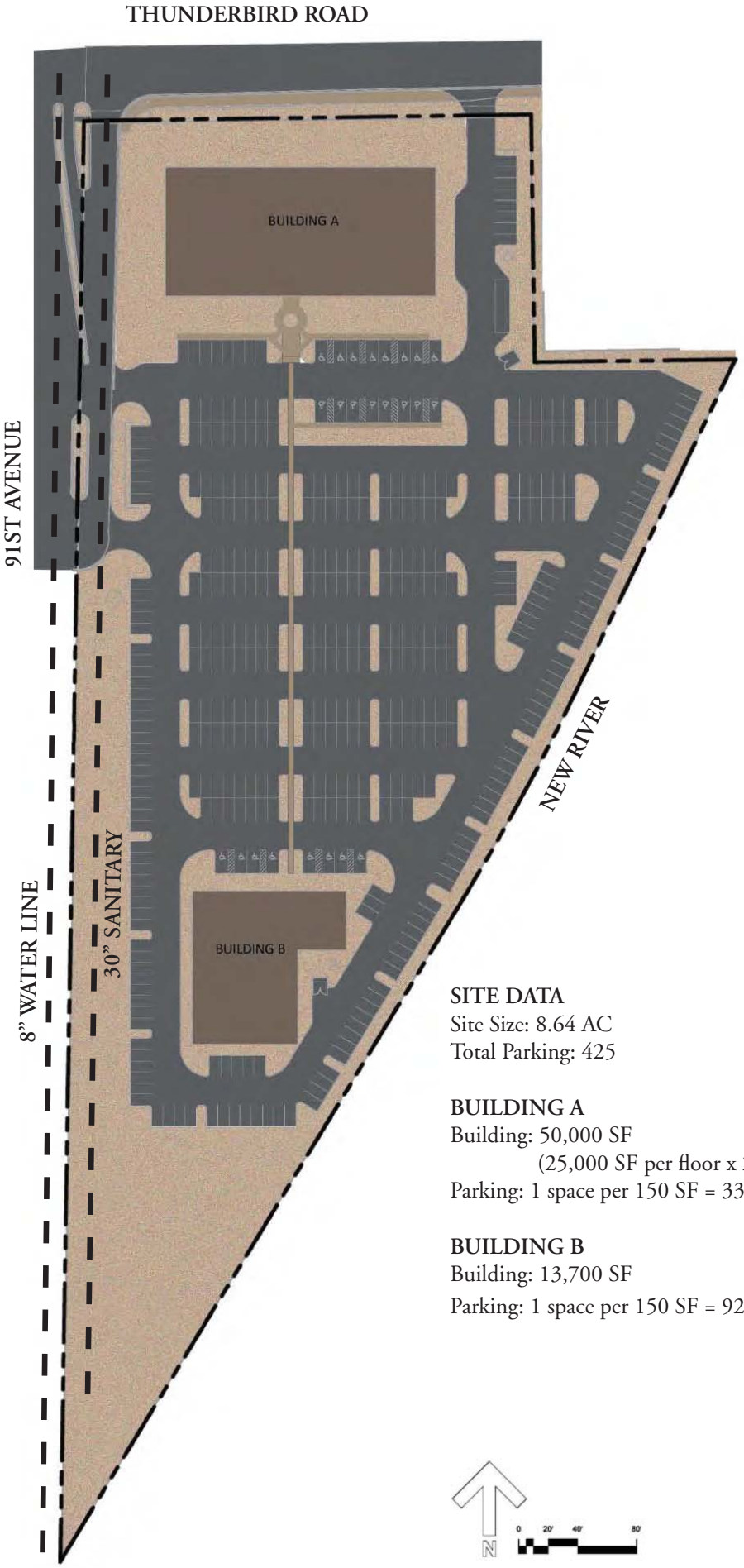
A.L.T.A./A.C.S.M. LAND TITLE SURVEY
"HARBOR VISTA"
SURVEY SHEET

PART OF THE NW 1/4 SEC 15, T.3N, R.1E, G&S.R.B&M

PROPERTY INFO
APN: 200-79-013K
INST. NO. 2006-0493178

PREPARED
INGRESS PARTNERS LLC
9005 E. WASHINGTON STREET
PHOENIX, AZ 85034

OWNER
WILE CASING, INC.
9920 S. RURAL ROAD # 108
TEMPE, AZ 85284



SITE DATA
Site Size: 8.64 AC
Total Parking: 425

BUILDING A
Building: 50,000 SF
(25,000 SF per floor x 2 floors)
Parking: 1 space per 150 SF = 333 spaces

BUILDING B
Building: 13,700 SF
Parking: 1 space per 150 SF = 92 spaces

ORDINANCE NO 2014-31

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM THE THUNDERBIRD VILLAGE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT FOR SENIOR MULTI-FAMILY RESIDENTIAL TO THE HARBOR VISTA PLANNED AREA DEVELOPMENT (PAD) FOR OFFICE/MEDICAL OFFICE USES AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on June 19, 2014 in zoning case Z14-0003 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from the Thunderbird Village Planned Area Development (PAD) zoning district (Z07-14) to a single Planned Area Development (PAD) as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on April 25, 2014; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from the Thunderbird Village Planned Area Development (PAD) zoning district (Z07-14) to the Harbor Vista Planned Area Development (PAD) (Z14-0003) for office/medical office uses.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall conform in all material respects to “Harbor Vista” Planned Area Development Standards and Guidelines Report, (case Z14-0003) dated 5/15/14.
2. The Developer shall provide a Final Traffic Impact Analysis at the time of Site Plan application submittal.
3. The Developer shall provide an ALTA Survey reflecting existing boundary and recorded easements on the site.
4. The Developer shall dedicate an 8’ PUE outside of the 65’ ROW on Thunderbird Road. No walls or retention shall be allowed within the PUE.
5. The Development shall comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the Civil Improvement Plans in accordance with the SWPPP checklist.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 27th day of August, 2014.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Kemp, City Attorney

Published in: Peoria Times Pub. Date: September 5, 2014

Effective Date:

EXHIBIT A

PARCEL NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SECTION 15;

THENCE SOUTH 00 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 10 MINUTES 09 SECONDS EAST, 378.57 FEET;
THENCE SOUTH 00 DEGREES 49 MINUTES 51 SECONDS EAST, 220.00 FEET;
THENCE NORTH 89 DEGREES 10 MINUTES 09 SECONDS EAST, 170.00 FEET;
THENCE SOUTH 25 DEGREES 35 MINUTES 17 SECONDS WEST, 306.77 FEET TO THE P.C. OF A CURVE;
THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2080.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 40 MINUTES 24 SECONDS, AN ARC DISTANCE OF 205.96 FEET TO THE P.T. OF SAID CURVE;
THENCE SOUTH 31 DEGREES 15 MINUTES 41 SECONDS WEST, 657.52 FEET TO A POINT ON THE WEST LINE OF SAID SECTION;
THENCE NORTH 00 DEGREES 55 MINUTES 49 SECONDS EAST ALONG SAID WEST LINE, 1231.98 FEET TO THE POINT OF BEGINNING;

EXCEPT THE PORTION CONVEYED TO CITY OF PEORIA, BY SPECIAL WARRANTY DEED, RECORDED MAY 02, 2008 AS 2008-393100 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTRUMENT NO. 2006-493178 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDER, SAID PROPERTY LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, 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 THE NORTHWEST CORNER OF SAID SECTION 15 (BRASS CAP) FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15 (BRASS CAP) BEARS SOUTH 00 DEGREES 56 MINUTES 34 SECONDS WEST, 2609.68 FEET;
THENCE SOUTH 00 DEGREES 56 MINUTES 34 SECONDS WEST, 55.03 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 15 TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY DESCRIBED IN DOCUMENT NO. 2006-493178 OF OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 10 MINUTES 54 SECONDS EAST, 378.57 FEET ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY TO A CORNER OF SAID CERTAIN PROPERTY;
THENCE SOUTH 00 DEGREES 49 MINUTES 06 SECONDS EAST, 10.00 FEET ALONG AN EASTERLY LINE OF SAID CERTAIN PROPERTY;
THENCE DEPARTING SAID EASTERLY LINE SOUTH 89 DEGREES 10 MINUTES 54 SECONDS WEST, 378.88 FEET TO THE LINE COMMON TO SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15 AND THE WEST LINE OF SAID CERTAIN PROPERTY;
THENCE NORTH 00 DEGREES 56 MINUTES 34 SECONDS EAST, 10.00 FEET ALONG SAID COMMON LINE TO THE POINT OF BEGINNING.

PARCEL NO. 2

ACCESS EASEMENT AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED NOVEMBER 14, 2005 2005-1722279 OF OFFICIAL RECORDS AND RE-RECORDED OCTOBER 24, 2007 AS 2007-1151579 OF OFFICIAL RECORDS.

EXHIBIT B
Map

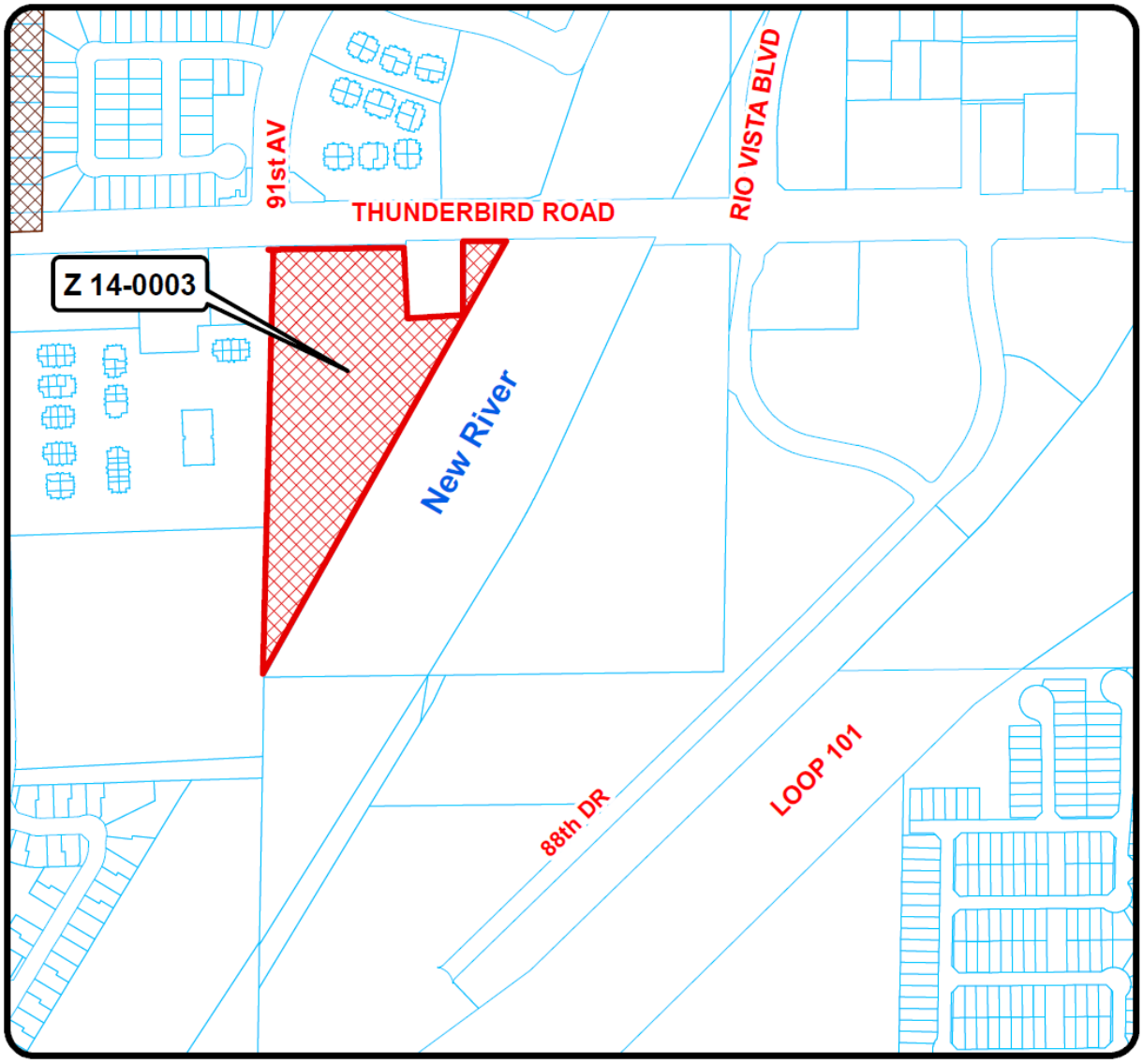


EXHIBIT 4

Harbor Vista
Planned Area Development
Standards and Guidelines Report

Harbor Vista

Planned Area Development (PAD)
Standards and Guidelines Report

Zoning Case Z14-0003

Southeast Corner of 91st Avenue and Thunderbird Road

Peoria, Arizona

May 15, 2014

TABLE OF CONTENTS

I. Introduction

II. Legal Description of Property and Parcels

III. Conceptual Development Plan

IV. Table of Permitted, Conditional and Accessory Uses

V. Project Phasing and Development Schedule

VI. Project Development Standards

- a. Lot Coverage
- b. Setbacks (internal, external, building, etc.)
- c. Minimum Lot Size(s)
- d. Building Heights
- e. Lighting
- f. Screening, Fencing and Walls
- g. Parking
- h. Enhanced Design Review Standards

VII. Project Signage Standards

VIII. Project Landscaping Standards

IX. Infrastructure/Utilities

- a. Grading/Drainage/Retention
- b. Water/Wastewater
- c. Electric Power/Natural Gas/Telephone Service

X. Exhibits

- a. ALTA
- b. Conceptual Site Plan with Conceptual Renderings

City of Peoria

Zoning Case Z14-0003

Development Team

1. Developer/Applicant

   Irgens Partners, LLC
   Contact: David Kross (602-682-0198)
   5055 E. Washington Street, Suite 110
   Phoenix, AZ 85034

2. Architect/Engineering Firms

   Architect:
   Archicon
   Contact: Jeff Koski (602-222-4266)
   5055 E. Washington Street, Suite 200
   Phoenix, AZ 85034

   Civil Engineer:
   Desert Development Engineering
   Contact: John Shinske (602-997-2005)
   10000 N. 31st Avenue, Suite A109
   Phoenix, AZ 85051

3. Consultant

   Traffic Engineer:
   CivTech
   Contact: Joseph Spadafino (480-659-4250)
   10605 N Hayden Road
   Scottsdale, AZ 85260

4. Document Prepared By:

   David Kross
   Irgens Partners, LLC
   5055 E. Washington Street, Suite 110
   Phoenix, AZ 85034
   Phone: 602-682-0198

I. INTRODUCTION

This is a request to rezone an approximately 8.6 gross acre parcel from Planned Area Development (PAD) for a senior multi-family residential development to a PAD including office and medical office uses. Prior to the current PAD zoning approved in 2008, this site was zoned C-3 (Central Commercial). The undeveloped property is located at the southeast corner of 91st Avenue and Thunderbird Road. The property is situated between an existing driveway at the 91st Avenue alignment and the New River. There is an existing APS substation located near the northeast corner of the property adjacent to the Thunderbird Road frontage. The property has several design constraints including its unusual shape, access and visibility limitations due to the APS substation and an irregular developable area due to the New River corridor. For these reasons, a PAD zoning district remains a favorable zoning option. While the senior multi-family PAD remains an appropriate land use for the site, the office/medical office uses are equally appropriate for this site given the mix of uses in the vicinity. Should senior multi-family uses be proposed in the future, a Major PAD Amendment would be required to establish specific development and design standards for the site.

II. LEGAL DESCRIPTION OF PROPERTY AND PARCELS

An abbreviated legal description of the property is as follows:

APN: 200-79-013K

Parcel #1:
A parcel of land located in the Northwest quarter of Section 15, Township 3 North Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

An ALTA Survey has been included in (Exhibit A).

III. CONCEPTUAL DEVELOPMENT PLAN

The Conceptual Site Plan (Exhibit B) demonstrates one possible development scenario. Separate site plan approval will be required for development of this site. The conceptual site plan illustrates a possible site design consisting of two separate buildings on the site. A two-story 50,000 square foot building is located at the north along Thunderbird Road and a single story 13,000 square foot building is located on the southern portion of the property. Covered parking may be constructed. The parking lot area is located in between the two buildings with a pedestrian connecting path between the two buildings.

Access to the site is proposed from the drive located along the 91st Avenue alignment on the west boundary of this property. A second means of ingress/egress, either a right-out only or a right-in/right-out only is proposed on Thunderbird Road to the east of the proposed building and adjacent to, west of, the APS substation (Reference Traffic Impact Analysis).

IV. TABLE OF PERMITTED, CONDITIONAL AND ACCESSORY USES

The proposed Planned Area Development (PAD) is requested to allow for the uses as listed in the following matrix.

LAND USE	
ADMINISTRATIVE & FINANCIAL	
Automatic Teller Machine (ATM)	P
Banks and Financial Institution	P
Bonding Companies & Non-Chartered Financial	C
Professional, Administrative or Business Offices	P
AUTOMOBILE RELATED	
Auto Parking Lot or Garage as Principal Use	P
Parking Space with Electric Vehicle Charging Equipment (Ord. No. 2010-23	A
EATING & DRINKING ESTABLISHMENTS	
Catering Establishment (Ord. No. 03-171)	P
Food & Beverage Vendor Cart #	A
Outdoor Dining and Seating Areas # (Ord. No. 06-07)	C
Restaurants (Ord. No. 06-07)	P
ENTERTAINMENT AND RECREATION	
Health and Exercise Center # (Ord. No. 03-171)	P
Wedding and Reception Center # (Ord. 02-21)	C
GENERAL INDUSTRIAL & MANUFACTURING	
Call Center	P
Essential Public Service or Utility Installation	P
Recycling Collection Point	A
INSTITUTIONAL	
Art Gallery	P
Cultural Institutions	P
Day Care Centers or Pre-school Centers #	P
Libraries and Museums	P
Non-profit Social services #	P
Nursing or Convalescent Home, Long term Care Facility #	P
Public Buildings #	P
Public/Private Schools, Charter Schools, College and University Facilities excluding College & University Campuses # (Ord. No. 2010-23)	P
Public Utility Buildings, Structures, Uses, Facilities and Equipment #	P
Religious Institutions & similar places of worship #	P

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory Use
# = Subject to special limitations (see the following section 14-9-5)
- = Not permitted

INTENSE RETAIL	
Outdoor Sales and Display Area # (Ord. No. 02-21) (Ord. No. 05-36)	P
MEDICAL	
Ambulance Service Facility	C
Emergency Medical Care Facility #	C
Medical, Dental, Optician or Health, Clinics and Laboratories	P
PERSONAL SERVICES	
Messenger Delivery Service	P
Pet Grooming Shop # (Ord. No. 05-51)	P
Photographic Developing and Printing	P
Remote Mail Service (Ord. No. 05-58A)	P
Ticket and Travel Agency	P
TRANSPORTATION	
School Bus Parking and Maintenance Facilities # (Ord. No. 05-58A)	C

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory Use
# = Subject to special limitations (see the following section 14-9-5)
- = Not permitted

V. PROJECT DEVELOPMENT SCHEDULE

The timing of the development will be dictated on market demand.

VI. PROJECT DEVELOPMENT STANDARDS

	Non-Residential Uses
Maximum Lot Coverage	N/A
Minimum Lot Width	50 ft
Maximum Density	N/A
Maximum Building Height	48 ft
Front Setback (Thunderbird Rd)	15 ft
Interior Side/Rear Setback	0 ft
Corner Setback	15 ft
Rear Setback	20 ft

a. Lighting

All exterior lighting shall comply with the requirements as outlined in Article 14-3 (F), Exterior lighting, Chapter 14 of the Peoria City Code. All lighting shall conform to the City's dark sky ordinance and no lighting level shall exceed one foot candle along property lines on the photometric plan.

b. Screening, Fencing and Walls

Screening shall be in accordance with the requirements as outlined in Article 14-3-4, Chapter 14 of the Peoria City Code. All screen materials used shall be compatible with the architectural style and materials of the buildings.

Walls and Fences shall be in accordance with the Screening and Walls and Fences requirements as outlined in Article 14-3-5, Chapter 14 of the Peoria City Code. All fencing and walls shall be compatible with the architectural style and materials of the buildings.

c. Parking

The proposed project will comply with all parking and loading requirements of the City of Peoria, Article 14-23 with the following exception:

Required Parking for Health Clinics: 1 space per 175 square feet of area

d. Enhanced Design Review Standards

Buildings will share a common architectural design theme, yet shall become unique in their site orientation and planning. These buildings will be designed to serve the community and the exterior design and materials shall be in accordance with these planning and design standards.

The buildings will borrow inspiration from the desert landscape, with architectural details and colors to complement this theme. The building materials may consist of one or more of the following exterior materials: concrete tilt panels, concrete masonry units, stucco, wood, stone and tile. The colors of the building will be a blend of soft desert tones, either painted or integral to the exterior building product.

The window system will be a clear anodized aluminum framed system with insulated glazing, and consist of punched window openings, ribbon windows, storefront, along with areas of continuous larger glazed features. All glazing will comply with the new energy standards. Building materials will meet Peoria's design guideline.

VII. PROJECT SIGNAGE STANDARDS

Project signage shall conform to the standards contained within Section 14-34 of the Peoria Zoning Ordinance.

VIII. PROJECT LANDSCAPING STANDARDS

Project landscaping shall conform to the standards contained within Section 14-35 of the Peoria Zoning Ordinance.

IX. INFRASTRUCTURE/UTILITIES

a. Grading/Drainage

Grading and drainage will comply with the City of Peoria's requirements and/or waiver processes. Additional drainage concerns will be addressed during Site Plan Review.

b. Water/Wastewater

It is expected that water service will be provided by connection to an existing 8" waterline along the 91st Avenue alignment to the west of site. Wastewater service needs are expected to be served by connection to a 30" sewer also along the 91st Avenue alignment.

c. Electric Power/Natural Gas/Telephone Service Providers

Electric Power:	APS
Natural Gas:	Southwest Gas (not expected to be utilized)
Telephone:	Qwest

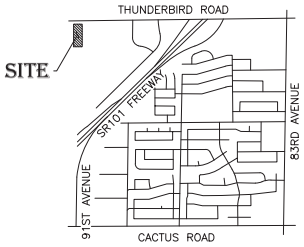
X. EXHIBITS

a. ALTA
As certified by Infinity Engineering Services dated March 3, 2014.

b. Conceptual Site Plan with Conceptual Renderings

A.L.T.A./A.C.S.M. LAND TITLE SURVEY
"HARBOR VISTA"

A PART OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



VICINITY MAP
SCALE: N.T.S. SEC. 15, T.3N., R.1E.

NOTES CORRESPONDING TO SCHEDULE B OF FIRST AMERICAN TITLE COMPANY, FILE NO. NCS-631098-PHX1:

THE FOLLOWING SCHEDULE B ITEMS OF THE TITLE REPORT OF THE SUBJECT PARCEL ARE NOTED WITH A KEY NOTE CORRESPONDING TO THE SCHEDULE B ITEM NUMBER, AND EFFECT THE SUBJECT PARCEL AS FOLLOWS:

1. SECOND INSTALLMENT OF 2013 TAXES, A LIEN, PAYABLE ON OR BEFORE MARCH 1, 2014, AND DELINQUENT MAY 1, 2014.
   NOT A SURVEY MATTER-NOTHING TO PLOT
2. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
   NOTHING TO PLOT

(3) THE TERMS, PROVISIONS AND EASEMENT CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF EASEMENTS" RECORDED NOVEMBER 14, 2005 AS 2005-1722279 OF OFFICIAL RECORDS AND RE-RECORDED OCTOBER 24, 2007 AS 2007-1151579 OF OFFICIAL RECORDS.
PLOTTED

(4) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT REGARDING ACCEPTANCE OF LAND USE CONDITIONS AND WAIVER OF RIGHTS AND REMEDIES UNDER PROPOSITION 207" RECORDED JULY 10, 2008 AS 2008-604302 OF OFFICIAL RECORDS.
DEVELOPER SHALL DEDICATE AN 8' PUE OUTSIDE OF THE 46 FOOT ROW ON THUNDERBIRD ROAD, PLOTTED

5. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPER ASSISTANCE AGREEMENT" RECORDED JULY 24, 2008 AS 2008-643958 OF OFFICIAL RECORDS.

   THIS MATTER WILL BE DELETED UPON SATISFACTION OF REQUIREMENT 13 HEREIN.
   NOT A SURVEY MATTER-NOTHING TO PLOT
6. AN EASEMENT FOR SLOPE CONSTRUCTION AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 14583 AND PAGE 645.
   DOES NOT AFFECT PROPERTY-NOTHING TO PLOT

(7) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 84-029222 OF OFFICIAL RECORDS.
PLOTTED

(10) AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 87-090855 OF OFFICIAL RECORDS.
PLOTTED

(9) AN EASEMENT FOR ROADWAY AND UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2006-178528 OF OFFICIAL RECORDS.
PLOTTED

(10) AN EASEMENT FOR ROADWAY AND UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2008-393109 OF OFFICIAL RECORDS.
PLOTTED

11. THE RIGHTS OR CLAIMS OF TITLE, IF ANY, BY THE STATE OF ARIZONA TO ANY PORTION OF THE PROPERTY DESCRIBED IN SCHEDULE A BEING LOCATED IN THE BED OF ANY RIVER OR DRY WASH.
    NOT A SURVEY MATTER-NOTHING TO PLOT
12. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/ACSM SURVEY MADE BY INFINITY ENGINEERING SERVICES, LTD. ON FEBRUARY 12, 2014, DESIGNATED JOB NUMBER 14014:
    AS SHOWN
13. THE RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASE OR LEASES OR MONTH TO MONTH TENANCIES AFFECTING ANY PORTION OF THE WITHIN DESCRIBED PROPERTY.

    NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT(S) SET FORTH HEREIN.
    NOT A SURVEY MATTER-NOTHING TO PLOT
14. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
    NOT A SURVEY MATTER-NOTHING TO PLOT
15. TAXES FOR THE YEAR 2014, A LIEN NOT YET DUE AND PAYABLE.
    NOT A SURVEY MATTER-NOTHING TO PLOT

PARCEL INFORMATION:
APN: 200-79-013K
OWNER: YALE CASITAS INC
INST# 2006-0493178 MCR
AREA= 376307 SQ. FT. OR 8.6389 ACRES (GROSS) MORE OR LESS

REFERENCE DOCUMENTS:
(R) INST. NO. 2006-0493178
(R1) BOOK 863, OF MAPS, PAGE 07 MCR

BASIS OF BEARING
NORTH 89 DEGREES 10 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH SOUTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

LEGAL DESCRIPTION:
PARCEL NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SECTION 15;

THENCE SOUTH 00 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING;

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THENCE SOUTH 25 DEGREES 35 MINUTES 17 SECONDS WEST, 306.77 FEET TO THE P.C. OF A CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2080.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 40 MINUTES 24 SECONDS, AN ARC DISTANCE OF 205.96 FEET TO THE P.T. OF SAID CURVE;

THENCE SOUTH 31 DEGREES 15 MINUTES 41 SECONDS WEST, 657.52 FEET TO A POINT ON THE WEST LINE OF SAID SECTION;

THENCE NORTH 00 DEGREES 55 MINUTES 49 SECONDS EAST ALONG SAID WEST LINE, 1231.98 FEET TO THE POINT OF BEGINNING;

EXCEPT THE PORTION CONVEYED TO CITY OF PEORIA, BY SPECIAL WARRANTY DEED, RECORDED MAY 02, 2008 AS 2008-393100 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTRUMENT NO. 2006-493178 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDER, SAID PROPERTY LYING WITHIN THE NORTHWEST QUARTER OF SECTION 15, 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 THE NORTHWEST CORNER OF SAID SECTION 15 (BRASS CAP) FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15 (BRASS CAP) BEARS SOUTH 00 DEGREES 56 MINUTES 34 SECONDS WEST, 2609.68 FEET;

THENCE SOUTH 00 DEGREES 56 MINUTES 34 SECONDS WEST, 55.03 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 15 TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY DESCRIBED IN DOCUMENT NO. 2006-493178 OF OFFICIAL RECORDS AND THE PONT OF BEGINNING;

THENCE NORTH 89 DEGREES 10 MINUTES 54 SECONDS EAST, 378.57 FEET ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY TO A CORNER OF SAID CERTAIN PROPERTY;

THENCE SOUTH 00 DEGREES 49 MINUTES 06 SECONDS EAST, 10.00 FEET ALONG AN EASTERLY LINE OF SAID CERTAIN PROPERTY;

THENCE DEPARTING SAID EASTERLY LINE SOUTH 89 DEGREES 10 MINUTES 54 SECONDS WEST, 378.88 FEET TO THE LINE COMMON TO SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15 AND THE WEST LINE OF SAID CERTAIN PROPERTY;

THENCE NORTH 00 DEGREES 56 MINUTES 34 SECONDS EAST, 10.00 FEET ALONG SAID COMMON LINE TO THE POINT OF BEGINNING.

PARCEL NO. 2

ACCESS EASEMENT AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED NOVEMBER 14, 2005 2005-1722279 OF OFFICIAL RECORDS AND RE-RECORDED OCTOBER 24, 2007 AS 2007-1151579 OF OFFICIAL RECORDS.

NOTES:

1. THIS SURVEY IS BASED UPON A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY COMPANY, FILE NO. NCS-631098-PHX1, DATED JANUARY 15, 2014 AT 7:30 AM.
2. THE SURVEYOR HAS RELIED UPON SAID TITLE COMMITMENT TO DISCLOSE ALL MATTERS OF RECORD AFFECTING THE SUBJECT PROPERTY. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER MATTERS THAT MAY AFFECT THE PROPERTY.
3. COPYRIGHT 2014. THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF INFINITY ENGINEERING SERVICES, LTD. NO REPRODUCTION OR USE OF THESE DOCUMENTS ARE ALLOWED WITHOUT WRITTEN PERMISSION OF INFINITY ENGINEERING SERVICES, LTD. ANY VIOLATION OF THIS COPYRIGHT SHALL BE SUBJECT TO LEGAL ACTION.
4. THIS SURVEY SHOWS VISIBLE ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES OR FACILITIES ON THE SUBJECT PROPERTY. NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE OR ABANDONED, NOR TO THEIR EXACT LOCATION. IN THE EVENT THIS SITE IS TO BE DEVELOPED OR IMPROVED THIS SURVEY SHOULD NOT BE USED FOR DESIGN PURPOSES. PLEASE CALL AN UNDERGROUND UTILITY LOCATOR OR "BLUE STAKE" AT 263-1100 FOR THE PRECISE LOCATION AND EXTENT OF ALL UTILITIES IN THE AREA PRIOR TO ANY DESIGN AND/OR EXCAVATION.
5. THIS A.L.T.A./A.C.S.M. LAND TITLE SURVEY WAS PREPARED SPECIFICALLY FOR THE USE OF THE PARTIES NAMED IN THE CERTIFICATION AND THEIR REPRESENTATIVES. USE OF THIS SURVEY BY ANY OTHER PARTY IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY INFINITY ENGINEERING SERVICES, LTD. THIS SURVEY IS NOT TO BE USED FOR DESIGN PURPOSES. INFINITY ENGINEERING SERVICES, LTD. SHALL HAVE NO LIABILITY FOR ANY UNAUTHORIZED USE OF THIS INFORMATION WITHOUT THEIR PRIOR WRITTEN CONSENT.
6. THIS SURVEY WAS PERFORMED WITH GLOBAL POSITIONING SYSTEM EQUIPMENT UTILIZING REAL TIME KINEMATICS SURVEYING METHODS. THE MONUMENTS LOCATED ARE WITHIN THE POSITIONAL TOLERANCES OF THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS EFFECTIVE FEBRUARY 14, 2002.
7. WITH REGARD TO TABLE A, THE FOLLOWING STATEMENTS APPLY TO REFERENCED ITEMS:
   - 2) THERE WAS NO STREET ADDRESS REFERENCED IN ANY RECORD DOCUMENTS, OR OBSERVED WHILE CONDUCTING THE SURVEY.
   - 6(b) NONE PROVIDED BY INSURER.
   - 9) THERE WERE NO PARKING AREAS OR DESIGNATED PARKING SPACES ON THE SUBJECT PARCEL OBSERVED WHILE CONDUCTING THE SURVEY.
   - 16) THERE WAS NO OBSERVED EVIDENCE OF ANY CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WHILE CONDUCTING THE SURVEY.
   - 17) THE SURVEYOR IS NOT AWARE OF ANY CHANGES IN STREET RIGH-OF-WAY LINES AND THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OBSERVED WHILE CONDUCTING THE SURVEY.
   - 18) THERE WAS NO EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
   - 19) THE SUBJECT PARCEL IS NOT IN OR NEAR ANY WETLAND AREAS.

SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFIES TO:

IRGENS PARTNERS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY
YALE CASITIAS, LLC, AN ARIZONA CORPORATION
FIRST AMERICAN TITLE INSURANCE COMPANY, AND THEIR AFFILIATES, SUCCESSORS AND ASSIGNS,

THAT, AS OF THE DATE HEREON, THIS MAP OF PLAT AND SURVEY ON WHICH IT IS BASED ACCURATELY AND TRULY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE UNDER MY DIRECTION AND MADE (I) IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND EFFECTIVE ON FEBRUARY 23, 2011, AND INCLUDES ITEMS 1, 2, 3, 4, 6(B), 8, 9, 11(B), 13, 14, 16, 17, 18, 19, 20(a), AND 20(b) OF TABLE A THEREOF; AND (II) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA, ACSM AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION); THE UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

THE FIELD WORK WAS COMPLETED ON JANUARY 24, 2014

SEAL REGISTRATION NO. 41896

ALL REVISIONS TO THE SURVEY SUBSEQUENT TO THE DATE OF ITS INITIAL CERTIFICATION MUST BE IDENTIFIED THEREON BY DATE.

OWNER
YALE CASITAS INC.
9920 S RURAL ROAD # 108
TEMPE, AZ 85284

PREPARED FOR
IRGENS PARTNERS LLC
5055 E. WASHINGTON STREET
PHOENIX, AZ 85034

PROPERTY INFO
APN: 200-79-013K
INST. NO. 2006-0493178

A.L.T.A./A.C.S.M. LAND TITLE SURVEY
"HARBOR VISTA"
COVER SHEET, SCHEDULE B ITEMS, NOTES
PART OF THE NW 1/4 SEC 15, T.3N, R.1E, G&S.R.B&M
MARICOPA COUNTY, AZ

DRAWN BY:	DRH
CHECKED BY:	BLN
DATE:	02/03/14
SCALE:	1"=50'
PROJECT #:	14014
LAST MODIFIED:	
LAST MODIFIED BY:	

P.O. BOX 88034
PHOENIX, AZ 85080
PHONE (602) 678-8035

[redacted]

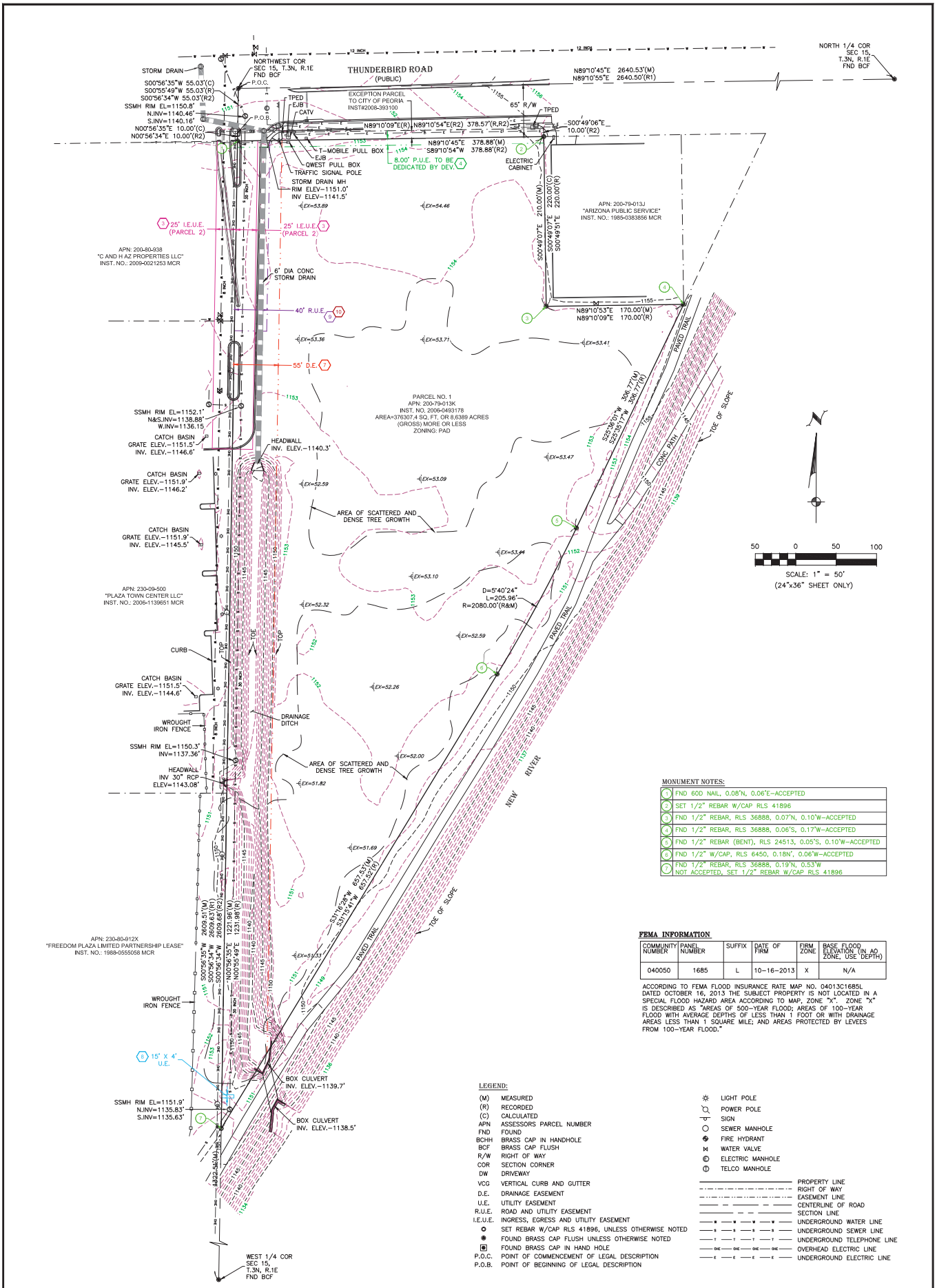
SHEET 1 OF 2

S-1

PEORIA MEDICAL COMMONS ALTA 14014

Exhibit A - ALTA

CITY OF PEORIA



MONUMENT NOTES:

1	FND 60D NAIL, 0.08'N, 0.06'E-ACCEPTED
2	SET 1/2" REBAR W/CAP RLS 41896
3	FND 1/2" REBAR, RLS 36888, 0.07'N, 0.10'W-ACCEPTED
4	FND 1/2" REBAR, RLS 36888, 0.06'S, 0.17'W-ACCEPTED
5	FND 1/2" REBAR (BENT), RLS 24513, 0.05'S, 0.10'W-ACCEPTED
6	FND 1/2" W/CAP, RLS 6450, 0.18N', 0.06'W-ACCEPTED
7	FND 1/2" REBAR, RLS 36888, 0.19'N, 0.53'W NOT ACCEPTED, SET 1/2" REBAR W/CAP RLS 41896

FEMA INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (IN AO ZONE, USE DEPTH)
040050	1685	L	10-16-2013	X	N/A

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C1685L DATED OCTOBER 16, 2013 THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO MAP, ZONE "X". ZONE "X" IS DESCRIBED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD."

LEGEND:

(M)	MEASURED
(R)	RECORDED
(C)	CALCULATED
APN	ASSESSORS PARCEL NUMBER
FND	FOUND
BCHH	BRASS CAP IN HANDHOLE
BCF	BRASS CAP FLUSH
R/W	RIGHT OF WAY
COR	SECTION CORNER
DW	DRIVEWAY
VCG	VERTICAL CURB AND GUTTER
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
R.U.E.	ROAD AND UTILITY EASEMENT
I.E.U.E.	INGRESS, EGRESS AND UTILITY EASEMENT
○	SET REBAR W/CAP RLS 41896, UNLESS OTHERWISE NOTED
◉	FOUND BRASS CAP FLUSH UNLESS OTHERWISE NOTED
▣	FOUND BRASS CAP IN HAND HOLE
P.O.C.	POINT OF COMMENCEMENT OF LEGAL DESCRIPTION
P.O.B.	POINT OF BEGINNING OF LEGAL DESCRIPTION

LIGHT POLE
POWER POLE
SIGN
SEWER MANHOLE
FIRE HYDRANT
WATER VALVE
ELECTRIC MANHOLE
TELCO MANHOLE

PROPERTY LINE
RIGHT OF WAY
EASEMENT LINE
CENTERLINE OF ROAD
SECTION LINE
UNDERGROUND WATER LINE
UNDERGROUND SEWER LINE
UNDERGROUND TELEPHONE LINE
OVERHEAD ELECTRIC LINE
UNDERGROUND ELECTRIC LINE

SHEET 2 OF 2

S-2

Infinity engineering consultants, inc.
P.O. BOX 88034
PHOENIX, AZ 85038

DRAWN BY:	DRH
CHECKED BY:	BLN
DATE:	02/03/14
SCALE:	1"=50'
PROJECT #:	14014
LAST MODIFIED:	

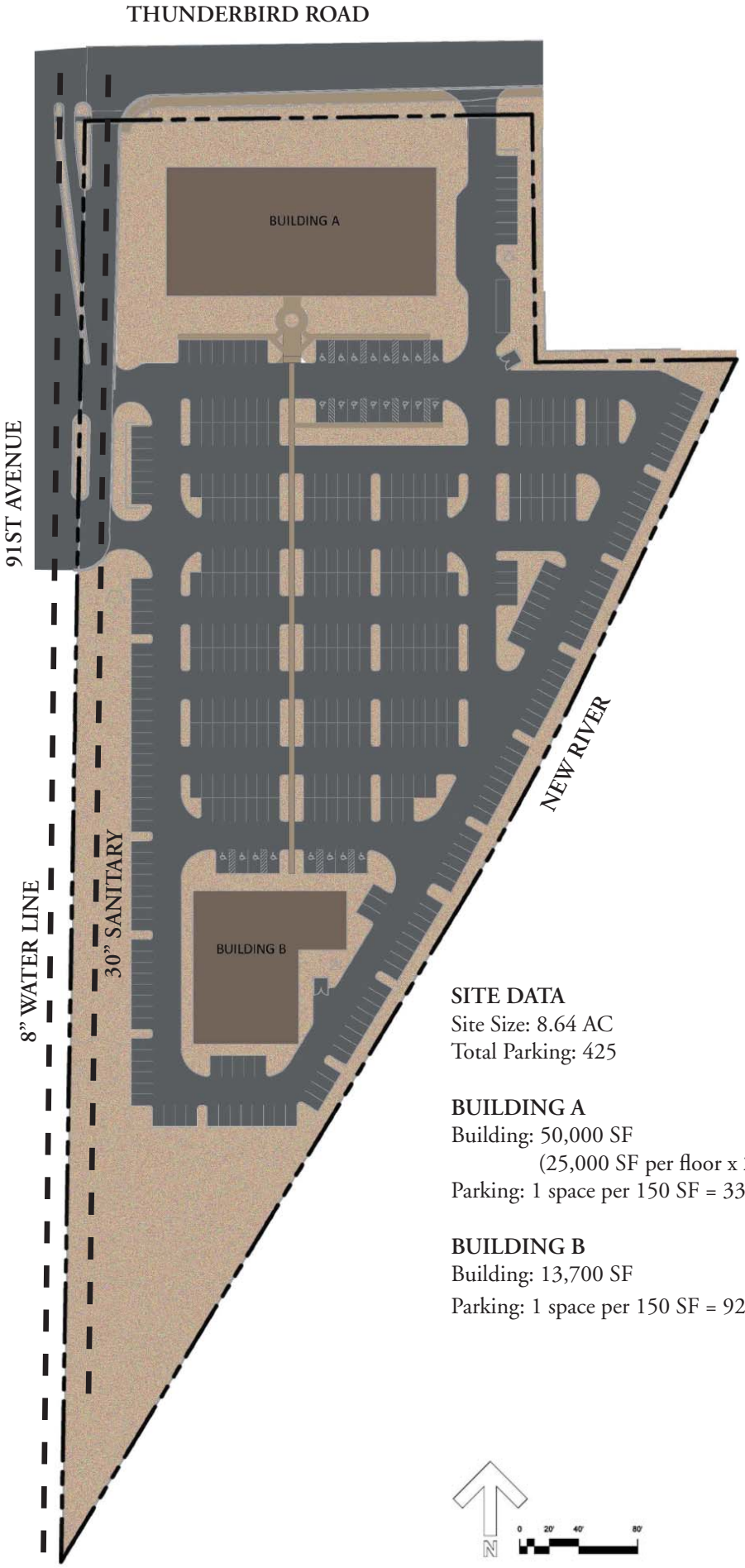
A.L.T.A./A.C.S.M. LAND TITLE SURVEY
"HARBOR VISTA"
SURVEY SHEET

PART OF THE NW 1/4 SEC 15, T.3N, R.1E, G&S.R.B&M

PROPERTY INFO
APN: 200-79-013K
INST. NO. 2006-0493178

PREPARED FOR:
INGRESS PARTNERS LLC
9005 E. WASHINGTON STREET
PHOENIX, AZ 85034

OWNER
WILE CASING, INC.
9920 S RURAL ROAD # 109
TEMPE, AZ 85284



SITE DATA
Site Size: 8.64 AC
Total Parking: 425

BUILDING A
Building: 50,000 SF
(25,000 SF per floor x 2 floors)
Parking: 1 space per 150 SF = 333 spaces

BUILDING B
Building: 13,700 SF
Parking: 1 space per 150 SF = 92 spaces

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C

Date Prepared: July 17, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Land Exchange for New River Trail (78th Lane – Rose Garden Lane to Loop 101)

Purpose:

This is a request for City Council to discuss the adoption of a Resolution authorizing the exchange of land rights with private property owners (Aspera Development) to complete the New River Trail in the vicinity of the 78th Lane alignment between Rose Garden Lane and the Loop 101.

Background/Summary:

This land exchange will provide the final real estate necessary to finish this stretch of New River Trail. The Aspera Development encompasses land formerly owned by the Church of Joy. Cardon Development (Cardon) and the Church of Joy (Joy) approached the City together to propose a mutually beneficial land exchange.

The land exchange will allow Cardon to control or develop approximately 3.8 acres of land that is owned by the City but will be within the future Glendale city limits. In exchange for this, 2 smaller parcels (the Joy parcel and the Cardon parcel) totaling an area of approximately 4.6 acres will be deeded to the City. These two smaller parcels together with the recently acquired right of way from the Bureau of Reclamation will allow us to complete this reach of the New River Trail.

Final legal descriptions have been provided by Cardon for the exchange of the lands necessary to construct these improvements.

Previous Actions:

- Staff members have had ongoing meetings with Cardon and Joy to discuss the mutual benefits of this land exchange. At the request of Cardon and Joy there are also ongoing

discussions between the City of Peoria and the City of Glendale regarding realigning our City limits along this stretch of New River as we have done to the south.

Options:

A: Approve the adoption of the Resolution authorizing the exchange of land rights that will allow for the construction of this stretch of New River Trail.

B: Deny adoption of the Resolution authorizing the land exchange which will result in the trail construction project being postponed.

Staff's Recommendation:

Staff recommends that the Mayor and Council adopt the attached Resolution authorizing the exchange of the property described in the Resolution.

Fiscal Analysis:

Funding for the incidental closing costs associated with this land transfer is available in the FY2015 Capital Improvement Program. Payment will be made from the 2012 G.O. Bond Fund Land Acquisition Account 4250-4250-540000-CIPRT-EN00371.

Narrative:

The City will exchange land rights with Cardon and the Church of Joy that will be mutually beneficial to all of the parties. The City will be executing Quit Claim deeds for the land to be transferred to the parties. These deeds will be held until we have received executed deeds from Cardon and Joy.

Exhibit(s):

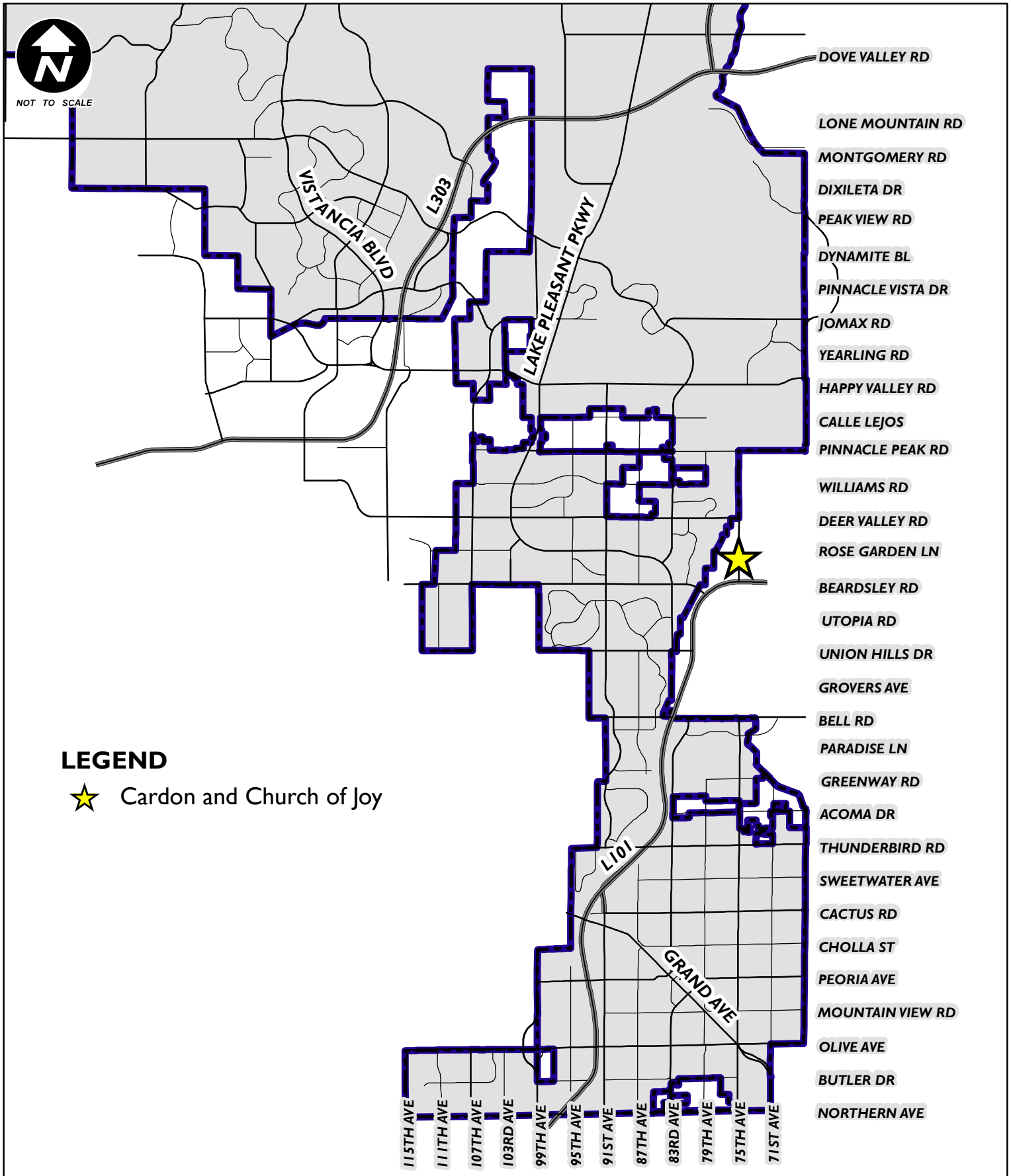
Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Resolution

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

City of Peoria
ENGINEERING

Aspera Parcel Transfer Exhibit

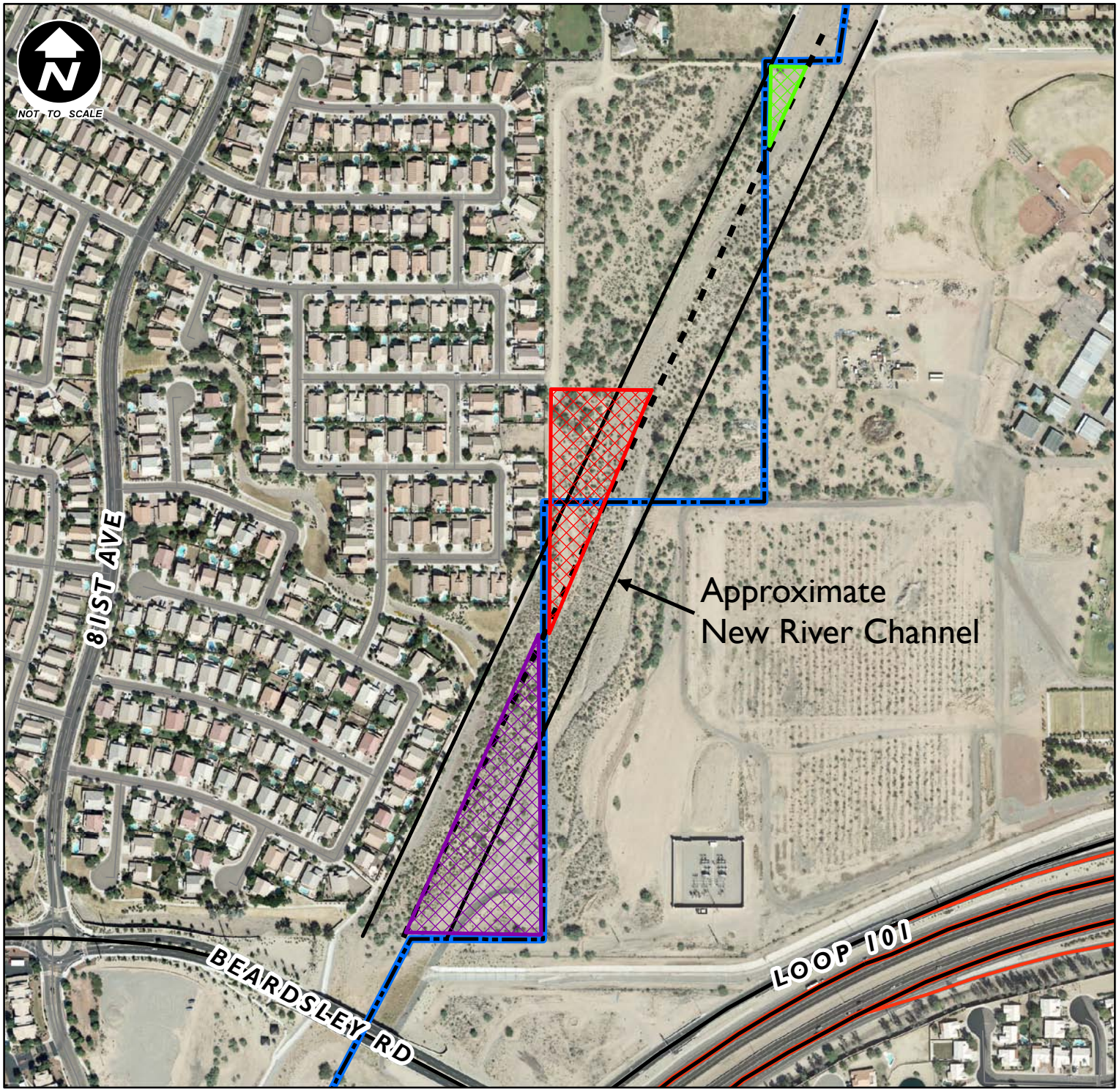
Vicinity Map



City of Peoria
ENGINEERING

Aspera Parcel Transfer Exhibit

Location Map



LEGEND

- Peoria Transfer to Cardon
- Cardon Transfer to Peoria
- Joy Transfer to Peoria
- Existing City Limits
- Centerline of River (Ultimate City Limits)

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Angela\Maps by William\DeerValleyRd_SouthwestGasEasement_LocationMap.mxd ENG WRB 2014-03-10

RESOLUTION NO. 2014-124

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE EXCHANGE OF REAL PROPERTY NECESSARY FOR THE CONSTRUCTION OF A PORTION OF THE NEW RIVER TRAIL IN THE VICINITY OF THE 78TH LANE ALIGNMENT BETWEEN ROSE GARDEN LANE AND THE LOOP 101.

WHEREAS, the Church of Joy and Cardon Development, would find it mutually beneficial to exchange property rights with the City or Peoria along New River; and

WHEREAS, the City is desirous of acquiring the land proposed in the exchange for the construction of a portion of New River Trail; and

WHEREAS, pursuant to Article I, Section III of the Peoria City Charter, the City Council may acquire property within or without its corporate limits for any city purposes in fee simple or lesser interest or estate by purchase, gift, devise, lease or condemnation; and

WHEREAS, pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the exchange of real property interests as set forth herein: The land described in “Exhibits A and B” will be transferred to the City of Peoria and the land described in “Exhibit C” will be transferred to Cardon Development, and authorize the City Manager to execute any and all the documents necessary to carry out the transaction; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the acceptance of the land identified in “Exhibits A and B”, and authorize the City Manager to execute the documents necessary to carry out the transfer of the land identified in “Exhibit C”.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 27th day of August, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ATTACHMENTS:

1. Exhibit A - Description of Property – Church of Joy to City of Peoria
2. Exhibit B - Description of Property – Cardon to City of Peoria
3. Exhibit C - Description of Property – City of Peoria to Cardon

Exhibit A

Church of Joy to City of Peoria

LEGAL DESCRIPTION

TRANSFER TO PEORIA

A portion of the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at a brass cap in a handhole found at the the east quarter corner of said Section 23, from which an iron rod found at the center corner of said Section 23 bears South 89°49'57" West, 2652.94 feet;

thence along the north line of the southeast quarter of said Section 23, South 89°49'57" West, 1814.34 feet to the POINT OF BEGINNING;

thence South 23°04'54" West, 425.86 feet to a point of curvature having a radius of 5,000.00 feet;

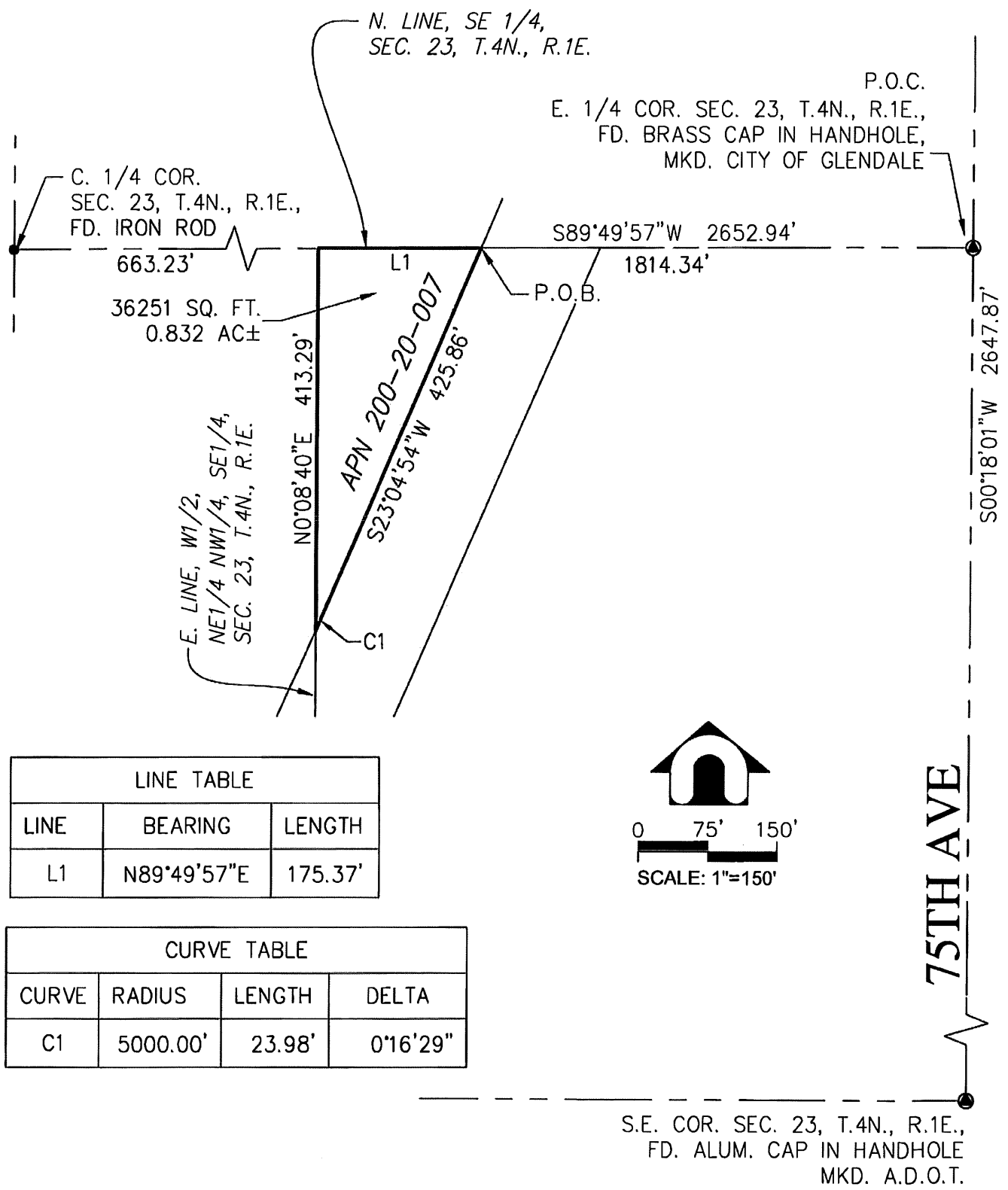
thence 23.98 feet along the arc of said curve, concave northwest, through a central angle of 00°16'29" to a point on the east line of the west half of the northeast quarter of the northwest quarter of the southeast quarter of said section 23;

thence, along said east line, North 00°08'40" East, 413.29 feet to the north line of the southeast quarter of said Section 23;

thence, along said north line, North 89°49'57" East, 175.37 feet to the POINT OF BEGINNING.

Said parcel containing 36,251 square feet or 0.832 acres, more or less.

[redacted]



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°49'57"E	175.37'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	5000.00'	23.98'	0°16'29"

DATE: 4/2014

SCALE: 1"=150'

SHEET 1 OF 1

DAVID EVANS AND ASSOCIATES INC.
4600 East Washington Street, Suite 430
Phoenix Arizona 85034
Phone: 602.678.5151

Exhibit B

Cardon to City of Peoria

LEGAL DESCRIPTION
TRANSFER TO PEORIA

A portion of the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at a brass cap found at the south quarter corner of said Section 23 from which an iron rod found at the center corner of said Section 23 bears North 00°05'31" East, 2635.43 feet;

thence, along the west line of the southeast quarter of said Section 23, North 00°05'31" East, 817.64 feet to the POINT OF BEGINNING;

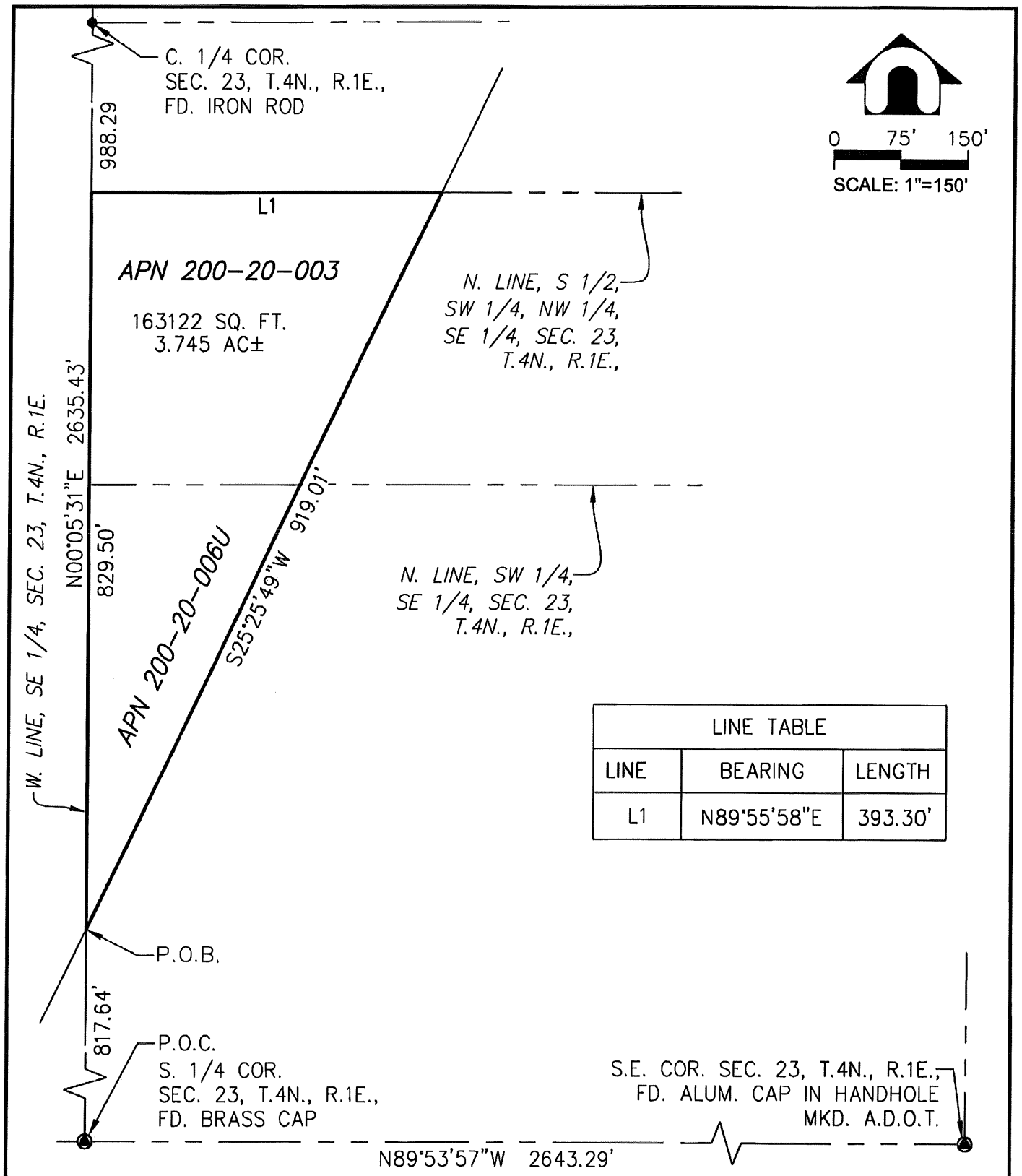
thence, continuing along said west line, North 00°05'31" East, 829.50 feet to the north line of the south half of the southwest quarter of the northwest quarter of the southeast quarter of said Section 23;

thence, along said north line, North 89°55'58" East, 393.30 feet;

thence South 25°25'49" West, 919.01 feet to the POINT OF BEGINNING.

Said parcel containing 163,122 square feet or 3.745 acres, more or less.

[redacted]



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°55'58"E	393.30'

DATE: 4/2014

SCALE: 1"=150'	**TRANSFER TO PEORIA** **CDG JOY** **GLENDALE, ARIZONA**	**DAVID EVANS AND ASSOCIATES INC.** 4600 East Washington Street, Suite 430 Phoenix Arizona 85034 Phone: 602.678.5151
SHEET 1 OF 1		

Exhibit C

City of Peoria to Cardon

LEGAL DESCRIPTION
PEORIA TRANSFER TO CDG ASPERA

A portion of the southwest quarter of Section 23, Township 1 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

BEGINNING at a brass cap found at the south quarter corner of said Section 23 from which a brass cap in handhole found at the southwest corner of said Section 23 bears North 89°54'22" West, 2643.47 feet;

thence, along the south line of the southwest quarter of said Section 23, North 89°54'22" West, 417.59 feet;

thence North 27°32'27" East, 654.69 feet to a point of curvature having a radius of 5,000.00 feet;

thence 184.18 feet along the arc of said curve concave northwest, through a central angle of 02°06'38";

thence North 25°25'49" East, 79.30 feet to the east line of the southwest quarter of said Section 23;

thence, along said east line, South 00°05'31" West, 817.64 feet to the POINT OF BEGINNING.

Said parcel containing 168,414 square feet or 3.866 acres, more or less.

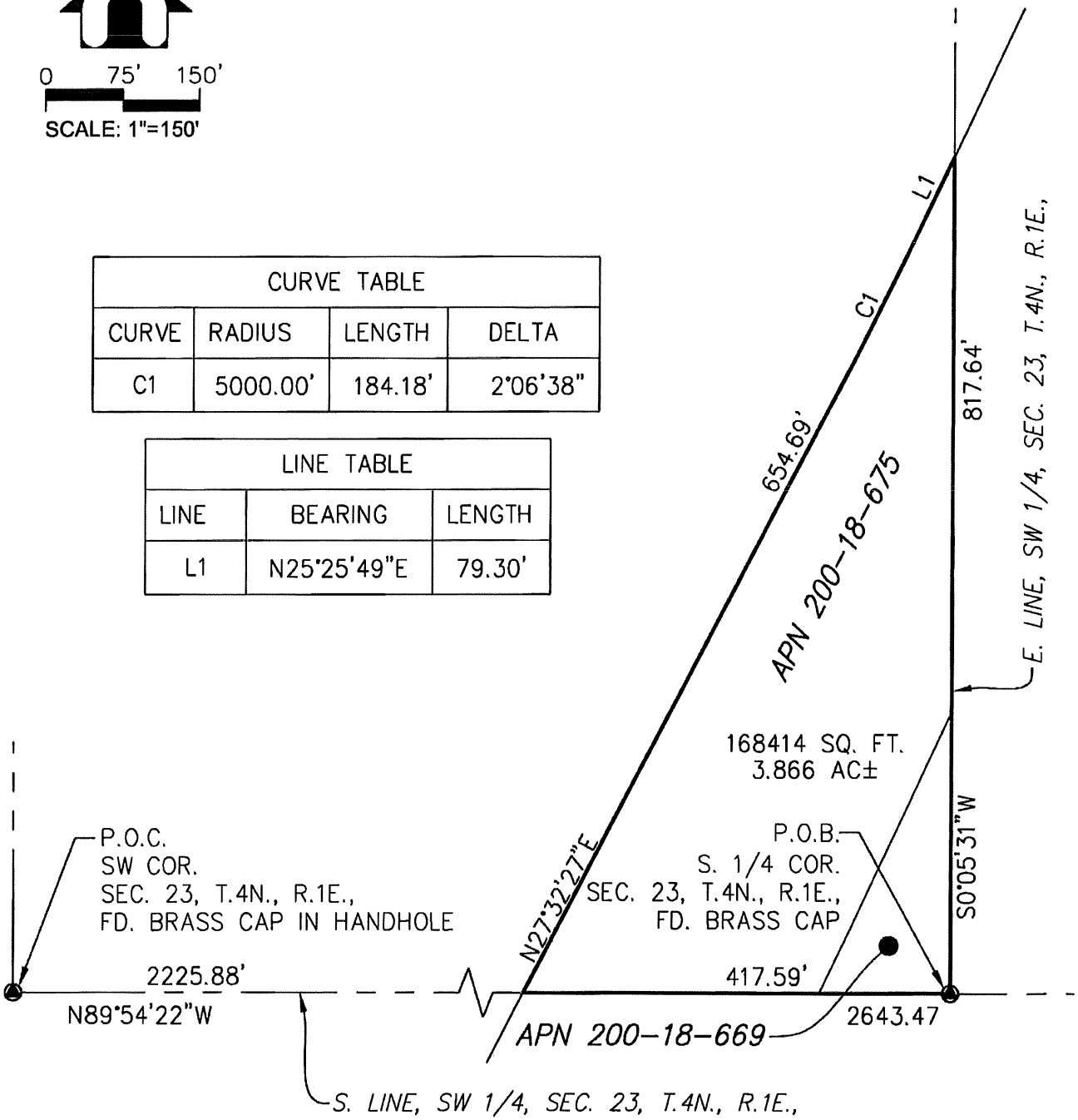
[redacted]

0 75' 150'

SCALE: 1"=150'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	5000.00'	184.18'	2°06'38"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°25'49"E	79.30'



DATE: 4/2014

SCALE: 1"=150'	PEORIA TRANSFER TO CDG ASPERA GLENDALE, ARIZONA	DAVID EVANS AND ASSOCIATES INC. 4600 East Washington Street, Suite 430 Phoenix Arizona 85034 Phone: 602.678.5151
SHEET 1 OF 1		

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C

Date Prepared: July 30, 2014 **Council Meeting Date:** August 27, 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 between the City of Phoenix and the City of Peoria**

Purpose:
This is a request for City Council to authorize the acceptance of an Intergovernmental Agreement (IGA) between the City of Phoenix (Phoenix) and the City of Peoria (Peoria) for use of the Phoenix Police Department's Records Management System (RMS) through the web-based solution "RMS Explorer"

Background/Summary:
The purpose of this agreement is to share law enforcement information with the intent of enhancing the public safety, health and welfare. Phoenix Police Department will grant Peoria Police Department use of their RMS system by means of a web-based solution known as "RMS Explorer." The agreement is intended to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and to improve officer/public safety. This agreement shall be effective for a term of ten (10) years unless terminated sooner.

Having access to Phoenix Police RMS information will be essential in analyzing, identifying, and forecasting crime in Peoria. It is expected "RMS Explorer" will be a valuable tool to be utilized by multiple agencies in Arizona to assist in their criminal justice needs.

Previous Actions:
No previous action as this is a new IGA.

Options:

A: Approve the acceptance of an Intergovernmental Agreement with the City of Phoenix

B: Choose not to participate in this agreement with the City of Phoenix

Staff's Recommendation:

Accept the Intergovernmental Agreement between the City of Peoria and the City of Phoenix

Fiscal Analysis:
There is no fiscal impact.

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

Exhibit 1: IGA with City of Peoria and City of Phoenix

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

138710--0

Phoenix Police Department
Intergovernmental Agreement

This intergovernmental agreement ("Agreement") is made and entered into, this 27th day of July 2014, (the "Effective Date") by and between Peoria Police Department (hereinafter referred to as the "Participating Agency") and the City of Phoenix ("City"), a municipal corporation duly organized and existing under the laws of the State of Arizona, and its Police Department (hereinafter referred to as "PPD").

WHEREAS, the parties desire to enter into this Agreement on behalf of their respective law enforcement agencies to share law enforcement information for the purpose of enhancing the public safety, health, and welfare; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 13-3872 and Title 11, Chapter 7, Article 3, Arizona Revised Statutes as authorized by their legislative or other governing bodies, and, for the City and Participating Agency individually, pursuant to Chapter 2, Section 2(i), of the Charter of the City of Phoenix.

NOW, THEREFORE, the parties do hereby agree as follows:

I. Purpose

This Agreement sets forth the conditions governing the Participating Agency's use of the PPD Records Management System (RMS), Intergraph's *InPursuit*, (access is to certain aspects of the RMS through web based solution known as "RMS Explorer"). This Agreement is intended to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer/public safety.

The Participating Agency agrees to abide by all rules, regulations and/or statutes and laws governing participation and use of criminal justice information, including but not limited to criminal history record information, received and disseminated from the PPD RMS.

II. Method of Execution

This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

III. Effective Date/Duration

This Agreement will commence upon the Effective Date and continue in force for ten (10) years. The Participating Agency may terminate this Agreement by providing sixty (60) days' prior written notice to the other party of its intent to terminate the other party's access to its records through the methods provided in this Agreement.

The PPD may terminate the Agreement without providing notice at any time for good cause, such as misuse or abuse of the RMS system. Otherwise, PPD may terminate this Agreement without cause upon providing sixty (60) days' prior written notice to the Participating Agency.

IV. Notice

Any notice required or given pursuant to the Agreement shall be in writing and either delivered in person, deposited in the U.S. Mail, sent by transmission facsimile or deposited with any express mail (overnight) service addressed as follows. Notice will be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the third day after it is deposited in the U.S. Mail, or on the second day after its deposit with any express mail (overnight) service. Any time period stated on a notice will be computed from the time the notice is deemed received. Notices sent by facsimile transmittal shall also be sent by regular mail to the recipient. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

To City:

Lt. Mark Tallman, SSO
R & I /Central Booking Bureau
Phoenix Police Department
620 W. Washington Street
Phoenix, Arizona 85003

To Participating Agency:

Angie Reimer, Support Services Division
Peoria Police Department
8351 W Cinnabar Avenue
Peoria, AZ 85345

V. Indemnification

The Participating Agency agrees to indemnify, defend and hold harmless the City of Phoenix, PPD, and any of its employees or officials from, and against any and all claims, demands, actions, suits and proceedings of any kind or nature including, but not limited to, claims arising out of false arrest or imprisonment, resulting from or involving any acts by or on the part of the Participating Agency in the exercise of this Agreement.

VI. Financial Considerations

The Participating Agency is responsible for sharing the cost of licensing and maintaining the necessary hardware and licensed software to RMS. The cost per user for access using RMS Explorer will be determined through a separate cost agreement. PPD will invoice agencies annually based on number of user accounts assigned to a Participating Agency. Upon any termination of this Agreement, the Participating Agency shall retain ownership of all equipment and other personal property Participating Agency acquired to access RMS, except any equipment and/or property Participating Agency acquired from City or PPD shall be returned to City or PPD.

VII. Security

The Participating Agency agrees to:

A. Conduct thorough background screening of personnel. State and national Criminal History Record Information fingerprint identification checks must be conducted for all Participating Agency RMS users.

B. Abide by all Arizona Criminal Justice Information System (ACJIS) and National Crime Information Center (NCIC) security requirements as published by the Arizona Department of Public Safety (DPS).

C. Be responsible for the physical security of all computerized equipment used to access the PPD RMS system.

   1) Ensure the access location is under the direct control and supervision of authorized personnel.

   2) Ensure the access location is inaccessible to the public or persons not qualified to operate, view or possess PPD RMS system information.

D. Cooperate with the PPD in any investigation into allegations of misuse of data contained in or utilized by the system.

E. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating the local policies and procedures and/or the PPD RMS system policies and procedures.

VIII. Information Ownership, Release, and Accuracy

A. Participating Agency and PPD retain ownership and control of all of the information that they provide through the system at all times. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the agency that respectively owns and/or controls the information.

B. Participating Agency and PPD acknowledge that the law enforcement data maintained in RMS consists of information that may or may not be accurate. Participating Agency and PPD do not warrant the accuracy of any of the information contained in RMS.

IX. Limitation of Liability

A. For the purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Agreement for mutual aid in law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required. Further, the personnel of either party to this Agreement will not for any purpose be considered employees or agents of the other party and each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits.

B. Except for the purposes of workers' compensation as noted in Paragraph IX(A), herein, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorneys' fees) resulting from personal injury to any person, or damage to any property arising out of that party's own employee's performance under this Agreement. Each party shall have the right of contribution against the other parties with respect to tort liability judgments should both parties under this Agreement be found liable. This right of contribution shall not apply to any settlement or demand and each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this Agreement. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this Agreement liability insurance. The parties may fulfill their obligations by programs of self-insurance.

C. Each party agrees to be solely responsible for any expense resulting from industrial insurance claims made by that party's employees incurred as a result of operations under this Agreement.

X. Dissemination Restrictions

Personal use of any data provided through the PPD RMS system is strictly prohibited. The sale of any information obtained from RMS to any individuals, organization, government agency or corporation is strictly prohibited. The dissemination of any information obtained from PACE to any individual or organization that is not legally authorized to have access to the information is strictly prohibited.

XI. Suspension of Services

PPD reserves the right to immediately and unilaterally suspend the Participating Agency's access to the PPD RMS system when any terms of this Agreement are violated or, in the opinion of PPD, appear to have been violated. Such a suspended service shall only be resumed upon such terms and conditions as the PPD shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary by PPD.

XII. Responsibilities

A. The Participating Agency agrees to:

1. Query, access and use all information accessible in the PPD RMS system in strict compliance with Federal and State laws and regulations.

2. Maintain a log of all queries into the RMS system. This log shall include the name of the person who queried the system, the purpose of the query, the PPD Department Report number and the date of the query.

B. The City of Phoenix Police Department agrees to:

1. Make available to the Participating Agency electronic access for the retrieval of information to be accessed by the Participating Agency for law enforcement purposes.

2. Provide training, system documentation, updates and other materials necessary to ensure the Participating Agency's ability to effectively utilize the PPD RMS system.

3. Authorize appropriate RMS access to authorized users at the Participating Agency.

XIII. Training

The Participating Agency is responsible for ensuring any person who accesses the PPD RMS system is trained and certified for the functions that person is authorized to perform.

XIV. E-Verify and Scrutinized Business Operations

A. To the extent applicable under A.R.S. § 41-4401, each party and its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). A breach of the above-mentioned warranty by any party or its subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor employees that use the criminal justice information resulting through the participation in this Agreement to ensure that the other party or its subcontractors are complying with the above-mentioned warranty.

XV. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Participating Agency and PPD.

XVI. Cancellation

In addition to the other provisions in this Agreement prescribing cancellation or termination, the parties understand and acknowledge that either party may cancel this Agreement pursuant to A.R.S. § 38-511, Arizona Revised Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF the parties have executed the Agreement between Participating Agency and the City of Phoenix as of the date first written above.

City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona
Ed Zuercher, City Manager

By: [redacted]
Daniel V. Garcia, Chief of Police

Participating Agency

By: _____

The attorneys undersigned have determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to their respective public agencies, in accordance with A.R.S. § 11-952(d).

By: [redacted]
Acting City Attorney

By: _____
Attorney for Peoria Police Department

Attest: [redacted]

By: [redacted]
City Clerk

Attest:

By: _____
City Clerk

CITY CLERK DEPT.
2014 JUN 13 PM 3:55

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C

Date Prepared: August 13, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Renewal of an Intergovernmental Agreement between the United States Department of Justice, Drug Enforcement Administration and the City of Peoria Police Department

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Purpose:

This is a request for City Council to authorize the renewal of an Intergovernmental Agreement (IGA) with the United States Department of Justice, Drug Enforcement Administration (DEA) in order to continue the fight against illegal drugs in Arizona.

Background/Summary:

The goal of the DEA Task Force is to disrupt illicit drug traffic in Arizona by immobilizing targeted violators, dismantling organizations involved in the trafficking of narcotics, and conducting undercover operations and investigations. As a participant in this partnership, the City of Peoria Police Department will assign an experienced officer to the DEA Task Force for a period of not less than two years.

The officer assigned to the task force will receive specialized training and equipment to address the trafficking of controlled substances. To support the goals of the DEA Task Force, the DEA will reimburse overtime expenses in an amount not to exceed $17,374.25 per year for the officer assigned to the task force.

The Peoria Police Department is committed to the pursuit and prosecution of offenders involved in illicit drug trafficking. By collaborating with this multi-agency team, our efforts will result in the prosecution of offenders in the courts of Arizona and the United States.

Previous Actions:

City Council has previously approved the attached agreement. This will be the eleventh year that the Peoria Police Department has partnered with the DEA.

Options:

A: Approve the renewal of the Intergovernmental Agreement with the DEA, assign an officer to the DEA Task Force, and approve a budget amendment in the amount of $17,374.25 from the Proposed Grants Contingency Account (7990-7990-570000) to the Federal DEA IGA Fund Account for overtime (7525-7775-510200).

B: Choose not to participate in this agreement with the DEA.

Staff's Recommendation:

Renew the Intergovernmental Agreement between the Peoria Police Department and the Drug Enforcement Administration and assign an officer to the DEA Task Force for a period of not less than two years, and approve a budget amendment in the amount of $17,374.25 from the Proposed Grants Contingency Account (7990-7990-570000) to the Federal DEA IGA Fund Account for overtime (7525-7775-510200) to provide expenditure authority.

Fiscal Analysis:

Request a budget adjustment in the amount of $17,374.25 from the Proposed Grants Contingency Account (7990-7990-570000) to the Federal DEA IGA Fund Account (7525-7775-510200), thus providing expenditure authority.

The DEA will provide reimbursement for overtime expenses resulting from the officer's participation on the DEA Task Force. Overtime reimbursement will not exceed $17,374.25.

Narrative:

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

Exhibit 1: DEA Task Force Agreement

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

PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
PEORIA POLICE DEPARTMENT

This agreement is made this 30th day of September, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Peoria Police Department (hereinafter "PPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

2. To accomplish the objectives of the DEA Phoenix Task Force, the PPD agrees to detail one (1) experienced Officer to the DEA Phoenix Task Force for a period of not less than two years. During this period of assignment, the PPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The PPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The PPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force, the PPD agrees to detail one (1) experienced Officer to the DEA Phoenix Task Force. DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and PPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Phoenix Task Force, the PPD will remain responsible for establishing the salary and benefits, including overtime, of the PPD Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the PPD for overtime payments made by it to the PPD Officer assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently $17,374.25), per officer. ***"Note: Task Force Officer Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the PPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The PPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The PPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The PPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.

10. The PPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The PPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The PPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the PPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the PPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2015. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by PPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____

Douglas W. Coleman
Special Agent in Charge

For the Peoria Police Department:

_____ Date _____

Roy W. Minter
Chief of Police

Attachments

_____ Date _____
Peoria City Mayor

_____ Date _____
Peoria City Manager

ATTEST:

_____ Date _____
Peoria City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Peoria City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C

Date Prepared: August 5, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Library System - State Grants in Aid – Non Fiction Material

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Purpose:

This is a request for City Council to accept a grant in the amount of $8,041 to update and expand the non-fiction collection at the library to benefit the youth and adults of the community. Since the collection now floats between both libraries, all library cardholders will benefit. Additionally, this request is to authorize the appropriate budget amendment.

Background/Summary:

The state grants-in-aid program was developed in 1981 through legislative appropriations to help Arizona libraries meet the information needs for Arizona residents.

County library districts and the eight cities with populations of 100,000 or more in Arizona qualify for an annual award from the state library system.

The grants are used to improve library collections, provide education and training opportunities, improve programming for children and adults, and to acquire computers and automation of library procedures. The state grants-in-aid are used specifically to help meet the information needs of Arizona residents. Information about these awards is sent directly to eligible libraries.

The current non-fiction collection at both libraries is aging. With the opening of the new Sunset Heights Elementary School next to the Sunrise Mountain Library, the demand for current non-fiction material is predicted to increase. The focus on material purchased will be primarily from the fourth grade through eighth grade. The grant funds, along with an equal number of matching funds, will be used to purchase both juvenile and adult non-fiction.

Previous Actions:

There has been no previous action on this item.

Options:

A: The Council can accept the approved grant.

B: Should Council elect not to accept, the grant funds would likely be allotted to a different agency within the state.

C: Council can request additional information from staff.

Staff's Recommendation:

Recommend action to: a) accept the State Grant in Aid Grant; and b) and approve a budget transfer from the Proposed Grant contingency account to the books, periodicals and subscription account in the amount of $8,041.

Fiscal Analysis:

The equal match requirement is available in the current operating budget. Staff requests a budget amendment in the amount of $8,041 from Proposed Grant Contingency account 7990-7990-570000 to the books, periodicals and subscription program account 1000-1540-530002 to authorize the use of the funds.

Narrative:

If approved, staff will process the appropriation and purchase the appropriate materials.

Exhibit 1: Letter of Appropriation

Contact Name and Number: Mary Roberts, Library Manager 773-7557

ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS

A DIVISION OF THE ARIZONA SECRETARY OF STATE

PROVIDING ACCESS
Preserving Arizona
Arizona State Library, Archives and Public Records

LIBRARY DEVELOPMENT

HOLLY HENLEY
Director

August 1, 2014

Mary Roberts, Library Manager
Peoria Public Library
8463 W. Monroe St.
Peoria, AZ 85345

Dear Mary,

The City of Peoria has been designated to receive $8,041 to assist libraries in the 2015 fiscal year (7-1-14 through 6-30-15). The State Legislature appropriated this funding in general State Grants-in-Aid for this fiscal year. You'll find more information about the program at: http://www.azlibrary.gov/libdev/funding/sgia.

To receive these funds, submit an online application at http://apps.azlibrary.gov/alts/Login.aspx. Follow these steps:

1. Login using your e-mail address and password. Unless you have previously established a password, your password has been set to the name of your county or city.
2. Select "Grant" in the right-hand menu. Click "Create a New Grant Application" and begin a new SGIA grant. You will assign a password just for this grant, which will allow other staff members from your library to access the grant if you share the password. You will also need this password to complete your final report next year. Print the cover sheet, narrative and certification, sign and mail to me.

The State Library monitors compliance of State Grants-in-Aid recipients, based on the regulations you will find at the program website. A final report is due by July 31, 2015, which will be completed online. The 2014 SGIA report, which was due July 31, 2014, should also be completed online. To do so, go back to your 2014 online application, and select "Final Report." Enter your report there, and then mail a copy of the final report and signed certification to:

Jaime Ball, Grants Administrator
Arizona State Library, Archives & Public Records
1101 W. Washington St.
Phoenix, AZ 85007.

Please contact me at jball@azlibrary.gov or 602-926-3365 if you have questions.

Cordially,

[redacted]

Jaime Ball
Library Development

CARNEGIE CENTER
1101 West Washington St • Phoenix, Arizona 85007 • Home Page: http://www.azlibrary.gov/extension/
Phone: (602) 926-3604 • FAX: (602) 256-7995 • E-Mail: ldd@azlibrary.gov

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15C

Date Prepared: July 31, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Peoria Unified School District 21st Century Grant Collaboration

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Purpose:

This is a request for City Council to authorize a budget transfer in the amount of $89,073 to the AM/PM Before and After School Program division to offer educational and recreational opportunities at three schools through a grant received by Peoria Unified School District (PUSD).

Background/Summary:

Peoria Unified School District applied for a grant through the 21st Century Community Learning Centers Program to create community learning centers that provide educational and recreational enrichment opportunities for their students, during non-school hours at low-performing schools. They requested that City of Peoria staff collaborate with PUSD to offer these opportunities after school.

Three PUSD schools received grant funding for FY2015: Santa Fe Elementary, Ira Murphy Elementary and Alta Loma Elementary. City staff will be responsible for providing a component of the learning centers at these three schools that will include recreational and enrichment offerings. These offerings will include such classes as Young Rembrandts Drawing Program, Beginning Edge Sports Skills, Stepping out Dance, STEM Lego Engineering, Zumba, Anti Bullying, Green crafts, First Aid and more. These classes will be offered after school for several sessions throughout the school year, and potentially with multiple classes offered each session. The specifics of the arrangement depend on each elementary school.

PUSD will reimburse the City of Peoria for the costs associated with offering the recreational enrichment portion of the program. These costs will include supplies, staff and instructor costs, and transportation if needed. The grant funding for the programs is available for five years, although in the outlying years, the funding received begins to decrease. During the later years of the program, classes offered will slowly decrease in line with the funding decrease.

Previous Actions:

There has been no previous Council action on this item.

Options:

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

A. Approve a budget transfer to offer afterschool enrichment opportunities in collaboration with Peoria Unified School District in support of the 21st Century Community Learning Centers Program.

B. Deny the budget transfer to the AM/PM Program, and thus deny the collaboration with PUSD for fulfillment of the 21st Century Community Learning Centers Program.

Staff's Recommendation:

Staff recommends that City Council approve the budget transfer since collaborating with a community partner such as the Peoria Unified School District in support of educational and recreational enrichment opportunities for children is a positive offering to the community.

Fiscal Analysis:

A budget adjustment in the amount of $89,073 is requested from the Proposed Grants Fund Contingency Account (7990-7990-570000) to the following accounts in the AM/PM Program:

Wages – Part Time	1000-1420-510100	$11,264
Recreation Programs	1000-1420-522004	$69,900
Motor Vehicle Lease/Rental	1000-1420-524505	$2,340
Recreation Supplies	1000-1420-533001	$5,569

Reimbursement for the total budget adjustment requested will be received directly from Peoria Unified School District on a bi-annual basis.

Exhibit(s): None

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C

Date Prepared: July 30, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

FROM: Brent D. Mattingly, Chief Financial Officer

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Investment Report for the Year Ended June 30, 2014

Purpose:

This is a request for City Council to review and accept the Investment Report for the Year Ended June 30, 2014.

Background/Summary:

The Finance Department has prepared an annual report in compliance with Peoria's adopted Investment Policy. The City's total investment portfolio earned an average yield of 0.34% for both the 4th quarter and the year. This represents investment income of $941,280 for the fiscal year and $236,878 for the 4th quarter and an ending balance for the total investment portfolio of $295,037,338.

Previous Actions:

There are no previous actions for this item.

Options:

Council may select the following options:

A: Accept the Quarterly Investment Report as presented

B: Not accept the Quarterly Investment Report and request additional information from staff

Staff's Recommendation:

Discussion and possible action to review and accept the Investment Report as presented.

Fiscal Analysis:

This item has no financial implications.

Narrative:

The quarterly investment report provides comparative investment yields, portfolio composition, average maturity lengths, comparisons of market value and book value, and a brief summary of the economy. An Inventory Holdings Report, which itemizes each security in the City's investment portfolio by fund, security type, and cusip number has been included as Exhibit 2. A brief glossary of security definitions has also been included as Exhibit 3.

Exhibit(s):

Exhibit 1: Quarterly Investment Report

Exhibit 2: Inventory Holdings Report

Exhibit 3: Glossary of Security Definitions

Contact:

Paula Keto, Senior Accountant X7153

CITY OF PEORIA, ARIZONA

INVESTMENT PERFORMANCE REPORT

Annual Report
Period Ended June 30, 2014

Brent D. Mattingly, Chief Financial Officer

TABLE OF CONTENTS

Section	Description	Page
I.	INTRODUCTION	2
II.	INVESTMENT PORTFOLIO STRUCTURE	2
III.	INVESTMENT POLICY COMPLIANCE	3
IV.	INVESTMENT PERFORMANCE	3
	A. Portfolio Composition	3
	B. Invested Cash Balances	3
	C. Investment Income	4
	D. Comparative Investment Yields	4
	E. Average Maturity of the Portfolio	4
	F. Comparison of Market Value and Book Value	4
V.	ECONOMIC REVIEW	5
VI.	SUMMARY DATA	6

I. INTRODUCTION

This report reflects investment activity for the city's investment management program. The City Council's approved Investment and Portfolio Policies requires that the investment program meet the following criteria (in order of importance):

Safety - *Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.*

Liquidity - *The investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements.*

Yield - *The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, while taking into account the city's strict risk constraints.*

In keeping with the policy, funds are invested in allowable, safe securities structured to assure safety and liquidity. Short-term needs (6 months or less) are met by short-term investments. Funds not required to meet short-term needs are invested in longer term securities. Only after the safety and liquidity requirements are met does the city consider interest earnings (yield). The weighted average annualized yield on investments was as follows:

Table 1

AVERAGE ANNUALIZED INVESTMENT YIELD					
	FY 14 Q1	**FY 14 Q2**	**FY 14 Q3**	**FY 14 Q4**	**Year Ended 6/30/14**
General Portfolio	**0.34**	**0.36**	**0.36**	**0.37**	**0.36**
Bond Funds	**0.17**	**0.14**	**0.07**	**0.06**	**0.11**
Benefits Funds	**0.00**	**0.07**	**0.10**	**0.10**	**0.09**
Total Portfolio	**0.33**	**0.34**	**0.34**	**0.34**	**0.34**

II. INVESTMENT PORTFOLIO STRUCTURE

The overall portfolio is identified by the type of funds in accordance with the investment policy. The general operating funds are composed of all funds of the city with the exception of restricted capital project funds containing bond proceeds and escrow funds. The interest from the operating portfolio is allocated pro rata to each fund making up the portfolio. Capital project funds are segregated in order to meet all federal tax requirements and to facilitate required arbitrage calculations.

III. INVESTMENT POLICY COMPLIANCE

The city's Investment Policy, as approved by City Council, applies to the financial assets and funds held by the City of Peoria. All investments follow the provisions established in that Policy.

IV. INVESTMENT PERFORMANCE

A. Portfolio Composition. The investment policy requires diversification by security type and institution in order to minimize market volatility risk and credit risk. The Policy establishes maximum investment levels by market sector to insure diversification. Diversification is further accomplished through the laddering of maturities to meet cash flow needs. The table below illustrates the diversification structured into the portfolio composition with dollar amounts and percentages by investment type.

Table 2

TOTAL PORTFOLIO COMPOSITION (In Millions of Dollars)								
Security Type	**FY 14 – Q1**		**FY 14 – Q2**		**FY 14 – Q3**		**FY 14 – Q4**	
	Amt	**%**	**Amt**	**%**	**Amt**	**%**	**Amt**	**%**
Money Market	**39.3**	**13.1**	**37.4**	**13.2**	**28.7**	**9.7**	**41.8**	**14.1**
Agency Securities	**153.1**	**50.9**	**142.6**	**50.1**	**159.0**	**53.9**	**145.1**	**49.2**
Treasury Bills	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Treasury Notes	**28.1**	**9.3**	**30.2**	**10.6**	**28.6**	**9.7**	**28.5**	**9.6**
Commercial Paper	**79.9**	**26.6**	**74.5**	**26.1**	**78.4**	**26.6**	**75.5**	**25.6**
Repurchase Agreements	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
State Pool	**0.3**	**0.1**	**0.1**	**0.0**	**0.3**	**0.1**	**4.1**	**1.5**
TOTALS:	**300.7**	**100.0**	**284.8**	**100.0**	**295.0**	**100.0**	**295.0**	**100.0**

B. Invested Cash Balances. Fluctuations in the quarterly balances represent normal cash flows throughout the fiscal year, the expenditure of bond funds, and the occasional addition of new bond proceeds.

C. Investment Income. Investment income was $236,878 for the quarter and $941,280 for the year.

D. Comparative Investment Yields. Since the Investment Policy restricts investment primarily to the U.S. fixed income and money markets, the portfolio performance is measured against these markets.

Table 3

COMPARATIVE ANNUALIZED INVESTMENT YIELDS				
	FY 14 Q1	**FY 14 Q2**	**FY 14 Q3**	**FY 14 Q4**
City of Peoria (General Portfolio)	**0.34**	**0.36**	**0.36**	**0.37**
Money Market Funds	**0.01**	**0.01**	**0.01**	**0.01**
3 Month T-Bill	**0.03**	**0.05**	**0.04**	**0.03**
6 Month T- Bill	**0.06**	**0.08**	**0.07**	**0.05**
1 Year T-Bill	**0.11**	**0.12**	**0.11**	**0.09**
2 Year Treasury	**0.36**	**0.32**	**0.36**	**0.41**

E. Average Maturity of the Portfolio. The average maturity of the portfolio was 346 and 349 days for the quarter and year, respectively, which is in compliance with the Investment Policy.

F. Comparison of Market Value and Book Value. The book value of the portfolio is captured on an amortized cost basis using straight-line amortization of premiums and discounts. The market value reflects the market price at which these securities could be sold in the open market. Gains and losses are typically not actually realized since most securities are held until maturity. Market and book values for the quarter are shown below.

Beginning Book Value $294,996,183
Beginning Market Value $294,768,525

Ending Book Value $295,037,338
Ending Market Value $294,978,236

V. ECONOMIC REVIEW AS OF 06-30-14:

Gross Domestic Product (GDP) The year began with an abysmal showing as the U.S. economy actually contracted by -2.1% in the chilly first quarter of 2014. The second quarter told a different story as GDP rebounded to +4.0% annualized growth in the preliminary reading. Positive contributions were made during the spring in housing, equipment spending, and business inventories, which actually added 1.7 percentage points to the overall number. For the first two quarters of 2014, the U.S. economy has now grown at roughly a +1.0% pace. The historical average is +3.2%. To reach this level, GDP would have to increase by +5.4% in the final two quarters of the year, which isn't likely to happen, especially if inventory accumulation slows after the huge Q2 build-up. The median forecast for the next four quarters is +3.0%, an encouraging, if unspectacular number.

Nonfarm Payrolls: Employment conditions have improved nicely in recent months. In May, the total number of jobs created during the five-year expansion finally exceeded the total jobs lost during the "Great Recession." Unfortunately, the quality and pay grade of the new positions has been substantially lower. Nonfarm payrolls rose by 288k in June, and increased by a total of 816k in the second quarter. The unemployment rate reached a 5½-year low of 6.1% in June. Just a year ago, unemployment stood at 7.5%. During the same period, the broader U6 "underemployment rate" has dropped from 14.2% to 12.1%, the lowest since November 2008 and a substantial decline from the 17.2% peak in April 2010. There are now just 9.5 million Americans actively seeking work, although the number of underemployed, diverted and discouraged workers probably doubles this number.

Housing: Higher mortgage lending rates, along with higher home prices are clearly having a negative effect on home sales. Existing home sales rose by 2.6% in June to a 5.04mm annual pace, but on a year-over-year basis, sales of existing homes were down 2.3%, the eighth consecutive month of decline. By contrast, new home sales dropped 8.1% in June to a 406k annual pace, but the bigger surprise in the report was a puzzling 12.3% downward revision to the previous month. March and April were also revised lower for a total rewrite of -86k. On a year-over-year basis, new home sales are now down 19.4%, while the supply sits at 5.8 months, the highest in 2½ years. Prices are still rising, but not as quickly. The median price for an existing home in June was $223,300, up 4.3% from a year ago. By contrast, the median price for a new home was $273,500, up 5.3% year-over-year.

Retail Sales: Following brisk spending in the early spring, consumer purchases have slowed. Retail sales rose by just +0.2% in June. Fortunately, the underlying details were better than the headline suggested as both April and May were revised higher (April from +0.5% to +0.6% and May from +0.3% to +0.5%), while the retail sales "control group," which strips out the volatile categories of automobiles, gasoline and building materials, and feeds into the GDP calculation, advanced by a heathier 0.65%. In contrast to lackluster overall retail sales, U.S. auto sales have been quite robust. Annualized sales rose 1.2% to a seasonally-adjusted annual rate of 16.7 million in June, the strongest sales pace in nearly eight years. Consumer confidence rose to a new post-recession high of 85.2 in June, suggesting spending could accelerate in future months.

- Scott McIntyre, First Southwest Asset Management

VI. SUMMARY DATA

Table 4

PORTFOLIO COMPOSITION General Funds				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$31,704,897	$26,223,262	$15,579,246	$30,452,427
Agency Securities	$150,623,080	$140,144,047	$156,512,408	$145,184,398
Treasury Notes	$26,057,413	$28,242,956	$28,594,725	$28,497,911
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$71,439,165	$64,962,440	$73,940,756	$69,968,865
Repurchase Agreements	$0	$0	$0	$0
State Pool	$273,633	$80,971	$252,235	$4,121,782
Totals:	**$280,098,188**	**$259,653,676**	**$274,879,370**	**$278,225,383**
Avg Yield	0.34	0.36	0.36	0.37
Avg Maturity (Years)	1.01	1.03	1.04	1.00
State Pool Yield	0.04	0.05	0.06	0.07

Table 5

PORTFOLIO COMPOSITION G.O. Bonds 2007				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$1,666,320	$1,267,366	$1,138,404	$1,099,438
Agency Securities	$0	$0	$0	$0
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$0	$0	$0	$0
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$1,666,320**	**$1,267,366**	**$1,138,404**	**$1,099,438**
Avg Yield	0.01	0.02	0.02	0.02
Avg Maturity (Years)	0.00	0.00	0.00	0.00

Table 6

PORTFOLIO COMPOSITION G.O. Bonds 2009				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$3,367,156	$1,345,755	$2,321,249	$2,392,649
Agency Securities	$2,500,209	$2,500,116	$2,500,023	$0
Treasury Notes	$2,010,247	$2,002,520	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$4,497,330	$4,498,657	$1,499,921	$2,497,638
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$12,374,942**	**$10,347,048**	**$6,321,193**	**$4,890,287**
Avg Yield	0.21	0.18	0.10	0.10
Avg Maturity (Years)	0.31	0.21	0.07	0.23

Table 7

PORTFOLIO COMPOSITION G.O. Bonds 2010				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$1,048,751	$2,427,769	$3,737,850	$1,984,003
Agency Securities	$0	$0	$0	$0
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$3,997,806	$1,999,305	$0	$0
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$5,046,557**	**$4,427,074**	**$3,737,850**	**$1,984,003**
Avg Yield	0.18	0.12	0.06	0.02
Avg Maturity (Years)	0.23	0.10	0.01	0.00

Table 8

PORTFOLIO COMPOSITION G.O. Bonds 2012				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$1,526,822	$1,499,860	$1,339,909	$1,256,953
Agency Securities	$0	$0	$0	$0
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$0	$0	$0	$0
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$1,526,822**	**$1,499,860**	**$1,339,909**	**$1,256,953**
Avg Yield	0.01	0.02	0.02	0.02
Avg Maturity (Years)	0.00	0.00	0.00	0.00

Table 9

PORTFOLIO COMPOSITION Employee Benefits Trust Fund				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$0	$2,927,842	$2,927,986	$2,930,178
Agency Securities	$0	$0	$0	$0
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$0	$1,998,386	$1,999,487	$1,998,500
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$0**	**$4,926,228**	**$4,927,473**	**$4,928,678**
Avg Yield	0.00	0.07	0.10	0.10
Avg Maturity (Years)	0.00	0.11	0.08	0.12

Table 10

PORTFOLIO COMPOSITION Workers Compensation Fund				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$0	$1,652,159	$1,652,241	$1,653,346
Agency Securities	$0	$0	$0	$0
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$0	$999,194	$999,743	$999,250
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$0**	**$2,651,353**	**$2,651,984**	**$2,652,596**
Avg Yield	0.00	0.07	0.09	0.09
Avg Maturity (Years)	0.00	0.10	0.08	0.11

City of Peoria

Detail of Security Holdings

As of 06/30/2014

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty
Employee Benefits Trust Fund														
WF-CIDA		BANK DEP	Wells Fargo Coll Inst					2,930,178.14	100.000	2,930,178.14	2,930,178.14	100.000	2,930,178.14	1
89233HLD4	05/13/14	CP - DISC	Toyota Mtr Cr		11/13/14			2,000,000.00	99.898	1,997,955.56	1,998,500.00	99.924	1,998,488.00	136
Total for Employee Benefits Trust Fund								**4,930,178.14**		**4,928,133.70**	**4,928,678.14**		**4,928,666.14**	**56**
General Fund														
WF-CIDA		BANK DEP	Wells Fargo Coll Inst					30,452,426.94	100.000	30,452,426.94	30,452,426.94	100.000	30,452,426.94	1
313397ZA2	10/10/13	AGCY DISCO	FHLMC		07/07/14			10,000,000.00	99.888	9,988,750.00	9,999,750.00	100.000	10,000,000.00	7
36959JGM9	01/22/14	CP - DISC	GE Capital Corp		07/21/14			10,000,000.00	99.905	9,990,500.00	9,998,944.40	99.998	9,999,770.00	21
9497F1H45	02/04/14	CP - DISC	Wells Fargo & Co		08/04/14			10,000,000.00	99.899	9,989,944.44	9,998,111.10	99.987	9,998,700.00	35
89233HHK3	11/22/13	CP - DISC	Toyota Mtr Cr		08/19/14			10,000,000.00	99.820	9,982,000.00	9,996,733.30	99.989	9,998,890.00	50
3133EAM70	10/25/12	AGCY BULET	FFCB	0.300	08/21/14			10,000,000.00	99.972	9,997,200.00	9,999,786.30	100.030	10,003,000.00	52
31398A3G5	03/29/12	AGCY BULET	FNMA	1.500	09/08/14			7,025,000.00	102.382	7,192,335.50	7,037,819.36	100.260	7,043,265.00	70
46640QJA0	03/13/14	CP - DISC	J.P.Morgan Sec		09/10/14			10,000,000.00	99.884	9,988,436.11	9,995,463.90	99.964	9,996,400.00	72
36959JKE2	04/15/14	CP - DISC	GE Capital Corp		10/14/14			10,000,000.00	99.909	9,990,900.00	9,994,750.00	99.964	9,996,440.00	106
89233HKG8	01/23/14	CP - DISC	Toyota Mtr Cr		10/16/14			8,000,000.00	99.823	7,985,813.33	7,994,293.36	99.968	7,997,408.00	108
89233HKG8	01/29/14	CP - DISC	Toyota Mtr Cr		10/16/14			4,000,000.00	99.827	3,993,066.67	3,997,146.68	99.968	3,998,704.00	108
36959JLS0	03/04/14	CP - DISC	GE Capital Corp		11/26/14			8,000,000.00	99.852	7,988,133.33	7,993,422.24	99.938	7,995,064.00	149
313385T63	02/19/14	AGCY DISCO	FHLB		12/18/14			8,000,000.00	99.891	7,991,275.56	7,995,088.88	99.970	7,997,600.00	171
3137EADA4	11/26/13	AGCY BULET	FHLMC	0.625	12/29/14			15,000,000.00	100.493	15,073,950.00	15,033,512.40	100.250	15,037,500.00	182
3130A0RA0	02/19/14	AGCY BULET	FHLB	0.210	04/29/15			8,000,000.00	100.028	8,002,232.00	8,001,546.88	100.040	8,003,200.00	303
313379ER6	08/08/13	AGCY BULET	FHLB	0.500	06/12/15			10,000,000.00	100.337	10,033,710.00	10,017,338.00	100.260	10,026,000.00	347
912828NL0	12/23/13	TREAS NOTE	U.S. Treasury	1.875	06/30/15			10,000,000.00	102.453	10,245,312.50	10,160,877.60	101.720	10,172,000.00	365
3135G0LN1	03/21/14	AGCY BULET	FNMA	0.500	07/02/15			10,621,000.00	100.300	10,652,863.00	10,645,963.81	100.320	10,654,987.20	367
3135G0RS4	11/06/12	AGCY CALL	FNMA	0.500	11/06/15	11/06/14	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.080	5,004,000.00	494
912828UC2	09/26/13	TREAS NOTE	U.S. Treasury	0.250	12/15/15			5,000,000.00	99.664	4,983,203.13	4,988,958.90	100.020	5,001,000.00	533
3135G0SB0	06/17/14	AGCY BULET	FNMA	0.375	12/21/15			6,000,000.00	100.072	6,004,290.00	6,004,180.02	100.110	6,006,600.00	539
912828PM6	01/30/14	TREAS NOTE	U.S. Treasury	2.125	12/31/15			13,000,000.00	103.426	13,445,351.56	13,348,074.09	102.790	13,362,700.00	549
3133834R9	11/13/13	AGCY BULET	FHLB	0.375	06/24/16			5,000,000.00	99.567	4,978,350.00	4,983,569.50	99.720	4,986,000.00	725
3136G14E6	02/19/14	AGCY CALL	FNMA	0.510	06/24/16	12/24/14	ONE TIME	8,000,000.00	100.000	8,000,000.00	8,000,000.00	99.730	7,978,400.00	725
3130A1NL8	04/28/14	AGCY CALL	FHLB	0.600	07/28/16	07/28/14	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.040	5,002,000.00	759
3134G56B6	05/30/14	AGCY CALL	FHLMC	0.580	08/26/16	11/26/14	QRTLY	5,000,000.00	100.020	5,001,000.00	5,000,822.30	99.890	4,994,500.00	788
313380S57	10/22/12	AGCY CALL	FHLB	0.700	10/11/16	Anytime	CONT	3,398,571.43	99.938	3,396,464.32	3,397,355.83	100.010	3,398,911.29	834
3130A1N20	04/28/14	AGCY CALL	FHLB	0.750	10/28/16	07/28/14	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.050	5,002,500.00	851
3130A1FA1	04/17/14	AGCY STEP	FHLB	0.500	04/17/17	07/17/14	QRTLY	5,000,000.00	99.970	4,998,500.00	4,998,807.95	100.020	5,001,000.00	1,022
3136G1FU8	03/19/13	AGCY CALL	FNMA	1.000	12/19/17	03/19/15	ONE TIME	5,100,000.00	99.950	5,097,450.00	5,098,115.24	99.160	5,057,160.00	1,268
3135G0WJ8	05/20/13	AGCY BULET	FNMA	0.875	05/21/18			8,000,000.00	99.532	7,962,560.00	7,970,741.20	98.320	7,865,600.00	1,421
3134G55U5	05/28/14	AGCY STEP	FHLMC	1.125	05/28/19	11/28/14	QRTLY	6,000,000.00	100.000	6,000,000.00	6,000,000.00	100.200	6,012,000.00	1,793
Total for General Fund								**273,596,998.37**		**274,406,018.39**	**274,103,600.18**		**274,043,726.43**	**356**

City of Peoria

Detail of Security Holdings

As of 06/30/2014

GO Bond - Series 2007 A											
WF-CIDA		BANK DEP	Wells Fargo Coll Inst		1,099,437.53	100.000	1,099,437.53	1,099,437.53	100.000	1,099,437.53	1
Total for GO Bond - Series 2007 A					**1,099,437.53**		**1,099,437.53**	**1,099,437.53**		**1,099,437.53**	**1**
GO Bond - Series 2009											
WF-CIDA		BANK DEP	Wells Fargo Coll Inst		2,392,649.22	100.000	2,392,649.22	2,392,649.22	100.000	2,392,649.22	1
89233HMA9	04/28/14	CP - DISC	Toyota Mtr Cr	12/10/14	2,500,000.00	99.868	2,496,704.17	2,497,637.50	99.937	2,498,427.50	163
Total for GO Bond - Series 2009					**4,892,649.22**		**4,889,353.39**	**4,890,286.72**		**4,891,076.72**	**84**
GO Bond - Series 2010											
WF-CIDA		BANK DEP	Wells Fargo Coll Inst		1,984,003.30	100.000	1,984,003.30	1,984,003.30	100.000	1,984,003.30	1
Total for GO Bond - Series 2010					**1,984,003.30**		**1,984,003.30**	**1,984,003.30**		**1,984,003.30**	**1**
GO Bond - Series 2012											
WF-CIDA		BANK DEP	Wells Fargo Coll Inst		1,256,953.49	100.000	1,256,953.49	1,256,953.49	100.000	1,256,953.49	1
Total for GO Bond - Series 2012					**1,256,953.49**		**1,256,953.49**	**1,256,953.49**		**1,256,953.49**	**1**
Workers Compensation Fund											
WF-CIDA		BANK DEP	Wells Fargo Coll Inst		1,653,346.43	100.000	1,653,346.43	1,653,346.43	100.000	1,653,346.43	1
89233HLD4	05/13/14	CP - DISC	Toyota Mtr Cr	11/13/14	1,000,000.00	99.898	998,977.78	999,250.00	99.924	999,244.00	136
Total for Workers Compensation Fund					**2,653,346.43**		**2,652,324.21**	**2,652,596.43**		**2,652,590.43**	**52**
State Pool					4,121,781.98	100.000	4,121,781.98	4,121,781.98	100.000	4,121,781.98	1
Total for City of Peoria					**294,535,348.46**		**295,338,005.99**	**295,037,337.77**		**294,978,236.02**	**334**

Security Acronyms:

AGCY – DISCO	Agency Discount Note
AGCY – BULET	Agency Bullet
AGCY – CALL	Agency Callable Note
AGCY – STEP	Agency Step-Up Note
CP – DISC	Commercial Paper Discounted
FFCB	Federal Farm Credit Bank
FHLB	Federal Home Loan Bank
FNMA	Federal National Mortgage Association or "Fannie Mae"
FHLMC	Federal Home Loan Mortgage Corporation or "Freddie Mac"
FCAR Owner Trust	Ford Credit Asset Receivable
GE Capital Corp	General Electric Capital Corp
MMF	Money Market Fund

Security Definitions:

Agency Notes - A debt security issued by a federal or federally sponsored agency. These are widely considered to be among the safest types of fixed income securities, although they are not explicitly guaranteed by the Federal government, there is a market peerception that there is an implicit government guarantee. The following are Government-Related Enterprises, originally created by an act of Congress: Federal Farm Credit Bank, Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac).

Federal Farm Credit Bank (FFCB) - The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of congress in 1916. Its mission is to provide a reliable and low cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and its senior debt is AAA-rated. Yields on FFCB obligations are often slightly lower than yields on FHLB, FNMA or FHLMC obligations because they issue fewer bonds and are in demand as portfolio diversifiers.

Federal Home Loan Bank (FHLB) - The Federal Home Loan Bank system was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB's primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid and its senior debt is AAA-rated.

Federal National Mortgage Association (FNMA or "Fannie Mae") - Fannie Mae was chartered in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States, by purchasing existing home loans and pooling them together to create mortgage-backed securities that can them be sold to investors, along with a guaranty of the timely payment of principal and interest on the underlying loans. Fannie Mae was privatized in 1968, and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae currently continues operation under government control and has been instrumental in the government's attempts to revive the housing sector. Fannie Mae debt obligations are highly liquid and its senior debt is AAA-rated.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") - Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae, Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control and has been instrumental in the government's attempt to revive the housing sector. Freddie Mac securities are highly liquid and its senior debt is AAA-rated.

Agency Bullet- An agency security that matures at a single point in time and does not feature a call option. This security will earn a fixed rate of interest and the entire face value will be returned to the investor at maturity. The security does not amortize or make periodic payments of principal.

Agency Callable - An agency security where the issuer has the option to call the security away, or redeem it, prior to maturity. This allows the issuer to return principal to the investor prior to the stated maturity date.

Agency Discount Note - Similar to a Treasury Bill, an agency discount note is a zero coupon bond sold at a discount to face value. At maturity the investor will receive face value. The income earned is the difference between the cost paid for the security and its face value.

Agency Step-Up Note - An agency security that provides for the fixed rate of interest to adjust, or "step-up" at predetermined intervals based on a specific schedule. The schedule may include one or several rate adjustments over the life of the security. In most cases, the security is also callable at the step-up dates.

Commerical Paper – An unsecured short –term promissory note issued by corporations, with maturities ranging from 2 to 270 days. Examples of commercial paper include Ford Credit Asset Receivable, General Electric Capital Corporation, Johns Hopkins Health System and Toyota Motor Credit.

Treasury Bill – Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000.

Treasury Note - U.S. government debt securities with maturities of ten years or longer, and issued in minimum denominations of $1,000.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C

Date Prepared: August 7, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Increase 1.0 F.T.E. to the Park Maintenance Operations

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Purpose:

To increase the amount of full-time park maintenance staff by 1.0 equivalent (FTE). This request is cost-neutral with no financial impact to the 2015 fiscal year budget. The plan reclassifies two higher level positions to lower positions and increases two current part-time benefitted workers to full-time status. The result is a need for an additional 1.0 FTE count.

Summary:

As part of an ongoing review of service needs and resource levels, the Community Services Department has focused on the organizational structure, work types and assignments, and job classifications. The recently completed Community Services Master Plan (CSMP) documented strengths and weaknesses of the department and makes recommendation on personnel changes to improve operations and increase efficiencies.

One of the CSMP recommendations is to focus on increasing the number of Park Worker I positions to accomplish entry level and basic tasks necessary for clean and safe parks; thus affording the Park Worker III time to accomplish higher-skilled responsibilities.

The proposed staff changes and realignments were developed with input from our front-line maintenance staff. The team realizes this FTE increase is pending City Council review and approval. This collaborative approach has helped build a strong work plan that has buy-in from all levels of staff.

Previous Actions:

None.

Options:

A. Approve the addition of 1.0 FTE for the Parks Division.

B. Do not approve the additional 1.0 FTE request.

Staff's Recommendation:

Staff recommends the City Council to approve a request to increase the amount of full time park maintenance staff by a total of 1.0 equivalent by increasing two part-time benefitted workers to full time positions.

Fiscal Analysis:

There is no fiscal impact to the Fiscal Year 2015 budget.

Exhibit 1: None.

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18C

Date Prepared: July 29, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Amendment to Council Policy CP 1-14, Youth Advisory Board Council Liaison Program

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Purpose:

This is a request for City Council to adopt an amendment to Council Policy CP 1-14, Youth Advisory Board Council Liaison Program.

Background/Summary:

The amendment to the Council Policy regarding the Youth Advisory Board Council Liaison Program will allow 9th grade students the opportunity to serve as a Youth Advisory Board Council Liaison. Original eligibility guidelines only allowed for youth in grades 10, 11, and 12 to be considered for the Youth Council Liaison position.

Previous Actions:

On June 18, 2013, the City Council approved adoption of the Council Policy for the Youth Advisory Board Council Liaison Program. The purpose of the policy is to provide general guidelines for the Youth Advisory Board Council Liaison Program which offers a quality experience for the youth liaison and develops more opportunities for improved civic engagement for the youth citizenry of Peoria.

During the recruitment process for the 2014/2015 school year Liaison, individuals in the 9th grade expressed interest in participating. The Youth Advisory Board discussed the item at the June 10, 2014 meeting and confirmed support/recommendation to the Policy and Appointments Subcommittee.

The Subcommittee met on July 24, 2014, reviewed the concept and supports the recommendations for policy amendment.

Options:

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

A. Adopt an amendment to Council Policy CP 1-14 to making 9th grade students eligible to serve as a Youth Advisory Board Council Liaison.

B. Direct staff to revisit the Youth Advisory Board Council Liaison Program Council Policy and maintain or update guidelines or other programming related elements.

Staff's Recommendation:

Staff recommends that City Council approve the Policy Amendment to Council Policy CP 1-14, thereby making 9th grade students eligible to serve as a Youth Advisory Board Council Liaison.

Fiscal Analysis:

There will be no fiscal impact due to the policy amendment.

Exhibit(s):
Exhibit 1: Council Policy CP 1-14, Youth Advisory Board Council Liaison Program

Contact Name and Number: John Sefton, 623-773-7135

CITY COUNCIL POLICY	**CP 1-14** Category: General Department: Community Services
TITLE: Youth Advisory Board Council Liaison Program	Approved:

A. Purpose

The purpose of this policy is to provide general guidelines for the Youth Advisory Board (YAB) Council Liaison Program which will provide a quality experience for the youth liaison and develop opportunities for improved civic engagement.

B. Basic Program Eligibility

Applicants for the YAB Council Liaison Program must fulfill the following eligibility requirements:

1. Current member of the YAB with a tenure on the board of at least six (6) months.

2. Currently enrolled in grades 9, 10, 11 or 12.

3. GPA of at least 3.0 or higher.

4. Attendance at regularly scheduled YAB meetings, a minimum of 80% of the time.

5. Committed to attending regular council meetings beginning in late August through May of the upcoming school year.

6. Possess a general knowledge of the Council/Manager form of Municipal Government and a basic understanding of the functions of the Peoria City Council.

C. Selection Process

1. The program application period will be identified annually. Applicants must submit a Youth Advisory Board Council Liaison application to be considered.

2. The Youth Advisory Board Council Liaison Selection Committee will review all applications and recommend three (3) candidates to be interviewed by the City Council Subcommittee on Policy and Appointments.

3. The City Council Subcommittee on Policy and Appointments will recommend to the Mayor the Youth Advisory Board Council Liaison and identify two others as alternate #1 and alternate #2.

4. Mayor and City Council will have a standard ten (10) day period in order to comment on the City Council Subcommittee on Policy and Appointments recommendations.

5. Upon approval, appointments for the Youth Advisory Board Council Liaison and two (2) alternates will be made by resolution.

D. Selection Time Frame

1. Applications for the YAB Council Liaison program will be accepted in April.

2. Submitted applications will be reviewed by the YAB Council Liaison Selection Committee in May.

3. Interviews with the City Council Subcommittee on Policy and Appointments will be scheduled for the June subcommittee meeting.

4. The Mayor and City Council will approve the YAB Council Liaison and two (2) alternates in July.

5. The YAB Council Liaison will begin attending City Council meetings in August.

E. Guiding Principles

1. The YAB Council Liaison will attend regular City Council meetings beginning in late August through May of the following year.

2. The YAB Council Liaison will <u>not</u> have voting rights.

3. City Council members will be provided opportunities to mentor the YAB Council Liaison as coordinated by the City Manager's Office.

4. School commitment is a priority. If scheduling issues occur, Alternate #1 or Alternate #2 may be requested to attend a council meeting. In all instances, the Community Services Department staff liaison to the YAB will be notified of the conflict by the YAB Council Liaison and will communicate with the City Manager's Office.

5. After three (3) unexcused absences, the YAB Council Liaison will be replaced with Alternate #1.

6. Alternates are expected to attend City Council Meetings or watch via Channel 11 (live streaming or pre-recorded meetings) in order to stay current on City business in preparation for serving as the YAB Council Liaison.

7. The YAB Council Liaison is responsible for requesting school credit for this appointment.

APPROVED:

Bob Barrett, Mayor

APPROVED AS TO FORM:

Steve Kemp, City Attorney

Adopted: 06/18/13, CC # 24R
Amended: 08/??/14, CC # ???

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19C

Date Prepared: July 30, 2014 **Council Meeting Date: August 27, 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. 1063, Stonebridge Ranch, 97th Lane and Jomax 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. 1063, Stonebridge Ranch, 97th Lane and Jomax 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. 1063, Stonebridge Ranch, located at 97th Lane and Jomax 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 Stonebridge Ranch was approved by the City on July 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

[1063]
MID#

[Stonebridge Ranch]
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 20.71 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 13th day of February 20 14.

	Date:	Property (Tax Parcel Numbers)
Courtland Communities, LLC Print Property Owner Name Brian Mings Print Name 16841 N. 31st Avenue, Suite 101; Phoenix, AZ 85053 Address [redacted] Signature	2/13/14	201-30-126, 201-08-141A
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. 2014-119

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. 1063, STONEBRIDGE RANCH, 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. 1063 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. 1063

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. 1063.

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 27th day of August, 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. 2014-119 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on August 27, 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

MAINTENANCE IMPROVEMENT DISTRICT NO 1063
LEGAL DESCRIPTION
STONEBRIDGE RANCH

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 South 89°57'43" East, 2658.22 feet;

Thence, along the north line of northwest quarter of said Section 4, South 89°57'43" East, 330.00 feet to the **POINT OF BEGINNING;**

Thence, continuing along said north line, South 89°57'43" East, 761.15 feet;

Thence, leaving said north 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, 423.83 feet;

Thence, leaving said west line, South 89°57'15" East, 330.00 feet;

Thence, North 01°14'04" West, 700.04 feet to the **POINT OF BEGINNING**.

Said portion of land containing 902,533 sq.ft. or 20.71 acres, more or less.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality of any other land division restrictions.

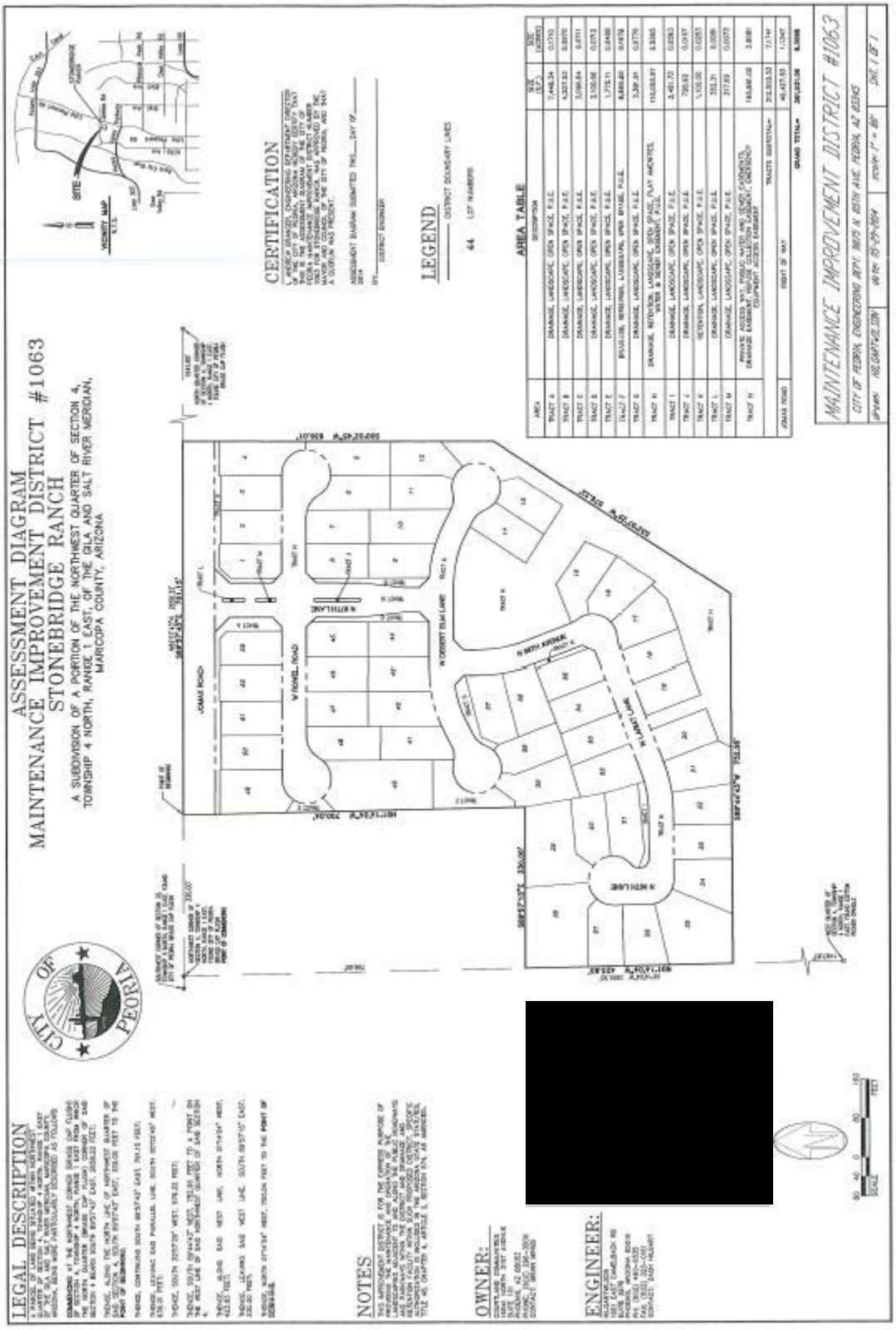
Prepared by: HilgartWilson
2141 E Highland Ave.
Suite 250
Phoenix, AZ
Job No. 1333
April, 2014

[redacted]

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 #1063
STONEBRIDGE RANCH
A SUBDIVISION OF 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
LEGAL DESCRIPTION
NOTES
OWNER:
ENGINEER:
CERTIFICATION
LEGEND
AREA TABLE
MAINTENANCE IMPROVEMENT DISTRICT #1063
CITY OF PEORIA, ENGINEERING DIV., 8401 W. MONTE VISTA AVE., PEORIA, AZ 85345
SCALE 1" = 80'
SHT. 1 OF 1

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. 1063, STONEBRIDGE RANCH.

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 27th day of August, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-120 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. 1063, 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. 1063 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. 2014-120

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. 1063, STONEBRIDGE RANCH; 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. 1063.

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. 1063 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. 1063 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. 1063 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. 1063.

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. 1063 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 27th day of August, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

MAINTENANCE IMPROVEMENT DISTRICT NO 1063
LEGAL DESCRIPTION
STONEBRIDGE RANCH

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 South 89°57'43" East, 2658.22 feet;

Thence, along the north line of northwest quarter of said Section 4, South 89°57'43" East, 330.00 feet to the **POINT OF BEGINNING;**

Thence, continuing along said north line, South 89°57'43" East, 761.15 feet;

Thence, leaving said north 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, 423.83 feet;

Thence, leaving said west line, South 89°57'15" East, 330.00 feet;

Thence, North 01°14'04" West, 700.04 feet to the **POINT OF BEGINNING**.

Said portion of land containing 902,533 sq.ft. or 20.71 acres, more or less.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality of any other land division restrictions.

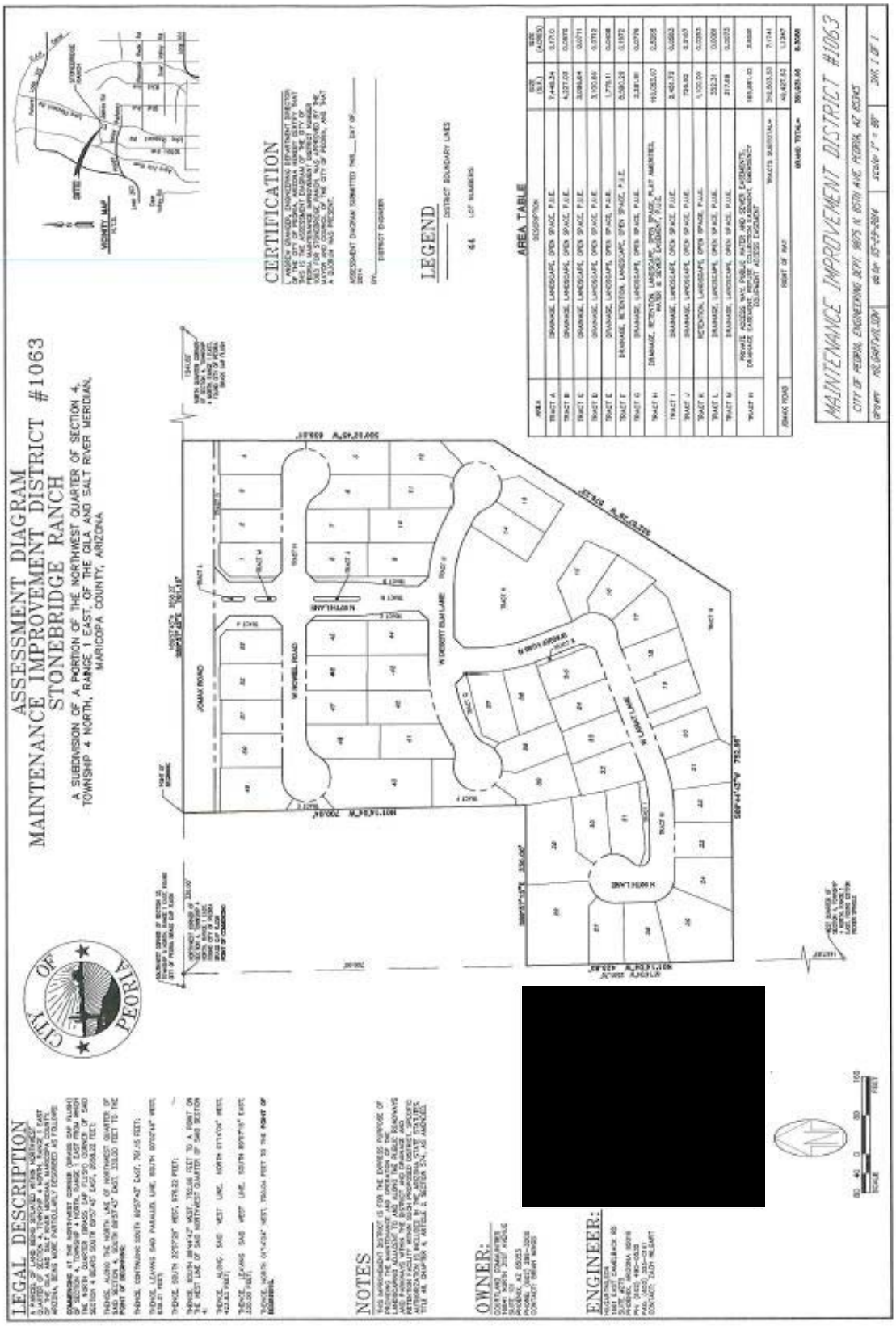
Prepared by: HilgartWilson
2141 E Highland Ave.
Suite 250
Phoenix, AZ
Job No. 1333
April, 2014

[redacted]

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 #1063
STONEBRIDGE RANCH
A SUBDIVISION OF 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
LEGAL DESCRIPTION
CERTIFICATION
LEGEND
AREA TABLE
NOTES
OWNER:
ENGINEER:
MAINTENANCE IMPROVEMENT DISTRICT #1063
CITY OF PEORIA, ENGINEERING DEPT. 8895 N 85TH AVE PEORIA, AZ 85345
SHT. 1 OF 1

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20C

Date Prepared: July 9, 2014 **Council Meeting Date: August 27, 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. 1153, Caballos Del Rio, 76th Drive and Happy Valley 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. 1153, Caballos Del Rio, 76th Drive and Happy Valley 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. 1153, Caballos Del Rio, located at 76th Drive and Happy Valley 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 Caballos 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

[1153]
MID#

[Cabellos del Rio]
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 58.59 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)
Shea Homes Limited Partnership Print Property Owner Name David Garcia Print Name 8800 N. Gainey Center Drive, Ste 250, Scottsdale, AZ. 85258 Address Signature [redacted]	9/27/2013	201-14-517A 201-14-518A 201-14-436B 201-14-003D 201-14-003C
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. 2014-116

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. 1153, CABALLOS DEL RIO, 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. 1153 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. 1153

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. 1153.

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 27th day of August, 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. 2014-116 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on August 27, 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 CABALLOS DEL RIO MID #1153

CABALLOS DEL RIO

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 0O DEGREES 02 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 FOR A DISTANCE OF 130.00 FEET;

THENCE CONTINUE SOUTH 0O DEGREES 02 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1849.31 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1295.00 TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1916.12 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 65.00 FEET;

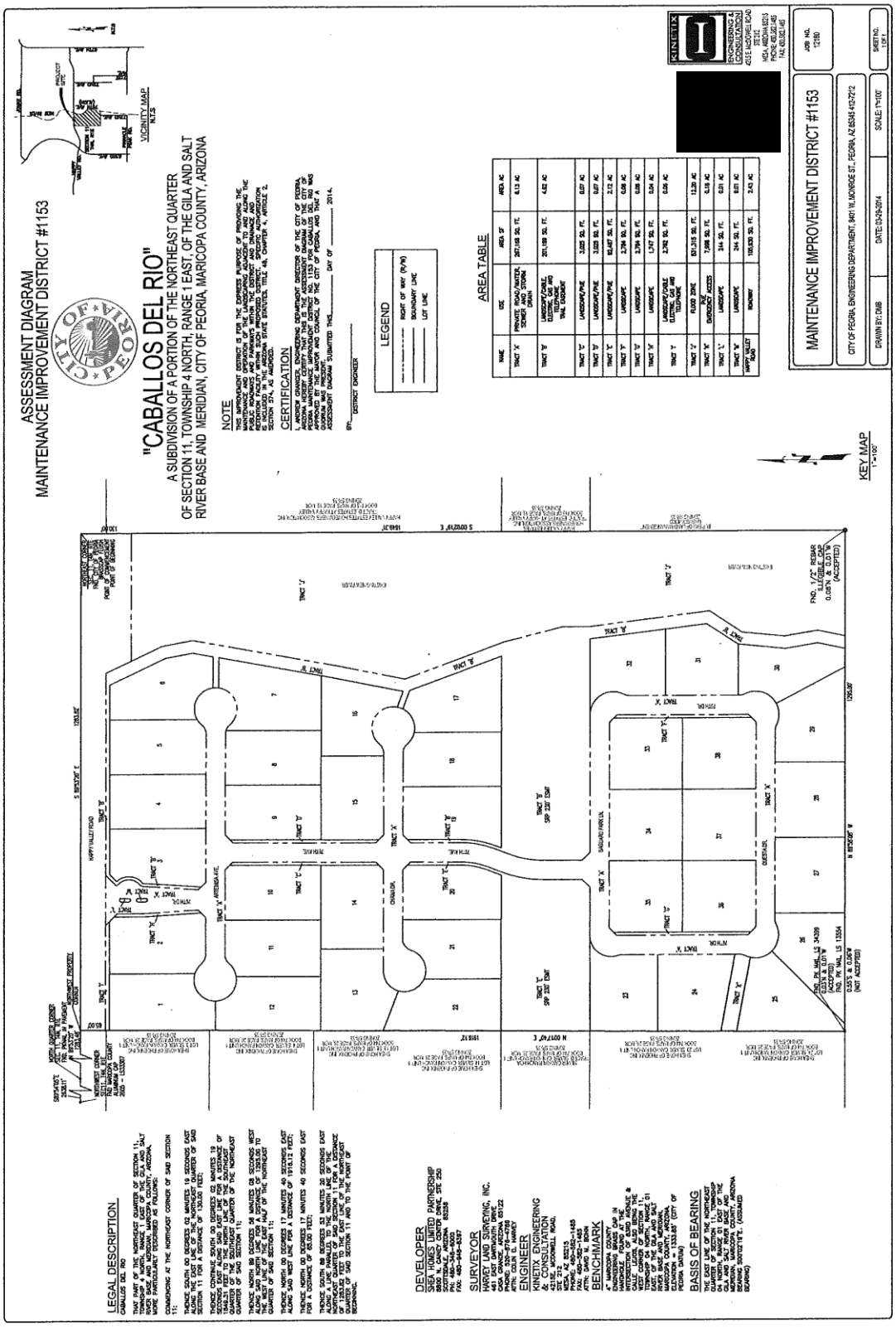
THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 FOR A DISTANCE OF 1283.82 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 AND TO THE POINT OF BEGINNING.

[redacted]

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 #1153
"CABALLOS DEL RIO"
A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER
OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA
VICINITY MAP
NOTE
CERTIFICATION
LEGEND
AREA TABLE
KEY MAP
LEGAL DESCRIPTION
DEVELOPER
SURVEYOR
ENGINEER
BENCHMARK
BASIS OF BEARING
MAINTENANCE IMPROVEMENT DISTRICT #1153
CITY OF PEORIA, ENGINEERING DEPARTMENT, 8401 W. MONROE ST., PEORIA, AZ 85345 623-272-3
DRAWN BY: DMB
DATE: 03-24-2014
SCALE: 1"=100'
JOB NO. 12180
SHEET NO. 1 OF 1

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. 1153, CABALLOS DEL RIO.

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 27th day of August, 2014 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-117; 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. 1153, 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. 1153 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. 2014-117

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. 1153, CABALLOS DEL RIO; 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. 1153.

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. 1153 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. 1153 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. 1153 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. 1153.

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. 1153 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 27th day of August, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

LEGAL DESCRIPTION FOR CABALLOS DEL RIO MID #1153

CABALLOS DEL RIO

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 0O DEGREES 02 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 FOR A DISTANCE OF 130.00 FEET;

THENCE CONTINUE SOUTH 0O DEGREES 02 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1849.31 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1295.00 TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1916.12 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 65.00 FEET;

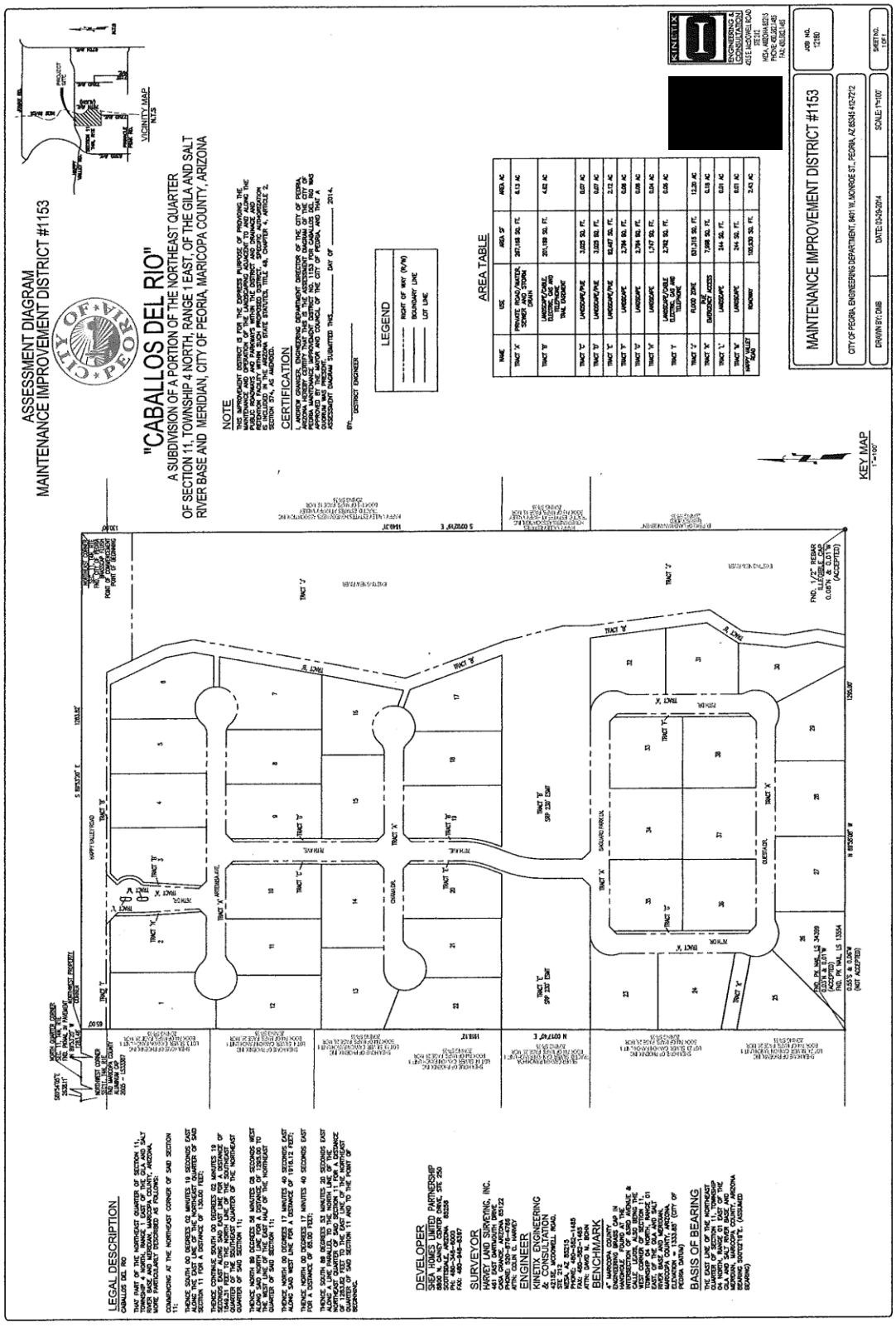
THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 FOR A DISTANCE OF 1283.82 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 AND TO THE POINT OF BEGINNING.

[redacted]

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 #1153
"CABALLOS DEL RIO"
A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER
OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA
VICINITY MAP
NOTE
CERTIFICATION
LEGEND
AREA TABLE
KEY MAP
MAINTENANCE IMPROVEMENT DISTRICT #1153
LEGAL DESCRIPTION
DEVELOPER
SURVEYOR
ENGINEER
BENCHMARK
BASIS OF BEARING

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21C

Date Prepared: July 9, 2014

Council Meeting Date: August 27, 2014

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Deeds and Easements, Various Locations

Purpose:

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

Background/Summary:

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

Previous Actions:

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

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

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

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Rebecca Zook, Deputy Director, EDS, (623) 773-7589

RESOLUTION NO. 2014-115

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.

Tierra Del Rio 20A Corona Tierra Del Rio LLC EASEMENT FOR PUBLIC SEWER LINE Maricopa County Recording No. 20140396126 (Project No. R130062/ Deed 14-027)	North west corner of Jomax/ 99th Avenue
Sewer Easement for Quick Trip TerrazzaLand, LLC EASEMENT FOR PUBLIC SEWER LINE Maricopa County Recording No. 20140420601 (Project No. R120018/ Deed 14-028)	South west corner of 67th Ave/ Happy Valley Road

Country Meadows Elementary School 111th Avenue & Butler Drive
Peoria Unified Schol District No. 11
EASEMENT FOR PUBLIC WATER LINE
Maricopa County Recording No. 20140420320
(Project No. R120038/ Deed 14-029)

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 27th day of August, 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: 22C

Date Prepared: July 1, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Abandonment of City Interest, Easement for Public Water Line, East of 111th Avenue South of Butler Drive

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Purpose:

This is a request for City Council to authorize the abandonment of the City's interest in an Easement for Public Water Line located east of 111th Avenue and south of Butler Drive.

Background/Summary:

In 1999 the City accepted the dedication of a waterline easement from the Peoria Unified School District for the installation of a waterline associated with the construction of the Country Meadows Elementary School located at the southeast corner of 111th Avenue and Butler Drive. During recent development activity it was discovered that the location of the easement in relation to the actual waterline was incorrect and the dedication document was recorded twice with the Maricopa County Recorder's Office.

Previous Actions:

The City reviewed and approved a request to abandon an existing Easement for Public Water Line which was dedicated to the City. The City has received and recorded a new easement that captures the exact location of the existing waterline.

Options:

A: City Council authorizes the abandonment, removing this title encumbrance from the property.

B: City Council denies the abandonment maintaining the current easement encumbrance on the property.

Staff's Recommendation:

Staff recommends the adoption of a Resolution declaring an emergency to abandon City interest in an Easement for Public Water Line as recorded in Maricopa County Recorder Number 1999-0897231 and 1999-0940893 and authorize the City Clerk to record the Resolution.

Fiscal Analysis:

There is no fiscal impact to the City associated with this abandonment.

Narrative:

The abandonment will release this title encumbrance from the property.

Exhibit(s):

Exhibit 1: Vicinity Map

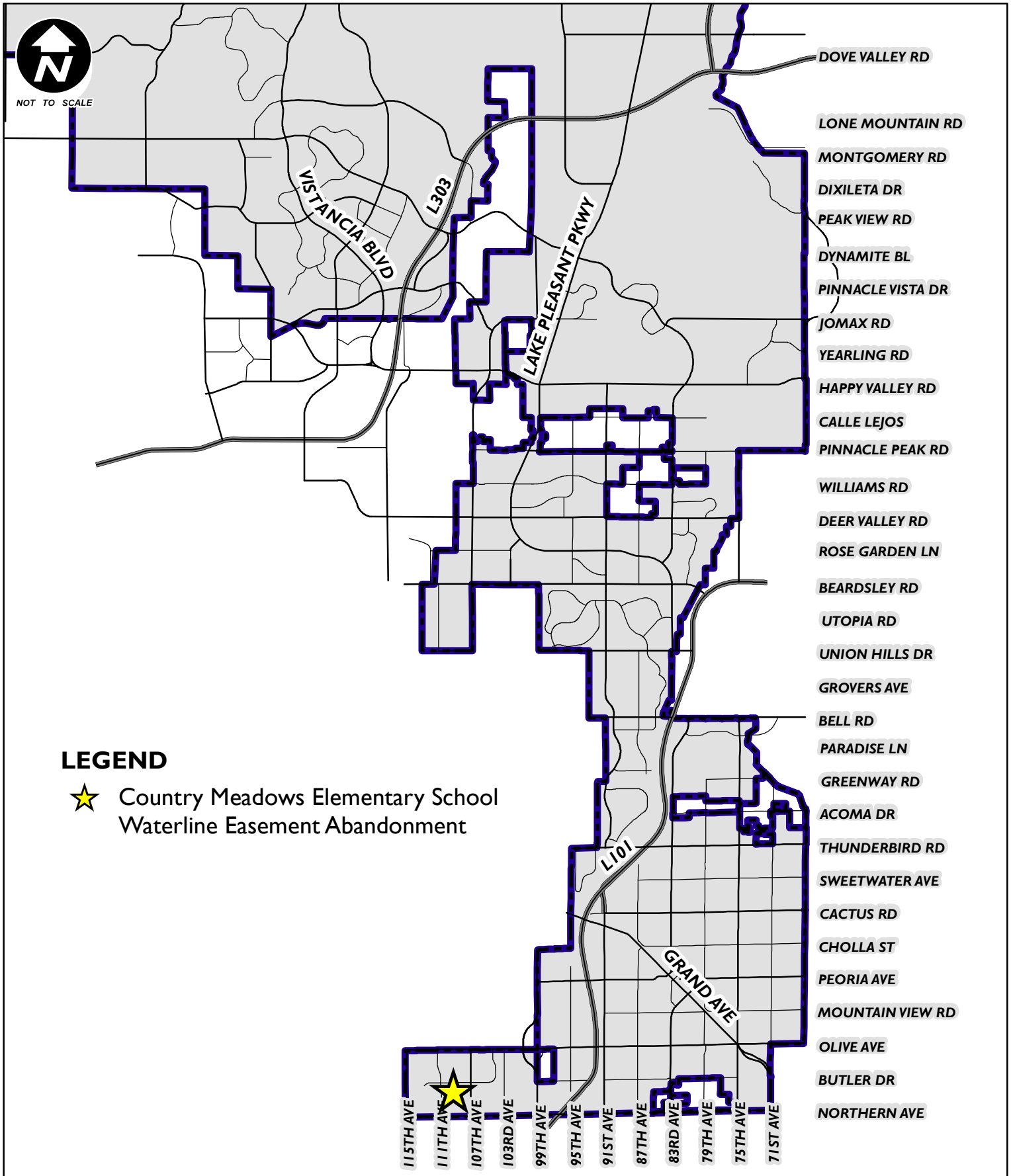
Exhibit 2: Location Map

Exhibit 3: Resolution

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

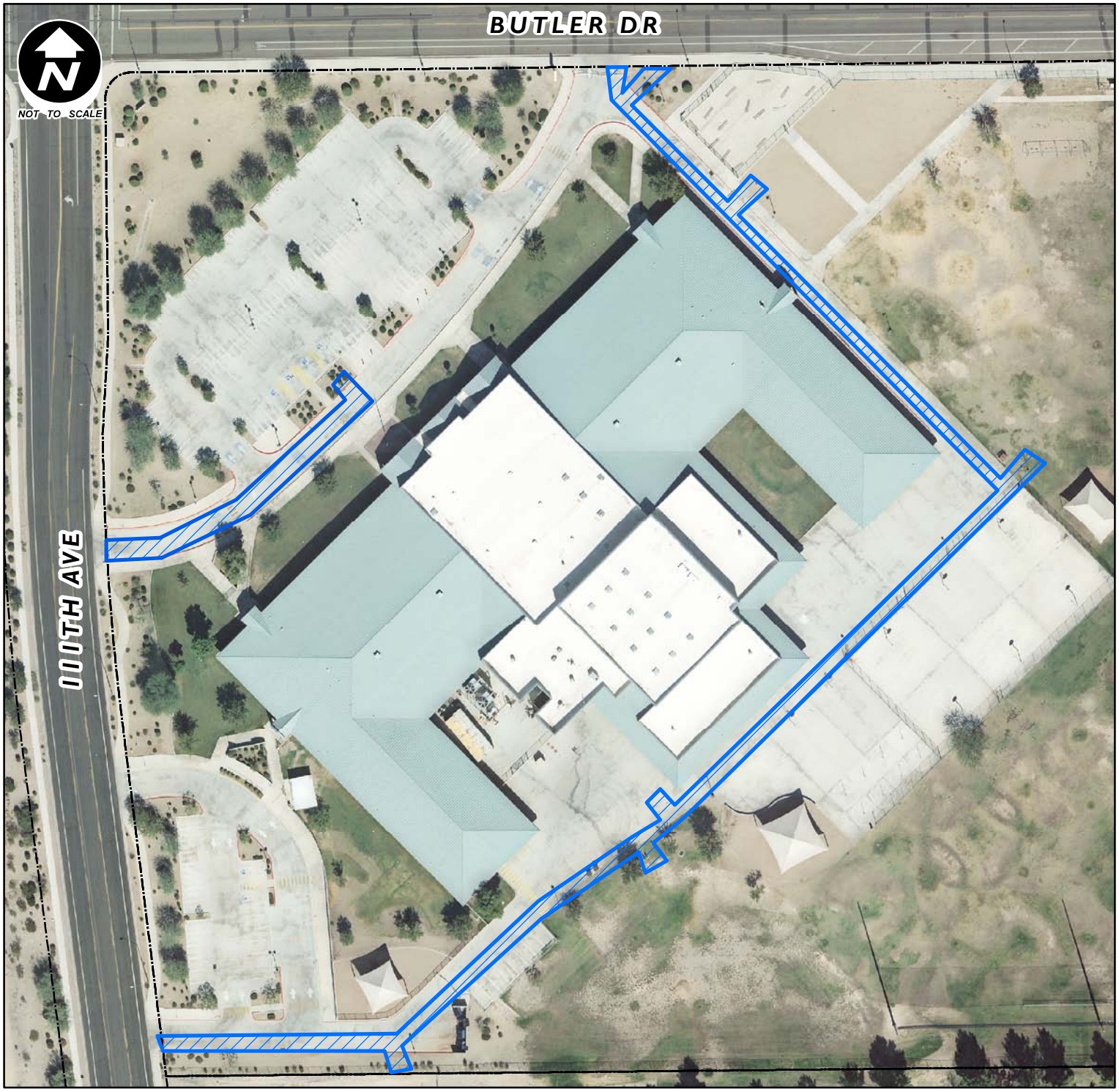
City of Peoria
ENGINEERING

Country Meadows Elementary School
Waterline Easement Abandonment
Vicinity Map



City of Peoria
ENGINEERING

Country Meadows Elementary School
Waterline Easement Abandonment
Location Map



LEGEND

Waterline Easement Abandonment

Parcels

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria
Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Angela\Maps by William\DeerValleyRd_SouthwestGasEasement_LocationMap.mxd ENG WRB 2014-03-10

RESOLUTION NO. 2014-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN EASEMENT FOR PUBLIC WATER LINE TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY EASEMENT FOR PUBLIC WATER LINE BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to determine and find that certain public easement may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that certain Easement for Public Water Line located in the City of Peoria, Maricopa County, Arizona, east of 111th Avenue south of Butler Drive, and more specifically described in the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for water line purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that the Easement for Public Water Line as recorded in Maricopa County Recorder Number 1999-0897231 and 1999-0940893 and more specifically set forth on Exhibit “A” attached to this Resolution be and is hereby declared abandoned as provided by Chapter 4, Article 1, Title 9 of the Arizona Revised Statutes.

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

SECTION 4. The immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 27th day of August, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

EXHIBIT A

PEORIA ELEMENTARY SCHOOL NO. 26
WATERLINE EASEMENT
LEGAL DESCRIPTION

A WATERLINE EASEMENT SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31. TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31. FROM WHICH THE BRASS CAP FLUSH AT THE INTERSECTION OF BUTLER DRIVE AND 111TH AVENUE BEARS SOUTH 88°54'44" WEST, A DISTANCE OF 2643.54 FEET;

THENCE SOUTH 88°54'44" WEST ALONG THE MONUMENT LINE OF SAID BUTLER DRIVE, A DISTANCE OF 2192.22 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 1;

THENCE SOUTH 44°59'59" EAST, A DISTANCE OF 13.01 FEET;

THENCE SOUTH 44°59'59" WEST, A DISTANCE OF 25.45 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 383.96 FEET;

THENCE NORTH 45°00'00" EAST, A DISTANCE OF 18.79 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 25.12 FEET;

THENCE SOUTH 45°00'04" WEST, A DISTANCE OF 367.89 FEET;

THENCE SOUTH 54°46'08" WEST, A DISTANCE OF 31.92 FEET;

THENCE SOUTH 35°13'52" EAST, A DISTANCE OF 13.95 FEET;

THENCE SOUTH 54°46'08" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 35°13'52" WEST, A DISTANCE OF 13.95 FEET;

THENCE SOUTH 54°46'08" WEST, A DISTANCE OF 71.68 FEET;

THENCE SOUTH 45°00'01" WEST, A DISTANCE OF 144.12 FEET;

THENCE SOUTH 78°00'00" WEST, A DISTANCE OF 0.94 FEET;

THENCE SOUTH 14°37'51" EAST, A DISTANCE OF 18.08 FEET;

THENCE SOUTH 75°22'09" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 14°37'51" WEST, A DISTANCE OF 19.00 FEET;

THENCE SOUTH 78°00'00" WEST, A DISTANCE OF 7.62 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 158.33 FEET;

THENCE SOUTH 82°31'32" WEST, A DISTANCE OF 3.40 FEET;

THENCE NORTH 07°28'28" WEST, ALONG THE EASTERLY RIGHT OF WAY OF 111TH AVENUE, A DISTANCE OF 20.00 FEET;

THENCE NORTH 82°31'32" EAST, A DISTANCE OF 4.70 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 157.53 FEET;

THENCE NORTH 78°00'00" EAST, A DISTANCE OF 20.56 FEET;

THENCE NORTH 45°00'01" EAST, A DISTANCE OF 139.90 FEET;

THENCE NORTH 54°46'08" EAST, A DISTANCE OF 133.60 FEET;

THENCE NORTH 45°00'04" EAST, A DISTANCE OF 327.39 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 417.17 FEET;

THENCE NORTH 01°05'16" WEST, A DISTANCE OF 20.65 FEET;

THENCE NORTH 88°54'44" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 12.63 FEET;

THENCE NORTH 44°59'59" EAST, A DISTANCE OF 18.21 FEET;

THENCE NORTH 88°54'44" EAST, A DISTANCE OF 10.08 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 1.

THE ABOVE DESCRIBED EASEMENT PARCEL 1 CONTAINS 26,548 SQUARE FEET OR 0.6095 ACRES.

PARCEL 2:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 88°54'44" WEST ALONG THE MONUMENT LINE OF BUTLER DRIVE TO THE INTERSECTION OF 111TH AVENUE AND BUTLER DRIVE, A DISTANCE OF 2643.54 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 238.80 FEET;

THENCE SOUTH 02°48'30" WEST, A DISTANCE OF 73.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 88°56'47" EAST, A DISTANCE OF 2005.07 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°25'15", AN ARC DISTANCE OF 224.69 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 07°28'28" EAST, A DISTANCE OF 14.19 FEET;

THENCE NORTH 82°31'32" EAST, A DISTANCE OF 35.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 2;

THENCE NORTH 82°31'32" EAST, A DISTANCE OF 14.29 FEET;

THENCE SOUTH 07°28'28" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 82°31'32" WEST, A DISTANCE OF 14.29 FEET;

THENCE NORTH 07°28'28" WEST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 2.

THE ABOVE DESCRIBED EASEMENT PARCEL 2 CONTAINS 286 SQUARE FEET OR 0.0066 ACRES.

PARCEL 3

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 88°54'44" WEST ALONG THE MONUMENT LINE OF BUTLER DRIVE TO THE INTERSECTION OF 111TH AVENUE AND BUTLER, A DISTANCE OF 2643.54 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 238.80 FEET;

THENCE SOUTH 02°48'30" WEST, A DISTANCE OF 73.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 88°56'47" EAST, A DISTANCE OF 2005.07 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°14'09", AN ARC DISTANCE OF 78.24 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 86°42'38" EAST, A DISTANCE OF 35.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 3;

THENCE NORTH 86°25'11" EAST, A DISTANCE OF 42.61 FEET;

THENCE NORTH 63°55'11" EAST, A DISTANCE OF 65.66 FEET;

THENCE NORTH 46°13'01" EAST, A DISTANCE OF 109.44 FEET;

THENCE NORTH 46°08'26" WEST, A DISTANCE OF 18.12 FEET;

THENCE NORTH 43°51'34" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 46°08'26" EAST, A DISTANCE OF 38.96 FEET;

THENCE SOUTH 46°13'01" WEST, A DISTANCE OF 133.39 FEET;

THENCE SOUTH 63°55'11" WEST, A DISTANCE OF 72.76 FEET;

THENCE SOUTH 86°25'11" WEST, A DISTANCE OF 46.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 86°07'44" EAST, A DISTANCE OF 1,970.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°34'54", AN ARC DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 3.

THE ABOVE DESCRIBED EASEMENT PARCEL 3 CONTAINS 5,276 SQUARE FEET OR

0.1211 ACRES.

PARCEL 4

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 88°54'44" WEST ALONG THE MONUMENT LINE OF BUTLER DRIVE TO THE INTERSECTION OF 111TH AVENUE AND BUTLER, A DISTANCE OF 2643.54 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 197.83 FEET;

THENCE NORTH 88°54'44" EAST, A DISTANCE OF 35.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 4;

THENCE NORTH 88°54'44" EAST, A DISTANCE OF 13.59 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 88°54'44" WEST, A DISTANCE OF 13.59 FEET;

THENCE NORTH 01°05'16" WEST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 4.

THE ABOVE DESCRIBED EASEMENT PARCEL 4 CONTAINS 272 SQUARE FEET OR 0.0062 ACRES.

PARCEL 5

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 88°54'44" WEST ALONG THE MONUMENT LINE OF BUTLER DRIVE, A DISTANCE OF 2411.43 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 5;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 13.77 FEET;

THENCE SOUTH 88°54'44" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 01°05'16" WEST, A DISTANCE OF 13.77 FEET;

THENCE NORTH 88°54'44" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF

BEGINNING OF PARCEL 5.

THE ABOVE DESCRIBED EASEMENT PARCEL 5 CONTAINS 275 SQUARE FEET OR 0.0063 ACRES.

PARCEL 6

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 88°54'44" WEST ALONG THE MONUMENT LINE OF BUTLER DRIVE, A DISTANCE OF 1838.57 FEET;

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 01°05'16" EAST, A DISTANCE OF 25.40 FEET;

THENCE SOUTH 88°54'44" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 01°05'16" WEST, A DISTANCE OF 25.40 FEET;

THENCE NORTH 88°54'44" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 6.

THE ABOVE DESCRIBED EASEMENT PARCEL 6 CONTAINS 508 SQUARE FEET OR 0.0117 ACRES.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 23C

Date Prepared: June 24, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Abandonment of City Interest, Federal Patent Easement, Avenida del Sol west of 67th Avenue

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Purpose:

This is a request for City Council to authorize the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities as recorded in Docket 1809 Page 478 located south of Avenida del Sol, west of 67th Avenue; and authorize the City Clerk to record the Resolution with the Maricopa County Recorder's Office.

Background/Summary:

This request comes from KAX, LLC and Sumera Kayani who own the parcels west of the southwest corner of Avenida del Sol and 67th Avenue. The parcels are currently encumbered by a 33-foot wide patent easement for roadway and utilities that runs along the northern, western and southern boundaries of the KAX, LLC parcel and northern and the southern boundaries of the Kayani parcel. Both property owners have requested the abandonment of that portion of the easement that runs along the western and/or southern edges of their parcels to allow greater development potential.

Previous Actions:

Staff reviewed this request and has determined that the western and southern portions of the easement are no longer necessary for roadway and utilities purposes. Letters from the existing utility companies giving their consent to the abandonment have also been received by staff.

Options:

A: City Council authorizes the abandonment, removing this easement encumbrance from the property.

B: City Council denies the abandonment maintaining the current easement encumbrance on the property.

Staff's Recommendation:

Staff recommends the adoption of a Resolution declaring an emergency to abandon City interest in a portion of a federal patent easement as recorded in Maricopa County Recorder Docket Number 1809 Page 478 and authorize the City Clerk to record the Resolution.

Fiscal Analysis:

There is no fiscal impact to the City associated with this abandonment.

Narrative:

The abandonment will release this easement encumbrance from the property and allow more flexibility for future development.

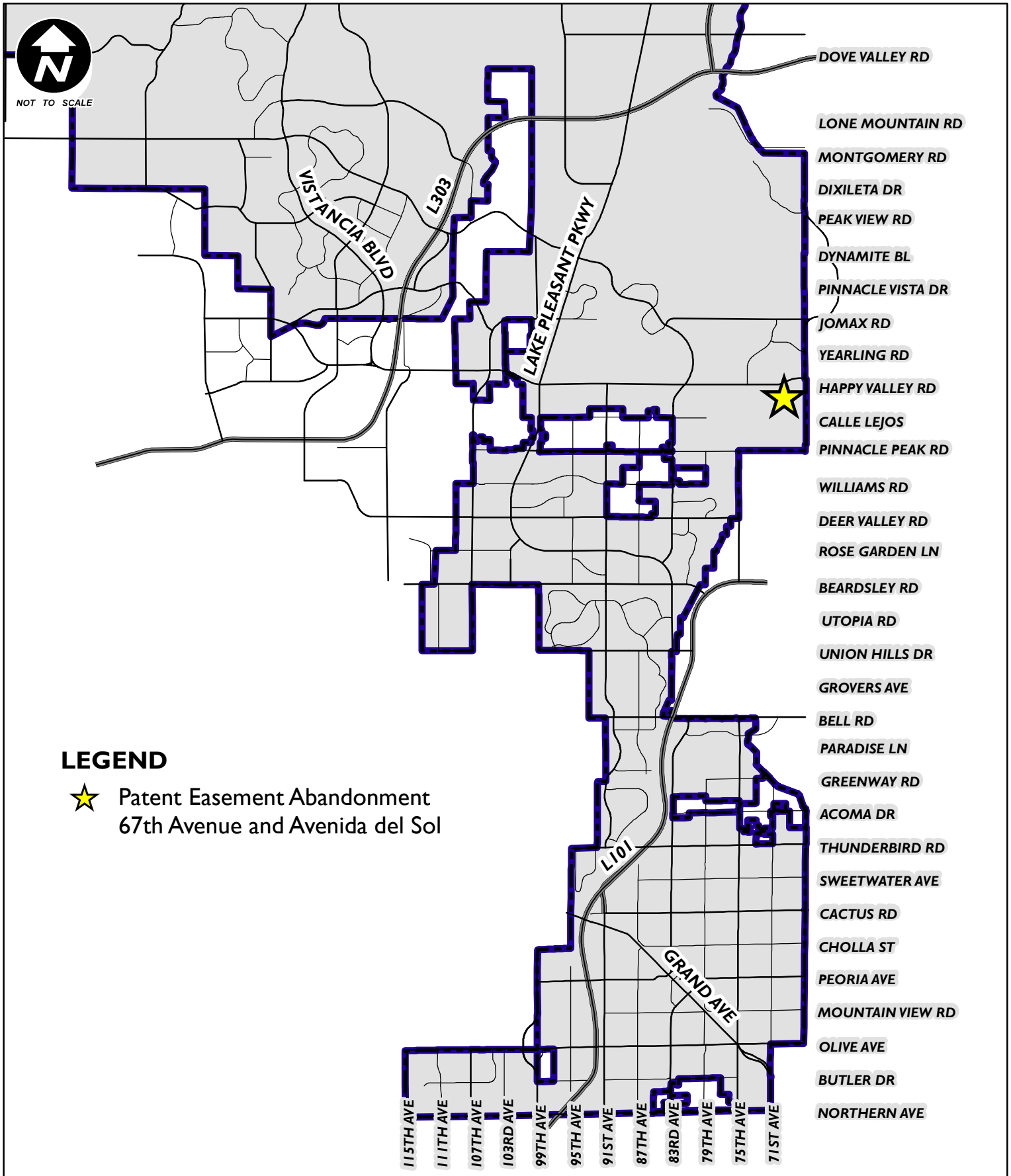
Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Resolution

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

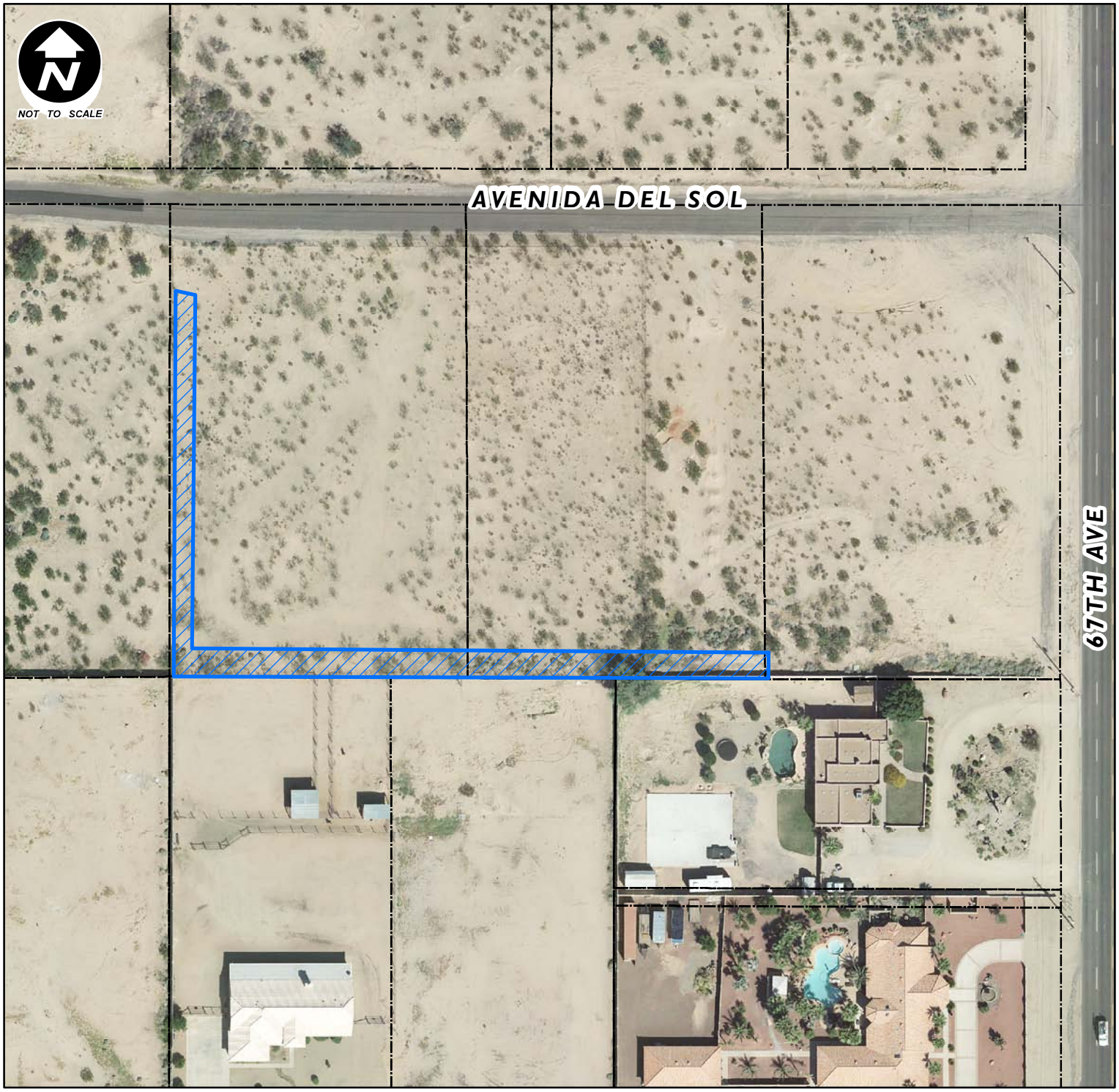
City of Peoria
ENGINEERING

Patent Easement Abandonment
67th Avenue and Avenida del Sol
Vicinity Map



City of Peoria
ENGINEERING

Patent Easement Abandonment
67th Avenue and Avenida del Sol
Location Map



LEGEND

Patent Easement Abandonment

Parcels

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria
Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Angela\Maps by William\DeerValleyRd_SouthwestGasEasement_LocationMap.mxd ENG WRB 2014-03-10

RESOLUTION NO. 2014-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN PUBLIC RIGHTS-OF-WAY RESERVED FOR THE PUBLIC BY THE UNITED STATES OF AMERICA FOR ROADWAY AND PUBLIC UTILITIES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY PUBLIC RIGHTS-OF-WAY BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-500.24, the City Council of the City of Peoria is vested with the power to determine and find that certain federal patent easements dedicated by the United States of America to public use may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-500.24, the City is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a portion of certain Patent Easement located in the City of Peoria, Maricopa County, Arizona, located south of Avenida del Sol west of 67th Avenue, and more specifically described on the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for Public Access and Public Utility purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

<u>SECTION 1.</u> That Mayor and Council find and determine that the western and southern portion of Patent Easement dedicated by the United States of America for public access and public utilities as recorded in Docket 1809 Page 478 and more specifically set forth on Exhibit “A” attached to this Resolution be and are hereby declared abandoned as provided by Chapter 4, Article 8, Title 9 of the Arizona Revised Statutes.

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

WHEREAS, the immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of City of Peoria, Arizona this 27th day of August, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

ABANDONMENT OF PATENT ROADWAY

The Westerly 33.00 feet and the Southerly 33.00 feet of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 12, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and Salt River base and Meridian, Maricopa County, Arizona.

EXCEPT the Easterly 246.17 feet thereof; And
EXCEPT the Northerly 33.00 feet thereof.

[redacted]

Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2016

Job No. 13078

Title: Legal Description

Preparing Firm: Land Survey Services PLC

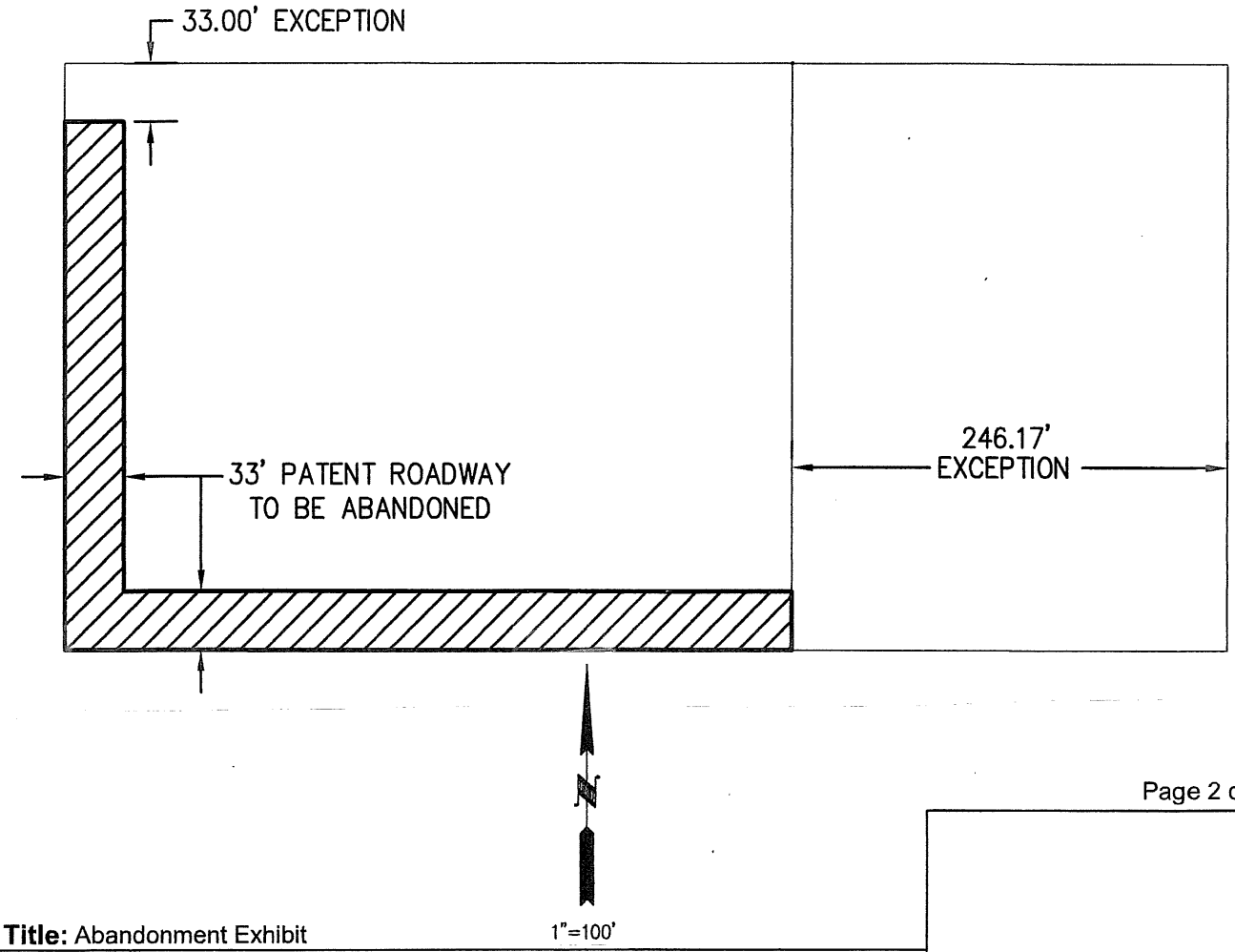
Address: 3160 N. 302nd Lane Buckeye, AZ 85396

Phone: 602-953-2740 **Fax:** 623-243-4117

EXHIBIT A

SKETCH

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



Title: Abandonment Exhibit

Preparing Firm: Land Surveying Services PLC

Address: 3160 N. 302nd Lane Buckeye, AZ 85396

Phone: 602-953-2740 **Fax:** 623-243-4117

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 24C

Date Prepared: July 30, 2014 **Council Meeting Date: August 27, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Replat, Tierra Del Rio Parcel 2, 107th Avenue and Happy Valley Parkway (Project No. R140024)**

Purpose:

This is a request for City Council to approve a Replat of Tierra Del Rio Parcel 2, located on 107th Avenue and Happy Valley Parkway, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Replat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Replat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Replat.

4. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to plat a subdivision for residential use. This development is within the City's sewer service area and Epcor's water service area. This Replat creates a total of 87

new lots within the Tierra Del Rio Community. All internal roadways are public and will be maintained by the City.

Previous Actions:

In 2007, the City Council approved the Master Replat for Tierra Del Rio (Book 949, Page 13), creating all of the individual parcels and the rights-of-way for the master subdivision. The Replats are necessary to further subdivide each parcel into individual lots, tracts, and internal roadways for development.

The Replat of Tierra Del Rio Parcel 2 is in general conformance with the Land Use Map as depicted in the PAD for Tierra Del Rio approved in 2004.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Exhibit 3: Land Use Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

RE-PLAT
OF
"TIERRA DEL RIO PARCEL 2"

A RE-SUBDIVISION OF PARCEL 2 OF TIERRA DEL RIO AS RECORDED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }SS
COUNTY OF MARICOPA }
KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR ARIZONA, INC., A DELAWARE CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "TIERRA DEL RIO PARCEL 2," A RE-SUBDIVISION OF PARCEL 2 OF TIERRA DEL RIO AS RECORDED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, 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 RE-PLAT AS AND FOR THE RE-PLAT OF SAID "TIERRA DEL RIO PARCEL 2" AND HEREBY DECLARES THAT SAID RE-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 RE-PLAT. LENNAR ARIZONA INC., AS OWNER, HEREBY DEDICATES TO THE CITY OF PEORIA, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON THIS RE-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.

LENNAR ARIZONA, INC., A DELAWARE CORPORATION, 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 COMMUNITY ASSOCIATION. LENNAR ARIZONA, INC., A DELAWARE CORPORATION, HEREBY WARRANTS TO THE CITY THE TITLE OF SAID RIGHTS-OF-WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

THAT PORTION OF HAPPY VALLEY PARKWAY PREVIOUSLY ESTABLISHED BY DOCUMENT NO. 2002-0123197 M.C.R., AZ AND AS NOTED ON SHEETS 3 AND 4 OF THIS RE-PLAT IS HEREBY ABANDONED BY THE RECORDING OF THIS RE-PLAT. THE CITY OF PEORIA HEREBY CONFIRMS, CONSENTS TO AND ACKNOWLEDGES SUCH ABANDONMENT.

TRACT "D" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF LANDSCAPE, OPEN SPACE AND RETENTION.

TRACTS "A", "B", "E" AND "F" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF DRAINAGE, LANDSCAPE AND OPEN SPACE.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "TIERRA DEL RIO" (M.C.R. BOOK 949, PAGE 13) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS PLAT, UNLESS OTHERWISE NOTED.

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

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

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

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

IN WITNESS WHEREOF:
LENNAR ARIZONA, INC., A DELAWARE CORPORATION, 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.

LENNAR ARIZONA, INC., A DELAWARE CORPORATION

BY: LENNAR ARIZONA, INC., A DELAWARE CORPORATION

BY: _____ ITS: AUTHORIZED AGENT

SURVEYOR

HILGARTWILSON
1661 E CAMELBACK RD, SUITE #275
PHOENIX, AZ 85016
PH: (602) 490-0535
FAX: (602) 325-0161
CONTACT: KIRK J. PANGUS

OWNER:

LENNAR ARIZONA, INC.
1725 W. GREENTREE DRIVE
SUITE 114
TEMPE, AZ 85284
PHONE: (480) 777-4612
CONTACT: JEFF GUNDERSON

BASIS OF BEARING

BASIS OF BEARING IS N86°37'00"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, 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 LENNAR ARIZONA, INC., A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT THEY ARE DULY AUTHORIZED, AS AN AGENT FOR LENNAR ARIZONA, INC., A DELAWARE CORPORATION, AND AS SAID AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION _____, DULY ELECTED _____ OF THE TIERRA DEL RIO-SOUTH COMMUNITY 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 TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, AND AS SUCH AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

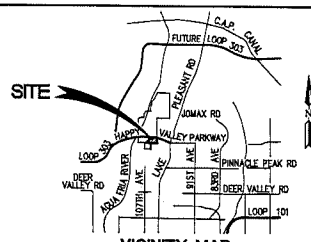
IN WITNESS WHEREOF, I SET MY HAND AND SEAL.

BY: _____
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

EPCOR WATER ARIZONA INC. APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____ 2014, BY EPCOR WATER ARIZONA INC.

APPROVED _____ DATE _____



VICINITY MAP

N.T.S.

NOTES

1. THIS PLAT IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID) #1172, A STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1101, AND A MASTER (MID) #1082.
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 TIERRA DEL RIO-SOUTH COMMUNITY 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 EPCOR 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. HAPPY VALLEY PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS PLAT IS LOCATED WITHIN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. TIERRA DEL RIO-SOUTH COMMUNITY 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.
14. LOW LEVEL ACCENT LIGHTING WILL BE PROVIDED BETWEEN LOTS 33 AND 34 AS AN APPROVED MITIGATION MEASURE PER PEORIA DESIGN STANDARDS.
15. VIEW FENCING TO BE PROVIDED ALONG REAR LOT LINES OF LOTS 42-45.
16. LOTS AT T-INTERSECTIONS WILL REQUIRE THE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC AS A MITIGATION MEASURE (SECTION 20-78-3.II.A OF THE DESIGN REVIEW MANUAL), TO INCLUDE LOT 4, 5, 28, 29.
17. ALL STRUCTURES ARE TO BE FIRE-SPRINKLERED.

FLOOD PLAIN DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN ZONE X AS SHOWN ON THE FEMA LETTER OF MAP REVISION TO MAP NUMBER 04013C1160H, REVISED TO REFLECT LOMR EFFECTIVE DATE: JANUARY 3, 2013.

ASSURED WATER SUPPLY

THE SUBDIVISION IS LOCATED WITHIN THE EPCOR WATER COMPANY SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY PER CERTIFICATION NUMBER 27-700804.000.

SHEET INDEX

RP01	COVER SHEET
RP02	LEGAL DESCRIPTION, DETAILS, INDEX MAP, & LOT/TRACT TABLE
RP03-RP06	RE-PLAT

ZONING DESIGNATION

PAD (204-34A.10)
PRELIMINARY PLAT (P13-0015)

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. PANGUS, 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 JANUARY, 2014; 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.

BY:
KIRK J. PANGUS
RLS# 19344
HILGARTWILSON
1661 E. CAMELBACK ROAD, SUITE 275
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com

[redacted]

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. R140024
COUNTY RECORDER

U:\1200\1244\SURVEY\DOCS_Parcel2\1244 PRCEL 2 RP01.dwg 7/24/2014 2:43 PM

HILGARTWILSON
ENGINEERS / PLANNERS / SURVEYORS / ADVISORS
214 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.363.2456
PHOENIX, AZ 85016

TIERRA DEL RIO - PARCEL 2
HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

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PROJ. NO.:1244
STATUS:
DATE: JULY 2014
MUNICIPAL TRACKING NO:
SCALE: NONE
DRAWN: DSP/JDL
APPROVED: KJP

DWG. NO.
RP01

SHT. 1 OF 6

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, INCLUDING PARCEL 2 OF "REPLAT OF TIERRA DEL RIO", AS FILED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 2002-123197, RECORDS OF MARICOPA COUNTY, ARIZONA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A GLO STONE MONUMENT ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 5 FROM WHICH A 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP, RLS #18344, ACCEPTED AT THE SOUTHWEST CORNER OF SAID SECTION 5 BEARS NORTH 86°37'00" WEST, 2624.42 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 86°37'00" WEST, 1312.21 FEET;

THENCE, LEAVING SAID SOUTH LINE, NORTH 55°42'03" WEST, 210.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 107TH AVENUE AS RECORDED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA AND TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1508.57 FEET, THE CENTER OF WHICH BEARS NORTH 50°46'13" WEST;

THENCE, NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 01°31'24", AN ARC LENGTH OF 40.11 FEET TO A POINT OF NON-TANGENCY, POINT ALSO BEING ON THE SOUTHERLY LINE OF TRACT D AS RECORDED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 55°42'03" EAST, 137.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT D;

THENCE, ALONG SAID EASTERLY LINE, NORTH 34°17'57" EAST, 120.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT D;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 55°42'03" WEST, 134.69 FEET TO SAID EAST RIGHT-OF-WAY LINE OF 107TH AVENUE, TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1508.57 FEET, THE CENTER OF WHICH BEARS NORTH 56°51'11" WEST;

THENCE, NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 06°46'07", AN ARC LENGTH OF 178.21 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 800.00 FEET;

THENCE, CONTINUING NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 03°33'43", AN ARC LENGTH OF 49.73 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET;

THENCE, CONTINUING NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 11°00'49", AN ARC LENGTH OF 160.76 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1518.57 FEET;

THENCE, CONTINUING NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 07°09'52", AN ARC LENGTH OF 189.89 FEET TO A POINT OF TANGENCY;

THENCE, NORTH 11°15'43" EAST, 113.61 FEET, TO THE SOUTHERLY OF THE PROPERTY DESCRIBED IN SAID DOCUMENT NO. 2002-123197;

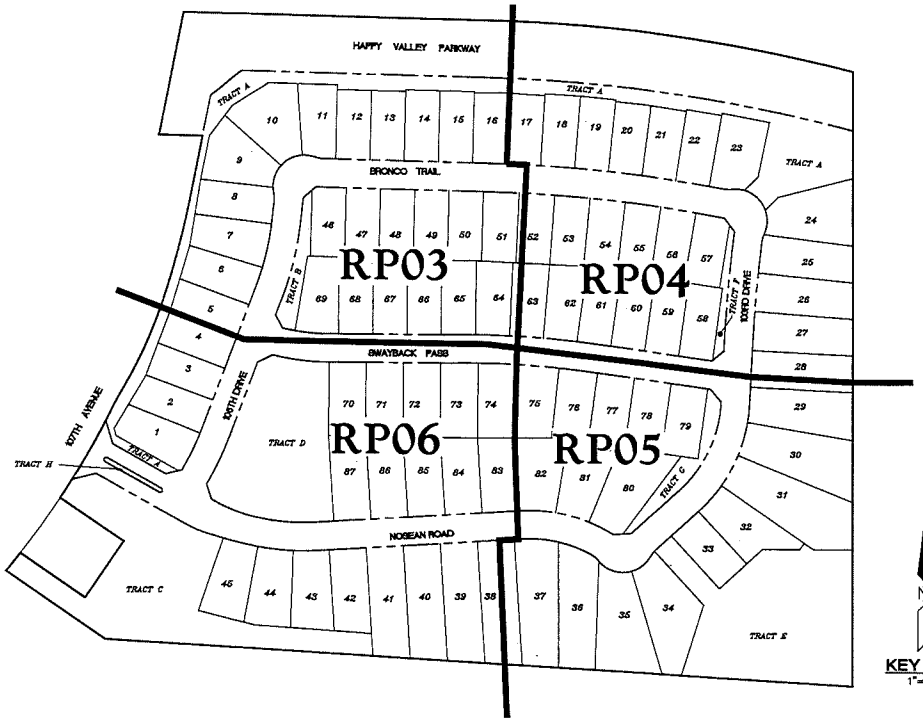
THENCE LEAVING SAID EAST RIGHT-OF-WAY AND ALONG SAID SOUTHERLY LINE, NORTH 88°43'04" WEST, 76.15 FEET, TO THE CENTERLINE OF SAID 107TH AVENUE;

THENCE LEAVING SAID SOUTHERLY LINE AND ALONG SAID CENTERLINE AND THE NORTHERLY PROLONGATION THEREOF, NORTH 11°15'43" EAST, 219.32 FEET, TO THE CENTERLINE OF HAPPY VALLEY PARKWAY;

THENCE LEAVING SAID NORTHERLY PROLONGATION AND ALONG LAST SAID CENTERLINE, SOUTH 88°43'04" EAST, 533.44 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2,900.00 FEET;

THENCE CONTINUING ALONG THE CENTERLINE OF SAID HAPPY VALLEY PARKWAY AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°47'27", AN ARC LENGTH OF 647.40 FEET TO A POINT OF NON-TANGENCY, BEING ON THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE, LEAVING SAID CENTERLINE AND ALONG SAID EAST LINE, SOUTH 00°01'15" EAST, 1,083.39 FEET TO THE POINT OF BEGINNING.



KEY MAP
1"=100'

LOT TABLE		LOT TABLE	
LOT #	AREA (SQ.FT)	LOT #	AREA (SQ.FT)
LOT : 1	9298	LOT : 45	9690
LOT : 2	7967	LOT : 46	7300
LOT : 3	7500	LOT : 47	7320
LOT : 4	7500	LOT : 48	7320
LOT : 5	7828	LOT : 49	7320
LOT : 6	8812	LOT : 50	7320
LOT : 7	9061	LOT : 51	7524
LOT : 8	8369	LOT : 52	7467
LOT : 9	10597	LOT : 53	7385
LOT : 10	12467	LOT : 54	7405
LOT : 11	8188	LOT : 55	7527
LOT : 12	7320	LOT : 56	7563
LOT : 13	7320	LOT : 57	7637
LOT : 14	7500	LOT : 58	7794
LOT : 15	7500	LOT : 59	7857
LOT : 16	7479	LOT : 60	7920
LOT : 17	7533	LOT : 61	7983
LOT : 18	7720	LOT : 62	8276
LOT : 19	7720	LOT : 63	8048
LOT : 20	7533	LOT : 64	8051
LOT : 21	7526	LOT : 65	7908
LOT : 22	7699	LOT : 66	7954
LOT : 23	10295	LOT : 67	8031
LOT : 24	13460	LOT : 68	8109
LOT : 25	10761	LOT : 69	8899
LOT : 26	11283	LOT : 70	8488
LOT : 27	11628	LOT : 71	8534
LOT : 28	11555	LOT : 72	8582
LOT : 29	13371	LOT : 73	8704
LOT : 30	16540	LOT : 74	8987
LOT : 31	19958	LOT : 75	8588
LOT : 32	9634	LOT : 76	8295
LOT : 33	8125	LOT : 77	8125
LOT : 34	15221	LOT : 78	8125
LOT : 35	15652	LOT : 79	8125
LOT : 36	14267	LOT : 80	12924
LOT : 37	15736	LOT : 81	10186
LOT : 38	14176	LOT : 82	10172
LOT : 39	13662	LOT : 83	8493
LOT : 40	13148	LOT : 84	8767
LOT : 41	12635	LOT : 85	9081
LOT : 42	9513	LOT : 86	9395
LOT : 43	9569	LOT : 87	9752
LOT : 44	9776		

TOTAL LOT AREA = 819,026 S.F. OR 18.802 ACRES

TRACT AREA =	258,158.76 S.F.
LOT AREA =	819,026.34 S.F.
RIGHT-OF-WAY =	327,987.01 S.F.
GROSS AREA =	1,405,172.11 S.F.
NET AREA =	1,076,284.51 S.F.

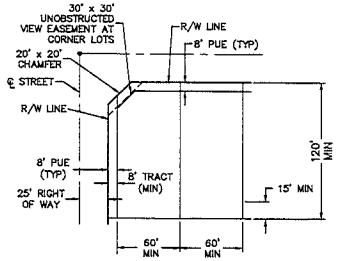
THE AREA OF THE RIGHT-OF-WAY ABANDONMENT AS SHOWN ON SHEETS 3 AND 4 OF THIS SURVEY IS 130,891 S.F. OR 3.0048 AC. MORE OR LESS.

UTILITY COMPANIES:

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

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.3380	DRAINAGE, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, GAS EASEMENT, EMERGENCY ACCESS EASMENT & WATER EASEMENT
TRACT B	0.1369	DRAINAGE, LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT C	1.5725	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT & WATER EASEMENT
TRACT D	1.1276	RETENTION, LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT E	1.4937	RETENTION, LANDSCAPE, NATURAL, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT F	0.0667	RETENTION, LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT G	0.1702	RETENTION, LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT H	0.0207	LANDSCAPE, OPEN SPACE & PUBLIC UTILITY EASEMENT

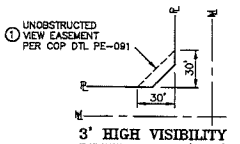
THE USES AND/OR EASEMENTS SHOWN IN THIS TRACT TABLE ARE BLANKET AND COVER THE ENTIRE TRACT. SEWER, WATER AND TRAIL EASEMENTS AFFECT ONLY PORTIONS OF THE ABOVE LISTED TRACTS AND ARE AS SHOWN ON THE VARIOUS PLAT SHEETS.



PARCEL 2
TYPICAL LOT DETAIL PAD
SCALE: NTS
** SEE NOTES ON PAD COMPARISON CHART

BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING.

UNOBSTRUCTED VIEW EASEMENT



3' HIGH VISIBILITY RESTRICTION (TYP)
NTS

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS

NO. R140024
COUNTY RECORDER

40 20 0 40 80
SCALE FEET

HILGARTWILSON
HIGHWAY PLANT UTILITY PARKS
2141 E. HIGHLAND AVE., STE. 250 ph: 602.490.0535 / fx: 602.368.2436
PHOENIX, AZ 85016

TIERRA DEL RIO - PARCEL 2
HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA
RE-PLAT

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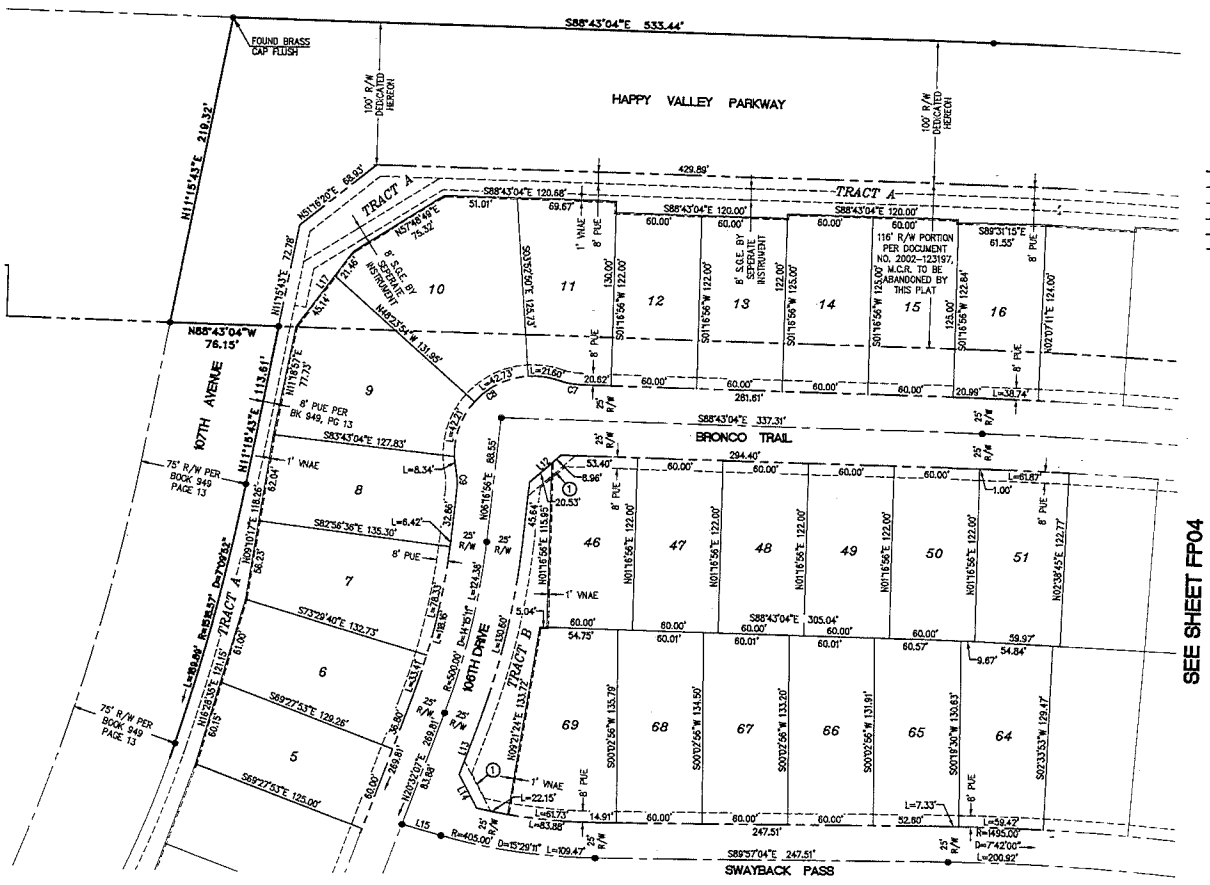
PROJ. NO.:1244
DATE: JULY 2014
SCALE: NONE
DRAWN: DSP/JDL
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
RP02
SHT. 2 OF 6

I:\1200\1244\SURVEY\DWGS_Parcel2\1244 PRCL 2 FP02.dwg 7/24/2014 2:49 PM



LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
⊗	FOUND BRASS CAP FLUSH
■	SET MAG STD DTL 120-1 TYPE "A"
●	SET MAG STD DTL 120-1 TYPE "B" AT STREET ℄'S
●	SET MAG STD DTL 120-1 TYPE "C" AT PLAT BOUNDARY CORNERS
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT LINE
	PARCEL LINE
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
S.G.E.	SOUTHWEST GAS EASEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
W.E.	WATER 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
①	UNOBSTRUCTED VIEW EASEMENT (30'X30')(TYP.)

[redacted]

NO. R140024

COUNTY RECORDER

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ENGINEERS | PLANNERS | SURVEYORS | MANAGERS
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PHOENIX, AZ 85016
www.hilgartwilson.com

TIERRA DEL RIO - PARCEL 2

HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

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PROJ. NO.: 1244
STATUS:
DATE: JULY 2014
SCALE: 1"=40'
MUNICIPAL TRACKING NO:
DRAWN: DSP/JDL
APPROVED: KJP

DWG. NO.
RP03

SHT. 3 OF 6

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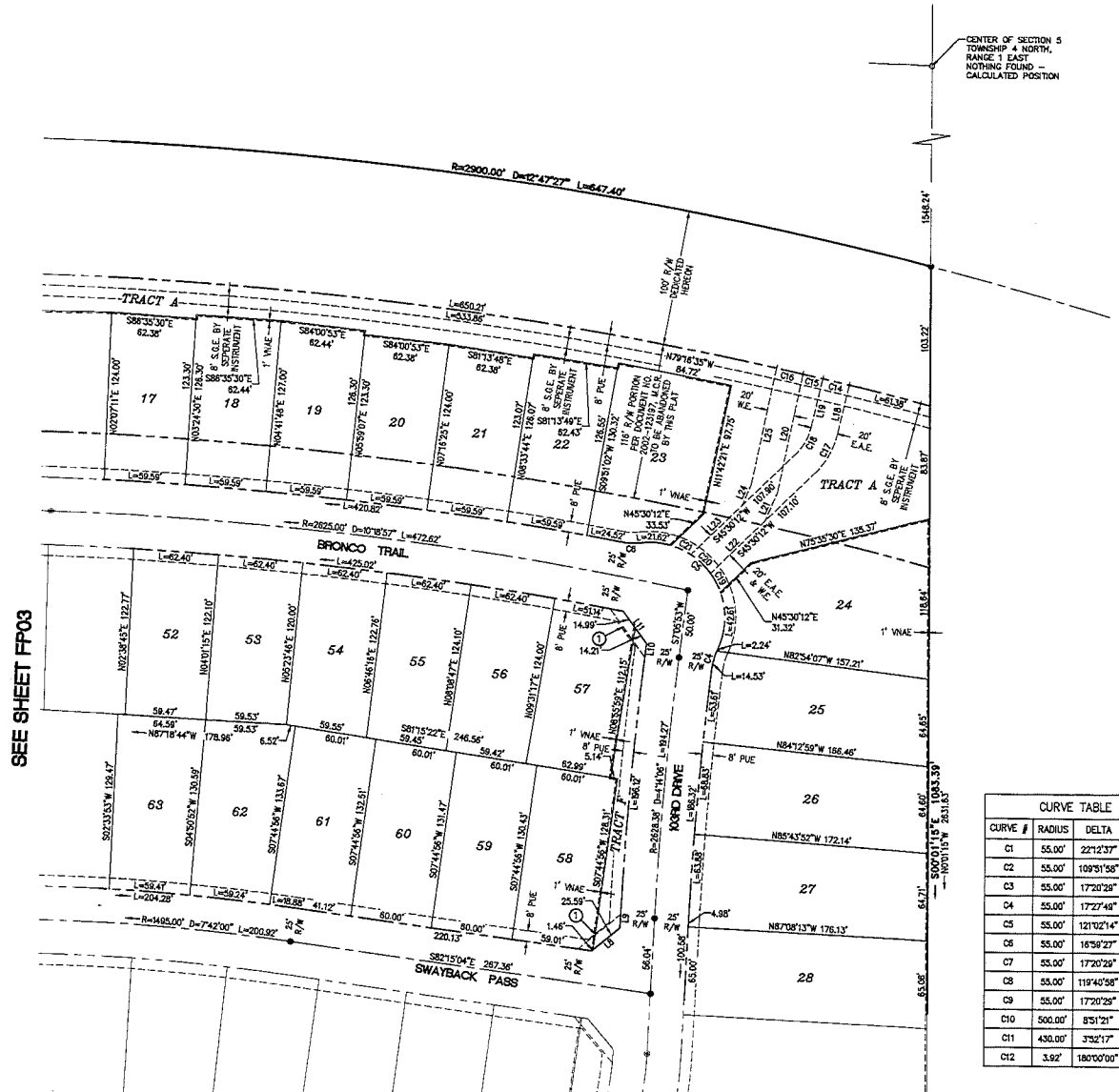

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
▣	SET MAG STD DTL 120–1 TYPE "A"
●	SET MAG STD DTL 120–1 TYPE "B" AT STREET ℄'S
●	SET MAG STD DTL 120–1 TYPE "C" AT PLAT BOUNDARY CORNERS
———	BOUNDARY LINE
— — —	SECTION LINE
— · —	CENTER LINE
— · —	RIGHT OF WAY
- - -	EASEMENT LINE
———	PARCEL LINE
R/W	RIGHT–OF–WAY
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICLE NON–ACCESS EASEMENT
S.G.E.	SOUTHWEST GAS EASEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
W.E.	WATER 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
①	UNOBSTRUCTED VIEW EASEMENT (30'X30')(TYP.)

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N75°49'04"E	29.25'	L18	S13°07'36"W	37.27'
L2	S29°23'28"W	58.60'	L19	S13°07'36"W	37.27'
L3	N16°46'00"W	27.70'	L20	N11°45'12"E	89.90'
L4	S29°23'28"W	8.56'	L21	N23°00'12"E	23.05'
L5	N85°49'14"E	31.32'	L22	S45°30'12"W	55.86'
L6	S02°51'47"W	1.58'	L23	N45°30'12"E	52.68'
L7	S39°41'38"E	29.46'	L24	N23°00'12"E	17.10'
L8	N50°18'22"E	27.05'	L25	N11°45'12"E	88.16'
L9	S02°51'47"W	8.82'	L26	S80°36'32"E	1.35'
L10	S07°05'53"W	6.79'	L27	S29°23'28"W	47.85'
L11	N36°01'00"W	29.20'	L28	S75°17'09"W	21.49'
L12	S48°46'56"W	29.49'	L29	N58°03'03"W	10.44'
L13	N20°32'07"E	36.59'	L30	N58°03'03"W	1.62'
L14	S27°37'58"E	28.68'	L31	S75°17'09"W	4.40'
L15	S74°27'53"E	28.46'	L32	S29°23'28"W	21.28'
L16	N62°41'15"E	29.65'	L33	S75°14'44"W	25.99'
L17	S38°40'55"W	45.14'			

CURVE TABLE				CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	55.00'	22°12'37"	21.32'	C13	3.92'	180°00'00"	12.32'
C2	55.00'	109°51'58"	105.46'	C14	2800.00'	0°24'33"	20.00'
C3	55.00'	17°20'29"	16.65'	C15	2800.00'	0°18'23"	14.97'
C4	55.00'	17°27'49"	16.76'	C16	2800.00'	0°24'33"	20.00'
C5	55.00'	121°02'14"	116.19'	C17	60.00'	32°22'35"	33.90'
C6	55.00'	16°59'27"	16.31'	C18	40.00'	32°22'35"	22.60'
C7	55.00'	17°20'29"	16.65'	C19	55.00'	16°20'28"	15.69'
C8	55.00'	119°40'58"	114.89'	C20	55.00'	20°58'06"	20.13'
C9	55.00'	17°20'29"	16.65'	C21	55.00'	16°49'09"	16.15'
C10	500.00'	8°51'21"	77.28'	C22	1516.57'	0°16'16"	7.18'
C11	430.00'	3°32'17"	29.05'	C23	1516.57'	0°45'20"	20.00'
C12	3.92'	180°00'00"	12.32'				

[redacted]

NO. R140024
COUNTY RECORDER

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HILGARTWILSON
HILGARTWILSON & ASSOCIATES
2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016

TIERRA DEL RIO – PARCEL 2

HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE–PLAT

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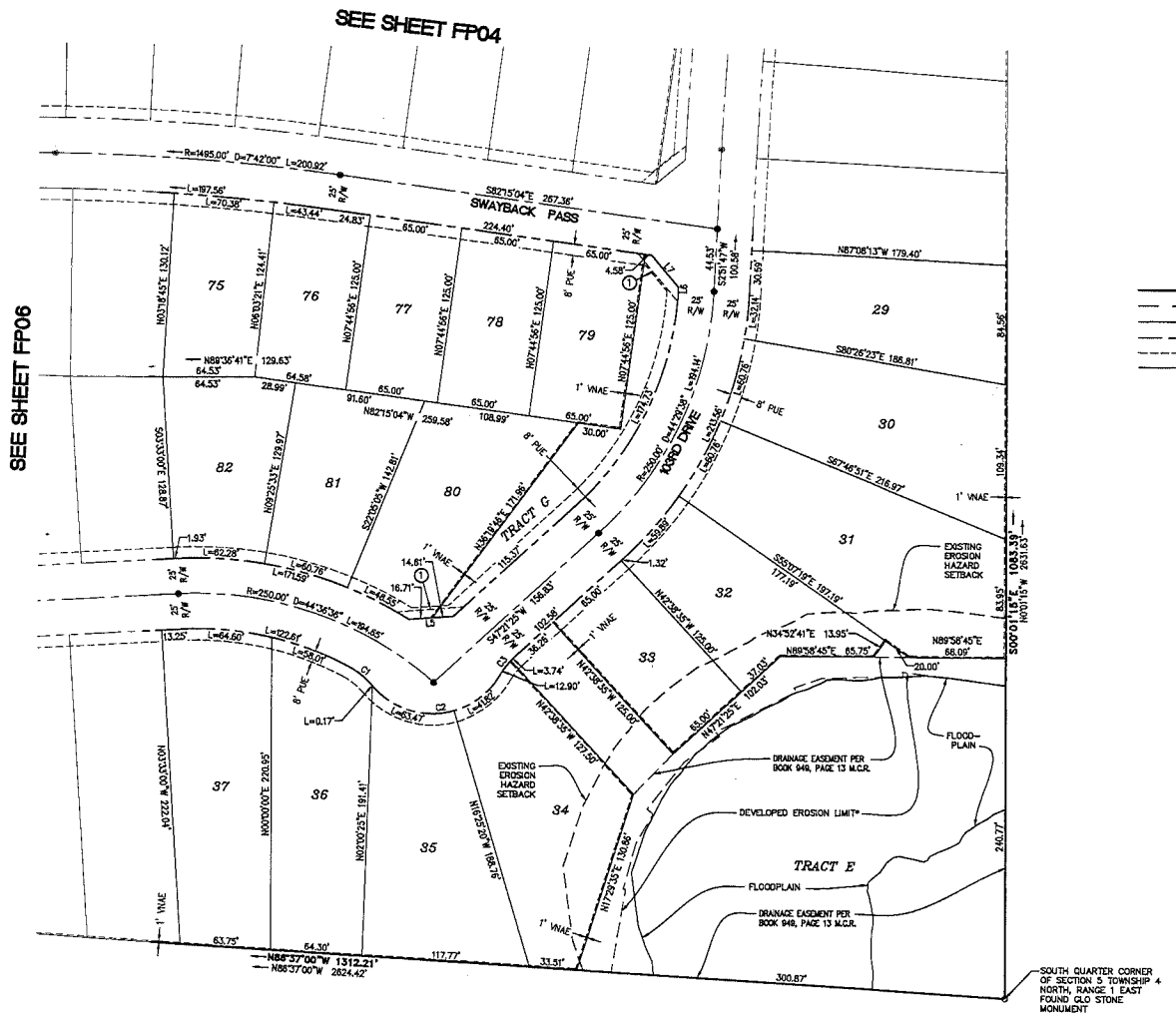
PROJ. NO.:1244
STATUS:
DATE: JULY 2014
SCALE: 1"=40'
MUNICIPAL TRACKING NO:
DRAWN: DSP/JDL
APPROVED: KJP

DWG. NO.
RP04

SHT. 4 OF 6



LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
■	SET MAG STD DTL 120-1 TYPE "A"
●	SET MAG STD DTL 120-1 TYPE "B" AT STREET ℄'S
●	SET MAG STD DTL 120-1 TYPE "C" AT PLAT BOUNDARY CORNERS
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— — —	RIGHT OF WAY
— — —	EASEMENT LINE
———	PARCEL LINE
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
S.G.E.	SOUTHWEST GAS EASEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
W.E.	WATER 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
①	UNOBSTRUCTED VIEW EASEMENT (30'X30')(TYP.)

*DEVELOPED EROSION LIMIT WILL BE EFFECTIVE UPON COMPLETION OF IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION AS SHOWN ON THE GRADING AND DRAINAGE PLANS BY HILGARTWILSON (JOB NO. 1244) AND C.O.P. (#140024). THE EXISTING EROSION HAZARD SETBACK WILL NO LONGER BE EFFECTIVE AT SUCH TIME. NO STRUCTURES SHALL BE CONSTRUCTED SOUTH AND EAST OF THE DEVELOPED EROSION LIMIT.

NOTE - SEE SHEET 4 FOR LINE & CURVE TABLES

NO. R140024
COUNTY RECORDER

40 20 0 40 80
SCALE FEET

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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TIERRA DEL RIO - PARCEL 2

HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

STATUS:
MUNICIPAL TRACKING NO:

PROJ. NO.: 1244
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DWG. NO.
RP05

SHT. 5 OF 6

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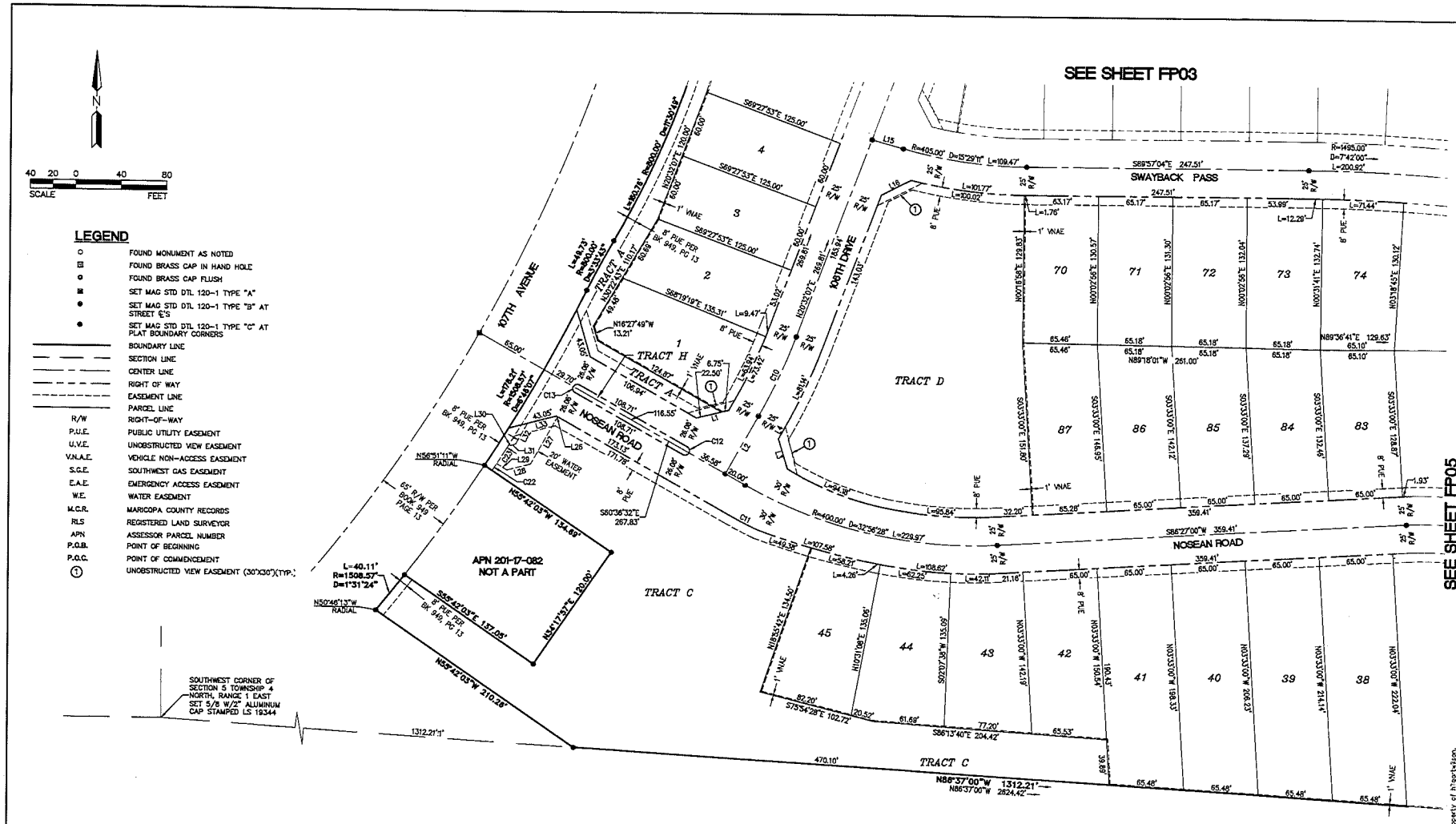

40 20 0 40 80
SCALE FEET

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET MAG STD DTL 120-1 TYPE "A"
- SET MAG STD DTL 120-1 TYPE "B" AT STREET ℄'S
- SET MAG STD DTL 120-1 TYPE "C" AT PLAT BOUNDARY CORNERS
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT LINE
- PARCEL LINE
- R/W — RIGHT-OF-WAY
- P.U.E. — PUBLIC UTILITY EASEMENT
- U.V.E. — UNOBSTRUCTED VIEW EASEMENT
- V.N.A.E. — VEHICLE NON-ACCESS EASEMENT
- S.G.E. — SOUTHWEST GAS EASEMENT
- E.A.E. — EMERGENCY ACCESS EASEMENT
- W.E. — WATER 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
- (1) — UNOBSTRUCTED VIEW EASEMENT (30'X30')(TYP.)

NO. R140024
COUNTY RECORDER

[redacted]

HILGARTWILSON
ENGINEERS · PLANNERS · SURVEYORS · MANAGERS
2141 E. HIGHLAND AVE., STE. 250 Ph. 602.490.0535 / F. 602.265.7265
PHOENIX, AZ 85016

TIERRA DEL RIO - PARCEL 2

HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

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PROJ. NO.: 1244
STATUS:
DATE: JULY 2014
SCALE: 1"=40'
MUNICIPAL TRACKING NO:
DRAWN: DSP/JDL
APPROVED: KJP

DWG. NO.
RP06

SHT. 6 OF 6

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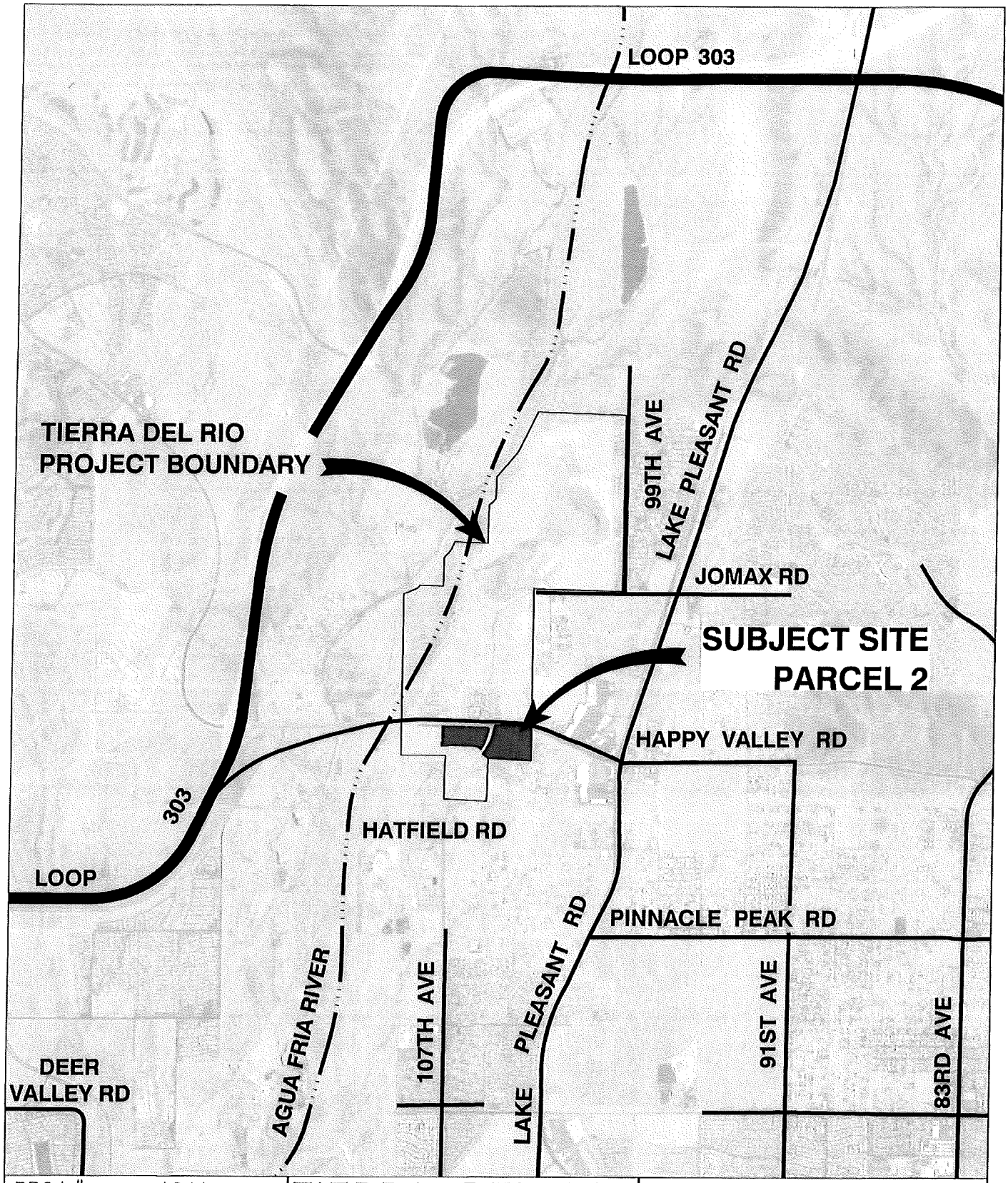


PROJ.#:	1244
DATE:	MAR 2014
SCALE:	N.T.S.
DRAWN BY:	TQ
CHECKED BY:	AT

TIERRA DEL RIO
PARCEL 2
PEORIA, ARIZONA

FIG 1: VICINITY MAP

HILGARTWILSON
1661 E. CAMELBACK RD., STE. 275
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.325.0161

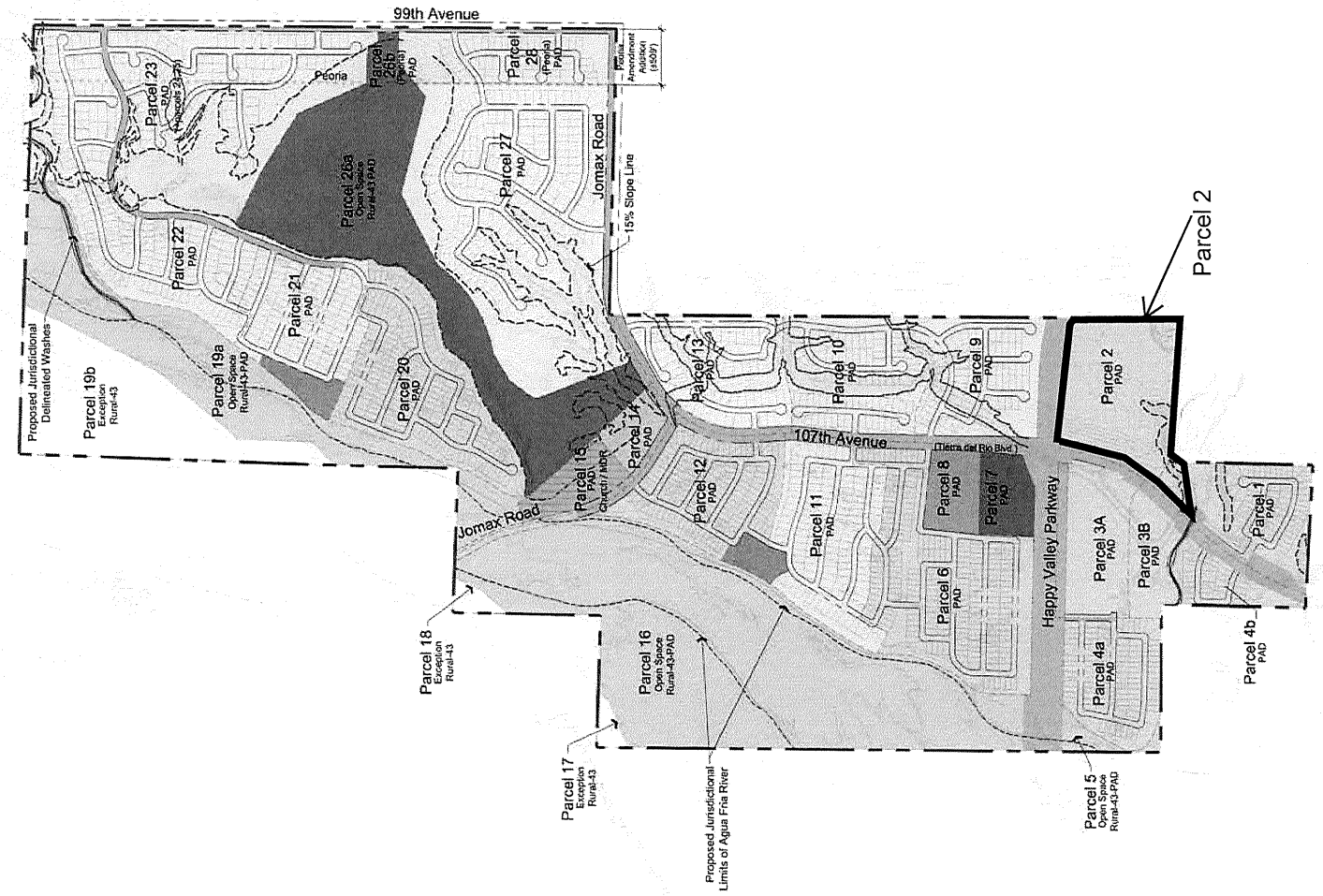
U:\1200\1244\1244.03 - Lennar\REPORTS\Final Drainage\Parcel 2\Exhibits\1244-FIG 1-P2-VIC-MP.dwg 3/18/2014 3:22 PM

Tierra del Rio

Peoria, Arizona PAD Amendment

PAD Z 04-34.A.1
Conceptual Land Plan

Figure 2



NORTH SCALE: 1" = 1,000'

0 500' 1,000' 2,000'

Legend

- Project Boundary
- Parcel Boundary
- Proposed JD Washes
- Proposed JD Limits of Agua Fria River
- Peoria Amendment Add Parcels 25, 26b, 28
- Area above 15% slope line subject to hillside regulations.
- Proposed area above 15% slope line not subject to hillside regulations due to isolation and scarring (see Figure 4).

Single Family Residential

- PAD (75' min. lot width), Parcels 23, 24, 25
- PAD (65' min. lot width), Parcels 13, 27
- PAD (55' min. lot width), Parcels 9, 10, 11, 21, 22, 28
- PAD (45' min. lot width), Parcels 1, 2, 3a, 3b, 4a, 4b, 6, 12, 20

Multi-Family Residential

- PAD Medium Density Residential, Parcels 8, 15
- PAD High Density Density Residential, Parcel 7

Commercial

- PAD Neighborhood Commercial, Parcel 14

Open Space

- Neighborhood Parks
- Open Space - Mountain
- Open Space - Rivers / Washes

Civic

- Proposed Church Sites (PAD), Parcel 15

April 2013
Project Number: 1244.03
Project Manager: Zach Hilgart
Designed By:
Graphics By:
Drawn By: CK

Original: Peoria Dec 2004
Amendment: Dec 2004
Amendment: April 2013

HILGARTWILSON

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 25C

Date Prepared: July 30, 2014 **Council Meeting Date: August 27, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Replat, Tierra Del Rio Parcel 3, 107th Avenue and Happy Valley Parkway (Project No. R140026)**

Purpose:

This is a request for City Council to approve a Replat of Tierra Del Rio Parcel 3, located on 107th Avenue and Happy Valley Parkway, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Replat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Replat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Replat.

4. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to plat a subdivision for residential use. This development is within the City's sewer service area and Epcor's water service area. This Replat creates a total of 75

new lots within the Tierra Del Rio Community. All internal roadways are public and will be maintained by the City.

Previous Actions:

In 2007, the City Council approved the Master Replat for Tierra Del Rio (Book 949, Page 13), creating all of the individual parcels and the rights-of-way for the master subdivision. The Replats are necessary to further subdivide each parcel into individual lots, tracts, and internal roadways for development.

The Replat of Tierra Del Rio Parcel 3 is in general conformance with the Land Use Map as depicted in the PAD for Tierra Del Rio approved in 2004.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Exhibit 3: Land Use Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

RE-PLAT
OF
"TIERRA DEL RIO PARCEL 3"

A RE-SUBDIVISION OF PARCEL 3 OF THE REPLAT OF "TIERRA DEL RIO" AS RECORDED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }SS
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR ARIZONA, INC., A DELAWARE CORPORATION AND TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME "TIERRA DEL RIO PARCEL 3", A RE-SUBDIVISION OF PARCEL 3 OF TIERRA DEL RIO AS RECORDED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, 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 RE-PLAT AS AND FOR THE RE-PLAT OF SAID "TIERRA DEL RIO PARCEL 3" AND HEREBY DECLARES THAT SAID RE-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 RE-PLAT. LENNAR ARIZONA INC., AND TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP AS OWNERS, HEREBY DEDICATES TO THE CITY OF PEORIA, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON THIS RE-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.

LENNAR ARIZONA, INC., A DELAWARE CORPORATION AND TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP AS OWNERS, 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 TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION. LENNAR ARIZONA, INC., A DELAWARE CORPORATION, HEREBY WARRANTS TO THE CITY THE TITLE OF SAID RIGHTS-OF-WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

THAT PORTION OF HAPPY VALLEY PARKWAY PREVIOUSLY ESTABLISHED BY DOCUMENT NO. 2002-0123197 M.C.R., AZ. AND AS NOTED ON SHEETS 3 AND 4 OF THIS RE-PLAT IS HEREBY ABANDONED BY THE RECORDING OF THIS RE-PLAT. THE CITY OF PEORIA HEREBY CONFIRMS, CONSENTS TO AND ACKNOWLEDGES SUCH ABANDONMENT.

TRACT "A", "B" AND D" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT AND RETENTION.

TRACT "C" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF DRAINAGE, LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT.

TRACTS "E" AND "F" SHALL BE RETAINED BY THE DECLARANT FOR FUTURE CONVEYANCE TO THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION FOR THE PURPOSE OF DRAINAGE, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, AWW EASEMENT, SEWER EASEMENT, ACCESS EASEMENT AND ELECTRICAL EASEMENT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "TIERRA DEL RIO" (M.C.R. BOOK 949, PAGE 13) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT, UNLESS OTHERWISE NOTED.

TRACTS "A" THROUGH "E" INCLUSIVE ARE TO BE OWNED AND MAINTAINED BY THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION.

TRACT "F" IS OWNED AND MAINTAINED BY TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP AND IS FOR FUTURE DEVELOPMENT.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS "A" THROUGH "E" INCLUSIVE. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE TIERRA DEL RIO-SOUTH COMMUNITY 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.

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

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

IN WITNESS WHEREOF:
LENNAR ARIZONA, INC., A DELAWARE CORPORATION, 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.

LENNAR ARIZONA, INC., A DELAWARE CORPORATION

BY: LENNAR ARIZONA, INC., A DELAWARE CORPORATION

ITS: MANAGER

BY: ____________ ITS: AUTHORIZED AGENT

IN WITNESS WHEREOF:
TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP, 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.

TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP

BY: TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP

ITS: MANAGER

BY: ____________ ITS: AUTHORIZED AGENT

SURVEYOR

HILGARTWILSON
1661 E CAMELBACK RD, SUITE #275
PHOENIX, AZ 85016
PH: (602) 490-0535
FAX: (602) 325-0161
CONTACT: KIRK J. PANGUS

OWNER:

LENNAR ARIZONA, INC.
1725 W. GREENTREE DRIVE
SUITE 114
TEMPE, AZ 85284
PHONE: (480) 777-4612
CONTACT: JEFF GUNDERSON

OWNER:

TDR PEORIA, LP
7595 E. McDONALD DRIVE
SUITE 130
SCOTSDALE, AZ 85250
PHONE: (480) 947-3100
CONTACT: MICHAEL MERRIMAN

BASIS OF BEARING

BASIS OF BEARING IS N86°37'00"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, 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 LENNAR ARIZONA, INC., A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT THEY ARE DULY AUTHORIZED, AS AN AGENT FOR LENNAR ARIZONA, INC., A DELAWARE CORPORATION, AND AS SAID AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

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

BY: ____________
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

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 TDR PEORIA LP, AN ARIZONA LIMITED PARTNERSHIP 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

TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION ____________, DULY ELECTED ____________ OF THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: ____________, ITS: ____________

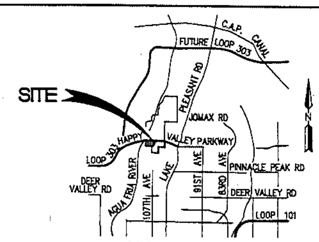
ACKNOWLEDGMENT

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 TIERRA DEL RIO-SOUTH COMMUNITY 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



VICINITY MAP
N.T.S.

NOTES

1. THIS RE-PLAT IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID) #1173, A STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1102, AND A MASTER (MID) #1062.
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 TIERRA DEL RIO-SOUTH COMMUNITY 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 EPCOR WATER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
9. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
10. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A DESIGNATED TRUCK ROUTE. HAPPY VALLEY PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. TIERRA DEL RIO-SOUTH COMMUNITY 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.
14. LOW LEVEL ACCENT LIGHTING WILL BE PROVIDED IN TRACT E AS AN APPROVED MITIGATION MEASURE PER PEORIA DESIGN STANDARDS.
15. LOTS AT T-INTERSECTIONS WILL REQUIRE THE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC AS A MITIGATION MEASURE (SECTION 20-78-3.IIA OF THE DESIGN REVIEW MANUAL), TO INCLUDE LOT 4, 5, 28, 29.
16. ALL STRUCTURES ARE TO BE FIRE-SPRINKLERED.

FLOOD PLAIN DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE X AS SHOWN ON THE FEMA LETTER OF MAP REVISION TO MAP NUMBER 04013C1235L, REVISED TO REFLECT LOMR EFFECTIVE DATE: JANUARY 21, 2014. A PORTION OF TRACT F LIES WITHIN ZONE AE.

SHEET INDEX

RP01	COVER SHEET
RP02	LEGAL DESCRIPTION, DETAILS, INDEX MAP, & LOT/TRACT TABLE
RP03-RP04	RE-PLAT

ASSURED WATER SUPPLY

THE SUBDIVISION IS LOCATED WITHIN THE EPCOR WATER COMPANY SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY PER CERTIFICATE NUMBER 27-700804.0000.

ZONING DESIGNATION

PAD (204-34A.10)
PRELIMINARY PLAT (P13-0015)

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. PANGUS, 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 MARCH, 2014; 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. PANGUS
RLS# 19344
HILGARTWILSON
1661 E. CAMELBACK ROAD, SUITE 275
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@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. R140026

COUNTY RECORDER

REV.:

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

TIERRA DEL RIO - PARCEL 3
S.W.C. OF HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

HILGARTWILSON
PROJ NO.: 1244
DATE: JULY 2014
SCALE: NONE
DRAWN: JDL
DESIGNED: HW
APPROVED: KJP
DWG. NO. RP01
SHT. 1 OF 6

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LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, INCLUDING PARCEL 3 OF "RE-PLAT OF TIERRA DEL RIO", AS FILED IN BOOK 949, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 2002-123197, RECORDS OF MARICOPA COUNTY, ARIZONA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8 INCH REBAR WITH CAP, RLS #19344, ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH A FOUND 2 INCH IRON PIPE WITH PLASTIC CAP, MARKED LS #16214, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 89°47'08" WEST, 2710.82 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89°47'08" WEST, 130.27 FEET, TO THE WESTERLY LINE OF SAID PARCEL 3;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 5 COURSES:

THENCE NORTH 00°12'40" EAST, 407.35 FEET;

THENCE SOUTH 88°43'04" EAST, 48.98 FEET;

THENCE NORTH 01°16'56" EAST, 55.00 FEET;

THENCE NORTH 44°15'12" WEST, 28.55 FEET;

THENCE NORTH 00°12'40" EAST, 399.07 FEET, TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 2002-123197;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID SOUTHERLY LINE, NORTH 88°43'04" WEST, 30.01 FEET, TO THE CENTERLINE OF 108TH AVENUE AS SHOWN ON SAID RE-PLAT;

THENCE LEAVING SAID SOUTHERLY LINE AND ALONG SAID THE NORTHERLY PROLONGATION OF SAID CENTERLINE, NORTH 00°12'40" EAST, 180.03 FEET, TO THE CENTERLINE OF HAPPY VALLEY PARKWAY;

THENCE LEAVING SAID NORTHERLY PROLONGATION AND ALONG LAST SAID CENTERLINE, SOUTH 88°43'04" EAST, 1572.53 FEET, TO THE NORTHERLY PROLONGATION OF 107TH AVENUE AS SHOWN ON SAID RE-PLAT;

THENCE LEAVING LAST SAID CENTERLINE AND ALONG LAST SAID NORTHERLY PROLONGATION, SOUTH 11°15'43" WEST, 219.32 FEET, TO THE SOUTHERLY LINE OF THE PROPERTY AS DESCRIBED IN SAID DOCUMENT NO. 2002-123197;

THENCE LEAVING LAST SAID NORTHERLY PROLONGATION AND ALONG SAID SOUTHERLY LINE, NORTH 88°43'04" WEST, 78.15 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF 107TH AVENUE AS SHOWN ON SAID RE-PLAT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 6 COURSES:

THENCE SOUTH 11°15'43" WEST, 87.21 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1368.57 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°09'52", AN ARC LENGTH OF 171.13 FEET, TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1443.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°33'30", AN ARC LENGTH OF 64.44 FEET, TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 757.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°38'57", AN ARC LENGTH OF 153.91 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1378.57 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°02'45", AN ARC LENGTH OF 410.12 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 44°33'45" WEST, 340.39 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2352.14 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°37'50", AN ARC LENGTH OF 32.49 FEET TO A POINT OF NON-TANGENCY, BEING THE SOUTHERLY LINE OF SAID PARCEL 3;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING 7 COURSES:

THENCE NORTH 53°24'06" WEST, 219.86 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 250.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°30'30", AN ARC LENGTH OF 285.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 61°05'24" WEST, 69.60 FEET;

THENCE SOUTH 56°34'02" WEST, 33.54 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°17'56", AN ARC LENGTH OF 145.14 FEET TO A POINT OF TANGENCY;

THENCE NORTH 54°08'01" WEST, 23.82 FEET;

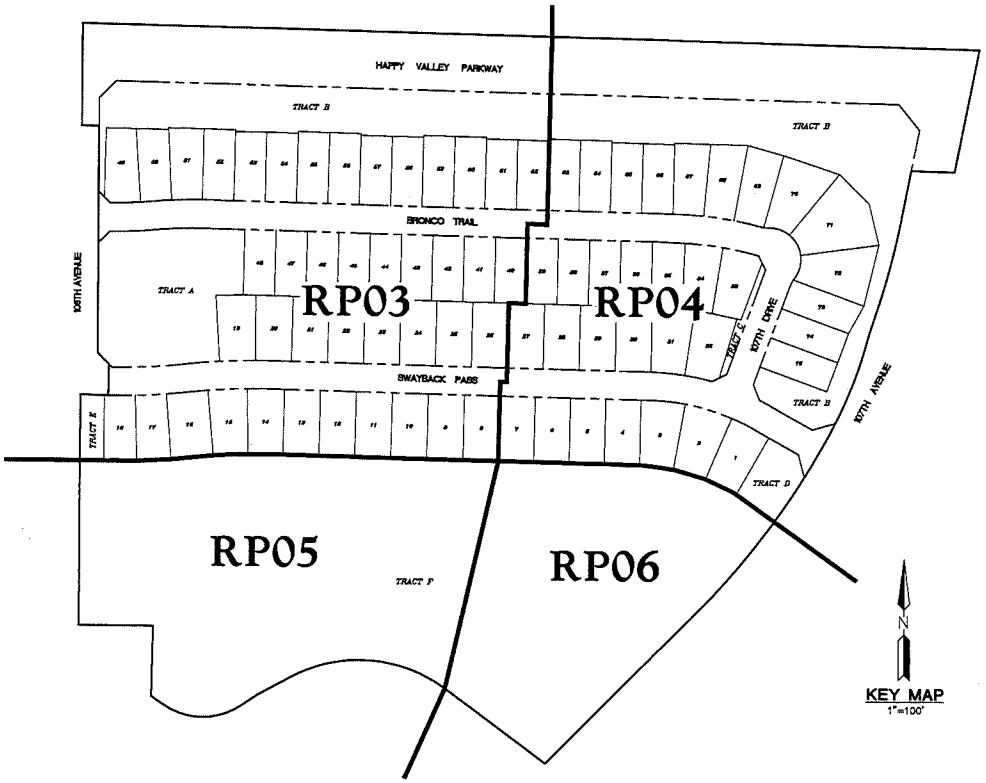
THENCE NORTH 01°14'51" EAST, 124.09 FEET, TO THE POINT OF BEGINNING.

UTILITY COMPANIES:

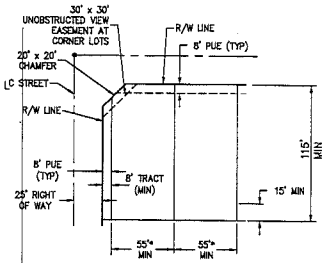
WATER	EPCOR WATER
SEWER	CITY OF PEORIA
ELEC.	ARIZONA PUBLIC SERVICE
GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
CABLE TV	COX COMMUNICATIONS
POLICE	CITY OF PEORIA
FIRE	CITY OF PEORIA
SCHOOL DISTRICT	PEORIA UNIFIED SCHOOL DISTRICT
WASTE DISPOSAL	CITY OF PEORIA

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.2646	RETENTION, LANDSCAPE, OPEN SPACE & PUE
TRACT B	3.5039	RETENTION, LANDSCAPE, OPEN SPACE & PUE
TRACT C	0.0561	DRAINAGE, LANDSCAPE, OPEN SPACE & PUE
TRACT D	0.2284	RETENTION, LANDSCAPE, OPEN SPACE & PUE
TRACT E	0.1116	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, AWW EASEMENT, SEWER EASEMENT & ACCESS EASEMENT
TRACT F	10.2855	UNSUBDIVIDED – FOR FUTURE DEVELOPMENT

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.



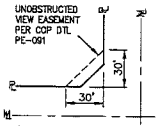
KEY MAP
1"=100'



PARCEL 3
TYPICAL LOT DETAIL PAD
SCALE = NTS
* LOT WIDTHS ARE THE MINIMUM PER PAD
** SEE NOTES ON PAD COMPARISON CHART

BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

UNOBSTRUCTED VIEW EASEMENT



3' HIGH VISIBILITY RESTRICTION (TYP)
NTS

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS

LOT TABLE		LOT TABLE	
LOT #	AREA (SQ.FT)	LOT #	AREA (SQ.FT)
LOT : 1	7791	LOT : 45	6325
LOT : 2	8531	LOT : 46	6325
LOT : 3	8019	LOT : 47	6325
LOT : 4	7134	LOT : 48	6325
LOT : 5	7130	LOT : 49	7557
LOT : 6	7130	LOT : 50	7082
LOT : 7	7130	LOT : 51	7315
LOT : 8	7130	LOT : 52	6896
LOT : 9	7277	LOT : 53	6710
LOT : 10	7245	LOT : 54	6710
LOT : 11	7245	LOT : 55	6875
LOT : 12	7245	LOT : 56	6875
LOT : 13	7245	LOT : 57	6710
LOT : 14	7299	LOT : 58	6710
LOT : 15	7493	LOT : 59	6875
LOT : 16	8499	LOT : 60	6875
LOT : 17	6605	LOT : 61	6710
LOT : 18	6480	LOT : 62	6710
LOT : 19	7721	LOT : 63	6875
LOT : 20	7375	LOT : 64	6875
LOT : 21	7245	LOT : 65	6710
LOT : 22	7245	LOT : 66	6710
LOT : 23	7245	LOT : 67	7338
LOT : 24	7245	LOT : 68	7725
LOT : 25	7245	LOT : 69	7873
LOT : 26	7245	LOT : 70	9612
LOT : 27	7245	LOT : 71	13010
LOT : 28	7245	LOT : 72	9962
LOT : 29	7245	LOT : 73	7098
LOT : 30	7245	LOT : 74	6875
LOT : 31	7769	LOT : 75	6875
LOT : 32	7826		
LOT : 33	7363		
LOT : 34	7004		
LOT : 35	8443		
LOT : 36	6325		
LOT : 37	6325		
LOT : 38	6325		
LOT : 39	6325		
LOT : 40	6325		
LOT : 41	6325		
LOT : 42	6325		
LOT : 43	6325		
LOT : 44	6325		

TOTAL LOT AREA = 538,954 S.F. OR 12.373 ACRES

TRACT AREA =	673,006.28 S.F.
LOT AREA =	538,954.32 S.F.
RIGHT-OF-WAY =	308,382.73 S.F.
GROSS AREA =	1,520,343.33 S.F.
NET AREA =	1,211,960.60 S.F.

THE AREA OF THE RIGHT-OF-WAY ABANDONMENT AS SHOWN ON SHEETS 3 AND 4 OF THIS SURVEY IS 115,187 S.F. OR 2.6443 AC. MORE OR LESS.

NO. R140026
COUNTY RECORDER

REV.:

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

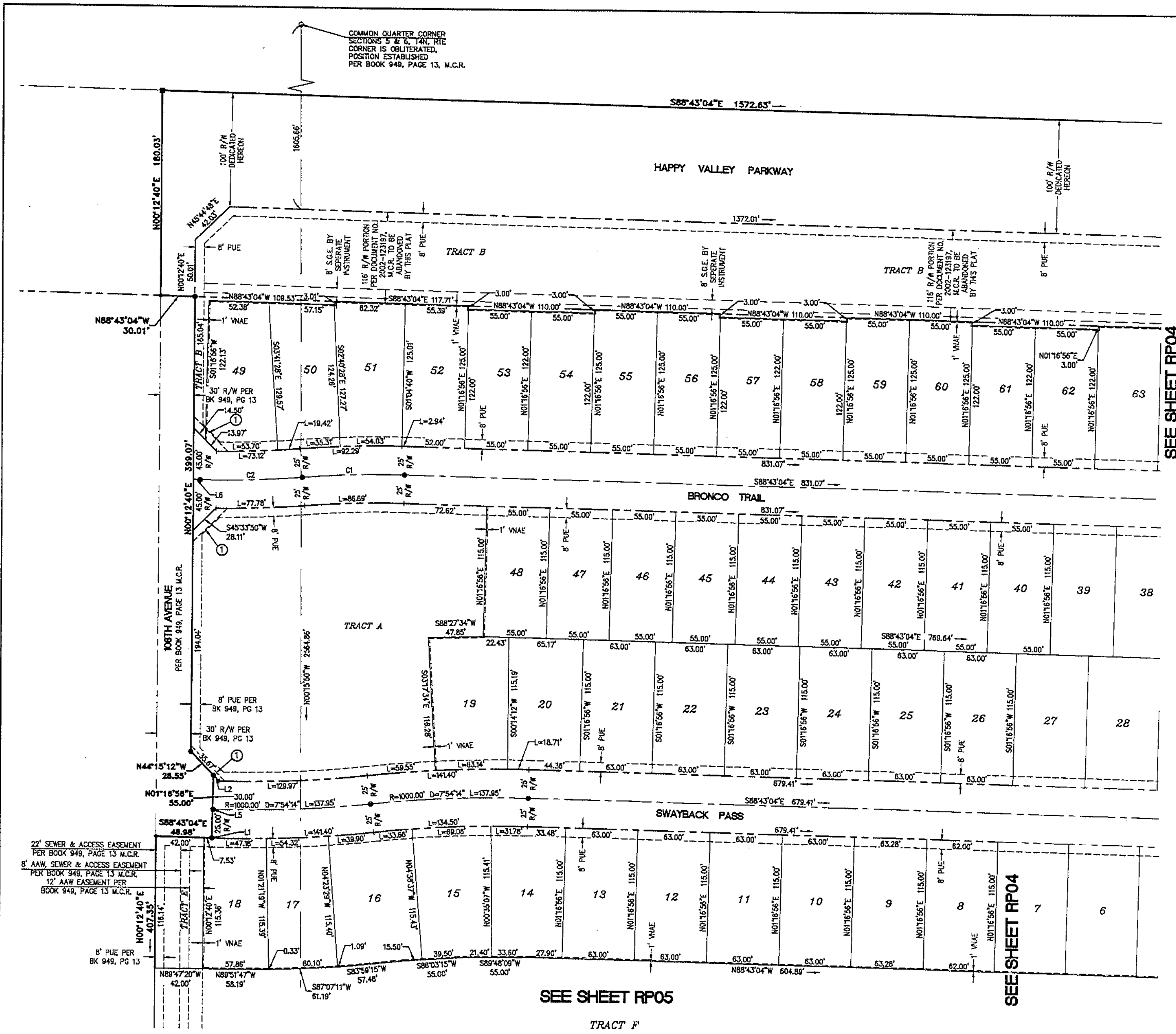
TIERRA DEL RIO - PARCEL 3

S.W.C. OF HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

HILGARTWILSON
PROJ NO.: 1244
DATE: JULY 2014
SCALE: NONE
DRAWN: JDL
DESIGNED: HW
APPROVED: K.P
DWG. NO.
RP02
SHT. 2 OF 6

Solid Edge Drawing - Confidential, Not to be shared by anyone other than authorized employees.



LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
■	SET MAG STD DTL 120-1 TYPE "A"
●	SET MAG STD DTL 120-1 TYPE "B" AT STREET ℄'S
•	SET MAG STD DTL 120-1 TYPE "C" AT PLAT BOUNDARY CORNERS
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	EASEMENT LINE
	PARCEL LINE
AAW	ARIZONA AMERICAN WATER (NOW EPCOR)
COP	CITY OF PEORIA
L1	LINE TABLE NUMBER
C1	CURVE TABLE NUMBER
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
S.G.E.	SOUTHWEST GAS EASEMENT
P.A.T.	PEDESTRIAN ACCESS TRAIL
E.A.E.	EMERGENCY ACCESS EASEMENT
W.E.	WATER 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
①	UNOBSTRUCTED VIEW EASEMENT (30'X30')

SCALE 40 20 0 40 80 FEET

[redacted]

NO. R140026
COUNTY RECORDER

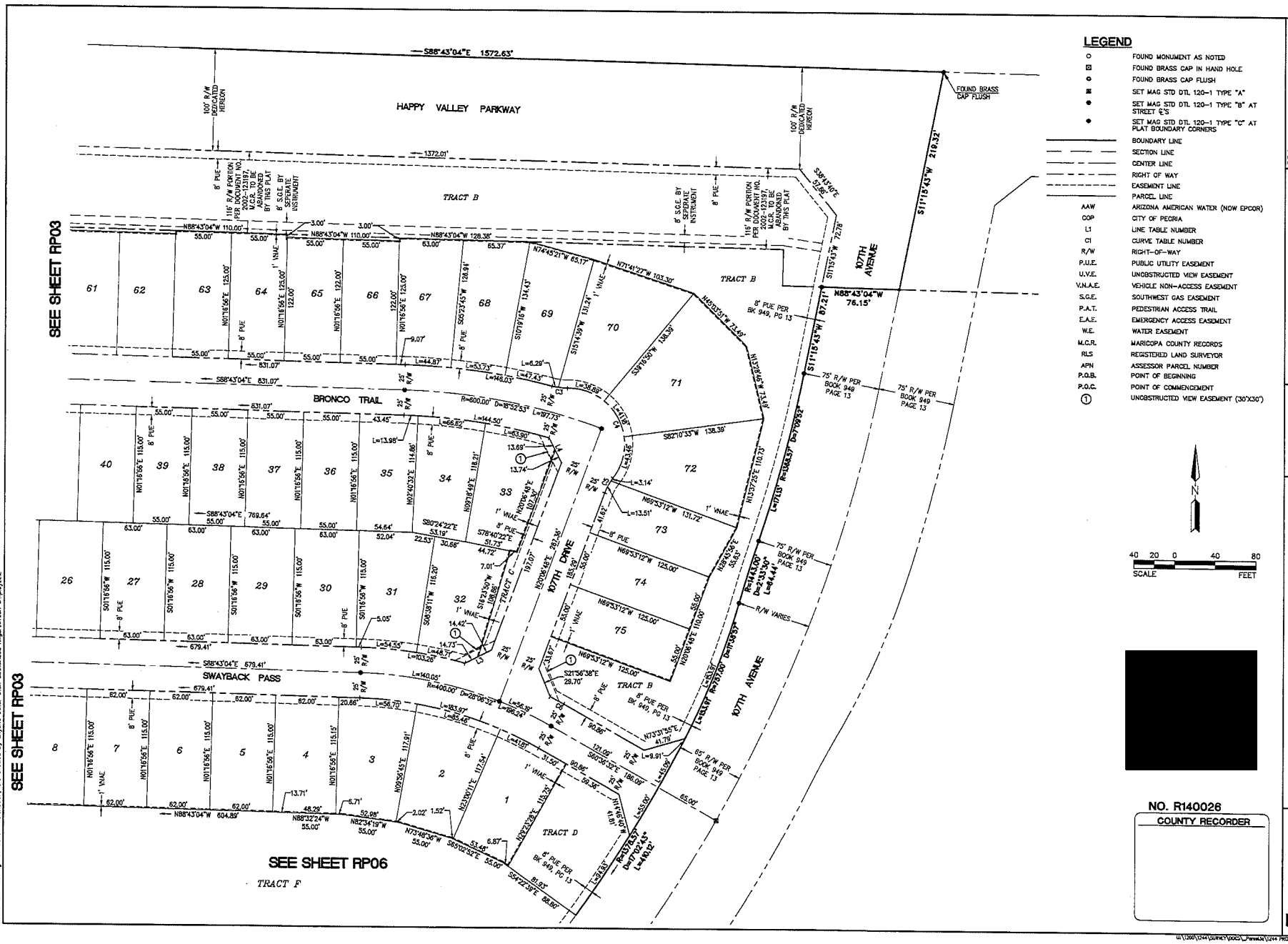
HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

REV.:

TIERRA DEL RIO - PARCEL 3
S.W.C. OF HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

PROJ NO.: 1244
DATE: JULY 2014
SCALE: 1"=40'
DRAWN: JDL
DESIGNED: HW
APPROVED: KJP
DWG. NO. RP03
SHT. 3 OF 6



NO. R140026

COUNTY RECORDER

REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 Ph: 602.490.0535 / Fx: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

TIERRA DEL RIO - PARCEL 3

S.W.C. OF HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

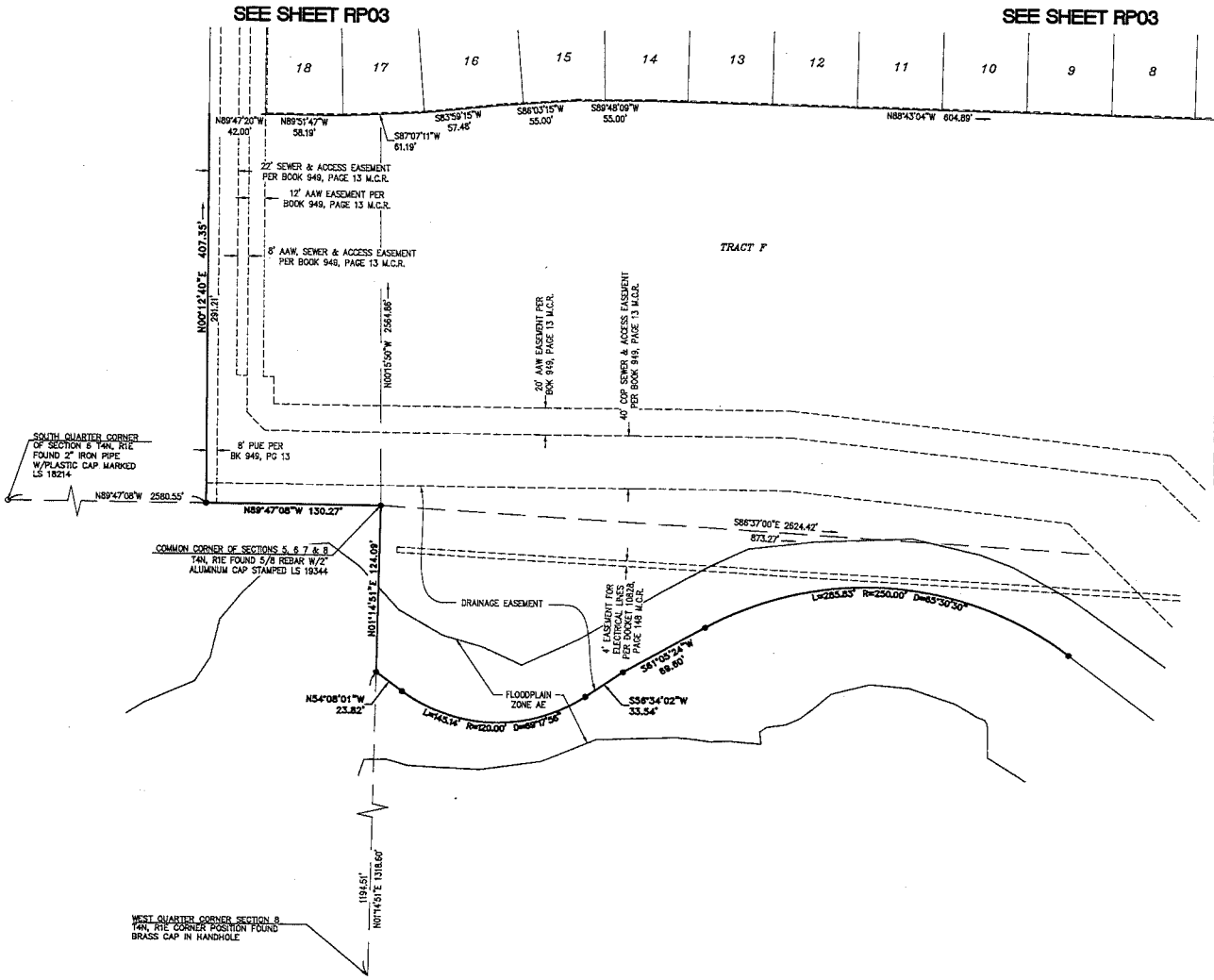
HILGARTWILSON
PROJ NO.: 1244
DATE: JULY 2014
SCALE: 1"=40'
DRAWN: JDL
DESIGNED: HW
APPROVED: KJP

DWG. NO.
RP04

SHT. 4 OF 6

U:\1200\1244\SURVEY\DWG_Phase3a\1244 PHASE 3A TRP04.dwg 7/24/2014 3:38 PM

other than adding "as-built" information, are stored by anyone other than authorized hilgartwilson employees.



LEGEND

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⊙	FOUND BRASS CAP FLUSH
■	SET MAG STD DTL 120-1 TYPE "A"
●	SET MAG STD DTL 120-1 TYPE "B" AT STREET ℄'S
●	SET MAG STD DTL 120-1 TYPE "C" AT PLAT BOUNDARY CORNERS
———	BOUNDARY LINE
— — —	SECTION LINE
—·—·—	CENTER LINE
—··—··—	RIGHT OF WAY
- - - -	EASEMENT LINE
———	PARCEL LINE
AAW	ARIZONA AMERICAN WATER (NOW EPCOR)
COP	CITY OF PEORIA
L1	LINE TABLE NUMBER
C1	CURVE TABLE NUMBER
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
S.G.E.	SOUTHWEST GAS EASEMENT
P.A.T.	PEDESTRIAN ACCESS TRAIL
E.A.E.	EMERGENCY ACCESS EASEMENT
W.E.	WATER 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
①	UNOBSTRUCTED VIEW EASEMENT (30'X30')

N

40 20 0 40 80
SCALE FEET

[redacted]

NO. R140026
COUNTY RECORDER

REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 ☎ 602.490.0535 / Fx. 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

TIERRA DEL RIO - PARCEL 3

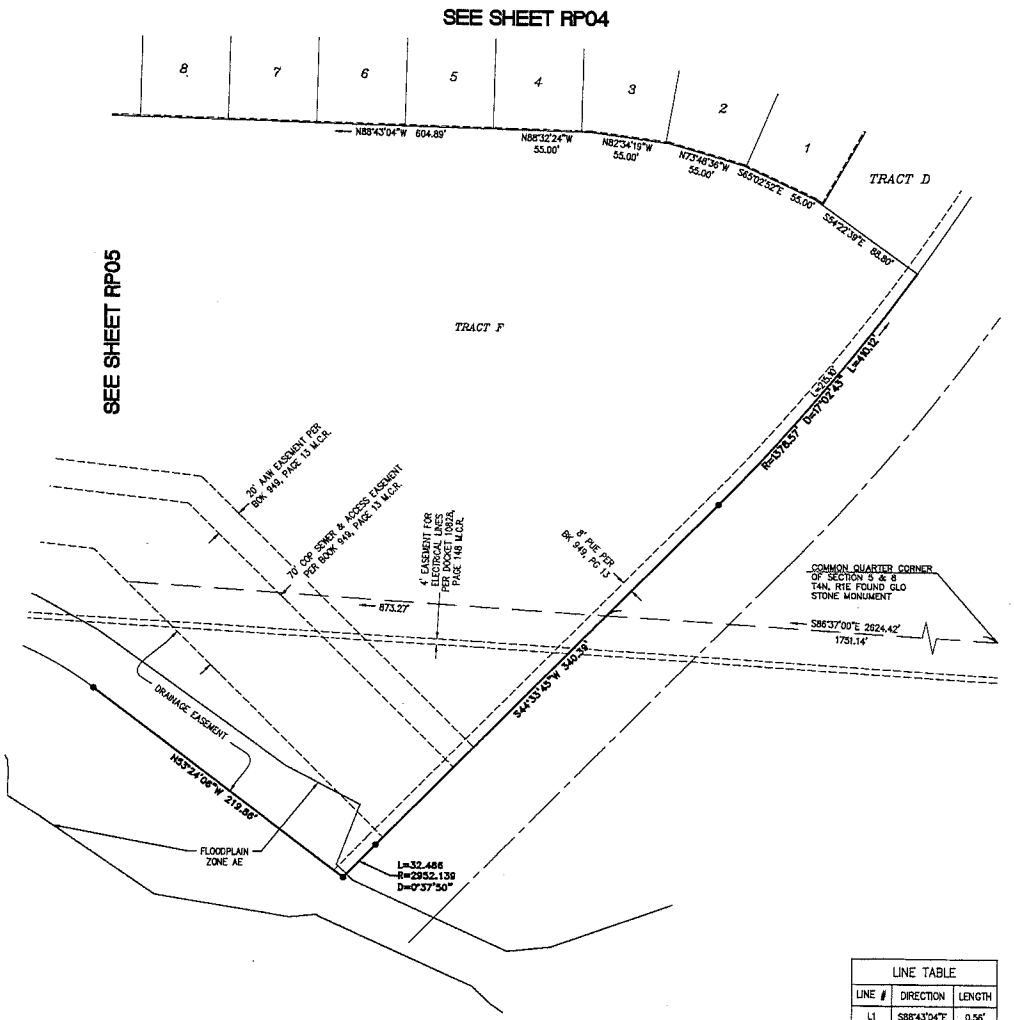
S.W.C. OF HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE — PLAT

HILGARTWILSON
PROJ NO.: 1244
DATE: JULY 2014
SCALE: 1"=40'
DRAWN: JDL
DESIGNED: HW
APPROVED: KJP
DWG. NO. RP05
SHT. 5 OF 6

U:\1244\SURVEY\DWGS_ParcelJa\1244 PRCEL 3A TPO.dwg 7/23/2014 1:22 PM

other than adding "as-built" information, are allowed by anyone other than authorized hilgartwilson employees.



LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
■	SET MAG STD DTL 120-1 TYPE "A"
●	SET MAG STD DTL 120-1 TYPE "B" AT STREET ℄'S
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———	BOUNDARY LINE
— — —	SECTION LINE
—— -- ——	CENTER LINE
—— - - ——	RIGHT OF WAY
- - - - - -	EASEMENT LINE
———	PARCEL LINE
AAW	ARIZONA AMERICAN WATER (NOW EPCOR)
COP	CITY OF PEORIA
L1	LINE TABLE NUMBER
C1	CURVE TABLE NUMBER
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
S.G.E.	SOUTHWEST GAS EASEMENT
P.A.T.	PEDESTRIAN ACCESS TRAIL
E.A.E.	EMERGENCY ACCESS EASEMENT
W.E.	WATER 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
①	UNOBSTRUCTED VIEW EASEMENT (30'X30')

N

40 20 0 40 80
SCALE FEET

[redacted]

NO. R140026
COUNTY RECORDER

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°43'04"E	0.56'
L2	S44°15'12"E	7.12'
L3	N53°19'46"E	14.73'
L4	S26°36'11"E	13.69'
L5	N88°43'04"W	0.56'
L6	N88°43'04"W	5.96'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	800.00'	6°24'33"	89.49'
C2	800.00'	6°24'33"	89.49'
C3	55.00'	15°54'08"	15.26'
C4	55.00'	128°41'15"	123.53'
C5	55.00'	17°20'29"	16.65'
C6	425.00'	2°02'57"	15.20'

REV.:

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

TIERRA DEL RIO - PARCEL 3

S.W.C. OF HAPPY VALLEY ROAD & 107TH AVENUE
PEORIA, ARIZONA

RE-PLAT

HILGARTWILSON
PROJ NO.: 1244
DATE: JULY 2014
SCALE: 1"=40'
DRAWN: JDL
DESIGNED: HW
APPROVED: KJP

DWG. NO.
RP06

SHT. 6 OF 6

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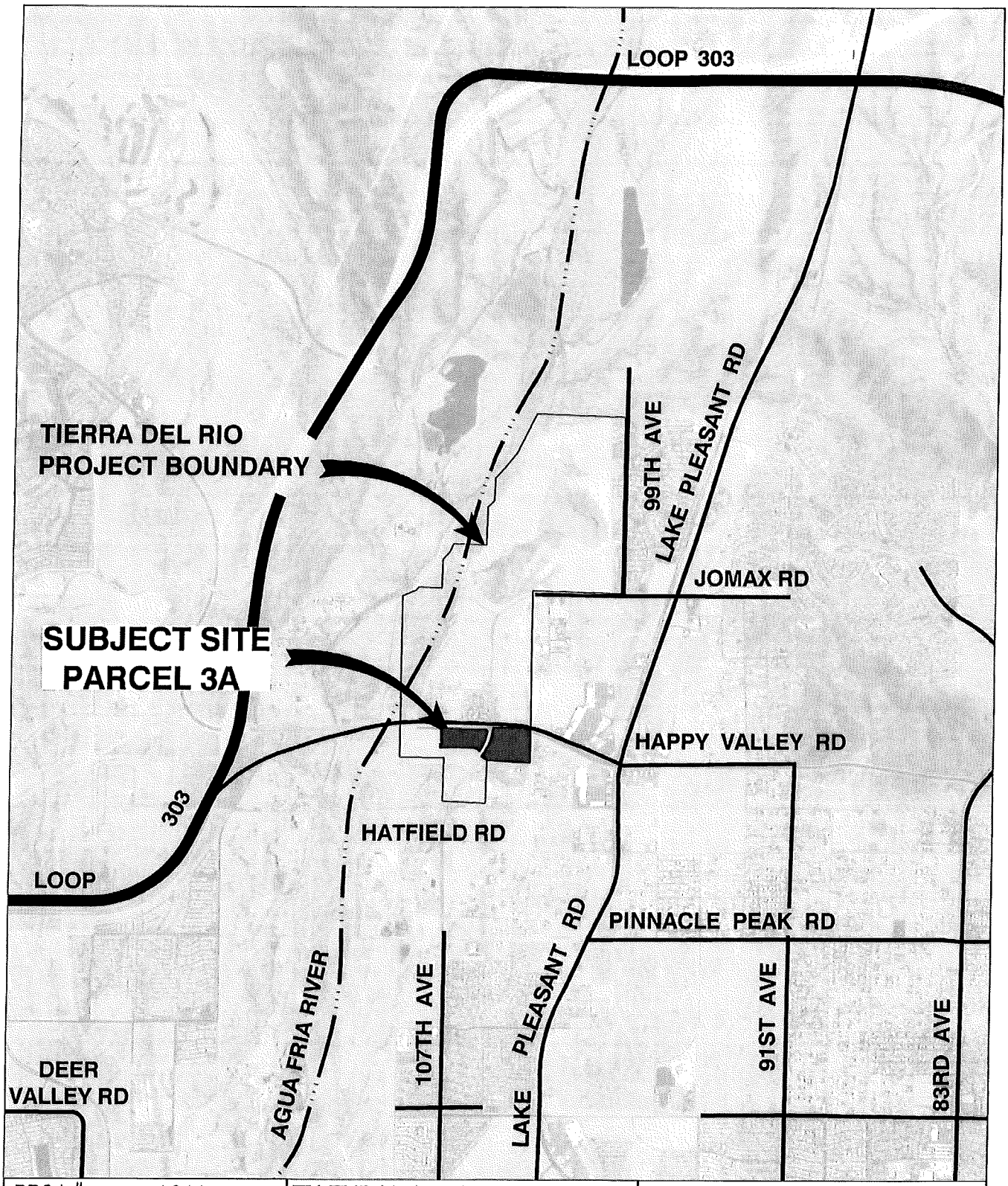
This sub property is topographically in operation. No alterations to these plans, other than adding "as-built" information, are allowed by anyone other than authorized signatories thereon employees.



PROJ.#: 1244	TIERRA DEL RIO PARCEL 3A PEORIA, ARIZONA	HILGARTWILSON 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.325.0161
DATE: MAR 2014		
SCALE: N.T.S.		
DRAWN BY: TQ	FIG 1: VICINITY MAP	
CHECKED BY: AT		

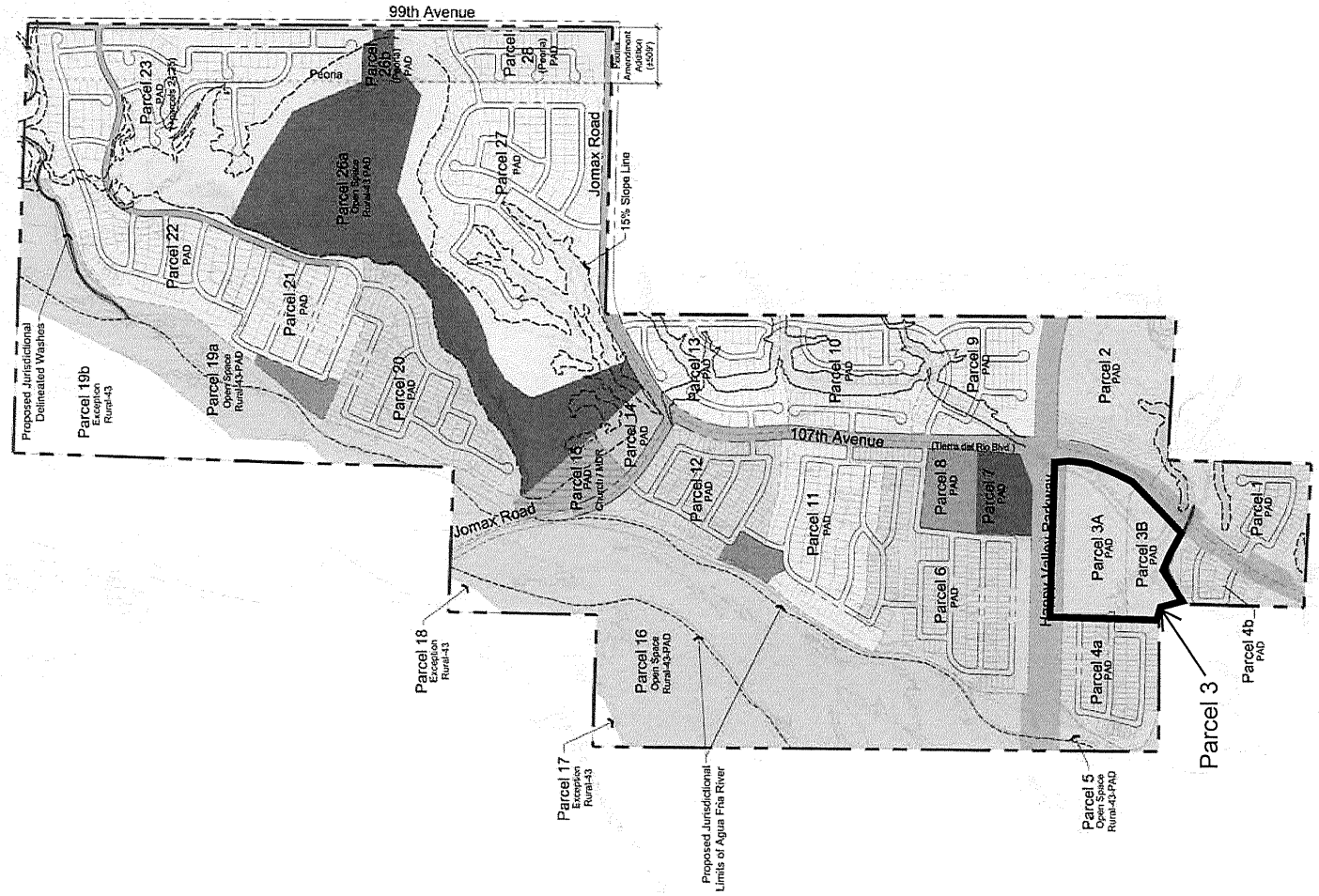
U:\1200\1244\1244.03 - Lennar\REPORTS\Final Drainage\Parcel 3a\Exhibits\1244-FIG 1-3A-VIC-MP.dwg 3/18/2014 3:25 PM

Tierra del Rio

Peoria, Arizona PAD Amendment

PAD Z 04-34.A.1
Conceptual Land Plan

Figure 2



0 500' 1,000' 2,000'

NORTH SCALE: 1" = 1,000'

Legend

- Project Boundary
- Parcel Boundary
- Proposed JD Washes
- Proposed JD Limits of Agua Fria River
- Peoria Amendment Add Parcels 25, 26b, 28
- Area above 15% slope line subject to hillside regulations.
- Proposed area above 15% slope line not subject to hillside regulations due to isolation and scarring (see Figure 4).

Single Family Residential

- PAD (75' min. lot width), Parcels 23, 24, 25
- PAD (65' min. lot width), Parcels 13, 27
- PAD (55' min. lot width), Parcels 9, 10, 11, 21, 22, 28
- PAD (45' min. lot width), Parcels 1, 2, 3a, 3b, 4a, 4b, 6, 12, 20

Multi-Family Residential

- PAD Medium Density Residential, Parcels 8, 15
- PAD High Density Density Residential, Parcel 7

Commercial

- PAD Neighborhood Commercial, Parcel 14

Open Space

- Neighborhood Parks
- Open Space - Mountain
- Open Space - Rivers / Washes

Civic

- Proposed Church Sites (PAD), Parcel 15

April 2013
Project Number: 1244.03
Project Manager: Zach Hilgart
Designed By:
Graphics By:
Drawn By: CK

Original: Peoria Dec 2004
Amendment: Dec 2004
Amendment: April 2013

HILGARTWILSON

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26C

Date Prepared: August 19, 2014 **Council Meeting Date: August 27, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Replat of, "Tierra Del Rio Parcel 12 Lot 54 and Tract C", South of Jomax Road west of 107th Avenue (Project No. R070031A)**

Purpose:

This is a request for City Council to approve a Replat of Tierra Del Rio Parcel 12, Lot 54 and Tract C, located South of Jomax Road west of 107th Avenue, 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 this replat is to allow a lot line adjustment to permit better use of lot 54. This development is within the City's sewer service area.

Previous Actions:

The Final Plat for Parcel 12 was previously reviewed by the City and recorded June 24, 2013.

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 lot 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

RE-PLAT
OF
"TIERRA DEL RIO PARCEL 12 LOT 54 AND TRACT C"

A RE-SUBDIVISION OF LOT 54 AND TRACT C OF A PORTION OF THE RE-SUBDIVISION OF TIERRA DEL RIO, PARCEL 12 AS RECORDED IN BOOK 1152, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AS OWNER OF LOT 54, AND TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, INC, AN ARIZONA NON-PROFIT ORGANIZATION, AS OWNER OF TRACT C, HAVE RE-SUBDIVIDED UNDER THE NAME "TIERRA DEL RIO PARCEL 12 LOT 54 AND TRACT C", A RE-SUBDIVISION OF A PORTION OF THE "REPLAT OF TIERRA DEL RIO PARCEL 12" ACCORDING TO BOOK 1152, PAGE 9 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, 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 "TIERRA DEL RIO PARCEL 12 LOT 54 AND TRACT C" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND TRACTS CONSTITUTING SAME AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT. PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AND TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, INC, AN ARIZONA NON-PROFIT ORGANIZATION, AS OWNERS, HEREBY DEDICATES TO THE CITY OF PEORIA, FOR USE AS SUCH, THE EASEMENTS AS SHOWN ON THIS PLAT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF TIERRA DEL RIO PARCEL 12 (MCR BOOK 1152, PAGE 9) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT, UNLESS OTHERWISE NOTED.

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

IN WITNESS WHEREOF;

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS 2ND DAY OF June, 2014.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION,

ITS: MANAGER

BY: _____ ITS: AUTHORIZED AGENT

ACKNOWLEDGMENT:

STATE OF ARIZONA }SS
COUNTY OF MARICOPA }

BEFORE ME THIS 9TH DAY OF June, 2014, Mike Britz PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELF TO BE THE Vice President OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AND ACKNOWLEDGED THAT HE/SHE IS DULY AUTHORIZED, AGENT FOR PULTE HOME CORPORATION, A MICHIGAN CORPORATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

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

BY: Cindy R. Coates 6/9/14 April 9, 2015
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

IN WITNESS WHEREOF;

TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, INC, AN ARIZONA NON-PROFIT ORGANIZATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS 9TH DAY OF June 2014.

TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, INC, AN ARIZONA NON-PROFIT ORGANIZATION

ITS: MANAGER

BY: _____ ITS: AUTHORIZED AGENT

ACKNOWLEDGMENT:

STATE OF ARIZONA }SS
COUNTY OF MARICOPA }

BEFORE ME THIS 9TH DAY OF June, 2014, Laura Meyers PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELF TO BE THE Secretary/Treasurer OF TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, INC, AN ARIZONA NON-PROFIT ORGANIZATION, AND ACKNOWLEDGED THAT HE/SHE IS DULY AUTHORIZED, AGENT FOR TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

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

BY: Cindy R. Coates 6/9/14 April 9, 2015
NOTARY PUBLIC DATE MY COMMISSION EXPIRES

LEGAL DESCRIPTION

LOT 54 AND TRACT "C", A RE-SUBDIVISION OF A PORTION OF THE "REPLAT OF TIERRA DEL RIO PARCEL 12" AS RECORDED IN BOOK 1152, PAGE 9 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

NOTES

1. THIS PLAT IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID) #1096 AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1048.

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 T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS. D. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE TIERRA DEL RIO-SOUTH HOMEOWNERS ASSOCIATION.

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 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.

6. THIS PLAT IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

7. THIS PLAT IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

8. THIS PLAT IS LOCATED WITHIN THE VICINITY OF A DESIGNATED TRUCK ROUTE. HAPPY VALLEY PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

9. THIS PLAT IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).

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.

11. TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION HAS 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.

12. THE SUBDIVIDER SHALL CERTIFY THAT THE RULES ESTABLISHED BY MARICOPA COUNTY FLOOD CONTROL DISTRICT RELATING TO THE CONSTRUCTION OF STREETS IN LAND ESTABLISHED AS BEING SUBJECT TO PERIODIC INUNDATION HAVE BEEN FOLLOWED AS REQUIRED.

13. THE SUBDIVIDER SHALL CERTIFY THAT THE RULES ESTABLISHED BY THE MARICOPA COUNTY HEALTH DEPARTMENT RELATING TO THE PROVISION OF DOMESTIC WATER SUPPLY AND SANITARY SEWER DISPOSAL HAVE BEEN FOLLOWED AS REQUIRED.

14. THIS RE-PLAT IS BEING COMPLETED TO WIDEN LOT 54 AS THE EXISTING REAR LOT WIDTH WAS INADVERTENTLY PLATTED TO NARROW FOR THE HOMES APPROVED FOR THIS DEVELOPMENT.

15. BY THIS RE-PLAT THE EXISTING 1.0 FOOT VNAE ALONG THE EAST LINE OF LOT 54 AS DEFINED BY BOOK 1152, PAGE 09, M.C.R. IS ABANDONED. A NEW 1.0 FOOT VNAE IS HEREBY DEDICATED ABUTTING THE NEW EAST LINE OF LOT 54 AS DEFINED BY THIS RE-PLAT.

TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION Laura Meyers DULY ELECTED Secretary/Treasurer OF THE TIERRA DEL RIO-SOUTH COMMUNITY ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS: Manager

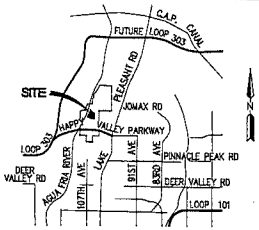
ACKNOWLEDGMENT

STATE OF ARIZONA }SS
COUNTY OF MARICOPA }

ON THIS 9TH DAY OF June, 2014, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED Laura Meyers WHOM ACKNOWLEDGED THEMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL.

BY: Cindy R. Coates 6/9/14 April 9, 2015
NOTARY PUBLIC DATE MY COMMISSION EXPIRES



VICINITY MAP
N.T.S.

OWNER:
PULTE HOME CORPORATION
16767 N. PERIMETER DRIVE, SUITE 100
SCOTTSDALE, AZ 85260
PHONE: (480) 391-6198
CONTACT: MIKE BRILZ

SURVEYOR
HILGARTWILSON
2141 E. HIGHLAND AVE, SUITE #250
PHOENIX, AZ 85016
PH: (602) 490-0535
FAX: (602) 368-2436
CONTACT: KIRK J. PANGUS

SHEET INDEX

RP01	COVER SHEET
RP02	RE-PLAT

UTILITY COMPANIES:

WATER	EPCOR WATER
SEWER	CITY OF PEORIA
ELEC.	ARIZONA PUBLIC SERVICE
GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
CABLE TV.	COX COMMUNICATIONS
POLICE	MARICOPA COUNTY SHERIFF
FIRE	RURAL METRO
SCHOOL DISTRICT	PEORIA UNIFIED SCHOOL DISTRICT
WASTE DISPOSAL	CITY OF PEORIA

BASIS OF BEARING
BASIS OF BEARING IS N00°01'17"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 EAST.

FLOOD PLAIN DESIGNATION
THE SUBJECT PROPERTY LIES WITHIN ZONE X AS SHOWN ON THE FEMA LETTER OF MAP REVISION TO MAP NUMBER 04013C1235L, REVISED TO REFLECT LOMR EFFECTIVE DATE: OCTOBER 16, 2013.

ZONING DESIGNATION
PAD

ASSURED WATER SUPPLY
THE SUBDIVISION IS LOCATED WITHIN THE EPCOR WATER COMPANY SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY BY CERTIFICATE NUMBER 27-401791.0000.

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. PANGUS, 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 JANUARY, 2014; 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.

BY: _____
KIRK J. PANGUS
RLS# 19344
HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com

[redacted]

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. R070031A
COUNTY RECORDER

U:\1200\1244\SURVEY\DOCS_Parcel12 Lot 54 Tract C REPLAT\1244-P12-LOT54TRACTC-RP01.dwg 5/19/2014 4:38 PM

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

TIERRA DEL RIO PARCEL 12 LOT 54 AND TRACT C
JOMAX ROAD AND 99TH AVENUE
PEORIA, ARIZONA

RE-PLAT

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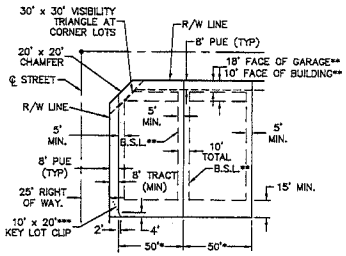
STATUS:
PROJ. NO.: 1244
DATE: MAY 2014
SCALE: NONE
DRAWN: DSP
APPROVED: K.P
MUNICIPAL TRACKING NO.

DWG. NO.
RP01
SHT. 1 OF 2



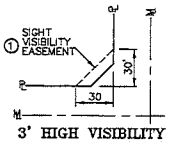
TYPICAL LOT SETBACKS DETAIL PAD

SCALE = 1" = 50'

* LOT WIDTHS ARE TYPICAL

** BUILDING SETBACKS TO BE VERIFIED THROUGH APPROVED ZONING

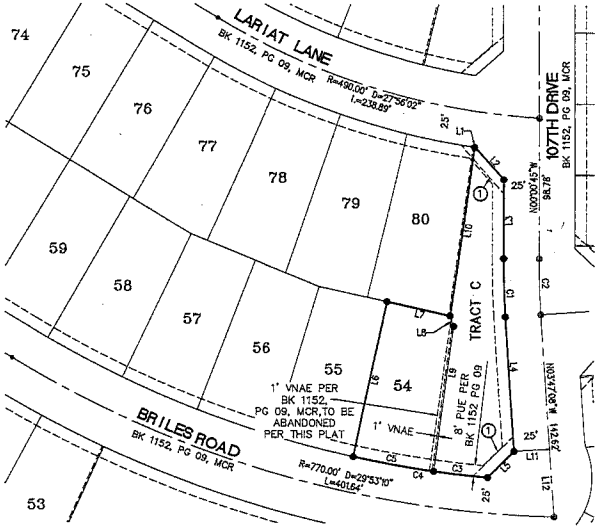
*** KEY LOT CLIPS ARE NOT REQUIRED WITH (10' TYPICAL) SIDE TRACT



3' HIGH VISIBILITY RESTRICTION (TYP)

N.T.S.

NOTE:
DETAIL PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S81°55'31"E	0.56'
L2	S41°36'18"E	30.13'
L3	N00°00'45"W	55.57'
L4	S03°47'08"E	94.64'
L5	N45°09'00"E	26.28'
L6	S12°13'20"W	111.77'
L7	N77°40'25"W	45.64'
L8	N18°29'23"W	7.83'
L9	S07°47'15"W	103.03'
L10	S08°04'31"W	119.96'
L11	N86°12'52"E	25.00'
L12	S03°47'08"E	47.79'

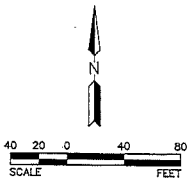
TRACT TABLE			
TRACT	AREA (ACRES)	AREA (SF)	LAND USE
TRACT C	0.1908	8309.08	LANDSCAPE & OPEN SPACE

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	625.00'	3°46'23"	41.16'
C2	600.00'	3°46'23"	39.51'
C3	745.00'	2°55'58"	38.13'
C4	745.00'	7°22'03"	95.80'
C5	745.00'	4°26'05"	57.66'

GROSS AREA = 14,226 S.F. OR 0.3268 AC.

LEGEND

●	SET CORNER OF THIS PLAT WITH 1/2" REBAR MARKED RLS 19344 UNLESS OTHERWISE NOTED
⊕	EXISTING BRASS CAP
L1	LINE TABLE NUMBER
C1	CURVE TABLE NUMBER
①	VISIBILITY TRIANGLE EASEMENT PER BOOK 1152, PAGE 09
B.S.L.	BUILDING SETBACK LINE
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
———	PARCEL BOUNDARY
———	LOT/TRACT LINE
— · —	CENTER LINE
- - -	EASEMENT LINE



NO. R070031A

COUNTY RECORDER

[redacted]

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

TIERRA DEL RIO PARCEL 12 LOT 54 AND TRACT C

JOMAX ROAD AND 99TH AVENUE

PEORIA, ARIZONA

RE-PLAT

STATUS:

MUNICIPAL TRACKING NO:

PROJ. NO.: 1244

DATE: MAY 2014

SCALE: 1"=40'

DRAWN: DSP

APPROVED: KJP

DWG. NO.

RP02

SHT. 2 OF 2

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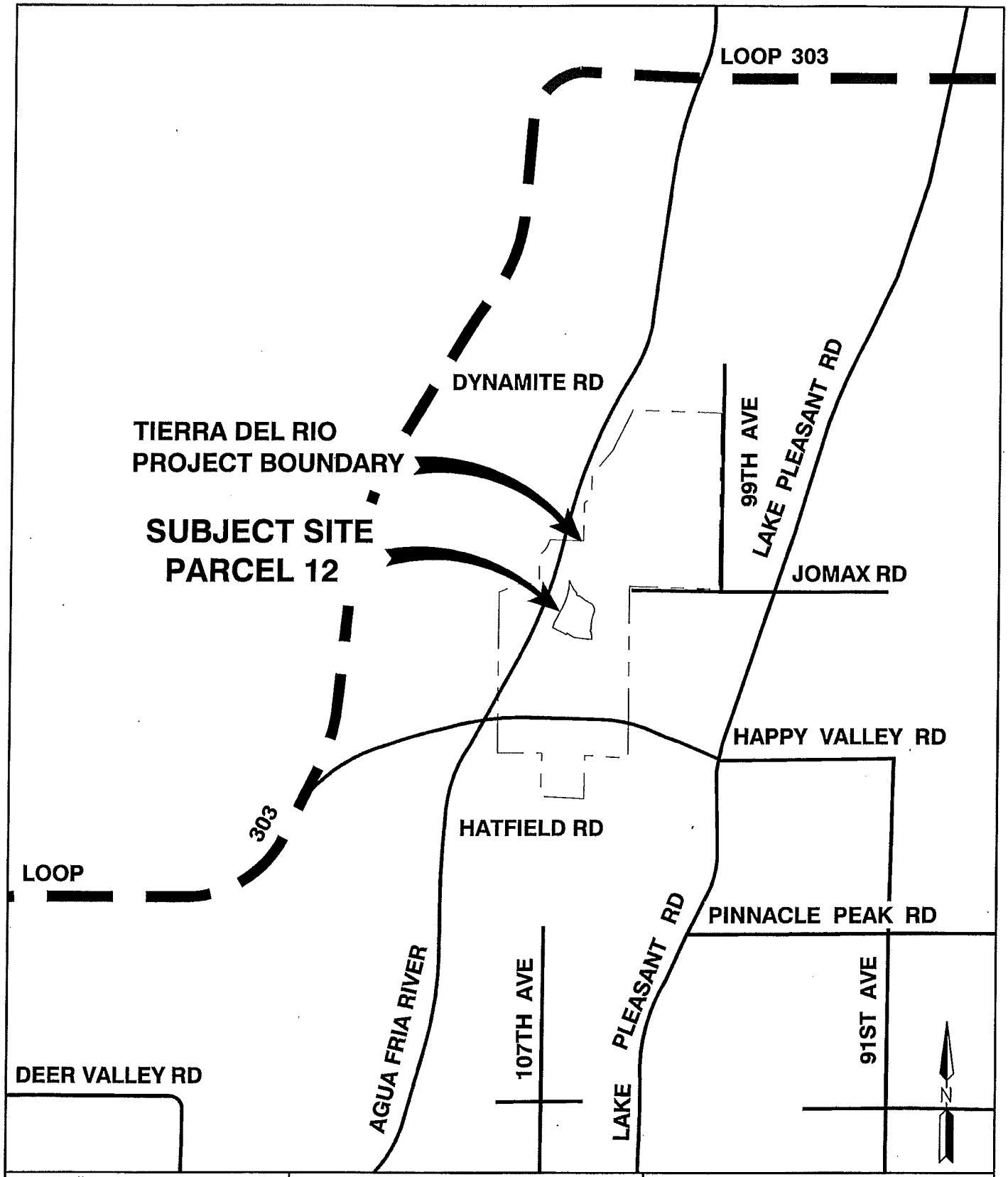
I:\1200\1244\SURVEY\DOCS_Parcel12 Lot 54 Tract C REPLAT\1244-P12-LOT54TRACTC-RP02.dwg 5/19/2014 4:36 PM



PROJ.#: 1244	TIERRA DEL RIO PARCEL 12 PEORIA, ARIZONA	hilgartwilson ENGINEERS·PLANNERS·SURVEYORS 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 PH 602.490.0535 FAX 602.325.0161
DATE: JAN, 2013		
SCALE: N.T.S.		
DRAWN BY: MR	FIG 1: VICINITY MAP	
CHECKED BY: AT		

U:\1200\1244\REPORTS\DRAINAGE_Parcel 12\EXHIBITS\F1-6893-VIC-MP.dwg 1/7/2013 1:16 PM

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 27C

Date Prepared: July 30, 2014 **Council Meeting Date: August 27, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Replat, Camino a Lago South Unit 7 Tract G, 98th Avenue & Adam Avenue (Project No. R130029)**

Purpose:

This is a request for City Council to approve a Replat of Camino a Lago South Unit 7 Tract G, located on 98th Avenue & Adam Avenue, 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 plat a parcel for school use. This development is within the City's water\sewer service area. This Replat does not create any new lots, but dedicates the right of way and easements necessary for the construction and operation of a school site.

Previous Actions:

The Camino a Lago South Unit 7 plat was approved and recorded in July 2007. Tract G was identified as a future school site. This replat is necessary to dedicate additional right of way and easements for the school site.

Options:

A: The Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Replat; although it should be noted that not approving the Replat will hinder the operation of the school site.

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

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 school to move forward in operating this site.

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

RE PLAT
OF
"CAMINO A LAGO SOUTH UNIT 7 TRACT G"
A REPLAT OF CAMINO A LAGO SOUTH UNIT 7 TRACT G AS RECORDED IN BOOK 937, PAGE 49
A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION
STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT THE PEORIA UNIFIED SCHOOL DISTRICT #11 AS OWNER, DOES HEREBY PUBLISH THIS REPLAT OF "CAMINO A LAGO SOUTH UNIT 7 TRACT G", LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY. PEORIA UNIFIED SCHOOL DISTRICT #11 HEREBY DEDICATES EASEMENTS AS SHOWN.

THAT THE PEORIA UNIFIED SCHOOL DISTRICT #11 AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, THE ADAM AVENUE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE USE OF (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE ADAM AVENUE RIGHT-OF-WAY AS DEDICATED HEREON SHALL BE MAINTAINED BY THE PEORIA UNIFIED SCHOOL DISTRICT #11. PEORIA UNIFIED SCHOOL DISTRICT #11, HEREBY WARRANTS TO THE CITY OF PEORIA THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

PUBLIC UTILITY EASEMENT (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.

THAT THE PEORIA UNIFIED SCHOOL DISTRICT #11 AS OWNER, 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 LINE OVER, UNDER, AND ACROSS THE LOT 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 LINE. SUBJECT TO NOTES 1, 2, 3 AND 4.

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.

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 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.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "CAMINO A LAGO SOUTH UNIT 7", RECORDED IN BOOK 937 OF MAPS PAGE 49 AND "CAMINO A LAGO SOUTH" RECORDED IN BOOK 932 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS, SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS REPLAT.

A BLANKET EASEMENT IS HEREBY DEDICATED UPON, OVER, ACROSS AND UNDER ALL ACCESS WAYS FOR INGRESS AND EGRESS FOR REFUSE COLLECTION AND EMERGENCY SERVICE TYPE VEHICLES.

IN WITNESS WHEREOF:
THE PEORIA UNIFIED SCHOOL DISTRICT #11, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER(S).

THIS ______ DAY OF ____________________, 2014.

THE PEORIA UNIFIED SCHOOL DISTRICT #11
BY ____________________ ITS____________________

ACKNOWLEDGEMENT
STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ________ DAY OF ______________, 2014 BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED ______________, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE ______________, OF THE PEORIA UNIFIED SCHOOL DISTRICT #11 AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING REPLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

______________________ NOTARY PUBLIC DATE

______________________ MY COMMISSION EXPIRES

LEGAL DESCRIPTION
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 21, FROM WHICH A CITY OF PEORIA BRASS CAP FLUSH MARKING THE NORTH QUARTER OF SAID SECTION 21 BEARS NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST 2635.42 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST, 626.76 FEET TO THE CENTERLINE OF ADAM AVENUE AND THE BEGINNING OF A NON-TANGET CURVE, CONCAVE NORTHEASTERLY, WHOSE CENTER BEARS SOUTH 88 DEGREES 11 MINUTES 17 SECONDS EAST, 995.00 FEET;

THENCE ALONG SAID CENTERLINE AND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 78 DEGREES 36 MINUTES 04 SECONDS, AN ARC LENGTH OF 1364.99 FEET;

THENCE DEPARTING SAID CENTERLINE SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST, 30.79 FEET TO THE EXISTING RIGHT OF WAY LINE OF ADAM AVENUE AND THE EXISTING NORTHEAST CORNER OF TRACT G AS SHOWN ON THE FINAL PLAT FOR CAMINO A LAGO SOUTH UNIT 7 AS RECORDED IN BOOK 937 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF SAID TRACT G, SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST, 593.66 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 58 MINUTES 08 SECONDS WEST 792.25 FEET ALONG THE SOUTH LINE OF SAID TRACT G TO THE EAST RIGHT OF WAY LINE OF 98TH AVENUE AS SHOWN ON THE FINAL PLAT FOR CAMINO A LAGO SOUTH UNIT 5 AS RECORDED IN BOOK 935 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS AND THE SOUTHWEST CORNER OF SAID TRACT G;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST, 524.28 FEET ALONG SAID 98TH AVENUE RIGHT OF WAY LINE TO A TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 570.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47 DEGREES 42 MINUTES 37 DEGREES, AN ARC LENGTH OF 474.64 FEET;

THENCE DEPARTING SAID 98TH AVENUE RIGHT OF WAY LINE SOUTH 85 DEGREES 51 MINUTES 25 SECONDS EAST, 41.33 FEET TO THE RIGHT OF WAY LINE OF SAID ADAM AVENUE AND BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE CENTER BEARS NORTH 50 DEGREES 36 MINUTES 25 SECONDS EAST, 1025.00 FEET;

THENCE ALONG SAID ADAM AVENUE RIGHT OF WAY LINE AS SHOWN ON FINAL PLAT OF SAID CAMINO A LAGO SOUTH UNIT 7, AND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 47 MINUTES 24 SECONDS, AN ARC LENGTH OF 676.05 FEET TO THE POINT OF BEGINNING.

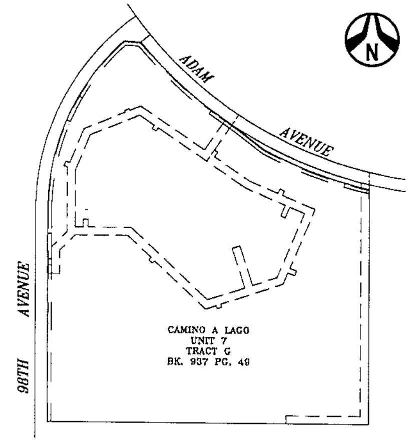
APPROVAL
APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THE

______ DAY OF ______________, 2014.

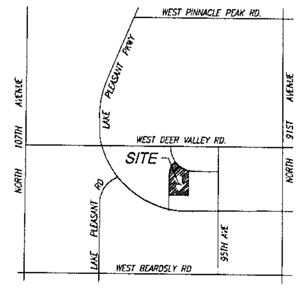
APPROVED BY: ______________________
MAYOR

ATTEST: ______________________
CITY CLERK

APPROVED BY: ______________________
FOR CITY ENGINEER DATE



NOTES
1. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. THIS SITE, AS PART OF THE CAMINO A LAGO SOUTH SUBDIVISION, IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (M.I.D.)#1071, AND STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.)#1034, AS REQUIRED.
3. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN 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.
4. ALL NEW AND EXISTING UTILITY, ELECTRIC FACILITIES LESS THEN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
5. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS, AND RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. 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.
7. 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.
8. THIS DEVELOPMENT IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
9. THIS DEVELOPMENT IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
10. THIS SITE IS IN PROXIMITY OF A MAJOR FLIGHT TRACKS ALIGNMENT FOR LUKE AIR FORCE BASE AS SHOWN ON "AIRPORT VICINITY MAP FOR LUKE AIR FORCE BASE" AS OF 2002-06-20
11. THIS DEVELOPMENT IS LOCATED IN THE VICINITY OF A TRUCK ROUTE. "LAKE PLEASANT ROAD" AND "LAKE PLEASANT PARKWAY" ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA
12. THIS SITE, AS PART OF THE OVERALL SUBDIVISION, IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
13. 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.
14. CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES, PAVEMENT, SIDEWALKS AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.



VICINITY MAP:
SCALE: NTS

SHEET INDEX
1............COVER SHEET
2............FINAL PLAT

ENGINEER
HUBBARD ENGINEERING
1840 S. STAPLEY DR. SUITE #137
MESA, AZ 85204
PHONE: (480) 892-3313
CONTACT: CRAIG DYSON

OWNER
PEORIA UNIFIED SCHOOL DISTRICT #11
6330 W. THUNDERBIRD ROAD
GLENDALE, AZ 85306
PHONE: (623) 486-6000

BENCHMARK
BENCHMARK = NORTH 1/4, SECTION 21
CITY OF PEORIA BRASS CAP FLUSH
NAVD88 ELEV. (INT FEET): 1280.68

FLOODPLAIN INFORMATION
THE SITE IS LOCATED WITHIN FLOOD ZONE "X" FEMA FLOOD MAP 04013C1345L DATED OCTOBER 16, 2013. ZONE "X" IS DEFINED AS AREAS OF 0.2% CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAT 1 FOOT OR WITH AREAS LESS THAN 1 SQUARE MILE; AREAS PROTECTED BY LEVEES FROM 1% FLOOD CHANCE.

AREA TABLE

NAME	AREA	
	SQUARE FEET	ACRES
NEW R/W	3,810	0.0875
NEW P.U.E.	3,054	0.0701
NEW WATER ESMT	40,835	0.9374

PARCEL AREA
AREA: 596,464 S.F. 13.6929 AC.

BASIS OF BEARING
THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, USING A BEARING OF NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST AS SHOWN ON FINAL PLAT OF CAMINO A LAGO SOUTH UNIT 7, RECORDED IN BOOK 937, PAGE 49, MARICOPA COUNTY RECORDS.

SURVEYOR'S STATEMENT
I, ADRIAN M. BURCHAM, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JANUARY 2013, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT TIME OF CONSTRUCTION.

07/22/14

ADRIAN M. BURCHAM, R.L.S. DATE
REGISTRATION NO. 41282
1840 S. STAPLEY DRIVE, SUITE # 137
MESA, AZ. 85204

[redacted]

R130029

HUBBARD ENGINEERING
1840 S. Stapley Dr. Suite 137 Mesa, AZ 85204 Ph: 480.892.3313
www.hubbardengineering.com

CAMINO A LAGO SOUTH UNIT 7
TRACT G REPLAT
City of Peoria, Maricopa County, Arizona

Date 07/22/14	Project Eng.
Project No. 13132	Project Manager JEREMY HAWS

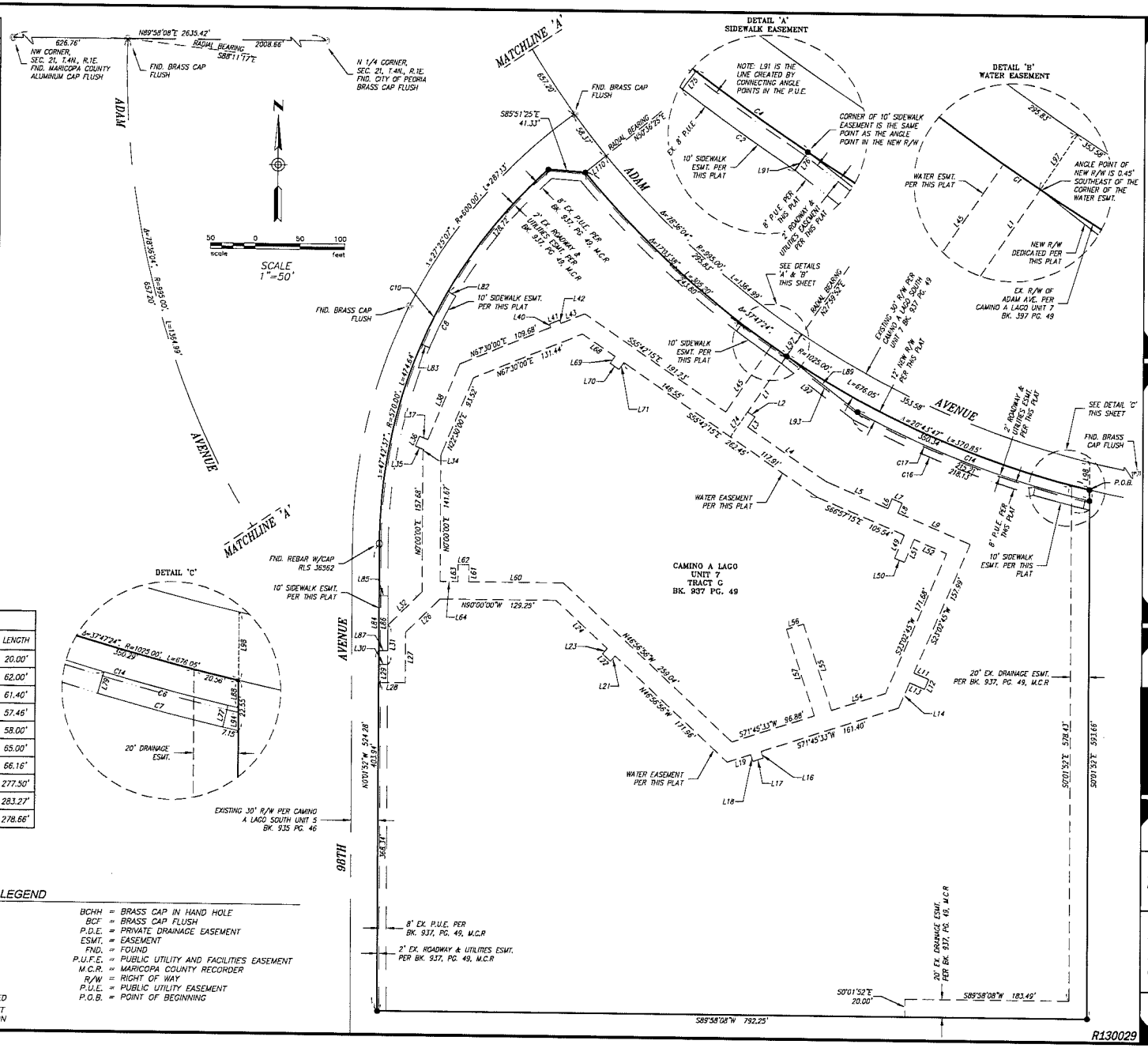
Sht: 1 of 2

P:\2013\13132\Survey\CAD\13132 SURVEY BASE 03-21-13.dwg Jul 29, 2014 - 11:27am Hubbard10

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S34°07'50"W	76.09'
L2	S55°42'15"E	10.00'
L3	S34°17'45"W	14.00'
L4	S55°42'15"E	106.04'
L5	S66°57'15"E	74.99'
L6	N23°02'45"E	12.00'
L7	S66°57'15"E	12.00'
L8	S23°02'45"W	12.00'
L9	S66°57'15"E	87.94'
L11	S66°57'15"E	18.00'
L12	S23°02'45"W	12.00'
L13	N66°57'15"W	18.00'
L14	S23°02'45"W	30.75'
L16	S18°14'27"E	8.00'
L17	S71°45'33"W	12.00'
L18	N18°14'27"W	8.00'
L19	S71°45'33"W	27.70'
L21	S43°03'04"W	8.00'
L22	N46°56'56"W	12.00'
L23	N43°03'04"E	8.00'
L24	N46°56'56"W	79.05'
L26	S45°00'00"W	53.70'
L27	S0°01'52"E	56.67'
L28	S89°58'08"W	30.00'
L29	N0°01'52"W	20.00'
L30	N89°58'08"E	10.00'
L31	N0°01'52"W	44.49'
L32	N45°00'00"E	53.92'
L34	N22°30'00"E	1.72'
L35	N67°30'00"W	10.00'
L36	N22°30'00"E	12.00'
L37	S67°30'00"E	10.00'
L38	N22°30'00"E	92.06'
L40	N22°30'00"W	4.00'
L41	N67°30'00"E	12.00'
L42	S22°30'00"E	4.00'
L43	N67°30'00"E	28.85'
L45	N34°07'50"E	90.03'
L49	S23°02'49"W	28.00'
L50	S66°57'15"E	12.00'
L51	N23°02'49"E	28.00'
L52	S66°57'15"E	39.36'
L54	S71°45'33"W	63.32'
L55	N18°14'27"W	101.78'
L56	S71°45'33"W	20.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L57	S18°14'27"E	101.78'
L60	N90°00'00"W	105.10'
L61	N0°00'00"E	19.00'
L62	N90°00'00"W	12.00'
L63	S0°00'00"E	19.00'
L64	N90°00'00"W	19.90'
L68	S55°42'15"E	43.93'
L69	S34°17'49"W	9.24'
L70	S55°42'15"E	12.00'
L71	N34°17'49"E	9.24'
L74	S34°17'45"W	34.00'
L75	N36°58'43"E	10.00'
L76	S33°32'47"W	10.00'
L77	N12°59'17"E	10.00'
L79	S16°06'25"W	10.00'
L82	N60°17'08"W	10.00'
L83	S66°56'12"E	10.00'
L84	N0°01'52"W	62.00'
L85	N89°58'08"E	10.00'
L86	S0°01'52"E	62.00'
L87	S89°58'08"W	10.00'
L88	S0°01'52"E	12.30'
L89	N52°22'47"W	100.52'
L91	S35°35'21"W	8.01'
L92	S52°22'47"E	101.01'
L93	N52°22'47"W	100.62'
L94	N0°01'52"W	8.20'
L97	N33°34'18"E	30.00'
L98	S0°01'52"E	30.79'
L110	S50°36'25"W	30.00'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	1°07'05"	1025.00'	20.00'
C2	3°25'56"	1035.00'	62.00'
C4	3°25'56"	1025.00'	61.40'
C6	3°10'28"	1037.00'	57.46'
C7	3°10'26"	1047.00'	58.00'
C8	6°39'00"	560.00'	65.00'
C10	6°39'00"	570.00'	66.16'
C14	15°19'57"	1037.00'	277.50'
C16	15°30'07"	1047.00'	283.27'
C17	15°22'00"	1039.00'	278.66'



LEGEND

- = SECTION LINE
- = SUBDIVISION BOUNDARY
- = LOT LINE
- = RIGHT OF WAY LINE
- = EASEMENT LINE AS NOTED
- = TIE LINE
- = SURVEY MONUMENT AS NOTED
- = FOUND PROPERTY CORNER AS NOTED
- = REBAR W/CAP LS 41282 TO BE SET UPON COMPLETION OF CONSTRUCTION

BCHH = BRASS CAP IN HAND HOLE
BCF = BRASS CAP FLUSH
P.D.E. = PRIVATE DRAINAGE EASEMENT
ESMT. = EASEMENT
FND. = FOUND
P.U.F.E. = PUBLIC UTILITY AND FACILITIES EASEMENT
M.C.R. = MARICOPA COUNTY RECORDER
R/W = RIGHT OF WAY
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.B. = POINT OF BEGINNING

HUBBARD ENGINEERING
1840 S. Stapley Dr.
Suite 107
Mesa, AZ 85204
PH: 480.892.3313
www.hubbardengineering.com

CAMINO A LAGO SOUTH UNIT 7
TRACT G REPLAT
City of Peoria, Maricopa County, Arizona

Project No. 13132	Date 07/22/14
Project Manager JEREMY HAWS	Project Eng.

Sht 2 of 2

R130029

F:\13132\13132\Survey\ACD\13132 SURVEY BASE 03-21-13.dwg Jul 23, 2014 - 9:55am HJaworski

VICINITY MAP:

SCALE: NTS

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 28R

Date Prepared: August 12, 2014 **Council Meeting Date: August 27, 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 Various Liquor Licenses.

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:

Foad M. Sharif, Agent for Peoria Payless Market, has applied for a New Wine and Beer Liquor License (Series 10) located at 8385 NW. Grand Avenue.

Clare H. Abel, Agent for Wal-Mart Neighborhood Market #4275, has applied for a Location Transfer for an Off-Sale All Liquor License (Series 09) located at 7421 W. Thunderbird Road.

The public hearing notices were posted for at least 20 days, and no comments were received during the posting period. The license applications were reviewed according to State law and all Departments gave approvals.

Previous Actions:

In April 2006, the Mayor and Council recommended approval to the Arizona State Liquor Board for Grand Market for a New Wine and Beer Liquor License (Series 10) located at 8385 NW. Grand Avenue.

There has never been a liquor license at 7421 W. Thunderbird Road.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 NW. Grand Avenue, Foad M. Sharif, Applicant, LL#20010647.

Recommend approval to the Arizona State Liquor Board for a Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 W. Thunderbird Road, Clare H. Abel, Applicant, LL#20010744.

B: Recommend denial to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 NW. Grand Avenue, Foad M. Sharif, Applicant, LL#20010647.

Recommend denial to the Arizona State Liquor Board for a Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 W. Thunderbird Road, Clare H. Abel, Applicant, LL#20010744

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Peoria Payless Market, located at 8385 NW. Grand Avenue, Foad M. Sharif, Applicant, LL#20010647.

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a Location Transfer for an Off-Sale All Liquor License (Series 09) for Wal-Mart Neighborhood Market #4275, located at 7421 W. Thunderbird Road, Clare H. Abel, Applicant, LL#20010744

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicants have 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: Liquor License Applications.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

'14 JUN Liq. Lic. AM10:45

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): ~~10075176~~ 10076545

1. Type of License(s): #16

2. Total fees attached: $ 222.00 (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. SHARIF (Last) FOAD (First) MAHMOOD (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: ARL AND FAMILY L.L.C
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: PEORIA PAYLESS MARKET
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 8385 N W GRAND AVE (Do not use PO Box Number) PEORIA (City) MARICOPA (County) 85345 (Zip)
5. Business Phone: 623-979-1598 Daytime Phone: [redacted] Email: PeoriaMarket2014@gmail.com
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 8385 N W GRAND AVE (City) PEORIA (State) AZ (Zip) 85345
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application; 100.00 Interim Permit; _____ Site Inspection; 22.00 Finger Prints; $ 222.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 6-2-14 Lic. # 10076545

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.

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. 10 075176
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, Hana Barmo, 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.
(Print full name)

[redacted]
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7 day of June 2014

My commission expires on: 1/30/2016

OFFICIAL SEAL
AMY BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2016

[redacted] 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
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

'14 JUN 2 Liq. Lic. #10045

) Y R A S S E C E N F I T

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#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

BVSTR

License 10075176

Issue Date: 6/14/2006

Expiration Date: 12/31/2014

Beer & Wine Store

Issued To:
HANA F GARMO, Agent
KEVIN PLUS INC, Owner

Location:
GRAND MARKET
8385 N W GRAND AVE
PEORIA, AZ 85345

Mailing Address:
HANA F GARMO
KEVIN PLUS INC
GRAND MARKET
8385 N W GRAND AVE
PEORIA, AZ 85345

EXP 12/31/2014

LIQUOR LICENSES AND CONTROL ARIZONA

POST THIS LICENSE IN A CONSPICUOUS PLACE

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.*

1. Name of Corporation/L.L.C.: ARL AND FAMILY L.L.C
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 05-09-14 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-19248748 Date authorized to do business in AZ: 05-09-2014
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
SHARIF	FOAD	M	MEMBER	[redacted]	

(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
SHARIF	FOAD	M	100%	[redacted]	

(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 is it appears on license) Last First Middle

2. Assignee's Name: _____
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: (Other than business) Street _____
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.

_____ State of _____ County of _____
(Signature of CURRENT LICENSEE) 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 _____
   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: 1300 ft. Name of school PEORIA High school
   Address 11200 N 83RD AVE PEORIA AZ 85345
   City, State, Zip
2. Distance to nearest church: 900 ft. Name of church APOSTOLIC FAITH CENTER
   Address 8525 NW GRAND AVE, PEORIA AZ 85345
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name ASMAHAN SAYECH
   Address 4945 W ELECTRA LN GLENDALE AZ 85310
   City, State, Zip

4a. Monthly rental/lease rate $ 2000.00 What is the remaining length of the lease 5 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ 12000.00 or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? $ 0
   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)? C. Store

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.

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 # 10075176 (exactly as it appears on license) Name HANA F CARMO

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:

_____ and license #: _____
Last First Middle

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.

_____
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.

_____
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.

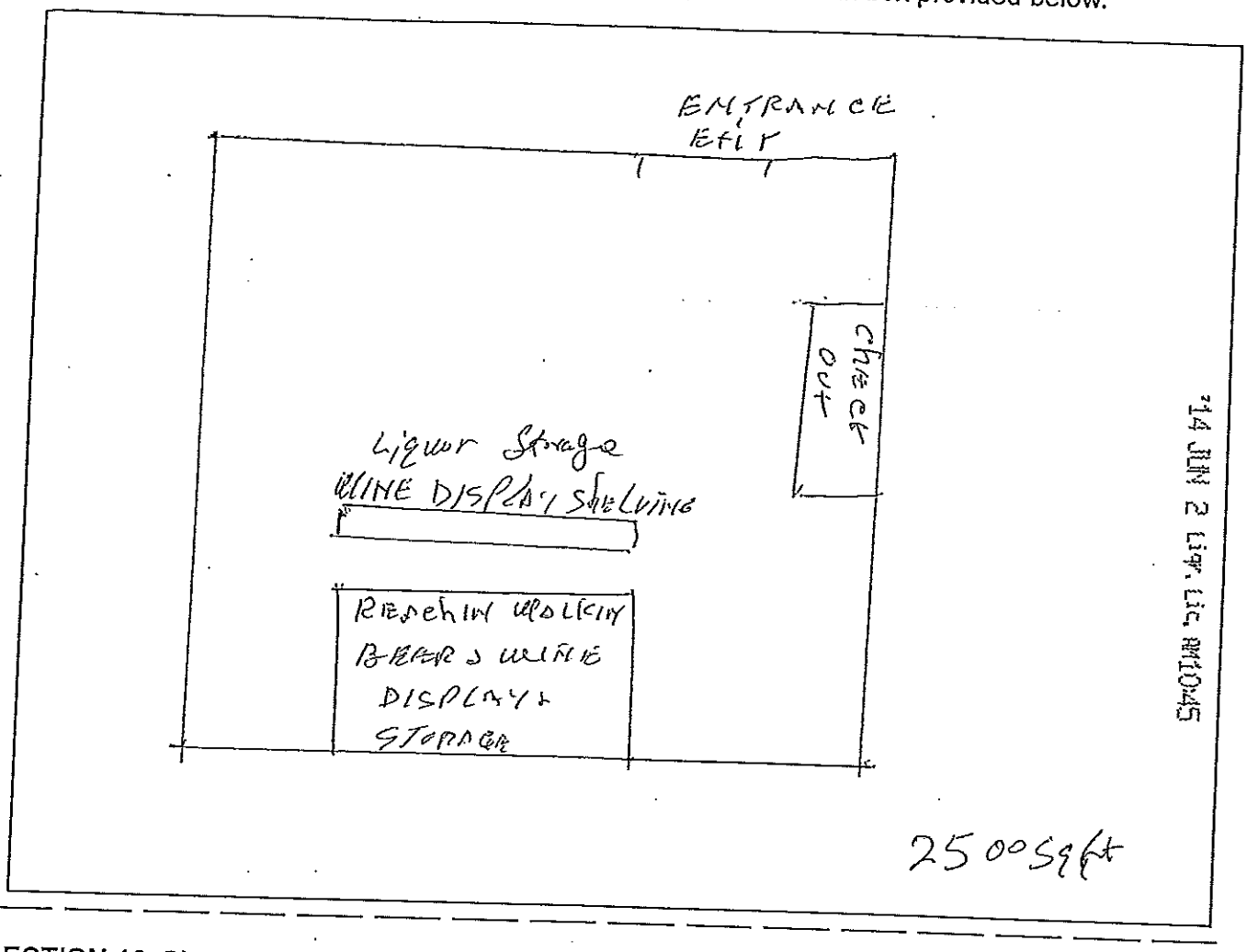
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

_____
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, 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.



SECTION 16 Signature Block

I, FOAD M AHMOOD SHARIF, hereby declare that I am the OWNER/AGENT filing this 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 [redacted] Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 2nd of June 2014
Day Month Year

My commission expires on: 30 7 2016
Day Month Year

OFFICIAL SEAL
AMY BOEHNE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2016

[redacted]

Arizona Department of Liquor Licenses and Control
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): 09070243

1. Type of License(s): Series 9 (liquor store)

2. Total fees attached: $ 100.00 (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. Abel (Last) Clare (First) Hollie (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: Wal-Mart Stores, Inc.
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Wal-Mart Neighborhood Market #4275
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 7421 West Thunderbird Road (Do not use PO Box Number) Peoria, AZ (City) MARICOPA (County) 85381 (Zip)

5. Business Phone: PENDING Daytime Phone: 602-234-9920 Email: chabel@bcattorneys.com

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: Wal-Mart Stores, Inc., Dept 8916; 702 SW 8th Street, (City) Bentonville, (State) AR (Zip) 72716-0500

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application ____ Interim Permit ____ Site Inspection ____ Finger Prints $ 100.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 5/28/2014 Lic. # 09070243

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.
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._____
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, _____ (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_____ (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)

'14 MAY 28 1:47 LIC. MGR

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 T

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#

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 28 Liq. Lic. 9:08

1. Name of Corporation/L.L.C.: Wal-Mart Stores, Inc.
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 8/27/1987 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: F-0039158-6 Date authorized to do business in AZ: 8/271987
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
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
See attached list of officers and directors.		

(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
See attached stock affidavit.		

(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: N/A

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)

Wal-Mart Stores, Inc.

NAME AND TITLE	RESIDENCE ADDRESS	SSN & DOB
Michael Terry Duke C.E.O.	[redacted]	[redacted]
Phyllis M. Harris Sr. V.P. &Chief Compliance Officer	[redacted]	[redacted]
Jeffrey Allan Davis Treasurer	[redacted]	[redacted]
James Renfrow Asst. Secretary	[redacted]	[redacted]
Andrea Marie Lazenby Asst. Secretary	[redacted]	[redacted]

The above directors own less than 1% of Wal-Mart Stores, Inc., a publicly traded corporation.

'14 MAY 28 Liqr. Lic. AM 9:08

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:** N/A.

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
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)** N/A.

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:** N/A.

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.

_____ State of _____ County of _____
(Signature of CURRENT LICENSEE)
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

14 MAY 28 Liq. Lic. 08 08

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 Wal-Mart Marketside #5904
   Address 7561 East Baseline Road, Mesa, AZ 85209
2. New Business: (Physical Street Location) Name Wal-Mart Neighborhood Market #4275
   Address 7421 West Thunderbird Road; Peoria, AZ 85381
3. License Type: Series 9 (liqr store) License Number: 09070243
4. If more than one license to be transferred: License Type:_____ License Number: _____
5. What date do you plan to move? November 1, 2014 What date do you plan to open? December 1, 2014

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))

'14 MAY 28 Liqr. Lic. AM 9:08

1. Distance to nearest school: 3,168 ft. Name of school Primrose School of Arrowhead
   Address 7619 West Thunderbird Road, Peoria, AZ 85381
   City, State, Zip
2. Distance to nearest church: 3,696 ft. Name of church Peoria Church of the Nazarene
   Address 7717 West Thunderbird Road; Peoria, AZ 85381
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease __ yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? $ -0-
   Please list lenders you owe money to. N/A.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Discount retail department store with grocery.

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 09070243

Issue Date: 6/24/2010

Expiration Date: 12/31/2014

Liquor Store

Issued To:
CLARE HOLLIE ABEL, Agent
WAL-MART STORES INC, Owner

Location:
WAL-MART MARKETSIDE #5904
7561 E BASELINE RD
MESA, AZ 85209

Mailing Address:
CLARE HOLLIE ABEL
WAL-MART STORES INC
WAL-MART MARKETSIDE #5904
702 SW 8TH ST
C/O DEPT 8916
BENTONVILLE, AR 72716

LIQUOR LICENSES AND CONTROL ARIZONA

POST THIS LICENSE IN A CONSPICUOUS PLACE

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.

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 #_____(exactly as it appears on license) Name _____

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:

_____ and license #: _____
Last First Middle

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.

_____
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] CHA
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? December 1, 2014
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] CHA
applicants initials

'14 MAY 28 Liq. Lic. AM 9:08

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed 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.

39,700 square feet.
See attached floor plan.

'14 MAY 28 Liqr. Lic. AM 9:08

SECTION 16 Signature Block

I, Clare Hollie Abel (print full name of applicant), hereby declare that I am the OWNER/AGENT filing this 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]
(si[redacted]ion 4, Question 1)

State of ARIZONA County of MARICOPA

BETH BRIGGS
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
MY COMM. EXPIRES 8-03-14

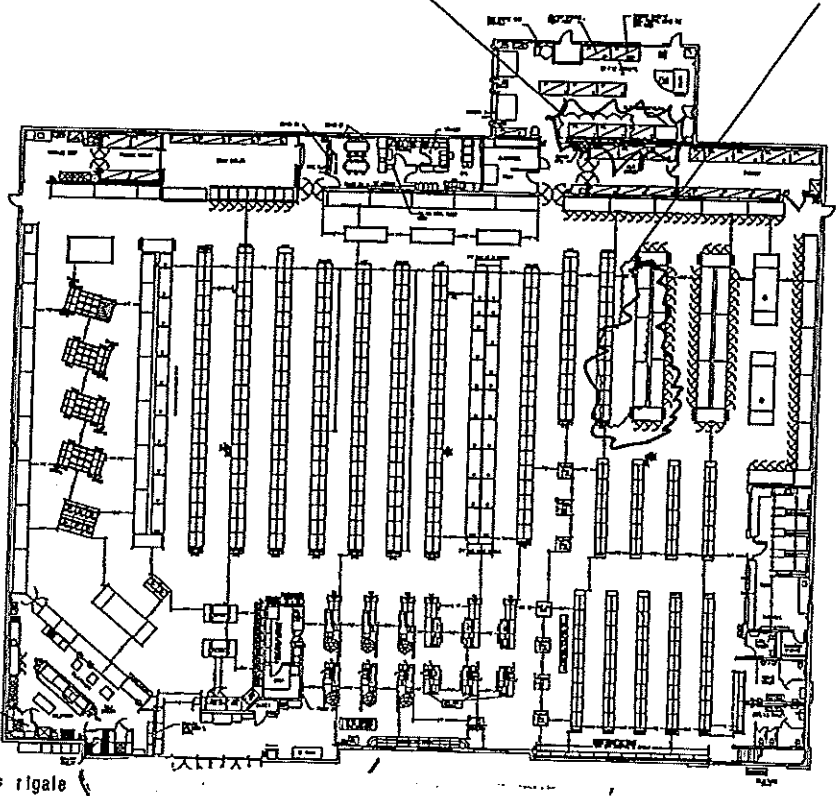
The foregoing instrument was acknowledged before me this 22ND of MAY, 2014
Month Year

My commission expires on : _____
Day Month Year

[redacted]
signature of [redacted] PUBLIC

Liquor storage
~~ALCOHOL STORAGE~~

Liquor storage
~~ALCOHOL SALES~~



User: rigale

public entry-exit

'14 MAY 28 Liqr. Lic. AM 9:08

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 29R

Date Prepared: July 23, 2014 **Council Meeting Date:** August 27, 2014

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Dial–A-Ride Fare Adjustment

Purpose:

Discussion and possible action for the Mayor and Council to amend an ordinance that will adjust fees charged by the Public Works – Utilities Department for Dial-A-Ride program services.

Background/Summary:

The City of Peoria provides Dial-A-Ride services including Americans with Disabilities Act (ADA) service in full compliance with Federal Transportation Administration (FTA) requirements. The FTA requires Dial-A-Ride services to be provided within three quarters of a mile on either side of a bus route and match the hours of operation of that bus route.

The City of Peoria currently provides enhanced service which exceed the minimum FTA standards by offering Monday through Friday Dial-A-Ride services throughout the City. In addition, the City offers "Dial-A-Ride Plus" services to Peoria residents Monday through Friday. Dial-A-Ride Plus provides for trips to local medical centers including Thunderbird, Arrowhead, and Boswell hospitals which are located outside the City boundaries.

At the April 1, 2014 Council Study Session staff reviewed Dial-A-Ride proposed fare changes along with public comment from three public hearings that were conducted at the Sunrise Mountain Library, Public Safety Administration Building, and the Peoria Community Center. There were no comments in opposition to proposed fare changes from the public. The Mayor and Council subsequently gave staff direction to make the proposed fare changes. The proposed changes are to reduce the ADA fare from $2.00 to $1.00 and raise the non-ADA fare from $1.00 to $1.50. The ADA fare applies to our customers who have been through a certification process and the non-ADA fare is for uncertified disabilities, customers over 65, and children age 12 and younger. All other customers would pay the general fare of $3.00. The general fare is not proposed to change.

Proposed Dial-A-Ride Fees

	Current	Proposed	
General Public	$3.00	$3.00	(no change)
ADA Certified	$2.00	$1.00	
Seniors, Individuals with Disabilities (non-certified) and Children age 12 and under	$1.00	$1.50	

The changes are made by way of amending Chapter 2 of the Peoria City Code (1992) by amending Table 2-222 pertaining to Public Works – Utilities Department fees charged for Dial-A-Ride.

Previous Actions:

1. Council adjusted Dial-A-Ride fares in June, 1991 (Ordinance No. 91-12).
2. Council adjusted Dial-A-Ride fares in September, 1999 (Ordinance No. 99-94).
3. Council reviewed proposed fare adjustments at the April 1, 2014 Council Study Session.

Options:

A: The Mayor and Council amend the ordinance resulting in the adjustment of Dial-A-Ride fares.

B: The Mayor and Council do not amend the ordinance resulting in the current fares remaining in place.

Staff's Recommendation:

Staff recommends that the Mayor and Council amend Chapter 2 of the Peoria City Code (1992) by amending Table 2-222 Pertaining to Public Works – Utilities Department fees charged for Dial-A-Ride Program services.

Fiscal Analysis:

Currently fares make up about 4 percent of revenues for the Dial-A-Ride operation. With the approval of the proposed Ordinance, revenues could increase by approximately $15,000 annually.

Exhibit(s):

Exhibit 1: Proposed Ordinance

Contact Name and Number:

William Mattingly, Public Works – Utilities Director

ORDINANCE NO. 2014-34

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY AMENDING TABLE 2-222 PERTAINING TO PUBLIC WORKS - UTILITIES DEPARTMENT FEES CHARGED FOR DIAL-A-RIDE PROGRAM AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

THEREFORE, it is ordained by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Chapter 2 of the Peoria City Code (1992) is amended by amending Sec. 2-222 (a), Table 2-222 pertaining to Public Works Department Dial-A-Ride fees, which shall read as follows:

See Table 2-222

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 27th day of August, 2014.

CITY OF PEORIA, Arizona, an Arizona municipal corporation

_____
Bob Barrett, Mayor

Date Signed: _____

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in Peoria Times
Publication Date: September 5, 2014

Effective Date: _____

Ordinance No. 2014-34

TABLE 2-222

Section 2-222(a)
PUBLIC WORKS DEPARTMENT;
~~FLEET AND FACILITIES~~ TRANSIT DIAL-A-RIDE FEES ~~CHARGES~~

Item	Date Effective
Dial-A-Ride Fare---General Public ~~[over the age of 12]~~*,~~**	3.00
Dial-A-Ride Fare--- Individuals with Disability (ADA Certified) ~~Disabled customers~~, *,~~**	1.00
Dial-A-Ride Fare---Seniors, Individuals with Disability (Non-ADA Certified) and Children ~~Age 5 – 12~~,*,~~**	1.50 ~~1.00~~
~~Dial-A-Ride Fare---Children Under Age 5,*,**~~	~~No Charge~~
~~Dial-A-Ride Fare---20 Ride Pass General Public,*,**~~	~~$54.00~~
~~Dial-A-Ride Fare---20 Ride Pass, Seniors, Disabled and Children,*,**~~	~~$18.00~~

ADA = Americans with Disabilities Act

Dial-A-Ride Fare Categories:
- General Public = over the age of 12
- Seniors = age 65 and above
- Children = age 12 and under
- Individual with Disability ADA Certified
- Individual with Disability Non-ADA Certified

*All fares for service are subject to a 24-hour advance reservation requirement unless waived for good cause by the transit supervisor.

~~**Service is restricted to those parts of the City of Peoria, South of Pinnacle Peak Road, except for point of origin for senior and disabled customers residing North of Pinnacle Road.~~

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 30R

Date Prepared: August 7, 2014 **Council Meeting Date:** August 27, 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

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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 was 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 shall become effective the date it is signed and approved by both parties, 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	July 1, 2014 through June 30, 2015
$22.00	July 1, 2015 through June 30, 2016
$22.50	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 shall become effective the date it is signed and approved by both parties, 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. The proposed landfill disposal fees and the reimbursement revenues for recycled material are beneficial to the City of Peoria and will help to control costs for these services and promote rate stability. The current landfill disposal fee is equal to $28.00 per ton and the proposed fee (for the first two years) is $22.00 per ton. This is projected to reduce landfill costs approximately $120,000 in the first year. The proposed payment to the City of Peoria for recycled material is equal to a fixed rate of $35.00 per ton. This will help to provide stability in the projected revenue for recycled material and 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 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:

"Acceptable 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.

"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.

"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 year 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.

"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 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.

"Recycable Material" means all Waste, whether ***"Acceptable Recyclable Material"*** or ***"Unacceptable Recyclable Material"*** delivered to the MRF by Peoria for recycling and/or disposal.

"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 per ton charged to Peoria and adjusted by Glendale for disposal of Acceptable Waste Material delivered by Peoria at the Landfill, as more fully set forth inthe Parties' Solid Waste Landfill Intergovernmental Agreement. The Tipping Fee for disposal of Acceptable Waste Material delivered to the Landfill by Peoria is currently $22.00 per ton.

"Ton" means two thousand (2,000) U.S. pounds.

"Unacceptable Recyclable Material" means that portion of post consumer materials which may not be considered **"*Acceptable Recyclable Material"*** and 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 Tipping Fee for processing and disposing of Unaceeptable Recyclable Material at the Landfill, except as provided in subsection C and Sections 2.5 and 2.8 below.

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 any load of 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 it 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 is net 30. 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 all 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 Unacceptable Recyclable Material processed at the MRF will be waived, as long as the amount of Unacceptable Recyclable Material does not exceed twenty-five percent (25%) by weight of the delivered load. Loads delivered to the facility containing Unacceptable Recyclable Material in excess of twenty-five percent (25%) by weight will be determined to be "waste" and billed at Peoria's prevailing Tipping Fee, plus any fee for the handling of Special Wastes or Hot Loads, as provided herein.

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 or the Landfill. 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 at a flat rate of thirty five dollars per ton ($35.00/ton) for each ton of Recyclable Material delvered to the MRF by Peoria. 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. This Agreement shall become effective the date it is signed and approved by both parties, 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 renewed in a signed writing, agreed upon and executed by both 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. 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 MRF employee or other Glendale representative.

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

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 Glandale is authorized to disposed 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.

"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 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" 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 per ton charged and adjusted by Glendale for disposal of Acceptable Waste delivered 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 Glendale 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 from 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 of weighing 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 it 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 to 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	Applicable Term
$22.00 $22.00 $22.50	Effective Date 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 device 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 renewal becomes 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 the same 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 the date it is signed and approved by both Parties, 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 renewed in a signed writing, agreed upon and executed by both 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 by providing 90 days' 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 next 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 handling procedures fees for Hard to Handle Wastes, incurred as a result of its delivery and disposal of wastes in the Facility for the 90-day notice and pre-termination period. 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 Majeure has ceased, or as soon as practicable, and the Party claiming the Force Majeure 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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 31R

Date Prepared: August 12, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Private Promoter Event – Affiliate Status and Funding Request for the 2015 Multicultural Music Festival

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Purpose:

This is a request for City Council to authorize special event affiliate status and a funding request for the **2015 Multicultural Music Festival** in the amount of $29,000.

Background/Summary:

The 2015 Multicultural Music Festival is planned for Saturday, April 26 at Osuna Park, from 4-10 p.m. The headlining act will be "TIERRA", along with two other national acts, yet to be determined.

The Festival is sponsored by the Northwest Black History Committee, a 501c3 Non-Profit, and celebrates all cultures in Arizona with a family-friendly event featuring music, dance, food and more. Expected attendance at the event this year is 7,000 people, of which 4,000 will have paid the entrance fee of $5 (with children under 12 admitted free).

The request for funding of $29,000 from the City of Peoria will be combined with corporate sponsorships, food and beverage sales, and gate and vendor fees to cover the costs of the event. The funding from the City will be used to pay for City staff and services (such as Public Safety staff and refuse collection), production costs and permitting. The revenue estimate for the 2015 Multicultural Music Festival is $38,900, not including the city's support.

With support from the City, the Committee successfully executed the 2014 Multicultural Music Festival on April 12th this past spring. For many years, the Committee has focused its efforts on events and activities that celebrate the rich cultural heritage of African Americans and educate on the values of cultural diversity in the community.

Previous Actions:

During the FY 2015 City Council Budget Study Sessions, the City Council approved up to $50,000 of city financial support and/or in-kind contributions to be allocated to various affiliate events. At that time, it was not known which events would request such support or what the needs would be. It was then planned for staff to bring requests for city support for affiliate events to the City Council for approval, as requests are received.

For the 2014 Multicultural Music Festival, the City of Peoria contributed $20,000 in funding and support. Additionally, the 2014 Festival received funding from the City through a Festival Arts Grant and District Funds, as well as outside sources including corporate sponsors, vendor fees and gate fees.

Options:

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

A. Approve affiliate status and funding request in the amount of $29,000 for the 2015 Multicultural Music Festival, and authorize the associated budget adjustment from General Fund Reserves to Special Events Other Professional Services.

B. Deny the funding request for the 2015 Multicultural Music Festival.

Staff's Recommendation:

Staff recommends that City Council approve the affiliate status and funding request for the 2015 Multicultural Music Festival in the amount of $29,000.

Fiscal Analysis:

A budget adjustment in the amount of $29,000 is requested from the General Fund Contingency account (1000-0300-570000) to the Special Events Other Professional Services account (1000-1510-520099) to fund the request for the 2015 Multicultural Music Festival. If approved, this request will use $29,000 of the $50,000 approved by the City Council for this purpose, leaving $21,000 for other events during the remainder of the fiscal year.

Exhibit(s): None

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 32R

Date Prepared: August 4, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Community Services Master Plan

Purpose:

To provide City Council the final draft of the Community Services Master Plan (CSMP, an update of the 2006 PROST) and to seek approval of the master plan's findings, priorities, and recommendations.

Background/Summary:

The City contracted with Norris Design in December, 2012 to update the Parks, Recreation, Open Space, and Trails Master Plan (PROST). Norris Design's work plan elements include the following:

- ✓ Data and information gathering
- ✓ Inventory and asset conditional assessment
- ✓ Public input and community needs assessment
- ✓ Park and recreation facility standards and goals
- ✓ Service, management and operations planning
- ✓ Needs assessment report and presentation
- ✓ Prioritized Action Plan and Recommendations

Staff and Norris Design presented to Council a status report and update in January, 2014 that included the public engagement process, detailed information from the citizen survey, and recommendations for the department moving forward. The CSMP was built to align with the 24- Month Council Policy Goals, the General Plan, and the Sonoran Open Space Preservation Plan that is currently in progress. The [final] full draft of the CSMP is available for download from the project website at ***www.my.peoriaaz.gov*** **.**

By general definition, master planning is a process that identifies community goals and aspirations, generally through a public engagement process, that covers large geographic areas, with a broad range of topics over long-term time duration. The outcome of master planning

can help guide public policy. The CSMP focuses on the park and recreation elements of the department. When linked with the City's General Plan, the CSMP helps guide parks and recreation amenities within new residential and commercial developments that plan to build in Peoria, to insure that basic facilities and services are being met and not duplicated. Staff will present several examples of neighborhood parks, trails, and recreation amenities that are identified in the CSMP that are linked with future growth and development projects. Furthermore, the CSMP also identifies some organizational changes that are being pursued to better efficiency and operation of the department. Finally, there are additional goals that outline the care for existing infrastructure to insure Peoria sustains an outstanding park and recreation system.

City Council is encouraged to review the entire plan and provide additional comment and feedback on the updated CSMP. Staff is seeking City Council support to approve and adopt the draft master plan, or provide additional feedback to make additional changes prior to final approval.

Previous Actions:

City Council Meeting (May 20, 2014) City Council approved a contract amendment with Norris Design Inc. for additional services to complete the Community Services Master Plan.

City Council Study Session (January 21, 2014): Community Services staff and the consultant team provided a planning update of the Community Services Master Plan and requested feedback, comment, input, and direction on the master plan's findings, priorities, and recommendations.

City Council Study Session (July 2, 2013): Community Services staff along with consultant team provided an update of the process, accomplishments, and citizen survey results.

City Council Meeting (January 22, 2013): Community Services staff provided an overview to hire Norris Design Inc. to update the Parks, Recreation, Open Space and Trails Master Plan.

Options:

A. Approve and adopt the Community Services Master Plan as presented.

B. Provide additional input and changes prior to adopting the Community Services Master Plan.

C. Request staff and the consultant team to conduct additional changes to the master plan based on direction and feedback from City Council.

Staff's Recommendation:

Staff recommends the City Council approve the 2014 Community Services Master Plan.

Fiscal Analysis:

There is no immediate fiscal impact by adopting the Community Services Master Plan. There are medium and long term goals that have financial impacts provided that City Council decides to pursue various park and recreation amenities.

Exhibit 1: Community Services Master Plan Executive Summary

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

City of Peoria, Arizona

Community Services Master Plan

Implementation Strategies for Parks, Recreation, Open Space, Trails, Sports Facilities, Public Art and Libraries

Executive Summary

August, 2014

Executive Summary

Community Services Department Mission:

To meet the needs of the citizens of Peoria by developing, implementing and maintaining quality programs, services, events and facilities which are cost effective, creative and responsive to citizen input.

The Community Services Master Plan has been developed through an interactive process between the City of Peoria, its residents, partners and stakeholders. The goal of a Master Plan is for an organization to develop a blueprint of where its consumers would like them to move toward and provide policy makers a clear direction of what it will take to achieve that vision. The Master Plan will complement the current initiative to obtain national accreditation for the Community Services Department by the National Recreation and Parks Association's (NRPA) Commission for Accreditation of Park and Recreation Agencies (CAPRA). Peoria is a growing community in the Valley and it is critical for the Community Services Department to have measureable goals for implementation to meet the needs of residents as its services expand. Any Master Plan is a "living document" that will and must adjust to changes within the community as time passes. This is certainly true with the City of Peoria Community Services Master Plan.

This community-driven plan is intended to assist the Community Services Department by identifying the existing level of service and establishing prioritized recommendations. The first phase of the planning process for the Community Services Master Plan was the assessment of needs based upon the review of existing parks, recreation, open space, trails, sports facilities and library facilities. In analyzing these assessments, the review of recreation-related documents and the collection of new data utilized the following methods:

- Review of the master plans and studies including the 2006 Parks, Recreation, Open Space and Trails Master Plan and the 2013 Sonoran Preservation Program Planning Document.
- Hosting public input workshops.
- Review and update of the existing inventory and an analysis of parks, recreational facilities, trails, libraries and recreation programs.
- Identification of potential deficiencies in existing parks and recreation facilities with respect to park acreage standards and recreation programming needs.
- An analysis of the potential for improvement to existing parks, joint development opportunities, and public trails development recommendations.
- The review of operational and maintenance policies and standards for the Department as a whole and recommendations to maintain a safe, clean and quality parks system.
- An evaluation of the Level of Service (LOS) being provided to the community compared to local, regional and national standards.

This process included extensive community engagement including forums such as:

- A community-wide survey
- Parks and Recreation Board meetings
- Focus group interviews
- Youth group session
- Community Services, Public Works and Planning Staff interviews
- Stakeholder interviews

The team's assessment indentified the following areas of focus to meet the needs of the community and advance Peoria as a leader in delivering community services.

Park and Facility Development and Enhancement

The park, recreation and library facilities as well as the Sports Complexes receive high marks from residents, as proven in recent satisfaction surveys. The parks, especially the Community Parks such as Rio Vista are very popular and heavily used. Those parks with lighted diamond fields are very busy as well. The two libraries have very popular programs and many patrons using the space to read, work and study. The popularity of the facilities shows a need and desire for these types of facilities throughout the community. However, because the majority of growth will occur north of Bell Road, specific attention to the distribution of park amenities and library facilities in the northern part of the City is important. Not only is there demand for new facilities, but there is a need to maintain and upgrade existing facilities and the amenities within them. Where possible, additional lights on fields would help alleviate programming demands. The Main Library is in need of an update that will make it more functional for users and staff.

Programs and Services Delivery

The strength of the programming offered by the City of Peoria's Community Services Department is that it is well-rounded and comprehensive in both the realms of recreation and library services. The programming and services provide resources for the youth of Peoria to get out and try new activities, coverage for care around the school schedule through the AM/PM program and summer programs as well as specific services for adults and older adults. There are opportunities to enhance the offerings of the programming provided by the department such as programs for youth and adults in art and crafts, active programs for both adults and older adults, including senior-only fitness classes and softball leagues. The technology evolution presents many opportunities to support the community in education, business resources and access to technology. The libraries are experiencing this trend and understand there is a demand for services that could become a revenue source for the department. Staff is willing to accommodate the interests of the community if they can find the physical space as well as a space in the calendar to host an activity.

Partnerships and Collaborative Efforts

The City of Peoria's Community Services Department has worked to establish and maintain strong partnerships with other local agencies, sports organizations and support resources, including the school district, Maricopa County, the Peoria Diamond Club, Special Olympics and DHS/DES. These key relationships provide programming support and associated facilities to meet the recreation and leisure needs of the community. The Department also delegates responsibilities to a few non-profit groups and relies on their expertise and passion to provide programs, volunteers and fundraising for sports programs. Therefore, continued open channels of communication and clear understanding of responsibilities between the partners will be important to long-term growth of the Department's facilities and programs. Additional partnerships and collaborative efforts with other agencies, local businesses, and non-profit organizations should be evaluated on a case by case basis in order to maximize resources of the Department and the City as they grow.

Internal Department Organization and Staffing Needs

The Community Services Department is divided into four divisions with a manager for each division; Parks, Recreation, Sports Facilities and Library Services. All four divisions have dedicated and passionate staff that work to achieve high customer satisfaction with the services being provided and have a high approval rating from the community. Despite tight budgets, the staff has managed to maintain a high level of quality in maintenance, programming and library collections because of these efforts.

The City of Peoria is a growing community, and despite the high approval ratings, the staff has identified areas of improvement

that are needed in anticipation of service expansion. Continued monitoring and improvements to communications between the divisions as well as throughout City departments would benefit the entire department. This would include better coordination between recreation programming and maintenance staff, as well as implementing a plan that allows staff to access support services such as technology and facility repair outside of standard City hours. Staff could also benefit from efficiency improvements including defining specialized positions and evaluating maintenance operations.

Funding Resources and Budget Allocations

The Community Services Department funding has remained consistent over the past five years. In order to keep the City on pace with other progressive community service providers and provide recreation and leisure opportunities to the residents of the community, increases will need to be made to current funding levels. Potential long-term funding sources may include a dedicated property and/or sales tax, the creation of a special taxing district specifically dedicated for parks, recreation, trails and libraries and/or revisiting impact fees. Based on our findings from the community survey complete in the Spring of 2013, respondents were supportive of allocating additional funding to existing and future services provided by the Community Services Department. With that said, there may be potential reluctance by the residents of Peoria to support the idea of new or additional fees and taxes. In order to sustain the Department's quality services, programs and facilities, as well as the development of needed new facilities, the City should be proactive in identifying, seeking out and supporting new funding mechanisms, matching funds for grants and alternative funding. The stable financial position of the City of Peoria provides a solid foundation for Peoria to increase reinvestment in facilities, programs and services as the economy improves.

The areas of focus guided a prioritized 10-Year Action Plan outlining specific goals, objectives, strategies, champions and costs complete with a timeframe for implementation (please refer to Section 14 - starting on page156). Priorities are established based on the greatest community need, such as those identified through the community survey, level of service analysis and national standards. These recommendations have been divided into Short Term Goals (to be completed by 2014-2016), Mid Term Goals (to be completed by 2017-2019) and Long Term Goals (to be completed by 2020-2023).

Short Term Goals focus efforts and resources on continuing to maintain and improve existing facilities, programs and services, with a list of specific improvements for individual parks and facilities, as well as opportunities to expand services through partnerships and alternative funding. With regard to the Mid and Long Term Goals, as additional funds and resources are identified, the Department is guided to work to expand facilities and services through larger-scale projects to meet the changing needs of the community.

Close interaction with the public, city staff, and key stakeholders was critical throughout the master planning process. The good news that has resulted by this undertaking is the common findings from these meetings and the surveys conducted made it clear that residents and stakeholders are extremely satisfied and appreciative of the programs and facilities that are offered by the Community Services Department. Policy makers should be reassured that the decision and actions undertaken previous to this Master Plan have laid a valuable foundation that contributes to the "quality of life" that the residents of Peoria have come to appreciate.

Parks, recreation, open space, trails, sports facilities, library facilities, public art and community events are an integral part of the Peoria's community fabric, serving to strengthen its community interaction, culture, image and unique sense of place. In turn, these resources help define the quality of life and make Peoria a great place to live. The Community Services Master Plan is intended to become the guiding document for this vision as it relates to facilities and services provided by the Community Services Department. Considering the opportunities Peoria has in its future, the timing of this plan is optimal to develop sound planning, sustainable programs and operations that best benefit the residents of Peoria.

Thank you to the City Staff, Park and Recreation Board members and residents who contributed to this plan and who continually work to make Peoria a wonderful place to live and play!

Sincerely

John Sefton
Community Services Dierector

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 33R

Date Prepared: August 14, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Consideration and possible adoption of a Resolution ordering and declaring formation of Vistancia West Community Facilities District and approving and authorizing the execution and delivery of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District)

Purpose:

This is a request for City Council to consider possible adoption of a Resolution ordering and declaring formation of Vistancia West Community Facilities District and approving and authorizing the execution and delivery of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District). This Council action will satisfy one of the zoning stipulations required for development of the Trilogy West development project.

Background/Summary:

In 2001 the City Council approved the formation of the Vistancia Community Facilities District (Vistancia CFD) that encompasses the entire Vistancia development project, comprised of approximately 7,100 acres. The large Vistancia master-planned community includes the existing Shea Homes "Trilogy at Vistancia" community, an age-restricted, active-adult community consisting of approximately 710 acres and 2,370 single family homes. The Vistancia CFD assesses an annual property tax of $2.10 per $100 of assessed value. The tax rate is assessed on property within the Vistancia CFD, including homes in the "Trilogy at Vistancia" development.

<u>Trilogy West Zoning Stipulations</u>
On December 10, 2013 the City Council approved Ordinance No. 2013-26 rezoning approximately 360 acres to the Trilogy West Planned Area Development Zoning District in order to allow the development of a single-family residential community of approximately 1,000 homes. The amendment to the zoning was subject to a number of stipulations, one of which required the land owners to execute a Petition requesting formation of a new CFD and

providing all required waivers. This unique zoning stipulation was intended to create similar property taxes between the current homeowners residing in the "Trilogy at Vistancia" development and new homeowners that would live in the new "Trilogy West" project.
The Vistancia West CFD is being considered due to the fact that the new Trilogy West homes will be an expansion of the existing Trilogy at Vistancia development. The new Trilogy West homes will be annexed into the existing Trilogy at Vistancia HOA and will help support the Vistancia Maintenance Corporation. In addition, the new Trilogy West homes will share privately owned, joint recreational amenities, such as the Kiva Club, resort-type swimming pool facilities, fitness facilities, tennis and sports courts, café, spa, and meeting rooms with the Trilogy at Vistancia residents. Likewise, residents of the existing Trilogy at Vistancia community will share in new facilities and amenities that will be constructed in conjunction with the Trilogy West expansion. These include a new club, outdoor resort pool, tennis courts, fitness studio, meeting rooms, trails, and outdoor areas.

From a homeowners perspective the two Trilogy active adult communities will appear to be a single development. Otherwise, the small 360 acre Trilogy West project would not be considered and/or recommended by staff for creation of a new CFD. As stated above, the overriding consideration for the new Vistancia West CFD is Council's goal whereby the new homeowners in Trilogy West will have a CFD tax rate that closely matches the $2.10 Vistancia CFD tax rate that is currently in place in Trilogy at Vistancia.

Trilogy West CFD Working Group

Immediately after Council's zoning action in December 2013 city staff created a CFD working group to meet and discuss how a new CFD could be formed to meet the zoning stipulation and best accomplish the identified tax rate issue. The team consists of representatives from Shea Homes (the development manager for Trilogy West) and their legal representative, city staff from several departments, the city's financial advisor, the city's outside bond counsel, and the firm under city contract to underwrite CFD bonds. The team's first meeting occurred on December 18, 2013. In accordance with the City's CFD Policy (as amended by Council on May 6, 2014), the team reviewed an initial CFD application that had been submitted by the developer. However, the original CFD application did not adequately address Council's tax rate goal for the new Trilogy West project.

Due to the time sensitivity of the Trilogy West development project and the unique zoning stipulation, the team expedited the normal CFD application review process and began directly negotiating a CFD structure that would meet Council expectations. After numerous meetings and conference calls, the team has developed a recommended structure for the new CFD that addresses the zoning stipulation and Council's tax rate concerns while complying with the City's CFD Policy (as amended by Council on May 6, 2014).

Key Terms of the Vistancia West CFD Development Agreement

In association with the new Vistancia West CFD, staff recommends approval of the District Development, Financing Participation and Intergovernmental Agreement. The agreement is structured to issue a certain amount of CFD bonds that will create debt service payments that support a $2.10 tax rate in the new CFD area. The $2.10 tax rate will stay in place three years beyond the final debt service payments currently in place for the existing Vistancia CFD. The working group believes this is an appropriate time period consistent with the concepts foundational to the CFD zoning stipulation.

The District Development, Financing Participation and Intergovernmental Agreement includes the following structure:

- CFD has authority to approve the issuance of up to a maximum of $9 million in general obligation bonds.
- Anticipate actually issuing about $6 million in general obligation bonds.
- An initial, small bond issue, estimated at less than $15,000, to establish the initial tax rate at $2.10, followed by a subsequent larger bond sale, estimated at about $6 million, anticipated in calendar year 2014 or 2015.
- Amortization of the bonds through 2028/2029 (3 years past the current Vistancia CFD).
- Development joint venture (but not Shea) executes a Standby Contribution Agreement whereby it guarantees to make any necessary cash contributions to meet the anticipated shortfalls in debt service payments at a tax rate of $2.10.
- Joint venture obtains a Letter of Credit (LOC) as collateral to ensure shortfalls in payments under the Standby Contribution Agreement.
- The Standby Contribution Agreement and Letter of Credit are released after the assessed values and tax levy are stabilized for a period of two to three years at the $2.10 tax rate.
- CFD projects include the joint venture's share of certain large, regional projects including the Westland Water Campus, Offsite Sewer, and Loan Mountain Waterline projects. The 135th Avenue street project may be included if necessary to support the issuance of bonds to achieve the $2.10 CFD tax rate.
- Impact fees within the CFD boundaries will likely need to be reduced to exclude any CFD financed infrastructure.
- Indemnification of District's actions and liability provided by the joint venture and Shea along with an expense subsidy.
- A disclosure document to be signed by each homebuyer that acknowledges the existence of a CFD with the specific taxing authority.

Financial Risk Factors

The new Vistancia West CFD will be a separate legal entity, similar to establishing an entirely new municipal entity within the boundaries of the City. As such, any debt or other legal obligations of the new Vistancia West CFD are strictly obligations of the new District. They are not obligations of the City of Peoria. The financial obligations primarily include the debt service payments necessary to meet the semi-annual principal and interest payments.

It is very important to understand that these debt service obligations are the ultimate responsibility of the property owners within the District boundaries. The CFD is legally obligated to establish the property tax rate at whatever tax rate is necessary to generate property tax revenues necessary to meet the debt service in any given year. The targeted $2.10 tax rate is not a maximum rate. Under a scenario of development failure and/or joint venture bankruptcy, the targeted $2.10 tax rate could increase significantly, impacting the property tax obligations of each property owner, as the CFD tax rate would need to be set at whatever rate would generate enough tax revenues to pay the annual debt service obligations. The targeted $2.10 tax rate is the rate that is projected to generate annual tax revenues that, when supplemented by financial payments by the joint venture pursuant to the Standby Contribution Agreement, will generate the amount necessary to meet the annual debt service payments.

The amount of property tax dollars generated from the $2.10 tax rate will be determined by a combination of the number of homes that have been sold and are on the County assessor's tax roll, the assessed value of those homes, and the $2.10 tax rate itself. For several years the joint venture will be required to make up the shortfall between the tax levy generated from the $2.10 tax rate and the annual debt service amount. This legal obligation of the joint venture will be the subject of the "Standby Contribution Agreement".

The Standby Contribution Agreement will be supplemented by a Letter of Credit. If the joint venture fails to pay under the Standby Contribution Agreement, an amount will be available under the Letter of Credit to help control dramatic increases in the CFD tax rate. The Letter of Credit is intended to provide for approximately three years of debt service if the developer defaults under their Standby Contribution Agreement obligations.

Provision for both agreements will be established as part of a bond sale transaction once the new Vistancia West CFD is formed. The Standby Contribution Agreement and the Letter of Credit will have "release provisions" under which, once it has been demonstrated that the tax revenues at the $2.10 tax rate are sufficient to meet the annual debt service for a period of three consecutive years, these two financial "backstops" will be released.

<u>Board and Administration of the New Vistancia West CFD Entity</u>

The attached map provides a geographic picture of the existing Trilogy at Vistancia community and the new Trilogy West expansion. The boundaries of the Vistancia West CFD will be the same as the boundaries of the Trilogy West development.

Under State Statute, a new CFD can only be formed within the boundaries of the City. The members of the City Council will serve as the District Board for the district. The Vistancia West CFD will require ongoing administration by the District Board and staff. These administrative duties are quite similar to those for a City. The members of the City Council must hold periodic meetings in their capacity as the District Board for the CFD. The City Manager, City Attorney, City Clerk and City Treasurer will function for the CFD in a manner similar to their roles for the

City. The CFD must formally adopt an annual budget, hold public hearings on the tax levy, prepare audited financial statements, and post annual continuing disclosure documents related to the bond issues.

The Resolution

Attached is a formal resolution for City Council's consideration. The "City Council Resolution Ordering and Declaring Formation of Vistancia West Community Facilities District and Approving and Authorizing the Execution and Delivery of a District Development, Financing Participation and Intergovernmental Agreement" provides for the items discussed above. In summary, the resolution provides for granting of the Petition for formation of the District; establishment of the District Board and appointment of the Chairperson and Vice Chairperson thereof and of the District Clerk, the District Manager, the District Counsel, and the District Treasurer; establishment of boundaries of the District; authorization of filing of the Resolution; and approval and authorization of the District Development, Financing Participation and Intergovernmental Agreement. The District can be formed by the simple means of this Resolution because a Petition for formation of the District was provided by the owners of all of the land in the District.

The Resolution provides that the Mayor and Council of the City shall act as the governing board of the District. This means that the members of the Council sitting at any time by election or otherwise will act as the governing board for the Vistancia West Community Facilities District. The Mayor will act as Chairperson of that board and the Vice Mayor as Vice Chairperson, the City Clerk acts as District Clerk, the City Manager as District Manager, the City Attorney as District Counsel, and the City Treasurer as District Treasurer.

The Resolution also approves and authorizes the execution of a District Development, Financing Participation and Intergovernmental Agreement among the City, the District, and the developers/owners of the property. The Development Agreement provides all of the specifics about the major activities of the District after its formation. Included in these activities are how the District will undertake providing various infrastructure projects for which it will be responsible including provisions for bidding and providing interim financing for certain of such projects; how ultimate financing of such projects will be provided by the District including terms and conditions for issuance of bonds by the District and provisions for collateral from the obligated parties which will provide security for such bonds; under what circumstances the City will accept such projects after their completion; how insurance for the District and indemnification under certain circumstances will be provided; how certain expenses and costs will be paid or advanced by the developers for a certain time and how disclosure about the District will be provided to first time buyers of homes and other property within the boundaries of the District.

Next Steps

If Council approves formation of the Vistancia West CFD then, after a period of at least 30 days, the new Vistancia West CFD Board will hold their first meeting. At that meeting the Board will consider actions to organize the CFD, approve the General Plan, and call for a CFD Bond and Operations & Maintenance Tax Election. Subsequent Board actions will include consideration to canvas the election, approve a Feasibility Report and approve bond documents allowing for the direct placement of the initial series of bonds to establish the $2.10 CFD tax rate. The subsequent bond sale will raise approximately $6.1 million to finance the acquisition of public infrastructure. Each of those actions will be brought before the Vistancia West CFD Board for consideration and approval.

Previous Actions:

On December 10, 2013 the City Council approved Ordinance No. 2013-26 rezoning approximately 360 acres to the Trilogy West Planned Area Development Zoning District. The zoning was subject to a stipulation requiring the developer to execute a Petition requesting formation of a new CFD and providing all required waivers.

Options:

A: Adopt Resolution No. 2014-125 and approve and authorize the execution and delivery of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District).

B: Do not adopt Resolution No. 2014-125 and do not approve the District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District).

Staff Recommendation:

Staff recommends that the City Council adopt Resolution No. 2014-125 forming the Vistancia West Community Facilities District and approve the District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District).

Fiscal Analysis:

There are no direct fiscal impacts to the City of Peoria.

Exhibit 1: Resolution No. 2014-125
Exhibit 2: Petition
Exhibit 3: General Plan

Exhibit 4: District Development, Financing Participation and Intergovernmental Agreement
Exhibit 5: Map of the District

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

RESOLUTION NO. 2014-125

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, ORDERING AND DECLARING FORMATION OF VISTANCIA WEST COMMUNITY FACILITIES DISTRICT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (VISTANCIA WEST COMMUNITY FACILITIES DISTRICT)

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

1. Findings.

a. On a date prior to the date of the adoption hereof, there was presented to us, the governing body of the City of Peoria, Arizona, an incorporated municipality of the State of Arizona (hereinafter called the "Municipality"), a Petition for Adoption of a Resolution Ordering and Declaring Formation of Vistancia West Community Facilities District, dated as of even date herewith (hereinafter referred to as the "Petition"), signed by the entities which, on the date hereof, are the "owners" of all real property as shown on the assessment roll for State and county taxes for Maricopa County, Arizona, or, if such persons shown on such assessment roll are no longer the owners of land in Vistancia West Community Facilities District are the entities which are the successor owners which have become known and have been verified by recorded deed or similar evidence of transfer of ownership to be the owners of such real property (hereinafter referred to as, collectively, the "Petitioners") described in the Petition to be in the community facilities district, the formation of which is prayed for by the Petitioners in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act").

b. The Petitioners have requested the following:

I.

The name of the community facilities district of which formation is prayed pursuant to the Petition to be "Vistancia West Community Facilities District" (hereinafter called the "District"),

II.

The District to be formed and exist pursuant to the terms and provisions of the Act as such terms and provisions are modified, waived or restricted pursuant to agreements to be entered into by and among the Petitioners, the Municipality and the District, subject to Section V,

III.

The District to contain an area of approximately 360 acres of land, more or less, wholly within the corporate boundaries of the Municipality and to be composed of the land included in the parcels described in Exhibit "A" to the Petition, which is made a part of the Petition for all purposes and is all the land to be included within the boundaries of the District (hereinafter referred to as the "Property"),

IV.

The District to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes; except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona separate and apart from the Municipality; and to be formed for, and to have, all the purposes of a "district" as such term is defined, and as provided, in the Act,

V.

The formation of the District to result in the levy of *ad valorem* taxes to pay costs of improvements constructed or acquired by the District and for their operation and maintenance; provided, however, without otherwise affecting the validity thereof, the District will not levy *ad valorem* taxes to support general obligation bonds or any other type of bonds in an amount over $100,000 while FRI Empire/TW100, LLC owns that land within the District described in Exhibit "B" to the Petition,

VI.

The Clerk of the Municipality to accept the filing of a "General Plan for the Proposed Vistancia West Community Facilities District" for the District setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved (hereinafter referred to as the "General Plan"), and

VII.

The Municipality to determine that public convenience and necessity require the adoption of this Resolution.

c. The Petitioners further attested and declared that on the date hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, the Property is owned by the Petitioners and shall be benefited from the improvements for which the District is proposed to be formed; that there are no residents on the Property and there shall be no residents within fifty (50) days preceding the first anticipated election of the District; that the District shall be formed and exist pursuant to the terms and provisions of the Act as such terms and provisions are modified, waived or restricted pursuant to agreements to be entered into by and among

the Petitioners, the Municipality and the District and subject to Section V; that public convenience and necessity require the adoption of this Resolution; and that the Municipality shall in no way be liable for the payment of any of the costs of the public infrastructure described in the General Plan, nor liable for any liability, debt or obligation of the District.

d. After showing the preceding, the Petitioners respectfully prayed that the Petition be properly filed as provided by law and that, as the Petition is signed by all of the owners of the Property and there are not now, and shall not be within fifty (50) days preceding the first anticipated election of the District, residents on the Property, any requirements of posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with the adoption of this Resolution are waived, the Municipality, on receipt of the Petition, declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or election.

e. Pursuant to the Act and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District, Shea Homes Inc. (hereinafter referred to as "Shea") and Vistancia West Construction, LP (hereinafter referred to as the "JV") are entering into a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time.

f. With regard to the real property included within the boundaries of the District, the Municipality, Shea and the JV determined to specify some of such matters in such an agreement, particularly matters relating to the acquisition or construction of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of the Petitioners with respect thereto, all pursuant to the Act.

g. Pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes, the District, and the Municipality may enter into an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of public infrastructure.

h. Pursuant to the Act, the District may also enter into an agreement with Shea and the JV with respect to the advance of moneys for public infrastructure purposes and the repayment of such advances and to obtain credit enhancement for, and process disbursement and investment of proceeds of, general obligation bonds of the District to be hereafter issued.

i. There has been presented to us in connection with the purposes described in paragraphs 1.e. through h. a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District), to be dated as of October 1, 2014 (hereinafter referred to as the "Development Agreement"), by and among the Municipality, the District, Shea, the JV and the LLC.

2. Matters Noticed by the Municipality.

a. The Petitioners seek formation of the District to exercise the powers and functions set forth in the Act as such powers and functions are modified, waived or restricted pursuant to agreements to be entered into by and among the Petitioners, the Municipality and the District.

b. The General Plan has been filed with the Clerk of the Municipality.

c. The Petition and all necessary supporting materials have been filed with us, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth hereat in whole.

d. The purposes for which organization of the District is sought are as described in the Petition and are purposes for which a district created pursuant to the Act may be lawfully formed.

e. The public convenience and necessity require us to adopt this Resolution.

3. Granting of Petition; Formation of District. The Petition attached hereto as the Exhibit and made a part hereof for all purposes is hereby granted, and the District is hereby formed as a district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, subject to the restrictions and modifications set forth in the Petition, with jurisdiction over the Property and that, as the Petition is signed by the owners of the Property and there are not now, and shall not be within fifty (50) days preceding the first anticipated election of the District, residents on the Property, requirements of posting, publication, mailing, notices, hearing and election otherwise required by the Act with respect to formation of the District are hereby found to be unnecessary.

4. District Board and Officers. The District shall be governed by a "District Board" comprised of the members of the governing body of the Municipality, *ex officio*. The Mayor of the Municipality shall be the "Chairperson of the District Board"; the Vice Mayor of the Municipality shall be the "Vice Chairperson of the District Board"; the City Clerk of the Municipality shall be the "District Clerk"; the City Treasurer of the Municipality shall be the "District Treasurer"; the City Manager of the Municipality shall be the "District Manager" and the City Attorney of the Municipality shall be the "District Counsel."

5. District Boundaries and Map. The District boundaries are as described in metes and bounds in the Exhibit to the Petition. A map showing the District boundaries is hereby ordered to be drawn and provided by the District Manager.

6. Dissemination of this Resolution. The Petitioners shall cause a copy of this Resolution to be delivered to the County Assessor and the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona.

7. Authorization and Approval of Development Agreement. The Development Agreement is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Mayor of the Municipality, with the advice of the City Manager of the Municipality and the City Attorney of the Municipality, shall authorize, the execution and delivery of the Development Agreement to be conclusive evidence of the propriety of such document and the authority of the person or persons executing the same. The Mayor of the Municipality, with the advice of the City Manager of the Municipality and the City Attorney of the Municipality, is hereby authorized and directed to execute, and the City Clerk of the Municipality to attest and deliver, the Development Agreement on behalf of the Municipality.

8. No Liability of or for the Municipality. Neither the Municipality nor the State of Arizona or any political subdivision of either (other than the District) shall be directly, indirectly or morally liable or obligated for the costs of the public infrastructure contemplated by the General Plan and the Development Agreement nor for the payment or repayment of any indebtedness, liability, cost, expense or obligation of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

9. Effect of Resolution.

a. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

b. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

PASSED by the Mayor and Council of the City of Peoria, Arizona, this 27th day of August, 2014.

.....
Mayor, City of Peoria, Arizona

ATTEST:

.....
City Clerk, City of Peoria,
Arizona

APPROVED AS TO FORM:

.....
City Attorney, City of Peoria,
Arizona

REVIEWED BY:

.....
City Manager, City of Peoria,
Arizona

ATTACHMENTS:

EXHIBIT -- Conformed Copy of Petition for Adoption of this Resolution

* * *

EXHIBIT

CONFORMED COPY OF PETITION
FOR ADOPTION OF THIS RESOLUTION

PETITION FOR ADOPTION OF A RESOLUTION
ORDERING AND DECLARING
FORMATION OF
VISTANCIA WEST COMMUNITY FACILITIES DISTRICT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.
CITY OF PEORIA)

THE UNDERSIGNED OWNERS OF ALL OF THE LAND (hereinafter referred to as, collectively, "Petitioners") in the parcels hereinafter described by metes and bounds, acting pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act"), respectfully petitions The Honorable City Council of the City of Peoria, Arizona (hereinafter referred to as the "Municipality"), to adopt a resolution (hereinafter referred to as the "Resolution") declaring and ordering formation of a community facilities district (hereinafter referred to as the "District") and would respectfully request the following with respect thereto:

I.

The name of the District to be "Vistancia West Community Facilities District,"

II.

The District to be formed and exist pursuant to the terms and provisions of the Act as such terms and provisions are

modified, waived or restricted pursuant to agreements to be entered into by and among Petitioners, the Municipality and the District, subject to Section V,

III.

The District to contain an area of approximately 360 acres of land, more or less, wholly within the corporate boundaries of the Municipality and to be composed of the land included in the parcels described by metes and bounds as provided in Exhibit "A" hereto, which is made a part hereof for all purposes,

IV.

The District to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes; except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Municipality; and to be formed for, and to have, all the purposes of a "district" as such term is defined, and as provided, in the Act,

V.

The formation of the District to result in the levy of ad valorem taxes to pay costs of improvements constructed or acquired by the District and for their operation and maintenance; provided, however, without otherwise affecting the validity hereof, the District will not levy ad valorem taxes to support general obligation bonds or any other type of bonds in an amount over $100,000 while FRI Empire/TW100, LLC owns that land within the District described in Exhibit B,

VI.

Before the Resolution is adopted, and subject to Section V, the Clerk of the Municipality to accept the filing of a "general plan" (as such term is defined in the Act and hereinafter referred to as the "General Plan") for the District setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved, and

VII.

The Municipality to determine that public convenience and necessity require the adoption of the Resolution;

WHEREFORE, Petitioners attest and declare that on the date hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be

in the District is owned by Petitioners or, if a person listed on such assessment roll is no longer the owner of land in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be Petitioners; that there currently are no residents on the land to be in the District and there shall be no residents within fifty (50) days preceding the first anticipated election for the District; that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed; that the District shall be formed and exist pursuant to the terms and provisions of the Act as such terms and provisions are modified, waived or restricted pursuant to agreements to be entered into by and among Petitioners, the Municipality and the District, and subject to Section V; that public convenience and necessity require the adoption of the Resolution; and that the Municipality shall in no way be liable for the payment of any of the costs of the public infrastructure described in the General Plan, nor liable for any liability, debt or obligation of the District;

WHEREFORE, as this Petition is signed by the owners of all the land to be in the District and there are not now, and shall not be within fifty (50) days preceding the first anticipated election of the District, residents on the land in

the District, any requirements of posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with adoption of the Resolution are waived, and the Municipality may, on receipt of this Petition, adopt the Resolution to declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or election; and

WHEREFORE, Petitioners respectfully pray that this Petition be properly filed as provided by law; that the Municipality adopt the Resolution and declare and order the District formed without being required to comply with the provisions for posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with the Resolution; and that such other orders, acts, procedure and relief as are proper, necessary and appropriate to the purposes of organizing the District and to the execution of the purposes for which the District shall be organized be granted as The Honorable City Council of the Municipality shall deem proper and necessary.

[BALANCE OF PAGE LEFT BLANK INTENTIONALLY]

RESPECTFULLY SUBMITTED this 29th day of July, 2014.

FRI Empire/TW100, LLC, an Arizona limited liability company

By: Farnam Realty, Inc., an Arizona corporation
Its Sole Member

[redacted]

Charles B. Duff
Its: President

State of California)
) SS
County of Los Angeles)

On July 29th 2014 before me, (here insert the name and title of the officer), personally appeared Charles B. Duff who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.
Witness my hand and official seal.

[redacted]

[Seal]

(Signature)

SEUNG H. KIM
Commission # 2017595
Notary Public - California
Los Angeles County
My Comm. Expires Apr 5, 2017

Consent of Lender. The undersigned, as beneficiary and agent for lenders under that certain Deed of Trust, Security Agreement, and Assignment of Leases and Rents and Fixture Filing (Vistancia) dated September 19, 2013 and recorded on September 19, 2013 at Document No. 2013-0842580, Official Records of Maricopa County, Arizona, as amended, hereby consents to the foregoing petition.

TRICON USA LOAN SERVICES LLC
A Delaware limited liability company, in its capacity as beneficiary and agent for lenders

[redacted]

By: .....
Name: .....David Giles.....
Title: .....Vice President.....

PROVINCE OF ONTARIO)
) ss
COUNTRY OF CANADA)

The foregoing instrument was acknowledged before me this 11 day of August, 2014, by David Giles, the Vice President of TRICON USA LOAN SERVICES LLC, a Delaware LLC, in its capacity as beneficiary and agent for lenders.

[redacted]

.....
Notary Public

My commission expires:
...for life.....

Consent of Lender. The undersigned, as beneficiary under that certain Deed of Trust and Assignment of Rents dated March 26, 2014 and recorded on March 26, 2014 at Document No. 2014-0192118, Official Records of Maricopa County, Arizona, as amended, hereby consents to the foregoing petition.

FRI Empire/TW100, LLC, an Arizona limited liability company

By: Farnam Realty, Inc., an Arizona corporation
Its Sole Member

[redacted]

Charles B. Duff
Its: President

State of California)
) SS
County of Los Angeles)

On July 29th 2014 before me, (here insert the name and title of the officer), personally appeared Charles B. Duff who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.
Witness my hand and official seal.

[redacted]

[Seal]

SEUNG H. KIM
Commission # 2017595
Notary Public - California
Los Angeles County
My Comm. Expires Apr 5, 2017

ATTACHMENT:

EXHIBIT A - Legal Description Of Property To Be Included In The District

EXHIBIT B - Legal Description Of Land Owned By FRI Empire/TW100, LLC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED IN THE DISTRICT

[SEE ATTACHED]

July 23, 2014

LEGAL DESCRIPTION FOR
VISTANCIA WEST
COMMUNITY FACILITIES DISTRICT

That part of Sections 22, 23 and 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 27;

Thence North 89°43'03" West, along the South line of the Northeast Quarter of said Section 27, a distance of 2,634.31 feet to the 1/2" Rebar with cap LS#22782 marking the Center of said Section 27;

Thence North 00°13'52" East, along the West line of the Northeast Quarter of said Section 27, a distance of 2,638.20 feet to the G.L.O. Brass Cap marking the South Quarter Corner of said Section 22;

Thence North 00°10'13" East, along the West line of the Southeast Quarter of said Section 22, a distance of 2,641.74 feet to the Aluminum Cap marked LS#36113 marking the Center of said Section 22;

Thence South 89°42'34" East, along the North line of the Southeast Quarter of said Section 22, a distance of 2,636.21 feet to the G.L.O. Brass Cap marking the West Quarter Corner of said Section 23;

Thence South 89°41'28" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1,255.89 feet to a point on the Westerly right-of-way line of Vistancia Boulevard, as dedicated in Document No. 2006-1150898, Records of Maricopa County, Arizona;

Thence South 00°14'08" West, along said Westerly right-of-way line, a distance of 1,319.76 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence North 89°41'33" West, along said South line, a distance of 1,255.62 feet to the 1" Iron Pipe with tag LS#22782 marking the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°13'26" West, along the East line of the Southeast Quarter of said Section 22, a distance of 1,319.98 feet to the Northeast Corner of said Section 27;

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Thence South 00°13'07" West, along the East line of the Northeast Quarter of said Section 27, a distance of 2,639.82 feet to the Point of Beginning.

Containing 357.365 Acres, more or less.

[redacted]

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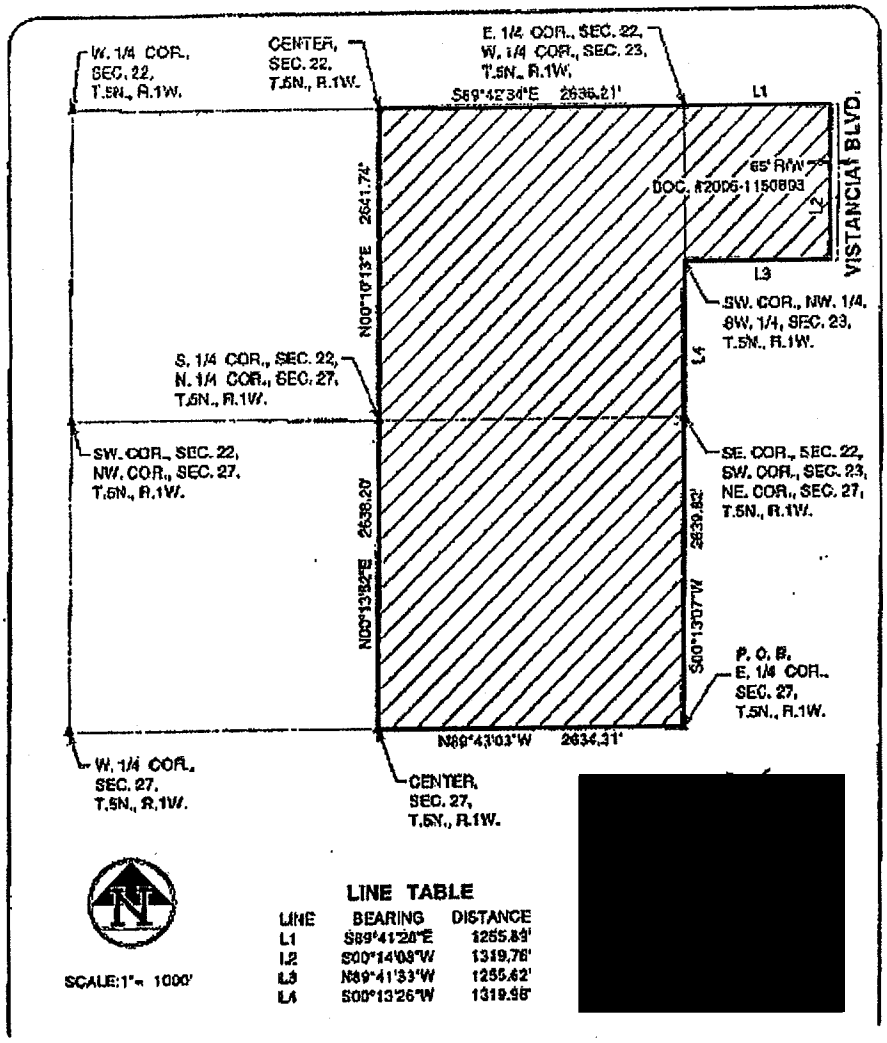
CVL CONSULTANTS



[redacted]

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°41'20"E	1255.83'
L2	S00°14'09"W	1319.76'
L3	N89°41'33"W	1255.62'
L4	S00°13'26"W	1319.98'

EXHIBIT B

Legal Description Of Land Owned By FRI Empire/TW100, LLC

Lot 1, Minor Land Division Map for Trilogy West - FRI Empire/TW 100, LLC Parcel Recorded in Book 1178 of Maps, Page 46 of Official Records, Maricopa County, Arizona.

GENERAL PLAN
FOR
THE PROPOSED
VISTANCIA WEST
COMMUNITY FACILITIES DISTRICT

TO: CLERK, CITY OF PEORIA, ARIZONA

For the purposes of Section 48-702(B), Arizona Revised Statutes, the following is the general plan for the proposed, captioned district (the "District"):

GENERAL AREA TO BE IMPROVED WITHIN THE DISTRICT:

All that area in the parcels described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GENERAL DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR WHICH THE DISTRICT IS PROPOSED TO BE FORMED:

All that "public infrastructure" (as such term is defined in Section 48-701, Arizona Revised Statutes) described in Exhibit "B" attached hereto and made a part hereof for all purposes.

Dated: August 27, 2014

Approved By:

.....
Greenberg Traurig, LLP, Special Counsel

ATTACHMENTS:

EXHIBIT "A" -- General Area To Be Improved Within The District

EXHIBIT "B" -- General Description Of Public Infrastructure Improvements For Which The District Is Proposed To Be Formed

EXHIBIT A

GENERAL AREA TO BE IMPROVED WITHIN THE DISTRICT

July 23, 2014

LEGAL DESCRIPTION FOR
VISTANCIA WEST
COMMUNITY FACILITIES DISTRICT

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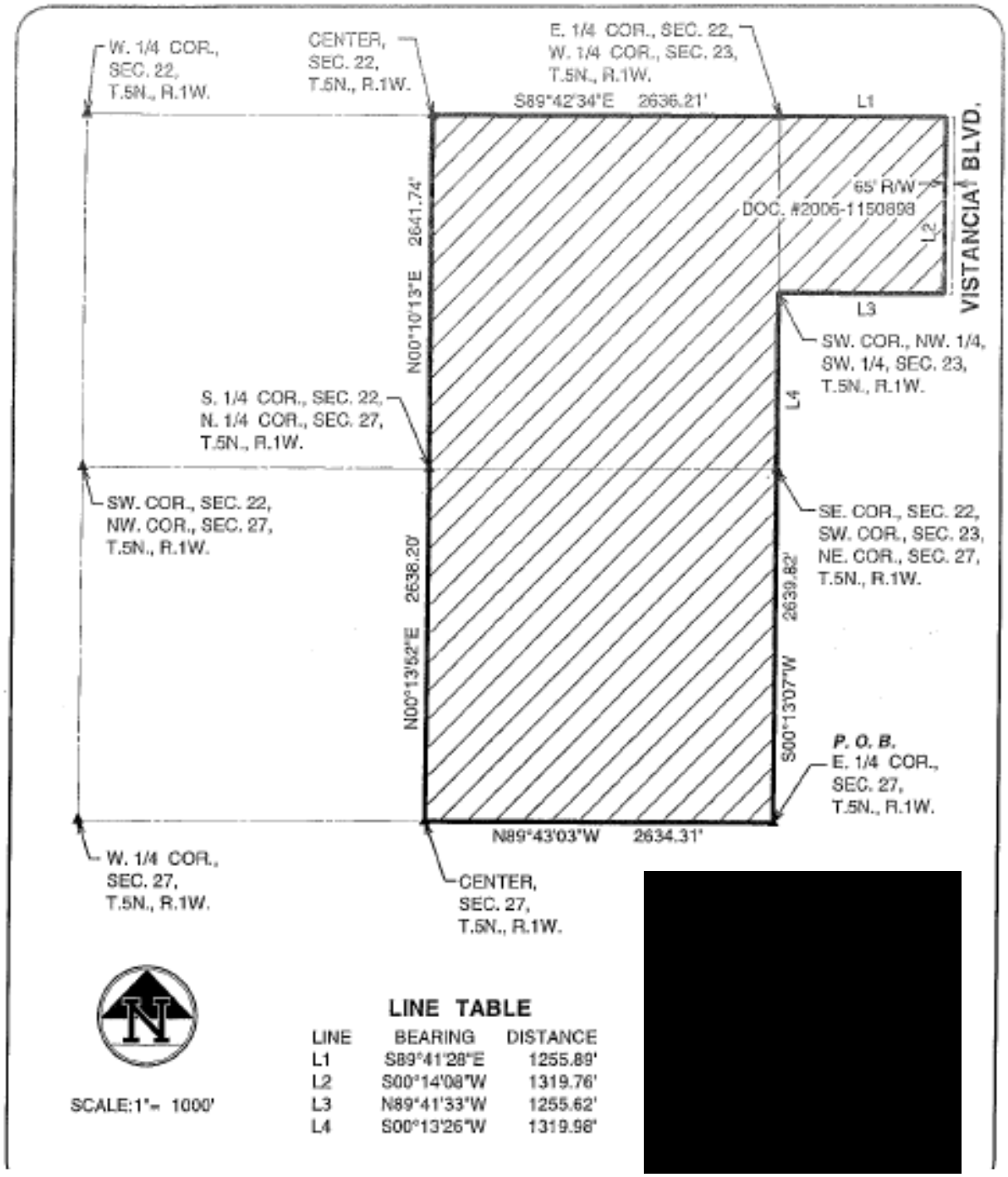
Containing 357.365 Acres, more or less.

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS



[redacted]

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L4	S00°13'26"W	1319.98'

EXHIBIT B

GENERAL DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR WHICH THE DISTRICT IS PROPOSED TO BE FORMED

(a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge.

(b) Drainage and flow control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge.

(c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article.

(d) Highways, streets, roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking.

(e) Areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for travel, ingress, egress and parking.

(f) Pedestrian malls, parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation.

(g) Landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems.

(h) Public buildings, public safety facilities and fire protection facilities.

(i) Lighting systems.

(j) Traffic control systems and devices including signals, controls, markings and signage.

(k) School sites and facilities with the consent of the governing board of the school district for which the site or facility is to be acquired, constructed or renovated.

(l) Equipment, vehicles, furnishings and other personality related to the items listed hereinabove.

DRAFT
07/08/14
07/15/14
08/11/14
08/14/14

[AREA RESERVED FOR RECORDING INFORMATION]

DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (VISTANCIA WEST COMMUNITY FACILITIES DISTRICT)

ARTICLE I DEFINED TERMS; MISCELLANEOUS MATTERS RELATING TO USE THEREOF 5

ARTICLE II CONSTRUCTION OF JV PROJECTS; MATTERS RELATED TO JOINT PROJECTS 11

ARTICLE III ACQUISITION OF PROJECTS 16

ARTICLE IV FINANCING OF COSTS OF PROJECTS 17

ARTICLE V MATTERS RELATING TO THE BONDS AND OTHER OBLIGATIONS OF THE DISTRICT 19

ARTICLE VI ACCEPTANCE BY THE MUNICIPALITY 24

ARTICLE VII INDEMNIFICATION AND INSURANCE 25

ARTICLE VIII PAYMENT OF CERTAIN EXPENSES AND COSTS 30

ARTICLE IX MISCELLANEOUS 32

SIGNATURES 45

EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY A-1

EXHIBIT B DESCRIPTION OF THE INFRASTRUCTURE B-1

EXHIBIT C FORM OF CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT C-1

EXHIBIT D FORM OF CONVEYANCE OF SEGMENT OF PROJECT D-1

EXHIBIT E FORM OF DISCLOSURE STATEMENT E-1

THIS DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (VISTANCIA WEST COMMUNITY FACILITIES DISTRICT), dated as of October 1, 2014 (hereinafter referred to as this "*Agreement*"), by and among the City of Peoria, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the "*Municipality*"); Vistancia West Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "*District*"); Shea Homes Inc. a corporation duly incorporated and validly existing pursuant to the laws of the State of Delaware and authorized to do business in the State of Arizona, which has an interest in certain property in the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as "*Shea*"), and Vistancia West Construction, LP, a limited partnership duly organized and validly existing pursuant to the laws of the State of Delaware and authorized to do business in the State of Arizona, which has an interest in certain property in the District and is an investor, developer, guarantor and indemnitor (hereinafter referred to as the "*JV*");

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "*Act*"), and Section 9-500.05, Arizona Revised Statutes, this Agreement has been entered into as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public

infrastructure" (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in Exhibit "A" hereto (hereinafter referred to as the "*Property*") which makes up the real property included within the District, some of such matters are specified in this Agreement, particularly matters relating to the acquisition of certain public infrastructure by the District, the acceptance thereof and the reimbursement or repayment with respect thereto, all pursuant to the Act, such public infrastructure being necessary to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, this Agreement as a "development agreement" is consistent with the "general plan" of the Municipality (as defined in Section 9-461, Arizona Revised Statutes) applicable to the Property on the date this Agreement is executed; and

WHEREAS, pursuant to an election to hereinafter be held in and for the District (hereinafter referred to as the "*Election*"), questions authorizing the district board of the District (hereinafter referred to as the "*District Board*") (i) to sell and issue general obligation bonds of the District authorized to be sold and issued by the District as described in this Agreement to provide moneys for certain "public infrastructure purposes" (as such term is defined in the Act) described in the General Plan of the District heretofore approved by the Municipality and the District in the principal amount of $9,000,000, a portion of which are being dealt with by this Agree-

ment (such portion hereinafter referred to as the "*Bonds*"), including the levy, assessment and collection of a secondary *ad valorem* (debt service) tax against all real and personal property in the District, unlimited as to rate or amount therefor, and (ii) to levy, assess and collect an operation and maintenance tax in an amount up to $0.30 per $100.00 of net secondary assessed valuation for all real and personal property in the District (hereinafter referred to as the "*O/M Tax*") to provide for amounts which become attributable to the operation and maintenance expenses of the District and in the future are expected to be approved pursuant to the Act; and

WHEREAS, the use of the proceeds of the sale of the Bonds and amounts which will be collected with respect to the O/M Tax is a subject of this Agreement; and

WHEREAS, pursuant to the Act, the District entered into this Agreement with respect to the advance of moneys for public infrastructure purposes and the repayment of such advances and to obtain credit enhancement for, and process disbursement and investment of proceeds of, the Bonds; and

WHEREAS, pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes (hereinafter referred to as the "Intergovernmental Agreement Act"), the District and the Municipality entered into the specified Sections of this Agreement as an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of "public infrastructure,"

including particularly to provide for the acceptance by the Municipality of certain public infrastructure constructed or acquired by the District;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

ARTICLE I

DEFINED TERMS; MISCELLANEOUS MATTERS RELATING TO USE THEREOF

Section 1.1. (a) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined hereinabove and in this Section have the meanings assigned to them hereinabove and in this Section and include, as appropriate, the plural as well as the singular:

"*Certificate of the Engineers*" means a certificate of the JV Engineer and the District Engineer in substantially the form of Exhibit "C" hereto.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

"*Conveyance*" means a conveyance for a Segment in substantially the form of Exhibit "D" hereto.

"*Court*" means Maricopa County Superior Court.

"*Cure Period*" has the meaning provided in Section 9.21(b).

"*Depository Agreement*" means the depository agreement by and between the indenture trustee appointed with respect to the Second Series of Bonds, in its separate capacity as depository, and the District required to be executed and delivered with respect to the Second Series of Bonds.

"*Disclosure Statement*" means the disclosure statement substantially in the form of Exhibit "E" hereto.

"*District Budget*" means the budget of the District required for each Fiscal Year by the Act.

"*District Engineer*" means the City Engineer of the Municipality or his designee.

"*District Expenses*" means the reasonable expenses and costs of the operation and administration of the District (but not operation and maintenance of the Infrastructure) including the reasonable expenses and costs incurred by the Municipality in connection with the formation of the District; its operations; its relationship with the Municipality; its issuance of the Bonds or any similar matters and reasonable fees and related costs and expenses of staff of the Municipality, financial advisors, engineers, appraisers, attorneys and other consultants and the amounts of the incremental insurance premiums arising as a result of being an additional insured as described in Section 7.3(a) and including any overhead incurred by the Municipality with respect thereto. The deductible contributions due from the District described in Section 7.3(b) shall become "District Expenses" as set forth in Section 7.3(b).

"*District Indemnified Party*" means the Municipality and each legislator, director, trustee, member, officer, official or employee thereof or of the District.

"*Engineers*" means, collectively, the JV Engineer and the District Engineer; provided, however, that neither may be changed upon less than thirty (30) days written notice and, in the case of the JV Engineer, without compliance with the other provisions hereof with respect to such change.

"*First Series of Bonds*" means the series of the Bonds to be sold and issued as soon as possible after the canvass of the Election in the principal amount of not to exceed $100,000.

"Fiscal Year" means the twelve (12) month period beginning on July 1 of any year and ending on June 30 of the following year.

"*Force Majeure*" means any condition or event not reasonably within the control of a party obligated to perform hereunder, including, without limitation, "acts of God"; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosion; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing

party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use commercially reasonable efforts to remedy such a condition or event.

"*Indemnified Party*" means the Municipality and the District and each legislator, director, trustee, partner, member, officer, official, independent contractor or employee thereof and each person, if any, who controls the Municipality and/or the District within the meaning of the Securities Act.

"*Infrastructure*" means the public infrastructure described in Exhibit "B" hereto.

"*Initiation Notice*" has the meaning provided in Section 9.21(d)(1).

"*Initial Deductible Period*" means the date of termination pursuant to its terms of the Standby Contribution Agreement.

"*Letter of Credit*" means a standby letter of credit or substitute therefor issued under the terms provided herein in favor of the District, which is presentable for payment in Phoenix, Arizona, and drawable as provided herein, which include provisions requiring (i) immediate notice to the District for any quarter of a year of a reduction below the Minimum Tier 1 Leverage Ratio and (ii) sixty (60) days' notice to the District of any cancellation, termination or non-renewal thereof and which otherwise shall be acceptable to the District Treasurer in the exercise of commercially reasonable standards. The face amount of the Letter of Credit shall be equal to

three (3) times Maximum Annual Debt Service, subject to automatic reduction as provided in Section 5.2(d).

"*Joint Project*" means a Project not constructed pursuant to Section 2.1.

"*JV Engineer*" means any firm of professional engineers hired by the JV after approval thereof by the District Treasurer to perform the services required therefrom for the purposes hereof.

"*JV Project Plans and Specifications*" means the plans and specifications for a JV Project which shall be prepared and reviewed in accordance with the requirements for plans and specifications for construction projects of the Municipality similar to the Project.

"*JV Project*" means a Project constructed pursuant to Article II.

"*JV Project Construction Contract*" means a construction contract for a JV Project.

"*Maximum Annual Debt Service*" means maximum annual debt service with respect to the Bonds for any succeeding Fiscal Year plus the historical, annual, average of amounts necessary for payments of amounts described in Section 8.1 as of the Fiscal Year of calculation.

"*Minimum Tier 1 Leverage Ratio*" means, for the bank supplying the Letter of Credit, a Tier 1 Leverage Ratio of eight percent (8%).

"PAD" means the Trilogy West Planned Area Development, together with the Development Standards and Guidelines Report, approved by the Peoria City Council, with stipulations, as Case Z13-0007 on December 10, 2013, by Ordinance Number 2013-26.

"*Panel*" has the meaning provided in Section 9.21(d)(2).

"*Process*" has the meaning provided in Section 9.21(d)(1).

"*Project*" means each project which is a part of the Infrastructure on a project-by-project basis.

"*Report*" means the study of the feasibility and benefits required by the Act for the applicable Project.

"*Second Series of Bonds*" means the series of the Bonds to be sold as soon as possible after the sale and issuance of the First Series of Bonds in the principal amount of approximately $6,120,000 which shall mature no later than July 1, 2029.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Segment*" means a completed, discrete portion of a Project as determined by the District Engineer and the District Treasurer.

"*Segment Price*" means an amount equal to the sum of the amounts paid by the JV for (1) design of the Segment (including the costs of the review of such design by the District Engineer), (2) construction of the Segment (such amount to be equal to the applicable contract amount plus any increases to such contract amount approved as described in Section 2.1(d) less any change orders decreasing the contract amount), (3) inspection and supervision of performance and (4) other miscellaneous costs for such Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of the Engineers for that Segment.

"*Standby Contribution Agreement*" means the standby contribution agreement by and among the indenture trustee appointed with

respect to the Second Series of Bonds, the District and the JV to be executed and delivered with respect to the Second Series of Bonds.

"*State*" means the State of Arizona.

"*Tier 1 Leverage Ratio*" means the ratio of that name established by the Federal Reserve Board in 12 C.F.R. Part 225, Appendix D, and any replacement thereof acceptable to the District Board.

"*Total Debt Service*" means debt service with respect to the Bonds for the next succeeding Fiscal Year plus the amounts described in Section 8.1 for such Fiscal Year.

(b) All references in this Agreement to designated "Exhibits," "Articles," "Sections" and other subdivisions are to the designated Exhibits, Articles, Sections and other subdivisions of this Agreement as originally executed. References to "subsections" are to subsections of the Section in which the subsections are included.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or other subdivision.

ARTICLE II

CONSTRUCTION OF JV PROJECTS; MATTERS RELATED TO JOINT PROJECTS

Section 2.1. (a)(i) Subject specifically to the obligation under the circumstances described herein to pay the Segment Price for a Segment as hereinafter provided, the JV, at its sole cost and expense, for which the JV shall be liable shall cause each JV Project to be constructed pursuant to the JV Plans and Specifications, in a

fashion which allows for development of the Property to proceed in accordance with the terms of, and the timing provided by, the PAD on real property in which the JV has an interest. (Underlying ownership of real property on which the JV Project is to be built shall be determined in the final plat or final development plan process of the Municipality or as otherwise determined to the satisfaction of the District Treasurer and documented to the satisfaction of District Counsel.)

(ii) The construction of the JV Projects and the preparation of the JV Project Plans and Specifications shall be bid pursuant to the provisions of Title 34, Chapter 2, Article 1, Arizona Revised Statutes and in accordance with the requirements for construction projects and plans and specifications, respectively, of the Municipality similar to the JV Projects and the JV Project Plans and Specifications as specified in Section 2-300 *et seq.* of the Peoria Code and any procurement guidelines promulgated in connection therewith. JV Project Construction Contracts shall be entered into with the bidders selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the JV Project Construction Contracts as specified by such code and guidelines, and contracts for preparation of the JV Project Plans and Specifications shall be entered into with the bidder selected in accordance with the requirements for awarding contracts for preparing plans and specifications of the Municipality similar to the JV Project Plans and Specifications as specified by such code and guidelines. (Compliance with

such requirements with respect to a JV Project shall be evidenced by a Certificate of the Engineers.)

(iii) Neither the Municipality or the District shall bear any risks, liabilities, obligations or responsibilities under any JV Project Construction Contract or risk of loss of or damage to any JV Project (or any part thereof) occurring prior to the time of acquisition of such JV Project (or part thereof) pursuant to Article III.

(iv) The Municipality and the District shall be named as an insured on any insurance policies required under a bid for a JV Project and as a third party beneficiary with respect to all warranties, guarantees and bonds with respect thereto.

(v) An indication of final payment and contract closeout shall be provided to the District Treasurer before any acquisition pursuant to Article III. If any liens are placed on any portion of a Project which is the subject of a JV Project Construction Contract or if litigation ensues between the JV and any contractor with respect to a JV Project Construction Contract, the District shall not acquire the JV Project or any portion thereof until such liens are removed or such litigation is resolved.

(b) (i) Any advertisement for bids for construction of any Project or provision of any JV Plans and Specifications to be acquired shall clearly indicate that the JV will be the "owner" for purposes of the JV Project Construction Contract or contract for such JV Project Plans and Specifications and shall include the following language: **"THE WORK WHICH IS THE SUBJECT OF THE BID IS THE SUBJECT OF**

A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT AMONG SHEA HOMES INC., VISTANCIA WEST CONSTRUCTION, LP, THE CITY OF PEORIA, ARIZONA, AND VISTANCIA WEST COMMUNITY FACILITIES DISTRICT PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED FROM OWNER BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL CONTRACTOR WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM." (The JV is "OWNER" for purposes of the foregoing.)

(ii) Each JV Project Construction Contract or contract for such JV Project Plans and Specifications shall provide that the respective contractors shall not have recourse, directly or indirectly, to the Municipality or the District for the payment of any costs pursuant to such JV Project Construction Contract or contract for such JV Project Plans and Specifications or any liability, claim or expense arising therefrom and that the JV shall have sole liability therefor.

(c) The JV shall provide for inspection by the Engineers of work performed under any JV Project Construction Contract.

(d) Any change order to any JV Project Construction Contract shall be subject to approval by the Engineers (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the applicable Certificate of the Engineers; provided, however, that any change order expected to increase the amount of an JV Project Construction Contract shall be the subject of the same approval requirements that a change order to increase the cost of a construc-

tion contract of the Municipality would be subject unless modified by action of the District Board and, specifically, the approval of the District Treasurer.

Section 2.2. (a) Joint Projects shall be undertaken by the Municipality and the JV (or a related entity) pursuant to a joint development or similar agreement in a fashion which allows for development of the Property to proceed in accordance with the terms of, and the timing provided by, the PAD. (Underlying ownership of the Joint Projects or necessary interests therein shall be determined to the satisfaction of the District Treasurer and documented to the satisfaction of District Counsel.)

(b) (i) The construction of the Joint Projects shall be bid pursuant to the provisions of Title 34, Chapter 2, Article 1, Arizona Revised Statutes. (Compliance with such requirements with respect to a Joint Project shall be evidenced by a Certificate of the Engineers.)

(ii) The District shall not bear any risks, liabilities, obligations or responsibilities under any construction contract for, or risk of loss of or damage to, any Joint Project (or any part thereof) occurring prior to the time of acquisition of such Joint Project (or part thereof) pursuant to Article III.

(iii) An indication of final payment and contract closeout shall be provided to the District Treasurer before any acquisition pursuant to Article III. If any liens are placed on any portion of a Joint Project or if litigation ensues with respect to a Joint Project, the District shall not acquire the Joint Project or any

portion thereof until such liens are removed or such litigation is resolved.

ARTICLE III

ACQUISITION OF PROJECTS

Section 3.1. (a) The JV shall sell to the District, and the District shall acquire from the JV, the Segments for the Segment Prices upon dates established by the District Treasurer in his sole and absolute discretion at the request of the JV.

(b) Acquisition of a Segment shall be financed (i) at any time before the sale and delivery of the Second Series of Bonds only pursuant to Section 4.1(a) and (ii) at any time after the sale and delivery of the Second Series of Bonds only pursuant to Section 4.1(b).

(c) The District shall not be liable for any payment or repayment with respect to the Infrastructure except as provided by this Agreement.

Section 3.2. The District shall pay the Segment Price for and acquire from the JV, and the JV shall accept the Segment Price for and sell to the District, each Segment as provided in Section 4.1 after the approval of the Report and within thirty (30) days after receipt by the District Treasurer of the following with respect to such Segment, in form and substance reasonably satisfactory to the District Treasurer:

(a) the Certificate of the Engineers;

(b) the Conveyance;

(c) evidence that public access to the Segment or the Project, as applicable, has been or will be provided to the Municipality;

(d) the assignment of all contractors' and materialmen's warranties and guarantees as well as payment and performance bonds;

(e) an acceptance letter issued by the Municipality and by its terms subject specifically to recordation of the Conveyance which is the subject of such letter and

(f) such other documents, instruments, approvals or opinions as may reasonably be requested by the District Treasurer including, with respect to any real property related to the Project, title reports, insurance and opinions and evidence satisfactory to the District Treasurer that such real property does not contain environmental contaminants which make such real property unsuitable for its intended use or, to the extent such contaminants are present, a plan satisfactory to the District Treasurer which sets forth the process by which such real property will be made suitable for its intended use and the sources of funds necessary to accomplish such purpose.

ARTICLE IV

FINANCING OF COSTS OF PROJECTS

Section 4.1. (a) (1) To provide for any acquisition of a Segment occurring before the sale and delivery of the Second Series of Bonds, the Segment Price of that Segment shall be advanced by the JV

pursuant to the terms of this Agreement and the Conveyance for that Segment.

(2) As soon as possible after the sale and delivery of the Second Series of Bonds, the amount advanced by the JV for the Segment Price of a Segment prior to the sale and delivery of the Second Series of Bonds shall, subject to the requirements of Section 3.2, be paid to the JV (without interest for the period during which it was unpaid) from, and only from, the available, unrestricted proceeds of the sale of the Second Series of Bonds. Neither the District or the Municipality shall be liable (including to any contractor or assigns under any JV Project Construction Contract) for payment of any Segment Price except to the extent available, unrestricted proceeds of the sale of the Second Series of Bonds are available for such purpose, and no representation or warranty is given that the Second Series of Bonds can be sold or that sufficient available, unrestricted proceeds from the sale of the Second Series of Bonds shall be available to pay any Segment Price.

(3) Until the sale and delivery of the Second Series of Bonds and after there are no remaining, available, unrestricted proceeds of the sale of the Second Series of Bonds, the District shall not have any obligation to repay any advance made to pay a Segment Price.

(b) (1) Any acquisition of a Segment occurring after the sale and delivery of the Second Series of Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Second Series of Bonds) shall, subject to the requirements of

Section 3.2, be provided for by the payment of the Segment Price for such Segment from, and only from, the available, unrestricted proceeds of the sale of the Second Series of Bonds to the extent only of the remaining amounts thereof.

(2) Until the sale and delivery of the Second Series of Bonds, the District shall not have any obligation to pay such Segment Price. Neither the District or the Municipality shall be liable (including to any contractor or assigns under any JV Project Construction Contract) for payment of any Segment Price except to the extent available, unrestricted proceeds of the sale of the Second Series of Bonds are available for such purpose, and no representation or warranty is given that the Second Series of Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Second Series of Bonds shall be available to pay such Segment Price.

ARTICLE V

MATTERS RELATING TO THE BONDS AND OTHER OBLIGATIONS OF THE DISTRICT

Section 5.1. (a) Upon dates established by the District Treasurer in his sole and absolute discretion at the request of the JV, the District Board shall, from time to time, take all such reasonable action necessary for the District to sell and issue, pursuant to the provisions of the Act, an applicable amount of the Bonds, in the case of the First Series of Bonds, in an amount to pay a portion of the costs of forming the District and in the case of the Second Series of Bonds, in an amount sufficient to pay directly from the available, unrestricted proceeds thereof the total of all amounts

due for the Segment Prices for the Infrastructure plus all relevant issuance costs related thereto or the repayment of advances therefor.

(b) If the Second Series of Bonds are not issued or if the available, unrestricted proceeds of the sale of the Second Series of Bonds are insufficient to pay any or all of the amounts due described in Section 3.1(b) or all of the Segment Prices for the Infrastructure, there shall be no recourse against the District or the Municipality for, and neither the District or the Municipality shall have liability with respect to, such amounts so due or the Segment Prices for the Infrastructure, except from the available, unrestricted proceeds of the sale of the Bonds, if any.

Section 5.2. (a) The District shall, subject to the other conditions of this Agreement, issue the Bonds in principal amounts to be determined by the District Board in the sole discretion of the District Board. The Bonds shall be sold in other than a "public sale" (as such term is used in the Act) and with restrictions on subsequent transfer thereof under such terms as the District Board shall, in the sole discretion of the District Board, approve.

(b) For the Second Series of Bonds, in consideration of the obligations of the District as of the date of delivery of the Second Series of Bonds and as a condition to the issuance of the Second Series of Bonds, the Standby Contribution Agreement shall be executed and delivered which shall have specific terms which provide, among the other matters provided for in this Section, that on the date of initial issuance and delivery of the Second Series of Bonds and in each Fiscal Year of the District thereafter, the JV shall be liable

and obligated to pay to the District an amount necessary to maintain the tax rate with respect to the Bonds at no more than $2.10 per $100.00 of net secondary assessed valuation for Total Debt Service, based upon the application of such secondary tax rate in light of the actual net secondary assessed valuation of such property, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such tax year. To provide adequate assurances for payment of the amount due pursuant to the Standby Contribution Agreement, the Letter of Credit shall be deposited with a depository pursuant to the Depository Agreement. The Standby Contribution Agreement and the Depository Agreement shall have general terms acceptable to the District Board and shall be in a final form acceptable in the sole and absolute discretion of the District Treasurer. Such agreements shall specifically provide that amounts shall be payable pursuant to the Standby Contribution Agreement and the Letter of Credit only if the District has for that tax year adopted a resolution authorizing the levy of a tax rate for Total Debt Service of at least $2.10 per $100.00 of net secondary assessed valuation. Notwithstanding the foregoing sentence, a tax rate of less than $2.10 may be levied for such purpose without affecting the obligation that such amounts be so payable if there are tax collections which must be applied by applicable law to reduce such rate that cannot otherwise be applied legally before such rate must be set.

(c) The Standby Contribution Agreement shall have specific terms which provide that the obligation of the JV shall

terminate upon the earlier of (A) payment in full of all of the outstanding Bonds or provision for such payment and (B) the first Fiscal Year after which principal of the Second Series of Bonds has started to be amortized and in which, for at least three (3) consecutive tax years, a tax rate with respect to the Bonds of no more than $2.10 per $100 of net secondary assessed valuation of property within the boundaries of the District was sufficient to pay the Maximum Annual Debt Service, based upon the application of such secondary tax rate in light of the actual net secondary assessed valuation of such property not including property owned by Shea or the JV or any entity owned or controlled (as such term is used in the Securities Act) by, or which owns or controls (as such term is used in the Securities Act), Shea or the JV, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such tax year. (After receipt of proof of satisfaction of clause (B) satisfactory to the District Treasurer, the District Board shall approve in writing by affirmative action such termination, such approval not to be withheld unreasonably).

(d) The Depository Agreement shall have specific terms which provide that the Letter of Credit shall be drawn to its full amount, payable to the District, upon the written demand by the indenture trustee appointed with respect to the Second Series of Bonds, to the institution supplying the Letter of Credit if any of the following occurs: (i) the nonpayment by the JV of any amount due pursuant to the Standby Contribution Agreement by the JV (after

expiration of any applicable notice and cure periods thereunder); (ii) the cancellation, termination or non-renewal of the Letter of Credit and a failure by the JV to substitute the Letter of Credit not less than thirty (30) days before its cancellation, termination or expiration date or (iii) a reduction below the Minimum Tier 1 Leverage Ratio without the District having received within sixty (60) days after the date of such reduction a substitute for the Letter of Credit (which is in all respects the same as the Letter of Credit but has a Minimum Tier 1 Leverage Ratio). The Depository Agreement shall also have specific terms which provide that the Letter of Credit shall be released to the JV, upon the payment in full of all of the outstanding Bonds or provision for such payment. The Depository Agreement and the Letter of Credit shall have specific terms which provide that, if at any time prior to the termination of the Standby Contribution Agreement for two tax years in a row, a tax rate with respect to the Bonds of no more than $2.10 per $100 of net secondary assessed valuation of property within the boundaries of the District, based upon the application of such secondary tax rate in light of the actual net secondary assessed valuation of such property not including property owned by Shea or the JV or any entity owned or controlled (as such term is used in the Securities Act) by, or which owns or controls (as such term is used in the Securities Act), Shea or the JV, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual percentage delinquency factor for the District as of such tax year, results in no amount required to be paid pursuant to the Standby Contribution Agreement, the face amount of the

Letter of Credit shall be subject to reduction by one-third. Thereafter, if such test is met for three tax years in a row (including the next year after the first time the test in the preceding sentence is met), the remaining face amount of the Letter of Credit shall be subject to reduction to zero. (After receipt of proof of satisfaction of each of the foregoing satisfactory to the District Treasurer, the District Board shall approve in writing by affirmative action the applicable reduction, such approval not to be withheld unreasonably).

Section 5.3. Other than (1) this Agreement, (2) the Bonds, (3) after termination of the Standby Contribution Agreement as provided in Section 5.2(c), the general obligation bonds authorized to be sold and issued by the Election but not described in this Agreement and (4) any obligations necessary in connection with either of foregoing, the District shall not incur, or otherwise become obligated with respect to, any other obligations.

ARTICLE VI

ACCEPTANCE BY THE MUNICIPALITY

Section 6.1. Simultaneously with the payment of the related Segment Price, the Segment of Infrastructure, to the extent of the interest retained by or for the benefit of the JV therein, is hereby accepted (including for purposes of maintenance and operation thereof if not theretofore provided) by the Municipality, subject to the conditions pursuant to which facilities such as the Projects are typically accepted by the Municipality and thereafter shall be made available for use by the general public.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.1. (a) Shea and the JV (1) shall, jointly and severally, indemnify and hold harmless each Indemnified Party for, from and against any and all losses, claims, damages or liabilities, joint or several, arising from any challenge or matter relating to the formation, activities or administration of the District in a manner not contrary to the terms hereof, or the proper carrying out of the provisions of this Agreement (but not for any matters which are related to the infrastructure which is not part of the Infrastructure), including particularly but not by way of limitation for any losses, claims or damages or liabilities (A) related to any Project including claims of any contractor, vendor, subcontractor or supplier (noting that Shea is not a developer but is an indemnitor under this Article), (B) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in any offering document relating to the Bonds, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect and (C) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged

untrue statement or omission or alleged omission if such settlement is effected with the written consent of the JV (which consent shall not be unreasonably withheld) and (2) shall reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the foregoing shall not apply to any loss, claim, damage or liability relating to or arising from the activities or administration of the District with respect to any portion of the Infrastructure that has been accepted by the Municipality pursuant to Section 6.1.

(b) Section 7.1(a) shall, however, not be applicable to any of the following:

(1) matters involving any gross negligence or willful misconduct of any Indemnified Party,

(2) any loss, claim, damage or liability for which insurance coverage is actually procured which names the District as an insured, in order to provide insurance against the errors and omissions of the District Board or the other representatives, agents or employees of the District and any loss, claim, damage or liability that is covered by any commercial general liability insurance policy actually procured which names the District as an insured (provided, however, that if any of Shea or the JV also has insurance coverage for any such loss, claim, damage or liability, claims shall be made first against such coverage),

(3) any loss, claim, damage or liability arising from or relating to defects in any Infrastructure that are not

known to the JV and are discovered two (2) years or more following acceptance thereof by the Municipality pursuant to Section 6.1 or

(4) matters arising from or involving any breach of this Agreement by the District or any other Indemnified Party.

(c) An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against Shea and the JV, notify the JV in writing of the commencement thereof and provide a copy of the written threat received by such Indemnified Party. Failure of the Indemnified Party to give such notice shall reduce the liability of Shea and the JV by the amount of damages attributable to the failure of the Indemnified Party to give such notice to the JV, but the omission to notify the JV of any such action shall not relieve Shea and the JV from any liability that any of them may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the JV of the commencement thereof, Shea and the JV may, or if so requested by such Indemnified Party shall, participate therein or defend the Indemnified Party therein, with counsel satisfactory to such Indemnified Party and the JV (it being understood that, except as hereinafter provided, Shea and the JV shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from the JV to such Indemnified Party of an election so to assume the defense thereof, Shea and the JV

shall not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that unless and until Shea and the JV defend any such action at the request of such Indemnified Party, Shea and the JV shall have the right to participate at its own expense in the defense of any such action. If Shea and the JV shall not have employed counsel to defend any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Shea and the JV (in which case Shea and the JV shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, the legal and other expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Shea and the JV.

(d) Subject to Section 7.1(b)(2), Shea and the JV shall not have any obligation to indemnify or hold harmless any Indemnified Party until such time that the Indemnified Party has exhausted all other insurance, risk retention or other indemnification options or remedies available to it. In the event that the insurance, risk retention or other indemnification options or remedies of the Indemnified Party are insufficient to reimburse the Indemnified Party for its actual losses, claims, damages or liabilities, then, and only then, shall the Indemnified Party have a right to indemnification from Shea and the JV, and only to the extent that indemnification by Shea and the JV will be secondary to, and in excess of, the primary

insurance, risk retention or other indemnification options or remedies of the Indemnified Party.

Section 7.2. To the extent permitted by applicable law, the District shall indemnify, defend and hold harmless each Indemnified Party for, from and against any and all liabilities, claims or demands for injury or death to persons or damage to property arising from, in connection with, or relating to the performance of this Agreement. The District shall not, however, be obligated to indemnify the District Indemnified Parties with respect to damages caused by the negligence or willful misconduct of the District Indemnified Parties. The District shall not indemnify, defend and hold harmless the Municipality with respect to matters relating to public infrastructure owned by the Municipality.

Section 7.3. (a) The District shall maintain **[***specifics of general liability and directors and officers liability insurance***???]**.

(b) During the Initial Deductible Period, Shea and the JV shall be liable and obligated, jointly and severally, to pay and restore, and shall pay and restore, as hereinafter described, an amount equal to $_____ to provide for a portion of the deductible contribution equal to such amount and attributable to any incident or incidents arising from the District being so insured. During the Initial Deducible Period, Shea and the JV shall be liable and obligated to pay, and shall pay, to the District an amount equal to the amount necessary to restore such amount to $_____ if the District, in its sole and absolute discretion, applies any of such amount to such an incident or incidents. The District shall apply

such amount, in its sole and absolute discretion, to such incident or incidents but otherwise shall have no obligation to pay the foregoing costs for insurance coverage. After the Initial Deductible Period, the total amount of the deductible contribution attributable to any such incident or incidents shall become a District Expense.

(c) The District shall, promptly after the receipt of notice of any action to recover insurance proceeds under the insurance requirements set forth in this Section, notify the JV in writing. The District shall have such rights in any such action, and the JV shall have such rights to notice and participation in any such action, as are described in Section 7.1(c).

ARTICLE VIII

PAYMENT OF CERTAIN EXPENSES AND COSTS

Section 8.1. To provide for expenses and costs for agents or third parties required to administer the Bonds, levy and collect *ad valorem* taxes for payment of the Bonds, prepare annual audits and budgets and any purposes otherwise related to such activities of the District including, to the extent not prohibited by applicable law, for insurance premium contributions and, after the Initial Deductible Period, deductible contributions described in Section 7.3(b) due from the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and shall be paid from amounts available from the tax levy described in Section 5.2(b).

Section 8.2. To provide for the payment of expenses and costs of the operation and administration of the District including any overhead incurred by the Municipality with respect thereto (in-

cluding the District Expenses), the District Board may, in the future, levy all or a portion of the O/M Tax.

Section 8.3. $25,000 has been deposited on account to be applied by the Municipality in its sole and absolute discretion to pay, to the extent not available from amounts provided and available pursuant to Section 8.1, the District Expenses [including specifically the insurance premium contributions but excluding specifically the deductible contributions described in Section 7.3(b)] upon written demand by the District Treasurer. (Notwithstanding any provision to the contrary herein, $_____ shall be deposited by the JV as the initial deductible contribution required by Section 7.3(b) on or before the recording of this Agreement, and such amount shall be held in a separate trust fund by the Municipality under conditions customary for the safekeeping of like amounts and applied as provided herein and shall not be reimbursed to Shea or the JV from the proceeds of the sale of the Bonds or any other funds of the District or the Municipality.) When $20,000 of the $25,000 deposit is expended, an accounting will be made to the JV of all amounts incurred by the Municipality for the District Expenses to date, and Shea and the JV shall be liable and obligated, jointly and severally, to provide additional funds as necessary for the District Expenses in an amount requested by the Municipality which must be paid forthwith and which shall thereafter be the subject of a similar accounting. (The amount held by the Municipality as of the date of execution and delivery of this Agreement pursuant to the Community Facilities District Application Agreement by and between the JV and the Municipality shall be

credited against the amount to be deposited as described hereinabove, and no further amounts will be due from the JV to the Municipality pursuant to such Application Agreement.) The obligations of Shea and the JV pursuant to this Section shall only be effective until September 30, 2024.

ARTICLE IX

MISCELLANEOUS

Section 9.1. None of the Municipality, the District, Shea or the JV shall knowingly take, or cause to be taken, any action which would cause interest on any Bond to be includable in gross income for federal income tax purposes pursuant to Section 61 of the Code.

Section 9.2. (a) To provide evidence satisfactory to the District Treasurer that any prospective purchaser of land within the boundaries of the District has been notified that such land is within the boundaries of the District and that the Bonds may be then or in the future be outstanding, the Disclosure Statement shall be produced by the JV; provided, however, that the Disclosure Statement may be modified as necessary in the future to adequately describe the District and the Bonds and source of payment for debt service therefor as agreed by the District Treasurer and the JV.

(b) The JV shall or shall require that the JV or each homebuilder to whom the JV has sold land:

(1) cause any purchaser of land to sign the Disclosure Statement upon entering into a contract for purchasing such land;

(2) provide a copy of each fully executed Disclosure Statement to be filed with the District Clerk, with a copy to the District Treasurer and

(3) provide such information and documents, including audited financial statements to any necessary repository or depository, but only to the extent necessary for the underwriters of the Bonds to comply with Rule 15c2-12 of the Securities Exchange Act of 1934.

Section 9.3. (a) This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns and the rights and obligations under the Agreement are attached to and run with the Property; provided, however, that none of the parties hereto shall be entitled to assign its rights and obligations hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld. Except for the "hold harmless" provisions of Section 7.1 and Section 9.21, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots or tracts into which the Property is subdivided. Any title insurer can rely on this Section when issuing any commitment to insure title to any individual lot or tract or when issuing a title insurance policy for any individual lot or tract. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot or tract (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon

conveyance of the lot to a homebuyer or commercial purchaser by a recorded deed (or conveyance of a tract to a homeowner association or governmental authority). For this Section, "lot" shall be any lot upon which a home or commercial building has been completely constructed and approved to be occupied that is contained in a recorded subdivision plat that has been approved by the Municipality.

(b) The JV shall, prior to the issuance of the Second Series of Bonds, cause an instrument to be executed, delivered and recorded which makes this Agreement applicable in all respects to property included within the boundaries of the District as of the date hereof owned by FRI Empire/TW100, LLC.

Section 9.4. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 9.5. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except as provided in Section 9.4(b) and pursuant to an instrument in writing signed by each of the parties hereto; provided, however, that such an amendment shall be effective against Shea, the JV and the District only if such amendment does not amend Sections 6.1 or 8.3 and shall be effective against Shea, the JV, the District and the Municipality, as applicable, only if such amendment only amends Sections 6.1 or 8.3 as it relates to the Municipality. This Agreement

is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 9.6. [Reserved to Preserve Section Numbering.[

Section 9.7. This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 9.8. The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 9.9. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Section 9.10. (a) The Municipality and the District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, is, at any time while this Agreement is in effect, an employee or agent of Shea or the JV in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or

creating this Agreement on behalf of the Municipality or the District, respectively, from Shea or the JV arising as the result of this Agreement. Neither of Shea or the JV has taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent of Shea or the JV, as applicable, in any capacity or a consultant to any party to this Agreement with respect to the subject matter of this Agreement.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Shea and the JV each shall comply with all federal immigration laws and regulations that relate to their employees and their compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes. The breach by either of them of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District. The District retains the legal right to randomly inspect the papers and records of Shea and the JV to ensure that they are complying with the foregoing. Shea and the JV shall keep such papers and records open for random inspections during normal business hours by the District. Shea and the JV shall cooperate with the random inspections by the District including granting the District entry rights onto their property to perform such random inspections and waiving their respective rights to keep such papers and records confidential.

Section 9.11. The term of this Agreement shall be as of the date of the execution and delivery hereof by each of the parties hereto and shall expire upon the earlier of the agreement of the

District, the Municipality, Shea and the JV to the termination hereof, _____ 1, 2065, and the date on which all of the Bonds are paid in full or defeased to the fullest extent possible pursuant to the Act.

Section 9.12. All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:

8401 West Monroe Street
Peoria, Arizona 85345
Attention: Manager

With a copy to:

8401 West Monroe Street
Peoria, Arizona 85345
Attention: City Attorney

If to the District:

8401 West Monroe Street
Peoria, Arizona 85345
Attention: District Treasurer

With a copy to:

8401 West Monroe Street
Peoria, Arizona 85345
Attention: District Counsel

If to Shea or the JV:

8800 East Gainey Center Drive, Suite 370
Scottsdale, Arizona 85258
Attention: Jeff McQueen

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.13. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 9.14. The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

Section 9.15. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law.

Section 9.16. No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, the JV shall on behalf of the Municipality and the District record a copy of this Agreement with the County Recorder of Maricopa County, Arizona.

Section 9.17. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 9.18. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of *Force Majeure*, then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use commercially reasonable efforts to remedy with all reasonable dispatch the event or condition causing such inability and

such event or condition can be cured within a reasonable amount of time.

Section 9.19. Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed unless specifically otherwise limited as provided herein.

Section 9.20. Notwithstanding any other provision of this Agreement to the contrary, the provisions of Sections 6.1, 7.1, 7.2, 8.3, 9.1, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.17, 9.18, 9.19, 9.20 and 9.21 are the only provisions that are effective against the Municipality for purposes of the Intergovernmental Agreement Act and as the Intergovernmental Agreement Act is intended to be applied for purposes of this Agreement.

Section 9.21. (a) Notwithstanding any provision of this Agreement to the contrary, no act, requirement, payment, or other agreed upon action to be done or performed by the Municipality or the District which would, under any federal, state, or municipal constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council or the District Board, respectively, shall be required to be done or performed by the Municipality or the District, respectively, unless and until said formal action of the City Council or the District Board, respectively, has been taken and completed. This Agreement in no way acquiesces to or obligates the Municipality or the District to perform a legislative act.

(b) Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (hereinafter referred to as the "Cure Period") after written notice thereof from any other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, any non-defaulting party shall have all rights and remedies that are set forth in the next subsection.

(c) Except as provided in subsection (b), the parties shall be limited to the remedies and the dispute resolution procedure set forth in this subsection and subsection (d). Any decision rendered by the Panel pursuant to the provisions of subsection (d) shall be binding on the parties unless and until a court of competent jurisdiction renders its final decision on the disputed issue, and if any party does not abide by the decision rendered by the Panel during the pendency of an action before the court of competent jurisdiction or otherwise (if no court action), any other party may institute an

action for money damages on the issues that were the subject of the Panel's decision and/or any other relief as may be permitted by law.

(d) (1) If an event of default is not cured within the Cure Period, any non-defaulting party may institute the dispute resolution process set forth in this subsection (hereinafter referred to as the "Process") by providing written notice initiating the Process (hereinafter referred to as the "Initiation Notice") to the defaulting party.

(2) Within fifteen (15) days after delivery of the Initiation Notice, each involved party shall appoint one person to serve on an arbitration panel (herein referred to as the "Panel"). Within twenty-five (25) days after delivery of the Initiation Notice, the persons appointed to serve on the Panel shall themselves appoint one person to serve as a member of the Panel. Such person shall function as the chairman of the Panel.

(3) The remedies available for award by the Panel shall be limited to specific performance, declaratory relief and injunctive relief.

(4) Any party can petition the Panel for an expedited hearing if circumstances justify it. Such circumstances shall be similar to what a court would view as appropriate for injunctive relief or temporary restraining orders. In any event, the hearing of any dispute not expedited shall commence as soon as practicable, but in no event later than forty-five (45) days after selection of the chairman of the Panel. This deadline can be extended only with

the consent of all parties to the dispute or by decision of the Panel upon a showing of emergency circumstances.

(5) The chairman of the Panel shall conduct the hearing pursuant to the Center For Public Resources' Rules for Non-Administered Arbitration of Business Disputes then in effect. The chairman of the Panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence, consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The chairman of the Panel upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Court to have a protective order entered as may be appropriate to confirm such orders of the chairman of the Panel.

(6) The hearing, once commenced, shall proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Revised Uniform Arbitration Act as enacted in the State.

(7) The Panel shall, within fifteen (15) days from the conclusion of any hearing, issue its decision. The decision shall be rendered in accordance with this Agreement and the laws of the State.

(8) Any involved party may appeal the decision of the Panel to the Court for a *de novo* review of the issues decided by the Panel, if such appeal is made within thirty (30) days after the Panel issues its decision. The remedies available for award by the Court shall be limited to specific performance, declaratory relief and injunctive relief. The decision of the Panel shall be binding on both parties until the Court renders a binding decision. If a non-prevailing party in the Process fails to appeal to the Court within the time frame set forth herein, the decision of the Panel shall be final and binding. If one party does not comply with the decision of the Panel during the pendency of the action before the Court or otherwise, then another party shall be entitled to exercise all rights and remedies that may be available under law or equity, including without limitation the right to institute an action for money damages related to the default that was the subject of the Panel's decision and the provisions of this subsection shall not apply to such an exercise of rights and remedies.

(9) All fees and costs associated with the Process before the Panel, including without limitation the fees of the Panel, other fees, and the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party or parties. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Panel. Similarly, all fees and costs associated with an appeal to the Court or any appellate court thereafter, including without limitation, the prevailing party's attorneys' fees,

expert witness fees and costs, shall be paid by the non-prevailing party. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Court.

* * *

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of Shea and the JV their signatures, all as of the day and year first written above.

CITY OF PEORIA, ARIZONA

By.....
Bob Barrett, Mayor

ATTEST:

.....
Rhonda Germinsky, City Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the Municipality who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

.....
Steve Kemp, City Attorney

VISTANCIA WEST COMMUNITY FACILITIES DISTRICT

By.....
Bob Barrett, Chairman, District Board

ATTEST:

.....
Rhonda Germinsky, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the District, who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

.....
Steve Kemp, District Counsel

SHEA HOMES INC.

By.....

Printed Name:.....

Title:.....

VISTANCIA WEST CONSTRUCTION, LP

By: Vistancia West Construction Holdings, LLC, a Delaware limited liability company
Its: General Partner

By.....

Printed Name:.....

Title:.....

By.....

Printed Name:.....

Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ..... day of ....., 2014, by Bob Barrett, as Mayor of the City of Peoria, Arizona, a municipal corporation under the laws of the State of Arizona.

.....
Notary Public

My commission expires:

.....

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ..... day of ....., 2014, by Bob Barrett, as Chairman of the District Board of Vistancia West Community Facilities District, an Arizona community facilities district.

.....
Notary Public

My commission expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District), dated as of ..... 1, 2014, executed by the City of Peoria, Arizona, a municipal corporation, Vistancia West Community Facilities District, an Arizona community facilities district, Shea Homes Inc. and Vistancia West Construction, LP (the "Notarized Document"). The Notarized Document contains a total of ..... pages.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ..... day of ....., 2014, by ....., as ..... of Shea Homes Inc., a corporation under the laws of the State of Delaware.

.....
Notary Public

My commission expires:

.....

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ..... day of ....., 2014, by ....., as ..... and ....., as ....., each of Vistancia West Construction Holdings, LLC, a limited liability company under the laws of the State of Delaware, as general partner of Vistancia West Construction, LP.

.....
Notary Public

My commission expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District), dated as of ..... 1, 2014, executed by the City of Peoria, Arizona, a municipal corporation, Vistancia West Community Facilities District, an Arizona community facilities district, Shea Homes Inc. and Vistancia West Construction, LP (the "Notarized Document"). The Notarized Document contains a total of ..... pages.

ATTACHMENTS:

EXHIBIT A	--	Legal Description Of The Property
EXHIBIT B	--	Description of Infrastructure
EXHIBIT C	--	Form Of Certificate Of Engineers For Conveyance Of Segment Of Project
EXHIBIT D	--	Form Of Conveyance Of Segment Of Project
EXHIBIT E	--	Form Of Disclosure Statement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

July 23, 2014

LEGAL DESCRIPTION FOR
VISTANCIA WEST
COMMUNITY FACILITIES DISTRICT

That part of Sections 22, 23 and 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 27;

Thence North 89°43'03" West, along the South line of the Northeast Quarter of said Section 27, a distance of 2,634.31 feet to the 1/2" Rebar with cap LS#22782 marking the Center of said Section 27;

Thence North 00°13'52" East, along the West line of the Northeast Quarter of said Section 27, a distance of 2,638.20 feet to the G.L.O. Brass Cap marking the South Quarter Corner of said Section 22;

Thence North 00°10'13" East, along the West line of the Southeast Quarter of said Section 22, a distance of 2,641.74 feet to the Aluminum Cap marked LS#36113 marking the Center of said Section 22;

Thence South 89°42'34" East, along the North line of the Southeast Quarter of said Section 22, a distance of 2,636.21 feet to the G.L.O. Brass Cap marking the West Quarter Corner of said Section 23;

Thence South 89°41'28" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1,255.89 feet to a point on the Westerly right-of-way line of Vistancia Boulevard, as dedicated in Document No. 2006-1150898, Records of Maricopa County, Arizona;

Thence South 00°14'08" West, along said Westerly right-of-way line, a distance of 1,319.76 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence North 89°41'33" West, along said South line, a distance of 1,255.62 feet to the 1" Iron Pipe with tag LS#22782 marking the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°13'26" West, along the East line of the Southeast Quarter of said Section 22, a distance of 1,319.98 feet to the Northeast Corner of said Section 27;

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

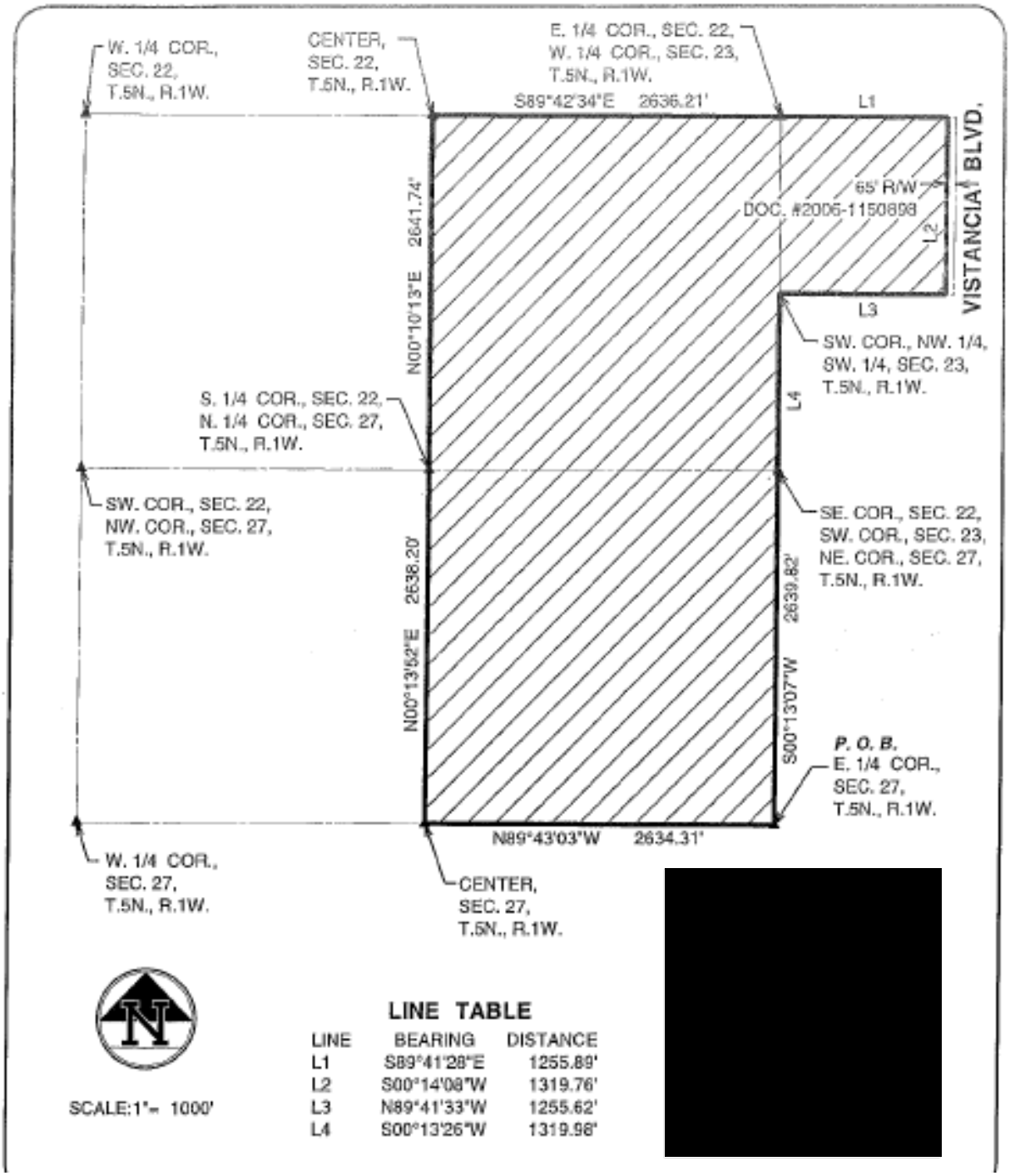
Thence South 00°13'07" West, along the East line of the Northeast Quarter of said Section 27, a distance of 2,639.82 feet to the Point of Beginning.

Containing 357.365 Acres, more or less.

[redacted]

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS



[redacted]

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°41'28"E	1255.89'
L2	S00°14'08"W	1319.76'
L3	N89°41'33"W	1255.62'
L4	S00°13'26"W	1319.96'

EXHIBIT B

DESCRIPTION OF THE INFRASTRUCTURE

Lone Mountain water distribution - proportionate capacity of a water transmission facilities required for the subject property.

Westland Road water campus - proportionate capacity of the water storage, treatment and site improvements required for the subject project.

Off-site sewer conveyance - construct sewer line sized to meet the required conveyance capacity for the subject project.

135th Avenue roadway improvements - half street roadway improvements adjacent to the subject project.

Other public infrastructure improvements - other city public infrastructure required for the subject project that the Municipality, the District and the JV mutually agree to allow to be part of the subject CFD.

EXHIBIT C

FORM OF CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT

CERTIFICATE OF ENGINEER FOR
CONVEYANCE OF SEGMENT OF PROJECT

(insert description of Project/Segment)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF PEORIA) ss.
VISTANCIA WEST COMMUNITY)
FACILITIES DISTRICT)

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Vistancia West Community Facilities District (hereinafter referred to as the "District"), and the engineer employed by [Insert name of JV] (hereinafter referred to as the "Seller"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District), dated as of October 1, 2014 (hereinafter referred to as the "Agreement"), by and among the District, the City of Peoria, Arizona, Shea Homes Inc. and Vistancia West Construction, LP that:

[*For JV Projects*]

1. The Segment indicated above has been performed in every detail pursuant to the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the Project Construction Contract (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Segment Price as publicly bid and including the cost of approved change orders for such Segment is $.....

3. The Seller provided for compliance with the requirements for public bidding for such Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes) in connection with award of the Project Construction Contract for such Segment.

4. The Seller filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Segment with the Municipality.

5. The Seller obtained good and sufficient performance and payment bonds in connection with such Contract.

[*For Joint Projects*]

1. The Segment Price (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) as publicly bid and including the cost of approved change orders for the Segment indicated above is $.....

2. The requirements for public bidding for such Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes) were complied with for such Segment.

3. All construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Segment have been filed with the Municipality.

4. Good and sufficient performance and payment bonds were obtained in connection with the construction contract for such Segment.

DATED AND SEALED THIS ..... DAY OF ....., 20...

By .....
District Engineer

[P.E. SEAL]

[P.E. SEAL]

By .....
Seller Engineer

[Confirmed for purposes of Section 3.5 of the Development Agreement by

.....
Manager for the District*]

[THIS WILL BE <u>REQUIRED</u> FOR EVERY SEGMENT ACQUIRED WITH PROCEEDS OF THE SALE OF THE BONDS!!!]

---

* To be inserted if the provisions of Section 3.5 hereof are applicable to the respective Segment of the Project.

EXHIBIT D

FORM OF CONVEYANCE OF SEGMENT OF PROJECT

CONVEYANCE OF SEGMENT OF PROJECT

(Insert description of Project/Segment)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF PEORIA) ss.
VISTANCIA WEST COMMUNITY)
FACILITIES DISTRICT)

KNOW ALL MEN BY THESE PRESENTS THAT:

.....("....."), for good and valuable consideration received by ..... from Vistancia West Community Facilities District, a community facilities district formed by the City of Peoria, Arizona (the "Municipality"), and duly organized and validly existing pursuant to the laws of the State of Arizona (the "District"), receipt of which is hereby acknowledged [, and the promise of the District to hereafter pay the amounts described in the hereinafter described Development Agreement*], does by these presents grant, bargain, sell and convey to the District, its successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District), dated as of October 1, 2014, by and among the Municipality, the District, Shea Homes Inc. and Vistancia West Construction, LP and more completely described in such Development Agreement:

[Insert description of Project/Segment]

together with any and all benefits, including warranties and performance and payment bonds[, under the Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto]**, all of which are or shall be located within utility or other public easements dedicated or to be dedicated by plat or otherwise free and clear of any and all liens, easements, restrictions, conditions, or encumbrances affecting the same [, such

---

* Insert with respect to any acquisition financed pursuant to Section 4.1(a) hereof.

** Delete with respect to Joint Projects.

subsequent dedications not affecting the promise of the District to hereafter pay the amounts described in such Development Agreement*], but subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities or other matters as set forth on Exhibit I hereto.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever; and ..... does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of ..... and no other.

..... binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and ..... hereby agrees that the amounts specified above and paid [or promised to be paid*] to ..... hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to ..... under such Development Agreement except as above provided.

....., in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. ..... has the full legal right and authority to make the sale, transfer, and assignment herein provided.

2. ..... is not a party to any written or oral contract which adversely affects this Conveyance.

3. ..... is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

---

* Insert with respect to any acquisition financed pursuant to Section 4.1(a) hereof.

4. ..... is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.

5. The person executing this Conveyance on behalf of ..... has full authority to do so, and no further official action need be taken by ..... to validate this Conveyance.

6. The facilities conveyed hereunder are all located within property owned by ..... or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, ... has caused this Conveyance to be executed and delivered this ..... day of ....., 20...

.....

By.....

By.....
Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on ...., 20... by ....., of ....., an Arizona corporation, on behalf of said corporation.

.....
Notary Public

.....
Typed/Printed Name of Notary

[NOTARY SEAL] My Commission Expires:.....

EXHIBIT I

TO

CONVEYANCE OF SEGMENT OF PROJECT

(Insert description of Project/Segment)

EXHIBIT E

FORM OF DISCLOSURE STATEMENT

VISTANCIA WEST COMMUNITY FACILITIES DISTRICT

DISCLOSURE STATEMENT

A joint venture entity established by Shea Homes Inc. (the "Developer"), in conjunction with the City of Peoria, Arizona (the "City"), have established a community facilities district ("CFD") in part of the development known as "Trilogy West." The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability for each property owner as a result of their property being within the boundaries of the CFD.

BACKGROUND

On September 30, 1988, the Arizona Community Facilities District Act became effective. This provision in State law was created to allow Arizona municipalities to form community facilities districts for the primary purpose of financing the acquisition, construction, installation, operation and/or maintenance of public infrastructure improvements, including water and sewer improvements.

HOW THE CFD WORKS

On August 27, 2014, the Mayor and Council of the City formed the CFD which includes your property. An election was held on ....., 2014, at which time the then owners of the property within the CFD voted to authorize up to $9,000,000 of unlimited, *ad valorem* property tax supported bonds to be issued over time by the CFD to finance the acquisition or construction of certain public infrastructure. The infrastructure has been or will be dedicated to the City after acquisition or construction of such infrastructure by the CFD. The City will operate and maintain such infrastructure.

WHAT WILL BE FINANCED?

The CFD has been established to finance up to $9,000,000 in public infrastructure within the CFD including financing costs related to such infrastructure. The proceeds of such financing will be used to finance capacity in water storage, treatment and site improvements; increasing sizing of sewer collection lines; roadway improvements and other public infrastructure.

BENEFITS TO RESIDENTS

The bond issues by the CFD will benefit all property owners and other residents within the CFD by providing such infrastructure. This benefit was taken into account by the Developer in connection with establishing the price of the lot on which your home is to be located. Each property owner in the CFD will participate in the repayment of the bonds in the form of a property tax in addition to the current property taxes assessed by other governmental entities. This added tax is currently deductible for purpose of calculating federal and state income taxes.

PROPERTY OWNERS' TAX LIABILITY

The obligation to pay off the bonds will become the responsibility of any property owner in the CFD through the payment of property taxes collected by the Maricopa County Treasurer in addition to all other property tax payments. **(PLEASE NOTE THAT NO OTHER AREA WITHIN THE BOUNDARIES OF THE CITY (OTHER THAN VISTANCIA COMMUNITY FACILITIES DISTRICT) IS SUBJECT CURRENTLY TO A PROPERTY TAX LEVIED BY ANY OTHER COMMUNITY FACILITIES DISTRICT.)** Beginning in fiscal year 2015-16, the CFD will levy/levied a not to exceed $2.10 per $100.00 of net secondary assessed valuation tax rate to provide for repayment of the bonds. An additional not to exceed $.30 per $100 of net secondary assessed valuation rate may be levied in the future for the payment of certain administrative expenses associated therewith and for the expenses of the CFD and of operation and maintaining the infrastructure it finances.

Although the tax rate is not limited by law, the tax rate of the CFD is not expected to exceed $2.10 per $100.00 of secondary assessed valuation for as long as the bonds are outstanding. The tax rate will be maintained initially at the $2.10 by means of agreements with the Developer which require the Developer to provide for the difference above such $2.10 rate. **(There can be no guarantee that the Developer will be able to make such payments in the future and, if it cannot, tax rates will be increased to whatever rate is required to provide for such repayment.)** As growth of the tax base occurs within the CFD, it is anticipated that such payments from the Developer will no longer be necessary if debt service is covered by the debt service portion of such $2.10 tax rate at which time the District may release the Developer from such obligations.

IMPACT OF ADDITIONAL CFD PROPERTY TAX

The following illustrates the additional annual tax liability imposed by the CFD, based on varying residential values within the CFD and a $2.10 tax rate:

Market Value of Residence	Estimated Annual Additional CFD Tax Liability*
$150,000	$
200,000	
250,000	
300,000	
350,000	
400,000	

_____

*Assumptions:

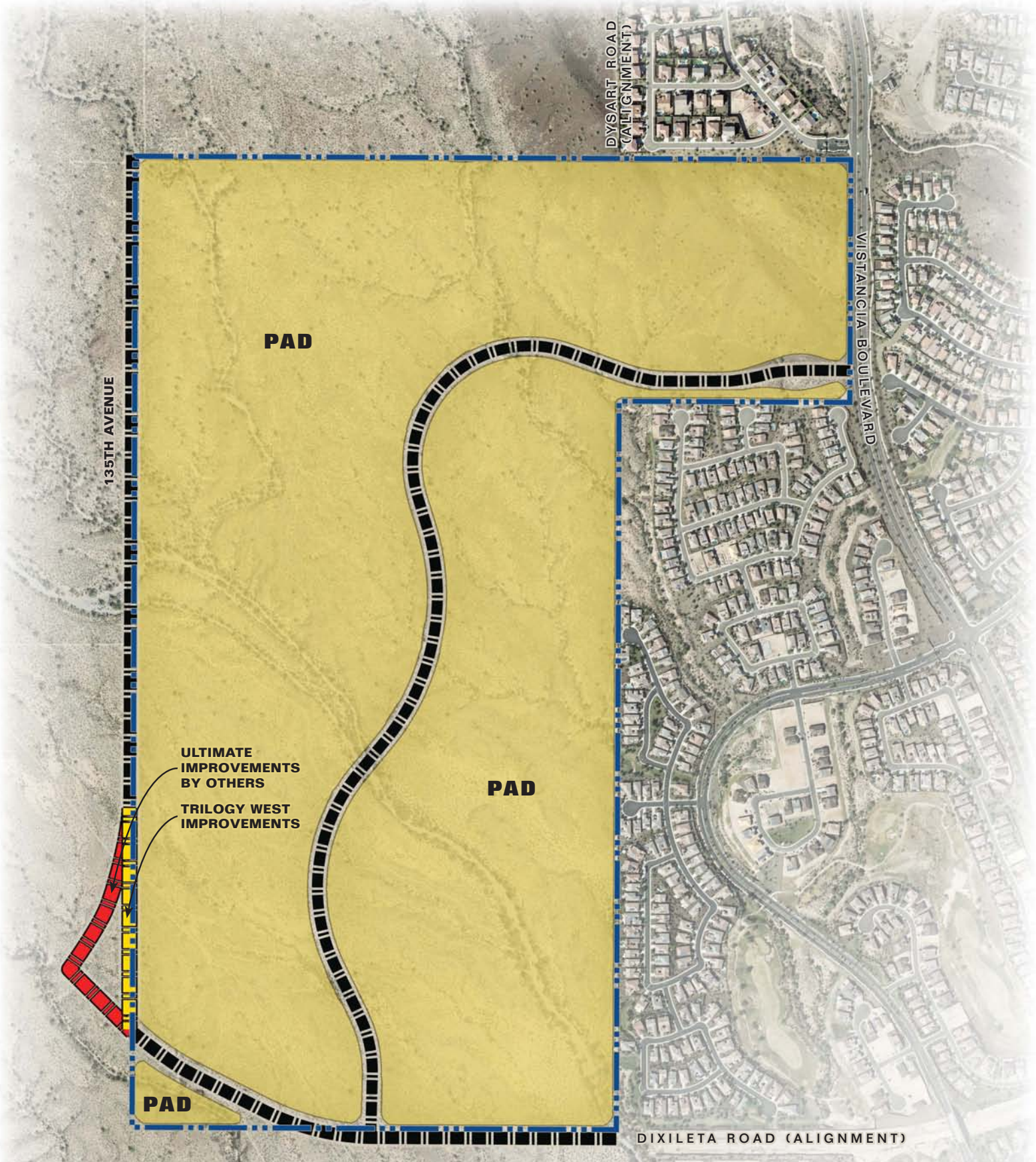
1. Market value is not the same as full cash value as reported by the County Assessor, which is typically 85% of market value.
2. Assumes residential property assessment ratio will remain at 10%.
3. Tax amount is computed by multiplying the tax rate per $100 of assessed value by full cash value times the assessment ratio.

Additional information regarding the description of infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the City Clerk's office.

Your signature below acknowledges that you have read this disclosure document at the time you made your decision to purchase property in the CFD and you signed your purchase contract and that you understand the property you are purchasing will be taxed to pay the CFD bonds described above.

....
Home Buyer(s) Signature/Date Home Buyer(s) Printed Name(s)

....
Home Buyer(s) Signature/Date ..... Parcel No. ..... Lot No. .....



Vistancia West Community Facilities District Map

City Council Calendar

Color Key:
City Council
Planning and Zoning

< August	September 2014					October >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 **CANCELLED** Regular City Council Meeting **CANCELLED**Special Meeting & Study Session	3	4	5	6
7	8	9 Council Subcommittee on Policy and Appointments Meeting	10	11	12	13
14	15	16 Special Meeting & Study Session Regular City Council Meeting	17	18	19	20
21	22	23 City Council Subcommittee on Community Culture & Public Safety	24	25	26	27
28	29	30				

City Council Calendar

Color Key:
City Council

< September	October 2014					November >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
			1	2	3	4
5	6	7 Regular City Council Meeting Special Meeting & Study Session	8	9	10	11
12	13	14	15	16	17	18
19	20	21 Regular City Council Meeting Special Meeting & Study Session	22 Council Subcommittee on Policy and Appointments Meeting	23	24	25
26	27	28 City Council Subcommittee on Community Culture & Public Safety	29	30	31	

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 35A

Date Prepared: August 6, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

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

SUBJECT: 2015 Fine Art Grant Recipients

SUMMARY:

Each year, grant funding is budgeted in the Arts Division to help promote the fine arts throughout Peoria. Several non-profit organizations are able to deliver exceptional programs and services for Peoria residents in the areas of visual and performing arts. The goal of the grant program is to assist non-profit organizations and schools with funding so they are able to provide events and activities that are beneficial to Peoria residents.

This year's requests, like previous years, are beneficial in several areas such as:

- allowing organizations to participate in city-sponsored events
- enhancing art and band programs at Peoria Unified School District schools
- bringing the arts to underserved and abused children
- assisting art organizations with a significant presence in Peoria

Grant awards for FY 2015 to the various organizations range from $1,000 up to $2,500. A full listing of this year's requests, recommended art grant recipients with recommended funding level, and program description of the grant request are included in Exhibit #1.

Several criteria must be met as part of the minimum qualifications for each grant application: The recipient must be a tax exempt 501(c)3 not-for-profit individual or organization; applicant schools must be located within the city of Peoria; grants for festivals must be held in the city of Peoria; the individual or organization must operate in the city of Peoria or serve residents of Peoria; and each applicant awarded a grant must fulfill all contractual requirements, such as providing an annual report with financial and attendance information. Summary information regarding the recipients from fiscal year 2014 is included in Exhibit #2.

Once the applications are submitted, a process that has been established for several years is used to review, rank, and recommend every application. All grant applications were reviewed by a mixed panel consisting of Arts Commission members, a representative from an outside art

organization and two staff. All grants were assessed in seven categories, including the organization's information, activities and schedule of events, justification, evaluating outcomes, project personnel, timeline and schedule of activities, and budget. Every application is given a score from every panel member. Based on the average point totals, staff recommends funding in various amounts for further evaluation by the Arts Commission.

The Peoria Arts Commission conducted further evaluation of the applications, discussed and approved the recommendations at its August 12, 2014 meeting.

Exhibit(s): Exhibit 1: List of FY 2015 Art Grant Applicants and Recipients
Exhibit 2: Summary Information Regarding FY 2014 Recipients

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

Recommended Program Art Grant Recipients FY 2015

Organization	Address	Program Description	Requested Amount	Amount Approved
Arizona Broadway Theatre	7701 W. Paradise Lane, Peoria	Performance at Library	$ 2,500	$ 1,500
Ballet AZ	2835 E. Washington Street, Phoenix	Student Performances	$ 2,500	$ 1,800
Center Dance Ensemble	231 W. Frier Drive, Phoenix	Eight Performances at PUSD	$ 2,500	$ 2,500
Childsplay	900 S. Mitchell Drive, Tempe	Performances at Peoria Elementary Schools	$ 2,500	$ 2,500
Free Arts of AZ	103 W. Highland Avenue, Phoenix	Art Classes for Peoria Students of Need	$ 2,500	$ 1,700
Glendale Pipes and Drums	7021 W. Oraibi Drive, Glendale	Performances at Schools/City Event	$ 1,500	$ 1,400
Greater Phoenix Jewish Films	6501 E. Greenway Parkway, Scottsdale	Film Festival	$ 2,500	$ -
Ironwood HS Band Community Foundation	6051 W. Sweetwater Avenue, Glendale	Band Instruments	$ 2,500	$ -
PUSD Elementary Honor Jazz Band	9880 N. 77th Avenue, Peoria	Instrument (Vibraphone)	$ 2,200	$ 2,200
Peoria Fine Arts Association	8117 W. Pamela Lane, Peoria	PUSD High School Scholarship Program	$ 2,100	$ 1,000
PUSD Arts	6330 W. Thunderbird Road, Glendale	Peoria Arts & Culture Festival	$ 2,500	$ 2,500
Scottsdale Cultural Council	7380 E. 2nd Street, Scottsdale	Wolf Trap, Pre-School Performance In Peoria	$ 2,500	$ 2,000
Theater Works	8335 W. Peoria Avenue, Peoria	Teen Workshop Performances	$ 2,500	$ 2,100
Theater Works	8335 W. Peoria Avenue, Peoria	Puppet Works Program	$ 2,500	$ 2,100
WHAM	19765 Cobblestone Court, Surprise	Art Workshop at City Event	$ 2,500	$ 1,900
			$ 35,800	**$ 25,200**

Exhibit #1

FY 2014 Art Grant Summary

Organization	Program Description	Grant Award	Number of Individuals Who Benefited/Attendance
Program Grants			
Arizona Broadway Theatre	Performance at Libraries	$2,500	300
Apache Elementary	Tuba for Band Program	$2,500	all school performances
Ballet Arizona	Performance for Disadvantaged Children in Peoria	$2,500	2,200
Center Dance Ensemble	Eight Participatory Lecture-Demos at four PUSD schools	$2,500	2,800
Free Arts for Abused Children of AZ	Art Programs for Children in Peoria	$2,500	194
Theater Works	Teens Theatre Peoria- Peter and Wolf	$1,500	534
Theater Works	Master Puppeteer Class	$2,350	165
West Valley Arts Council	Two actors present excerpts from Poe at the Center for Performing Arts	$2,500	40
West Valley Symphony	Workshops for 3rd to 5th graders at Five PUSD schools	$2,500	705
General Operating Support Grants			
Arizona Broadway Theatre	Licensing Agreements	$45,000	47,112
Peoria Fine Arts Association	Scholarship Program	$1,800	N/A
Theater Works	Production Support	$45,000	12,292 for season
West Valley Art Museum	Advertising, Marketing, Website	$8,200	3,200 visitors
Festival Grants			
Northwest Black History	Black History Festival	$2,500	5,000
West Valley Art Museum	Dolly Sanchez Event	$2,500	600
Peoria Unified School District	Peoria Arts and Cultural Festival	$2,500	13,000
Performance Grants			
Arizona Broadway Theatre	Performances at Title I Schools in Peoria	$1,500	300
Arizona Broadway Theatre	Old Town Holiday Festival	$1,500	200

Exhibit #2

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 35B

Date Prepared: July 23, 2014 **Council Meeting Date: August 27, 2014**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Arizona Parks and Recreation Association Awards

SUMMARY:

The Community Services Department has been honored to receive three awards from the Arizona Parks and Recreation Association (APRA) this year.

- Pioneer Community Park was recognized in the category of **Best New Facility** for Populations over 100,000.
- The Peoria Arts and Cultural Festival in association with the Peoria Unified School District, for the **Partnership Award**, recognizing the collaborations of public/private groups or agencies that have made significant contributions in the field of parks, recreation, and/or cultural services.
- And submitted by the City of Glendale, a joint award for Party for the Planet which includes the River and Trail clean-up, in the **Outstanding Educational Program** category.

Congratulations to the staff that contributed to these events and facilities and to the City of Peoria for once again being recognized for amazing contributions to the community.

Exhibit(s): None

Contact Name and Number: John Sefton, 623-773-7135

MINUTES OF THE VISTANCIA COMMUNITY FACILITIES DISTRICT BOARD
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
May 20, 2014

A **Special Meeting** of the Vistancia Community Facilities District Board was convened at 8401 West Monroe Street in open and public session at 8:06 p.m.

Members Present: Board Chairperson Bob Barrett; Vice Chairperson Ron Aames; Board Members Jon Edwards, Carlo Leone, Bill Patena and Tony Rivero.

Board Youth Liaisons: Jacob Jelinek.

Members Absent: Board Youth Liaison Prior.

Other Municipal Officials Present: Carl Swenson, District Manager; Susan Daluddung, Deputy District Manager; Jeff Tyne, Deputy District Manager; Steve Burg, Chief Assistant District Counsel; Rhonda Geriminsky, District Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Chief Financial Officer; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Schell, Intergovernmental Affairs Director; John Sefton, Community Services Director; Scott Whyte, Economic Development Services Director; Corina Russo, Assistant to the District Manager; and Linda Blas, Deputy District Clerk.

Audience: Approximately five members of the public were present.

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

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

Chairperson Barrett asked if any Board Member wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Vice Chairperson Aames, seconded by Board Member Edwards, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

CONSENT – New Business:

Clerk's Note: The agenda item numbers shown below reflect the items as they were numbered on the agenda.

37C. **Disposition of Absence**

Excused the absence of Board Member Tony Rivero from the Special Meeting held on April 22, 2014.

38C. **Minutes**

Approved the April 22, 2014 Special Meeting minutes.

39C. **Investment Report for the Quarter Ended March 31, 2014**

Reviewed and accepted the Investment Report as presented.

REGULAR AGENDA

New Business:

40R. **PUBLIC HEARING - District Budget and Tax Levy for Fiscal Year 2015**

Staff Report:

Barry Houg, Budget Manager, reported that the Board adopted a tentative budget and tax levy for the Vistancia Community Facilities District for Fiscal Year 2015 on April 22, 2014. Mr. Houg reported that the Fiscal Year 2015 Final Budget is $27.2 million.

Public Hearing:

Chairperson Barrett opened the Public Hearing and asked if any Board Member or citizen wished to comment on the District Budget and Tax Levy for Fiscal Year 2015. There being no comments from those present to address this item, Chairperson Barrett declared the Public Hearing closed.

Board Action:

No Board action required.

41R. **Final Budget and Tax Levy Estimates for Fiscal Year 2015**

Barry Houg, Budget Manager, reported that the proposed Resolution establishes a Final Budget of $27.2 million and a tax levy of $2.10 per $100 of secondary assessed value of all property within the District for Fiscal Year 2015.

Motion was made by Board Member Patena, seconded by Board Member Edwards, to adopt **VCFD RES. 2014-02** approving the final budget and tax levy estimates for Fiscal Year 2015 for the Vistancia Community Facilities District.

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

Samuel Papparazzo posed questions to the Board regarding:

- Resources available to Vistancia residents that would provide an overview of the District
    - Why the District was formed
    - Major functions of the District
    - How the makeup of the Board was determined
- Establishing a resident advisory committee
- Notification of upcoming Board meetings to residents of the District

Chairperson Barrett explained that the Board cannot discuss any issues raised by public comment. Chairperson Barrett advised Mr. Papparazzo that members of the staff would respond to his inquiries.

ADJOURNMENT:

Being no further business to come before the District Board, the meeting was duly adjourned at 8:11 p.m.

_____
Bob Barrett, Board Chairperson

ATTEST:

_____
Rhonda Geriminsky, District Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the Vistancia Community Facilities District held on the 20th day of May, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of August, 2014.

(Seal)

_____
Rhonda Geriminsky, District Clerk

CITY OF PEORIA, ARIZONA
VISTANCIA COMMUNITY FACILITIES DISTRICT
DISTRICT COMMUNICATION

Agenda Item: 37C

Date Prepared: July 30, 2014 **District Meeting Date:** August 27, 2014

TO: Carl Swenson, District Manager

FROM: Brent D. Mattingly, Chief Financial Officer

THROUGH: Jeff Tyne, Deputy District Manager

SUBJECT: Investment Report for the Year Ended June 30, 2014

Purpose:

This is a request for the District Board to review and accept the Investment Report for the Year Ended June 30, 2014.

Background/Summary:

The Finance Department has prepared a quarterly report in compliance with Peoria's adopted Investment Policy. The District's total investment portfolio earned an average yield of 0.28% for the year and 0.25% for the 4th quarter. This represents investment income of $42,595 for the year and $10,018 for the 4th quarter and an ending balance for the total investment portfolio of $14,586,217.

Previous Actions:

There are no previous actions for this item.

Options:

The District Board may select the following options:

A: Accept the Quarterly Investment Report as presented

B: Not accept the Quarterly Investment Report and request additional information from staff

Staff's Recommendation:

Discussion and possible action to review and accept the Investment Report as presented.

Fiscal Analysis:

This item has no financial implications.

Narrative:

The quarterly investment report provides comparative investment yields, portfolio composition, average maturity lengths, comparisons of market value and book value, and a brief summary of the economy. An Inventory Holdings Report, which itemizes each security in the District's investment portfolio by fund, security type, and cusip number has been included as Exhibit 2. A brief glossary of security definitions has also been included as Exhibit 3.

Exhibit(s):

Exhibit 1: Quarterly Investment Report

Exhibit 2: Inventory Holdings Report

Exhibit 3: Glossary of Security Definitions

Contact:

Paula Keto, Senior Accountant X7153

VISTANCIA COMMUNITY FACILITIES DISTRICT
PEORIA, ARIZONA

INVESTMENT PERFORMANCE REPORT

Annual Report
Period Ended June 30, 2014

Brent D. Mattingly, District Chief Financial Officer

TABLE OF CONTENTS

Section	Description	Page
I.	INTRODUCTION	2
II.	INVESTMENT POLICY COMPLIANCE	2
III.	INVESTMENT PERFORMANCE	2
	A. Portfolio Composition	2
	B. Invested Cash Balances	3
	C. Investment Income	3
	D. Comparative Investment Yields	3
	E. Average Maturity of the Portfolio	4
	F. Comparison of Market Value and Book Value	4
V.	ECONOMIC REVIEW	5
VI.	SUMMARY DATA	6

I. INTRODUCTION

This report reflects investment activity for the Vistancia Community Facilities District's (District) investment management program. The District's approved Investment and Portfolio Policies requires that the investment program meet the following criteria, listed in order of importance:

Safety - *Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.*

Liquidity - *The investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements.*

Yield - *The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, while taking into account the District's strict risk constraints.*

In keeping with the policy, funds are invested in allowable, safe securities structured to assure safety and liquidity. Short-term needs (6 months or less) are met by short-term investments. Funds not required to meet short-term needs are invested in longer term securities. Only after the safety and liquidity requirements are met does the District consider interest earnings (yield). The weighted average annualized yield on investments was as follows:

Table 1

AVERAGE ANNUALIZED INVESTMENT YIELD					
	FY14 Q1	**FY14 Q2**	**FY14 Q3**	**FY14 Q4**	**Year Ended 06/30/14**
CFD Bonds, Series 2002 (Reserve)	**0.53**	**0.53**	**0.53**	**0.50**	**0.52**
CFD Bonds, Series 2005	**0.48**	**0.48**	**0.48**	**0.60**	**0.51**
CFD Bonds, Series 2006	**0.23**	**0.19**	**0.18**	**0.14**	**0.18**
Total Portfolio	**0.31**	**0.28**	**0.28**	**0.25**	**0.28**

II. INVESTMENT POLICY COMPLIANCE

The District's Investment Policy applies to all the financial assets and funds held by the District. All investments follow the provisions established in that policy.

III. INVESTMENT PERFORMANCE

A. Portfolio Composition. The investment policy requires diversification by security type and institution in order to minimize market volatility risk and credit risk. The policy also establishes maximum investment levels by market sector. Diversification is further accomplished through the laddering of maturities

to meet cash flow needs. The table below illustrates the portfolio's diversification with dollar amounts and percentages by investment type.

Table 2

TOTAL PORTFOLIO COMPOSITION (In Millions of Dollars)								
Security Type	**FY 14 – Q1**		**FY 14 – Q2**		**FY 14 – Q3**		**FY 14 – Q4**	
	Amt	**%**	**Amt**	**%**	**Amt**	**%**	**Amt**	**%**
Money Market	**2.3**	**14.9**	**5.3**	**35.0**	**2.9**	**19.8**	**4.5**	**30.5**
Agency Securities	**9.9**	**65.4**	**8.4**	**55.2**	**10.4**	**71.6**	**7.9**	**54.1**
Treasury Bills	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Treasury Notes	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Commercial Paper	**3.0**	**19.7**	**1.5**	**9.8**	**1.2**	**8.6**	**2.2**	**15.4**
Repurchase Agreements	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
TOTALS:	**15.2**	**100.0**	**15.2**	**100.0**	**14.5**	**100.0**	**14.6**	**100.0**

B. Average Invested Cash Balances. Fluctuations in the quarterly balances represent normal cash flows throughout the fiscal year, the expenditure of bond funds, and the occasional addition of new bond proceeds.

C. Investment Income. Investment income was $10,018 for the quarter and $42,595 for the year.

D. Comparative Investment Yields. Since the Investment Policy restricts investment primarily to the U.S. fixed income and money markets, the portfolio performance is measured directly against these markets.

Table 3

COMPARATIVE ANNUALIZED INVESTMENT YIELDS				
	FY 14 Q1	**FY 14 Q2**	**FY 14 Q3**	**FY 14 Q4**
Total Portfolio	**0.31**	**0.28**	**0.28**	**0.26**
3 Month T-Bill	**0.03**	**0.05**	**0.04**	**0.03**
Money Market Funds	**0.01**	**0.01**	**0.01**	**0.01**
6 Month T- Bill	**0.06**	**0.08**	**0.07**	**0.05**
1 Year T-Bill	**0.11**	**0.12**	**0.11**	**0.09**
2 Year Treasury	**0.36**	**0.32**	**0.36**	**0.41**

E. Average Maturity of the Portfolio. The average maturity of the portfolio was 223 and 241 days for the quarter and year, respectively, which is in compliance with the Investment Policy.

F. Comparison of Market Value and Book Value. The book value of the portfolio is captured on an amortized cost basis using straight-line amortization of premiums and discounts. The market value reflects the market price at which these securities could be sold in the open market. Gains and losses are typically not actually realized since most securities are held until maturity. Market and book values for the quarter are shown below.

Beginning Book Value.....$14,523,887
Beginning Market Value $14,525,370

Ending Book Value.....$14,586,217
Ending Market Value.....$14,589,005

V. ECONOMIC REVIEW AS OF 06-30-14:

Gross Domestic Product (GDP) The year began with an abysmal showing as the U.S. economy actually contracted by -2.1% in the chilly first quarter of 2014. The second quarter told a different story as GDP rebounded to +4.0% annualized growth in the preliminary reading. Positive contributions were made during the spring in housing, equipment spending, and business inventories, which actually added 1.7 percentage points to the overall number. For the first two quarters of 2014, the U.S. economy has now grown at roughly a +1.0% pace. The historical average is +3.2%. To reach this level, GDP would have to increase by +5.4% in the final two quarters of the year, which isn't likely to happen, especially if inventory accumulation slows after the huge Q2 build-up. The median forecast for the next four quarters is +3.0%, an encouraging, if unspectacular number.

Nonfarm Payrolls: Employment conditions have improved nicely in recent months. In May, the total number of jobs created during the five-year expansion finally exceeded the total jobs lost during the "Great Recession." Unfortunately, the quality and pay grade of the new positions has been substantially lower. Nonfarm payrolls rose by 288k in June, and increased by a total of 816k in the second quarter. The unemployment rate reached a 5½-year low of 6.1% in June. Just a year ago, unemployment stood at 7.5%. During the same period, the broader U6 "underemployment rate" has dropped from 14.2% to 12.1%, the lowest since November 2008 and a substantial decline from the 17.2% peak in April 2010. There are now just 9.5 million Americans actively seeking work, although the number of underemployed, diverted and discouraged workers probably doubles this number.

Housing: Higher mortgage lending rates, along with higher home prices are clearly having a negative effect on home sales. Existing home sales rose by 2.6% in June to a 5.04mm annual pace, but on a year-over-year basis, sales of existing homes were down 2.3%, the eighth consecutive month of decline. By contrast, new home sales dropped 8.1% in June to a 406k annual pace, but the bigger surprise in the report was a puzzling 12.3% downward revision to the previous month. March and April were also revised lower for a total rewrite of -86k. On a year-over-year basis, new home sales are now down 19.4%, while the supply sits at 5.8 months, the highest in 2½ years. Prices are still rising, but not as quickly. The median price for an existing home in June was $223,300, up 4.3% from a year ago. By contrast, the median price for a new home was $273,500, up 5.3% year-over-year.

Retail Sales: Following brisk spending in the early spring, consumer purchases have slowed. Retail sales rose by just +0.2% in June. Fortunately, the underlying details were better than the headline suggested as both April and May were revised higher (April from +0.5% to +0.6% and May from +0.3% to +0.5%), while the retail sales "control group," which strips out the volatile categories of automobiles, gasoline and building materials, and feeds into the GDP calculation, advanced by a heathier 0.65%. In contrast to lackluster overall retail sales, U.S. auto sales have been quite robust. Annualized sales rose 1.2% to a seasonally-adjusted annual rate of 16.7 million in June, the strongest sales pace in nearly eight years. Consumer confidence rose to a new post-recession high of 85.2 in June, suggesting spending could accelerate in future months.

- Scott McIntyre, First Southwest Asset Management

VI. SUMMARY DATA

Table 4

PORTFOLIO COMPOSITION Vistancia CFD Bonds, Series 2002*				
Security Type	**FY 14 – Q1 Ending 9/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$28,457	$31,664	$23,997	$27,238
Agency Securities	$2,035,948	$2,033,064	$2,030,341	$2,027,737
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$0	$0	$0	$0
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$2,064,406**	**$2,064,728**	**$2,054,338**	**$2,054,975**
Average Yield	0.53	0.53	0.53	0.50
Average Maturity (Years)	1.48	1.45	1.24	0.96

* Represents Debt Service Reserve Funds

Table 5

PORTFOLIO COMPOSITION Vistancia CFD Bonds, Series 2005*				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$7,923	$13,005	$1,654	$6,773
Agency Securities	$2,354,594	$2,353,379	$2,352,327	$2,351,506
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$0	$0	$0	$0
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$2,362,517**	**$2,366,384**	**$2,353,981**	**$2,358,279**
Average Yield	0.48	0.48	0.48	0.60
Average Maturity (Years)	1.91	1.85	1.64	1.58

* Represents Debt Service Reserve Funds

Table 6

PORTFOLIO COMPOSITION Vistancia CFD Bonds, Series 2006				
Security Type	**FY 14 – Q1 Ending 09/30/13**	**FY 14 – Q2 Ending 12/31/13**	**FY 14 – Q3 Ending 03/31/14**	**FY 14 – Q4 Ending 06/30/14**
Money Market	$2,229,104	$5,285,426	$2,854,704	$4,418,677
Agency Securities	$5,554,101	$4,029,196	$6,012,613	$3,505,667
Treasury Notes	$0	$0	$0	$0
Treasury Bills	$0	$0	$0	$0
Commercial Paper	$2,997,570	$1,499,590	$1,248,251	$2,248,619
Repurchase Agreements	$0	$0	$0	$0
Totals:	**$10,780,775**	**$10,814,212**	**$10,115,568**	**$10,172,963**
Average Yield	0.23	0.19	0.18	0.14
Average Maturity (Years)	0.38	0.20	0.29	0.32

City of Peoria

Detail of Security Holdings

As of 06/30/2014

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty
Vistancia Project 2002 - Debt Service Re														
WF-ADVGOV		MMF	Wells Fargo Adv Govt MMF					27,237.55	100.000	27,237.55	27,237.55	100.000	27,237.55	1
31398A3G5	03/29/12	AGCY BULET	FNMA	1.500	09/08/14			1,025,000.00	102.382	1,049,415.50	1,026,870.44	100.260	1,027,665.00	70
313379ER6	08/09/13	AGCY BULET	FHLB	0.500	06/12/15			500,000.00	100.337	501,683.00	500,866.92	100.260	501,300.00	347
3134G56B6	05/30/14	AGCY CALL	FHLMC	0.580	08/26/16	11/26/14	QRTLY	500,000.00	100.000	500,000.00	500,000.00	99.890	499,450.00	788
Total for Vistancia Project 2002 - Debt Service Re								**2,052,237.55**		**2,078,336.05**	**2,054,974.91**		**2,055,652.55**	**311**
Vistancia Project 2005 - Reserve Fund														
WF-ADVGOV		MMF	Wells Fargo Adv Govt MMF					6,773.24	100.000	6,773.24	6,773.24	100.000	6,773.24	1
31398A3G5	03/29/12	AGCY BULET	FNMA	1.500	09/08/14			350,000.00	102.382	358,337.00	350,638.69	100.260	350,910.00	70
313379ER6	08/09/13	AGCY BULET	FHLB	0.500	06/12/15			500,000.00	100.337	501,683.00	500,866.92	100.260	501,300.00	347
3134G56B6	05/30/14	AGCY CALL	FHLMC	0.580	08/26/16	11/26/14	QRTLY	500,000.00	100.000	500,000.00	500,000.00	99.890	499,450.00	788
3134G53L7	05/19/14	AGCY CALL	FHLMC	1.125	05/19/17	08/19/14	QRTLY	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.120	1,001,200.00	1,054
Total for Vistancia Project 2005 - Reserve Fund								**2,356,773.24**		**2,366,793.24**	**2,358,278.85**		**2,359,633.24**	**698**
Vistancia Project 2006 - Construction														
WF-ADVGOV		MMF	Wells Fargo Adv Govt MMF					4,418,676.71	100.000	4,418,676.71	4,418,676.71	100.000	4,418,676.71	1
36959JJR5	04/28/14	CP - DISC	GE Capital Corp		09/25/14			1,000,000.00	99.938	999,375.00	999,641.67	99.974	999,744.00	87
89233HL69	02/12/14	CP - DISC	Toyota Mtr Cr		11/06/14			1,250,000.00	99.829	1,247,867.71	1,248,977.78	99.956	1,249,448.75	129
3135G0FY4	01/23/14	AGCY BULET	FNMA	0.750	12/19/14			2,000,000.00	100.534	2,010,673.09	2,005,502.26	100.300	2,006,000.00	172
3130A1C48	04/28/14	AGCY BULET	FHLB	0.140	02/18/15			1,500,000.00	100.014	1,500,210.00	1,500,164.40	99.990	1,499,850.00	233
Total for Vistancia Project 2006 - Construction								**10,168,676.71**		**10,176,802.51**	**10,172,962.82**		**10,173,719.46**	**93**
Total for City of Peoria								**14,577,687.50**		**14,621,931.80**	**14,586,216.58**		**14,589,005.25**	**222**

Security Acronyms:

AGCY – DISCO	Agency Discount Note
AGCY – BULET	Agency Bullet
AGCY – CALL	Agency Callable Note
AGCY – STEP	Agency Step-Up Note
CP – DISC	Commercial Paper Discounted
FFCB	Federal Farm Credit Bank
FHLB	Federal Home Loan Bank
FNMA	Federal National Mortgage Association or "Fannie Mae"
FHLMC	Federal Home Loan Mortgage Corporation or "Freddie Mac"
FCAR Owner Trust	Ford Credit Asset Receivable
GE Capital Corp	General Electric Capital Corp
MMF	Money Market Fund

Security Definitions:

Agency Notes - A debt security issued by a federal or federally sponsored agency. These are widely considered to be among the safest types of fixed income securities, although they are not explicitly guaranteed by the Federal government, there is a market peerception that there is an implicit government guarantee. The following are Government-Related Enterprises, originally created by an act of Congress: Federal Farm Credit Bank, Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac).

Federal Farm Credit Bank (FFCB) - The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of congress in 1916. Its mission is to provide a reliable and low cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and its senior debt is AAA-rated. Yields on FFCB obligations are often slightly lower than yields on FHLB, FNMA or FHLMC obligations because they issue fewer bonds and are in demand as portfolio diversifiers.

Federal Home Loan Bank (FHLB) - The Federal Home Loan Bank system was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB's primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid and its senior debt is AAA-rated.

Federal National Mortgage Association (FNMA or "Fannie Mae") - Fannie Mae was chartered in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States, by purchasing existing home loans and pooling them together to create mortgage-backed securities that can them be sold to investors, along with a guaranty of the timely payment of principal and interest on the underlying loans. Fannie Mae was privatized in 1968, and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae currently continues operation under government control and has been instrumental in the government's attempts to revive the housing sector. Fannie Mae debt obligations are highly liquid and its senior debt is AAA-rated.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") - Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae, Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control and has been instrumental in the government's attempt to revive the housing sector. Freddie Mac securities are highly liquid and its senior debt is AAA-rated.

Agency Bullet- An agency security that matures at a single point in time and does not feature a call option. This security will earn a fixed rate of interest and the entire face value will be returned to the investor at maturity. The security does not amortize or make periodic payments of principal.

Agency Callable - An agency security where the issuer has the option to call the security away, or redeem it, prior to maturity. This allows the issuer to return principal to the investor prior to the stated maturity date.

Agency Discount Note - Similar to a Treasury Bill, an agency discount note is a zero coupon bond sold at a discount to face value. At maturity the investor will receive face value. The income earned is the difference between the cost paid for the security and its face value.

Agency Step-Up Note - An agency security that provides for the fixed rate of interest to adjust, or "step-up" at predetermined intervals based on a specific schedule. The schedule may include one or several rate adjustments over the life of the security. In most cases, the security is also callable at the step-up dates.

Commerical Paper – An unsecured short –term promissory note issued by corporations, with maturities ranging from 2 to 270 days. Examples of commercial paper include Ford Credit Asset Receivable, General Electric Capital Corporation, Johns Hopkins Health System and Toyota Motor Credit.

Treasury Bill – Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000.

Treasury Note - U.S. government debt securities with maturities of ten years or longer, and issued in minimum denominations of $1,000.