City Council Meeting
Notice & Agenda

Tuesday, October 21, 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

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

Discussion and possible action to authorize the holding of an Executive Session for the purpose of: (a) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with the American Federation of State, County and Municipal Employees Local 3282 and United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5; and (b) discussion with legal counsel pertaining to Ken Krieger et al. v. City of Peoria et al. pursuant to A.R.S. § 38-431.03.A.4.

Study Session Agenda

Subject(s) for Discussion Only

2. Potential City Acquisition of New River Water Utility
3. Affiliated Partner Agencies
4. City of Peoria Procurement Process

Adjournment

Executive Session

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

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

Executive Session Agenda

5. An Executive Session for the purpose of: (a) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with the American Federation of State, County and Municipal Employees Local 3282 and United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5; and (b) discussion with legal counsel pertaining to Ken Krieger et al. v. City of Peoria et al. pursuant to A.R.S. § 38-431.03.A.4.

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 $500.00 per violation and/or by removal from public office.

Regular Meeting

7:00 P.M. Convene

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

Presentation

6. Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the October 7, 2014 City Council Meeting:

    - Mitchell Bolnick to the Board of Adjustment
    - Jeff Berggren and David Pearson to the Economic Development Advisory Board
    - Jay Otlewski to the Planning and Zoning Commission
    - Megan Bromley to the Youth Advisory Board

Consent Agenda

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

Consent

7C. **Disposition of Absence**

Discussion and possible action to approve the absence of Vice Mayor Ron Aames from the Special Meeting held at 5:00 p.m. on October 1, 2014.

8C. **Intergovernmental Agreement, Maricopa County, HOME Investment Partnership Program, Fiscal Year 2015**

Discussion and possible action to approve an Intergovernmental Agreement in the amount of $171,333 with Maricopa County for the use of the City's annual program allocation as a member of the Maricopa County HOME Consortium.

9C. **Expenditure Authority, Sports Complex Surcharge Funds, Sports Complex Improvements**

Discussion and possible action to: (a) authorize expenditures from the Sports Complex General Admission Surcharge Fund and Sports Complex Improvement Reserves Fund for the improvement of complex facilities; and (b) approve a budget amendment in the amount of $265,000 from the General Fund Contingency account with $105,000 to the Sports Complex General Admission Surcharge Fund Building and Improvements account and $160,000 to the Sports Complex Improvement Reserves Fund.

10C. **Appropriation and Expenditure Authority, Arizona Public Service Incentive Funds, Peoria Sports Complex Improvements, 83rd Avenue and Stadium Way**

Discussion and possible action to: (a) appropriate $332,000 of energy efficiency incentive funds received from Arizona Public Service to the Sports Complex Improvements capital improvement project; and (b) authorize the expenditure of funds utilizing existing agreements and/or small dollar procurements.

11C. **Refinance Authority Bonds, Industrial Development Authority Board, Capital Improvements and Upgrades, Sierra Winds Life Care Community**

Discussion and possible action to adopt **RES. 2014-152** ratifying the approval of the Industrial Development Authority Board to refinance certain authority bonds not to exceed $38,000,000 to the Arizona Retirement Centers, Incorporated, for the Sierra Winds Life Care Community Project.

12C. **Deed Easements, Various Locations**

Discussion and possible action to adopt **RES. 2014-151** accepting Deeds and Easements for various Real Property interests acquired by the City.

13C. **Final Plat, 91st Avenue and Bell Road II, 91st Avenue and Bell Road**

Discussion and possible action to approve the Final Plat for 91st Avenue and Bell Road II, located at 91st Avenue north of Bell Road, subject to stipulations.

14C. **Final Plat, Blackstone at Vistancia Parcels A3 & B14, Lone Mountain Road and Sunrise Point**

Discussion and possible action to approve the Final Plat of Blackstone at Vistancia Parcels A3 and B14, located at Lone Mountain Road and Sunrise Point, subject to stipulations.

15C. **Replat, Peoria Plaza, Various Lots, 91st Avenue and Union Hills Drive**

Discussion and possible action to approve the Replat of the Replat of Lots 1 through 4 of Peoria Plaza and Lot 2 of the Replat of Lots 2 and 5 of Peoria Plaza, located at 91st Avenue and Union Hills Drive, subject to stipulations.

Regular Agenda

Unfinished Business

16R. **Master Final Plat, Aloravita Phase 1, 75th Avenue and Jomax Road**

Discussion and possible action to approve the Master Final Plat for Aloravita Phase 1, located on 75th Avenue and Jomax Road, subject to stipulations.

17R. **Final Plat, Aloravita Phase 1 Parcel 1, 75th Avenue and Jomax Road**

Discussion and possible action to approve the Final Plat for Aloravita Phase 1, located at 75th Avenue and Jomax Road, subject to stipulations.

18R. **Final Plat, Aloravita Phase 1 Parcel 2, 75th Avenue and Jomax Road**

Discussion and possible action to approve the Final Plat for Aloravita Phase 1 Parcel 2 located at 75th Avenue and Jomax Road, subject to stipulations.

19R. **Final Plat, Aloravita Phase 1 Parcel 3, 75th Avenue and Jomax Road**

Discussion and possible action to approve the Final Plat for Aloravita Phase 1 Parcel 3, located at 75th Avenue and Jomax Road, subject to stipulations.

20R. **Final Plat, Aloravita Phase 1 Parcel 5, 75th Avenue and Jomax Road**

Discussion and possible action to approve the Final Plat for Aloravita Phase 1 Parcel 5 located at 75th Avenue and Jomax Road, subject to stipulations.

21R. **Final Plat, Aloravita Phase 1 Parcel 6, 75th Avenue and Jomax Road**

Discussion and possible action to approve the Final Plat for Aloravita Phase 1, Parcel 6 located at 75th Avenue and Jomax Road, subject to stipulations.

New Business

22R. **PUBLIC HEARING - Liquor License, Various Locations**

PUBLIC HEARING: RE: (a) A New Wine and Beer Liquor License (Series 10) for Jacksons #801, located at 8369 West Bell Road, Heather A. Hendon, Applicant, LL#20011153; and (b) A New Restaurant Liquor License (Series 12) for Joey & Gina's, located at 16041 North Arrowhead Fountain Center Drive, Brad L. Rocca, Applicant, LL#20011219.

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 Jacksons #801, located at 8369 West Bell Road, Heather A. Hendon, Applicant, LL#20011153; and (b) A New Restaurant Liquor License (Series 12) for Joey & Gina's, located at 16041 North Arrowhead Fountain Center Drive, Brad L. Rocca, Applicant, LL#20011219.

23R. **Code Amendment, Chapter 17 and Article 14, Nuisances and Walls and Fences**

Discussion and possible action to concur with the Planning and Zoning Commission to adopt **ORD. 2014-38** amending Chapter 17 "Nuisances", of the Peoria City Code (1992 Edition) and **ORD. 2014-39** amending Article 14-3-5 "Walls and Fences", of the Peoria City Code (1977 Edition).

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

24. **Council Calendar**

25. **Reports**

A. Council Subcommittee Update
B. 2014 Halloween Monster Bash
C. Eight's Great GrillFest 2014
D. Neighborhood ParkFest! Series
E. 2014 7th Annual Veterans Day Run and Veterans Recognition
F. Camino a Lago Park Grand Opening

Reports from City Council
Reports from the Mayor

Adjournment

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

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

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

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 2

Date Prepared: October 2, 2014 **Council Meeting Date:** October 21, 2014

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Potential City Acquisition of New River Water Utility

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Purpose:

The Public Works – Utility Department has conducted a public outreach program with the customers of the New River Utility Company to understand their interest and support of the potential City acquisition of the private water company. Staff will provide a summary of the input received at a public meeting, direct communication from citizens, and the results of a recent survey of New River Utility Company customers. Staff will also seek direction from the Mayor and Council on potential next steps in the process.

Background/Summary:

The owners of the New River Utility Company are exploring the possible sale of the water company. The New River Utility Company has approached the City to see if it is interested in acquiring the company. They have indicated that other buyers may also be interested in the acquisition. Over the past several months, the City of Peoria sought input from the customers of the New River Utility Company regarding the possible City purchase of the water company. Through the outreach process, New River Utility Company customers were informed of the benefits of having water service provided by the city and details on how the acquisition would impact rates, service, and water quality.

New River Utility Company, Inc. is a private water provider regulated by the Arizona Corporation Commission and serves customers within the city of Peoria. The New River Utility Company possesses a Certificate of Convenience & Necessity (CC&N) for the area shown in **Figure 1** allowing it to be the sole provider of potable water. The New River Utility Company currently has approximately 2,900 customer accounts.

Previous Actions

There have been no previous actions on this item.

Options:

This is an informational presentation only.

Attachments:

1. New River Frequently asked Questions
2. Figure 1

Contact Name and Number:
William Mattingly, Public Works – Utilities Director, extension 5151

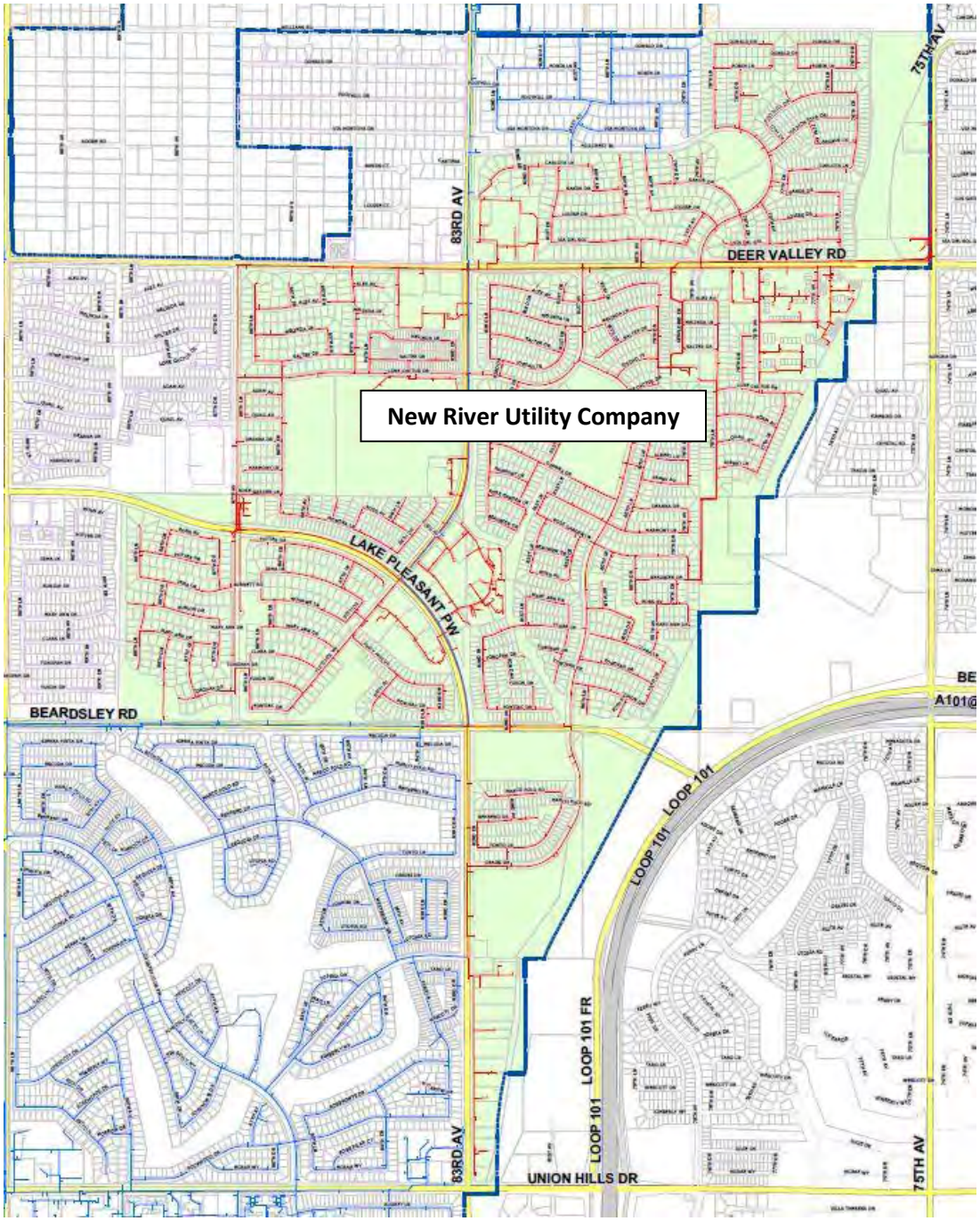


Figure 1 - New River Utility Company CC&N

Potential Acquisition of New River Utility Company
Frequently Asked Questions

The owners of the New River Utility Company are exploring the possible sale of the water company. They have approached the City to see if it is interested in acquiring the Company. They have indicated that other buyers may also be interested in the acquiring the company, as well. Before the City determines to proceed with negotiations for acquiring the utility, we would appreciate your input.

Citizen support is a key factor in the City's decision to move forward with this acquisition. Through the outreach process, New River Utility customers will learn the benefits of having water service provided by the City and details on how the acquisition will impact rates, service and water quality.

Send your comments or questions to the Director of Public Works/Utilities: Bill.Mattingly@peoriaaz.gov, or call 623- 773-5150

How Would The Acquisition Impact My Water Bill?
You would begin to receive your water bill from the City of Peoria (City). Your water bill would be combined along with your bill for sewer service and curbside trash and recycling pick-up. The City's current water rates are slightly higher than those for New River Utility Company (NRUC). However, for most customers, the total cost of water from the City would be less than currently paid due to the elimination of a special tax district fee (CAGRD special tax district) you pay on your property tax bill.

For detailed information of the City's water rates and to calculate your water bill under the City's water rate structure please visit the City's website at http://www.peoriaaz.gov/Rates to use its utility bill estimator. For optimal results, you will need to know your meter size and typical water usage.

Below is a typical comparison showing estimated water bills for both the City and NRUC. The comparison includes the typical CAGRD fee billed to NRUC customers on their property tax bill.

New River Utility Company					City
Meter Size	Usage (gals)	Water Bill ($)	CAGRD Cost ($)	Total ($)	Water Bill ($)
3/4"	11,000	26.83	20.50	47.33	38.74
1"	16,000	52.90	27.33	80.23	59.89
2"	109,000	311.72	192.33	504.05	452.99

Notes
Usage is based on NRUC monthly average consumption for ¾", 1", and 2" water meters.

What Is The CAGRD Special Tax District Fee?
Water delivered to customers of NRUC must be replenished by recharging water to the aquifer. NRUC customers must bear the cost of replacing the delivered groundwater. The cost of replacing delivered water is charged to you on your property tax by Maricopa County. Maricopa County then transfers those tax payment to CAGRD, the Central Arizona Groundwater Replenishment District, the entity that replenishes the water to the aquifer. City customers do not incur the tax because the City replenishes water itself.

How Would Customer Service be Affected?
You would see improvements in customer service with the City as your water provider. The City has a dedicated and responsive Customer Service Division available for billing issues and any customer service inquiry. Customer would have consolidated billing for the various City services and have the ability to pay their water/sewer/trash bill online, as well as view billing and usage history. The City also has certified professionals who operate and maintain the water system in compliance with all regulatory requirements.

What About My Water Pressure?
Customers in some areas served by NRUC have reported intermittent pressure problems. The NRUC water system would be interconnected with, and become part of, the robust City system, alleviating pressure issues and providing a reliable water system.

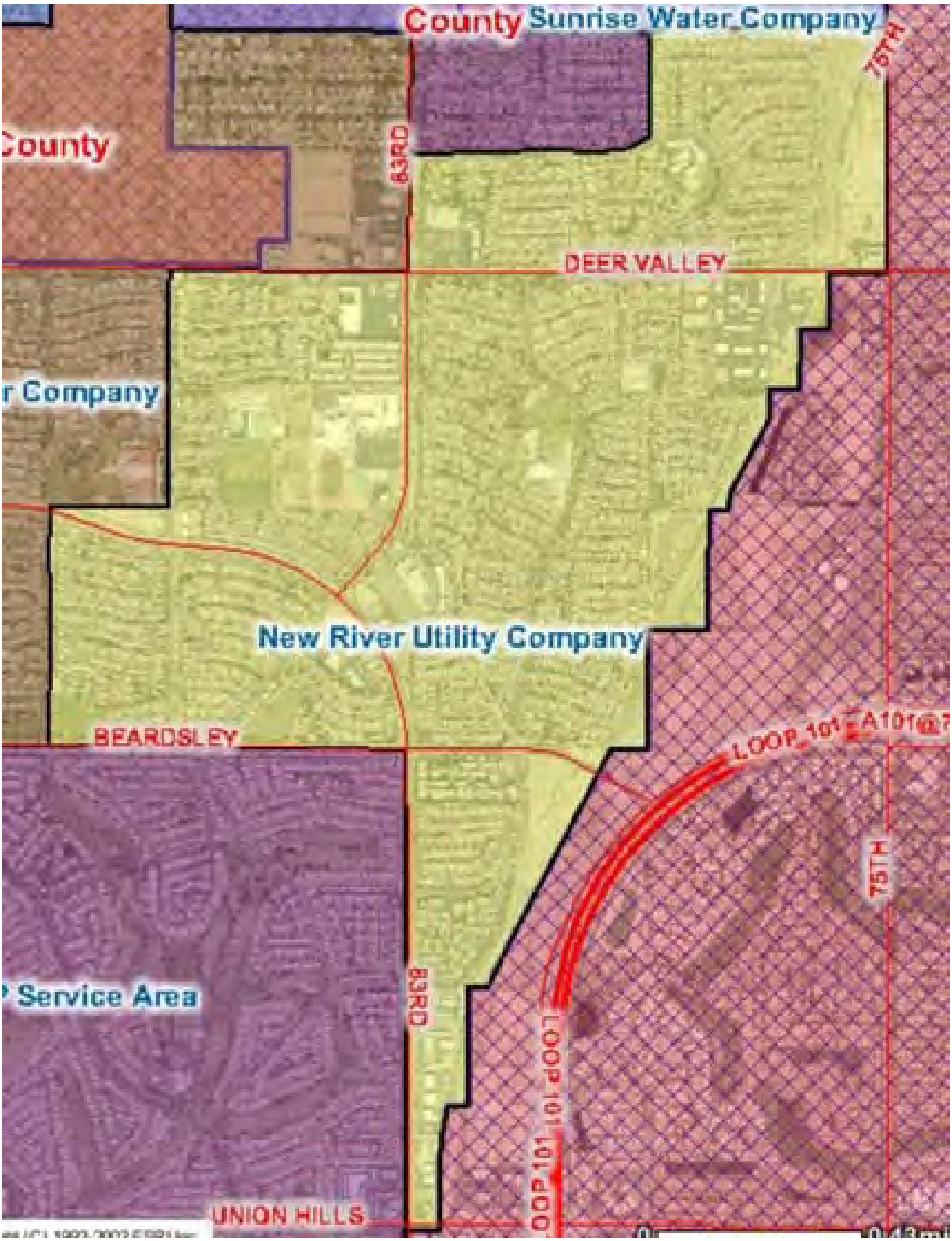
What Water Quality Standards Must The City Meet?
The City, like the NRUC, is required to meet federal, state, and county standards for water quality. The City's water consistently meets all water quality standards and the City publishes its Consumer Confidence Report annually so that all customers are aware of the quality of the water.

What Is The Source Of The City's Water?
The City's water supply comes from a variety of sources. Groundwater from wells, surface water from the Central Arizona Project treated at the Pyramid Peak Water Treatment Plant, and surface water from the Salt River Project treated at the Greenway Water Treatment Plant are the sources of supply for the City. Groundwater is the source of supply for NRUC customers.

Would There Be Any Improvements To The Water System?
The City would make enhancements to all water production and pumping sites to allow for remote monitoring and control to further integrate the NRUC system with the overall City system and to enhance security. Water meters would be standardized to the City radio-read devices. Other infrastructure would receive the same level of care and maintenance as the rest of the City's water system components.

Overall, What Are The Benefits To NRUC Customers By Having The City Provide Water Service?
There are several overall benefits that the NRUC customers would realize by having the City become their water provider - reliability, redundancy or back-up, enhanced customer service, combined billing, and elimination of the CAGRD special tax fee.

NEW RIVER UTILITY COMPANY
Service Area Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3

Date Prepared: October 7, 2014 **Council Meeting Date: October 21, 2014**

TO: **Mayor and Council**

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

SUBJECT: **Affiliated/Partner Agencies**

Purpose:

Consideration of a policy limiting political participation for agencies financially affiliated with the City of Peoria.

Background/Summary:

On August 27th, City Council discussed the current policies and practices with regard to political activity by agencies affiliated with the City of Peoria. At that time, City Council requested that City staff review the potential administrative and legal implications for imposing such a policy. Given this direction, City staff focused on clarifying potential agencies covered under such a policy, possible restrictions to be placed on political activity, various enforcement options, and expected administrative oversight.

At the October 21st study session, City staff intends to develop a framework for such a policy, which if enacted, would be brought back for possible action at a regular Council meeting.

Currently, no defined policy exists which restricts political activity for affiliated agencies. In addition, most contracts with larger affiliated agencies currently do not include conflict-of-interest provisions. That said, the City does utilize contractual and code provisions which limit conflict of interest for some parties. They include:

- **Chamber Contract Provisions**-The City's contract with the Peoria Chamber of Commerce includes a lobbying clause, stating that "(t)he Chamber shall not pay or influence an officer or employee of the City...if that action may have an impact of any nature on the subject of this Agreement."
- **General Fund "Not-for-Profit" grant**-Currently, the City has a non-lobbying clause included in contracts administered through the annual "Not-for-Profit" program. Exact language states that a grantee "...shall not pay or influence an officer or employee of the City of Peoria, State of Arizona or the Federal Government, if that action may have an impact of any nature on the subject contract." In addition, it states that "None of the

funds, materials, property, or services contributed by the City or the Grantee under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office."

- **Vendor Activity**-Vendors doing business with the City of Peoria are precluded from engaging City Council during the solicitation period. In addition, vendors are subject to State statutory limitations as well.

For further detail, a summary of some current affiliated agency contract terms is attached.

Considerations for a Draft Policy

The intended policy structure is included in the narrative discussion below, with options identified for Council consideration.

Agency Definition

The City of Peoria has financial relationships with a number of various community-based agencies. This includes various not-for-profit social agencies, art and cultural councils, educational institutions and various service groups. Most of these agencies include a governing board, as well as executive positions to administer agency operations.

In some instances, the City provides annual funding to these agencies, often identified in the annual budget process. The City also serves as a financial "pass-through" for various federal grants, such as the Community Development Block Grant and HOME Program.

For the purposes of this policy, City Council appears to concentrate their discussions on agencies receiving City operating funds, and which perform services deemed beneficial to the Peoria citizenry. Currently, the City has a policy for funding outside agencies, and in this development, Council defined a "Partner Agency" as an entity which

1. Provides community based services
2. Maintains a historical relationship
3. Contains a separate City budget appropriation
4. Maintains a not-for-profit (501c3) status under the IRS code.

In any given year, such agencies would include the Peoria Chamber of Commerce, Theater Works, the Peoria Diamond Club, Challenger Center, Fighter Country Partnership, and the Arizona Broadway Theater. In most instances, the City enters into a time-based use contract between an agency and the City of Peoria.

With this as background, the following are some options to define agencies subject to a political restrictions policy:

Agency Option #1-Substantial Financial Reliance on City Funds
Agencies subject to restriction would be based on their reliance for City funds to perform their key operations.

This could be based on a minimum dollar threshold (example-funding over $25,000), percentage of agency revenues (example-20% of annual agency revenue), or simply agencies receiving a direct line item budget allocation. Consideration can also be given to agencies receiving department operating support, grant allocations, and in-kind contributions.

In the current environment, agencies with a direct financial link include the Peoria Chamber of Commerce, Peoria Diamond Club, Theater Works, Northwest Black History Committee and United Peoria Foundation. Social service agencies receiving funds from the General Fund not-for-profit grant may also fall under this category. Currently, this would exclude agencies like the Challenger Center, Peoria Historical Society, Arizona Broadway Theater, and Fighter Country Partnership.

Depending on the financial criteria, there is a possibility that identification and notification will require moderate staff work to properly monitor agency qualification.

Agency Option #2-As Defined by Council Action
Agencies subject to restriction would be individually identified by City Council.
For example, City Council could formally note such "affiliated agencies" by Council action. This could be performed on an "as-needed" basis, or as part of the annual budget process.

Such a selection method affords some latitude by City leadership. However, a static listing of qualified agencies could create inconsistencies, as new agency relationships emerge, and as financial agreements evolve.

It is expected that oversight and monitoring of such listings will require a minimal level of City staff time.

Restrictions on Political Activity
A policy will be expected to clearly define the political activities subject to restriction. Some activities may include:

Agency Activities-Defined affiliated agencies can be restricted from:

- Contributing to City elections
- Contributing to sitting Councilmember activities
- Contributing to municipal ballot items

- Sponsorship and/or donations to political events

Agency Officials-Executives associated with defined affiliated agencies can be restricted from:

- Holding Mayor and Councilmember positions in the City
- Contributing to City elections
- Contributing to sitting Councilmember activities
- Contributing to municipal ballot items

Clarification should be given to which agency officials are subject to restrictions. For example, many agencies include governing officers which oversee the overall policy and direction. In addition, agencies commonly have executive director and other high-level positions to help administer the direction of the agency board. The City's legal staff can also provide guidance on any legal restrictions placed on individuals involved in political activity.

In some states, a Conflict-of-Interest Disclosure Statement is used to identify possible associations with a jurisdiction. Often these are focused on clarifying property and investment holdings.

Enforcement

A formal document can also include enforcement and compliance provisions for violating the terms of the policy. Possible enforcement measures can include:

- Cancellation of contract between the agency and the City. This could be performed administratively, or by explicit Council action.
- Financial withholding-The City may include provisions to limit funding, or require refunding of City funds.
- Violations could trigger a financial review or audit of agency expenditures and activities.

Compliance

Based on policy provisions, options exist for the oversight and monitoring of qualified agencies. Currently, many election issues are handled on a complaint basis only. However, a policy could dictate that City staff ensures contractual compliance with contract provisions. Moreover, a data repository could be established which identifies an active list of agencies, records policy complaints, agency officials, and disclosure documents.

It is important to note that an effort to maintain an active and accurate repository of information could be a significant administrative effort.

Previous Actions:

On August 27th, City Council discussed an Affiliate-Agency policy on political activities in Study Session.

Next Steps:

Based on Council direction, staff is prepared to craft a proposed policy for review and action at a regular City Council meeting.

Exhibit 1: Current Partner Agency Contract Terms

Contact Name and Number: Jeff Tyne – 623-773-7114.

Summary of Contractual Arrangements
Peoria-Affiliated Agencies

Agency	City Funding	Funding Source	Contract Through	Terms	Comments
Peoria Chamber of Commerce	$ 77,000	General Fund Direct Appropriation	1-Jul-2015	*Used for direct costs related to Chamber activities *Complete/Submit a year-end impact report on use of awarded funds *Funds not expended to be returned to City	"Conflict-of-Interest" provision included in contract terms
Arizona Broadway Theater	$ -	Land Lease Contract	1-Jul-2032	*Land lease rental payment schedule *Extension options *Land reverts back to City at end of lease	No "Conflict-of-Interest" provision included in contract
Theater Works	$ -	Land and Facility Lease Contract Periodic General Fund Support	1-Jul-2025	*Agency to manage City facility *Lease of $1/year to City, while City maintains ownership *Agency to maintain property and building *$1 Ticket Surcharge for repair/replacement of systems *City receives days of use of facility	No "Conflict-of-Interest" provision included in contract
Peoria Diamond Club	$ 64,000 $ 75,000 $ 45,000	Service contract Shared Ticket Revenue (Average) Spring Training Revenue Share	1-Apr-2015	*PDC provides ticketing services, offers parking/usher assistance *PDC receives share of Spring Training gate revenue to offset box office manager & ticket staff *PDC receives share of Spring Training net parking/scorecard revenue to offset parking/ticket taker/usher services	No "Conflict-of-Interest" provision included in contract
Not-for-Profit Grants	$ 105,000	General Fund	1-Jul-2015	*Agency receives funding support through fiscal year *Agency must provide information regarding the use of funds, and the performance of activities	"Conflict-of-Interest" provisions included in contract terms

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4

Date Prepared: October 13, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, CFO
Steve Kemp, City Attorney

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Study Session on Peoria Procurement Process

Purpose:

On August 27, 2014, the City Council met in Study Session to discuss the City's procurement process. The Council asked staff to bring this topic back to a future Council Study Session for further discussion.

Background/Summary:

Pursuant to a request by a Councilmember, the Council Subcommittee on General Government met to understand 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.

On August 27, 2014 the topic of the city's procurement process was presented to the entire City Council. At the conclusion of the Study Session, Council directed staff to bring back any language revisions needed to the current Council policy on subcommittees or to the City Procurement Code, should the Council be interested in following the City of Phoenix's procurement process that incorporates the use of Council subcommittees.

Options:

After the staff presentation and Council discussion, determine if there is Council direction for staff to revise Peoria's current procurement process.

Exhibit: DRAFT "redlined" version of Council Policy 1-10 (CP 1-10) "Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees"

Contact Names and Numbers: Brent Mattingly, CFO, 623-773-7134
Steve Kemp, City Attorney, 623-773-7331

CITY COUNCIL POLICY	CP 1-10 Category: General
	Department: City Manager's Office
TITLE: Council Committees to include Standing Policy Subcommittees, Ad Hoc Committees and Regional Committees	Approved: March 6, 2012

A. Purpose

Pursuant to City Charter and City Code, this document institutes policy to establish, modify and terminate Council standing policy subcommittees, ad hoc committees and regional committees and describe their powers, duties, and responsibilities. This policy is being implemented for a trial period of one year. The Council shall review this policy within one year of adoption.

B. General Provisions

1. The Mayor shall file with the City Clerk a list of all subcommittees and ad hoc committees, together with the members, chairperson, and charge of each subcommittee and ad hoc committee. Any changes in subcommittee or ad hoc committee information shall also be filed with the City Clerk.

2. CP 1-6 *Public Body Meeting Procedures* shall govern all standing sub-committee and ad hoc committee meetings.

3. Pursuant to City Code 2-63 City Manager-City Council relations, a standing policy subcommittee, ad hoc committee and its individual members shall deal with the administrative services of the city only through the City Manager, except for the purpose of inquiry. Neither a subcommittee or ad hoc committee nor any member thereof shall give orders or instructions to any subordinates of the City Manager.

   a. Standing Policy Subcommittees

      The purpose of standing policy subcommittees is to address policy issues as defined in Section E. of this Council Policy. Subcommittees are intended to be a public forum for council members "to make inquiries, analyze information, and provide recommendations" - <u>not</u> for departmental oversight. The purpose is not to address administrative matters, procedures or practices or to give direction to city staff regarding either policy or administrative matters.

1) The Mayor with the consent of the Council shall establish various Council standing subcommittees to include but not limited to those in Section D of this document.

2) The Mayor with the consent of the Council shall appoint three Council Members to each Council standing policy subcommittee for a one-year term. The Mayor shall make a good faith effort to equalize membership on subcommittees among the six Council Members. The Mayor with the consent of the Council may remove a subcommittee member.

3) Subcommittees are subject to Open Meeting Laws, rules of procedure and other laws and regulations deemed applicable by the City Attorney.

4) The Mayor may be a non-voting ex-officio member of all sub-committees, if he/she chooses.

5) Approximately one month prior to the first regular Council meeting of the calendar year, the Mayor shall inquire of subcommittee members any requests for subcommittee appointments. The Mayor will make a good faith effort to accommodate those requests. Initial appointments and/or changes shall be reviewed by the Council for possible consent at the first regular Council meeting of the calendar year.

6) One month prior to the first regular Council meeting each year, the Mayor may reassign subcommittee memberships, based on councilmember interests. Changes shall be reviewed by the Council for possible consent at the first regular Council meeting of the calendar year.

7) Members of each subcommittee shall select a chairperson at the first subcommittee meeting of the calendar year. The chairperson shall determine the agenda for the subcommittee consistent with the subcommittee's charge. A specific date and time each month will be set for each subcommittee. However, meetings will be held only as needed based on agenda items.

8) The City Manager shall assign appropriate staff and resources to support subcommittee meetings.

9) The City Manager shall create an administrative procedure to ensure the proper and efficient functioning of the subcommittee process. The

procedure shall be followed by all Council members and staff to ensure appropriate roles and responsibilities and relationships are adhered to by all parties.

10) The Mayor and individual Council Members may request ~~an item~~ a Policy matter as defined in Paragraph E., be placed on a subcommittee agenda for the purpose of collecting information, providing analysis, and making recommendations to the City Council or the City Manager.

11) The City Manager or the Council acting as a body may refer ~~matters~~ a Policy matter as defined in Paragraph E., to a subcommittee(s) for the purpose of collecting information, providing analysis, and making recommendations to the City Council.

12) Referrals and individual requests for discussion items to a subcommittee(s) must be in a format established by the City Manager. This format ensures that all Council members understand how to get an item on a subcommittee agenda.

13) The City Manager shall make the final decision about which subcommittee an item is assigned to, based on subject matter, in a timely manner, without undue delay.

14) The chairperson of a subcommittee shall place an item requested by the Mayor or individual Council Members for discussion on the subcommittee agenda in a timely manner without undue delay.

15) Subcommittees shall conduct public meetings on all matters referred to them in a timely manner without undue delay. Subcommittee agendas shall conform to Council rules. Citizen participation is encouraged.

16) When an item is referred to the Council as a whole from a subcommittee, it shall be referred in one of two ways: (1) with a unanimous recommendation or, (2) lacking a unanimous recommendation, it shall be referred without a recommendation. There may be a separate staff recommendation on subcommittee items forwarded to City Council. No subcommittee can “kill” an item.

17) All items referred from a subcommittee shall be reviewed by the Council sitting as a committee of the whole in study session in a timely manner without undue delay, with the exception of Procurement matters, which at the discretion of the Mayor and/or City Manager may be placed on a City Council agenda for discussion and possible action.. However, if an item is considered routine, of a time-sensitive or emergency nature, it may go directly to the Council for formal action.

18) The Council sitting as a committee of the whole in study session shall discuss the item referred from a subcommittee and determine that (1) the item should go to the full Council for formal action at a regular meeting, (2) further discussion is needed at a future Study Session, (3) further study is needed at the subcommittee level or at the staff level, or (4) no further discussion or action is needed.

19) Subcommittee meetings shall not be televised. No subcommittee shall be authorized to hold executive session except for the subcommittee charged with Council ethics investigations and only for that purpose.

~~19)~~20) The staff shall periodically report back to the Subcommittee hearing a procurement item the results of the procurement as an informational report.

~~20)~~21) The attached flow charts are intended to illustrate how items are processed.

b. Ad Hoc Committees
The purpose of ad hoc committees is to study, review, and make recommendations to the City Council regarding specific issues designated by the Mayor and Council.

1. The Mayor with the consent of the Council may establish, modify, and terminate ad hoc committees of the Council and charge them with their powers, duties, and responsibilities.

2. The Mayor with the consent of Council shall appoint and remove the members and chairperson for each ad hoc committee.

3. Membership of an ad hoc committee may include citizens and up to three Council Members.

4. Ad hoc committees shall be established only for a limited, clearly defined, time and at the end of the designated time shall automatically be abolished unless the time is extended by the Mayor with the consent of the Council.

c. Regional Committees
Pursuant to Article 2 Section 7 of the City Charter, the Mayor is the sole representative of the city on regional committees. The Mayor may appoint one or more Council Members to represent the Mayor on a regional committee either temporarily or for an extended time. Examples of regional committees include the Maricopa Association of Governments, Regional Public Transportation Authority and Westmarc.

C. Intent of this Policy

1. It is the intent of this document to modify and affirm the standing policy subcommittee, ad hoc committee and regional committee process, pursuant to City Charter and City Code.

2. It is the intent of this document to allow Mayor and Council Members through the subcommittee process to make inquiries, analyze information, and provide recommendations to the City Council. This process is intended to engage Council members and the public more thoroughly in city-related policy discussions in an informal public setting, encouraging greater citizen and Council input on policy creation at inception.

3. The option of rotating standing policy subcommittee membership on an annual basis is intended to provide Council members with broad knowledge of the city in order to enhance Council policymaking.

4. It is the intent of this document that discussion of issues with potential city policy implications be discussed at the subcommittee level. All issues will be referred with or without a recommendation to the Council as a whole in a study session, with the exception of Procurement matters which shall be addressed in accordance with this policy.

5. It is the intent of this document that the City Manager and Mayor, in the course of their duties, shall refer items they believe may impact city policy or require study, analysis or recommendation to a standing policy subcommittee(s).

6. It is NOT the intent of this document that the City Manager and Mayor refer items to a subcommittee(s) that they deem routine in nature or that do not impact city policy.

7. It is the intent of this document to acknowledge that from time to time issues which impact city policy may be of an emergency or time sensitive nature which require immediate Council review and will bypass the subcommittee procedure at the recommendation of the City Manager and Mayor. These occurrences, however, will be the exception and not the rule.

D. Subcommittee Titles and Descriptions

The list below is illustrative of the types of policy issues each subcommittee will discuss. The full Council will determine the specific charge of each subcommittee, and shall confirm or amend that charge on an annual basis.

1. **Policy and Appointments**
   Relating to Public Policy concerning:

Appointments to Boards and Commission, Ethics, Charter Officers, Council Policies, City Charter

2. **Community Culture and Public Safety**
   Relating to Public Policy concerning:
   Arts, Libraries, Education, Cultural Events & Promotions, Parks, Recreation and Veteran's Affairs, Police & Fire Services, Code Enforcement, Homeland Security, Terrorism, and Emergency Preparedness

3. **Sustainable Development and Public Services**
   Relating to Public Policy concerning:
   Not-for-Profit & Housing, Environment, Building Safety, Neighborhoods, Revitalization, Historic Preservation, Planning, Zoning, Economic Development and Business Retention, Transportation, Streets, Public Works, Utilities, Technology, Traffic and NTMP Program

4. **General Government**
   Relating to Public Policy concerning:
   Budget, Finance, Taxes, Any and All Rates, Any and All Fees, Intergov, Elections, General Government Activities, any topic not included in other Subcommittees

E. Definitions

1. **Policy:** Public policies are the particular goals and directions of a local government. Common examples include community growth, land use development, strategic planning, and capital improvement and financing. City Council policy decisions focus on the purpose, services, and programs necessary to achieve the council's goals and objectives. Policy provides a high-level overall plan to achieve adopted goals and objectives. A policy will often contain the 'what' and 'why'. Procurements referred to a subcommittee by the staff or a council member are deemed to be policy item.

   Administrative decisions provide for the effective, efficient and equitable implementation of the policies approved by Council. They align the local government's administrative systems with the values, mission, and policy goals defined by the community and elected officials. Administrative tasks include establishing practices and procedures to implement adopted policy as well as the oversight of daily operations. Implementation will often contain the 'what', 'how', 'where', and 'when'.

2. **Consent:** Majority vote of the Peoria City Council in a regular or special meeting.

3. **Regular Meetings:** Regular Meetings are held for the purpose of discussion or action of the Council on various issues deemed necessary to further the business of the City. Regular Meetings may include Consent Agenda items.

4. **Study Sessions:** Study Sessions are held for the purpose of presentations and discussions on such issues that require more in-depth consideration of the City Council. No formal action of the City Council may be taken at such meetings, other than general consensus or conveying direction to staff for further action.

ATTACHMENTS:

1. Council Subcommittee Flow Chart for Staff Submitted Items
2. Council Subcommittee Flow Chart for Council Submitted Items
3. Council Subcommittee Flow Chart for Boards and Commissions

APPROVED:

/S/
Bob Barrett, Mayor

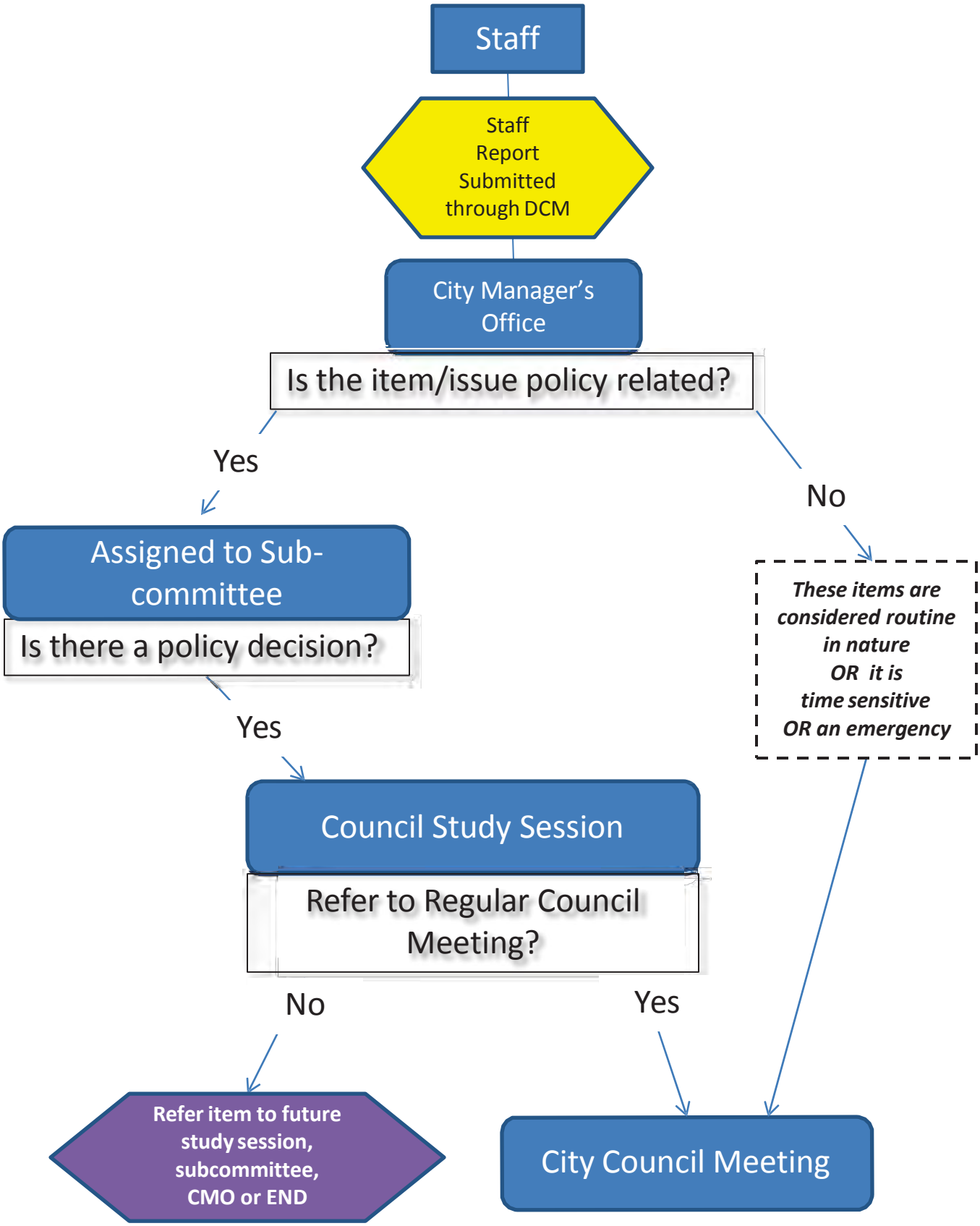
APPROVED AS TO FORM:

/S/
Stephen M. Kemp, City Attorney

Adopted: 9/20/11, CC #18R
Amended: 03/06/12, CC #11R

Council Subcommittee Flow Chart

For Staff Submitted items

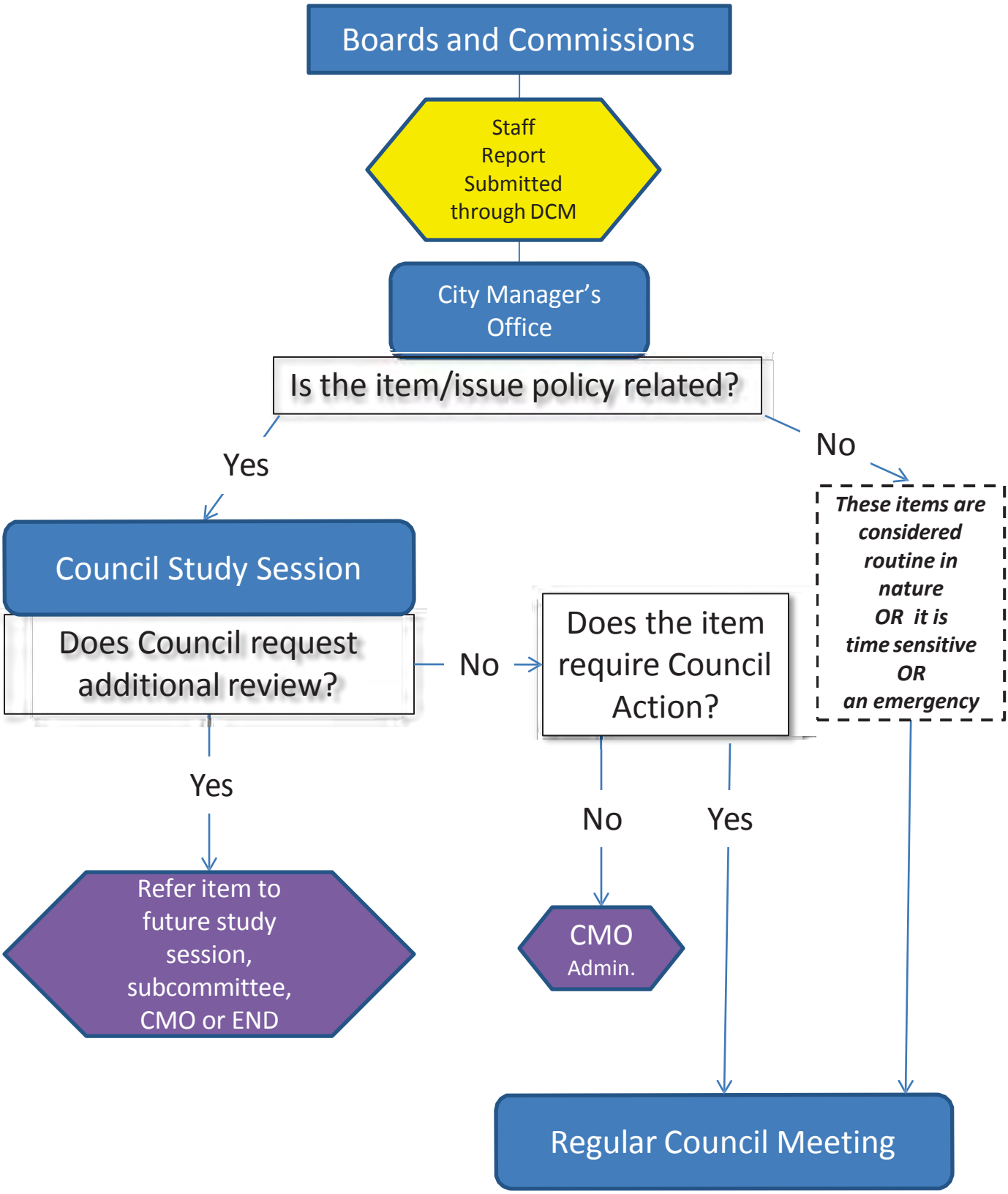


Council Subcommittee Flow Chart

For Council Submitted items

Council Subcommittee Flow Chart

For Boards and Commissions



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6

Date Prepared: October 8, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, CMC, City Clerk

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Board and Commission Appointments Presentation

Purpose:

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

Appointments

Name	Board/Commission
Mitchell Bolnick	Board of Adjustment
Jeff Berggren	Economic Development Advisory Board
David Pearson	
Jay Otlewski	Planning and Zoning Commission
Megan Bromley	Youth Advisory Board

Background/Summary:

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

Previous Actions:

On September 9, 2014, the Council Subcommittee on Policy and Appointments recommended appointments for various boards and commissions.

On September 10, 2014, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the September 9, 2014 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On October 7, 2014, City Council adopted Resolutions making the following new board/commission appointments:

Resolution No.	Member Name	Board/Commission	Member Status	Term Expiration
2014-131	Mitchell Bolnick	Board of Adjustment	Alternate	12/2015
2014-133	Jeff Berggren	Economic Development Advisory Board	Regular	6/2018
	David Pearson		Alternate	6/2016
2014-137	Jay Otlewski	Planning and Zoning Commission	Alternate	12/2015
2014-139	Megan Bromley	Youth Advisory Board	Alternate	6/2016

Options:

This is a presentation item only.

Staff's Recommendation:

That the Mayor and City Council present *Certificates of Appointment* to newly appointed board/ commission members who where appointed by Resolution at the October 7, 2014 City Council meeting.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

The newly appointed board/commission members have been invited to attend the October 21, 2014 City Council meeting to receive *Certificates of Appointment*.

Exhibit(s): There are no exhibits.

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C

Date Prepared: October 6, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Chris Jacques, Planning and Community Development Director**

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

SUBJECT: **Intergovernmental Agreement, HOME Program**

Purpose:
This is a request for City Council to approve an Intergovernmental Agreement with Maricopa County governing the City's annual HOME Program grant allocation as a member of the Maricopa County HOME Consortium and authorize Staff to execute all required documents.

Background/Summary:
The U.S. Department of Housing and Urban Development (HUD) allows units of local government that are geographically contiguous to form a consortium for the purpose of participating in the HOME Investment Partnership Program (HOME) and receiving annual allocations of funds to further affordable housing projects. As allowed, the Cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise and Tempe, the Town of Gilbert and the County of Maricopa collectively formed the Maricopa HOME Consortium (Consortium) with Maricopa County acting as the Lead Agency and HUD providing regulatory oversight.

The City already entered into an Intergovernmental Agreement with Maricopa County for the period of July 1, 2012 through June 30, 2015 for the purpose of continuing membership in the Consortium. HUD requires each member of the Consortium to execute an annual Intergovernmental Agreement with the Lead Agency in order to receive their formula allocation of Consortium grant funds.

The City's allocation of HOME funds for Fiscal Year 2015 is $171,333. After recommendation by the Council Not-For-Profit Review and Housing Subcommittee, the City Council approved the funds to be used as follows:

Agency	Description	Funding
Habitat for Humanity Central Arizona	Construction of affordable housing and homebuyer assistance	$160,625
City of Peoria	Administration	$10,708
	Total	$171,333

Approval of the Intergovernmental Agreement will allow the City to administer the HOME Program grant as envisioned through the budget process.

Previous Actions:

May 20, 2014	Allocation approved with the City Council final budget adoption
April 22, 2014	Allocation approved with the City Council tentative budget adoption
March 26, 2014	Allocation recommended to City Council during the Planning and Community Development Budget Hearing
March 6, 2014	Allocation recommendation determined by the Council Not-For-Profit Review and Housing Subcommittee

Options:

A: Approve the Intergovernmental Agreement for the use of HOME funds in the amount of $171,333 for Fiscal Year 2015 and authorize Staff to execute all necessary documents.

B: Deny approval of the Intergovernmental Agreement and forfeit the City's annual allocation of HOME funds for Fiscal Year 2015.

Staff's Recommendation:

Staff recommends City Council approve the Intergovernmental Agreement with Maricopa County in the amount of $171,333 governing the City's annual HOME Program grant allocation as a member of the Maricopa County HOME Consortium and authorize Staff to execute all required documents.

Fiscal Analysis:

Expenditure authority for this request was approved with the Fiscal Year 2015 budget and exists in Fund 7100 Division 7150.

Narrative:

If approved, Staff will work with Maricopa County to execute all required documents and implement the HOME Program.

Exhibit(s):

Exhibit 1: Intergovernmental Agreement

Contact Name and Number:

Carin Imig, Neighborhood Revitalization Manager, x7381

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF PEORIA

Contract Amount: $171,333
Contract Start Date: July 1, 2014
Contract Termination Date: Contract Term 24 months from the date fully executed
Contract Number: _____
Program Number: CM1406
CFDA Number: 14.239, HOME Investment Partnership Program
DUNS Number: 00-249-4128

COUNTY shall provide financial reimbursement in a contract amount up to One Hundred Seventy-One Thousand Three Hundred Thirty-Three dollars ($171,333) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between the City of Peoria, a member of the HOME Consortium (hereinafter referred to as the "City and/or "SUBRECIPIENT"), and Maricopa COUNTY, administered by its Human Services Department, (hereinafter referred to as the "Lead Agency" and/or "COUNTY"). The SUBRECIPIENT and COUNTY are collectively referred to herein as the "Parties" and individually as a "Party."

The SUBRECIPIENT, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the SUBRECIPIENT that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and SUBRECIPIENT certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for SUBRECIPIENT, method of payment, terms of reimbursement, conditions-prior to the release of funds.

SUBRECIPIENT
Representative: Carin Imig, Neighborhood and Revitalization Manager
Phone: 623-773-7381 E-mail: Carin.Imig@peoriaaz.gov
Address: 9875 N. 85th Avenue, Peoria, AZ 85345

Lead Agency
Representative: Amy Jacobson, Community Development Assistant Director
Phone: (602) 372-1528 E-mail: jacobsona@mail.maricopa.gov
Address: 234 N. Central Ave., Third Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, COUNTY, or the SUBRECIPIENT in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:	Approved By:
SUBRECIPIENT	MARICOPA COUNTY (LEAD AGENCY)
_____	_____
Authorized Signature	Chairman, Board of Supervisors
_____	_____
DATE	DATE
Attested to:	Attested to:
_____	_____
City/Town Clerk	Clerk, Board of Supervisors
_____	_____
DATE	DATE

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Attorney for the SUBRECIPIENT DATE	Attorney for the Board of Supervisor DATE

SECTION I

GENERAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. **Assistant Director** means the Director of a specific Division within the Human Services Department.
3. **Board of Supervisors** means the Maricopa County Board of Supervisors.
4. **Commitment** means an executed legally binding written agreement with a SUBRECIPIENT or a contractor to use specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
6. **Project Coordinator** means the liaison between the Department and the SUBRECIPIENT that is responsible for contract monitoring and technical assistance.
7. **COUNTY** means Maricopa County.
8. **Department** means the Maricopa County Human Services Department Community Development Division.
9. **Developer/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means a section of the Human Services Department Community Development Division.
12. **Fidelity Bond** means a bond to indemnify the SUBRECIPIENT against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
13. **Intergovernmental Agreement** means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.
14. **Juvenile** means any person under the age of eighteen (18).
15. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
16. **Performance Bond** means a bond executed to secure fulfillment of all of the SUBRECIPIENT's obligations under this Agreement.
17. **Program** means HOME SUBRECIPIENT receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) Work Statement include herein describe the SUBRECIPIENT programs to be administered.

18. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME SUBRECIPIENT and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
19. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
20. **Subcontract** means any contract entered into by a SUBRECIPIENT with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
21. **SUBRECIPIENT** means a public agency to administer all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
22. **Vendor** means an entity funded through the SUBRECIPIENT to provide services required by the Work Statement.
23. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The SUBRECIPIENT shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The SUBRECIPIENT is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the COUNTY.
4. SUBRECIPIENT shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in SUBRECIPIENT's organization or with which SUBRECIPIENT (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless SUBRECIPIENT has made full written disclosure of the proposed payments to the Department and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

SUBRECIPIENT hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the COUNTY within 30 days of receipt unless SUBRECIPIENT received a written waiver of this requirement by the COUNTY.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the COUNTY no later than six (6) months prior to contract expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. SUBRECIPIENT shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the SUBRECIPIENT, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the Department shall keep the SUBRECIPIENT fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

SUBRECIPIENT must receive prior written approval from the COUNTY to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Contract Amount may be documented by an Amendment signed by the Director and the SUBRECIPIENT's Representative. If the COUNTY agrees to the budget adjustments that increase the Contract Amount, the COUNTY shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted six (6) months prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The SUBRECIPIENT shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the COUNTY within 30 days of receipt. The SUBRECIPIENT must also return to the COUNTY any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Disputes must be in writing and filed with the Assistant Director within ten (10) working days from the date the SUBRECIPIENT knew or should have known of the basis of the dispute. The Assistant Director, as applicable, shall respond in writing to the SUBRECIPIENT within fourteen (14) working days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) working days from the date the SUBRECIPIENT receives the decision, SUBRECIPIENT files a written notice of appeal with the Director of the Department or the Director of Materials Management Department of Maricopa COUNTY, who shall provide the SUBRECIPIENT with a written response within fourteen (14) working days following receipt of the SUBRECIPIENT's notice of appeal. The decision of the Director shall be final.
3. Pending a final decision of the Director or the Director of the Materials Management Department, the SUBRECIPIENT shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the COUNTY if the SUBRECIPIENT defaults by failing to perform any objective or breaches any obligation under this Agreement, or

any event occurs that jeopardizes the SUBRECIPIENT's ability to perform any of its obligations under this Agreement. The COUNTY reserves the right to have service provided by persons other than the SUBRECIPIENT if the SUBRECIPIENT is unable or fails to provide required services with the specified time frame.

3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
   a. Nonperformance of any obligations required by this Agreement.
   b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
   c. Unauthorized expenditure of funds.
   d. Violation of the applicable affordability period.
   e. Improper disposition of resale or recapture proceeds.
   f. Improper disposition of program income.
   g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars.
   h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, SUBRECIPIENT shall, without intent to limit or with restrictions, be subject to the following:
   a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
   b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
   c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the SUBRECIPIENT at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
   d. Wavier of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

K. TERMINATION

1. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.
2. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
3. The COUNTY has the right to terminate this Agreement upon twenty-four (24) hour notice when the COUNTY deems the health or welfare of the service recipients are endangered or SUBRECIPIENT's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
4. In accordance with 24 CFR § 85.43, the COUNTY may suspend or terminate this Agreement if SUBRECIPIENT violates any term or condition of this Agreement or if SUBRECIPIENT fails to maintain a good faith effort to carry out the purpose of this Agreement.

5. COUNTY or SUBRECIPIENT may terminate this Agreement for convenience in accordance with 24 CFR § 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

The Department's acceptance of SUBRECIPIENT's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

N. NON-LIABILITY

The COUNTY, its officers, representatives, agents and employees shall not be liable for any act or omission by the SUBRECIPIENT or Vendor or any officer, representative, agent or employee of SUBRECIPIENT or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the SUBRECIPIENT, Vendor or any officer, representative, agent and employee of SUBRECIPIENT or Vendor, in connection with this Agreement.

O. RECIPROCAL INDEMNIFICATION

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

P. TECHNICAL ASSISTANCE

The Department will provide reasonable technical assistance to the SUBRECIPIENT to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the SUBRECIPIENT of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. SINGLE AUDIT ACT REQUIREMENTS

SUBRECIPIENTs in receipt of federal funds through the Department are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). SUBRECIPIENTs shall comply with OMB Circular A-87, A-133, and A-122, as applicable, and 24 CFR Parts 44, 84, 85,92 and 570 as applicable. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. SUBRECIPIENTs shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in OMB Circular A-133 for SUBRECIPIENTs not in compliance with the audit requirements.

R. AUDIT DISALLOWANCES

1. The SUBRECIPIENT shall, upon written notice thereof, reimburse the COUNTY for any payments made under this Agreement that are disallowed by a federal, State or COUNTY audit in

the amount of the disallowance, as well as court costs and attorney's fees the COUNTY spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If the COUNTY determines that a cost for which payment has been made is a disallowed cost, the Department will notify the SUBRECIPIENT in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the SUBRECIPIENT by the amount of the disallowance or to require immediate repayment of the disallowed amount by the SUBRECIPIENT issuing a check payable to the COUNTY.

S. STAFF AND VOLUNTEER TRAINING

The Department may make available to the SUBRECIPIENT the opportunity to participate in any applicable training activities conducted by the Department.

T. CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the SUBRECIPIENT agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the SUBRECIPIENT shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the COUNTY or the SUBRECIPIENT under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The SUBRECIPIENT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the COUNTY may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. SUBRECIPIENT and its

agents shall safeguard the confidentiality of this information, just as SUBRECIPIENT would safeguard its own confidential information. SUBRECIPIENT shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the COUNTY reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. CONTRACT COMPLIANCE MONITORING

The Department will monitor the SUBRECIPIENT's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Department and/or its grantor agencies at any time during the SUBRECIPIENT's normal business hours, announced or unannounced. During an on-site visit, the SUBRECIPIENT shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Department for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The SUBRECIPIENT shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the COUNTY, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the SUBRECIPIENT to notify the Department of such award shall be considered a violation of this Agreement and the COUNTY may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the SUBRECIPIENT shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the SUBRECIPIENT of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the SUBRECIPIENT disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The SUBRECIPIENT warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*).

FF. RECOGNITION OF DEPARTMENT SUPPORT

The SUBRECIPIENT shall give recognition to the Department, the COUNTY and the funding source for its support when the SUBRECIPIENT publishes materials or releases public information that is paid for in whole or in part with funds received by the SUBRECIPIENT under this Agreement.

GG. INSURANCE

SUBRECIPIENT, at SUBRECIPIENT's own expense shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

SUBRECIPIENT shall have in effect at all times during the term of this Agreement insurance that is adequate to protect the COUNTY, its officers and employees, participants, and equipment funded under this Agreement against the losses set forth below. SUBRECIPIENT shall name the COUNTY as an additional insured party. SUBRECIPIENT shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a certificate of insurance or a certified copy of the insurance policy or other documentation that is required by the Contract Administrator.

SUBRECIPIENT's insurance shall be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the COUNTY's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to COUNTY under such policies. SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and COUNTY, at its option, may require SUBRECIPIENT to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. COUNTY shall not be obligated to review policies and/or endorsements or to advise SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve SUBRECIPIENT from, or be deemed a waiver of COUNTY's right to insist on strict fulfillment of SUBRECIPIENT's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of SUBRECIPIENT's work or service.

1. Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability:
Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the SUBRECIPIENT's owned, hired, and non-owned vehicles assigned to or used in performance of the SUBRECIPIENT's work or services under this Contract.

3. Workers' Compensation:
Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of SUBRECIPIENT's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

SUBRECIPIENT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by SUBRECIPIENT pursuant to this Contract.

4. Certificates of Insurance
Prior to commencing work or services under this Contract, SUBRECIPIENT shall have insurance in effect as required by the Contract in the form provided by the COUNTY, issued by SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the COUNTY upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of SUBRECIPIENT's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY fifteen (15) days prior to the expiration date.

5. Cancellation and Expiration Notice.
Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the COUNTY.

6. If the SUBRECIPIENT provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of $2,000,000 each

occurrence and provide the Department with proof of coverage except for governmental entities that are self-insured.

HH. BONDING

1. The SUBRECIPIENT shall not receive any initial reimbursements under this Agreement in an amount greater than the SUBRECIPIENT's bonding limit. SUBRECIPIENT shall provide the Contract Administrator with documentation of required bonding.
2. SUBRECIPIENT shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The SUBRECIPIENT shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the SUBRECIPIENT's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the SUBRECIPIENT's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

The SUBRECIPIENT, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The SUBRECIPIENT shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. FINANCIAL MANAGEMENT

The SUBRECIPIENT shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the SUBRECIPIENT. All interest earned on the account shall be disposed of in a manner specified by the COUNTY in accordance with applicable State and federal regulations. The SUBRECIPIENT shall provide a signed bank account agreement authorizing the COUNTY to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

MM. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the SUBRECIPIENT that are related to this Agreement.
2. The SUBRECIPIENT shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the Department, federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all of the records.

NN. ADEQUACY OF RECORDS

If the SUBRECIPIENT's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the SUBRECIPIENT shall reimburse the COUNTY for the services not supported and documented.

OO. COMPETITIVE BID REQUIREMENTS

1. Equipment

   If this Agreement is with other than a Public Agency, the SUBRECIPIENT shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

   a. Procurements in excess of $300, but less than $1,000, require oral price quotations from two or more vendors. The SUBRECIPIENT shall keep and maintain a record of the vendors' verbal quotations. The SUBRECIPIENT's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. The SUBRECIPIENT shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
2. Supplies

   If this Agreement is with other than a Public Agency, the SUBRECIPIENT shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than $300, unless the SUBRECIPIENT obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.
3. Minority, Women and Small Business Enterprises

   The SUBRECIPIENT shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. Bidding Procedures

   If the SUBRECIPIENT is a Public Agency, the SUBRECIPIENT's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

PP. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the COUNTY upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the SUBRECIPIENT within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE

SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"). SUBRECIPIENT shall comply with the IRCA in performing under this Agreement and shall grant the COUNTY access to inspect its personnel records to verify such compliance.

RR. DRUG FREE WORKPLACE ACT

The SUBRECIPIENT agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that the SUBRECIPIENTs and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. This certification is a precondition to receiving a grant or entering into this Agreement.

SS. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The SUBRECIPIENT is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

TT. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the COUNTY may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the COUNTY 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. The COUNTY may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this COUNTY from any other Party to this Agreement arising as the result of this Agreement.

UU. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the SUBRECIPIENT is to be considered a COUNTY employee, and that no rights of COUNTY civil service, COUNTY retirement, or COUNTY personnel rules shall accrue to such individual. The SUBRECIPIENT shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the COUNTY harmless with respect thereto.

VV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the SUBRECIPIENT to the terms, representations and/or warrants of this Certification. The SUBRECIPIENT, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
5. shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The SUBRECIPIENT shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other SUBRECIPIENTs; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the SUBRECIPIENT not be able to provide this Certification, an explanation as to why shall be immediately provided to the Maricopa County Human Services Department, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

WW. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

By entering into this Agreement, the SUBRECIPIENT represents and warrants compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. The SUBRECIPIENT shall obtain statements from its Vendors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The SUBRECIPIENT and its Vendors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. That SUBRECIPIENT and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
2. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the COUNTY may immediately terminate this Agreement without liability;
3. That the COUNTY and any contracting government entity retains the legal right to inspect the papers and employment records of any SUBRECIPIENT or Vendors employee who works on this Agreement to ensure that the SUBRECIPIENT or Vendors is complying with the warranty provided under subsection 1 above and that the SUBRECIPIENT agrees to make all papers and

employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS

1. The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
2. SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by SUBRECIPIENT and copies provided to COUNTY upon request; and
3. SUBRECIPIENT shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
   (i) deliver in-kind services at the community level, including through public or private nonprofit agencies;
   (ii) do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
   (iii) are necessary for the protection of life or safety.

SECTION II

SPECIAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. DEFINITIONS

As used throughout this Section as a supplement to Definitions in Section I, the following terms shall have the following meanings:

1. **HUD** means U.S. Department of Housing and Urban Development
2. **CDBG** means Community Development Block Grant Program
3. **HOME** means HOME Investment Partnership Program
4. **COUNTY** means Maricopa County Human Services Department
5. **CD** means Community Development Division
6. **Admin Standard Operating Procedures Manual** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Agreement
8. **Five Year Consolidated Plan** means HUD required Consolidated Plan submitted by the COUNTY as the lead agency
9. **Annual Action Plan** means the annual plan submitted by the COUNTY as the lead agency to HUD that describes jurisdiction's program goals
10. **BOS** means Maricopa County Board of Supervisors
11. **Beneficiary** means a person or household who meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in and institution of higher education as described in 24 CFR 5.612

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Project Coordinator whenever the SUBRECIPIENT is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The SUBRECIPIENT acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the SUBRECIPIENT to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The SUBRECIPIENT shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

E. GENERAL PROVISIONS, SECTION I, SUPERSEDED IN SPECIAL PROVISIONS, SECTION II

"LL Financial Management" is superseded in Special Provisions
"RR Governor's Executive Order No. 88-26" is deleted

F. AUDIT REQUIREMENTS

The SUBRECIPIENT shall, at its own expense, file with the Human Services Department, Community Development Division by March 30th, either audited financial statements prepared in accordance with federal single audit requirements; or,

Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. PROGRAMS: In accordance with HOME Program regulations, the SUBRECIPIENT agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the COUNTY to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The SUBRECIPIENT shall be responsible to provide various reports of all activities related to the Scope of Work. The SUBRECIPIENT agrees to submit to the COUNTY Reports:
   a. Quarterly Program Income Report and supporting documentation due on the 15th of July, October, January and April.
   b. Quarterly Progress Reports due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June) and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until all reports are brought current. Quarterly reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the SUBRECIPIENT must provide the COUNTY information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the COUNTY with early notice of any units at risk of going unrented as described in §92.252.
   c. Monthly Request for Payment Reimbursement on the COUNTY required form and must include all supporting documentation and have a Match Log and supporting documentation;
   d. HOME Setup within fifteen (15) days of a fully executed written agreement and HOME Completion Report Within sixty (60) days of final payment request submit HOME Completion Report all of required documents as described in section 15 of this Agreement to Project Coordinator.
   e. MBE/WBE information; and
   f. Other HUD-required reporting data as applicable shall be submitted.
2. PROGRAM INCOME: Means all gross income received by the HOME SUBRECIPIENT directly generated from the use of funds provided by this Agreement or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME fund used. Program income may be retained and used by the SUBRECIPIENT under the following conditions: submit to the COUNTY documentation supporting the amount of program income received and expended. Quarterly program income reports are due to the COUNTY by the 15th day following the end of the quarter. At the end of each fiscal year, June 30th a yearly program income log must be submitted to the COUNTY that states program income received and expended. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed , with HOME funds or match contributions, less cost incidental to generation of the income; [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

3. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS: Upon expiration of this Agreement, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.
4. DEOBLIGATION: The COUNTY may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:
   a. The SUBRECIPIENT completes performance under the Scope of Work without using all funds provided by the COUNTY under this Agreement;
   b. This Agreement expires all funds are expended;
   c. The COUNTY original allocation was a loan and the SUBRECIPIENT paid the loan;
   d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
   e. This Agreement has otherwise been terminated. The COUNTY may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the SUBRECIPIENT.
5. REDUCTION IN FUNDS: The COUNTY may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The COUNTY determines that the SUBRECIPIENT failed to use the funds provided by the COUNTY under this Agreement in compliance with the terms and conditions outlined herein; or 2) the SUBRECIPIENT fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The COUNTY may reduce funds under this Agreement under the foregoing circumstance upon written notice to the SUBRECIPIENT.
6. REPAYMENT OF FUNDS: SUBRECIPIENT agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The COUNTY may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the COUNTY.
7. FUNDS REMAINING AT EXPIRATION: Upon expiration of the Agreement, the SUBRECIPIENT shall transfer to the COUNTY any unexpended funds to the SUBRECIPIENT by the COUNTY under this Agreement.
8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.

i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.

iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).

b. DOCUMENTATION AND RECORD KEEPING:

i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records demonstrating that the SUBRECIPIENT is and remains a qualified SUBRECIPIENT;
2. Records providing a full description of each projects undertaken and its impact;
3. Records required determining the eligibility of activities;
4. Records which demonstrate compliance with environmental review requirements;
5. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
6. Records which demonstrate citizen participation;
7. Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
8. Records demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
9. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
10. Financial records as required by OMB Circular A-110;
11. Other records necessary to document compliance with HOME requirements;
12. Records documenting compliance with Section 3 of the Housing Development Act of 1968;
13. Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
14. Records supporting that the SUBRECIPIENT has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
15. All Applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

ii. Outcome Measures – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

iii. Disclosure – The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.

iv. Activity Reports – Such reports as required by the COUNTY including, but not limited to HOME Setup/Completion Report, Quarterly Progress Reports, Quarterly Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Administrative Manual on CD at the completion of each Program which is described under the Scope of Work.

v. Audits and Inspections – All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the SUBRECIPIENT within 45 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual on CD concerning SUBRECIPIENT audits. The Annual Audit requirement is applicable to all levels of funding received by SUBRECIPIENTS via this Agreement, even if the level of funding is less than the current thresholds cited in OMB Circular A-133.

vi. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of SUBRECIPIENT to administer, implement and perform as determined by federal regulations and COUNTY shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

vii. Policy/Administrative Manuals Use - SUBRECIPIENT agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual on CD. Noncompliance with the Administrative Manual on CD shall constitute a breach of contract.

9. ENVIRONMENTAL REVIEW CONDITIONS: Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the COUNTY prior to receiving a written release of HOME funds to the SUBRECIPIENT. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the COUNTY provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.

b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.

   i. Clean Air Act, 42 USC § 7401, *et seq*., as amended.

   ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

   iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

   iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.

c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.

d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

e. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

10. THE SUBRECIPIENT CERTIFIES:

a. That it is a municipality that meets the applicable requirements of the HOME Program.

b. That it possesses legal authority to execute this Agreement.

c. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute this Agreement and to comply with the terms of this Agreement.

d. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:

i. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments "OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations": and with 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:

a. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:

i. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Come, p. 652 and 3 CFR 1980 Come. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1694, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);

ii. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;

iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;

iv. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;

v. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Come, p. 339);

vi. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and

vii. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.

b. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

c. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.

d. COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would

apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the Request for Release of Funds. The SUBRECIPIENT agrees not to commit or incur any expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The SUBRECIPIENT agrees to provide all necessary assistance to the COUNTY in completing this environmental review process.

e. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.

f. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).

g. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.

h. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.

i. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.

j. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

k. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges

   i. That the SUBRECIPIENT and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);

   ii. That a breach of a warranty under subsection a above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contact;

   iii. That the COUNTY retains the legal right to inspect the employment papers of any SUBRECIPIENT or vendors employee who works on the Agreement to ensure that the SUBRECIPIENT or vendor is complying with the warranty provided under subsection a above and that the SUBRECIPIENT agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

   iv. That nothing herein shall make any SUBRECIPIENT, or vendor an agent or employee of the COUNTY;

      l. That the Administrative Manual on CD shall be made accessible to all applicable SUBRECIPIENT staff.

12. <u>REGARDING SUBCONTRACTS AND VENDORS</u>:

a. <u>Approvals</u> – Unless expressly authorized in the written Agreement by the SUBRECIPIENT exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the COUNTY prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR

58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the SUBRECIPIENT shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the COUNTY prior to the execution of such Agreement

b. Selection Process – The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation, if requested concerning the selection process.

c. Section 3 of the Housing and Urban Development Act of 1968 – The SUBRECIPIENT shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The SUBRECIPIENT has the responsibility of determining Section 3 eligibility.

d. Monitoring – The SUBRECIPIENT shall monitor/review all subcontracted services on an annual basis to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

13. THE COUNTY CERTIFIES:

a. That the public purpose is served by the financial participation of the COUNTY in the Statement of Work.

b. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

14. PROGRAM COMPLETION Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the COUNTY for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The SUBRECIPIENT shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The SUBRECIPIENT obligation shall not end until all close-out requirements are completed. The COUNTY will notify the SUBRECIPIENT in writing that a Completion Report is due to the COUNTY within sixty (60) days of one of the following occurrences:

a. Funds have been expended for the activity;

b. The Scope of Work has been completed;

c. The contract period set forth in this Agreement has expired; or

d. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the COUNTY will notify the SUBRECIPIENT in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

15. FAILURE TO MAKE PROGRESS Failure of the SUBRECIPIENT to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. SUBRECIPIENT agrees to meet with the COUNTY at the site in which the funded activity is taking place to discuss progress and allow the COUNTY to provide technical assistance if:
    a. The SUBRECIPIENT fails to complete its Environmental Review pursuant to section 5 within one hundred and eighty(180) calendar days from the date the COUNTY executes this Agreement;
    b. The SUBRECIPIENT fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within eighteen (18) months from the execution date the COUNTY executes this Agreement.
        i. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii).
    c. The SUBRECIPIENT fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the COUNTY executes this Agreement.
16. The COUNTY will terminate any Agreement and recapture funds from the same Agreement in which the SUBRECIPIENT does not timely perform the activities described in paragraph 16 above or in the milestones in the Statement of Work of this Agreement. The COUNTY in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
17. In the event that a project is not completed within four years from the date that the COUNTY executes this agreement, the SUBRICIPIENT must repay the HOME funds. The COUNTY may at its option ask HUD for a 12-month extension provided that the SUBRECIPIENT provides the status of the project, identifies the steps taken to overcome any obstacles to completion provide proof of adequate funding to complete the project and provides a schedule with milestone for completion of the project. If HUD does not provide an extension or the COUNTY determines that the SUBRICIPIENT has not provided an adequate basis for a continuance, the SUBRECIPIENT must return funds to the COUNTY.
18. GENERAL CONDITIONS:
    a. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the COUNTY from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to SUBRECIPIENT by COUNTY under this Agreement is contingent upon the actual receipt of funds from HUD.
    b. Both parties acknowledge that no member of the governing body, nor any employee of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
    c. The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Standard Operating Procedures Administrative Manual. Such amendments shall not invalidate this Agreement nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
    d. Changes – The COUNTY may, at any time, by written Amendment executed by the Director or designee, make changes within the general scope of this Agreement in any one or more of the following areas:
        i. Scope of Work activities:

a. Which do not increase or decrease the amount of total contract funding;
b. Modify the project timeline as long as the last day of the project timeline is within the end date of the contract; or
c. Modify terms consistent with any change to scope of work required by Federal, State, or COUNTY regulations ordinances or policies..

ii. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the SUBRECIPIENT to ensure the latest documents are consulted and followed.

e. The County may increase or decrease funding resulting from a reallocation pursuant to a majority vote of the Consortium members with the agreement of both parties; provided the change in funding is approved by the Board of Supervisors.

f. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

g. SUBRECIPIENT agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Standard Operating Procedures Administrative Manual and all provisions in the most recent Administrative Manual. Non-compliance with the HOME Consortium Standard Operating Procedures Administrative Manual shall constitute a breach of contract.

h. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the COUNTY, in writing, and any necessary changes shall be accomplished by appropriate written modification.

i. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.

j. Acknowledge the contribution of the COUNTY HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.

k. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

19. <u>REVERSION OF ASSETS</u>: Upon expiration of this Agreement, the SUBRECIPIENT shall transfer all remaining unspent funds or the value of other assets as defined by the terms of affordability relating to the HOME Program to the COUNTY. A written letter of intent to terminate must be submitted to the COUNTY a minimum of 30 days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the SUBRECIPIENT certifies that:

(A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:

1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
2. Complete a timely environmental review;
3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
4. The SUBRECIPIENT will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

(B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.

(C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.

(D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;

(E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;

(F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;

(G) The SUBRECIPIENT will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement; and
   ii. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the COUNTY in writing, within ten calendar days after receiving notice under paragraph 4 ii. from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, SUBRECIPIENTs, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

_____	_____
Signature (SUBRECIPIENT Representative)	Date
_____	_____
Printed/Typed Name	Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all SUBRECIPIENTs shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Signature/Authorized City Official Date

_____ _____

Printed/Typed Name Title

_____

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings), or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

   Place of Performance: City of Peoria

   Check ___ if there are workplaces on file that are not identified here.

   The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   i. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   ii. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

   iv. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent SUBRECIPIENTs not on the grantee's payroll; or employees of SUBRECIPIENTs or vendors in covered workplaces).

SECTION III

WORK STATEMENT

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015

Date: 7/1/2014 DUNS # 002494128

Agency: City of Peoria

Program Year: FY 2014-2015

Project: Acquisition of Land and Construction of New Housing for owner occupants

Type of Property: Single-Family Detached

Describe the Scope of Work:

To construct 2 new affordable homes on the vacant lots located at 11619 N. 80th Ave and 11629 N. 80th Ave. in Peoria, Arizona. The homes will be sound, safe, LEED for Homes Silver certifiable designs in frame/stucco construction with an attached two car garage, block wall, desert landscaping and drip system. The homes will complement the styles and designs of the homes within the neighborhood. The homes will be sold to low-to-moderate income families in need of affordable housing. The HOME funds will be used towards infrastructure and construction costs.

Consolidated Plan – Describe goals to be addressed:

Production of New Homebuyer Units

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

N/A

Priority rated in the Consolidated Plan:

☑ **High** ☐ **Medium** ☐ **Low**

A. OBJECTIVES AND OUTCOMES

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single Family Housing Rehab and Emerg. Rehab, Homebuyer Assistance	☐ Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☑ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME Program Funding, City Staff Administration, Client Volunteer Sweat Equity Hours	Construction of 2 owner-occupied, single-family homes for low and moderate income homeowners	2 low/moderate income households (approximately 8 persons)	Increase the supply of affordable single-family, owner-occupied homes	Provide decent housing

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ **Yes** ☑ **No** ☐ N/A

This site is currently under control in the form of (check all that apply):

☑ **Deed** ☐ **Purchase Option** ☐ **Lease** ☐ **Purchase Contract**

☐ **Agreement to Lease/Lease Option**

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ **Yes** ☑ **No** ☐ N/A If yes explain:

Will this property contain temporary relocation? ☐ **Yes** ☑ **No** If yes explain:

Will the property require lead based paint abatement? ☐ **Yes** ☑ **No** If yes explain:

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of County Assisted Units in program (if rental)
Households at or below **50%**			
Households at or below **60%**		2	
Households at or below **80%**			
TOTAL		**2**	

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations:	

E. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

MILESTONES	START DATE	COMPLETION DATE
Contract Awarded	November 2014	December 2014
I/S Design, Approval, Permits & Installation	December 2014	March 2015
House Design, Approval, Permits & Construction	March 2015	December 2015
Sold to Homebuyer	December 2015	March 2016
Project Completion		June 30, 2016

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.).

A 24-month lien with Habitat for Humanity, listed as the Trustor has been placed on the two parcels to secure the project for the timeframe indicated above – completion by June 30, 2016.

Once the units are sold to eligible homebuyers, a new lien/deed will be recorded with the homebuyer as the Trustor for the appropriate years of affordability per HUD regulations. Primary residence will be checked annually to ensure compliance.

Developer is required to schedule inspections for each permit issued with the City of Peoria's Building Department to ensure compliance of local and state building codes.

Quarterly updates from HFHCAZ will outline their progress to date.

G. ACTIVITY BUDGET SUMMARY:

ACQUISITION	TOTAL COST	HOME FUNDS FY 14/15	Source #2 Foundation and Corporate Support	Source #3 Volunteer/In-Kind Contributions	MATCH
Land					
Buildings					
Closing Costs					
Legal Fees					
TOTAL					
SITE & DEMOLITION					
Site Work					
Demolition					
TOTAL					
NEW CONSTRUCTION or REHAB					
Construction Costs-Materials	210,400	127,625	82,775		31,906.25
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other-Infrastructure	23,000	23,000			5,750
TOTAL	**$233,400**	**$150,625**	**$82,775**		**$37,656.25**

ARCHITECTURAL FEES					
Design					
Supervision					
Other					
TOTAL					
CONSTRUCTION INTEREST & FEES & LEGAL FEES					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
ADMINISTRATION COSTS					
Program Delivery-Personnel Costs **Volunteer Labor**	$66,208	10,708	7,500	48,000	
TOTAL	**$66,208**	**$10,708**	**$7,500**	**$48,000**	
OTHER					
TOTAL PROJECT COSTS	**$299,608**	**$161,333**	**$90,275**	**$48,000**	**$37,656.25**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:
(Attach documentation)

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Peoria-FY14-15 HOME funds	**161,333**	
Habitat for Humanity	**90,275**	
Habitat for Humanity		**48,000**
TOTALS	**$251,608**	**$48,000**

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.
(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/IN-KIND AMOUNT	TOTAL
Habitat for Humanity (FY14-15 HOME funds)	**CASH**	**37,656.25**		**37,656.25**
TOTALS		**$37,656.25**		**$37,656.25**

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:

PROGRAM INCOME: ☐ Will ☑ Will not be generated with this activity
Submit Program Income log monthly

Program Income will be used for:

N/A

K. COST OVERRUNS

Cost overruns will be handled by:
Subrecipient / Developer (Habitat for Humanity Central Arizona) will use its General Funds or funds from the "Fund for Humanity Mortgage Pool" to handle any cost overruns.

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015

Date: 7/1/2014 DUNS # 002494128

Agency: City of Peoria

Program Year: FY 2014-2015

Project: Homebuyer Assistance

Type of Property: Single Family Units

Describe the Scope of Work:

To provide homebuyer assistance for two low/moderate income families.

Consolidated Plan – Describe goals to be addressed:

Increase the supply of affordable owner-occupied housing by providing DPA to low and moderate income families.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

Identify homebuyers, sweat equity hours, homeowner counseling, complete construction.

Priority rated in the Consolidated Plan:

☑ **High** ☐ **Medium** ☐ **Low**

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☑ Single Family Housing Rehab and Emerg. Rehab, Homebuyer Assistance	☐ Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME Program Funding, City Staff Administration, Client Volunteer Sweat Equity Hours	Construction of 2 owner-occupied, single-family homes for low and moderate income homeowners	2 low/moderate income households (approximately 8 persons)	Increase the supply of affordable single-family, owner-occupied homes	Local Strategic objective: Affordability

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ **Yes** ☐ **No** ☑ N/A

This site is currently under control in the form of (check all that apply):

☑ **Deed** ☐ **Purchase Option** ☐ **Lease** ☐ **Purchase Contract**

☐ **Agreement to Lease/Lease Option**

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ **Yes** ☑ **No** ☐ N/A If yes explain:

Will this property contain temporary relocation? ☐ **Yes** ☑ **No** If yes explain:

Will the property require lead based paint abatement? ☐ **Yes** ☑ **No** If yes explain:

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of County Assisted Units in program (if rental)
Households at or below **50%**			
Households at or below **60%**		2	
Households at or below **80%**			
TOTAL		**2**	

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations:	

E. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

MILESTONES	START DATE	COMPLETION DATE
Families identified and meet the eligibility requirements. Home visit and Family Services Committee review and approval	December 2014	February 2015
Sweat Equity hours, lot selection, homeowner counseling classes	March 2015	December 2015
Close of escrow and move-in	December 2015	March 2016
Project Completion		June 30, 2016

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.).

Once sold to an eligible homebuyer, a lien of $5,000 will be placed on the property and a deed will be recorded with the Maricopa County Recorders Office. The homebuyer will have a 5-year affordability period per HUD regulations. Primary residence will be checked annually to ensure compliance.

G. ACTIVITY BUDGET SUMMARY:

SECTION IV COMPENSATION

ACQUISITION	**TOTAL COST**	**HOME FUNDS FY 14/15**	**Source #2 Foundation and Corporate Support**	**Source #3 Volunteer/In-Kind Contributions**	**MATCH**
Land					
Buildings					
Closing Costs					
Legal Fees					
TOTAL					
SITE & DEMOLITION					
Site Work					
Demolition					
TOTAL					
NEW CONSTRUCTION or REHAB					
Construction Costs-Materials					
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other-Infrastructure					
TOTAL					
ARCHITECTURAL FEES					
Design					
Supervision					
Other					
TOTAL					
CONSTRUCTION INTEREST & FEES & LEGAL FEES					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
ADMINISTRATION COSTS					
Program Delivery-Personnel Costs					

Volunteer Labor					
TOTAL					
OTHER					
Homebuyer Assistance	10,000	10,000			
Closing Costs/Counseling	4,300		4,300		
TOTAL PROJECT COSTS	**$14,300**	**$10,000**	**$4,300**		

H. SOURCE AND AMOUNT OF OTHER RESOURCES:
(Attach documentation)

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Peoria-FY14-15 HOME funds	**10,000**	
Habitat for Humanity	**4,300**	
TOTALS	**$14,300**	**$**

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.
(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/IN-KIND AMOUNT	TOTAL
Habitat for Humanity	**CASH**	**$2,500**		**$2,500**
TOTALS		**$2,500**		**$2,500**

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:

PROGRAM INCOME: ☐ Will ☑ Will not be generated with this activity
Submit Program Income log monthly

Program Income will be used for:
N/A

Cost overruns will be handled by:
There will be no cost overruns, as there are only two units available and therefore only two possible families to receive homebuyer assistance.

SECTION IV

COMPENSATION

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, COUNTY will pay the SUBRECIPIENT compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to COUNTY. SUBRECIPIENT may request funds only after the SUBRECIPIENT has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the request for payment incorporated in this Agreement.

COUNTY agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by SUBRECIPIENT of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by COUNTY is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

SUBRECIPIENT must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise reasonably required to per the COUNTY to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. REIMBURSEMENT

The COUNTY shall provide financial assistance in an amount up to One Hundred Seventy-One Thousand Three Hundred Thirty-Three dollars ($171,333) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

D. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

REIMBURSEMENT REQUEST FORM-SAMPLE

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM

Invoice Date:
CONSORTIUM MEMBER:
CM Address:
City/Zip:

FOR MCHSD USE ONLY			
M ALLOCATION 13/14			
PRIOR YEAR FUNDS			
ENCUMBRANCE	$ -	EXPENDED	0
BALANCE	$ -	BALANCE	$ -

FISCAL YEAR GOAL:
ACCOMPLISMENTS:

FY

ENCUMBRANCE DEADLINE *EXPENDITURE DEADLINE*

PROJECT **PROJECT BUDGET**

IDIS #	ACTIVITY	ACTIVITY BUDGET	SUM OF PRIOR INVOICES	THIS INVOICE TO MCHSD	BALANCE	MATCH APPLIED	OTHER HOME FY FUNDING	PROGRAM INCOME	OTHER FUNDING
Acq/Rehab of single family homes									
					$ -	$ -			
					$ -				
	SUB TOTAL	$ -	$ -	$ -	$ -				
Admin									
					$ -				
	SUB TOTAL	$ -	$ -	$ -	$ -				
	TOTALS	**$ -**	**$ -**	**$ -**	**$ -**	$ -	$ -		$ -

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C

Date Prepared: October 1, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Expenditure Authority, Sports Complex Surcharge Funds, Sports Complex Improvements

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Purpose:

This is a request for City Council to a) authorize expenditures from the Sports Complex General Admission Surcharge Fund and Sports Complex Improvement Reserves Fund for the improvement of complex facilities and b) authorize a budget transfer in the amount of $265,000.

Background/Summary:

Improvements to the Peoria Sports Complex, as outlined in a renewed lease agreement with the Seattle Mariners and the San Diego Padres, are currently ongoing. These improvements are funded through the capital budget and will upgrade the stadium, bringing a contemporary event experience to Spring Training fans and year-round visitors alike. Certain elements of the stadium improvement project were not able to be covered by the approved capital funds; however, these are integral elements of the overall project design and function of the facilities.

To facilitate the completion of these projects, both the Seattle Mariners and San Diego Padres have agreed to the use of the Sports Complex Improvement Reserves Fund ($160,000) that will be received during the upcoming Spring Training season. In addition, the remaining balance of the Sports Complex General Admission Surcharge Fund ($105,000) will be applied to the project costs. These funds are received from Spring Training Revenues.

This funding will be allocated to projects including: Stadium Field Elevation and Drainage Issues, Stadium HVAC Units, Customer Service Kiosk Construction, Outfield Pavilion and Shade Structures; Stadium/Concourse FF&E, Stadium Field Wall Padding, Stadium Directional Signage, Stadium Sound System Repair, Stadium Seating, and County Health Department requirements within the Stadium Concession Stands.

Previous Actions:

Previous actions by City Council regarding the Sports Complex Improvements include the approval of new team lease agreements on May 15, 2012. Authorization for Job Order Packages pertaining to the second phase of Sports Complex improvements were awarded on November 5, 2013 to Valley Rain Construction (for Job Order Package #1) and on January 7, 2014 to Jokake Construction (for Job Order Packages #2, #3). Related expenditure authority involving the use of Professional Sports Catering capital grant dollars, was approved by City Council on April 1, 2014.

Options:

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

A. Authorize the expenditures from the Sports Complex General Admission Surcharge Fund and Improvement Reserves Fund and a budget transfer to fund the additional facility projects for Sports Complex Improvements.

B. Deny the expenditures from the aforementioned accounts and thus deny the additional projects necessary to fully complete the improvements at the Sports Complex.

Staff's Recommendation:

Staff recommends that City Council authorize the expenditures from the surcharge accounts and the related budget transfer.

Fiscal Analysis:

A budget adjustment in the amount of $265,000 is requested from the General Fund Contingency account (1000-0300-570000) to the Sports Complex General Admission Surcharge Fund Building and Improvements Account (2003-2023-540500). Funds are available for these projects in the Sports Complex General Admission Surcharge Fund ($105,000) and will be available in the Sports Complex Improvement Reserves Fund ($160,000).

Exhibit(s): None

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C

Date Prepared: September 29, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Appropriation and Expenditure Authority, Arizona Public Service Incentive Funds, Peoria Sports Complex Improvements Phase 2, 83rd Avenue & Stadium Way (Project No. CS00022)

Purpose:

This is a request for the City Council to appropriate $332,000 of energy efficiency incentive funds received from Arizona Public Service to the Sports Complex Improvements capital improvement project (CS00022) and authorize the expenditure of funds utilizing existing agreements and/or small dollar procurements.

Background/Summary:

The City of Peoria is a recipient of $331,999.54 of energy efficiency incentive (rebate) funds from the APS Solutions for Business program. The program offers monetary incentives to applicants who have implemented energy savings concepts in new building construction or major renovation projects. The City applied for these incentives at the onset of the design of the Seattle Mariners and San Diego Padres clubhouses which were renovated / reconstructed in the first phase of the Sports Complex Improvements capital project.

The City has previously earned these incentives for the construction of the Sunrise Mountain Library, Municipal Court, and Community Center capital projects. Consistent with the intent of the incentives, Peoria has often “paid it forward”, utilizing these incentives toward other energy incentive projects, the most recent of which was energy efficient sports field lighting replacements at the Peoria Sports Complex stadium.

The City is currently constructing improvements to the Peoria Sports Complex stadium as part of a lease agreement with the Seattle Mariners and San Diego Padres. The types of improvements agreed upon with the teams focused on the fan experience, seating and social areas, a new souvenir store, ADA and fire systems code compliance, and overall stadium appearance enhancements. These improvements fully utilized the available capital budget.

The stadium was one of the first City of Peoria facilities to implement an Energy Management System (EMS) when it was constructed in 1992. Now a standard component of every City of Peoria facility, EMS allows for centralized, schedule based control of building air conditioning and lighting systems to allow for the most efficient utilization of energy resources. EMS systems also allow for remote computer based adjustment and troubleshooting of building operating parameters, often in lieu of deploying maintenance staff. The stadium's EMS system has reached the end of its useful life and is plagued by obsolescence and unavailable parts. In contrast, the Mariners and Padres clubhouse projects were the first two projects in the City to be "plugged in" to the City's newest generation of EMS hardware and software.

The City has also identified the need to repair and replace existing building lighting fixtures that are not funded as part of the stadium enhancements. Exterior building fixtures have suffered from two decades of UV exposure and need to be replaced. The replacement of older fluorescent fixtures with new energy efficient LED fixtures will improve overall energy consumption and enhance lighting levels in the stadium concourses.

The process of researching lighting needs in the stadium revealed a need to make certain lighting control and circuiting modifications within the stadium to align the facility with the requirements of the newest electrical code. These modifications must be undertaken without regard for funding source.

This Council action requests the appropriation of the APS incentive funds toward energy management system replacement and lighting modification needs related to the Sports Complex Improvements capital project. Authorizing the expenditure of funds utilizing existing City of Peoria and cooperative purchase agreements will allow these improvements to be completed in time for Spring Training 2015.

Previous Actions:

There are no previous actions pertaining to the use of APS incentive funds for the second phase of improvements at the Peoria Sports Complex.

Previous Council actions pertaining to the second phase of Sports Complex improvements include:

May 15, 2012	Team lease agreements
November 5, 2013	Council authorization to award Job Order Package #1 to Valley Rain Construction

January 7, 2014	Council authorization to award Job Order Packages #2 & #3 to Jokake Construction
February 18, 2014	Council approval of agreement with Professional Sports Catering and appropriation of $1,850,000 capital grant dollars toward stadium improvements
April 1, 2014	Council approval of expenditure authority associated with Pro Sports Catering capital grant dollars

Future Actions:

In the June 17, 2014 study session, the Mayor and Council were updated on the line-up of improvements that were funded for construction. Staff identified potential savings in other capital projects that could be assembled to fund a third base social seating area and an interactive kid zone for Spring Training 2016. A presentation and request for Council action is anticipated in December 2014 which would allow said improvements to commence design and/or construction promptly after Spring Training 2015.

Options:

A: Appropriate $332,000 of energy efficiency incentive funds received from APS to the Sports Complex Improvements capital improvement project (CS00022) and authorize the expenditure of funds utilizing existing agreements and/or small dollar procurements.

B: Do not appropriate the funds or authorize additional project expenditures. The replacement of the Energy Management System and the non-life safety lighting modifications will be requested in the 2016 Capital Improvement Program.

Staff's Recommendation:

Staff recommends that Council appropriate $332,000 of energy efficiency incentive funds received from APS to the Sports Complex Improvements capital improvement project (CS00022) and authorize the expenditure of funds utilizing existing agreements and/or small dollar procurements.

Fiscal Analysis:

The APS incentive funds ($331,999.54) were deposited into the General Fund upon receipt in late September.

Staff requests a $332,000 budget adjustment from the General Fund Contingency account (1000-0300-570000) to the General Fund Capital Projects Buildings & Improvements account (1000-0310-540500-CIPPK-CS00022).

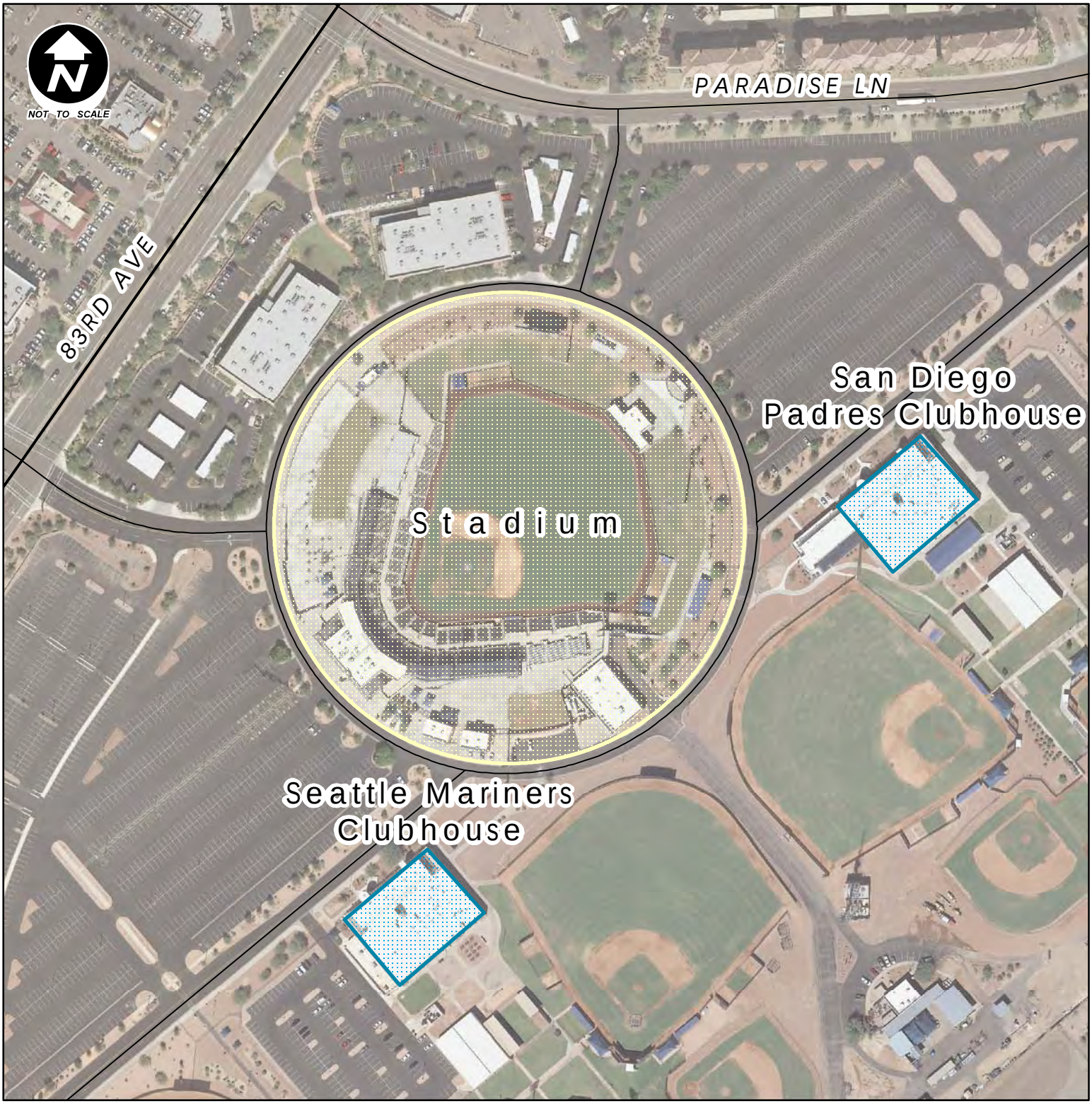
Narrative:

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

Exhibits:

Exhibit 1**:** Location Map
Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Architectural Services Manager, 623-773-7721

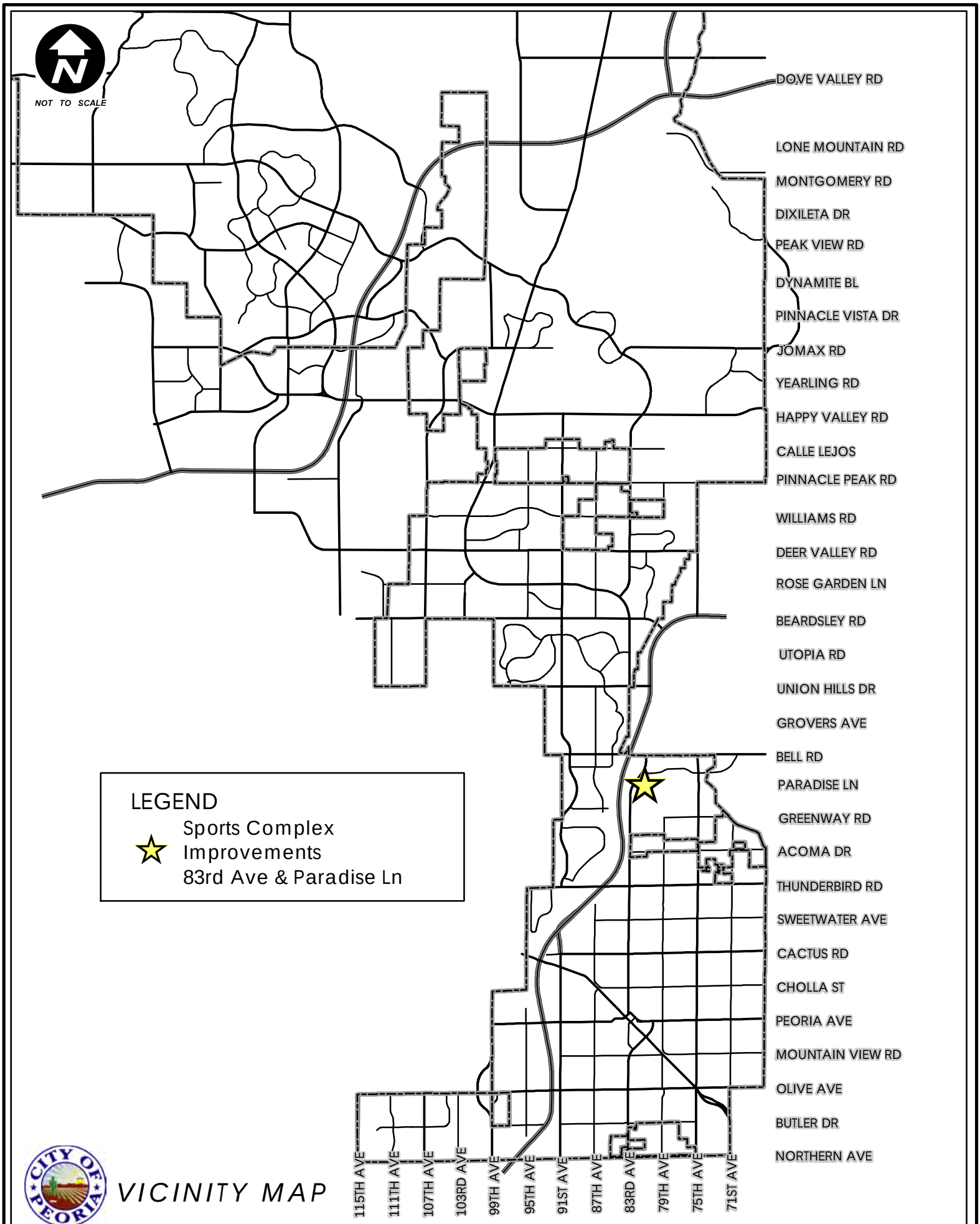


City of Peoria
Peoria Sports Complex
Improvements
Location Map

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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



VICINITY MAP

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C

Date Prepared: September 17, 2014 **Council Meeting Date: October 21, 2014**

TO: Honorable Mayor and Council

FROM: Stephen M. Kemp, City Attorney

SUBJECT: Ratification of Industrial Development Authority of the City of Peoria, Arizona to approve refinancing of Revenue and Refunding Bonds to Arizona Retirement Centers, Incorporated, for the Sierra Winds Life Care Community Project

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Purpose:

This is a request for City Council to ratify the actions of the Industrial Development Authority of the City of Peoria, Arizona to approve the refinancing in an amount not to exceed $38,000,000 of Revenue and Refunding Bonds Tax-Exempt Series 2014A and Taxable Series 2014B to the Arizona Retirement Centers, Incorporated, for the Sierra Winds Life Care Community Project.

Background/Summary:

Industrial Development Authorities ("Authority") are separate political subdivisions from the City under Arizona law. The Authority issues conduit debt, which is debt to fund a particular private sector project on behalf the project owner. Pursuant to state statute, the City has no liability on such debt.

The debt issued by the Authority may have the interest on the debt taxable or tax exempt depending on the application of specific provisions of the Internal Revenue Code of 1986. Additionally, the amount of debt is limited pursuant to other provisions of the tax code establishing caps for the amount of debt in each state.

In this case, the Authority previously issued debt to the Arizona Retirement Centers, Incorporated. The owners of the Sierra Winds Life Care Community are seeking to refinance certain bonds that have been previously issued by the authority. This will allow the Arizona Retirement Centers Incorporated to make capital improvements and upgrades to the Sierra Winds Life Care Community. Arizona law permits such refinancing. The action before the Council will ratify the action of the Board of Directors of the Authority.

The City Attorney's Office reviewed all proposed documents in connection with the refinancing and they are in the proper order, meeting all legal requirements.

Previous Actions:

The proposed refinancing in the amount not to exceed $38,000,000 of Revenue and Refunding Bonds Tax-Exempt Series 2014A and Taxable Series 2014B to the Arizona Retirement Centers, Incorporated, for the Sierra Winds Life Care Community Project by the Industrial Development Authority of the City of Peoria, Arizona was acted on by the Board of Directors on October 15, 2014.

Options:

A: That the Mayor and Council adopt the proposed resolution ratifying the actions of the Board of Directors of the Industrial Development Authority.

B: That the Mayor and Council reject the proposed resolution ratifying the actions of the Board of Directors of the Industrial Development Authority.

Staff's Recommendation:

That the Mayor and Council adopt the proposed resolution ratifying the actions of the Board of Directors of the Industrial Development Authority of the City of Peoria, Arizona approving the refinancing of certain authority bonds issued on behalf of the Arizona Retirement Centers, Incorporated.

Fiscal Analysis:

None

EXHIBITS:

Exhibit 1: Proposed Resolution to the City Council

Exhibit 2: Report of the Industrial Development Authority Board

Exhibit 3: Enclosure from Authority Council

RESOLUTION NO. 2014-152

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA GRANTING APPROVAL TO THE ISSUANCE OF REVENUE AND REFUNDING BONDS (SIERRA WINDS LIFE CARE COMMUNITY PROJECT), SERIES 2014, BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PEORIA, ARIZONA, TO BE ISSUED IN ONE OR MORE TAX-EXEMPT AND/OR TAXABLE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $38,000,000 TO FINANCE AND REFINANCE PROJECTS FOR ARIZONA RETIREMENT CENTERS, INC.

WHEREAS, The Industrial Development Authority of the City of Peoria, Arizona (the "Authority"), is a nonprofit corporation designated a political subdivision of the State of Arizona (the "State") incorporated with the approval of the City of Peoria, Arizona (the "City"); and

WHEREAS, Title 35, Chapter 5, of the Arizona Revised Statutes, Section 35-701 *et seq.*, as amended (the "Act"), authorizes the Authority to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans to finance or refinance the acquisition, construction, improvement or equipping of a "project" (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in furtherance of the purposes of the Authority and in the public interest; and

WHEREAS, Arizona Retirement Center, Inc., an Arizona nonprofit corporation and an organization described in section 501(c) of the Code (the "Borrower") has requested the Authority issue its Revenue and Refunding Bonds (Sierra Winds Life Care Community Project), Series 2014 (the "Bonds"), in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed $38,000,000, and loan the proceeds thereof to the Borrower to finance and refinance

the acquisition, construction, improvement, rehabilitation and equipping of a facility owned by the Borrower and known as the Sierra Winds Life Care Community, consisting of 240 independent residential living units, a 70 bed health care center and the related common areas, located at 17300 North 88st Avenue in Peoria, Arizona, including costs associated therewith (including without limitation, funding reserves) and costs incurred in connection with the authorization, issuance and sale of the Bonds, all in accordance with the Act (collectively, the "Project");

WHEREAS, the Project constitutes a "project" pursuant to the Act;

WHEREAS, in furtherance of the purposes of the Act, the Authority will issue the Bonds, the proceeds of which will be loaned to the Borrower to assist the Borrower with the financing and refinancing of the Project as described above; and

WHEREAS, the Authority, by a Resolution, duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on October 15, 2014, granted approval of the issuance and sale of the Bonds in an aggregate principal amount not to exceed $38,000,000; and

WHEREAS, Section 35-721(B) of the Act provides that the proceedings of the Authority under which the Bonds are to be issued require the approval of the Council of the City; and

WHEREAS, Section 147(f) of the Code requires that an applicable elected representative (as that term is defined therein) approve the issuance of the Bonds, following a public hearing, which public hearing was held by the Authority on October 15, 2014; and

WHEREAS, information regarding the Project to be financed and refinanced with the proceeds of the Bonds has been presented to the Council of the City; and

WHEREAS, it is intended that this Resolution shall constitute approval by the Council of the City pursuant to Section 35-721(B) of the Act and of the "applicable elected representative" as defined in Section 147(f) of the Code with respect to the Bonds.

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

SECTION 1. The proceedings of the Authority under which the Bonds are to be issued are hereby approved.

SECTION 2. The issuance of the Bonds is hereby approved for purposes of Section 147(f) of the Code.

SECTION 3. Notice of Arizona Revised Statutes Section 38-511 is hereby given. The provisions of that statute are by this reference incorporated herein to the extent of their applicability to matters contained herein.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 21st day of October, 2014.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: _____
Effective Date:_____

TOBIN & CONNEALY, P.L.C.
A PROFESSIONAL LIMITED LIABILITY COMPANY

4250 N. Drinkwater Blvd.
Suite 170
Scottsdale, Arizona 85251
Telephone (480) 385-1234
Facsimile (480) 385-1240

September 16, 2014

Mayor and City Council Members
City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345

Re: Not to Exceed $38,000,000 The Industrial Development Authority of the City of Peoria, Arizona Revenue and Refunding Bonds (Sierra Winds Life Care Community Project) Tax-Exempt Series 2014A and Taxable Series 2014B

Ladies and Gentlemen:

Our firm is serving as special legal counsel to The Industrial Development Authority of the City of Peoria, Arizona (the "Authority") and I am writing to you on behalf of the Authority.

The Authority is requesting that on October 21, 2014, the Peoria City Council adopt a resolution approving the proceedings of the Authority for the issuance of the Authority's revenue and refunding bonds, as described above (the "2014 Bonds"), for the benefit of Arizona Retirement Centers, Inc. ("ARCI"). The purpose of this letter is to provide you with a report from the Authority regarding the proposed financing.

The Authority and Its Powers

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended. The Authority is designated by law as a political subdivision of the State of Arizona. Under the terms of the Industrial Development Financing Act (the "Act"), the City Council of the City of Peoria is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the 2014 Bonds.

The Authority is empowered to issue the 2014 Bonds and loan the proceeds from the sale of the Bonds to finance "projects" as such term is defined in A.R.S. § 35-701. Facilities for a nonprofit 501(c)(3) organization constitute a "project" within the meaning of the Act.

Under the provisions of A.R.S. § 35-742, the City of Peoria is not liable or obligated for the payment of the debt obligations issued by the Authority.

Applicant for Financing

ARCI is an Arizona nonprofit corporation designated as a 501(c)(3) organization under the Internal Revenue Code of 1986, as amended.

ARCI does business under the name "Sierra Winds" and owns and operates the Sierra Winds Life Care Community located on an approximately 20-acre parcel of land at 17300 North 88th Avenue, Peoria, Arizona (the "Facility").

The Facility consists of 240 residential living units, related dining and common areas and an on-site health center consisting of 30 personal care and 40 skilled beds. The Facility was constructed in 1988 and 1989.

ARCI is licensed by the Arizona Department of Insurance to sell life care contracts to persons who become residents of the Facility. Under the life care contracts, residents live independently in residential units unless they need to be transferred to the health care center but in any event are entitled to unlimited stays in the health care center.

Residents pay monthly service fees which vary based on the size of residential living unit occupied and specific meal and dining arrangements made by a resident.

Prior Bond Financings

The ARCI Facility was acquired, constructed and furnished in 1988-1989, with the proceeds bonds and secured notes issued by The Industrial Development Authority of the City of Peoria, Arizona (the "Peoria IDA") in 1988, in the aggregate amount of $36,220,000 (the "1988 Bonds and Notes").

In 1991, the Peoria IDA issued its Exchange Bonds and Exchange Notes in the aggregate amount of $36,220,000 (the "1988 Exchange Bonds and Notes") to replace the 1988 Bonds and Notes.

In 1999, the Peoria IDA issued $34,025,000 of Bonds (the "1999 Bonds") to refund the 1988 Exchange Bonds and Notes.

Current Financing

The proposed current bond financing, in an amount not to exceed $38,000,000 (this amount will be down sized prior to the bond closing date) will provide ARCI with sufficient funds to refund (refinance) in full the outstanding 1999 Bonds and will provide ARCI with approximately $5,000,000 to make capital improvements and upgrades to the Facility which is now approximately 25 years old.

Preliminary Authority Approval

On September 10, 2014, the Authority Board considered the application for financing submitted by ARCI and adopted a resolution granting preliminary approval for the issuance of the 2014 Bonds.

No Requirement to Obtain Allocation for Tax Exempt Financing

Since ARCI is a nonprofit 501(c)(3) corporation, it is exempt from the requirements of federal tax law and Arizona law that it obtain an allocation of the State of Arizona's volume cap or "state ceiling" applicable to tax exempt financing transactions for entities which are not exempt. This means that the financing for ARCI will not utilize any of Arizona's volume cap or "state ceiling" and therefore will not restrict other entities from undertaking private activity revenue bond financings.

Satisfaction of Public Hearing Requirement

On October 15, 2014, an authorized representative of the Authority will conduct a public hearing, as prescribed by Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of the 2014 Bonds. A Report of the Public Hearing will be provided to the Peoria City Council.

Authority Final Approval

On October 15, 2014, the Authority Board is scheduled to act by Resolution to grant final approval to the financing and to approve the issuance of the 2014 Bonds. A copy of the Authority's approving Resolution will be provided to the Peoria City Council.

Notification to Arizona Attorney General

As required by the provisions of A.R.S. § 35-721.F., the Authority has notified the Arizona Attorney General of the Authority's intention to issue the 2014 Bonds and within the time period prescribed by law, the Arizona Attorney General has not objected.

No Liability on the City of Peoria

Under the provisions of A.R.S. § 35-742, the City of Peoria shall not in any event be liable for the payment of the principal or interest on the bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the City of Peoria within the meaning of any constitutional or statutory provision whatsoever.

Financing Participants

Document	Parties
Applicant/Borrower	Arizona Retirement Centers, Inc.
Applicant/Borrower's Counsel	Ryley Carlock & Applewhite, P.C.
Authority/Issuer	The Industrial Development Authority of the City of Peoria, Arizona
Issuer Counsel	Tobin & Connealy PLC
Bond Counsel	Kutak Rock LLP
Bond Trustee	U.S. Bank National Association
Master Trustee	U.S. Bank National Association
Underwriter	B.C. Ziegler and Company
Underwriter Counsel	Greenburg Traurig, LLP

Principal Financing Documents

Document	Parties
Amended and Restated Master Trust Indenture and First Supplemental Master Trust Indenture	Borrower and Master Trustee
Bond Trust Indenture	Issuer and Bond Trustee
Loan Agreement	Issuer and Borrower
Preliminary Official Statement and Official Statement	Borrower and Underwriter
Bond Purchase Agreement	Issuer, Borrower and Underwriter

Plan of Financing

It is anticipated the 2014 Bonds will be issued in two tax-exempt and taxable series in an aggregate amount not to exceed $38,000,000 in the month of November, 2014.

B.C. Ziegler and Company ("Ziegler") has been engaged by ARCI to underwrite the sale of the 2014 Bonds.

The 2014 Bonds will be issued under and pursuant to the Bond Trust Indenture mentioned above.

In connection with the issuance and sale of the 2014 Bonds, a Preliminary Official Statement and Official Statement will be prepared and used by Ziegler in marketing the Bonds.

It is expected that Ziegler will purchase the 2014 Bonds under and by the terms of the above-mentioned Bond Purchase Agreement and that Ziegler will then offer the 2014 Bonds for sale to both individual and institutional buyers. The 2014 Bonds will be issued in denominations of $5,000 and integral multiples thereof. The 2014 Bonds will not be rated. The actual amount of Bonds to be issued and the interest rate or rates will be determined at the time the Bond Purchase Agreement is executed.

The proceeds received, together with other monies available to ARCI, from the sale of the 2014 Bonds will be loaned to ARCI under the terms of the above-mentioned Loan Agreement and applied first to refund (refinance) in full the outstanding 1999 Bonds, a portion of the proceeds will be used to fund a project fund to be held by the Bond Trustee and disbursed to pay capital expenses incurred for improvements to the Sierra Winds Facility and portions of the proceeds will be used to fund a debt service receive fund and to pay certain costs of issuance related to the 2014 Bonds.

ARCI will be unconditionally obligated to make timely payments sufficient to pay all scheduled payments of interest and principal on the Series 2014 Bonds and the obligations of ARCI will be secured by a first lien deed of trust on the Facility.

Peoria City Council Approval

Under the provisions of A.R.S. § 35-721.B., the proceedings of the Authority for its issuance of the 2014 Bonds requires the approval of the Peoria City Council, as the governing body of the Authority.

Through City staff, the Authority has requested this matter be on the Agenda for the Peoria City Council meeting on October 21, 2014.

The form of Resolution for adoption by the Peoria City Council has been submitted to the Peoria City Attorney and City Clerk.

Transaction Closing

If the required approvals of the Authority and the Peoria City Council of the City of Peoria are received, it is currently anticipated that the 2014 Bonds will be issued in November, 2014.

Representatives of the Authority and ARCI will be present at the City Council meeting on October 21, 2014. If, prior to the meeting, you have any questions, please feel free to contact me.

Yours very truly,

TOBIN & CONNEALY, PLC

By: [redacted]

cc: Steve Kemp, Esq.
Peoria IDA Board of Directors

TOBIN & CONNEALY, P.L.C.
A PROFESSIONAL LIMITED LIABILITY COMPANY

4250 N. Drinkwater Blvd.
Suite 170
Scottsdale, Arizona 85251
Telephone (480) 385-1234
Facsimile (480) 385-1240

October 15, 2014

HAND DELIVERED

Ms. Rhonda Geriminsky
Peoria City Clerk
Peoria City Hall
8401 West Monroe Street
Peoria, Arizona 85345

Re: The Industrial Development Authority of the City of Peoria, Arizona Revenue and Refunding Bonds (Sierra Winds Life Care Community Project), Series 2014

Dear Ms. Geriminsky:

As special counsel to and on behalf of The Industrial Development Authority of the City of Peoria, Arizona (the "Peoria IDA"), with regard to proceedings for the issuance and sale of the referenced bonds, I enclose for the records of the City of Peoria the following:

1. Report of Public Hearing with respect to the referenced bonds, this hearing having been held on October 15, 2014 at approximately 3:45 p.m. and following publication of a Notice of Public Hearing in the Peoria Times on September 19, 2014.

2. A Resolution adopted by the Board of Directors of the Peoria IDA on October 15, 2014, authorizing and approving the issuance and sale of the referenced bonds.

I, along with representatives of Arizona Retirement Centers, Inc., plan to be present at the Peoria City Council meeting on October 21, 2014 at which time the City Council will be asked to adopt a Resolution approving the proceedings of the Peoria IDA for the issuance of the referenced bonds.

If or to the extent you have any questions, certainly feel free to contact me.

Yours very truly,

[redacted]

William P. Con[redacted]

Enclosures
cc: Stephen M. Kemp, City Attorney

3662948.1
10/07/14

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF PEORIA, ARIZONA

REPORT OF PUBLIC HEARING WITH RESPECT TO NOT TO EXCEED $38,000,000 OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PEORIA, ARIZONA REVENUE AND REFUNDING BONDS (SIERRA WINDS LIFE CARE COMMUNITY PROJECT), SERIES 2014

On Wednesday, October 15, 2014, commencing at approximately 3:45 p.m., at the Peoria City Hall, First Floor Lobby, 8401 West Monroe Street, Peoria, Arizona 85345, the undersigned, on behalf of The Industrial Development Authority of the City of Peoria, Arizona (the "Authority"), conducted a Public Hearing pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the proposed issuance by the Authority of its Revenue and Refunding Bonds (Sierra Winds Life Care Community Project), Series 2014 (the "Bonds"), in one or more tax-exempt and/or taxable series, in an aggregate principal amount not to exceed $38,000,000.

A Notice of Public Hearing was published in *The Peoria Times* on September 19, 2014, and a copy of the Affidavit of Publication of Notice of Public Hearing is attached to this report.

At the time and place set for the Public Hearing, I announced that the Public Hearing was opened and asked if there were interested persons wishing to comment and be heard with regard to the proposed issuance by the Authority of the Bonds. No persons appeared at the Public Hearing requesting to comment or be heard with regard to the matters for which the public hearing was conducted.

DATED: October 15, 2014.

[redacted]

William F. Wilder, Legal Counsel
The Industrial Development Authority
of the City of Peoria, Arizona

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, Carolyn Castillo of
PEORIA TIMES
A newspaper of general circulation published and printed in the city of Peoria County of Maricopa, State of Arizona, do solemnly swear that a copy of the notice, in the matter of
Public Hearing
Sierra Winds Life Care Community
Project

As per clipping attached, was published weekly in the regular and entire edition of the said newspaper, and not in any supplement hereof, for a period of 1 consecutive week(s), as follows, to-wit:
09/19/14

[redacted]
Carolyn Castillo

Subscribed and sworn to before me, this 19th day of September (year) 2014.

(s) [redacted]
Notary Public
My commission expires:

ROGER TOOPS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 14, 2018

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: WESLEYBOYS PRODUCTIONS, LLC.

II

The address of the registered office is:
18403 W. Post Drive
Surprise, AZ 85388
The name of the Statutory Agent is:
United States Corporation Agents, Inc.
17470 N. Pacesetter Way
Scottsdale, AZ 85255

III

Management of the limited liability company is reserved to the members. The names of each person who is a member are:
Marvin Howell, member
18403 W. Post Drive
Surprise, AZ 85388
Publish Peoria Times
September 12, 19 and 26, 2014

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: ZONA'S LLC.

II

The address of the registered office is:
44202 N. New River Rd.
New River, AZ 85087
The name of the Statutory Agent is:
Pamela Meyer
44202 N. New River Rd.
New River, AZ 85087

III

Management of the limited liability company is reserved to the members. The names of each person who is a member are:
Devon King, member
100 York Lane
Yorktown, VA 23692
Pamela Meyer, member
44202 N. New River Rd.
New River, AZ 85087
Publish Peoria Times
September 12, 19 and 26, 2014

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: COLTECH ELECTRICAL SERVICES LLC.

II

The address of the registered office is
3702 W. Altadena
Phoenix, AZ 85029
The name of the Statutory Agent is:
American Contractor Insurance and Bonds, Inc.
6717 N. Black Canyon Hwy
Phoenix, AZ 85015

III

Management of the limited liability company is vested in a manager or managers. The names of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
David Lionel Fairbrother, manager
3702 W. Altadena
Phoenix, AZ 85029
James Michael Olin, manager
8626 W. Eva St.
Peoria, AZ 85345
Publish Peoria Times
September 12, 19 and 26, 2014

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: HEALTHIER HORIZONS MEDICAL GROUP, LLC.

II

The address of the registered office is:
5115 N. Dysart Rd. Ste. 202 #147
Litchfield Park, AZ 85340
The name of the Statutory Agent is:
Kerry Knight
5115 N. Dysart Rd. Ste. 202 #147
Litchfield Park, AZ 85340

III

Management of the limited liability company is vested in a manager or managers. The names of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
Kerry Knight, member/manager
5115 N. Dysart Rd. Ste. 202 #147
Litchfield Park, AZ 85340
Vernon Hahn
18207 N. Second Ave.
Phoenix, AZ 85023
Publish Peoria Times
September 12, 19 and 26, 2014

Scottsdale, AZ 85258

III

Management of the limited liability company is vested in a manager or managers. The names of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
Michael W. Staffens, manager
10176 E. San Salvador Drive
Scottsdale, AZ 85258
American Estate & Trust, member
FBO Michael W. Staffens
8900 Westcliff Dr. #803
Las Vegas, NV 89145
Publish Peoria Times
September 5, 12 and 19, 2014

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: BAA35939, LLC.

II

The address of the registered office is:
35939 W. Indian School Rd.
Tonopah, AZ 85354
The name of the Statutory Agent is:
Beverly Anderson
35939 W. Indian School Rd.
Tonopah, AZ 85354

III

Management of the limited liability company is vested in a manager or managers. The names of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
Beverly Anderson, manager
35939 W. Indian School Rd.
Tonopah, AZ 85354
Sunwest Trust, member
FBO Beverly Anderson
PO Box 36371
Albuquerque, NM 87176
Publish Peoria Times
September 5, 12 and 19, 2014

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: 1128 GRAND AVE., LLC.

II

The address of the registered office is:
6922 E. 5th Ave.
Scottsdale, AZ 85251
The name of the Statutory Agent is:
Brian Stark
6922 E. 5th Ave.
Scottsdale, AZ 85251

III

Management of the limited liability company is vested in a manager or managers. The names of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
Stark James LLC, member/manager
6922 E. 5th Ave.
Scottsdale, AZ 85251
706 South Second Street, member
Phoenix Container Holdings LLC, Member
7033 E. Greenway Pkwy. #250
Phoenix, AZ 85254
Chris Cordell, member
1700 W. Birch Dr.
Payson, AZ 85541
Michael Nowek, member
619 W. Rosemonte Dr.
Phoenix, AZ 85027
Publish Peoria Times
September 5, 12 and 19, 2014

ARTICLES OF ORGANIZATION
HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: J&J INSTALLATIONS L.L.C.

II

The address of the registered office is:
5930 E. Gelding Dr.
Scottsdale, AZ 85254
The name of the Statutory Agent is:
Same as Above

III

Management of the limited liability company is vested in a manager or managers. The names of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
Jason J. Hawk, manager
Suzanne M. Hawk, manager
Publish Peoria Times
September 5, 12 and 19, 2014

Agent resigns, whichever occurs first.
By checking the box marked "I accept" below, I acknowledge under penalty or perjury that this document together with any attachments is submitted in compliance with Arizona law.
[x] I accept
(s) Dan Keen
9. Directors/Officers:
Katrina M. Ralston
605 Pleasant St.
Belmont, MA 02478
Grissell M. Ralston
3341 Redwing Place
Fremont, CA 94555
Richard L. Ralston
4075 W. Hillside Dr.
Eugene, OR 97405
Steven P. Imbranda
4400 Veterans Memorial Way #206
Holbrook, NY 11741
10. Shares Authorized: Class: Common Series. Total: 100,000 Par Value: -0-
11. Shares Issued: Class: Common Series: ___ Total: 21,738 Par Value: -0-
By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.
[x] I accept
(s) Steven P. Imbranda
Date: 06/20/2014
Publish Peoria Times
September 19, 26 and October 3, 2014

APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN ARIZONA OF
Serenity Design Homes, Inc.

1. Entity Type: [x] For-Profit Corporation.
2. Name in state or country of incorporation: Serenity Design Homes, Inc.
3. Name to be used in Arizona (Entity Name): Serenity Design Homes, Inc.
4. Foreign Domicile: List the state or country in which the foreign Corporation is incorporated: Nevada.
5. Date of Incorporation in foreign domicile: 03/07/2014.
6. Character of Business: Real Estate Management and Consulting.
7. Principal Office Address-Foreign:
101 Convention Center Dr. #700
Las Vegas, NV 89109
Arizona Known Place of Business:
2841 E. Temple Court
Gilbert, AZ 85296
8. Statutory Agent in Arizona:
Business Filings Inc.
2390 E. Camelback Rd.
Phoenix, AZ 85016
Entity Name: Serenity Design Homes, Inc.
A.C.C. File Number: ___.
Statutory Agent Name: Business Filings Inc.
[ ] The Statutory Agent is an individual (natural person)
[x] The Statutory Agent is an Entity.
By the signature below, the individual or entity named above accepts the appointment as Statutory Agent for the entity names above and acknowledges that the appointment is effective until the entity replaces the Statutory Agent or the Statutory Agent resigns, whichever occurs first.
By checking the box marked "I accept" below, I acknowledge under penalty or perjury that this document together with any attachments is submitted in compliance with Arizona law.
[x] I accept
(s) (illegible)
9. Directors/Officers:
Edward Chavez
Virginia Chavez
2841 E. Temple Court
Gilbert, AZ 85296
10. Shares Authorized: Class: Common Series: N/A Total: 75,000 Par Value: -0-
11. Shares Issued: Class: Common Series: N/A Total: 100 Par Value: -0-
By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.
[X] I accept
(s) Edward Chavez
Publish Peoria Times
September 12, 19 and 26, 2014

APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN ARIZONA OF
Allanza, Inc.

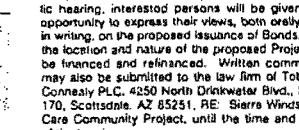
1. Entity Type: [x] For-Profit Corporation.
2. Name in state or country of incorporation: Allanza, Inc.
3. Name to be used in Arizona (Entity Name): AGCS, Inc.
4. Foreign Domicile: List the state or country in which the foreign Corporation is incorporated: DE.
5. Date of Incorporation in foreign domicile: 07/13/2006.

E-mail: minuteentries@fitelaw.com
Barin A. Fite, Esq. (21074)
Jennifer B. Fite, Esq. (21441)
Attorneys for Plaintiff
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA
SUMMONS
CV2014-054685
Brittany Lake and
Jeremy Watzel,
Plaintiffs, vs.
John Wolf and Jane Doe Wolf,
Husband and Wife; John Doe and Jane Doe I through V, fictitious individuals;
ABC Corporation and/or
Partnerships, I-X; fictitious entities,
Defendants.
If you would like the advice from a Lawyer, contact the Lawyer Referral Service at 602-257-4434 or www.maricopalawyers.org Sponsored by the Maricopa County Bar Association.
THE STATE OF ARIZONA TO: JOHN WOLF AND JANE DOE WOLF
I. A lawsuit has been filed against you.
II. If you do not want a Judgment taken against you for the relief demanded in the accompanying Complaint, you must file a Response in the Office of the Clerk of the Superior Court, 201 West Jefferson Street, Phoenix, Arizona 85003, accompanied by the necessary filing fee. A copy of the written Response must also be mailed to the plaintiff's attorney whose name appears above.
III. The Response must be filed within TWENTY DAYS exclusive of the date of service, if served within the State of Arizona, or THIRTY DAYS, exclusive of the date of service, if served outside the State of Arizona.
IV. This is a legal document. If you do not understand its consequences, you should seek the advice of an attorney.
V. Requests for reasonable accommodation must be three (3) days prior to a scheduled proceeding.
Dated: August 20, 2014
Michael K. Jeanes, Clerk of the Superior Court
By: N. Mamufio,
Deputy Clerk
Publish Peoria Times
September 19, 26, October 3 and 10, 2014

NOTICE OF BID
Separate sealed bids for construction of Sunrise Water Co. Well #2 Arsenic Treatment Improvements will be received by Sunrise Water Co. from bidders.
Bids will be received at the offices of Sunrise Water Co. at 9098 W. Pinnacle Peak Road, Peoria, AZ 85383 until 5:00pm on September 29, 2014.
Bids will be opened and read aloud at 2pm on September 30, 2014 at Michael Baker Jr, 2929 N. Central Ave, Suite 800, Phoenix, AZ 85012.
The nature of the work to be performed under this project shall consist of furnishing all labor, materials and equipment required to construct the facilities and features called for by plans and specifications. The type, purpose and location of the proposed Project are generally described below and in more detail in the plans and specifications.
The Project will include installation of improvements for a package booster pump station, onsite chlorine generation system, site piping, tank modifications, and to connect to an Owner purchased and installed arsenic treatment unit. Work items include, but are not limited to, all labor, materials, and equipment for construction and installation of the following:
1. Connect piping and electrical to arsenic treatment system (Owner procured and installed)
2. Install Onsite Chlorine Generation System and fiberglass chemical enclosure (Owner to supply onsite chlorine generation equipment and chemical enclosure)
3. Package Booster Pump Station,
4. Tank outlet modifications
5. Related yard piping, mechanical appurtenances, and electrical improvements.
This project is funded by Sunrise Water Co. and the Water Infrastructure Finance Authority through the Drinking Water Revolving Fund.
Contractors desiring to submit proposals may obtain a CD containing PDF copies of the plans and specifications after August 25, 2014 at the offices of Sunrise Water Co., at 9098 W. Pinnacle Peak Road, Peoria, AZ 85383 (623) 972-6133 upon receipt of $30.00 for each set (which amount will be non-refundable). The ENGINEER for the Contract will be RIAF Consulting, a Baker Company Project Manager.
Every proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding the provisions of any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance pursuant to title 20, chapter 2, article 1. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of § 7 101 are satisfied. The certified check, cashier's check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor upon the execution of a satisfactory bond and contract as provided in this article. The conditions and provisions of the surety bid bond regarding the surety's obligations shall follow the following form:
Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of § 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.
OWNER reserves the right to reject any or all proposals or to withhold the award for any reason.
Publish Peoria Times
September 5, 12 and 19, 2014

NOTICE OF HEARING
Craig E. Collins (#004436)
CRAIG COLLINS LAW OFFICE, L.L.C.
13912 W. Stardust Blvd. #100
Sun City West, AZ 85375
(623) 977-7267
craig@heritagepalms.com
Attorney for Petitioner
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA
No. PB2014-071085
NOTICE OF HEARING ON PETITION FOR ADJUDICATION OF INTESTACY, DETERMINATION OF HEIRS AND APPOINTMENT OF PERSONAL REPRESENTATIVE
In The Matter of the Estate of:
Cecilia Pinon Molinar, also known as
Cecilia Pinon,
Deceased.
To: All persons and entities having an interest in the above captioned estate.
Notice is hereby given that Petitioner, Maria Rubalcava, has filed with the above-entitled Court a Petition for Adjudication of Intestacy, Determination of Heirs and Appointment of Personal Representative.
A hearing has been set to consider this Petition on the 13th day of October, 2014, at 10:00 a.m. before Honorable Colleen French, Northwest Regional Center, 14264 W. Tierra Buena Lane, Courtroom 124, Surprise, Arizona 85374. If you have an objection, you must appear to state your objection or send it in writing in advance of the hearing.
Dated this 12th day of September, 2014
(s) Craig Collins, Esq.
Attorney for Petitioner
Publish Peoria Times
September 19, 2014

NOTICE OF PUBLIC HEARING
Notice is hereby given that a public hearing will be held on October 15, 2014, at 2:45 p.m. in the main Monroe Street, Peoria, Arizona 85345, regarding the proposed issuance by The Industrial Development Authority of the City of Peoria, Arizona (the "Authority") of one or more series of its Revenue and Refunding Bonds (Sierra Winds Life Care Community Project), Series 2014, to be issued in an aggregate principal amount not to exceed $38,000,000 (the "Bonds") at the request of, and for the benefit of Arizona Retirement Center, Inc. (the "Borrower"), an Arizona nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). The Borrower owns the Sierra Winds Life Care Community, consisting of 240 independent residential living units, a 70 bed health care center (consisting of 30 personal care beds and 40 skilled nursing beds) and related common areas, located at 17300 North 88th Avenue, Peoria, Arizona 85345 (the "Project"). The Authority previously issued its Revenue and Refunding Bonds (Sierra Winds Life Care Community Project) Series 1999, in the original principal amount of $34,025,000 (the "Original Bonds") to assist the Borrower with the long-term financing of the Project. The Project is operated by Life Care Services LLC.
The proceeds from the Bonds will be used to make a loan to the Borrower and used to (a) refund and refinance all of the outstanding Original Bonds, (b) fund a new money project fund for the rehabilitation of the Project, (c) fund any required reserve funds, (d) pay capitalized interest on the Bonds, if any, and (e) pay certain expenses relating to issuance of the Bonds.
The Bonds are limited obligations of the Authority payable solely from revenues, receipts, and security pledged to their payment. The Bonds will not constitute an indebtedness or liability of the Authority, the City of Peoria, Arizona (the "City"), the State of Arizona (the "State"), or any political subdivision of the State, and neither the faith and credit nor taxing power of the Authority, the City, the State or any political subdivision of the State has been pledged to payment of the Bonds. The Authority has no taxing power.
The public hearing is required by Section 147(f) of the Code. At the time and place set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on the proposed issuance of Bonds, and the location and nature of the proposed Project to be financed and refinanced. Written comments may also be submitted to the law firm of Tobin & Connelly PLC, 4250 North Drinkwater Blvd., Suite 170, Scottsdale, AZ 85251, RE: Sierra Winds Life Care Community Project, until the time and date of the hearing.
Publish Peoria Times
September 19, 2014



ARTICLES OF DOMESTICATION OF
Roger Brooks International, Inc.
1. Entity Type: [x] For Profit Corporation
2. Entity Name: Roger Brooks International, Inc.
3. State or Country of original incorporation: Washington State.
4. Date of Original Incorporation: 04/03/1982.
5. Character of Business: Design and production of periodicals, various publications and graphic arts services.
7. Shares: Class: Common Series: N/A Total: 50,000 Par Value ___
8. Arizona Known Place of Business:
24654 N. Lake Pleasant Pkwy. #103-487
Peoria, AZ 85383
9. Directors:
Roger A. Brooks
Melinda Jane Brooks
24654 N. Lake Pleasant Pkwy. #103-487
Peoria, AZ 85383
Statutory Agent:
Roger A. Brooks
24654 N. Lake Pleasant Pkwy. #103-487
Peoria, AZ 85383
10. Adoption of Articles of Domestication:
Board of Directors and Shareholder action took place on this date: 07/01/2014.
(s) Roger A. Brooks
07/13/2014
Publish Peoria Times

RESOLUTION

A RESOLUTION GRANTING FINAL APPROVAL TO THE ISSUANCE OF REVENUE AND REFUNDING BONDS (SIERRA WINDS LIFE CARE COMMUNITY PROJECT), SERIES 2014, OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PEORIA, ARIZONA, TO BE ISSUED, WITH THE LIMITATIONS SET FORTH HEREIN, IN ONE OR MORE TAXABLE AND/OR TAX-EXEMPT SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $38,000,000 TO FINANCE AND REFINANCE PROJECTS FOR ARIZONA RETIREMENT CENTERS, INC.; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND TRUST INDENTURE, A LOAN AGREEMENT, AND A BOND PURCHASE AGREEMENT; APPROVING THE TERMS OF SUCH DOCUMENTS AND RELATED DOCUMENTS TO BE EXECUTED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PEORIA, ARIZONA; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE BONDS; AND AUTHORIZING OTHER ACTIONS NECESSARY IN CONNECTION WITH THE ISSUANCE OF THE BONDS

WHEREAS, The Industrial Development Authority of the City of Peoria, Arizona (the "Authority"), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona (the "State") empowered under the Industrial Development Financing Act, A.R.S. §§ 35-701 through 761, as amended (the "Act"), to issue industrial development revenue bonds for the purposes set forth in the Act, including the making of loans for the purpose of financing the acquisition, construction, improvement or equipping of a "project" (as defined in the Act) whenever the Board of Directors of the Authority (the "Board") finds such loans to be in furtherance of the purposes of the Authority or in the public interest; and

WHEREAS, the term "project" includes within its meaning the financing and refinancing of facilities owned or operated by a nonprofit organization described in section 501(c) of the United States Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, Arizona Retirement Center, Inc., an Arizona nonprofit corporation and an organization described in section 501(c) of the Code (the "Borrower") has requested the Authority to issue its Revenue and Refunding Bonds (Sierra Winds Life Care Community Project), Series 2014 (the "Bonds"), in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed $38,000,000, and loan the proceeds thereof to the Borrower to finance and refinance the acquisition, construction, improvement, rehabilitation and equipping of a facility owned by the Borrower and known as the Sierra Winds Life Care Community, consisting of 240 independent residential living units, a 70 bed health care center and the related common areas, located at 17300 North 88th Avenue in Peoria, Arizona, including costs associated therewith (including without limitation, funding reserves) and costs incurred in

connection with the authorization, issuance and sale of the Bonds, all in accordance with the Act (collectively, the "Project"); and

WHEREAS, the Authority has previously granted preliminary approval to issue and sell the Bonds, pursuant to the Act, in one or more series in an aggregate principal amount not to exceed $38,000,000 pursuant to a resolution adopted by the Authority at its September 10, 2014 meeting (the "Initial Resolution"); and

WHEREAS, the Borrower now requests the Authority's final approval to issue and sell the Bonds in an aggregate principal amount not to exceed $38,000,000 and loan the proceeds thereof to the Borrower to finance and refinance the Project; and

WHEREAS, there have been prepared and presented to the Authority the proposed, substantially final forms of the following documents (collectively, the "Documents"):

(1) the form of the Bond Trust Indenture (the "Indenture") to be entered into by and between the Authority and U.S. Bank National Association, as bond trustee (the "Trustee");

(2) the form of the Bonds (as set forth in the Indenture);

(3) the form of the Loan Agreement (the "Loan Agreement") to be entered into by and between the Authority and the Borrower;

(4) the form of the Bond Purchase Agreement ("the Bond Purchase Agreement") to be entered into by and between the Authority, the Borrower and the initial purchaser of the Bonds (the "Underwriter"); and

(5) the form of the Preliminary Official Statement (the "Official Statement").

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The Board finds and determines that the issuance of the Bonds and the making of a loan to the Borrower for the purpose of financing and refinancing all or a portion of the cost of the acquisition, construction, improvement, rehabilitation, equipping and operating of the Project and the costs and expenses incidental thereto are in furtherance of the purposes of the Authority under the Act and the Project will constitute a "project" within the meaning of the Act and the issuance of the Bonds is in the public interest.

Section 2. The Bonds, which shall be named as set forth herein or as otherwise set forth in the Indenture, are hereby approved and authorized to be issued in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed $38,000,000, to be dated, to mature (no later than 30 years after their date of issuance), to bear interest (not in any event to exceed 10% per year), to be subject to redemption and tender for purchase, to be payable as to principal, interest and any premium, and with such other terms, all as provided in the Bond Purchase Agreement and the Indenture, pursuant to which the Bonds are issued. This approval is subject to the following terms and conditions:

2.1 Notice regarding the issuance of the Bonds is given to the Arizona Attorney General in the manner contemplated by Section 35-721(F) of the Act and, within ten days of such notice, the Arizona Attorney General does not issue an opinion indicating that the project to be financed does not come within the purview of the Act.

2.2 All agreements, certificates, documents, or instruments, including the Documents, requiring the execution or consent of the Authority are in a form and substance acceptable to the Authority's counsel.

2.3 The Authority receives such opinions, certificates, comfort letters and consent letters in connection with the Bonds as the Authority's counsel may deem necessary or appropriate, in form and substance satisfactory to the Authority's counsel and advisors.

2.4 The proceedings under which the Bonds will be issued will have been approved by the Council of the City of Peoria, Arizona (the "City").

2.5 The Authority, its officers, directors, employees, agents and the City are provided with full indemnification in connection with the issuance and sale of the Bonds, in form and substance satisfactory to the Authority's counsel, from a credit-worthy source.

2.6 The Borrower agrees to make arrangements mutually satisfactory to the Authority as to the payment of the Authority's annual administrative fees and expenses, the terms and conditions of which will be incorporated into the Documents executed in connection herewith.

Section 3. The Bonds shall be payable solely from the property held and receipts and revenues received by or on behalf of the Authority pursuant to the Indenture. Nothing contained in (a) this Resolution, (b) the Documents, or (c) any other agreement, certificate, document, or instrument executed in connection with the issuance of any of the Bonds shall be construed as obligating the Authority (except as a limited obligation to the extent provided in such documents or instruments) or obligating the City or the State to pay the principal of or premium, if any, or interest on the Bonds, or as incurring a charge upon the general credit of the Authority, the City or the State, nor shall the breach of any agreement contemplated by this Resolution, the Documents, or any other instrument or documents executed in connection herewith or therewith impose any charge upon the general credit of the Authority, the City or the State. The Authority has no taxing power.

Prior to the issuance of the Bonds, the Authority has or will have issued, and subsequent to the issuance of the Bonds, the Authority may issue, bonds in connection with the financing of other projects (said bonds are referred to herein as the "Other Bonds"). Any pledge, mortgage, or assignment made in connection with the Other Bonds shall be protected, and any funds pledged or assigned for payment of principal of or premium, if any, or interest on the Other Bonds shall not be used for the payment of principal of or premium, if any, or interest on the Bonds. Any pledge, mortgage, or assignment made in connection with the Bonds shall be

protected, and no funds pledged or assigned for the payment of the Bonds shall be used for the payment of principal of or premium, if any, or interest on the Other Bonds.

Section 4. The forms, terms, and provisions of each of the Documents, in the forms of such Documents (including the exhibits thereto) presented to the Authority, are hereby approved, with such insertions, deletions, and changes as are approved by the officers authorized to execute the documents (which approval will be conclusively established by their execution and/or delivery thereof). Upon satisfaction of the conditions set forth in Section 2 hereof, the Authority's President, Vice President, Secretary and Treasurer (each an "Authorized Officer") are each hereby authorized individually in such offices to execute and deliver each of the Documents or, with respect to any of the Documents not calling for execution by the Authority, to approve and deliver such documents, with respect to any one or more series of the Bonds. From and after the execution and delivery of each of the Documents, the officers, agents, employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, certificates and assignments as may be necessary to carry out and comply with the provisions of each of the Documents (as executed and delivered).

Section 5. The lawful use and distribution of the Official Statement relating to the original issuance of the Bonds and any amendments thereof or supplements thereto, is hereby authorized. Except for information contained under the captions "THE AUTHORITY" and "LITIGATION – The Authority," as such captions relates to the Authority in the Official Statement, the Authority has not confirmed, and assumes no responsibility for, the accuracy, sufficiency or fairness of any statements in the Official Statement or any amendments thereof or supplements thereto, or in any reports, financial information, offering or disclosure documents or other information relating to the Project, the Borrower, or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to the Borrower or otherwise contained in the Official Statement.

Section 6. The sale of the Bonds to the Underwriter pursuant to the terms and provisions of the Bond Purchase Agreement is hereby authorized and approved. Any Authorized Officer is hereby authorized to execute and deliver to the Trustee any written order of the Authority for the authentication and delivery of the Bonds by the Trustee to the Underwriter.

Section 7. After the Bonds are delivered by the Trustee to the Underwriter upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Bonds and interest thereon shall have been fully paid, canceled, and discharged.

Section 8. Nothing contained in this Resolution, nor in any other instrument, may be considered as obligating the Authority or the City to any pecuniary liability or charge upon the general credit of the Authority or the City. Furthermore, it is understood that no costs are to be borne by the Authority with respect to the Project and the issuance and sale of the Bonds except those to be paid out of the proceeds of the Bonds, and that the Borrower will promptly reimburse the Authority for any other expenses reasonably incurred by the Authority, including the fees of its legal counsel and any financial advisor, whether or not the Bonds are issued or sold.

Section 9. All actions of the officers, staff, directors, employees, and agents of the Authority which are in conformity with the purposes and intent of this Resolution and in furtherance thereof, whether heretofore or hereafter taken, including but not limited to the engagement of Kutak Rock LLP, as the bond counsel, shall be and are hereby ratified, confirmed and approved. The proper officers, staff, directors, employees, and agents of the Authority are hereby authorized and directed to do all such acts on behalf of the Authority as may be deemed necessary or desirable to carry out the terms and intent of this Resolution.

Section 10. The Authority, the members of the governing body of the Authority and any director, officer, official, employee or agent of the Authority shall not be subject to any personal liability or accountability by reason of the issuance of the Bonds or execution, delivery of performance of the Documents. The liability of the Authority with respect to any Document executed in connection with the transactions contemplated hereby shall be limited as provided in the Act and such Documents.

Section 11. Any provisions of any bylaws, orders, procedural pamphlets and resolutions of the Authority inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as repealing any bylaw, order, procedural pamphlet or resolution or any part thereof.

Section 12. If any section, paragraph, clause or provision of this Resolution is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision does not affect any of the remaining provisions of this Resolution.

Section 13. It is found and determined that all formal actions of the Authority and its Board concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State and the Authority.

Section 14. Notice of Arizona Revised Statutes Section 38-511 is hereby given. The provisions of that statute by this reference are incorporated herein to the extent of applicability to matters contained herein under the laws of the State.

(Signature page follows)

Adopted and approved this 15th day of October, 2014.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PEORIA, ARIZONA

By: [redacted]
Authorized Officer

(Signature page to Final Resolution)

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C

Date Prepared: October 6, 2014 **Council Meeting Date: October 21, 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: Gary Lopez, Plans Review Supervisor, EDS, (623) 773-7236

RESOLUTION NO. 2014-151

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.

Moller Custom Home Robert Hofritcher/Alexandra Fedele EASEMENT FOR INGRESS/EGRESS AND UTILITIES Maricopa County Recording No. 20140651616 (Project No. 1400825/ Deed 14-034)	West Pinnacle Peak/North 79th Avenue
Moller Custom Home Albert Zavala/ Jody Zavala EASEMENT FOR INGRESS/EGRESS AND UTILITIES Maricopa County Recording No. 20140651617 (Project No. 1400825/ Deed 14-035)	West Pinnacle Peak/North 79th Avenue

Vistancia Parcel C-12 Shea Homes of Phoenix, Inc. TEMPORARY ACCESS EASEMENT Maricopa County Recording No. 20140635476 (Project No. R080061D/ Deed 14-036)	127th Avenue/ Desert Vista Trail

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 21st day of October 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: 13C

Date Prepared: September 9, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, 91st Avenue and Bell Road II, 91st Avenue north of Bell Road (Project No. R140011)**

Purpose:

This is a request for City Council to approve a Final Plat of 91st Avenue and Bell Road II, located on 91st Avenue north of Bell Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to divide one commercial parcel into two. This development is within the City's water\sewer service area. Both of the proposed lots are already developed. The proposed final plat allows the developer sell and manage the property more effectively.

Previous Actions:

This lot was created through a minor land division, recorded in October 2000 in Book 544 Page 49.

Options:

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

B: The other option would be to formally approve the Final Plat and allow the developer to effectively manage this property.

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT

FOR

"91ST AVENUE AND BELL ROAD II"

That portion of the West half of the West half of Section 34, Township 4 North
Range 1 East of the Gila and Salt River Base and Meridian Maricopa County, Arizona

DEDICATION

D.T. MOORE LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP AND THE DAVID KATZIN & ASSOCIATES LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP AND PRESLY INVESTMENTS L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND JP MORGAN CHASE BANK, N.A., AS OWNER, DOES HEREBY PUBLISH THIS "91ST AVENUE AND BELL ROAD II" PLAT OVER A PORTION OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "91ST AVENUE AND BELL ROAD II" PLAT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING SAME. AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

D.T. MOORE LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP AND THE DAVID KATZIN & ASSOCIATES LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, AND PRESLY INVESTMENTS L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND JP MORGAN CHASE BANK, N.A., AS OWNER, HEREBY DEDICATE TO THE CITY THE 91ST AVENUE RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE 91ST AVENUE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNERS. D.T. MOORE LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP AND THE DAVID KATZIN & ASSOCIATES LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP AND PRESLY INVESTMENTS L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND JP MORGAN CHASE BANK, N.A., HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

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

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.

BY: _____
DANA E. MOORE GENERAL PARTNER

BY: _____
DAVID KATZIN GENERAL PARTNER

BY: _____
PRESLY INVESTMENTS, L.L.C.

BY: _____
JP MORGAN CHASE BANK, N.A.

ACKNOWLEDGEMENT
STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.
ON THIS_____DAY OF_____, 2014
BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED DANA E. MOORE WHO ACKNOWLEDGED HIMSELF TO BE THE GENERAL PARTNER OF THE D.T. MOORE LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, AS OWNER BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ACKNOWLEDGEMENT
STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.
ON THIS_____DAY OF_____, 2014
BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THEMSELVES TO BE _____ OF JP MORGAN CHASE BANK, N.A., AS OWNER BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ACKNOWLEDGEMENT
STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.
ON THIS_____DAY OF_____, 2014
BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED DAVID KATZIN WHO ACKNOWLEDGED HIMSELF TO BE THE GENERAL PARTNER OF THE DAVID KATZIN & ASSOCIATES LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, AS OWNER BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ACKNOWLEDGEMENT
STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.
ON THIS_____DAY OF_____, 2014
BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THEMSELVES TO BE _____ OF PRESLY INVESTMENTS L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

GENERAL NOTES

1. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FARTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.

2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDER GROUND AS PART OF THE STREET IMPROVEMENTS.

3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

4. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

5. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT NOT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.

6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.

7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

8. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

9. THE PROPERTY OWNERS IN THE DEVELOPMENT, WILL 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.

10. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. BELL ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND FINAL PLAT OF THE PREMISES RECORDED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY, 2014 AND THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AND WILL BE LOCATED AS SHOWN HEREON.

[redacted]

_____ _____
LEONARD J. ERIE, P.E. L.S. DATE

APPROVALS:

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, AZ
ON THIS ____ DAY OF _____ 2014.

APPROVED BY: _____ _____
CITY ENGINEER DATE

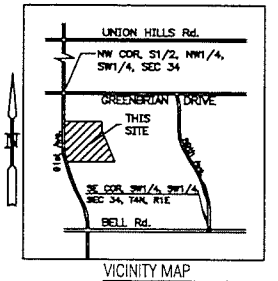
_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

ENGINEER/SURVEYOR
LEN ERIE, P.E., L.S.
ERIE & ASSOCIATES, INC.
3120 NORTH 24TH STREET
PHOENIX, ARIZONA 85016
(602) 954-8399
R.L.S. NO. 18529

BASIS OF BEARING
S89°23'50"W
MONUMENT LINE OF BELL ROAD

LOT AREA
LOT 2A = 178,351.9 S.F.
LOT 2B = 125,277.5 S.F.



VICINITY MAP
(N.T.S.)

LEGAL DESCRIPTION

That portion of the West half of the West half of Section 34, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 34;

Thence South 89 degrees 23 minutes 50 seconds West, along the South line of said Section 34, 45.00 feet;

Thence North 00 degrees 36 minutes 10 seconds West, 55.00 feet to a point on the North right-of-way line of Bell Road;

Thence South 89 degrees 23 minutes 50 seconds West, along said North right-of-way line, 535.82 feet;

Thence North 45 degrees 43 minutes 35 seconds West, along said North right-of-way line, 35.15 feet, to a point on the East right-of-way line of 91st Avenue;

Thence North 00 degrees 23 minutes 11 seconds West, along said East right-of-way line, 220.00 feet, to a point on a tangent curve, concave to the Southwest, having a radius of 1055.00 feet;

Thence along said curve and East right-of-way line, through a central angle of 36 degrees 44 minutes 28 seconds, 676.52 feet, to the Point of Beginning;

Thence North 89 degrees 23 minutes 15 seconds East, 482.22 feet;

Thence North 40 degrees 22 minutes 42 seconds West, 697.10 feet;

Thence North 00 degrees 23 minutes 11 seconds West, 118.81 feet;

Thence South 89 degrees 18 minutes 46 seconds West, 456.32 feet;

Thence South 75 degrees 25 minutes 11 seconds West, 55.00 feet,
to a point on the center line of 91st Avenue, said point also lying on a non-tangent curve, concave Northeasterly, whose radius is 1000.00 feet, a radial bearing from said point bears North 75 degrees 25 minutes 11 seconds East;

Thence Southeasterly, along said curve through a central angle of 25 degrees 47 minutes 54 seconds, 450.27 feet, to a point on a tangent line, said point lying on the center line of 91st Avenue;

Thence South 40 degrees 22 minutes 42 seconds East, 300.00 feet to a point on a tangent curve, concave to the Southwest, whose radius is 1000.00 feet;

Thence Southeasterly, along said curve through a central angle of 03 degrees 15 minute 04 seconds, 56.74 feet;

Thence North 52 degrees 52 minutes 21 seconds East, 55.00 feet to the Point of Beginning;

SAID parcel containing 347,419.1 square feet or 7.98 acres more or less, subject to existing easements and rights-of-way.

FLOOD INSURANCE RATE MAP (FIRM) INFORMATION R140011

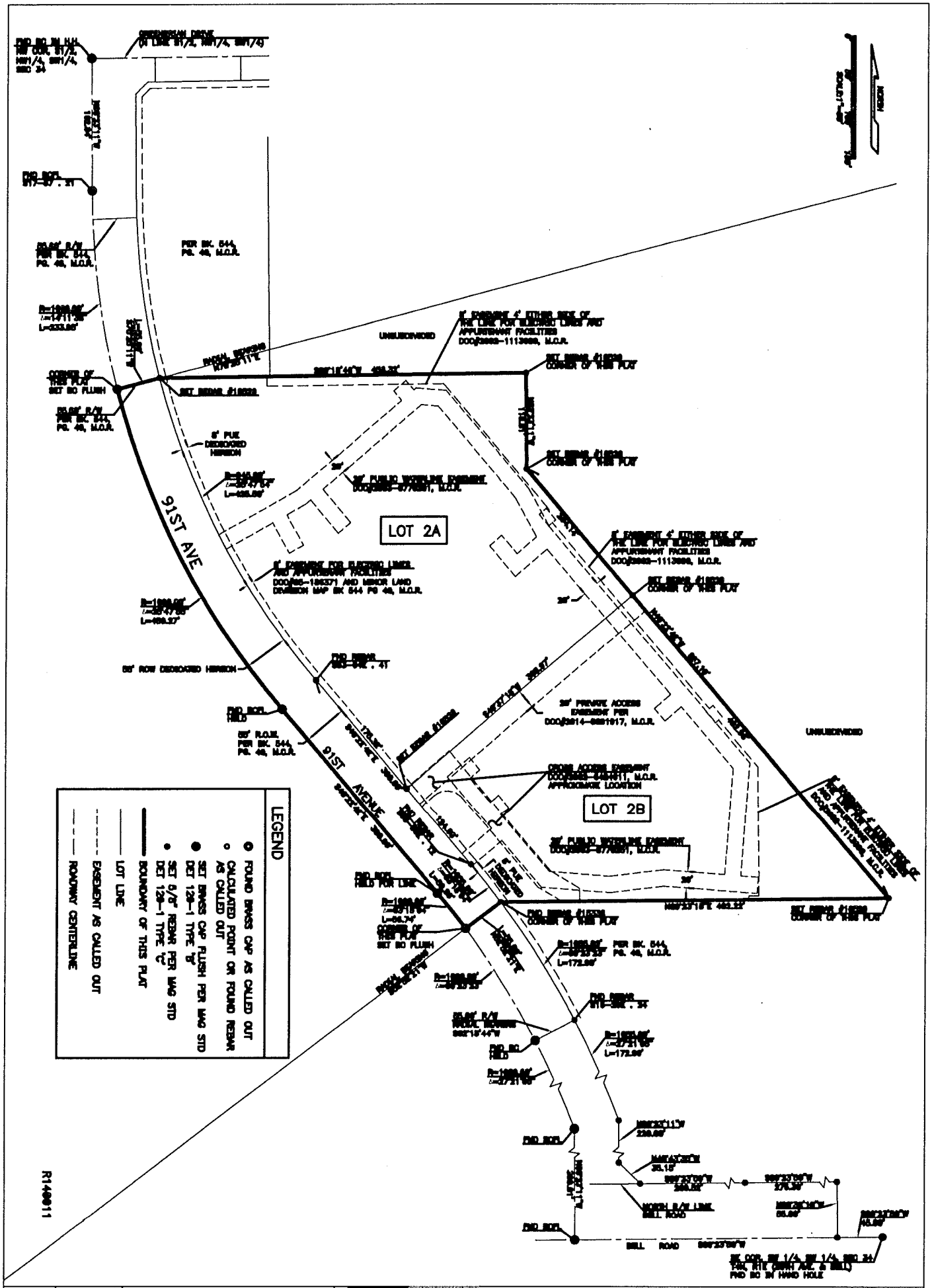
MAP NUMBER COMMUNITY NUMBER	PANEL NUMBER PANEL DATE	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION (IN AO ZONE, USE DEPTH)
04013C1340L	1340	L	10-16-2013	SHADED ZONE "X"	N/A
040050	10-16-2013				

FINAL PLAT
FOR "91ST AVENUE AND BELL ROAD II" SUBDIVISION

30

ERIE & ASSOCIATES, INC.
3120 N. 24th ST.
PHOENIX, ARIZONA 85016
(602) 954-8399

JOB NO 1403.06
DATE 05/08/2014
SCALE -
DRAWN J.L.M.
DESIGN L.J.E.
CHECKED L.J.E.
SHEET NO
1 OF 2



R149911

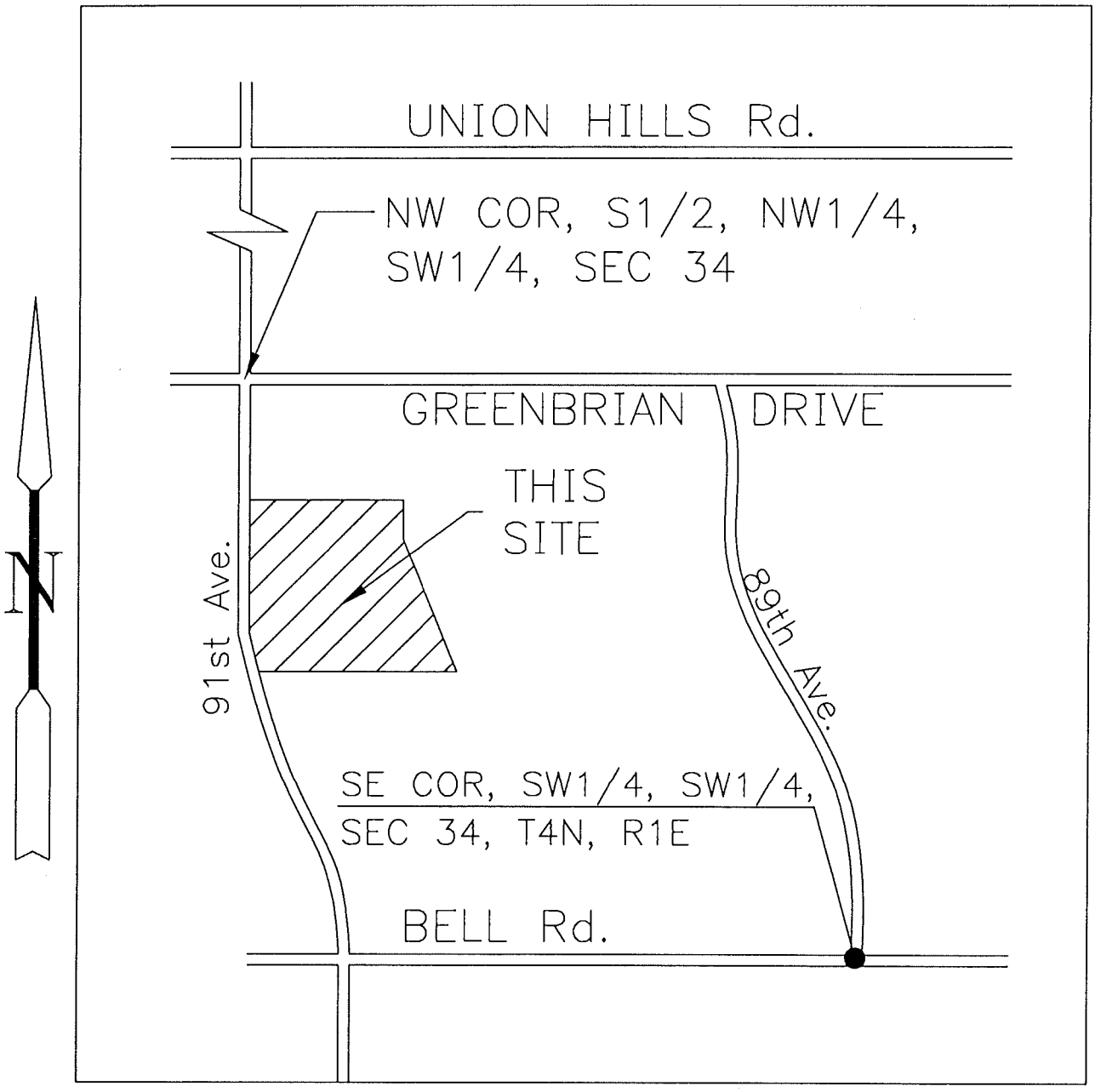
JOB NO	140126
DATE	05/08/2014
SCALE	1"=30'
DRAWN	J.J.K.
DESIGN	J.J.K.
CHECKED	J.J.K.
SHEET NO.	2 OF 2

ERIE & ASSOCIATES, INC.
3120 N. 24th ST.
PHOENIX, ARIZONA 85016
(602) 954-6309

30
TOWN OF GLENDALE
ERIE & ASSOCIATES

FINAL PLAT

FOR "91ST AVENUE AND BELL ROAD II" SUBDIVISION



VICINITY MAP

(N.T.S.)

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C

Date Prepared: September 17, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, Blackstone at Vistancia Parcels A3 & B14, Lone Mountain Road and Sunrise Point (Project No. R140041)**

Purpose:

This is a request for City Council to approve a Final Plat of Blackstone at Vistancia Parcels A3 & B14, located on Lone Mountain Road and Sunrise Point, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water\sewer service area. This final plat creates a total of 52 new lots within

the Blackstone at Vistancia Community. All internal roadways are private and will be maintained by the HOA.

Previous Actions:

The preliminary plat was reviewed by the City and completed in April 2014 and no changes were made to the proposed Final Plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT
OF
"BLACKSTONE AT VISTANCIA, PARCELS A3 & B14"
PEORIA, ARIZONA

A RE-PLAT OF TRACT E-1 AS SHOWN ON THE AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE & SUNRISE POINT RECORDED IN BOOK ___ OF MAPS, PAGE ___ MCR AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BLACKSTONE COUNTRY CLUB, AN ARIZONA NON-PROFIT CORPORATION, AND BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (HEREINAFTER REFERRED TO IN THIS PLAT AS "THE MASTER DEVELOPER"), AS OWNERS, DO HEREBY PUBLISH THIS FINAL PLAT OF "BLACKSTONE AT VISTANCIA, PARCELS A3 & B14" BEING A RE-PLAT OF TRACT "E-1" AS SHOWN ON THE AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE & SUNRISE POINT RECORDED IN BOOK ___ OF MAPS, PAGE ___, MCR AND BEING A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "BLACKSTONE AT VISTANCIA, PARCELS A3 & B14" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN TRACT "E-1" OF THE AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE & SUNRISE POINT RECORDED IN BOOK ____ OF MAPS, PAGE ___, MCR SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS PLAT.

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

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "AA", "BB", "DD", "EE", AND "AAA". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE MASTER DEVELOPER, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE (RETENTION BASINS(S), PPE STORAGE SYSTEMS(S), OR ANY DRAINAGE FACILITIES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH SAFETY. AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OR THE EASEMENT.

AS USED HEREIN, THE TERM "MAINTENANCE CORPORATION DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTANCIA, DATED JULY 9, 2003 AND RECORDED JULY 9, 2003, IN INSTRUMENT NO. 2003-898772, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND AMENDED. THE TERM "MAINTENANCE CORPORATION" SHALL MEAN AND REFER TO VISTANCIA MAINTENANCE CORPORATION (V.M.C.), AN ARIZONA NON-PROFIT CORPORATION.

AS USED HEREIN, THE TERM "BLACKSTONE DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS, AND EASEMENTS FOR BLACKSTONE AT VISTANCIA, RECORDED AUGUST 11, 2005, IN INSTRUMENT NO. 2005-1147459, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND/OR AMENDED; AND, THE TERM "BLACKSTONE ASSOCIATION" SHALL MEAN AND REFER TO BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

SUBJECT TO THE TERMS OF THE BLACKSTONE DECLARATION, TRACTS "A", "B", "C", "D", "E", "F", "AA", AND "AAA" ARE DECLARED TO BE "VILLAGE COMMON AREAS" (AS DEFINED IN THE MAINTENANCE CORPORATION DECLARATION) AND COMMON AREAS (AS DEFINED IN THE BLACKSTONE DECLARATION), WHICH (1) IS RESERVED EXCLUSIVELY FOR THE USE OF THE MEMBERS (AS DEFINED IN THE BLACKSTONE DECLARATION) AND THEIR RESPECTIVE PERMITTEES (AS DEFINED IN THE BLACKSTONE DECLARATION), AND (2) SHALL BE CONVEYED TO, AND LANDSCAPING AND DRAINAGE FACILITIES THEREIN SHALL BE MAINTAINED BY, THE BLACKSTONE ASSOCIATION, PURSUANT TO THE TERMS OF THE BLACKSTONE DECLARATION. THE FOREGOING TRACTS SHALL BE USED FOR DRAINAGE AND/OR OTHER PURPOSES AS MORE FULLY SET FORTH IN THE "TRACT SUMMARY TABLE" SHOWN HEREIN, ANY TRACT DECLARATION HEREAFTER RECORDED WITH RESPECT TO ANY OR ALL OF THE FOREGOING TRACTS MAY SET FORTH ADDITIONAL COVENANTS, CONDITIONS AND/OR RESTRICTIONS WITH RESPECT TO ANY OR ALL OF THE FOREGOING TRACTS AND/OR THE USE THEREOF (INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS WHICH FURTHER LIMIT THE PERSONS ENTITLED TO USE ANY OR ALL OF SUCH TRACTS).

TRACT "AAA" IS HEREBY DEDICATED TO AND CONVEYED TO THE BLACKSTONE ASSOCIATION FOR THE PURPOSE OF PRIVATE STREETS/ACCESS. THE BLACKSTONE ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE STREETS/ACCESS, A PUBLIC UTILITIES EASEMENT, PUBLIC WATER EASEMENT, PUBLIC SEWER EASEMENT, INGRESS AND EGRESS FOR REFUSE COLLECTION, EMERGENCY AND SERVICE TYPE ACCESS ARE HEREBY DEDICATED OVER TRACT "AAA".

THE MASTER DEVELOPER, AS OWNER, HEREBY DECLARES THAT EFFECTIVE AS OF THE DATE OF THE RECORDATION OF THIS PLAT, THE PROPERTY WITHIN "BLACKSTONE AT VISTANCIA, PARCELS A3 & B14" SHALL BE HELD, SOLD, CONVEYED, ENCUMBERED, HYPOTHECATED, LEASED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THE FOLLOWING RESTRICTION: THE PRIVATE STREETS DEPICTED ON THIS PLAT SHALL BE PRIVATE AND SHALL NOT BE DEDICATED TO PUBLIC USE UNTIL SUCH TIME AS ALL OWNERS (i.e. 100%) OF THE LOTS WITHIN THIS PLAT VOTE TO APPROVE SUCH STREETS BEING DEDICATED TO PUBLIC USE AND SUCH DEDICATION IS ACCEPTED BY THE CITY. IF THE DEDICATION OF SUCH STREETS TO PUBLIC USE IS APPROVED BY 100% OF SUCH OWNERS AND ACCEPTED BY THE CITY, THE CITY WILL REQUIRE (AS A CONDITION TO ITS ACCEPTANCE OF SUCH DEDICATION), THAT SUCH STREETS SHALL BE UPGRADED TO THE THEN-CURRENT CITY STANDARDS, AT NO EXPENSE TO THE CITY (i.e. SUCH UPGRADING SHALL BE AT THE EXPENSE OF SUCH OWNERS AND/OR A HOMEOWNERS ASSOCIATION THAT INCLUDES SUCH OWNERS. THIS RESTRICTION MAY BE AMENDED ONLY UPON THE WRITTEN CONSENT OF THE CITY AND ALL OWNERS (i.e. 100%) OF THE LOTS WITHIN THIS PLAT.

DEDICATION (CONT.)

THE MASTER DEVELOPER, 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 PUBLIC WATER AND/OR SEWER EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ACCESS AND ENTER UPON, OVER, ACROSS, AND UNDER THE SURFACE, FOR ACCESS, CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF PUBLIC WATER AND SEWER LINES OVER, UNDER, AND ACROSS TRACTS "A", "C", "D", "E", "F", "DD", "EE", "FF", AND "AAA" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA. TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER AND SEWER LINES SUBJECT TO NOTES 1, 2, 3, AND 4. AND THE GRANTOR 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 PUBLIC WATER AND SEWER LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE 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.

TRACTS "BB", "CC", "DD", "FF", AND "GG" SHALL BE USED FOR PURPOSES OF GOLF COURSE AND/OR OPEN SPACE AND DRAINAGE AND OTHER PURPOSES AS MORE FULLY SET FORTH IN THE "TRACT SUMMARY TABLE" SHOWN HEREIN ON PAGE 2 OF THIS FINAL PLAT, AND SAID TRACTS SHALL BE MAINTAINED BY THE OWNER THEREOF.

TRACT "EE" SHALL BE OWNED AND MAINTAINED BY VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE PURPOSE OF FUTURE DEVELOPMENT.

THE UNDERSIGNED VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED
THIS_____DAY OF_____, 2014.

VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SLF III - VPMM, LLC, A TEXAS LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: SLF III - VISTANCIA, LLC, A TEXAS LIMITED LIABILITY COMPANY,
ITS SOLE AND MANAGING MEMBER

BY: STRATFORD LAND FUND III, L.P., A DELAWARE LIMITED PARTNERSHIP,
ITS SOLE AND MANAGING MEMBER

BY: STRATFORD FUND III GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY:_____

ITS:_____

THE UNDERSIGNED BLACKSTONE COUNTRY CLUB, AN ARIZONA NON-PROFIT 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_____DAY OF_____, 2014.

BLACKSTONE COUNTRY CLUB, AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

THE UNDERSIGNED BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT 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_____DAY OF_____, 2014.

BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

ON THIS_____DAY OF_____, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED_____, WHO ACKNOWLEDGED HIMSELF TO BE THE_____OF STRATFORD FUND III GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF STRATFORD LAND FUND III, L.P., A DELAWARE LIMITED PARTNERSHIP, THE SOLE AND MANAGING MEMBER OF SLF III - VISTANCIA, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE SOLE AND MANAGING MEMBER OF SLF III - VPMM, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS_____DAY OF_____, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED_____, WHO ACKNOWLEDGED HIMSELF TO BE THE_____OF BLACKSTONE COUNTRY CLUB, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS_____DAY OF_____, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED_____, WHO ACKNOWLEDGED HIMSELF TO BE THE_____OF BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

BLACKSTONE ASSOC. RATIFICATION AND CONSENT

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

BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION,
AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS_____DAY OF_____, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED_____, WHO ACKNOWLEDGED HIMSELF TO BE THE_____OF BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

SURVEYOR'S STATEMENT

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

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

EXPIRES 6/30/2016

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

BY:
JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
6909 W. RAY ROAD #15
CHANDLER, ARIZONA 85226
(602) 218-7285

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

MAINTENANCE CORP. RATIFICATION AND CONSENT

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

VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS_____DAY OF_____, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED_____, WHO ACKNOWLEDGED HIMSELF TO BE THE_____OF VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

APPROVAL OF VISTANCIA DECLARANT

THE UNDERSIGNED, DECLARANT UNDER THE MAINTENANCE CORPORATION DECLARATION, HEREBY APPROVES THIS PLAT PURSUANT TO SECTION 14.2 OF THE MAINTENANCE CORPORATION DECLARATION.

VISTANCIA LAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SLF III - VISTANCIA, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SOLE AND MANAGING MEMBER

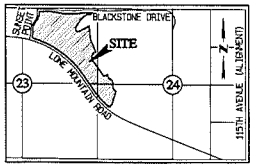
BY: STRATFORD LAND FUND III, L.P., A DELAWARE LIMITED PARTNERSHIP, ITS SOLE AND MANAGING MEMBER

BY: STRATFORD FUND III GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY:_____

ITS:_____

DEVELOPER:
VISTANCIA
6720 North Scottsdale Road, Suite 250
Scottsdale, AZ 85253
623-516-2015



VICINITY MAP
N.T.S

BASIS OF BEARINGS

SOUTH 00°05'30" WEST (ASSUMED) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST AS MEASURED BETWEEN MONUMENTS NUMBERED 11 AND 6 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.

FLOOD PLAIN

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C0815L, DATED OCTOBER 16, 2013, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND ZONE "AE" DEFINED AS AREAS WITH BASE FLOOD ELEVATIONS DETERMINED. CLOMR CASE NO. 14-09-3222R HAS BEEN SUBMITTED TO FEMA FOR THIS PROJECT. SEE PLAT NOTES 17 AND 18 SHOWN ON SHEET 3.

SHEET INDEX

SHEET 1	COVER
SHEET 2	KEY MAP SHEET INDEX, LOT SUMMARY TABLE, TRACT SUMMARY TABLE, AND LEGAL DESCRIPTION.
SHEET 3	CURVE AND LINE TABLES, DETAILS, AND NOTES
SHEETS 4-10	TYPICAL PLAT PLAN SHEETS

STATEMENT OF RE-PLAT

THIS FINAL PLAT OF BLACKSTONE AT VISTANCIA, PARCEL A3, INCLUDES ALL OF TRACT "E-1" OF THE AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE AND SUNRISE POINT RECORDED IN BOOK ___ OF MAPS, PAGE ___, MCR. THE PURPOSE OF THE RE-PLAT OF THE ABOVE MENTIONED TRACT IS TO:

1. TO INCLUDED TRACT "E-1" INTO TRACT "A" OF THIS FINAL PLAT.

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

R140041 SHEET 1 OF 10

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

SURVEYED BY:
ASAM
Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

W:\10570A - Vistancia - A3\COGO\A3 FPLAT\A3 FPLAT.pro Plotted: Wed Sep 17 09:54:28 2014

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter and the Southeast Quarter of Section 23 and the Northwest Quarter and the Southwest Quarter of Section 24, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe stamped "T3N, R1W, S3, 14, 23, 24, dated 1922" for the Northeast corner of said Section 23, from which a found G.L.O monument on 3/4" pipe stamped "23, 24, 1/4 dated 1922" for the East Quarter corner of said Section 23 bears South 00 deg. 05 min. 30 sec. West (Basis of Bearings) - 2640.75 feet,

THENCE South 00 deg. 05 min. 30 sec. West along the East line of the Northeast Quarter of said Section 23, a distance of 154.48 feet,

THENCE North 85 deg. 04 min. 13 sec. West departing said East line, a distance of 121.33 feet to a Point of Curvature of a circular curve to the left, having a radius of 1618.00 feet, a central angle of 01 deg. 48 min. 29 sec., and being subtended by a chord which bears North 85 deg. 58 min. 27 sec. West - 51.05 feet,

THENCE in a westerly direction along said curve to the left, a distance of 51.06 feet to a point of cusp on a circular curve to the left, having a radius of 100.00 feet, a central angle of 63 deg. 14 min. 56 sec., and being subtended by a chord which bears South 35 deg. 08 min. 52 sec. West - 104.87 feet, said point being the TRUE POINT OF BEGINNING,

THENCE in a southwesterly direction along said curve to the left, a distance of 110.39 feet to a point of cusp on a circular curve to the left, having a radius of 185.00 feet, a central angle of 66 deg. 39 min. 09 sec., and being subtended by a chord which bears South 82 deg. 40 min. 56 sec. West - 203.28 feet,

THENCE in a northwesterly and southwesterly direction along said curve to the left, a distance of 215.21 feet,

THENCE South 46 deg. 59 min. 16 sec. West non-tangent to said curve, a distance of 238.80 feet,

THENCE South 31 deg. 48 min. 39 sec. West, a distance of 271.39 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 100.00 feet, a central angle of 51 deg. 57 min. 17 sec., and being subtended by a chord which bears South 38 deg. 42 min. 33 sec. East - 194.04 feet,

THENCE in a southerly direction along said curve to the left, a distance of 265.21 feet,

THENCE North 64 deg. 40 min. 10 sec. East non-tangent to said curve, a distance of 281.00 feet,

THENCE North 51 deg. 51 min. 36 sec. East, a distance of 108.33 feet,

THENCE South 05 deg. 07 min. 39 sec. East, a distance of 472.37 feet,

THENCE South 22 deg. 38 min. 33 sec. East, a distance of 486.11 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 185.00 feet, a central angle of 112 deg. 34 min. 54 sec., and being subtended by a chord which bears South 20 deg. 06 min. 22 sec. West - 307.79 feet,

THENCE in a southeasterly direction along said curve to the left, a distance of 363.51 feet,

THENCE South 35 deg. 16 min. 59 sec. East non-tangent to said curve, a distance of 573.26 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 100.00 feet, a central angle of 133 deg. 53 min. 45 sec., and being subtended by a chord which bears South 87 deg. 09 min. 36 sec. East - 184.03 feet,

THENCE in a southeasterly direction along said curve to the left, a distance of 233.68 feet to a point of cusp on a circular curve to the left, having a radius of 184.72 feet, a central angle of 84 deg. 33 min. 52 sec., and being subtended by a chord which bears South 38 deg. 17 min. 49 sec. East - 248.55 feet,

THENCE in a southeasterly direction along said curve to the left, a distance of 272.63 feet,

THENCE South 18 deg. 05 min. 21 sec. East non-tangent to said curve, a distance of 114.40 feet to the West line of the Re-Plat of Lots 12 and 13 and a portion of Tracts A, B, and C of Blackstone at Vistancia Parcel B2 recorded in Book 831 of maps, Page 10, MCR,

THENCE South 04 deg. 21 min. 17 sec. East along said West line, a distance of 125.97 feet to the most westerly Southwest corner of said Re-Plat,

THENCE South 59 deg. 08 min. 59 sec. East along the South line of said Re-Plat, a distance of 5.35 feet to the West line of Blackstone at Vistancia Parcel B2 recorded in Book 767 of maps, Page 49, MCR,

THENCE South 04 deg. 39 min. 02 sec. West departing said South line and continue along the West line of said Parcel B2, a distance of 65.40 feet,

THENCE South 42 deg. 32 min. 31 sec. East along said West line, a distance of 146.44 feet,

THENCE South 17 deg. 30 min. 36 sec. West along said West line, a distance of 469.53 feet,

THENCE South 39 deg. 35 min. 13 sec. West along said West line, a distance of 142.81 feet to the Southwest corner of said Parcel B2, the Northwest corner of Tract V and the Northeast corner of Tract K as shown in the Map of Dedication of Lone Mountain Road recorded in Book 744 of maps, Page 25, MCR (MOD1), said point being a Point of Curvature radial to said line and being a circular curve to the right, having a radius of 2915.00 feet, a central angle of 10 deg. 06 min. 57 sec., and being subtended by a chord which bears North 45 deg. 21 min. 18 sec. West - 513.99 feet,

THENCE in a northwesterly direction along said curve to the right and along the North line of said Tract K, a distance of 514.66 feet,

THENCE North 05 deg. 35 min. 41 sec. East non-tangent to said curve and continuing along said North line, a distance of 39.39 feet,

THENCE North 54 deg. 38 min. 31 sec. West along said North line and the North lines of Tract J and I of said (MOD1), a distance of 85.15 feet,

THENCE North 83 deg. 41 min. 37 sec. West along the North line of said Tract I, a distance of 7.15 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2915.00 feet, a central angle of 3 deg. 36 min. 52 sec., and being subtended by a chord which bears North 36 deg. 13 min. 37 sec. West - 183.96 feet,

THENCE in a northwesterly direction along said curve to the right and continue along the North line of said Tract I and the North line of Tract E of said (MOD1), a distance of 183.89 feet,

THENCE North 34 deg. 25 min. 12 sec. West tangent to said curve and along the North line of said Tract E, a distance of 624.78 feet to a Point of Curvature of a circular curve to the left, having a radius of 3285.00 feet, a central angle of 39 deg. 30 min. 32 sec., and being subtended by a chord which bears North 54 deg. 10 min. 28 sec. West - 2220.60 feet,

THENCE in a northwesterly direction along said curve to the left and along said North line, a distance of 2265.21 feet,

THENCE North 29 deg. 54 min. 31 sec. West non-tangent to said curve and along said North line, a distance of 37.85 feet,

THENCE North 14 deg. 44 min. 12 sec. East, a distance of 48.15 feet to a Point of Curvature of a circular curve to the left, having a radius of 442.00 feet, a central angle of 6 deg. 44 min. 20 sec., and being subtended by a chord which bears North 11 deg. 22 min. 02 sec. East - 51.56 feet,

THENCE in a northerly direction along said curve to the left, a distance of 51.99 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 20.00 feet, a central angle of 33 deg. 01 min. 43 sec., and being subtended by a chord which bears North 24 deg. 30 min. 43 sec. East - 11.37 feet,

LEGAL DESCRIPTION (CONT...)

THENCE in a northeasterly direction along said curve to the right, a distance of 11.53 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 72.00 feet, a central angle of 39 deg. 01 min. 34 sec., and being subtended by a chord which bears North 21 deg. 30 min. 47 sec. East - 48.10 feet,

THENCE in a northeasterly direction along said curve to the left, a distance of 49.04 feet,

THENCE North 02 deg. 00 min. 00 sec. East tangent to said curve, a distance of 23.19 feet to a Point of Curvature of a circular curve to the left, having a radius of 72.00 feet, a central angle of 36 deg. 27 min. 10 sec., and being subtended by a chord which bears North 16 deg. 13 min. 35 sec. West - 45.04 feet,

THENCE in a northwesterly direction along said curve to the left, a distance of 45.81 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 20.00 feet, a central angle of 36 deg. 27 min. 10 sec., and being subtended by a chord which bears North 16 deg. 13 min. 35 sec. West - 12.51 feet,

THENCE in a northwesterly direction along said curve to the right, a distance of 12.72 feet,

THENCE North 02 deg. 00 min. 00 sec. East tangent to said curve, a distance of 22.50 feet,

THENCE North 50 deg. 09 min. 29 sec. East, a distance of 5.21 feet,

THENCE North 08 deg. 18 min. 58 sec. East, a distance of 23.00 feet,

THENCE North 81 deg. 41 min. 02 sec. West, a distance of 4.46 feet,

THENCE North 08 deg. 18 min. 58 sec. East, a distance of 23.00 feet,

THENCE North 37 deg. 22 min. 39 sec. West, a distance of 5.83 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 348.00 feet, a central angle of 29 deg. 08 min. 12 sec., and being subtended by a chord which bears North 20 deg. 27 min. 30 sec. East - 175.07 feet,

THENCE in a northeasterly direction along said curve to the right, a distance of 176.97 feet,

THENCE North 35 deg. 01 min. 36 sec. East tangent to said curve, a distance of 130.02 feet to a Point of Curvature of a circular curve to the left, having a radius of 472.00 feet, a central angle of 34 deg. 15 min. 24 sec., and being subtended by a chord which bears North 17 deg. 53 min. 54 sec. East - 278.02 feet,

THENCE in a northerly direction along said curve to the left, a distance of 282.20 feet,

THENCE North 00 deg. 46 min. 12 sec. East tangent to said curve, a distance of 55.73 feet,

THENCE North 46 deg. 26 min. 01 sec. East, a distance of 28.46 feet,

THENCE South 87 deg. 54 min. 11 sec. East, a distance of 288.69 feet to a Point of Curvature of a circular curve to the right, having a radius of 1668.00 feet, a central angle of 6 deg. 33 min. 22 sec., and being subtended by a chord which bears South 84 deg. 37 min. 30 sec. East - 190.76 feet,

THENCE in an easterly direction along said curve to the right, a distance of 190.86 feet,

THENCE South 81 deg. 20 min. 49 sec. East tangent to said curve, a distance of 312.68 feet to a Point of Curvature of a circular curve to the left, having a radius of 1648.00 feet, a central angle of 13 deg. 36 min. 05 sec., and being subtended by a chord which bears South 88 deg. 08 min. 51 sec. East - 390.30 feet,

THENCE in an easterly direction along said curve to the left, a distance of 391.22 feet,

THENCE North 85 deg. 03 min. 06 sec. East tangent to said curve, a distance of 454.96 feet to a Point of Curvature of a circular curve to the right, having a radius of 1618.00 feet, a central angle of 8 deg. 04 min. 12 sec., and being subtended by a chord which bears North 89 deg. 05 min. 12 sec. East - 227.71 feet,

THENCE in an easterly direction along said curve to the right, a distance of 227.90 feet to the POINT OF BEGINNING, containing 3,630,970 square feet or 83.356 acres of land, more or less.

TRACT SUMMARY TABLE

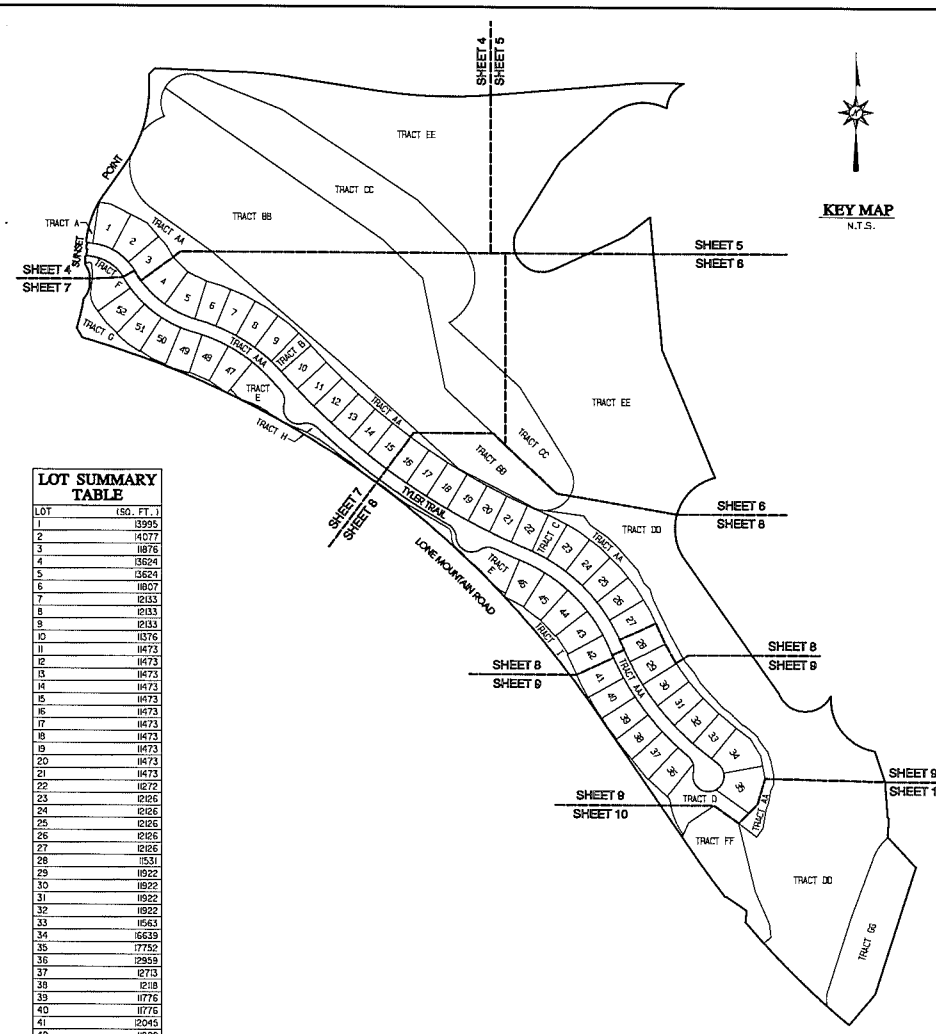
TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	2612	C.A., L.S., O.S., P.U.E., U.V.E., W.E.	H.O.A.
B	7770	C.A., D.E., L.S., O.S., P.U.E.	H.O.A.
C	9309	C.A., D.E., L.S., O.S., P.U.E., S.E., W.E.	H.O.A.
D	25737	C.A., D.E., L.S., O.S., P.U.E., S.E., W.E.	H.O.A.
E	48841	C.A., D.E., L.S., O.S., P.U.E.	H.O.A.
F	16871	C.A., L.S., O.S., P.U.E., U.V.E.	H.O.A.
G	20356	C.A., L.S., O.S.	V.M.C.
H	9456	C.A., D.E., L.S., O.S.	V.M.C.
I	20416	C.A., D.E., L.S., O.S., S.E., W.E.	V.M.C.
AA	131495	C.A., L.S., O.S.	H.O.A.
BB	595027	D.E., G.C., L.S., O.S.	B.C.C.
CC	325976	G.C., RESERVED FOR FUTURE DEVELOPMENT	B.C.C.
DD	519743	C.A., G.C., L.S., O.S., S.E., W.E.	B.C.C.
EE	947993	S.E., W.E., RESERVED FOR FUTURE DEVELOPMENT	V.S.
FF	60673	S.E., MAINTENANCE FACILITY	B.C.C.
GG	95294	D.E., G.C., L.S., O.S.	B.C.C.
AAA	152522	C.A., P.R., S.E., W.E.	H.O.A.
2,990,091 TOTAL AREA OF TRACTS (SQ. FT.)			

LAND USAGE LEGEND

C.A.	COMMON AREA
D.E.	DRAINAGE EASEMENT
G.C.	GOLF COURSE
L.S.	LANDSCAPE
O.S.	OPEN SPACE
P.R.	PRIVATE ROADWAY
P.U.E.	PUBLIC UTILITY EASEMENT
S.E.	CITY OF PEORIA SEWER EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
W.E.	CITY OF PEORIA WATER EASEMENT

MAINTENANCE LEGEND

H.O.A.	BLACKSTONE AT VISTANCIA COMMUNITY ASSOCIATION
B.C.C.	BLACKSTONE COUNTRY CLUB
V.S.	VISTANCIA SOUTH, LLC
V.M.C.	VISTANCIA MAINTENANCE CORPORATION



KEY MAP
N.T.S.

LOT SUMMARY TABLE

LOT	(SQ. FT.)
1	13995
2	14077
3	11876
4	13624
5	13624
6	11807
7	12133
8	12133
9	12133
10	11376
11	11473
12	11473
13	11473
14	11473
15	11473
16	11473
17	11473
18	11473
19	11473
20	11473
21	11473
22	11272
23	12126
24	12126
25	12126
26	12126
27	12126
28	11531
29	11922
30	11922
31	11922
32	11922
33	11563
34	16639
35	17752
36	12959
37	12713
38	12118
39	11776
40	11776
41	12045
42	11902
43	12527
44	12756
45	12756
46	12404
47	12542
48	12542
49	11870
50	12576
51	12883
52	12576
TOTAL	640,879

DRAFT
EXPIRES 6/30/2016

DRAFT
EXPIRES 6/30/2016

R140041 SHEET 2 OF 10

PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
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SURVEYED BY:
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BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

W:\105701A - Vistancia - A3\CGO\A3 FPLAT\A3 FPLAT.pro Plotted: Wed Sep 17 09:55:02 2014

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #1175.

2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.

3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.

4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN TRACTS "A", "B", "C", "D", "E", "F", "AA", AND "AAA" SHALL BE THE RESPONSIBILITY OF THE BLACKSTONE ASSOCIATION.

5. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN TRACTS "BB", "CC", "DD", "FF", AND "GG" SHALL BE THE RESPONSIBILITY OF THE BLACKSTONE COUNTRY CLUB.

6. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN TRACTS "G", "H", AND "I" SHALL BE THE RESPONSIBILITY OF THE VISTANCIA MAINTENANCE CORPORATION.

7. 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.

8. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.

9. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.

10. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

11. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

12. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LONE MOUNTAIN ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

13. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).

14. 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.

15. THE UNDERLYING ZONING FOR THE SUBJECT PROPERTY IS VISTANCIA SOUTH PCD VRD-10. THE ASSOCIATED BULK REQUIREMENTS (HEIGHT, SETBACKS, ETC.) FOR THIS ZONE SHALL APPLY.

16. THIS SUBDIVISION HAS A REDUCED LEVEL OF STREETLIGHTING. ANY FUTURE ADDITIONAL STREETLIGHTING WILL BE AT THE EXPENSE OF THE ABUTTING PROPERTY OWNERS, NOT AT CITY EXPENSE.

17. LOTS 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, AND 34 SHOWN HEREIN ARE CURRENTLY AFFECTED BY THE EXISTING FEMA EFFECTIVE 100-YEAR FLOOD HAZARD AREA. THE AFFECTED LOTS ARE TO BE REMOVED FROM THE FLOOD HAZARD AREA UPON COMPLETION OF THE LETTER OF MAP REVISION IN SUPPORT OF PROJECT. THE PROPOSED 100-YEAR FLOODWAY & FLOODPLAIN REVISIONS ARE REPRESENTED HEREIN BASED UPON THE CONDITIONAL LETTER OF MAP REVISION CASE NO. 14-09-3202R.

18. LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 23, 24, 25, 26, 27, 32, 33, 34, AND 35 SHOWN HEREIN ARE CURRENTLY AFFECTED BY THE EROSION HAZARD ZONE PER THE LEVEL III SETBACK ANALYSIS FOR LAKELAND VILLAGE MASTER PLANNED COMMUNITY REVISED JUNE 4, 2002, PREPARED BY CMS, L.L.C., ERIE & ASSOCIATES, INC. AND GEOLOGICAL CONSULTANTS, INC. THE AFFECTED LOTS ARE TO BE REMOVED FROM THE EROSION HAZARD ZONE UPON COMPLETION OF THE PROJECT. REFER TO THE BLACKSTONE AT VISTANCIA PARCEL A-3 CIVIL IMPROVEMENT PLANS FOR EROSION PROTECTION MEASURES FOR THE AFFECTED LOTS.

RECORD DOCUMENT:

(R1) MAP OF DEDICATION OF LONE MOUNTAIN ROAD BK. 744, PG. 25, MCR

(R2) AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE & SUNRISE POINT BK. ____, PG. ___, MCR

(R3) DOC. NO. 2005-1915982, MCR

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	1618.00'	51.06'	1°48'29"	N85°58'27"W	51.05'
C2	100.00'	110.39'	63°14'56"	S35°08'52"W	104.87'
C3	185.00'	215.21'	66°39'09"	S82°40'56"W	203.28'
C4	100.00'	265.21'	151°57'17"	S38°42'33"E	194.04'
C5	185.00'	363.51'	112°34'54"	S20°08'22"W	307.79'
C6	100.00'	233.69'	133°53'45"	S87°09'36"E	184.03'
C7	184.72'	272.63'	84°33'52"	S38°17'49"E	248.55'
C8	2915.00'	514.66'	10°06'57"	N45°21'18"W	513.99'
C9	2915.00'	183.89'	3°36'52"	N36°13'37"W	183.86'
C10	3285.00'	2265.21'	39°30'32"	N54°10'28"W	2220.60'
C11	442.00'	51.99'	6°44'20"	N11°22'02"E	51.96'
C12	20.00'	11.53'	33°01'43"	N24°30'43"E	11.37'
C13	72.00'	49.04'	39°01'34"	N21°30'47"E	48.10'
C14	72.00'	45.81'	36°27'10"	N16°13'35"W	45.04'
C15	20.00'	12.72'	36°27'10"	N16°13'35"W	12.51'
C16	348.00'	176.97'	29°08'12"	N20°27'30"E	175.07'
C17	472.00'	282.20'	34°15'24"	N17°53'54"E	278.02'
C18	1668.00'	190.86'	6°33'22"	S84°37'30"E	190.76'
C19	1648.00'	391.22'	13°36'05"	S88°08'51"E	390.30'
C20	1618.00'	227.90'	8°04'12"	N89°05'12"E	227.71'
C21	100.43'	260.71'	148°44'05"	N45°35'57"E	193.43'
C22	185.00'	101.19'	31°20'23"	N54°34'00"E	99.94'
C23	185.00'	217.04'	67°13'04"	N22°43'00"W	204.80'
C24	183.08'	335.24'	104°54'54"	N06°55'52"E	290.33'
C25	100.03'	103.17'	59°05'37"	N00°38'34"W	98.66'
C26	100.03'	110.31'	63°11'06"	N60°29'48"E	104.81'
C27	100.03'	58.71'	33°37'43"	N71°05'48"W	57.87'
C28	2373.00'	40.15'	0°58'10"	N41°47'07"W	40.15'
C29	55.00'	54.78'	57°04'09"	N13°44'08"W	52.55'
C30	55.00'	113.85'	118°36'12"	N44°30'10"W	94.59'
C31	55.00'	54.78'	57°04'09"	N75°16'11"W	52.55'
C32	55.00'	54.78'	57°04'09"	N32°01'17"W	52.55'
C33	55.00'	113.85'	118°36'12"	N62°47'19"W	94.59'
C34	55.00'	54.78'	57°04'09"	N86°26'39"E	52.55'
C35	2373.00'	101.20'	2°26'36"	N66°14'35"W	101.19'
C36	55.00'	61.29'	63°50'43"	N17°50'25"W	58.17'
C37	55.00'	235.71'	245°32'51"	N71°18'31"E	92.49'
C38	184.15'	93.82'	29°11'26"	N34°43'35"E	92.81'
C39	100.25'	61.21'	34°58'55"	N03°01'46"E	60.26'
C40	275.00'	126.54'	26°21'49"	N21°32'31"W	125.42'
C41	30.00'	22.60'	43°09'28"	N29°56'20"W	22.07'
C42	200.00'	78.88'	22°35'56"	N50°41'13"W	78.37'
C43	375.00'	79.24'	12°06'26"	N45°26'28"W	79.09'
C44	195.00'	36.64'	10°45'57"	N46°06'42"W	36.59'
C45	175.00'	33.87'	11°05'27"	N46°16'27"W	33.82'
C46	60.00'	56.84'	54°16'45"	N24°40'47"W	54.74'
C47	30.00'	32.65'	62°21'50"	N28°43'20"W	31.07'
C48	612.00'	147.38'	13°47'53"	N56°50'13"W	147.03'
C49	326.00'	51.58'	9°03'56"	N54°28'14"W	51.53'
C50	450.00'	87.65'	11°09'38"	N53°25'23"W	87.52'
C51	222.00'	43.19'	11°08'47"	N53°24'58"W	43.12'
C52	280.00'	43.71'	8°56'39"	N54°31'02"W	43.66'
C53	550.00'	168.82'	17°35'12"	N58°50'19"W	168.16'
C54	475.00'	108.07'	13°02'08"	N61°06'51"W	107.84'
C55	290.00'	93.66'	18°30'20"	N63°50'57"W	93.26'
C56	70.00'	44.07'	36°04'22"	N55°03'56"W	43.35'
C57	100.00'	21.56'	12°21'14"	N43°12'22"W	21.52'
C58	75.00'	56.26'	42°58'48"	N14°38'11"W	54.95'
C59	200.00'	47.63'	13°38'39"	N00°01'53"E	47.51'

MONUMENT NOTES

[6] EAST QUARTER CORNER OF SECTION 23, FOUND GLO MONUMENT ON 3/4" PIPE STAMPED: 23, 24 1/4 DATED 1922.

[9] FOUND CITY OF PEORIA BRASS CAP FLUSH

[11] NORTHEAST CORNER OF SECTION 23, FOUND GLO MONUMENT ON 2" PIPE STAMPED: T5N, R1W, 13, 14, 23, 24, DATED 1922.

[25] NORTH QUARTER CORNER OF SECTION 23, FOUND GLO MONUMENT ON 3/4" PIPE STAMPED: 14, 23 1/4, DATED 1922.

[26] FOUND 1/2" REBAR WITH CAP RLS# 21780

LINE TABLE

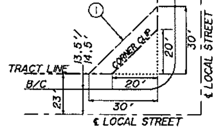
LINE	BEARING	DISTANCE
L1	S59°08'59"E	5.35'
L2	S04°39'02"W	65.40'
L3	N05°35'41"E	39.39'
L4	N54°38'31"W	85.15'
L5	N83°41'37"W	7.15'
L6	N29°54'31"W	37.85'
L7	N14°44'12"E	48.15'
L8	N02°00'00"E	23.19'
L9	N02°00'00"E	22.50'
L10	N50°09'29"E	5.21'
L11	N08°18'58"E	23.00'
L12	N81°41'02"W	4.46'
L13	N08°18'58"E	23.00'
L14	N37°22'39"W	5.83'
L15	N00°46'12"E	55.73'
L16	N46°26'01"E	28.46'
L17	N81°41'02"W	27.28'
L18	N81°41'02"W	22.81'
L19	N81°41'02"W	22.81'
L20	N45°29'50"E	20.00'
L21	N27°12'41"E	20.00'
L22	N23°58'51"W	34.76'
L23	N23°58'51"W	34.76'
L24	N23°58'51"W	34.76'
L25	N51°27'54"W	68.71'
L26	N38°32'06"E	32.00'
L27	N47°45'41"E	33.95'
L28	N07°07'33"W	46.75'
L29	N78°28'23"W	23.44'
L30	N89°42'07"W	34.55'
L31	N55°34'48"E	55.98'
L32	N55°34'48"E	45.44'
L33	N19°37'52"E	56.13'
L34	N19°37'52"E	97.98'
L35	N19°37'52"E	109.31'
L36	N35°32'06"E	91.27'
L37	N20°02'29"E	19.17'
L38	N06°47'26"W	20.35'
L39	S87°34'17"W	21.62'

LINE TABLE

LINE	BEARING	DISTANCE
L40	S82°39'27"E	139.74'
L41	S35°51'50"E	41.74'
L42	S55°37'40"E	69.27'
L43	S47°13'40"E	43.71'
L44	S41°18'03"E	116.85'
L45	S25°36'31"E	52.97'
L46	S49°08'43"E	26.37'
L47	S18°28'56"E	42.00'
L48	S25°57'33"E	137.38'
L49	S28°50'22"E	105.16'
L50	S40°47'15"E	50.22'
L51	S30°21'37"E	42.57'
L52	S42°15'41"E	122.16'
L53	S55°16'16"E	23.08'
L54	S46°43'31"E	64.72'
L55	S61°42'53"E	16.30'
L56	S49°35'12"E	52.03'
L57	S25°15'10"E	16.24'
L58	S36°15'00"E	49.14'
L59	S18°54'21"E	39.70'
L60	S10°45'02"E	46.34'
L61	S00°13'40"W	33.41'
L62	S26°36'49"W	23.42'
L63	S10°18'25"W	45.19'
L64	S19°42'52"W	20.67'
L65	S09°42'53"W	70.39'
L66	S34°16'21"W	38.59'
L67	N52°45'39"W	80.70'
L68	N24°18'05"W	47.56'
L69	N59°58'02"W	47.56'
L70	N06°51'13"E	34.90'

LEGEND

●	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C"
⊕	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120 TYPE "B"
▲	REFERENCE CORNER SET YELLOW PLASTIC CAP STAMPED "REF .PT RLS #45643"
○	CALCULATED POINT, NOTHING FOUND AND NOTHING SET
(M)	MEASURED
(R)	RECORD
S.E.	SEWER EASEMENT
W.E.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
MCR	MARICOPA COUNTY RECORDS
BK.	BOOK
PG.	PAGE
	PLAT BOUNDARY LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	SECTION LINE
	CENTER LINE
	MATCH LINE
	ADJOINER LINE
	FLOODWAY
	FLOODPLAIN
	EROSION HAZARD ZONE
	404 WASH

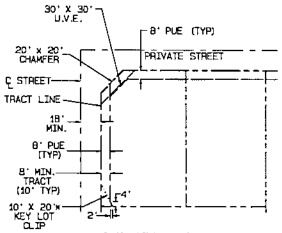


NOTE:
DETAIL PERTAINS TO ALL LOCAL UNCONTROLLED INTERSECTIONS.

(1) = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

TYPICAL U.V.E. DETAIL FOR LOCAL STREETS

N.T.S.



TYPICAL LOT DETAIL

N.T.S.

* KEY LOT CLIPS ARE NOT REQUIRED WITH (10' TYPICAL) SIDE TRACT

DRAFT [redacted] EXPIRES 3/31/2016

DRAFT [redacted] EXPIRES 6/30/2016

R140041

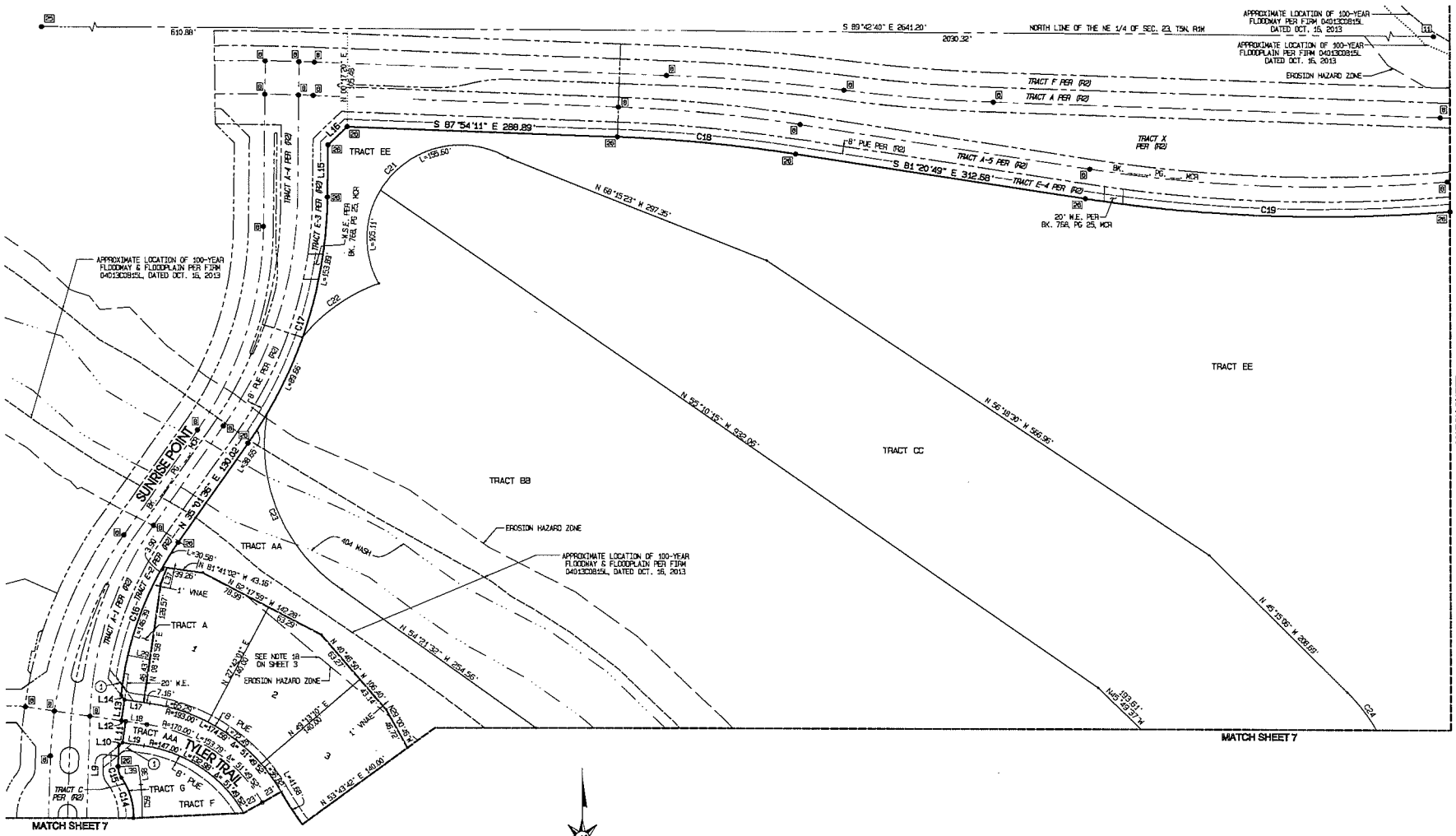
SHEET 3 OF 10

PREPARED BY:

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

SURVEYED BY:

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



GRAPHIC SCALE 1"=50'
0 50 100 150

① = 30' X 30' UNOBSTRUCTED VIEW EASEMENT

DRAFT EXPIRES 3/31/2016

DRAFT EXPIRES 6/30/2016

R140041 SHEET 4 OF 10

PREPARED BY:
GOODWIN MARSHALL
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6909 West Ray Road, Suite 15
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SURVEYED BY:
ASM Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246-9919

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

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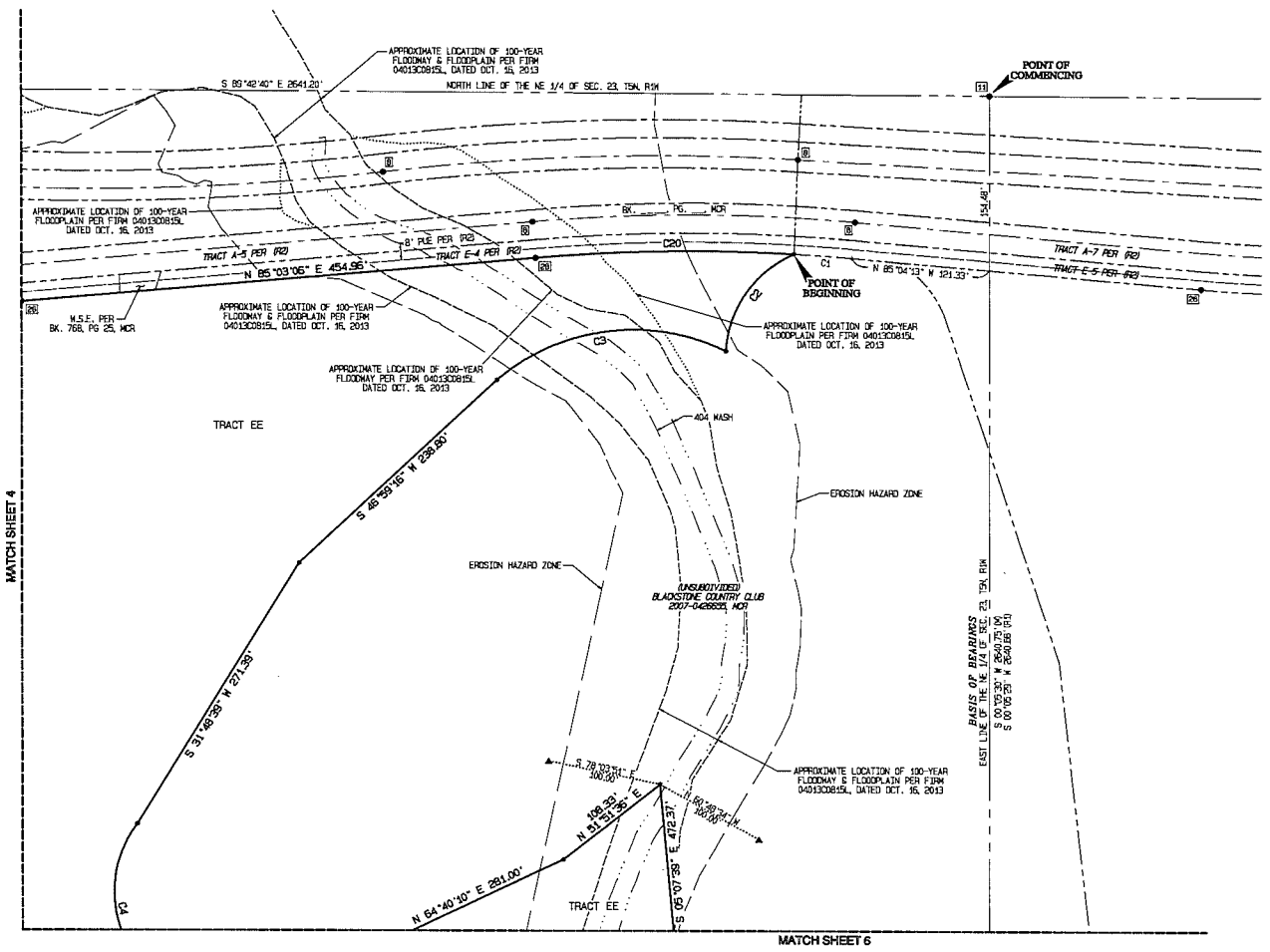

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

R140041 SHEET 5 OF 10

DRAFT EXPIRES 3/31/2016

DRAFT EXPIRES 6/30/2016

PREPARED BY:

GOODWIN MARSHALL
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SURVEYED BY:

ASM Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 245 - 9919

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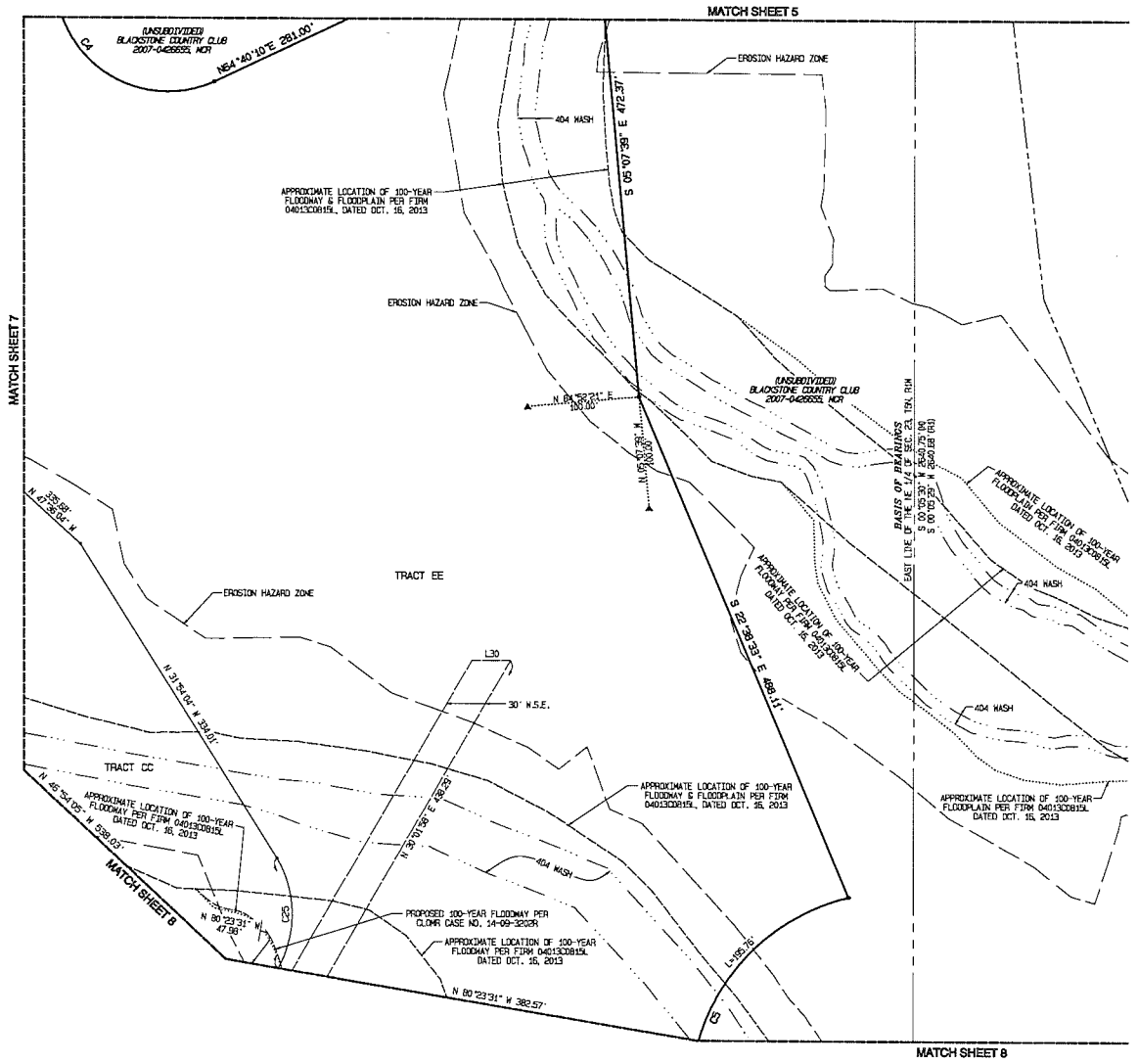

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

R140041 SHEET 6 OF 10

DRAFT EXPIRES 3/31/2016

DRAFT EXPIRES 6/30/2016

PREPARED BY:

GOODWIN MARSHALL
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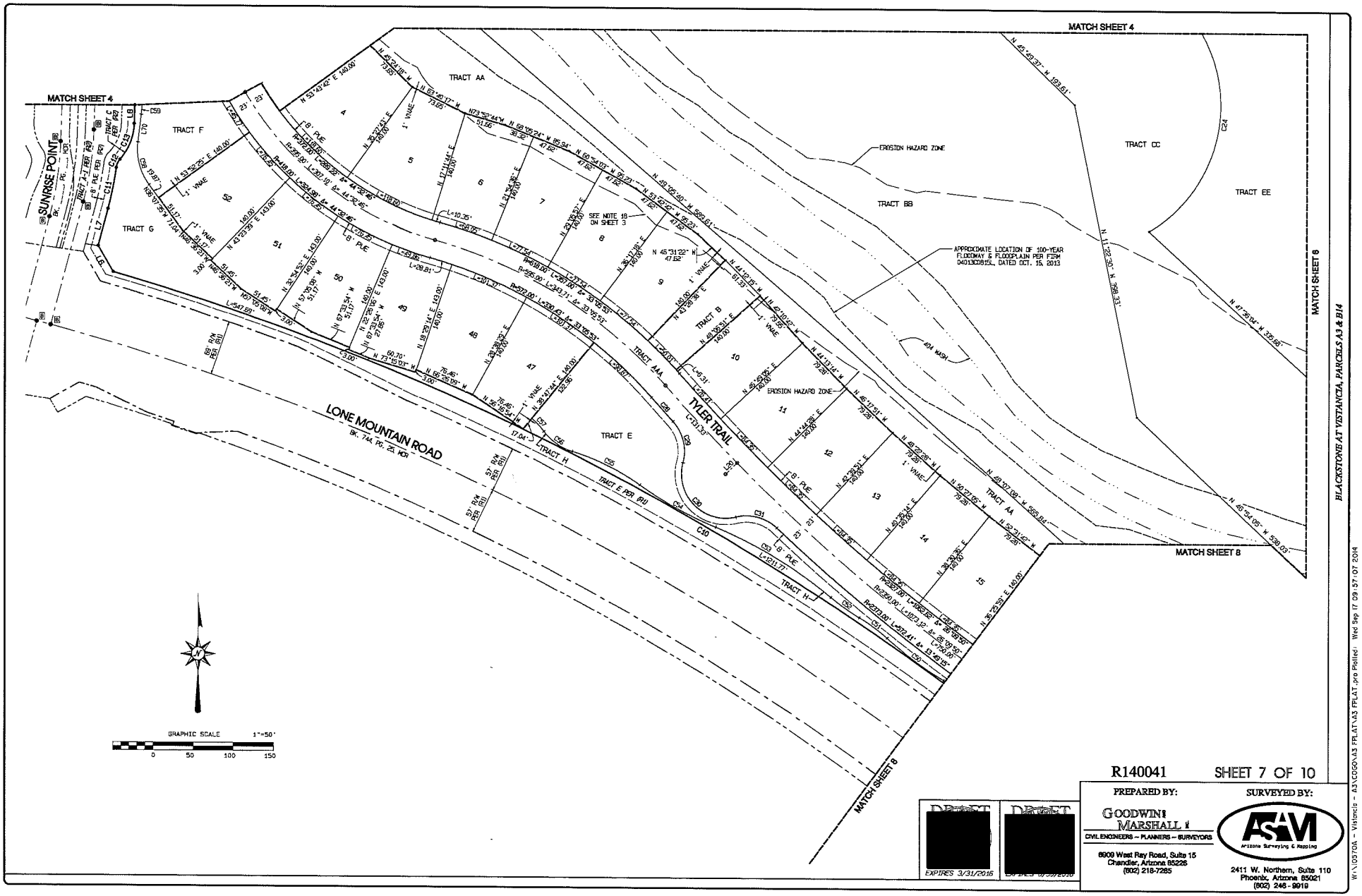
8909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SURVEYED BY:

ASAM
Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 246 - 9619

W:\105704 - Vistancia - A3\COGO\A3 FPLAT\A3 FPLAT.pro Plotted: Wed Sep 17 09:56:48 2014


MATCH SHEET 4
MATCH SHEET 8
SUNRISE POINT
TRACT F
TRACT G
TRACT AA
TRACT BB
TRACT CC
TRACT EE
TRACT E
TRACT B
TRACT AAA
TRACT AA
TRACT H
TRACT E PER (PR)
EROSION HAZARD ZONE
APPROXIMATE LOCATION OF 100-YEAR FLOODWAY & FLOODPLAIN PER FIRM 04013C0815L, DATED OCT. 15, 2013
SEE NOTE 18 ON SHEET 3
404 WASH
TYLER TRAIL
LONE MOUNTAIN ROAD
BK. 744, PG. 25 MCR
GRAPHIC SCALE 1"=50'
0 50 100 150
BLACKSTONE AT VISTANCIA, PARCELS A3 & B14
R140041 SHEET 7 OF 10
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
8909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285
SURVEYED BY:
ASM
Arizona Surveying & Mapping
2411 W. Northern, Suite 110
Phoenix, Arizona 85021
(602) 245 - 9919
DRAFT
EXPIRES 3/31/2016
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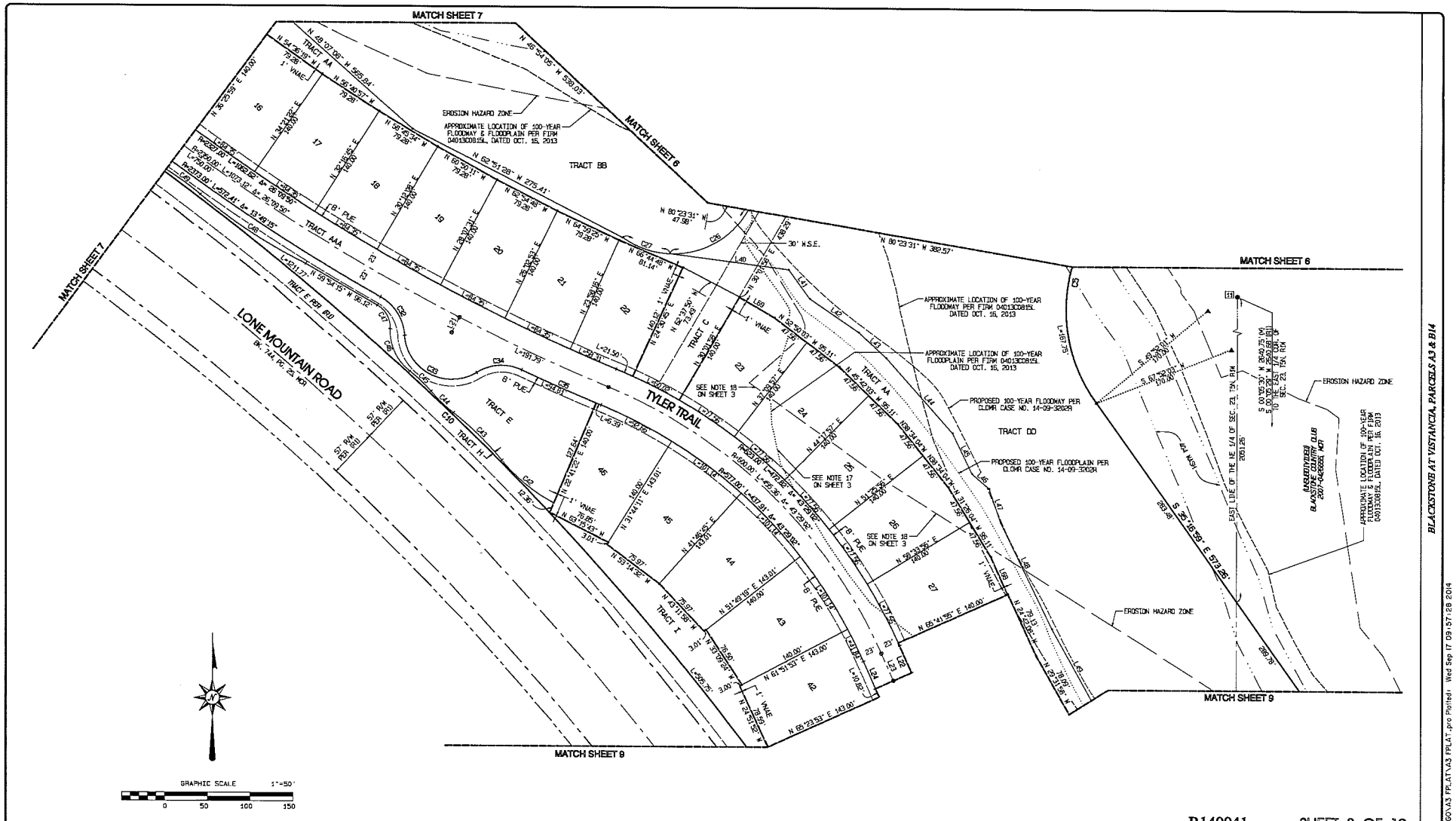

R140041 SHEET 8 OF 10

DRAFT
EXPIRES 3/31/2016

DRAFT

PREPARED BY:

GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 216-7285

SURVEYED BY:

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

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

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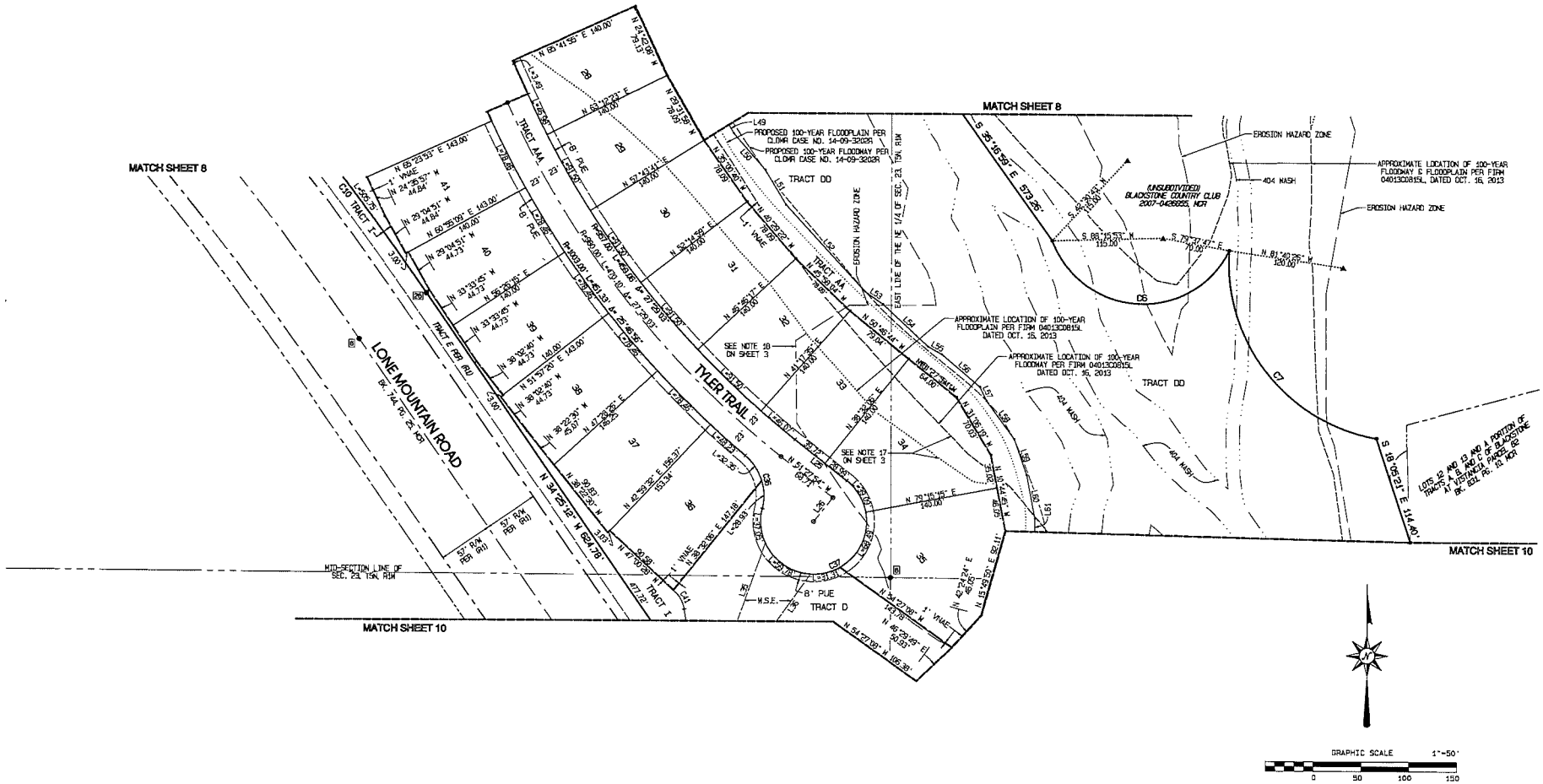

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

R140041 SHEET 9 OF 10

DRAFT EXPIRES 3/31/2016

DRAFT EXPIRES 6/30/2016

PREPARED BY:

GOODWIN MARSHALL

CIVIL ENGINEERS – PLANNERS – SURVEYORS

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ASM Arizona Surveying & Mapping

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Phoenix, Arizona 85021
(602) 248 - 9919

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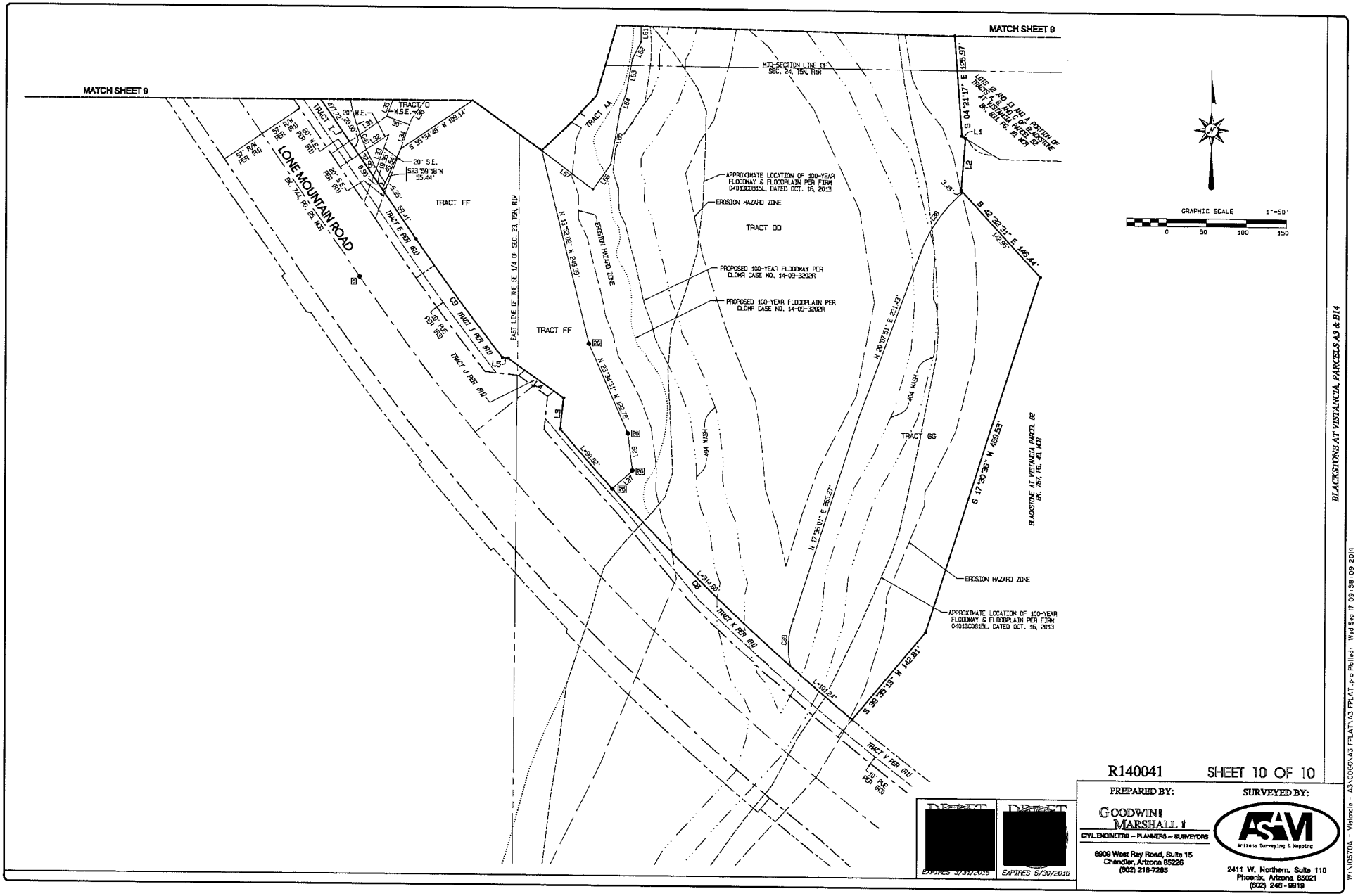

BLACKSTONE AT VISTANCIA, PARCELS A3 & B14

R140041 SHEET 10 OF 10

PREPARED BY:

GOODWIN MARSHALL

CIVIL ENGINEERS – PLANNERS – SURVEYORS

6909 West Ray Road, Suite 15
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DRAFT EXPIRES 3/31/2016

DRAFT EXPIRES 6/30/2016

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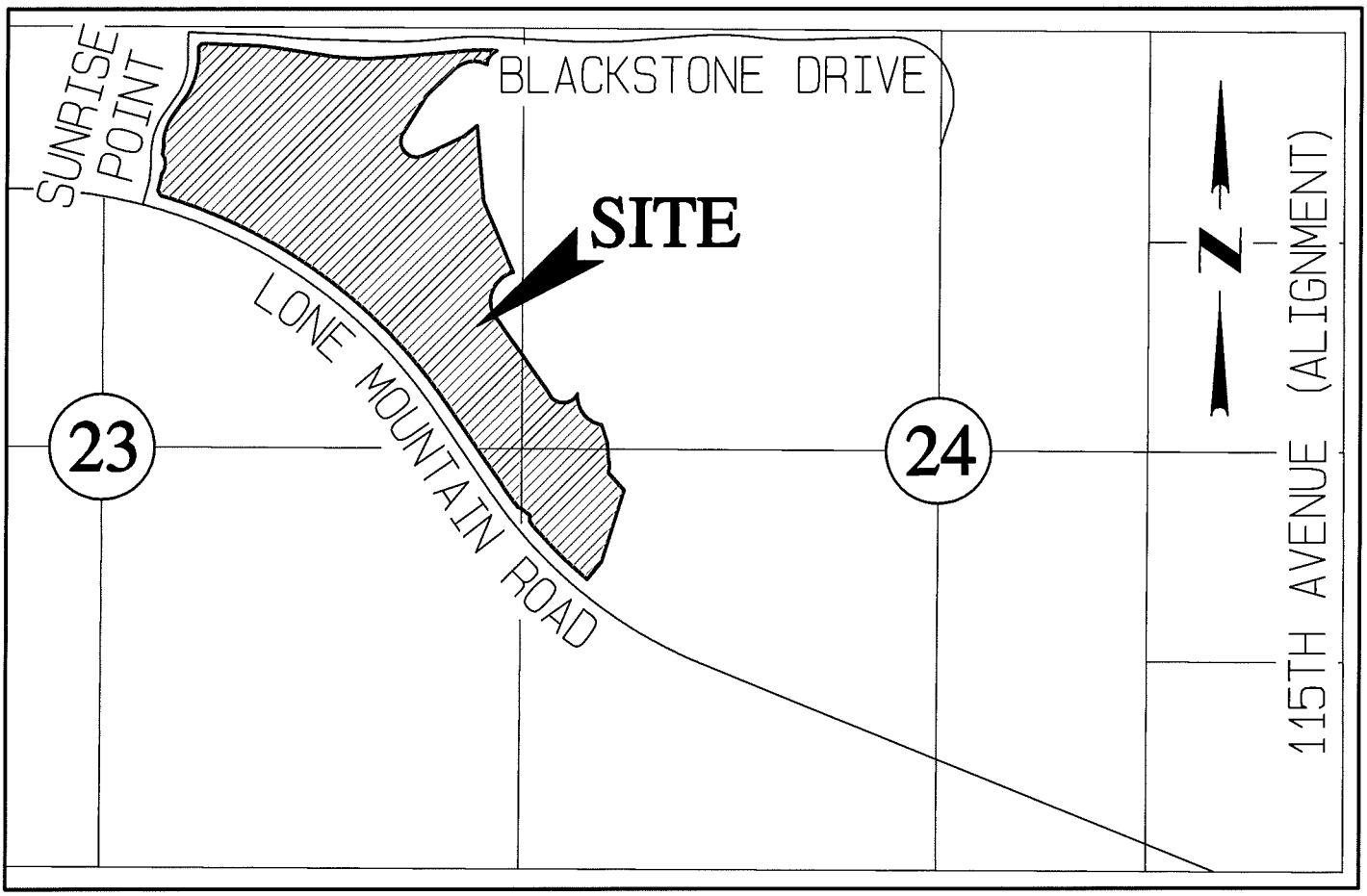


VICINITY MAP

N.T.S

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15C

Date Prepared: September 16, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Replat, Replat of Lots 1 through 4 of Peoria Plaza and Lot 2 of Replat of Lots 2 and 5 of Peoria Plaza, 91st Avenue & Union Hills Drive (Project No. R140042)**

Purpose:

This is a request for City Council to approve a Replat of Lots 1 through 4 of Peoria Plaza and Lot 2 of Replat of Lots 2 and 5 of Peoria Plaza, located on 91st Avenue and Union Hills Drive, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to dedicate necessary utility easements over an existing commercial subdivision. This development is within the City's water\sewer service area. This Replat does not create any new lots.

Previous Actions:

The original Final Plat for Peoria Plaza was recorded in March 1999, in Book 496 Page 47. Lots 2 and 5 were replatted in October 2001 in Book 574 Page 46.

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 further developing this land and will

hinder the City from being able to perform any necessary maintenance on the public utility lines on the site.

B: The other option would be to formally approve the Replat and allow this parcel to be further developed and allow the City to be able to maintain the utility lines.

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 further 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 LOTS 1 THROUGH 4
OF PEORIA PLAZA AND
LOT 2 OF RE-PLAT OF LOTS 2 AND 5 OF PEORIA PLAZA

A RE-PLAT OF LOTS 1 THROUGH 4, "PEORIA PLAZA", BOOK 496, PAGE 47, M.C.R. AND LOT 2 OF "RE-PLAT OF LOTS 2 AND 5 OF PEORIA PLAZA", BOOK 574, PAGE 46, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST,OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION:

KNOWN BY ALL MEN BY THESE PRESENTS:

SHAMBHALA DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 1 THROUGH 4, "PEORIA PLAZA" A FINAL PLAT RECORDED IN BOOK 496, PAGE 47, M.C.R. AND LOT 2 OF "RE-PLAT OF LOTS 2 AND 5 OF PEORIA PLAZA" A RE-PLAT, RECORDED IN BOOK 574, PAGE 46 M.C.R., AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS RE-PLAT UNDER THE NAME "RE-PLAT OF LOTS 1 THROUGH 4 OF PEORIA PLAZA AND LOT 2 OF LOTS 2 AND 5 OF PEORIA PLAZA" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND DECLARES THAT ALL LOTS STREETS AND TRACTS SHOWN HEREON IF ANY WERE CREATED WITH THE ORIGINAL PLAT OR SUBSEQUENT RE-PLATS. THIS RE-PLAT IS FOR THE PURPOSE OF DEDICATING EASEMENTS FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OP "PEORIA PLAZA" (M.C.R. BOOK 496, PAGE 47) AND "RE-PLAT OF LOTS 2 AND 5 OF PEORIA PLAZA" (M.C.R. BOOK 574, PAGE 46) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT.

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

SHAMBHALA DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, DO HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/OR SEWER LINE OVER, UNDER, AND ACROSS TRACT(S) SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA. TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER /SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4. AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED 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 S SUCCESSORS OR ASSIGNS

SHAMBHALA DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY , AS OWNER HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THERETO

DULY AUTHORIZED THIS 9TH DAY OF SEPTEMBER, 2014.

BY: [redacted]

ITS: [redacted]

ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN DIEGO)

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9TH DAY OF September, 2014.

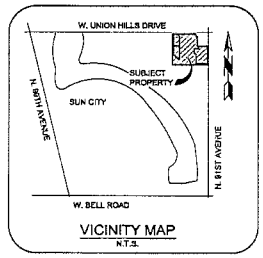
Richard Allen Gorsell PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

WHO ACKNOWLEDGED HIMSELF TO BE Richard Allen Gorsell OF SHAMBHALA DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ,THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT HE AS AUTHORIZED PARTY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBL [redacted]

MY COMMISSION EXPIRES: 3-22-2018



VICINITY MAP
N.T.S.

OWNER:

SHAMBHALA DEVELOPMENT, L.L.C.
336 E THOMAS ROAD
PHOENIX, AZ 85012
CONTACT: RICHARD BARSELL

DEVELOPER:

FRY'S FOOD STORES
500 S. 99TH AVENUE
TOLLESON, AZ 85353
CONTACT: GABRIEL HOWE
PHONE: (623) 907-7165

ENGINEER:

SUSTAINABILITY ENGINEERING GROUP
6260 E. GELDING DR. STE. 101
SCOTTSDALE, AZ 85260
CONTACT: ALI FAKIH
PHONE: (480) 588-7228

CITY OF PEORIA NOTES:

1. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
2. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT UNLESS OTHERWISE NOTED.
3. 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
4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY. IN CASES OF PRIVATE WATER COMPANIES, THE NOTE SHALL READ: THIS SUBDIVISION IS LOCATED WITHIN THE (INSERT PRIVATE COMPANY NAME) WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
5. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
6. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
7. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. UNION HILLS DRIVE IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
8. 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

APPROVAL:

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PEORIA, ARIZONA, ON THIS _____ DAY OF_____, 2014.

_____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

BY:_____ _____
MAYOR DATE

ATTEST:_____ _____
CITY CLERK DATE

_____ _____
FOR THE CITY ENGINEER DATE

SURVEYOR'S NOTES:

1. INFORMATION ON THIS SURVEY IS FROM DATA PROVIDED BY A COMMITMENT FOR TITLE INSURANCE, FILE NO. 14000103-040-DN2 BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED AUGUST 7, 2014 AT 7:30 A.M.
2. ASSESSORS PARCEL - BOOK 200, MAP 41, PARCEL 979, MARICOPA COUNTY, ARIZONA.
   ASSESSORS PARCEL - BOOK 200, MAP 41, PARCEL 980, MARICOPA COUNTY, ARIZONA.
   ASSESSORS PARCEL - BOOK 200, MAP 41, PARCEL 981, MARICOPA COUNTY, ARIZONA.
   ASSESSORS PARCEL - BOOK 200, MAP 41, PARCEL 982, MARICOPA COUNTY, ARIZONA.
3. LAND AREA = LOT 1: GROSS 270,290 SQUARE FEET OR 6.21 ACRES MORE OR LESS.
   LOT 2: GROSS 87,969 SQUARE FEET OR 2.02 ACRES MORE OR LESS.
   LOT 3: GROSS 31,332 SQUARE FEET OR 0.72 ACRES MORE OR LESS.
   LOT 4: GROSS 28,017 SQUARE FEET OR 0.64 ACRES MORE OR LESS.

TOTAL AREA= LOTS 1 THROUGH 4: GROSS 417,617 SQUARE FEET OR 9.59 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

PARCEL 1: LOTS 1, 3 AND 4, "PEORIA PLAZA", ACCORDING TO BOOK 496 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA.
PARCEL 2: LOT 2, RE-PLAT OF LOTS 2 AND 5 OF PEORIA PLAZA, ACCORDING TO BOOK 574 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARINGS:

THE BASIS OF BEARING USED FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE FINAL PLAT OF RECORD, "PEORIA PLAZA", FILED IN BOOK 496 OF MAPS, PAGE 47 IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

SAID BEARING= NORTH 88°32'10" EAST

REFERENCED DOCUMENTS:

(R) SUBDIVISION PLAT OF RECORD "PEORIA PLAZA", FILED AS BOOK 496 OF MAPS, PAGE 47 IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

(R1) SUBDIVISION PLAT OF RECORD "RE-PLAT OF LOTS 2 AND 5 PEORIA PLAZA", FILED AS BOOK 574 OF MAPS, PAGE 46 IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

FLOOD PLAIN CERTIFICATION:

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C2145L, DATED OCTOBER 16, 2013. ZONE "X" IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.

LAND SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT

1. I AM A LAND SURVEYOR REGISTERED TO PRACTICE IN ARIZONA;
2. THIS SURVEY WAS MADE UNDER MY DIRECTION;
3. THIS SURVEY MEETS THE "MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS";
4. THE SURVEY AND SUBDIVISION OF THE SUBJECT PROPERTY DESCRIBED AND PLATTED HEREON WERE MADE DURING THE MONTH OF JULY, 2014;
5. THE SURVEY IS TRUE AND COMPLETE AS SHOWN;
6. MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET BEFORE RECORDATION;
7. THEIR POSITIONS ARE CORRECTLY SHOWN; AND
8. SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

AUGUST 14, 2014
RYAN D. GILBERT, RLS
REGISTERED LAND SURVEYOR #54333

[redacted]

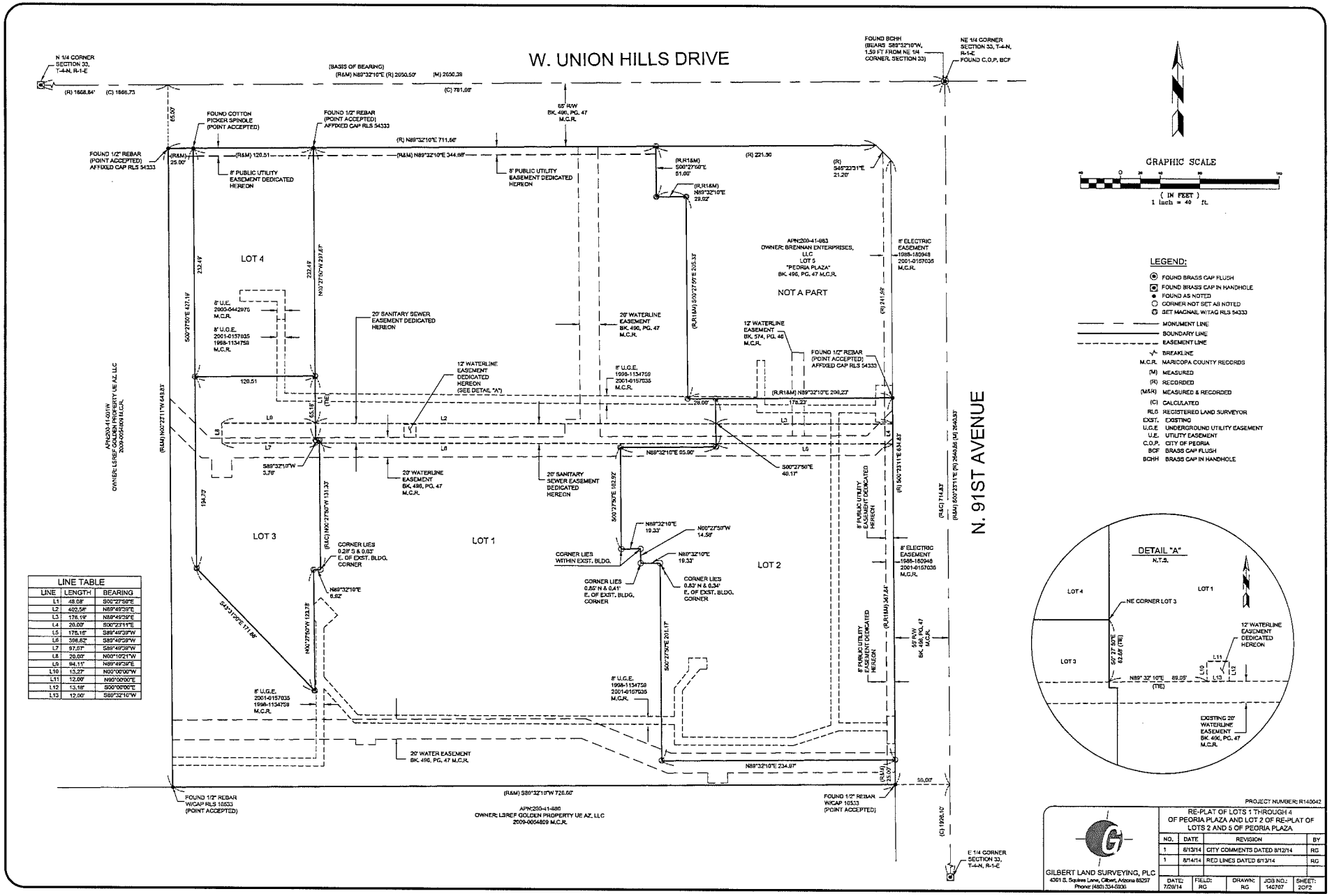
PROJECT NUMBER: R140042

GILBERT LAND SURVEYING, PLC
4301 S. Squires Lane, Gilbert, Arizona 85297
Phone: (480) 334-0036

RE-PLAT OF LOTS 1 THROUGH 4
OF PEORIA PLAZA AND LOT 2 OF RE-PLAT OF
LOTS 2 AND 5 OF PEORIA PLAZA

NO.	DATE	REVISION	BY
1	8/13/14	CITY COMMENTS DATED 8/12/14	RG
1	8/14/14	RED LINES DATED 8/13/14	RG

DATE:	FIELD:	DRAWN:	JOB NO.:	SHEET:
7/20/14	RG	RG	140707	1OF2



LINE TABLE		
LINE	LENGTH	BEARING
L1	48.08'	S00°27'50"E
L2	402.58'	N89°49'39"E
L3	178.19'	N89°49'39"E
L4	20.00'	S00°23'11"E
L5	178.16'	S89°49'39"W
L6	396.62'	S89°49'39"W
L7	97.07'	S89°49'39"W
L8	20.00'	N00°10'21"W
L9	94.11'	N89°49'39"E
L10	13.27'	N00°00'00"W
L11	12.00'	N90°00'00"E
L12	13.16'	S00°00'00"E
L13	12.00'	S90°32'10"W

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND:

- FOUND BRASS CAP FLUSH
- FOUND BRASS CAP IN HANDHOLE
- FOUND AS NOTED
- CORNER NOT SET AS NOTED
- SET MAGNAIL W/TAG RLS 54333
- MONUMENT LINE
- BOUNDARY LINE
- EASEMENT LINE
- BREAKLINE

M.C.R. MARICOPA COUNTY RECORDS
(M) MEASURED
(R) RECORDED
(M&R) MEASURED & RECORDED
(C) CALCULATED
RLS REGISTERED LAND SURVEYOR
EXIST. EXISTING
U.G.E UNDERGROUND UTILITY EASEMENT
U.E. UTILITY EASEMENT
C.O.P. CITY OF PEORIA
BCF BRASS CAP FLUSH
BCHH BRASS CAP IN HANDHOLE

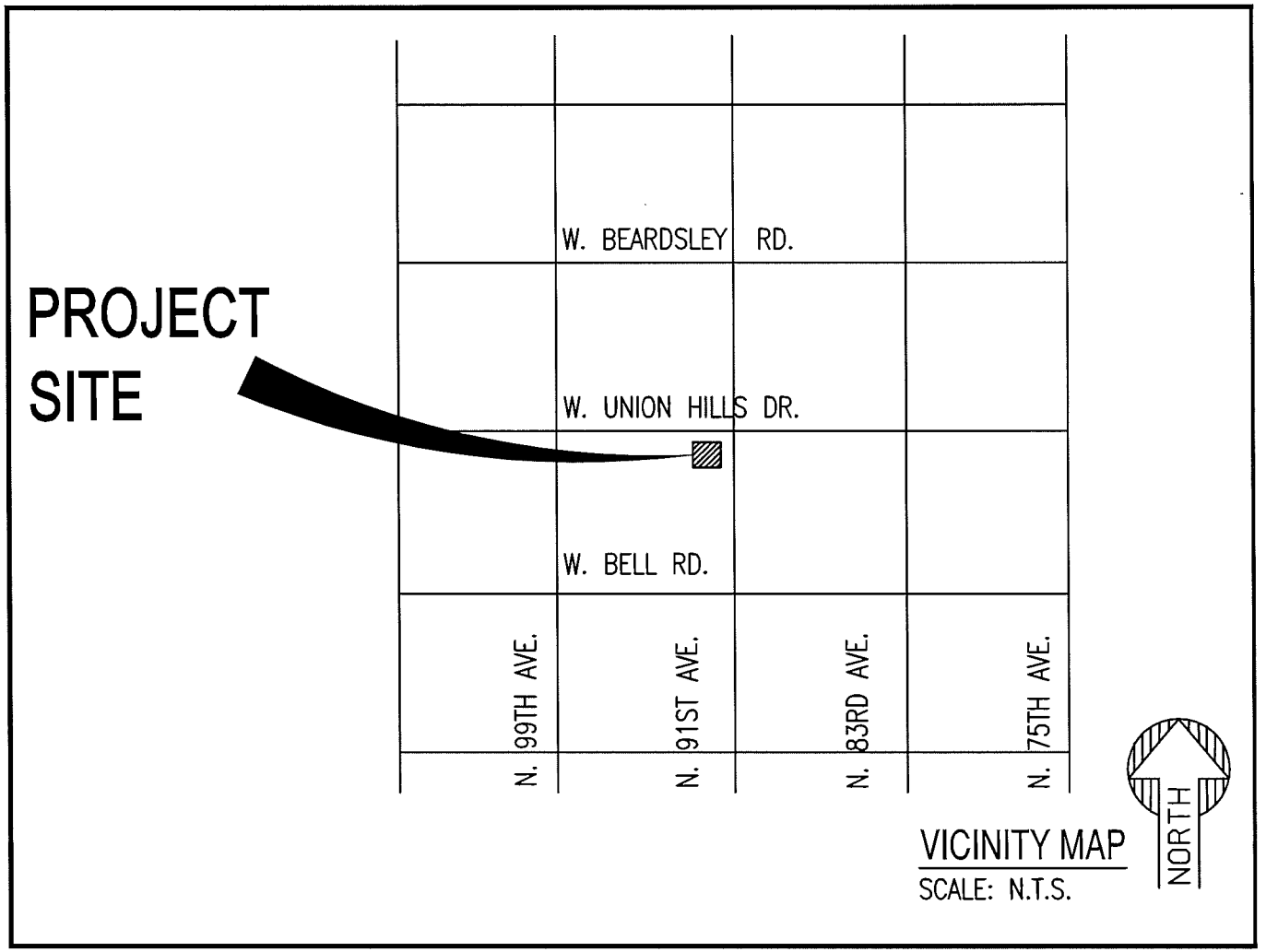
PROJECT NUMBER: R140042

GILBERT LAND SURVEYING, PLC
4061 S. Squaw Lane, Gilbert, Arizona 85297
Phone: (480) 334-0936

RE-PLAT OF LOTS 1 THROUGH 4 OF PEORIA PLAZA AND LOT 2 OF RE-PLAT OF LOTS 2 AND 5 OF PEORIA PLAZA

NO.	DATE	REVISION	BY
1	8/13/14	CITY COMMENTS DATED 8/12/14	RG
1	8/14/14	RED LINES DATED 8/13/14	RG

DATE:	FIELD:	DRAWN:	JOB NO.:	SHEET:
7/29/14	RG	RG	140707	2OF2



VICINITY MAP
SCALE: N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16R

Date Prepared: August 28, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Master Final Plat, Aloravita Phase 1, 75th Avenue and Jomax Road (Project No. R140052)**

Purpose:

This is a request for City Council to approve the Master Final Plat for Aloravita Phase 1, located on 75th Avenue and Jomax Road, and authorize the Mayor and City Clerk to sign and record the Master Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Master Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Master Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Master Final Plat.

4. In the event that the Master Final Plat is not recorded within 60 days of Council approval, the Master Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Master Final Plat is to dedicate the major roadway network and establish the overall parcel boundaries. As each parcel is ready to develop, it will be necessary to replat that parcel, to dedicate the local roadways and establish the individual lots.

Previous Actions:

There has been no previous Council action.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Master Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

MASTER FINAL PLAT FOR
"ALORAVITA PHASE 1"

BEING A SUBDIVISION OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS MASTER FINAL PLAT FOR "ALORAVITA PHASE 1", BEING A SUBDIVISION OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ALORAVITA PHASE 1" DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID MASTER FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE PARCELS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH PARCEL, TRACT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

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

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATE TO THE CITY OF PEORIA THE RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO THE CITY OF PEORIA THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF PEORIA TRACT A AS SHOWN HEREON, FOR THE USE AS (A) BOOSTER PUMP STATION (B) ANY AND ALL PUBLIC SEWER, WATER, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO THE CITY OF PEORIA THE TITLE TO SAID TRACT A AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS A THROUGH K, INCLUSIVE, AND TRACTS N THROUGH Q, INCLUSIVE. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT. TRACT E MAY BE AT SUCH TIME, CONVEYED TO THE CITY OF PEORIA, AT NO COST TO THE CITY.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY DOES HEREBY GRANT TO THE CITY OF PEORIA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/OR SEWER LINE OVER, UNDER, AND ACROSS TRACTS D AND N SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT (AT THE CITY OF PEORIA'S DISCRETION) TO ALLOW OTHER UTILITIES TO UTILIZE SUCH EASEMENT, INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES 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 UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.

DEDICATION

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.

THE UNDERSIGNED ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED
THIS ____ DAY OF __________, 2014.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

ITS: ______________________

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

ALORAVITA HOMEOWNERS ASSOCIATION, AN ARIZONA NON PROFIT CORPORATION

BY: ______________________

ITS: ______________________

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT ACKNOWLEDGEMENT

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

NOTES

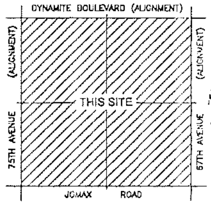
1. THE SUBDIVISION IS SUBJECT TO MASTER MAINTENANCE IMPROVEMENT DISTRICT (MID) #____.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. 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.
6. 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.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
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 IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
11. NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
12. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
13. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
14. TRACT M IS HEREBY LISTED AS OPEN SPACE TO BE RETAINED AS NATURAL DESERT WITHOUT ANY OWNERSHIP OR LANDSCAPING OBLIGATION TO THE CITY OF PEORIA.
15. AN OFFSITE DRAINAGE EASEMENT LOCATED AT THE SOUTHWEST CORNER OF 75TH AVENUE AND JOMAX ROAD WILL BE LEASED FROM THE ARIZONA STATE LAND DEPARTMENT THROUGH SEPARATE INSTRUMENT, WITH ALL MAINTENANCE OBLIGATIONS AND CONSIDERATIONS BEING THE RESPONSIBILITY OF THE ALORAVITA HOMEOWNERS ASSOCIATION.

FLOOD ZONE INFORMATION

ZONE "X":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-1255L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.



VICINITY MAP
(NOT-TO-SCALE)

OWNER / DEVELOPER

ALORAVITA I, LLC
27417 N. 39TH LANE
PEORIA, AZ 85383
PHONE: (602) 999-8348
CONTACT: SIDNEY ALLSOP

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0031
CONTACT: RYAN WEED

SITE AREA

27,916,621 SQUARE FEET OR 640.877 ACRES

ZONING

ZONING CASE Z08-02A.1

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS ________ DAY OF __________________, 2014.

BY: ______________________ MAYOR ________ DATE

ATTEST: ______________________ CITY CLERK ________ DATE

______________________ FOR CITY ENGINEER ________ DATE

CERTIFICATION

I, LARRY E. SULLIVAN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THIRTEEN (13) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY [redacted]
LARRY E. SULLIVAN
REGISTRATION NUMBER 22782
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PEORIA NO.: R140052

GROSS AREA = 640.877 ACRES

SEE SHEET 5 FOR CURVE TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

[redacted]

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

LEGAL DESCRIPTION

ALL OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36;

THENCE NORTH 00°46'18" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,635.65 FEET, TO A ALUMINUM CAP FLUSH STAMPED LS# 27239, MARKING THE WEST QUARTER CORNER OF SAID SECTION 36;

THENCE NORTH 00°46'13" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,635.12 FEET, TO A MARICOPA COUNTY ALUMINUM CAP FLUSH STAMPED LS# 29891, MARKING THE NORTHWEST CORNER OF SAID SECTION 36;

THENCE SOUTH 89°44'10" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,668.91 FEET, TO AN ALUMINUM CAP FLUSH STAMPED LS# 19854, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 89°44'09" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,668.95 FEET, TO AN ALUMINUM CAP FLUSH STAMPED LS# 27239, MARKING THE NORTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 00°02'29" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,628.01 FEET, TO A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, MARKING THE EAST QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°22'28" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,624.88 FEET, TO A CITY OF PHOENIX BRASS CAP FLUSH, MARKING THE SOUTHEAST CORNER OF SAID SECTION 36;

THENCE NORTH 89°56'23" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,641.16 FEET;

THENCE NORTH 89°55'37" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,640.98 FEET TO SAID CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36 AND THE POINT OF BEGINNING.

CONTAINING 640.877 ACRES, MORE OR LESS.

LEGEND

- INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
- INDICATES MID-SECTION LINE
- INDICATES BOUNDARY LINE
- INDICATES LOT LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT
- INDICATES MATCH LINE
- (1) INDICATES SHEET NUMBER
- (1) INDICATES UNOBSTRUCTED VIEW EASEMENT (30' X 30')
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICULAR NON ACCESS EASEMENT
- S.E. INDICATES SIDEWALK EASEMENT
- AC. INDICATES ACRES
- C1 INDICATES CURVE NUMBER
- M.C.R. INDICATES MARICOPA COUNTY RECORDER
- DOC.# INDICATES DOCUMENT NUMBER
- EX. INDICATES EXISTING

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°44'10" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 588 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

BENCHMARKS

CITY OF PEORIA BRASS CAP FLUSH AT THE INTERSECTION OF 75TH AVENUE AND JOMAX ROAD BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1372.97' (CITY OF PEORIA DATUM & NAVD-88)

MARICOPA COUNTY BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1567.39' (NAVD-88)

MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

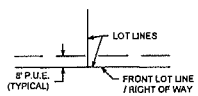
ELEVATION = 1539.84' (NAVD-88)

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A' = 0.511 ACRES	CITY OF PEORIA BOOSTER PUMP STATION
TRACT 'B' = 2.480 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E.
TRACT 'C' = 1.932 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E.
TRACT 'D' = 3.183 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., SEWER, WATER, MULTI-USE TRAIL
TRACT 'E' = 0.070 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., MULTI-USE TRAIL
TRACT 'F' = 1.690 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., MULTI-USE TRAIL
TRACT 'G' = 0.472 ACRES	LANDSCAPE, P.U.E.
TRACT 'H' = 0.076 ACRES	LANDSCAPE
TRACT 'I' = 0.076 ACRES	LANDSCAPE
TRACT 'J' = 0.084 ACRES	LANDSCAPE
TRACT 'K' = 0.042 ACRES	LANDSCAPE
TRACT 'L' = 528.654 ACRES	FUTURE DEVELOPMENT
TRACT 'M' = 6.632 ACRES	OPEN SPACE
TRACT 'N' = 2.554 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., S.E., SEWER, WATER, MULTI-USE TRAIL
TRACT 'O' = 0.784 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., MULTI-USE TRAIL
TRACT 'P' = 1.880 ACRES	LANDSCAPE, DRAINAGE, RETENTION, P.U.E., MULTI-USE TRAIL
TRACT 'Q' = 0.055 ACRES	LANDSCAPE, P.U.E., MONUMENTATION
TOTAL = 556.175 ACRES	

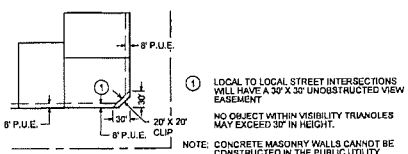
COUNTY RECORDER

LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF PARCELS	3,186,269	73.148
TOTAL AREA OF TRACTS (A - Q)	24,661,276	556.175
TOTAL AREA OF STREETS	503,359	11.554
TOTAL GROSS AREA	28,350,904	640.877

PARCEL AREAS		
PARCEL NUMBER	AREA (SQUARE FEET)	AREA (ACRES)
1	607,824	13.954
2	763,708	17.303
3	539,392	12.383
5	572,717	13.148
6	712,630	16.360
TOTAL	3,186,269	73.148

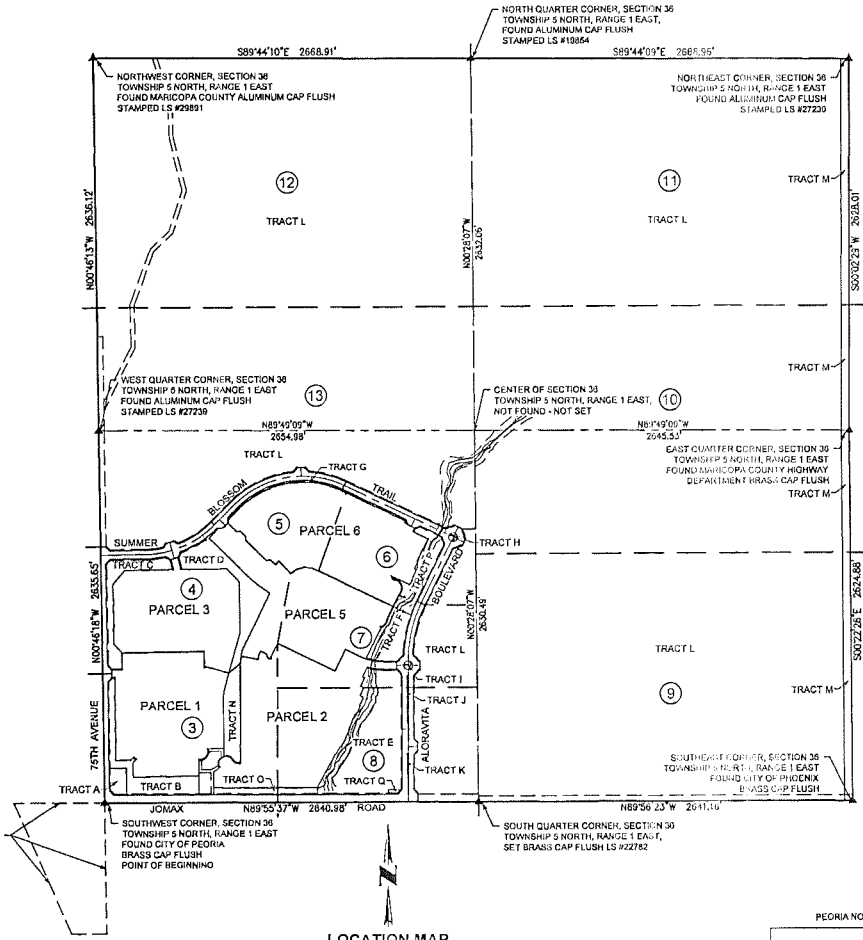


TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)



SETBACKS
BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

50', 60' & 70' TYPICAL LOT LAYOUT
(NOT-TO-SCALE)



LOCATION MAP
(SCALE: 1" = 400')

PEORIA NO.: R140062

SEE SHEET 5 FOR CURVE TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

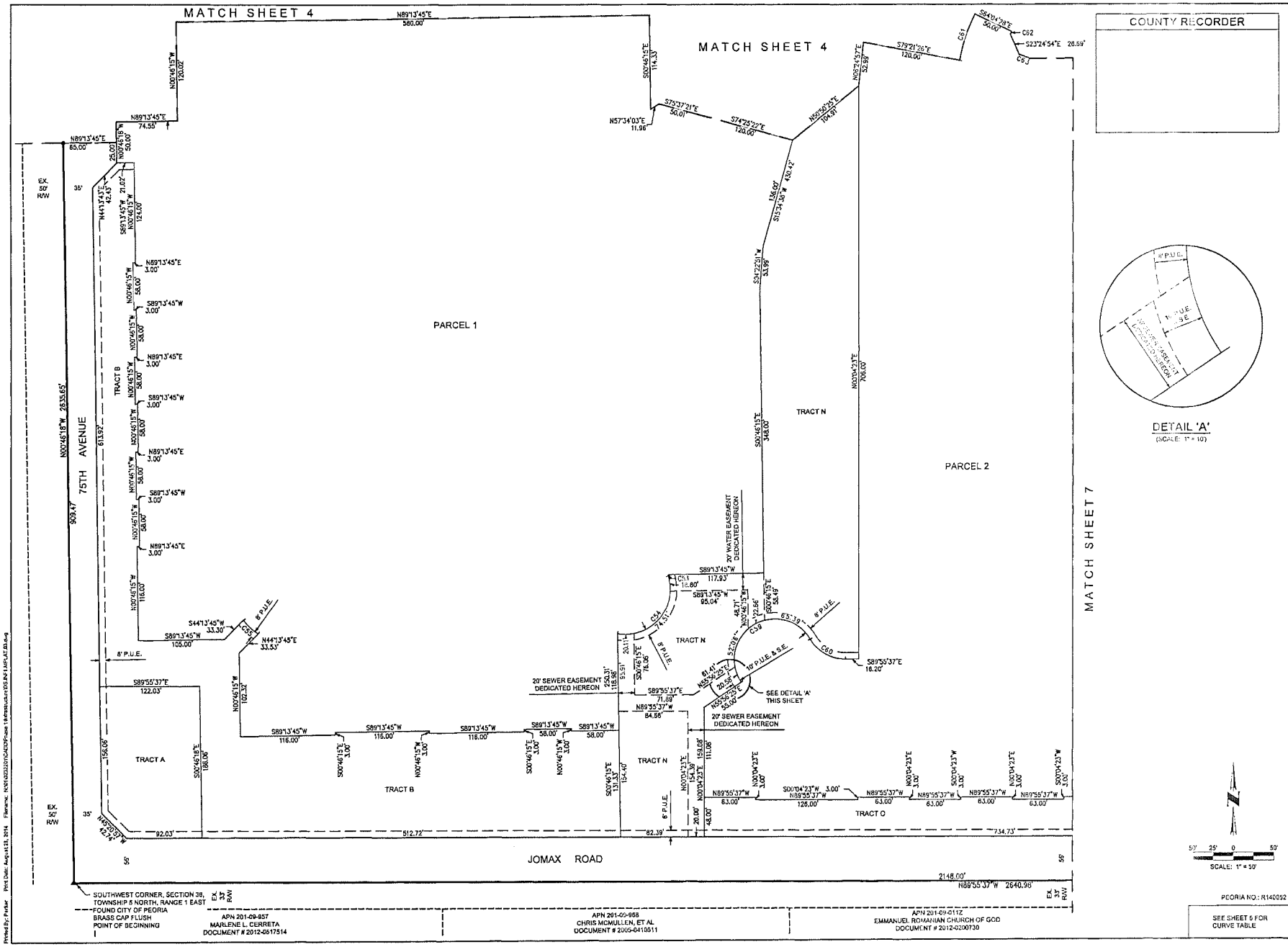
MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

[redacted]

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Plotted By: Parker Print Date: August 28, 2014 Filename: K:\01\0232201\CADD\Phase 1\production\dwg\05.MFP\MFP1.01.dwg



COUNTY RECORDER

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Phoenix, Arizona 85014
602-264-6831
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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

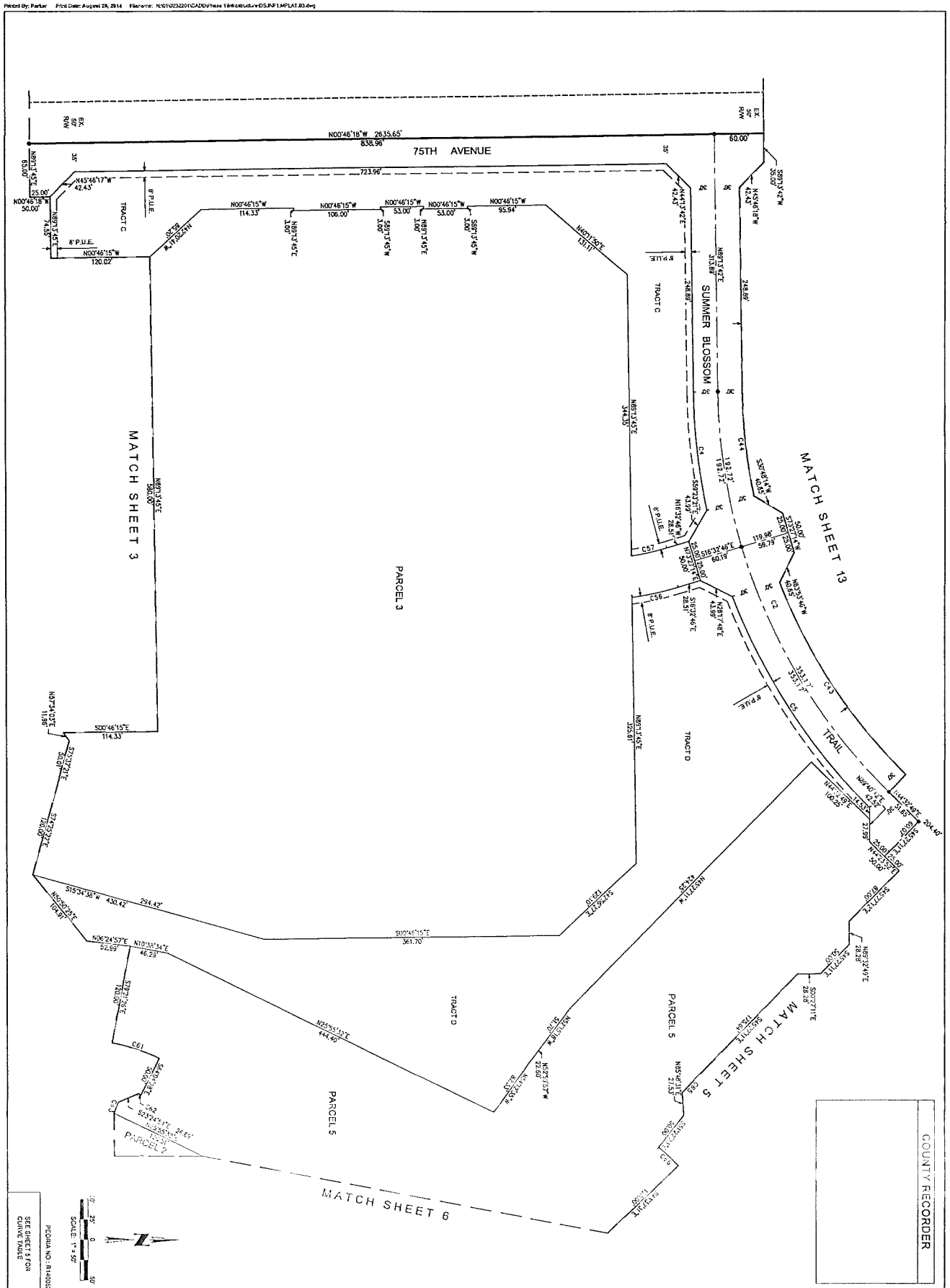
[redacted]

PEORIA NO.: R140052

CVL Contact: R. WEED
CVL Project # 01-0232201
CVL File #:

Printed By: Parker Print Date: August 28, 2014 Filename: N:\01\0232201\CADD\Phase 1\Products\c-105 FINS MP-A1 (D).dwg

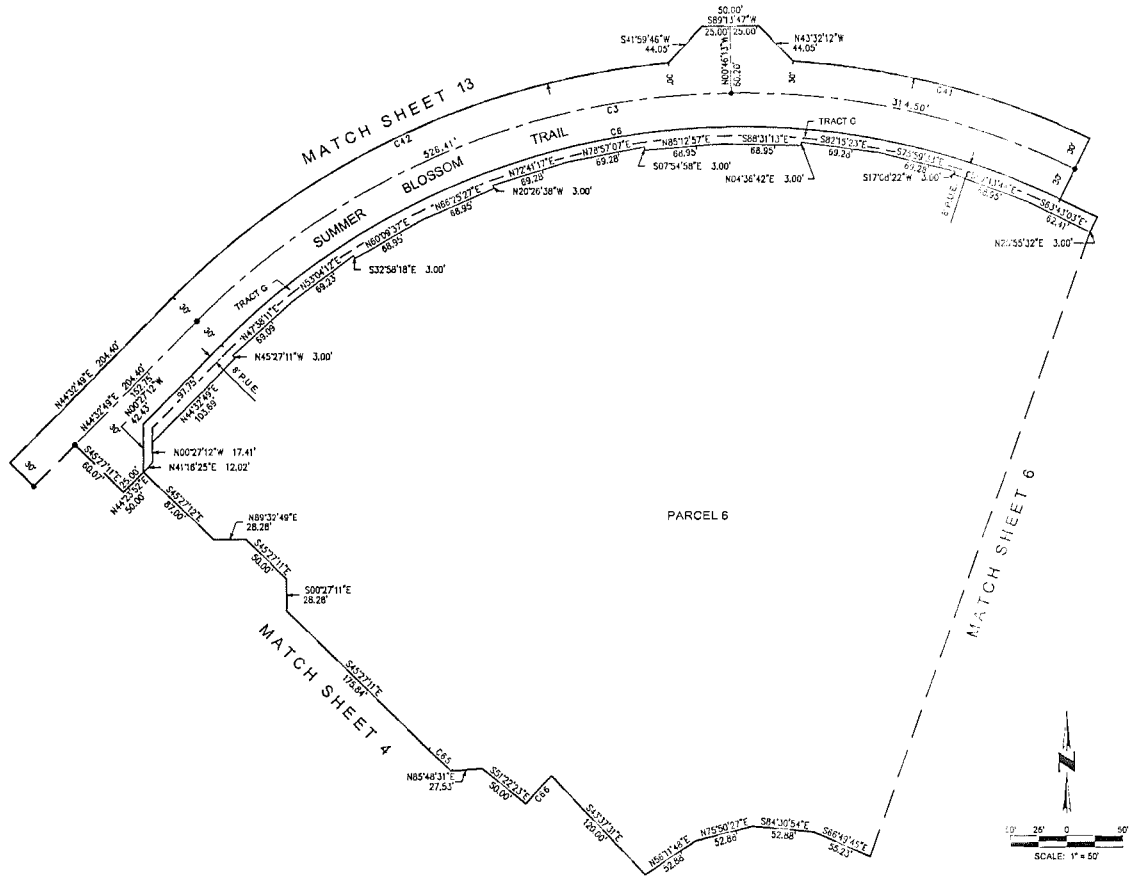
Plotted By: Parker Plot Date: August 28, 2014 Filename: N:\01\2232201\CAD\Phase 1\Master\cvl-v-DS.INFILMPLAT.B3.dwg



SHEET 13 OF 4	MASTER FINAL PLAT	NO. / REVISION / DATE	CVL CONSULTANTS 4550 North 12th Street Phoenix, Arizona 85014 602-264-6831 www.cvlci.com
[redacted]	ALORAVITA PHASE 1 PEORIA, ARIZONA	Coe & Van Loo Consultants, Inc.	

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	900.00	406.09	025°51'09"	206.35	402.86	N12°59'57.5"E
2	700.00	545.89	044°40'54"	287.67	532.15	N66°53'15.0"E
3	675.00	840.91	071°22'43"	484.85	787.58	N60°14'10.5"E
4	730.00	145.02	011°27'37"	73.25	145.77	N83°29'53.5"E
5	730.00	309.99	024°19'47"	157.36	307.66	N56°58'29.5"E
6	645.00	803.54	071°22'43"	463.30	752.57	N60°14'10.5"E
7	20.00	20.33	058°14'35"	11.14	19.47	S34°57'10.0"E
8	75.00	34.67	026°29'11"	17.65	34.36	S19°04'27.5"E
9	20.00	20.33	058°14'35"	11.14	19.47	S03°11'45.5"E
10	930.00	387.29	023°51'37"	196.49	384.50	S13°59'43.5"W
11	20.00	19.78	056°39'26"	10.78	18.98	S30°23'38.0"W
12	75.00	39.76	030°22'33"	20.38	39.30	S45°32'04.5"W
13	20.00	21.55	061°43'35"	11.95	20.52	S59°12'35.5"W
14	20.00	21.55	061°43'35"	11.95	20.52	S59°03'49.5"E
15	75.00	24.29	018°33'10"	12.25	24.18	S37°28'37.0"E
16	20.00	16.35	046°49'35"	8.66	15.89	S23°20'24.5"E
17	32.50	51.05	090°00'00"	32.50	45.96	N44°55'37.0"W
18	32.50	51.05	090°00'00"	32.50	45.96	N45°04'23.0"E
19	32.50	51.05	090°00'00"	32.50	45.96	S44°55'37.0"E
20	32.50	51.05	090°00'00"	32.50	45.96	S45°04'23.0"W
21	32.50	51.05	090°00'00"	32.50	45.96	N19°04'28.0"W
22	32.50	51.05	090°00'00"	32.50	45.96	N70°55'32.0"E
23	32.50	51.05	090°00'00"	32.50	45.96	S19°04'28.0"E
24	32.50	51.05	090°00'00"	32.50	45.96	S70°55'32.0"W
25	20.00	19.07	054°37'24"	10.33	18.35	N27°23'05.0"E
26	75.00	34.49	026°20'59"	17.58	34.19	N41°31'17.5"E
27	20.00	21.55	061°43'35"	11.95	20.52	N59°12'35.5"E
28	20.00	21.55	061°43'35"	11.95	20.52	N59°03'49.5"W
29	75.00	38.66	029°32'00"	19.77	38.23	N42°58'02.0"W
30	20.00	20.94	059°59'03"	11.54	20.00	N27°44'30.5"W
31	870.00	359.50	023°40'31"	182.35	356.95	N14°05'16.5"E
32	20.00	20.33	058°14'35"	11.14	19.47	N55°02'50.0"E
33	75.00	39.23	029°58'10"	20.07	38.78	N69°11'03.0"E
34	20.00	21.55	061°43'35"	11.95	20.52	N85°03'45.0"E
35	20.00	21.55	061°43'35"	11.95	20.52	N33°12'40.5"W
36	75.00	39.23	029°58'10"	20.07	38.78	N17°19'58.0"W
37	20.00	20.33	058°14'35"	11.14	19.47	N03°11'45.5"W
38	20.00	20.33	058°14'35"	11.14	19.47	S55°02'50.0"W
39	75.00	34.67	026°29'11"	17.65	34.36	S70°55'32.5"W
40	20.00	20.33	058°14'35"	11.14	19.47	S86°48'14.5"W
41	705.00	273.52	022°13'44"	138.50	271.81	N75°11'20.0"W
42	705.00	494.84	040°12'57"	258.10	484.74	S64°39'17.5"W
43	670.00	283.07	024°12'28"	143.68	280.97	S56°59'01.0"W
44	670.00	129.50	011°04'28"	64.95	129.30	S83°41'28.0"W
45	5.00	15.71	180°00'00"	---	10.00	S89°55'37.0"E
46	1.50	4.71	180°00'00"	---	3.00	N89°55'37.0"W
47	100.00	26.54	015°12'13"	13.35	26.46	N07°31'43.5"W
48	100.00	26.54	015°12'13"	13.35	26.46	N07°31'43.5"W
49	5.00	15.71	180°00'00"	---	10.00	S89°55'37.0"E
50	1.50	4.71	180°00'00"	---	3.00	N89°55'37.0"W
51	100.00	26.54	015°12'13"	13.35	26.46	N07°31'43.5"W
52	100.00	26.54	015°12'13"	13.35	26.46	N07°31'43.5"W
53	55.00	1.52	001°34'33"	0.76	1.51	S17°19'28.5"E
54	55.00	113.42	118°09'32"	91.82	94.37	S40°58'01.0"W
55	55.00	25.22	026°16'27"	12.84	25.00	N46°17'00.5"W
56	375.00	57.94	008°51'08"	29.03	57.88	S12°07'12.0"E
57	325.00	44.14	007°46'50"	22.10	44.10	N12°39'21.0"W
58	425.00	118.65	015°59'45"	59.71	118.27	N81°55'44.5"W
59	50.00	160.69	184°07'58"	---	99.93	N58°00'24.0"E
60	50.00	52.36	060°00'00"	28.87	50.00	S59°55'37.0"E
61	225.00	60.02	015°16'58"	30.19	59.84	N18°17'03.0"E
62	175.00	3.65	001°11'38"	1.82	3.65	S25°19'44.0"W
63	225.00	14.29	003°38'19"	7.15	14.29	S69°44'34.5"E
64	375.00	169.20	025°51'09"	86.07	167.77	S77°00'02.5"E
65	700.00	27.37	002°14'23"	13.68	27.36	S46°34'22.5"E
66	275.00	33.31	006°56'25"	16.68	33.29	N42°54'16.5"E
67	35.00	16.65	017°20'29"	8.39	16.58	S17°15'17.5"W
68	55.00	67.73	070°33'13"	38.91	63.53	S43°51'39.5"W
69	55.00	16.65	017°20'29"	8.39	16.58	S72°44'42.5"E
70	55.00	119.69	124°40'59"	104.94	97.43	S19°04'27.5"E
71	55.00	16.65	017°20'30"	8.39	16.58	S34°35'47.0"W



COUNTY RECORDER

CVL CONSULTANTS
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Phoenix, Arizona 85014
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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1

PEORIA, ARIZONA

[redacted]

PEORIA NO.: R140062

SEE SHEET 5 FOR CURVE TABLE

SHEET 5 OF 13

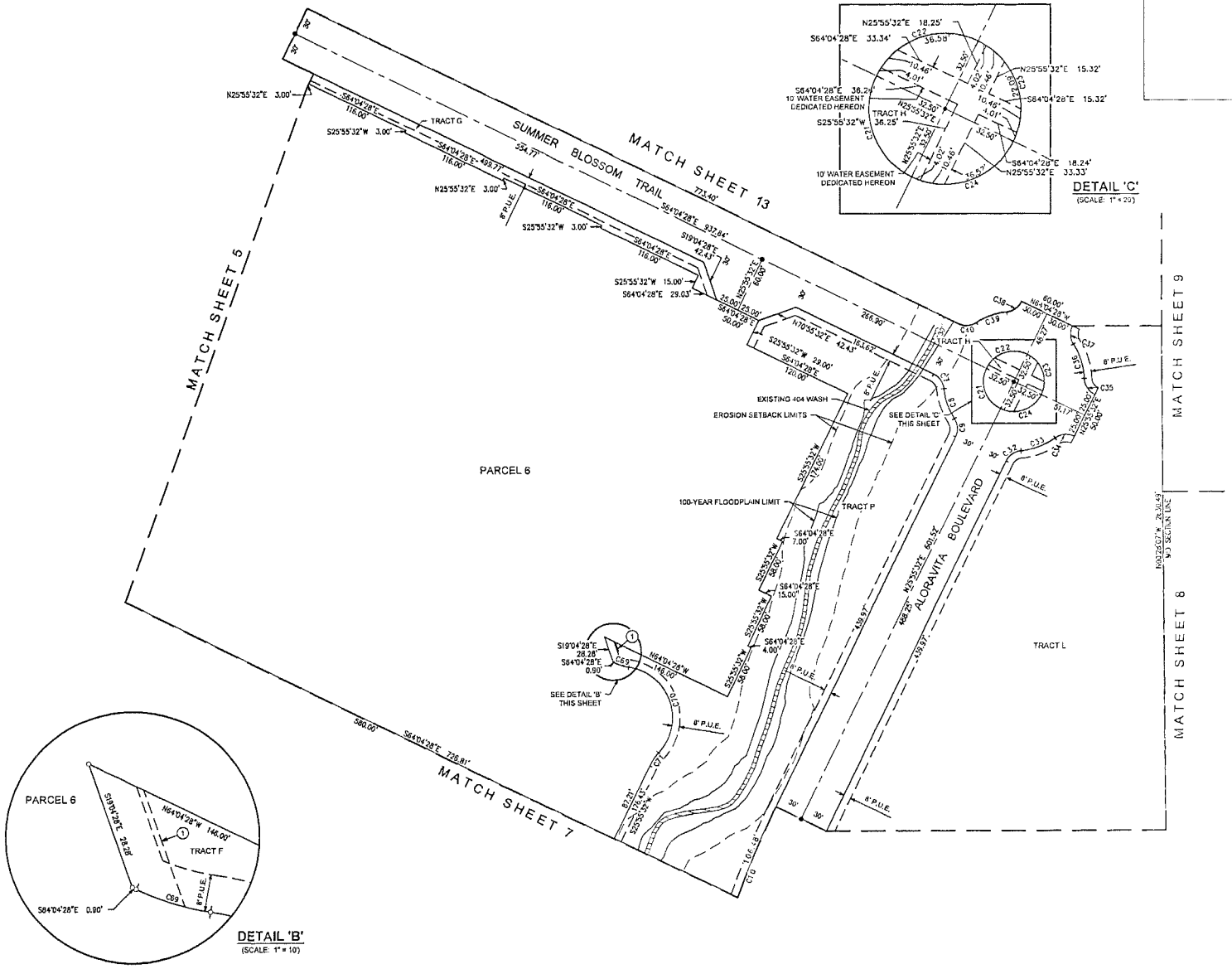
CVL Contact: R. WEED

CVL Project # 01-0232201

CVL File #:

Plotted By: Parker Print Date: August 28, 2014 Filename: N:\01\0232201\CADD\Phase 1\Plat\Alora 1\01-0232201 MFP Alora 1 (C3).dwg

COUNTY RECORDER



PEORIA NO.: R140062

SEE SHEET 5 FOR CURVE TABLE

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Phoenix, Arizona 85014
602-264-6831
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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

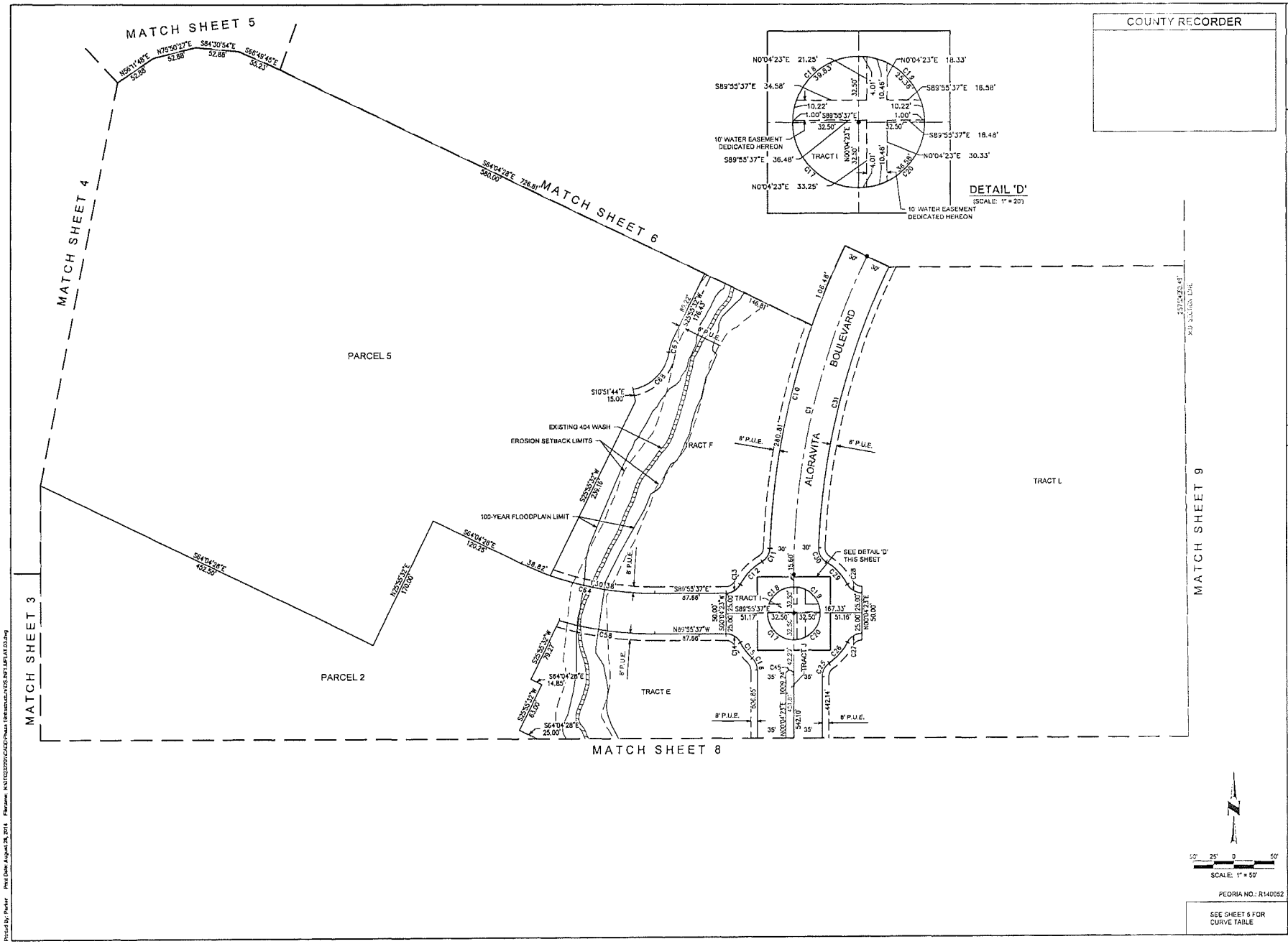
MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

SHEET 6 OF 13

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Printed By: Parker Print Date: August 28, 2014 Filename: N:\01232201\CADD\Phase 1\Particulars\DS\Rd1\MFLAT01.dwg



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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1

PEORIA, ARIZONA

PEORIA NO.: R140052

SEE SHEET 5 FOR CURVE TABLE

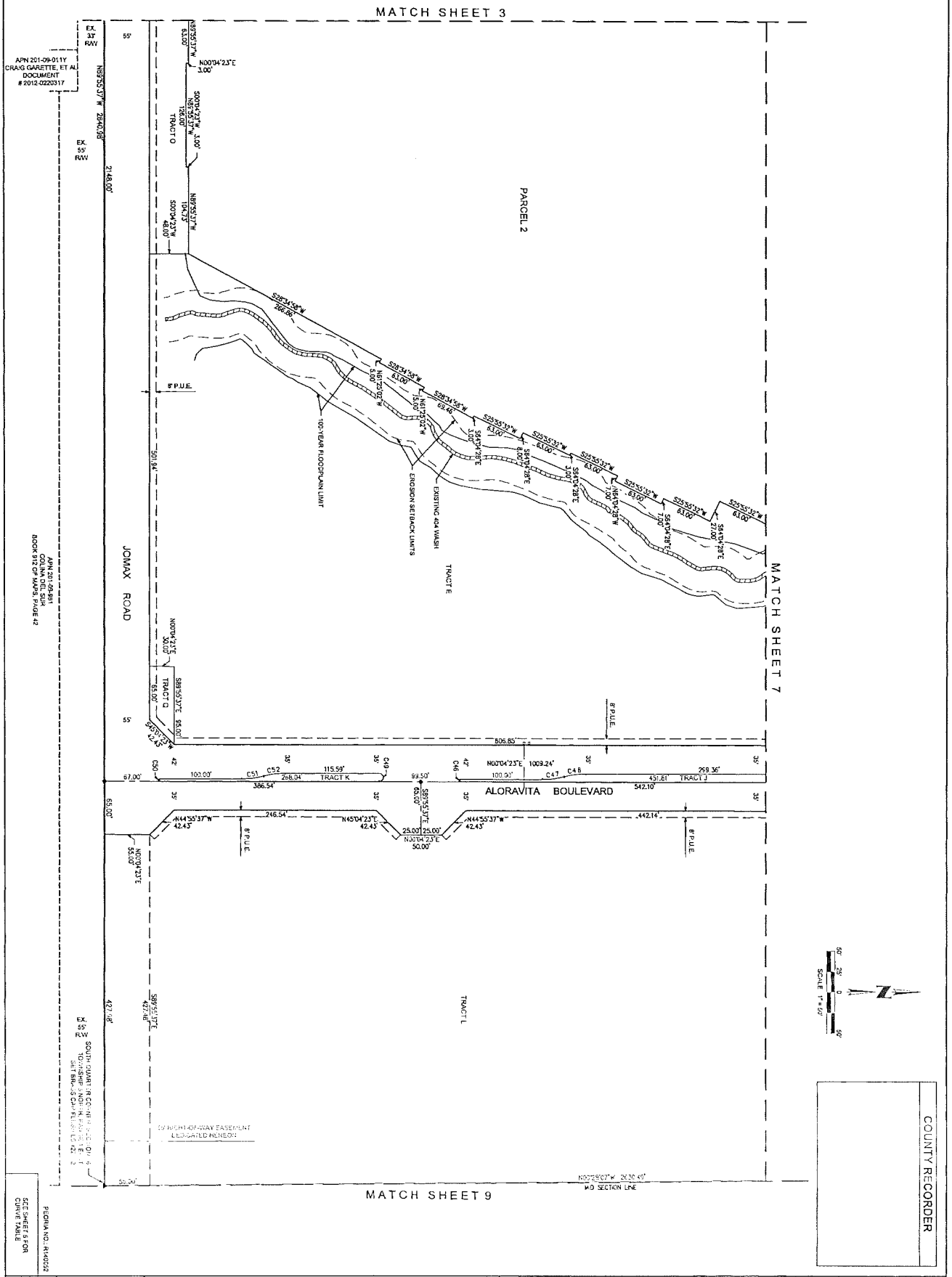
SHEET 7 OF 13

CVL Contact: R. WEED

CVL Project #: 01-0232201

CVL File #:

Plot By: Parker Plot Date: August 28, 2014 Filename: K:\01232201\CADD\Phase 1\Preliminary\02-MFP-LAT-03.dwg



COUNTY RECORDER

SEE SHEET 15 FOR CURVE TABLE

PEORIA NO.: R14-0052

SHEET 8 OF 13

DWG Drawn: R. WEED
DWG Project #: 01-0232201

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

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Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

COUNTY RECORDER

MATCH SHEET 10

MATCH SHEET 6

MATCH SHEET 7

MATCH SHEET 8

N00°28'01"W 2630.49' MID SECTION LINE

APN 201-07-728
ALBERT P. MARTINEZ
DOCUMENT # 2005-1027447

APN 201-07-762
GOLD MOUNTAIN PRESERVE
COMMUNITY ASSOCIATION
DOCUMENT # 2005-0533693

2625.00'

EX. 55' R/W

JURISDICTIONAL BOUNDARY
CITY OF PEORIA (WEST)
CITY OF PHOENIX (EAST)

55'

TRACT L

TRACT M

67TH AVENUE

APN 201-07-768
GOLD MOUNTAIN PRESERVE
COMMUNITY ASSOCIATION
DOCUMENT # 2006-0018487

EX. 55' R/W

55.00

47' RIGHT-OF-WAY EASEMENT
PER ARIZONA STATE LAND DEPARTMENT
PATENT NO. 7762

SOUTH QUARTER CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
SET BRASS CAP FLUSH LS #22762

2586.16'
N89°56'23"W 2641.16'

JOMAX ROAD

EX. 55' R/W

EX. 55' R/W

SOUTHEAST CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND CITY OF PHOENIX
BRASS CAP FLUSH

APN 201-09-051
CITY OF PEORIA
A MUNICIPAL CORPORATION
DOCUMENT # 2002-0193114

APN 201-09-179
TERRAMAR PARCEL 6
BOOK 482 OF MAPS, PAGE 11

APN 201-09-956
TERRAMAR PARCEL 5
BOOK 472 OF MAPS, PAGE 48

N

100' 50' 0 100'

SCALE: 1" = 100'

PEORIA NO.: R140052

SEE SHEET 5 FOR
CURVE TABLE

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Phoenix, Arizona 85014
602-264-6831
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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

[redacted]

CVL Contact: R. WEED
CVL Project # 01-0232201
CVL File #:

Plotted By: Parker Print Date: August 28, 2014 File name: N:\01232201\CADD\Phase 1\PRELIM\CS-MFI-MPLAT-03.dwg

COUNTY RECORDER

MATCH SHEET 11

MATCH SHEET 13

MATCH SHEET 6

N00°28'07"W 2632.06'

N00°28'07"W 2636.43'

MID SECTION LINE

100-YEAR FLOODPLAIN LIMIT

EROSION SETBACK LIMITS

EXISTING 404 WASH

CENTER OF SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
NOT FOUND, NOT SET

TRACT L

S89°49'09"E 2645.53'
2590.53'

MID SECTION LINE

TRACT L

JURISDICTIONAL BOUNDARY
CITY OF PEORIA (WEST)
CITY OF PHOENIX (EAST)

TRACT M

S00°02'29"W 2628.01'

APN 201-28-375
EAGLE PRESERVE
COMMUNITY ASSOCIATION
DOCUMENT # 2003-0200591

EAST QUARTER CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND MARICOPA COUNTY HIGHWAY
DEPARTMENT BRASS CAP FLUSH

APN 201-07-758
EAGLE PRESERVE
COMMUNITY ASSOCIATION
DOCUMENT # 2005-0533093

TRACT M

S00°22'29"E 2624.83'

JURISDICTIONAL BOUNDARY
CITY OF PEORIA (WEST)
CITY OF PHOENIX (EAST)

APN 201-07-728
ALBERT P. MARTINEZ
DOCUMENT # 2005-1027447

MATCH SHEET 9

PEORIA NO. R140052

SEE SHEET 5 FOR
CURVE TABLE

CVL CONSULTANTS
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Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

[redacted]

10 SHEET OF 13

CVL Contact: R. WEED
CVL Project # 01-0232201
CVL File #

Printed By: Parker Print Date: August 28, 2014 Filename: N:\01\0232201\CADD\Phase 1\Master\Aloravita 01S.DWG\MFP\MFP-01 (8.0-in)

COUNTY RECORDER

APN 201-03-025
CITY OF PEORIA
DOCUMENT # 2005-0500754

S89°44'09"E 2668.96'
2613.96'

55.00

NORTH QUARTER CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST,
FOUND ALUMINUM CAP FLUSH
STAMPED LS #19854

NORTHEAST CORNER, SECTION 36,
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND ALUMINUM CAP FLUSH
STAMPED LS #27239

JURISDICTIONAL BOUNDARY
CITY OF PEORIA (WEST)
CITY OF PHOENIX (EAST)

55'

TRACT M

TRACT L

APN 201-04-375
EAGLE PRESERVE
COMMUNITY ASSOCIATION
DOCUMENT # 2019-0200581

MATCH SHEET 12

MID SECTION LINE

N00°26'07"W
2632.00'

N00°07'24"E
2626.00'

S00°02'29"W 2629.01'

MATCH SHEET 10

100' 50' 0 100'
SCALE: 1" = 100'

PEORIA NO.: R140052

SEE SHEET 5 FOR
CURVE TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvl.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

SHEET 11 OF 13

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Printed By: Parker Print Date: Aug ut 28, 2014 Filename: N:\01023201\CADD\Plats\Masterplat\PS-FSI-MPLAT-01.dwg

COUNTY RECORDER

SCALE: 1" = 100'

APN 201-03-004E
MARICOPA COUNTY
FLOOD CONTROL DISTRICT
DOCUMENT # 13416-0839

APN 201-39-459
SONORAN MOUNTAIN RANCH
HOMEOWNERS ASSOCIATION
DOCUMENT # 2006-0595501

APN 201-39-609
BOB SCHNEIDER
DOCUMENT # 2005-0835466

APN 201-03-025
CITY OF PEORIA
DOCUMENT # 2005-0508754

S89°44'10"E 2668.91'

NORTHWEST CORNER, SECTION 36,
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND MARICOPA COUNTY ALUMINUM CAP FLUSH
STAMPED LS #29891

NORTH QUARTER CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND ALUMINUM CAP FLUSH
STAMPED LS #[illegible]

30' WATER & SEWER EASEMENT
PER RW 18-109440
PER DOC. #2004-1225789

APN 201-20-002
MARICOPA COUNTY
FLOOD CONTROL DISTRICT
DOCUMENT # 13416-0839

TRACT L

N00°45'13"W 2636.12'

MATCH SHEET 11

N00°45'13"W
2632.63'

MATCH SHEET 13

PEORIA NO.: R140052

SEE SHEET 5 FOR
CURVE TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

[redacted]

SHEET 12 OF 13

CVL Contact: R. WEED
CVL Project # 01-0232201
CVL File #

Plotted By: Parker Print Date: August 26, 2014 Filename: N:\01\0232201\CADD\Phase 1\Reproducibles\FINAL\PLAT 03.dwg

COUNTY RECORDER

SCALE: 1" = 100'

MATCH SHEET 12

APN 201-20-002
MARICOPA COUNTY
FLOOD CONTROL DISTRICT
DOCUMENT # 13418-0639

N00°46'13"W 2636.12'

30' WATER & SEWER EASEMENT
PER R/W 16-109440
PER DOC. #2004-1225789

TRACT L

WEST QUARTER CORNER, SECTION 36,
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND ALUMINUM CAP FLUSH
STAMPED LS #27239

S89°49'09"E
2654.99'

MID SECTION LINE

CENTER OF SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
NOT FOUND, NOT SET

N00°26'07"W
2632.09'

MATCH SHEET 10

EX. 50' R/W

40' RIGHT-OF-WAY EASEMENT
PER ARIZONA STATE LAND DEPARTMENT
PATENT NO. 7162

N00°46'18"W 2635.65'
827.22'

TRACT L

EXISTING 404 WASH

EROSION SETBACK LIMITS

TRACT L

100-YEAR FLOODPLAIN LIMIT

MID SECTION LINE

N00°26'07"W
2630.49'

8' P.U.E.

S41°59'45"W
44.05'

50.00'
S89°13'47"W

N41°32'12"W
44.05'

8' P.U.E.

C41

C42

MATCH SHEET 5

N00°27'12"W 204.40'

S64°04'38"E 715.40'

MATCH SHEET 6

C43

C39

EX. 50' R/W

S89°13'42"W
35.00'

N45°46'18"W
42.43'

N89°13'42"E
248.89'

8' P.U.E.

C44

S30°48'14"W
40.85'

50.00'
S73°27'14"W

N63°33'46"W
40.85'

C45

MATCH SHEET 4

PEORIA NO.: R140052

SEE SHEET 5 FOR
CURVE TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

MASTER FINAL PLAT

ALORAVITA PHASE 1
PEORIA, ARIZONA

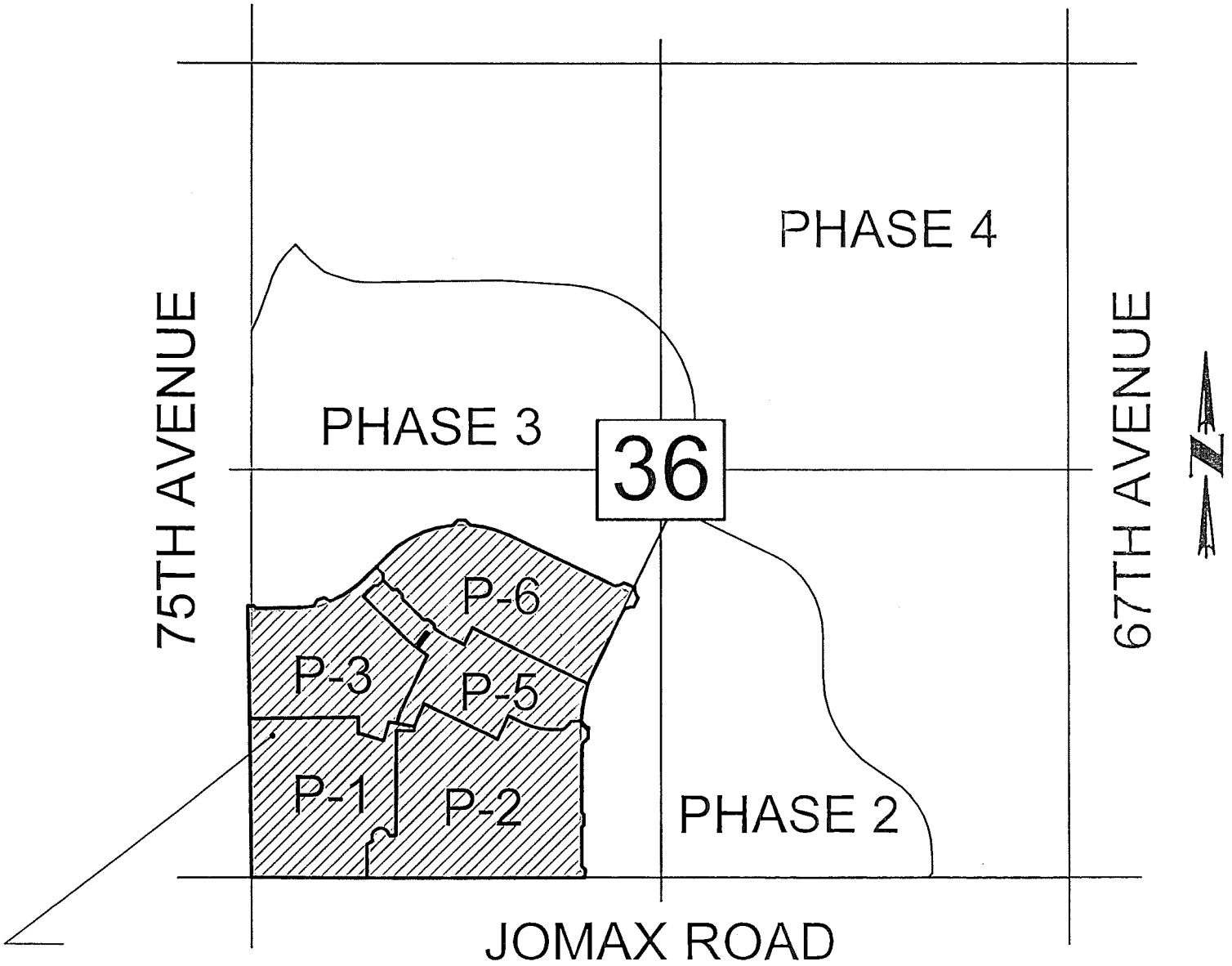
[redacted]

SHEET 13 OF 13

CVL Engineer R. WEED
CVL Project # 01-0202201
CVL File #

Plotted By: PVMar Print Date: August 28, 2014 Filename: K:\Projects\201\CADD\Phase 1\Subdivision\PCS\FINAL\MFL\MFL01.dwg

ALORAVITA SUBDIVISION



VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17R

Date Prepared: August 28, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, Aloravita Phase 1 - Parcel 1, 75th Avenue and Jomax Road (Project No. R140053)**

Purpose:

This is a request for City Council to approve the Final Plat for Aloravita Phase 1 - Parcel 1, located on 75th Avenue and Jomax Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 65 new lots

within the Aloravita Planned Community District. All internal roadways are public and will be maintained by the City.

The Master Final Plat for Aloravita dedicated the major roadway network and established the overall parcel boundaries. As each parcel is ready to develop, it is necessary to replat that parcel, to dedicate the local roadways and establish the individual lots.

Previous Actions:

The Master Final Plat for Aloravita is on the agenda for the City Council meeting on October 7th, and will be recorded prior to this parcel Final Plat. The preliminary plat for this parcel was approved on September 2, 2014. There are no significant changes from the preliminary plat to the proposed final plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT FOR

"ALORAVITA PHASE 1 - PARCEL 1"

BEING A SUBDIVISION OF PARCEL 1 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1"
RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING
WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "ALORAVITA PHASE 1 - PARCEL 1", BEING A SUBDIVISION OF PARCEL 1 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ALORAVITA PHASE 1 - PARCEL 1" DESCRIBIED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATE TO THE CITY OF PEORIA 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 SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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 EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACT E. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT (AT THE CITY OF PEORIA'S DISCRETION) TO ALLOW OTHER UTILITIES TO UTILIZE SUCH EASEMENT, INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES 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 UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

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.

DEDICATION

THE UNDERSIGNED ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF __________, 2014.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

ITS: ______________________

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ___ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

ALORAVITA HOMEOWNERS ASSOCIATION, AN ARIZONA NON PROFIT CORPORATION

BY: ______________________

ITS: ______________________

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT ACKNOWLEDGEMENT

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

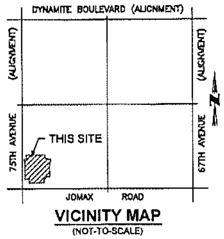
______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #____, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #____.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. 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.
6. 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.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
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 IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. (INSERT THE NAME OF THE STREET(S)) IS/ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
14. HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDIRANCES.
16. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 65 DWELLINGS WITHIN THE ENTIRE SUBDIVISION.
17. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS APPLIES TO LOTS 2, 39, 43, 56 AND 61 (**).



VICINITY MAP
(NOT-TO-SCALE)

OWNER / DEVELOPER

ALORAVITA I, LLC
27417 N. 86TH LANE
PEORIA, AZ 85383
PHONE: (602) 999-8346
CONTACT: SIDNEY ALLSOP

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0831
CONTACT: RYAN WEED

SITE AREA

607,826 SQUARE FEET OR 13.954 ACRES

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS ________ DAY OF ________________, 2014.

BY: ______________________ MAYOR   __________ DATE

ATTEST: ______________________ CITY CLERK   __________ DATE

______________________ FOR CITY ENGINEER   __________ DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [redacted]
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PEORIA NO.: RXXXXXX

GROSS AREA = 13.954 ACRES

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

COUNTY RECORDER

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 1
PEORIA, ARIZONA

[redacted]

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #: 505 P14 -

Printed By: Parker Print Date: July 14, 2014

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE ALUMINUM CAP FLUSH STAMPED LS# 27239 MARKING THE WEST QUARTER CORNER OF SAID SECTION 36 BEARS NORTH 00°46'16" WEST, A DISTANCE OF 2,633.66 FEET;

THENCE NORTH 00°46'16" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 909.47 FEET;

THENCE NORTH 89°13'45" EAST. DEPARTING SAID WEST LINE, A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING;

[illegible]

THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 117.93 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 73°27'48" EAST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°34'33", A DISTANCE OF 1.52 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 118°09'32", A DISTANCE OF 113.42 FEET;

THENCE SOUTH 00°46'16" EAST, A DISTANCE OF 118.98 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 58.00 FEET;
THENCE SOUTH 00°46'15" EAST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 118.00 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 118.00 FEET;
THENCE SOUTH 00°46'16" EAST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 118.00 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 102.32 FEET;

THENCE NORTH 44°13'45" EAST, A DISTANCE OF 33.63 FEET TO A POINT ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 30°34'46" EAST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°16'27", A DISTANCE OF 25.22 FEET;

THENCE SOUTH 44°13'45" WEST, A DISTANCE OF 33.30 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 105.00 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 116.00 FEET;
THENCE NORTH 89°13'45" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 58.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 89°13'45" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 58.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 89°13'45" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 58.00 FEET;
THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 89°13'45" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 124.00 FEET;
THENCE SOUTH 80°13'45" WEST, A DISTANCE OF 21.02 FEET;

THENCE NORTH 00°46'16" WEST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.954 ACRES, MORE OR LESS.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 80°44'10" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 588 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

BENCHMARKS

CITY OF PEORIA BRASS CAP FLUSH AT THE INTERSECTION OF 75TH AVENUE AND JOMAX ROAD BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1372.97' (CITY OF PEORIA DATUM & NAVD-88)

MARICOPA COUNTY BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1567.39' (NAVD-88)

MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1639.64' (NAVD-88)

FLOOD ZONE INFORMATION

ZONE "X";
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-1255L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

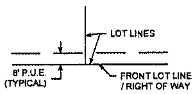
FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A' = 0.076 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'B' = 0.039 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'C' = 0.038 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'D' = 0.038 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'E' = 0.065 ACRES	LANDSCAPE, DRAINAGE, P.U.E., MULTI-USE TRAIL
TRACT 'F' = 0.019 ACRES	LANDSCAPE, P.U.E., U.V.E.
TOTAL = 0.265 ACRES	

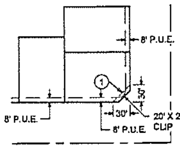
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	457,757	10.509
TOTAL AREA OF TRACTS (A - F)	11,560	0.266
TOTAL AREA OF STREETS	138,499	3.180
TOTAL GROSS AREA	607,825	13.954

LEGEND

(symbol)	INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
(symbol)	INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)
(symbol)	INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
(symbol)	INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
(symbol)	INDICATES SECTION LINE
(symbol)	INDICATES MID-SECTION LINE
(symbol)	INDICATES BOUNDARY LINE
(symbol)	INDICATES LOT LINE
(symbol)	INDICATES CENTERLINE
(symbol)	INDICATES EASEMENT
(1)	INDICATES UNOBSTRUCTED VIEW EASEMENT (30' X 30')
U.V.E.	INDICATES UNOBSTRUCTED VIEW EASEMENT
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
V.N.A.E.	INDICATES VEHICULAR NON ACCESS EASEMENT
AC.	INDICATES ACRES
C1	INDICATES CURVE NUMBER
* *	INDICATES HEADLIGHT INTRUSION
M.C.R.	INDICATES MARICOPA COUNTY RECORDER



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)



SETBACKS
BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

(1) LOCAL TO LOCAL STREET INTERSECTIONS WILL HAVE A 30' X 30' UNOBSTRUCTED VIEW EASEMENT

NO OBJECT WITHIN VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.

NOTE: CONCRETE MASONRY WALLS CANNOT BE CONSTRUCTED IN THE PUBLIC UTILITY EASEMENT

50', 60' & 70' TYPICAL LOT LAYOUT
(NOT-TO-SCALE)

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	55.00	1.52	001°34'33"	0.76	1.51	S17°19'28.5"E
2	55.00	113.42	118°09'32"	91.82	94.37	S40°58'01.0"W
3	55.00	25.22	026°16'27"	12.84	25.00	N46°17'00.5"W
4	200.00	57.07	016°20'53"	28.73	56.87	S82°35'48.5"E
5	200.00	57.07	016°20'53"	28.73	56.87	N07°24'11.5"E
6	55.00	16.65	017°20'29"	8.39	16.58	S07°53'59.5"W
7	55.00	119.69	124°40'59"	104.94	97.43	S45°46'15.5"E
8	55.00	16.65	017°20'30"	8.39	16.58	N80°33'30.0"E
9	55.00	16.65	017°20'29"	8.39	16.58	S82°06'00.5"E
10	55.00	119.69	124°40'59"	104.94	97.43	N44°13'44.5"E
11	55.00	16.65	017°20'30"	8.39	16.58	N09°26'30.0"W
12	175.00	49.93	016°20'53"	25.14	49.76	N07°24'11.5"E
13	225.00	40.56	010°19'43"	20.34	40.51	N85°38'23.5"W
14	175.00	26.34	008°37'22"	13.19	26.31	S86°27'34.0"E
15	225.00	64.20	016°20'53"	32.32	63.98	S07°24'11.5"W

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	65
TOTAL NUMBER OF TRACTS	6
GROSS RESIDENTIAL DENSITY	4.658 D.U./A.C.

COUNTY RECORDER

LOT AREAS	
LOT NUMBER	AREA (SQUARE FEET)
1	6,961
2	6,961
3	6,961
4	6,961
5	6,961
6	6,961
7	6,961
8	6,961
9	6,961
10	6,994
11	7,105
12	7,105
13	7,105
14	7,105
15	7,105
16	7,105
17	7,033
18	7,033
19	7,105
20	7,105
21	7,105
22	7,105
23	7,105
24	7,033
25	6,888
26	6,960
27	6,960
28	6,960
29	6,960
30	6,960
31	6,888
3Z	6,888
33	6,960
34	6,960
35	6,960
36	6,960
37	6,960
38	6,888
39	6,960
40	6,960
41	6,605
42	6,960
43	6,960
44	6,960
45	6,960
46	6,960
47	6,950
48	7,100
49	6,960
50	7,134
51	7,134
52	6,960
53	6,960
54	7,080
55	6,826
56	6,966
57	7,193
58	7,076
59	7,250
60	7,076
61	7,250
62	7,076
63	7,250
64	7,076
65	7,004
TOTAL	457,757

PEORIA NO.: RXXXXXX

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

Coe & Van Loo Consultants, Inc.

NO.	REVISION	DATE

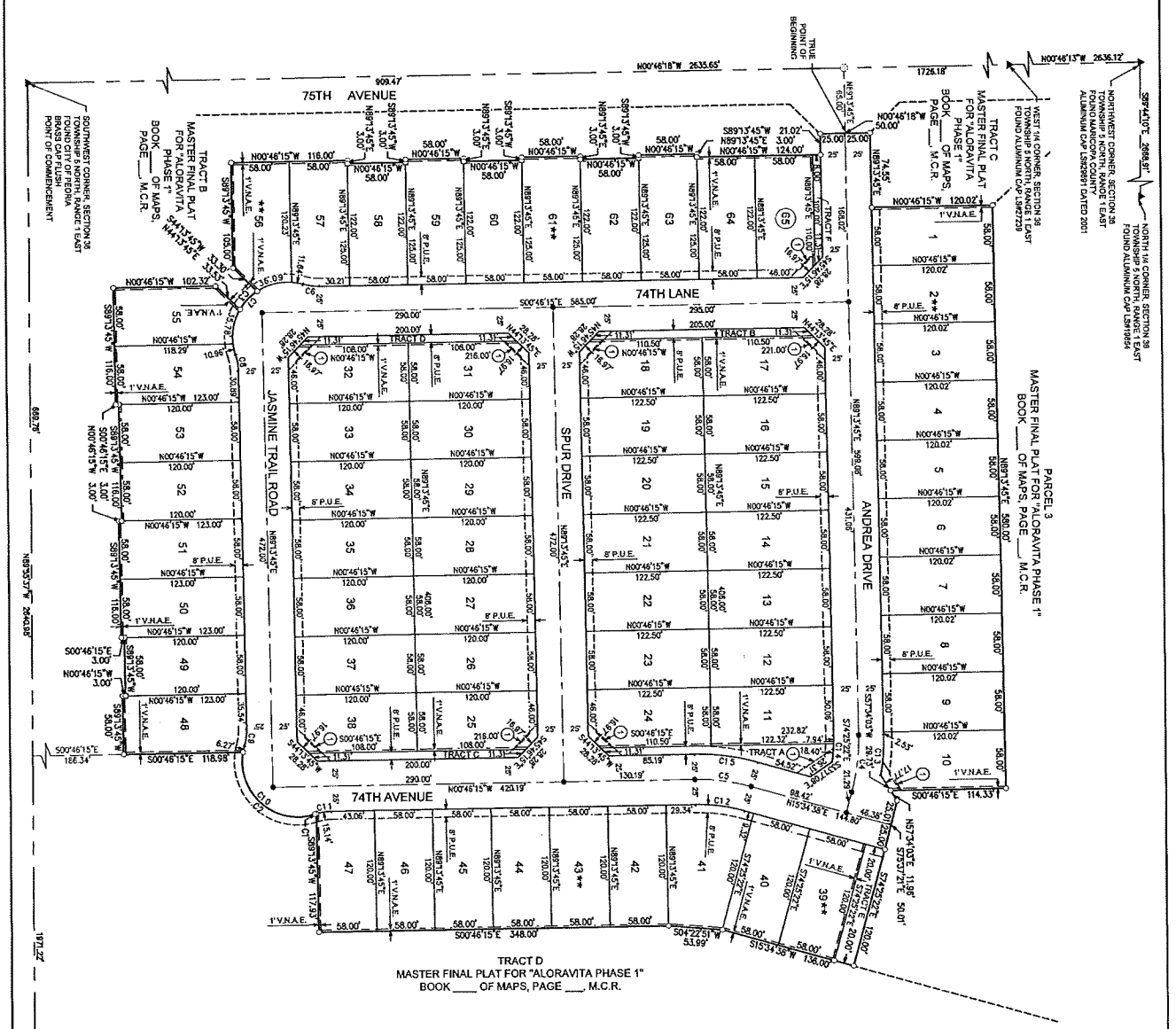
FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 1
PEORIA, ARIZONA

[redacted]

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Printed By: Parker Print Date: July 18, 2014 Filename: N:\01\0232201\CADD\Phase 1\Parcel 1\05.PH1.P01.FPLAT.01.dwg



SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

PEORIA NO: BXXXXXX

SCALE: 1" = 50'

COUNTY RECORDER

SHEET 3 OF 3

Drawn by: R. VREED
Date: 07-02-2014
Drawing: 0232201

FINAL PLAT

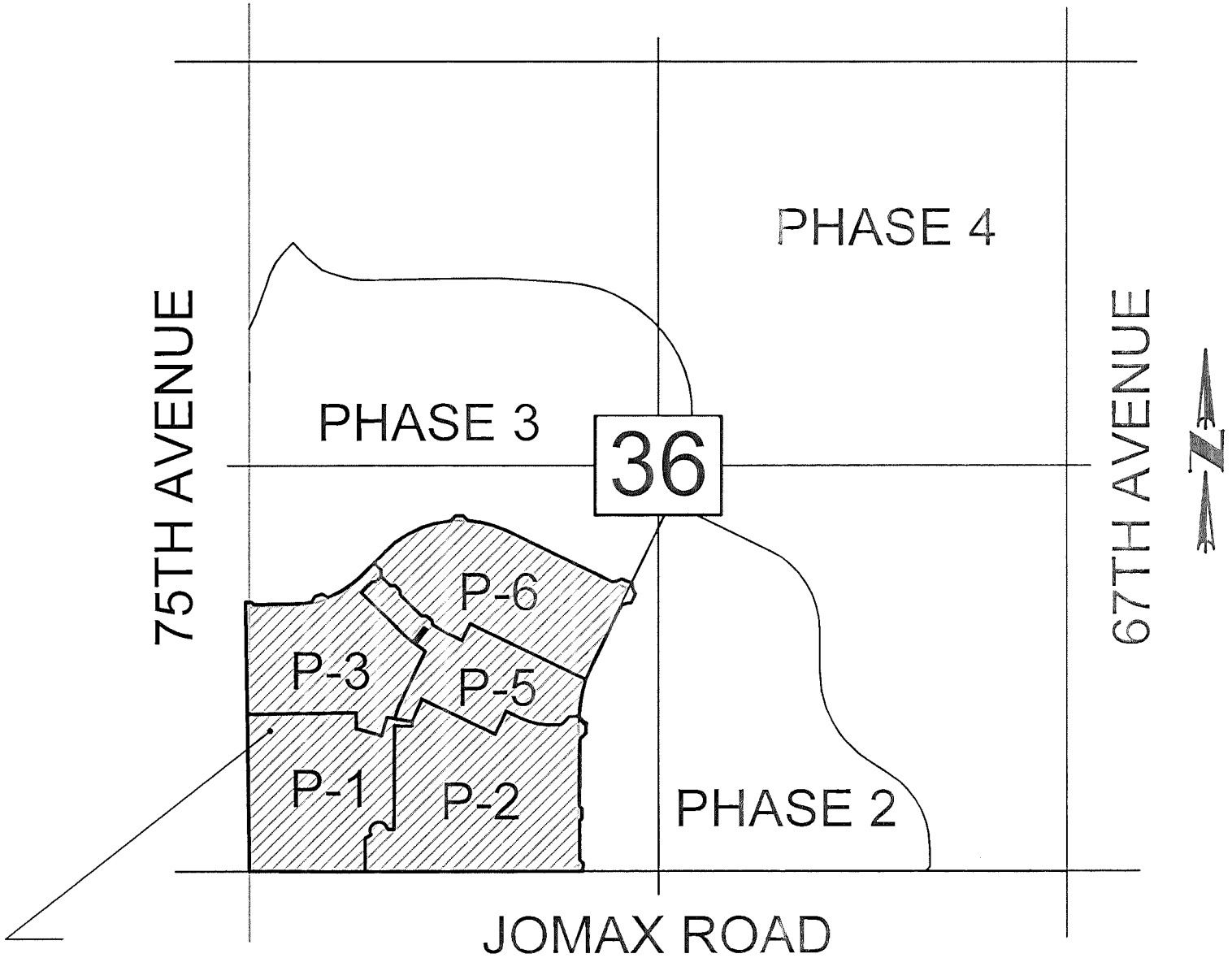
ALORAVITA PHASE 1 - PARCEL 1
PEORIA, ARIZONA

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

ALORAVITA SUBDIVISION



VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18R

Date Prepared: August 28, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, Aloravita Phase 1 - Parcel 2, 75th Avenue and Jomax Road (Project No. R140054)**

Purpose:

This is a request for City Council to approve the Final Plat for Aloravita Phase 1 - Parcel 2, located on 75th Avenue and Jomax Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 65 new lots

within the Aloravita Planned Community District. All internal roadways are public and will be maintained by the City.

The Master Final Plat for Aloravita dedicated the major roadway network and established the overall parcel boundaries. As each parcel is ready to develop, it is necessary to replat that parcel, to dedicate the local roadways and establish the individual lots.

Previous Actions:

The Master Final Plat for Aloravita is on the agenda for the City Council meeting on October 7th, and will be recorded prior to this parcel Final Plat. The preliminary plat for this parcel was approved on September 2, 2014. There are no significant changes from the preliminary plat to the proposed final plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT FOR
"ALORAVITA PHASE 1 - PARCEL 2"

BEING A SUBDIVISION OF PARCEL 2 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "ALORAVITA PHASE 1 - PARCEL 2", BEING A SUBDIVISION OF PARCEL 2 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ALORAVITA PHASE 1 - PARCEL 2" DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATE TO THE CITY OF PEORIA 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 SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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 EASEMENTS (PUE) AND SIDEWALK EASEMENTS (SE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACT E. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT (AT THE CITY OF PEORIA'S DISCRETION) TO ALLOW OTHER UTILITIES TO UTILIZE SUCH EASEMENT, INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPENATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES 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 UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

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.

DEDICATION

THE UNDERSIGNED ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF ________, 2014.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

ITS: ______________________

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

ALORAVITA HOMEOWNERS ASSOCIATION, AN ARIZONA NON PROFIT CORPORATION

BY: ______________________

ITS: ______________________

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT ACKNOWLEDGEMENT

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

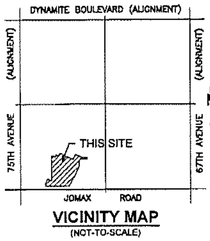
WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #____, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #____.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. 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.
6. 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.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
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 IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. (INSERT THE NAME OF THE STREET(S)) IS/ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
14. HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
16. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 65 DWELLINGS WITHIN THE ENTIRE SUBDIVISION.
17. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS APPLIES TO LOTS 5, 9, 19 AND 38 (*).

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

OWNER / DEVELOPER

ALORAVITA I, LLC
27417 N, 86TH LANE
PEORIA, AZ 85383
PHONE: (602) 899-8346
CONTACT: SIDNEY ALLSOP

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-6831
CONTACT: RYAN WEED

SITE AREA

753,895 SQUARE FEET OR 17.307 ACRES

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS ________ DAY OF __________________, 2014.

BY: ______________________ MAYOR ____________ DATE

ATTEST: ______________________ CITY CLERK ____________ DATE

______________________ FOR CITY ENGINEER ____________ DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [redacted]
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PEORIA NO.: RXXXXXX

GROSS AREA = 17.303 ACRES	SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 2
PEORIA, ARIZONA

[redacted]

SHEET 1 OF 3

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #: 506 P14

Printed By: Parker Print Date: July 16, 2014

FINAL PLAT
ALORAVITA PHASE 1 - PARCEL 2
PEORIA, ARIZONA

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE ALUMINUM CAP FLUSH STAMPED LS# 27239 MARKING THE WEST QUARTER CORNER OF SAID SECTION 30 BEARS NORTH 00°40'18" WEST, A DISTANCE OF 2,633.65 FEET;

THENCE SOUTH 89°55'37" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,148.00 FEET;

THENCE NORTH 00°04'23" EAST, A DISTANCE OF 961.14 FEET;

THENCE NORTH 89°55'37" WEST, A DISTANCE OF 83.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°04'23" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 89°55'37" WEST, A DISTANCE OF 87.66 FEET TO THE BEGINNING OF A TANGENT CURVE OF 425.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°59'45", A DISTANCE OF 118.65 FEET;

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 79.27 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 14.85 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 27.00 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 7.00 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 7.00 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 6.00 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 28°34'58" WEST, A DISTANCE OF 69.46 FEET;
THENCE NORTH 61°25'02" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 28°34'58" WEST, A DISTANCE OF 63.00 FEET;
THENCE NORTH 61°25'02" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 28°34'58" WEST, A DISTANCE OF 266.86 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 104.73 FEET;
THENCE SOUTH 00°04'23" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 126.00 FEET;
THENCE NORTH 00°04'23" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 00°04'23" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 63.00 FEET;
THENCE NORTH 00°04'23" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 00°04'23" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 63.00 FEET;
THENCE NORTH 00°04'23" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 63.00 FEET;
THENCE SOUTH 00°04'23" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 126.00 FEET;
THENCE NORTH 00°04'23" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89°55'37" WEST, A DISTANCE OF 63.00 FEET;
THENCE NORTH 00°04'23" EAST, A DISTANCE OF 111.08 FEET;

THENCE NORTH 55°56'25" EAST, A DISTANCE OF 55.00 FEET TO A POINT ON A 50.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 55°56'25" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 184°07'58", A DISTANCE OF 160.69 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 50.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°00'00", A DISTANCE OF 52.36 FEET;

THENCE SOUTH 89°55'37" EAST, A DISTANCE OF 16.20 FEET;
THENCE NORTH 00°04'23" EAST, A DISTANCE OF 706.00 FEET;
THENCE NORTH 06°24'57" EAST, A DISTANCE OF 52.99 FEET;

THENCE SOUTH 70°21'26" EAST, A DISTANCE OF 120.00 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 79°21'26" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°16'58", A DISTANCE OF 60.02 FEET;

THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A 175.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 64°04'28" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°11'36", A DISTANCE OF 3.65 FEET;

THENCE SOUTH 23°24'54" EAST, A DISTANCE OF 26.69 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 18°26'16" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°38'19", A DISTANCE OF 14.29 FEET;

THENCE NORTH 25°55'32" EAST, A DISTANCE OF 120.51 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 452.50 FEET;
THENCE NORTH 25°55'32" EAST, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 120.25 FEET TO THE BEGINNING OF A TANGENT CURVE OF 375.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'09", A DISTANCE OF 169.20 FEET;

THENCE SOUTH 89°55'37" EAST, A DISTANCE OF 87.66 FEET;

THENCE SOUTH 00°04'23" WEST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 17.303 ACRES, MORE OR LESS.

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A' = 0.028 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'B' = 0.049 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'C' = 0.227 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'D' = 0.024 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'E' = 0.120 ACRES	LANDSCAPE, DRAINAGE, P.U.E., MULTI-USE TRAIL
TRACT 'F' = 0.154 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'G' = 0.024 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'H' = 0.135 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'I' = 0.150 ACRES	LANDSCAPE, P.U.E., U.V.E.
TOTAL = 0.911 ACRES	

LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	531,148	12.194
TOTAL AREA OF TRACTS (A - I)	39,671	0.911
TOTAL AREA OF STREETS	182,887	4.198
TOTAL GROSS AREA	753,706	17.303

LEGEND

Symbol	Meaning
(section corner symbol)	INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
(found brass cap symbol)	INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)
(center line monument symbol)	INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
(subdivision corner symbol)	INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
(line)	INDICATES SECTION LINE
(line)	INDICATES MID-SECTION LINE
(line)	INDICATES BOUNDARY LINE
(line)	INDICATES LOT LINE
(line)	INDICATES CENTERLINE
(line)	INDICATES EASEMENT
(1)	INDICATES UNOBSTRUCTED VIEW EASEMENT (30' X 30')
U.V.E.	INDICATES UNOBSTRUCTED VIEW EASEMENT
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
V.N.A.E.	INDICATES VEHICULAR NON ACCESS EASEMENT
S.E.	INDICATES SIDEWALK EASEMENT
AC.	INDICATES ACRES
C1	INDICATES CURVE NUMBER
* *	INDICATES HEADLIGHT INTRUSION
M.C.R.	INDICATES MARICOPA COUNTY RECORDER

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°44'10" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 588 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

FLOOD ZONE INFORMATION

ZONE "X":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-1265L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

BENCHMARKS

CITY OF PEORIA BRASS CAP FLUSH AT THE INTERSECTION OF 75TH AVENUE AND JOMAX ROAD BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

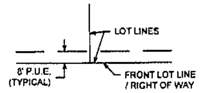
ELEVATION = 1372.97' (CITY OF PEORIA DATUM & NAVD-88)

MARICOPA COUNTY BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

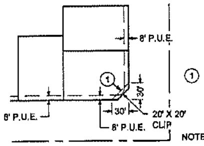
ELEVATION = 1567.39' (NAVD-88)

MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1539.64' (NAVD-88)



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)



SETBACKS
BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

(1) LOCAL TO LOCAL STREET INTERSECTIONS WILL HAVE A 30' X 30' UNOBSTRUCTED VIEW EASEMENT

NO OBJECT WITHIN VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.

NOTE: CONCRETE MASONRY WALLS CANNOT BE CONSTRUCTED IN THE PUBLIC UTILITY EASEMENT

50', 60' & 70' TYPICAL LOT LAYOUT
(NOT-TO-SCALE)

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	65
TOTAL NUMBER OF TRACTS	9
GROSS RESIDENTIAL DENSITY	3.756 D.U./A.C

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	425.00	118.65	015°59'45"	59.71	118.27	N81°55'44.5"W
2	50.00	160.69	184°07'58"	---	99.93	N58°00'24.0"E
3	50.00	52.36	060°00'00"	28.87	50.00	S59°55'37.0"E
4	225.00	60.02	015°16'58"	30.19	59.84	N18°17'03.0"E
5	175.00	3.65	001°11'36"	1.82	3.65	S25°19'44.0"W
6	225.00	14.29	003°38'19"	7.15	14.29	S69°44'34.5"E
7	375.00	169.20	025°51'09"	86.07	167.77	S77°00'02.5"E
8	400.00	180.49	025°51'09"	91.81	178.98	N77°00'02.5"W
9	425.00	115.74	015°36'15"	58.23	115.39	S18°07'24.5"W
10	375.00	119.52	018°15'41"	60.27	119.02	S19°27'07.5"W
11	200.00	90.24	025°51'09"	45.90	89.48	N12°59'57.5"E
12	200.00	75.53	021°38'20"	38.22	75.09	S79°06'27.0"E
13	200.00	55.95	016°01'44"	28.16	55.77	S72°05'20.0"E
14	225.00	101.53	025°51'09"	51.64	100.66	S12°59'57.5"W
15	50.00	209.44	240°00'00"	---	86.60	S30°04'23.0"W
16	55.00	16.65	017°20'29"	8.39	16.58	S81°15'22.5"E
17	55.00	92.32	096°10'23"	61.27	81.86	N59°19'40.5"E
18	55.00	16.65	017°20'29"	8.39	16.58	N19°54'43.5"E
19	400.00	127.48	018°15'41"	64.29	126.95	N19°27'07.5"E
20	400.00	108.94	015°36'15"	54.81	108.60	N18°07'24.5"E
21	425.00	191.76	025°51'09"	97.54	190.14	S77°00'02.5"E
22	175.00	66.09	021°38'20"	33.44	65.70	S79°06'27.0"E
23	175.00	14.56	004°46'05"	7.29	14.56	S66°27'30.5"E
24	450.00	12.27	001°33'47"	6.14	12.28	S11°06'10.5"W
25	350.00	24.62	004°01'51"	12.32	24.62	S12°20'12.5"W
26	225.00	84.98	021°38'20"	43.00	84.47	N79°06'27.0"W
27	450.00	19.80	002°31'16"	9.90	19.80	S24°39'54.0"W
28	225.00	29.41	007°29'16"	14.72	29.38	N67°49'06.0"W

LOT AREAS	
LOT NUMBER	AREA (SQUARE FEET)
1	7,510
2	8,490
3	10,071
4	11,673
5	11,492
6	9,987
7	9,067
8	8,598
9	8,725
10	7,875
11	7,560
12	7,560
13	8,943
14	11,727
15	7,085
16	7,740
17	7,560
18	7,740
19	7,560
20	7,740
21	7,560
22	7,740
23	7,774
24	8,101
25	7,510
26	7,560
27	7,560
28	7,540
29	7,850
30	7,875
31	7,875
32	7,875
33	7,825
34	7,510
35	7,560
36	7,500
37	7,500
38	7,500
39	7,500
40	7,560
41	7,500
42	7,560
43	7,560
44	7,899
45	8,124
46	7,560
47	7,560
48	7,500
49	7,510
50	10,215
51	9,478
52	9,181
53	8,428
54	7,475
55	7,560
56	8,104
57	9,192
58	11,039
59	7,563
60	7,560
61	7,560
62	7,560
63	7,560
64	7,560
65	7,560
TOTAL	531,148

COUNTY RECORDER

PEORIA NO.: RXXXXXX

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

NO.	REVISION	DATE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

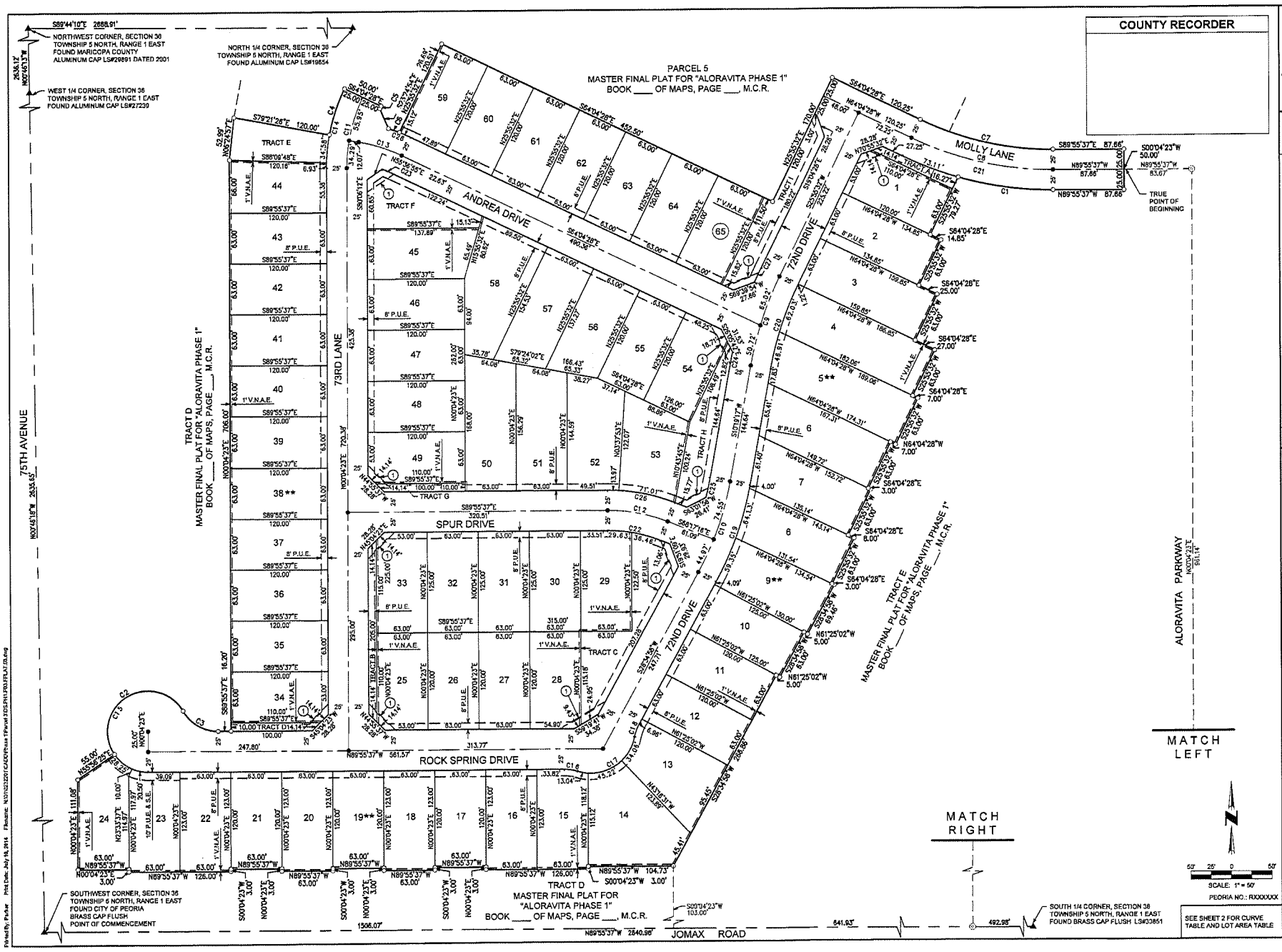
Coe & Van Loo Consultants, Inc.

[redacted]

SHEET 2 OF 3

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Printed By: Parker Print Date: July 18, 2014 Filename: N:\01023220\1CADD\Phase 1\Parcel 3\DS.PH1.P03.FFLAT.01.dwg



CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 2

PEORIA, ARIZONA

SHEET 3 OF 3

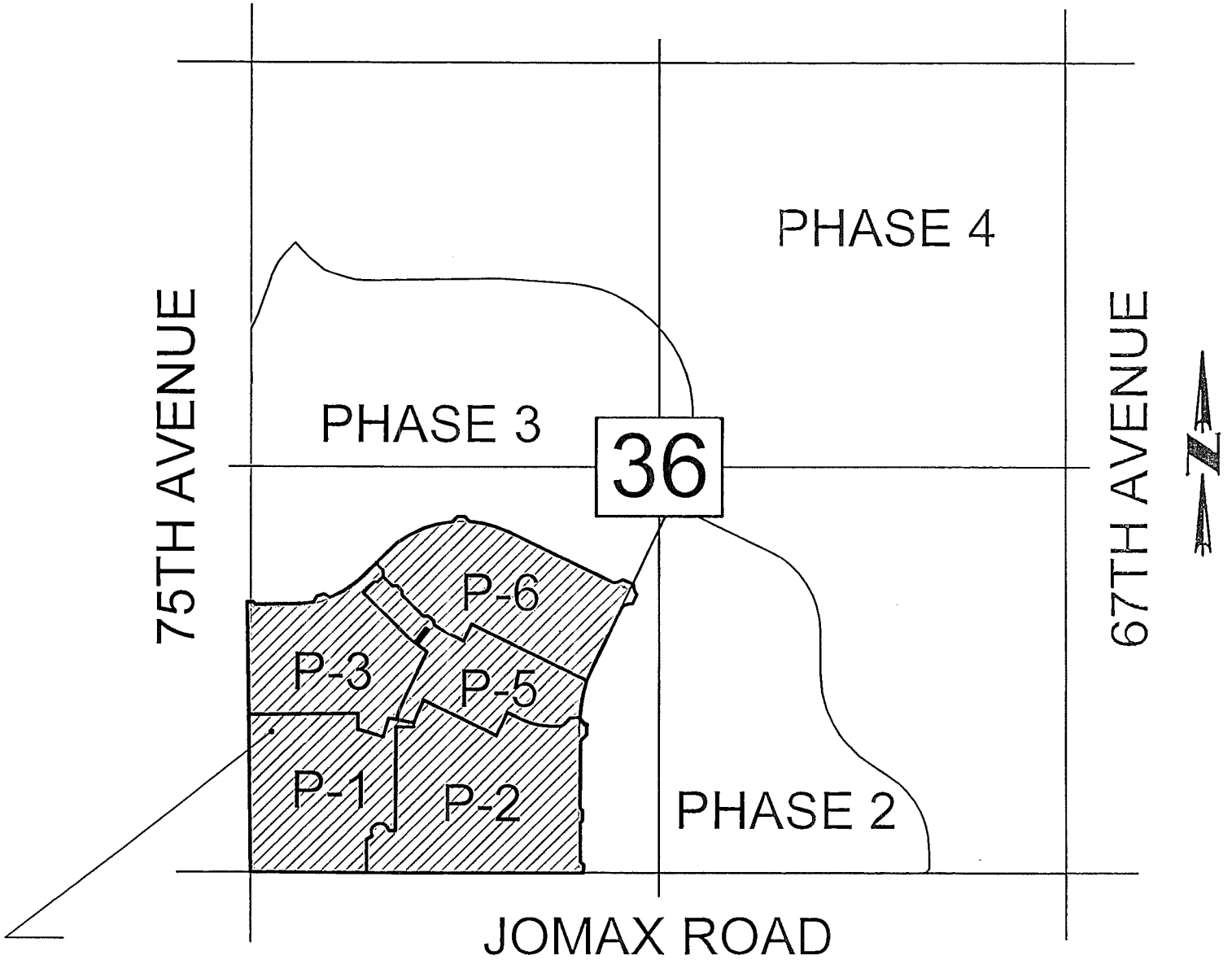
CVL Contact: R. WEED

CVL Project #: 01-0232201

CVL File #:

Plotted By: Pulver Print Date: July 18, 2016 Filename: N:\01\0232201\CADD\Plats 1\Parcel 3\03-PH1-FB3-FINAL PLAT.dwg

ALORAVITA SUBDIVISION



VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19R

Date Prepared: August 28, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, Aloravita Phase 1 - Parcel 3, 75th Avenue and Jomax Road (Project No. R140055)**

Purpose:

This is a request for City Council to approve the Final Plat for Aloravita Phase 1 - Parcel 3, located on 75th Avenue and Jomax Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 59 new lots

within the Aloravita Planned Community District. All internal roadways are public and will be maintained by the City.

The Master Final Plat for Aloravita dedicated the major roadway network and established the overall parcel boundaries. As each parcel is ready to develop, it is necessary to replat that parcel, to dedicate the local roadways and establish the individual lots.

Previous Actions:

The Master Final Plat for Aloravita is on the agenda for the City Council meeting on October 7th, and will be recorded prior to this parcel Final Plat. The preliminary plat for this parcel was approved on September 2, 2014. There are no significant changes from the preliminary plat to the proposed final plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT FOR

"ALORAVITA PHASE 1 - PARCEL 3"

BEING A SUBDIVISION OF PARCEL 3 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "ALORAVITA PHASE 1 - PARCEL 3", BEING A SUBDIVISION OF PARCEL 3 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ALORAVITA PHASE 1 - PARCEL 3" DESCRIBIED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATE TO THE CITY OF PEORIA 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 SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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 EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT (AT THE CITY OF PEORIA'S DISCRETION) TO ALLOW OTHER UTILITIES TO UTILIZE SUCH EASEMENT, INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES 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 UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

THE UNDERSIGNED ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF __________, 2014.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

ITS: ______________________

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

__________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

ALORAVITA HOMEOWNERS ASSOCIATION, AN ARIZONA NON PROFIT CORPORATION

BY: ______________________

ITS: ______________________

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT ACKNOWLEDGEMENT

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

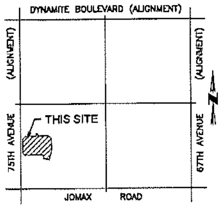
__________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #____, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #____.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. 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.
6. 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.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
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 IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. (INSERT THE NAME OF THE STREET(S)) IS/ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
14. HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
16. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 59 DWELLINGS WITHIN THE ENTIRE SUBDIVISION.
17. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS APPLIES TO LOTS 27, 44 AND 45 (*).



VICINITY MAP
(NOT-TO-SCALE)

COUNTY RECORDER

OWNER / DEVELOPER

ALORAVITA I, LLC
27417 N. 88TH LANE
PEORIA, AZ 85383
PHONE: (602) 999-6340
CONTACT: SIDNEY ALLSOP

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-6831
CONTACT: RYAN WEED

SITE AREA

539,392 SQUARE FEET OR 12.383 ACRES

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS ________ DAY OF __________________, 2014.

BY: ______________________ MAYOR ________ DATE

ATTEST: ______________________ CITY CLERK ________ DATE

______________________ FOR CITY ENGINEER ________ DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[redacted]
BY: ______________________
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PEORIA NO.: RXXXXXX

GROSS AREA = 12.383 ACRES	SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 3
PEORIA, ARIZONA

[redacted]

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #: 5.07

Printed By: Parker Print Date: July 18, 2014 Filename: N:\01\0232201\CADD\Phase 1\Parcel 3\DS.PH1.P03.FPLAT.01.dwg

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE ALUMINUM CAP FLUSH STAMPED LS# 27239 MARKING THE WEST QUARTER CORNER OF SAID SECTION 36 BEARS NORTH 00°46'16" WEST, A DISTANCE OF 2,633.65 FEET;

THENCE NORTH 00°46'16" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1,748.43 FEET;

THENCE NORTH 89°13'42" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 313.89 FEET TO THE BEGINNING OF A TANGENT CURVE OF 700.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°48'28", A DISTANCE OF 192.72 FEET;

THENCE SOUTH 10°32'46" EAST, A DISTANCE OF 60.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 73°27'14" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 16°32'46" EAST, A DISTANCE OF 28.51 FEET TO THE BEGINNING OF A TANGENT CURVE OF 375.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°51'08", A DISTANCE OF 57.94 FEET;

THENCE NORTH 89°13'46" EAST, A DISTANCE OF 325.61 FEET;
THENCE SOUTH 42°56'27" EAST, A DISTANCE OF 120.10 FEET;
THENCE SOUTH 00°46'16" EAST, A DISTANCE OF 361.70 FEET;
THENCE SOUTH 15°34'38" WEST, A DISTANCE OF 294.42 FEET;
THENCE NORTH 74°29'22" WEST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 75°37'21" WEST, A DISTANCE OF 50.01 FEET;
THENCE SOUTH 57°34'03" WEST, A DISTANCE OF 11.98 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 114.33 FEET;
THENCE SOUTH 89°13'46" WEST, A DISTANCE OF 580.00 FEET;
THENCE NORTH 42°20'41" WEST, A DISTANCE OF 88.20 FEET;
THENCE NORTH 00°46'16" WEST, A DISTANCE OF 114.33 FEET;
THENCE NORTH 89°13'46" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°40'15" WEST, A DISTANCE OF 106.00 FEET;
THENCE SOUTH 89°13'46" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°40'15" WEST, A DISTANCE OF 53.00 FEET;
THENCE NORTH 89°13'46" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 53.00 FEET;
THENCE SOUTH 89°13'46" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00°46'15" WEST, A DISTANCE OF 95.94 FEET;
THENCE NORTH 40°11'50" EAST, A DISTANCE OF 131.11 FEET;

THENCE NORTH 89°13'46" EAST, A DISTANCE OF 344.35 FEET TO A POINT ON A 325.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 81°14'04" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°46'50", A DISTANCE OF 44.13 FEET;

THENCE NORTH 16°32'46" WEST, A DISTANCE OF 28.51 FEET;

THENCE NORTH 73°27'14" EAST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12.383 ACRES, MORE OR LESS.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°44'10" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 588 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

BENCHMARKS

CITY OF PEORIA BRASS CAP FLUSH AT THE INTERSECTION OF 78TH AVENUE AND JOMAX ROAD BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1372.97' (CITY OF PEORIA DATUM & NAVD-88)

MARICOPA COUNTY BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1567.30' (NAVD-88)

MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1539.64' (NAVD-88)

FLOOD ZONE INFORMATION

ZONE "X":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-1255L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

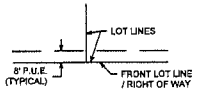
TRACT TABLE

TRACT AREAS	DESCRIPTION
TRACT 'A' = 0.074 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'B' = 0.207 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'C' = 0.020 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'D' = 0.038 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'E' = 0.042 ACRES	LANDSCAPE, P.U.E., U.V.E.
TOTAL = 0.381 ACRES	

LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	410,188	9.417
TOTAL AREA OF TRACTS (A - E)	16,616	0.381
TOTAL AREA OF STREETS	112,588	2.585
TOTAL GROSS AREA	539,392	12.383

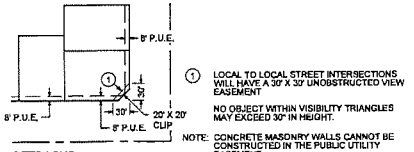
LEGEND

- INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- INDICATES SECTION LINE
- INDICATES MID-SECTION LINE
- INDICATES BOUNDARY LINE
- INDICATES LOT LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT
- (1) INDICATES UNOBSTRUCTED VIEW EASEMENT (30' X 30')
- U.V.E. INDICATES UNOBSTRUCTED VIEW EASEMENT
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICULAR NON ACCESS EASEMENT
- AC. INDICATES ACRES
- C1 INDICATES CURVE NUMBER
- ★ ★ INDICATES HEADLIGHT INTRUSION
- M.C.R. INDICATES MARICOPA COUNTY RECORDER



TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT-TO-SCALE)



SETBACKS
BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

50', 60' & 70' TYPICAL LOT LAYOUT

(NOT-TO-SCALE)

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	375.00	57.94	008°51'08"	29.03	57.88	S12°07'12.0"E
2	325.00	44.14	007°46'50"	22.10	44.10	N12°39'21.0"W
3	200.00	57.07	016°20'52"	28.73	56.87	N07°24'11.0"E
4	200.00	55.04	015°46'04"	27.70	54.87	S82°53'13.0"E
5	350.00	98.36	015°46'29"	49.49	98.06	S08°39'31.5"E
6	225.00	64.20	016°20'52"	32.32	63.98	N07°24'11.0"E
7	55.00	16.65	017°20'29"	8.39	16.58	N07°53'59.5"E
8	55.00	119.69	124°40'59"	106.94	97.43	N45°46'15.5"W
9	55.00	16.65	017°20'30"	8.39	16.58	S80°33'30.0"W
10	375.00	103.24	015°46'29"	51.95	102.92	N08°39'31.5"W
11	325.00	89.48	015°46'29"	45.02	88.20	S08°39'31.5"E
12	55.00	16.65	017°20'29"	8.39	16.58	N82°06'00.5"W
13	55.00	119.69	124°40'59"	104.94	97.43	S44°13'44.5"W
14	55.00	16.65	017°20'30"	8.39	16.58	S09°26'30.0"E
15	55.00	16.65	017°20'29"	8.39	16.58	S07°53'59.5"W
16	55.00	119.69	124°40'59"	104.94	97.43	S45°46'15.5"E
17	55.00	16.65	017°20'30"	8.39	16.58	N80°33'30.0"E
18	175.00	46.16	015°46'04"	24.23	48.01	S82°53'13.0"E
19	175.00	3.32	001°05'18"	1.66	3.32	S00°13'36.0"E
20	225.00	81.92	015°46'04"	31.16	81.73	N82°53'13.0"W
21	700.00	192.72	015°46'28"	96.98	192.12	N81°20'26.0"E

TOTAL LAND USE

TOTAL NUMBER OF LOTS	59
TOTAL NUMBER OF TRACTS	5
GROSS RESIDENTIAL DENSITY	4.765 D.U./A.C.

LOT AREAS

LOT NUMBER	AREA (SQUARE FEET)
1	6,360
2	6,360
3	6,360
4	6,349
5	8,863
6	10,651
7	8,686
8	6,465
9	6,625
10	6,466
11	6,399
12	11,414
13	12,889
14	7,630
15	6,625
16	6,625
17	6,625
18	6,625
19	6,625
20	6,625
21	6,625
22	6,613
23	6,360
24	6,360
25	6,360
26	6,360
27	6,750
28	7,420
29	6,360
30	6,360
31	6,360
32	6,357
33	6,363
34	10,290
35	8,664
36	6,353
37	6,360
38	6,360
39	6,288
40	6,408
41	6,360
42	6,360
43	6,360
44	6,360
45	6,360
46	6,360
47	6,360
48	6,360
49	6,408
50	7,029
51	6,425
52	6,360
53	6,360
54	6,360
55	6,360
56	6,360
57	6,360
58	6,360
59	6,408
TOTAL	410,188

PEORIA NO.: RXXXXXX

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

COUNTY RECORDER

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

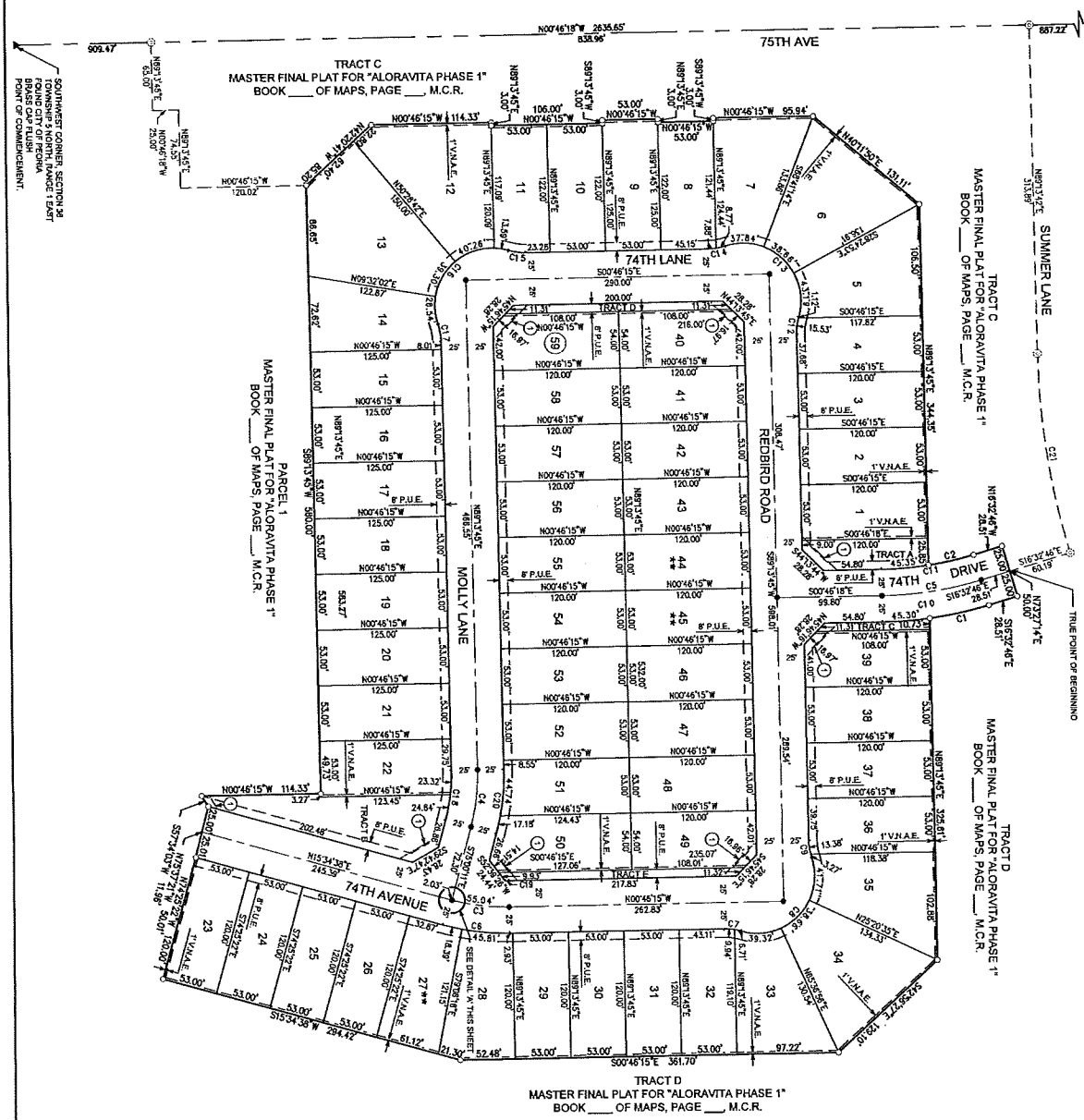
Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 3
PEORIA, ARIZONA

CVL Contact: R. WEED
CVL Project # 01-0232201
CVL File #:

Plotted By: Parker Print Date: July 16, 2014 Filename: N:\01\0232201\CADD\Phase 1\Parcel 2\05-FH1-P02-FFLAT-01.dwg



DETAIL 'A'
(SCALE: 1" = 10')

COUNTY RECORDER

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

SCALE: 1" = 50'

PEORIA NO.: RXXXXXX

SHEET 3 OF 3

CVL Contact: R. WEED
CVL Project # 01-023-2201
CVL File #:

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 3

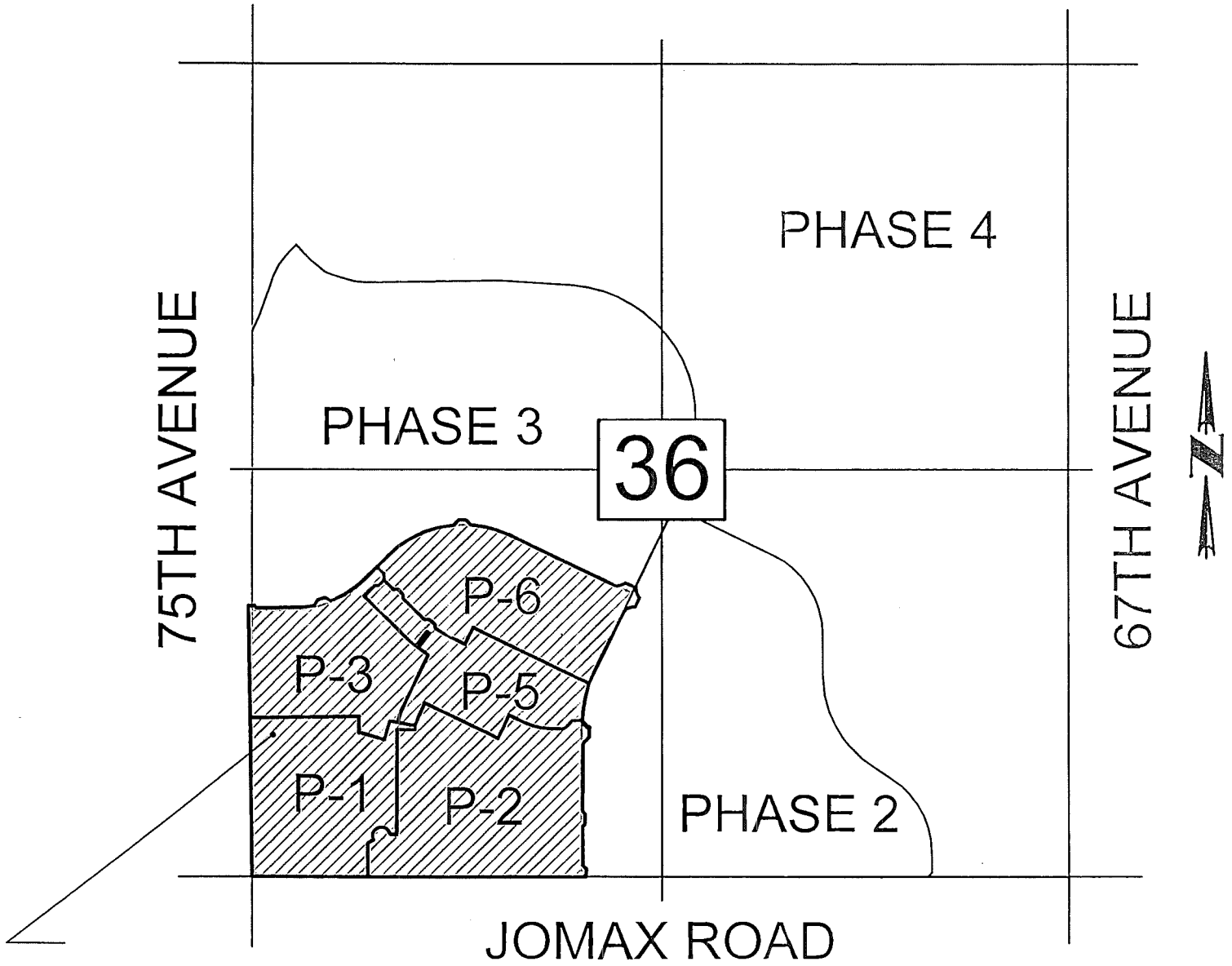
PEORIA, ARIZONA

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

ALORAVITA SUBDIVISION



VICINITY MAP

N.T.S.

Agenda Item: 20R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: August 28, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, Aloravita Phase 1 - Parcel 5, 75th Avenue and Jomax Road (Project No. R140057)**

Purpose:

This is a request for City Council to approve the Final Plat for Aloravita Phase 1 - Parcel 5, located on 75th Avenue and Jomax Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 59 new lots

within the Aloravita Planned Community District. All internal roadways are public and will be maintained by the City.

The Master Final Plat for Aloravita dedicated the major roadway network and established the overall parcel boundaries. As each parcel is ready to develop, it is necessary to replat that parcel, to dedicate the local roadways and establish the individual lots.

Previous Actions:

The Master Final Plat for Aloravita is on the agenda for the City Council meeting on October 7th, and will be recorded prior to this parcel Final Plat. The preliminary plat for this parcel was approved on September 2, 2014. There are no significant changes from the preliminary plat to the proposed final plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT FOR

"ALORAVITA PHASE 1 - PARCEL 5"

BEING A SUBDIVISION OF PARCEL 5 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1"
RECORDED AS BOOK ____ OF MAPS, PAGE ____, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING
WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

[illegible]

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATE TO THE CITY OF PEORIA 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 SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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 EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACT A. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, AND UNTO ITS SUCCESSORS AND ASSIONS FOREVER, TOGETHER WITH THE RIGHT (AT THE CITY OF PEORIA'S DISCRETION) TO ALLOW OTHER UTILITIES TO UTILIZE SUCH EASEMENT, INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES 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 UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

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.

DEDICATION

THE UNDERSIGNED ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF __________, 2014.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

ITS: ______________________

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

ALORAVITA HOMEOWNERS ASSOCIATION, AN ARIZONA NON PROFIT CORPORATION

BY: ______________________

ITS: ______________________

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT ACKNOWLEDGEMENT

ON THIS ____ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

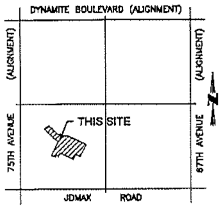
WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #____, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #____.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. 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.
6. 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.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
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 IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. (INSERT THE NAME OF THE STREET(S)) IS/ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
14. HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
16. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 69 DWELLINGS WITHIN THE ENTIRE SUBDIVISION.
17. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS APPLIES TO LOT 14 (**).

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

OWNER / DEVELOPER

ALORAVITA I, LLC
27417 N, 86TH LANE
PEORIA, AZ 85383
PHONE: (602) 999-8346
CONTACT: SIDNEY ALLSOP

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0831
CONTACT: RYAN WEED

SITE AREA

572,716 SQUARE FEET OR 13.148 ACRES

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS ________ DAY OF ________________, 2014.

BY: ______________________ MAYOR ________ DATE

ATTEST: ______________________ CITY CLERK ________ DATE

______________________ FOR CITY ENGINEER ________ DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE [redacted] TO BE RETRACED.

[redacted]
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PEORIA NO.: RXXXXXX

GROSS AREA = 13.148 ACRES	SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 5
PEORIA, ARIZONA

[redacted]

SHEET 1 OF 3

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #: 5-8 P14

Plotted By: Parker Print Date: July 7, 2014 Filename: N:\01\0232201\CADD\Phase 1\Parcel 4\DS.PH1.P04.FPLAT.01.dwg

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE ALUMINUM CAP FLUSH STAMPED LS# 27239 MARKING THE WEST QUARTER CORNER OF SAID SECTION 36 BEARS NORTH 00°46'18" WEST, A DISTANCE OF 2,633.65 FEET;

THENCE NORTH 00°46'18" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,746.43 FEET;

THENCE NORTH 89°13'42" EAST, A DISTANCE OF 313.89 FEET TO THE BEGINNING OF A TANGENT CURVE OF 700.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°40'54", A DISTANCE OF 545.89 FEET;

THENCE NORTH 44°32'49" EAST, A DISTANCE OF 51.65 FEET;

THENCE SOUTH 45°27'11" EAST, A DISTANCE OF 80.07 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 44°23'52" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 45°27'12" EAST, A DISTANCE OF 87.00 FEET;
THENCE NORTH 89°32'49" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 45°27'11" EAST, A DISTANCE OF 56.00 FEET;
THENCE SOUTH 00°27'11" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 45°27'11" EAST, A DISTANCE OF 175.84 FEET TO THE BEGINNING OF A TANGENT CURVE OF 700.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°14'23", A DISTANCE OF 27.37 FEET;

THENCE NORTH 85°48'31" EAST, A DISTANCE OF 27.63 FEET;

THENCE SOUTH 51°22'23" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A 275.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 50°33'56" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°59'26", A DISTANCE OF 33.31 FEET;

THENCE SOUTH 43°37'31" EAST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 90°11'40" EAST, A DISTANCE OF 52.88 FEET;
THENCE NORTH 75°50'27" EAST, A DISTANCE OF 52.88 FEET;
THENCE SOUTH 84°30'54" EAST, A DISTANCE OF 52.88 FEET;
THENCE SOUTH 86°49'45" EAST, A DISTANCE OF 65.23 FEET;
THENCE SOUTH 84°04'28" EAST, A DISTANCE OF 580.00 FEET;

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 89.21 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°33'13", A DISTANCE OF 67.73 FEET;

THENCE SOUTH 10°01'44" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 239.10 FEET TO A POINT ON A 375.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 19°59'36" EAST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°55'56", A DISTANCE OF 38.82 FEET;

THENCE NORTH 84°04'28" WEST, A DISTANCE OF 120.25 FEET;
THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 170.00 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 462.50 FEET;

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 120.51 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 22°04'28" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°38'19", A DISTANCE OF 14.29 FEET;

THENCE NORTH 23°24'54" WEST, A DISTANCE OF 26.60 FEET TO A POINT ON A 175.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 65°19'04" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°11'36", A DISTANCE OF 3.65 FEET;

THENCE NORTH 64°04'28" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 64°04'28" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°16'56", A DISTANCE OF 60.02 FEET;

THENCE NORTH [illegible];
THENCE NORTH [illegible];
THENCE NORTH [illegible];
THENCE NORTH [illegible];
THENCE NORTH [illegible];
THENCE NORTH [illegible];
THENCE NORTH [illegible];
THENCE NORTH [illegible];

THENCE NORTH 44°23'52" EAST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.148 ACRES, MORE OR LESS.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 00°46'18" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 588 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A' = 0.098 ACRES	LANDSCAPE, DRAINAGE, P.U.E., U.V.E., MULTI-USE TRAIL
TRACT 'B' = 0.024 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'C' = 0.151 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'D' = 0.040 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'E' = 0.019 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'F' = 0.328 ACRES	LANDSCAPE, P.U.E., U.V.E.
TOTAL = 0.620 ACRES	

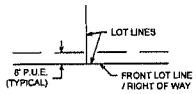
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	418,653	9.611
TOTAL AREA OF TRACTS (A - F)	26,994	0.620
TOTAL AREA OF STREETS	127,069	2.917
TOTAL GROSS AREA	572,716	13.148

LEGEND

- INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- INDICATES SECTION LINE
- INDICATES MID-SECTION LINE
- INDICATES BOUNDARY LINE
- INDICATES LOT LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT
- (1) INDICATES UNOBSTRUCTED VIEW EASEMENT (30' X 30')
- U.V.E. INDICATES UNOBSTRUCTED VIEW EASEMENT
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICULAR NON ACCESS EASEMENT
- AC. INDICATES ACRES
- C1 INDICATES CURVE NUMBER
- * * INDICATES HEADLIGHT INTRUSION
- M.C.R. INDICATES MARICOPA COUNTY RECORDER

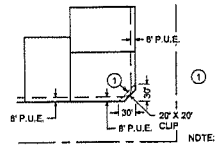
CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	700.00	27.37	002°14'23"	13.68	27.36	S46°34'22.5"E
2	275.00	33.31	006°56'25"	16.68	33.29	N42°54'16.5"E
3	55.00	16.65	017°20'29"	8.39	16.58	S17°15'17.5"W
4	55.00	67.73	070°33'13"	38.91	63.53	S43°51'39.5"W
5	375.00	38.82	005°55'54"	19.43	38.81	N67°02'25.0"W
6	225.00	14.29	003°38'19"	7.15	14.29	N69°44'34.5"W
7	175.00	3.65	001°11'36"	1.82	3.65	N25°19'44.0"E
8	225.00	60.02	015°16'56"	30.19	59.84	S18°17'03.0"W
9	725.00	235.83	018°37'17"	118.86	234.59	S54°45'49.5"E
10	300.00	45.28	008°38'54"	22.68	45.24	N35°02'34.0"E
11	55.00	16.65	017°20'30"	8.39	16.58	S55°24'13.0"E
12	55.00	119.69	124°40'59"	104.94	97.43	N70°55'32.5"E
13	750.00	243.75	018°37'17"	122.96	242.68	S54°45'49.5"E
14	700.00	110.20	009°01'11"	55.21	110.08	N59°33'52.5"W
15	700.00	543.89	044°40'54"	287.67	532.16	N66°53'15.0"E
16	400.00	180.48	025°51'09"	91.81	178.96	S77°00'02.5"E



TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT-TO-SCALE)



1 LOCAL TO LOCAL STREET INTERSECTIONS WILL HAVE A 30' X 30' UNOBSTRUCTED VIEW EASEMENT

NO OBJECT WITHIN VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.

NOTE: CONCRETE MASONRY WALLS CANNOT BE CONSTRUCTED IN THE PUBLIC UTILITY EASEMENT

SETBACKS

BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

50', 60' & 70' TYPICAL LOT LAYOUT

(NOT-TO-SCALE)

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	59
TOTAL NUMBER OF TRACTS	6
GROSS RESIDENTIAL DENSITY	4.487 D.U./A.C.

FLOOD ZONE INFORMATION

ZONE "X":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-1255L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

BENCHMARKS

CITY OF PEORIA BRASS CAP FLUSH AT THE INTERSECTION OF 75TH AVENUE AND JOMAX ROAD BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1372.07' (CITY OF PEORIA DATUM & NAVD-88)

MARICOPA COUNTY BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1507.39' (NAVD-88)

MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1530.64' (NAVD-88)

LOT AREAS	
LOT NUMBER	AREA (SQUARE FEET)
1	6,764
2	6,960
3	6,960
4	6,960
5	6,960
6	6,960
7	7,177
8	7,361
9	7,355
10	7,437
11	7,054
12	6,960
13	6,960
14	6,960
15	6,960
16	6,960
17	6,960
18	7,077
19	8,153
20	6,960
21	6,960
22	6,960
23	6,960
24	6,960
25	6,960
26	6,960
27	6,960
28	7,005
29	7,031
30	7,031
31	7,031
32	7,031
33	7,031
34	7,031
35	7,031
36	7,031
37	7,031
38	6,959
39	7,236
40	7,308
41	7,308
42	7,308
43	7,308
44	7,308
45	7,308
46	7,308
47	7,308
48	7,294
49	7,190
50	7,004
51	7,070
52	7,076
53	7,076
54	7,076
55	7,076
56	7,076
57	7,076
58	7,076
59	6,994
TOTAL	418,651

COUNTY RECORDER

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 5
PEORIA, ARIZONA

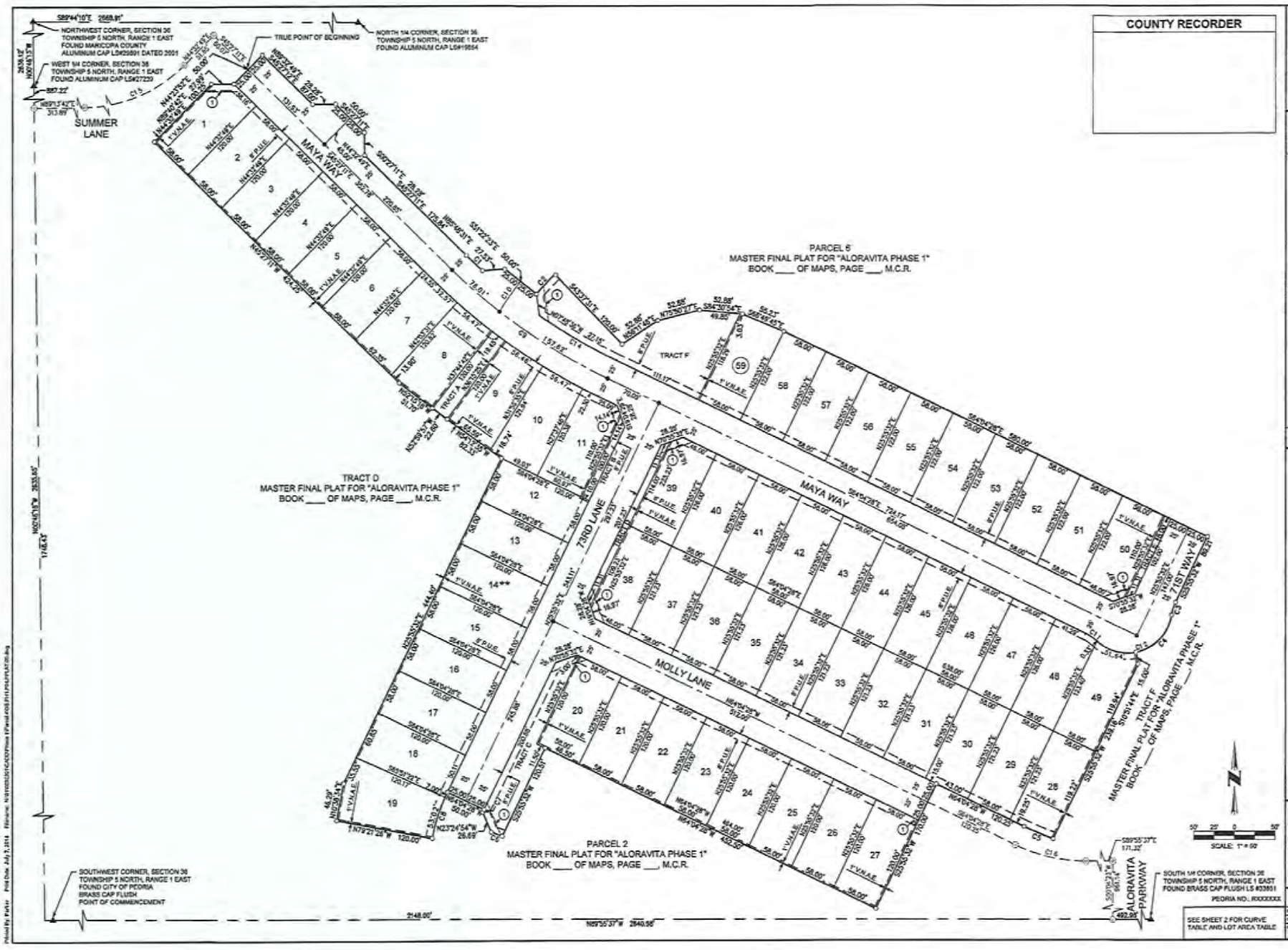
[redacted]

PEORIA NO.: RXXXXXX

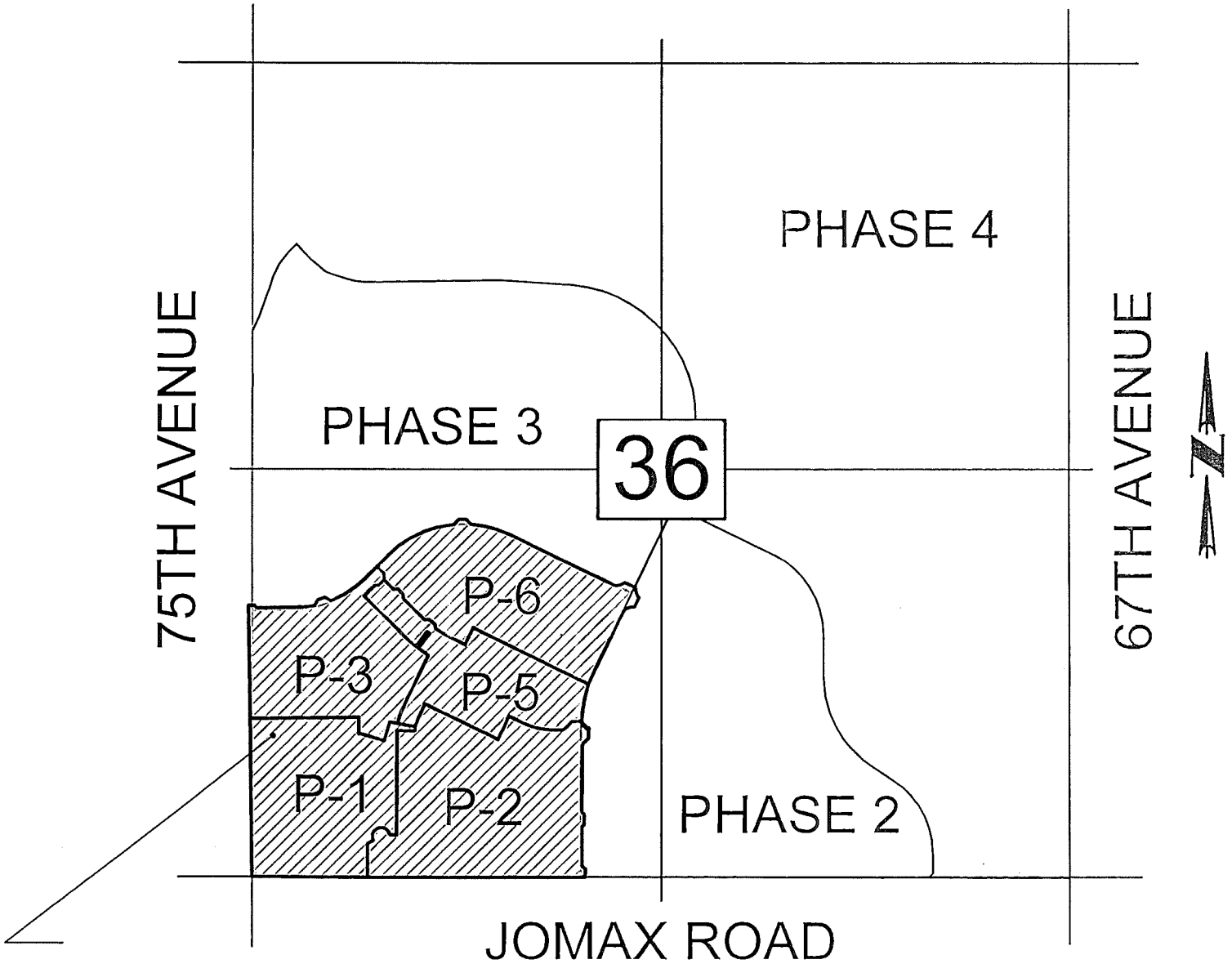
SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Plotted By: Parker Print Date: July 7, 2014 Filename: N:\01\0232201\CADD\Phase 1\Final 4\05 FINL\PA5FINAL01.dwg


COUNTY RECORDER
NORTHWEST CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND MARICOPA COUNTY
ALUMINUM CAP LS#29591 DATED 2001
TRUE POINT OF BEGINNING
NORTH 1/4 CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND ALUMINUM CAP LS#19554
WEST 1/4 CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND ALUMINUM CAP LS#27239
SUMMER LANE
MAYA WAY
PARCEL 6
MASTER FINAL PLAT FOR "ALORAVITA PHASE 1"
BOOK ___ OF MAPS, PAGE ___, M.C.R.
TRACT D
MASTER FINAL PLAT FOR "ALORAVITA PHASE 1"
BOOK ___ OF MAPS, PAGE ___, M.C.R.
73RD LANE
MOLLY LANE
71ST WAY
TRACT F
MASTER FINAL PLAT FOR "ALORAVITA PHASE 1"
BOOK ___ OF MAPS, PAGE ___, M.C.R.
PARCEL 2
MASTER FINAL PLAT FOR "ALORAVITA PHASE 1"
BOOK ___ OF MAPS, PAGE ___, M.C.R.
ALORAVITA PARKWAY
SOUTHWEST CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND CITY OF PEORIA
BRASS CAP FLUSH
POINT OF COMMENCEMENT
SOUTH 1/4 CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND BRASS CAP FLUSH LS #33851
PEORIA NO.: XXXXXXX
SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE
SCALE: 1" = 50'
CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com
DATE
REVISION
NO.
Coe & Van Loo Consultants, Inc.
FINAL PLAT
ALORAVITA PHASE 1 - PARCEL 5
PEORIA, ARIZONA
SHEET 3 OF 3
CVL Contact: R. WEED
CVL Project #: 01-0232201

ALORAVITA SUBDIVISION



THIS SITE
PHASE 1

VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21R

Date Prepared: August 28, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

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

SUBJECT: **Final Plat, Aloravita Phase 1 - Parcel 6, 75th Avenue and Jomax Road (Project No. R140058)**

Purpose:

This is a request for City Council to approve the Final Plat for Aloravita Phase 1 - Parcel 6, located on 75th Avenue and Jomax Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 74 new lots

within the Aloravita Planned Community District. All internal roadways are public and will be maintained by the City.

The Master Final Plat for Aloravita dedicated the major roadway network and established the overall parcel boundaries. As each parcel is ready to develop, it is necessary to replat that parcel, to dedicate the local roadways and establish the individual lots.

Previous Actions:

The Master Final Plat for Aloravita is on the agenda for the City Council meeting on October 7th, and will be recorded prior to this parcel Final Plat. The preliminary plat for this parcel was approved on September 2, 2014. There are no significant changes from the preliminary plat to the proposed final plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

FINAL PLAT FOR

"ALORAVITA PHASE 1 - PARCEL 6"

BEING A SUBDIVISION OF PARCEL 6 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "ALORAVITA PHASE 1 - PARCEL 6", BEING A SUBDIVISION OF PARCEL 6 OF A MASTER FINAL PLAT FOR "ALORAVITA PHASE 1" RECORDED AS BOOK ____ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ALORAVITA PHASE 1 - PARCEL 6" DESCRIBIED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATE TO THE CITY OF PEORIA 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 SHALL BE MAINTAINED BY THE ALORAVITA HOMEOWNERS ASSOCIATION. ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 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 EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT (AT THE CITY OF PEORIA'S DISCRETION) TO ALLOW OTHER UTILITIES TO UTILIZE SUCH EASEMENT, INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES 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 UTILITY LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

THE UNDERSIGNED ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF __________, 2014.

ALORVITA I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: ______________________

ITS: ______________________

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS ___ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

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

ALORAVITA HOMEOWNERS ASSOCIATION, AN ARIZONA NON PROFIT CORPORATION

BY: ______________________

ITS: ______________________

ALORAVITA HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT ACKNOWLEDGEMENT

ON THIS ___ DAY OF __________, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

______________________, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

BENCHMARKS

CITY OF PEORIA BRASS CAP FLUSH AT THE INTERSECTION OF 75TH AVENUE AND JOMAX ROAD BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1372.97' (CITY OF PEORIA DATUM & NAVD-88)

MARICOPA COUNTY BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1667.39' (NAVD-88)

MARICOPA COUNTY ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST.

ELEVATION = 1539.64' (NAVD-88)

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #____, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #____.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. 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.
6. 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.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY. IN CASES OF PRIVATE WATER COMPANIES, THE NOTE SHALL READ: THIS SUBDIVISION IS LOCATED WITHIN THE (INSERT PRIVATE COMPANY NAME) WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
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 IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. (INSERT THE NAME OF THE STREET(S)) IS/ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
12. 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.
13. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
14. HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
16. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 74 DWELLINGS WITHIN THE ENTIRE SUBDIVISION.
17. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS WILL APPLY TO LOTS 24 AND 63 (**)

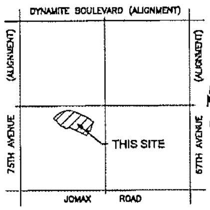
FLOOD ZONE INFORMATION

ZONE "X":
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PER FLOOD INSURANCE RATE MAP NUMBER 04013C-1255L, MARICOPA COUNTY, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

COUNTY RECORDER



VICINITY MAP

(NOT-TO-SCALE)

OWNER / DEVELOPER

ALORAVITA I, LLC
27417 N. 86TH LANE
PEORIA, AZ 85383
PHONE: (602) 999-8346
CONTACT: SIDNEY ALLSOP

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-6831
CONTACT: RYAN WEED

SITE AREA

712,626 SQUARE FEET OR 16.360 ACRES

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°44'10" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 588 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA ON THIS ________ DAY OF __________________, 2014.

BY: ______________________ ____________
MAYOR DATE

ATTEST: ______________________ ____________
CITY CLERK DATE

______________________ ____________
FOR CITY ENGINEER DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FOUR (4) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2014, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [redacted]
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

PEORIA NO.: RXXXXXX

GROSS AREA = 16.360 ACRES	SEE SHEET 2 FOR CURVE TABLE AND SEE SHEET 4 FOR LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALORAVITA PHASE 1 - PARCEL 6
PEORIA, ARIZONA

[redacted]

SHEET 1 OF 4

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #: P14

Printed By: Parker Print Date: July 7, 2014

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE ALUMINUM CAP FLUSH STAMPED LS# 27239 MARKING THE WEST QUARTER CORNER OF SAID SECTION 36 BEARS NORTH 00°46'18" WEST, A DISTANCE OF 2,633.65 FEET;

THENCE SOUTH 89°55'37" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 2,148.00 FEET;

THENCE NORTH 00°04'23" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 1,009.24 FEET TO THE BEGINNING OF A TANGENT CURVE OF 900.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'08", A DISTANCE OF 406.09 FEET;

THENCE NORTH 25°55'32" EAST, A DISTANCE OF 520.75 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 206.40 FEET;

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING;

[redacted]

THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 0.90 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'20", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 124°40'59", A DISTANCE OF 119.69 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'20", A DISTANCE OF 16.65 FEET;

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 87.21 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 580.00 FEET;
THENCE NORTH 60°49'45" WEST, A DISTANCE OF 55.23 FEET;
THENCE NORTH 84°30'54" WEST, A DISTANCE OF 52.88 FEET;
THENCE SOUTH 75°50'27" WEST, A DISTANCE OF 52.88 FEET;
THENCE SOUTH 66°11'46" WEST, A DISTANCE OF 52.88 FEET;

THENCE NORTH 43°37'31" WEST, A DISTANCE OF 120.00 FEET TO A POINT ON A 275.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 43°37'31" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°56'25", A DISTANCE OF 33.31 FEET;

THENCE NORTH 51°22'23" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 85°48'31" WEST, A DISTANCE OF 27.53 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 42°18'26" EAST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°14'23", A DISTANCE OF 27.36 FEET;

[redacted]

THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

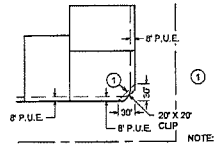
CONTAINING 16.380 ACRES, MORE OR LESS.

TRACT TABLE	
TRACT AREAS	DESCRIPTION
TRACT 'A' = 0.026 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'B' = 0.065 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'C' = 0.039 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'D' = 0.039 ACRES	LANDSCAPE, P.U.E., U.V.E.
TRACT 'E' = 0.019 ACRES	LANDSCAPE, P.U.E., U.V.E.
TOTAL = 0.188 ACRES	

LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	565,181	12.975
TOTAL AREA OF TRACTS (A - E)	8,167	0.188
TOTAL AREA OF STREETS	139,278	3.197
TOTAL GROSS AREA	712,626	16.360

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	55.00	16.65	017°20'20"	8.39	16.58	S72°44'42.5"E
2	55.00	119.69	124°40'59"	104.94	97.43	S19°04'27.5"E
3	55.00	16.65	017°20'20"	8.39	16.58	S34°35'47.0"W
4	275.00	33.32	006°56'25"	16.68	33.29	S42°54'18.5"W
5	700.00	27.36	002°14'23"	13.68	27.36	N46°34'22.5"W
6	485.00	604.21	071°22'43"	348.37	565.89	N80°14'10.5"E
7	300.00	400.66	076°33'31"	236.75	371.70	S77°38'46.5"W
8	510.00	635.35	071°22'43"	366.33	595.06	S80°14'10.5"W
9	275.00	367.13	076°29'28"	216.76	340.47	N77°40'48.0"E
10	460.00	573.07	071°22'43"	330.41	536.72	N80°14'10.5"E
11	325.00	434.59	076°36'56"	256.74	402.93	S77°37'04.0"W
12	692.00	34.68	002°52'18"	17.34	34.68	N46°53'20.0"W
13	900.00	406.09	025°51'09"	206.56	402.66	N12°59'57.5"E
14	700.00	545.89	044°40'54"	287.87	532.18	N86°53'15.0"E



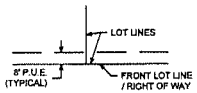
1 LOCAL TO LOCAL STREET INTERSECTIONS WILL HAVE A 30' X 30' UNOBSTRUCTED VIEW EASEMENT

NO OBJECT WITHIN VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.

NOTE: CONCRETE MASONRY WALLS CANNOT BE CONSTRUCTED IN THE PUBLIC UTILITY EASEMENT

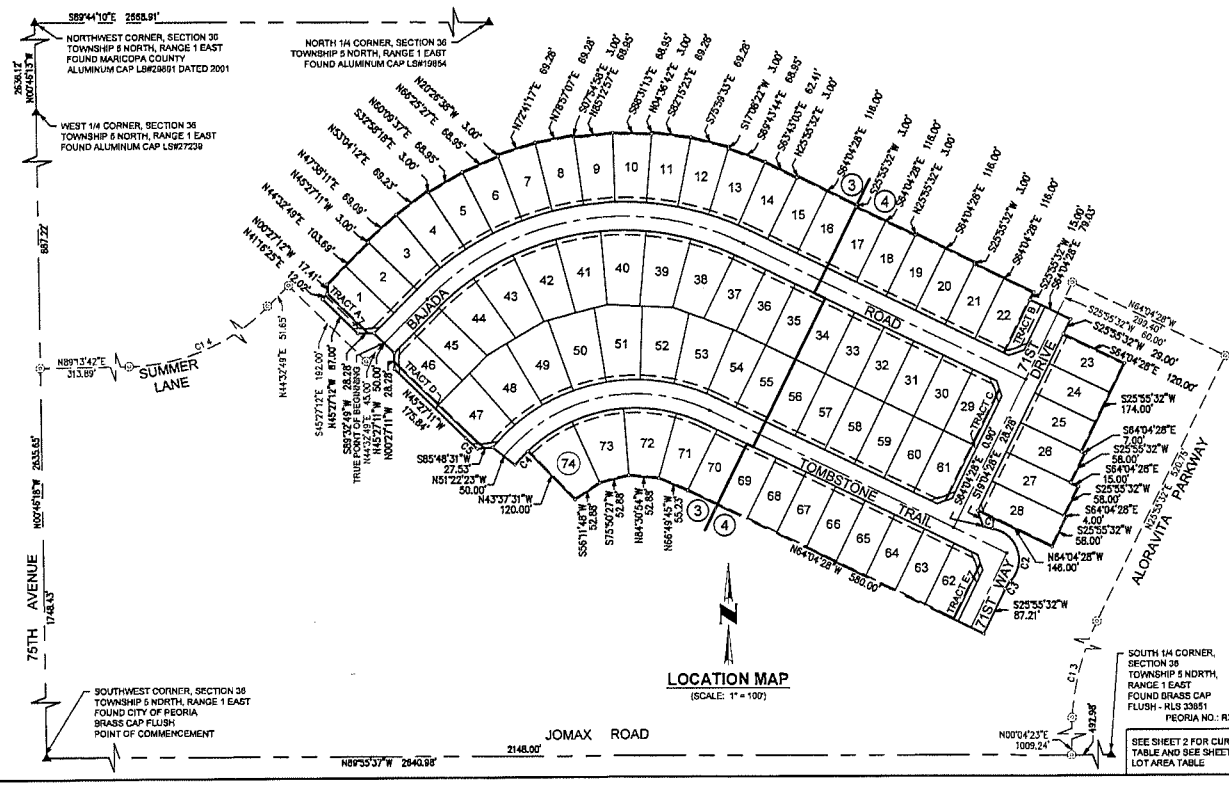
SETBACKS
BUILDING SETBACKS TO BE VERIFIED THROUGH CURRENT ZONING

50', 60' & 70' TYPICAL LOT LAYOUT
(NOT-TO-SCALE)



TYPICAL PUBLIC UTILITY EASEMENT DETAIL
(NOT-TO-SCALE)

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	74
TOTAL NUMBER OF TRACTS (A-E)	5
GROSS RESIDENTIAL DENSITY	4.523 D.U./A.C.



LOCATION MAP
(SCALE: 1" = 100')

SEE SHEET 2 FOR CURVE TABLE AND SEE SHEET 4 FOR LOT AREA TABLE

COUNTY RECORDER

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

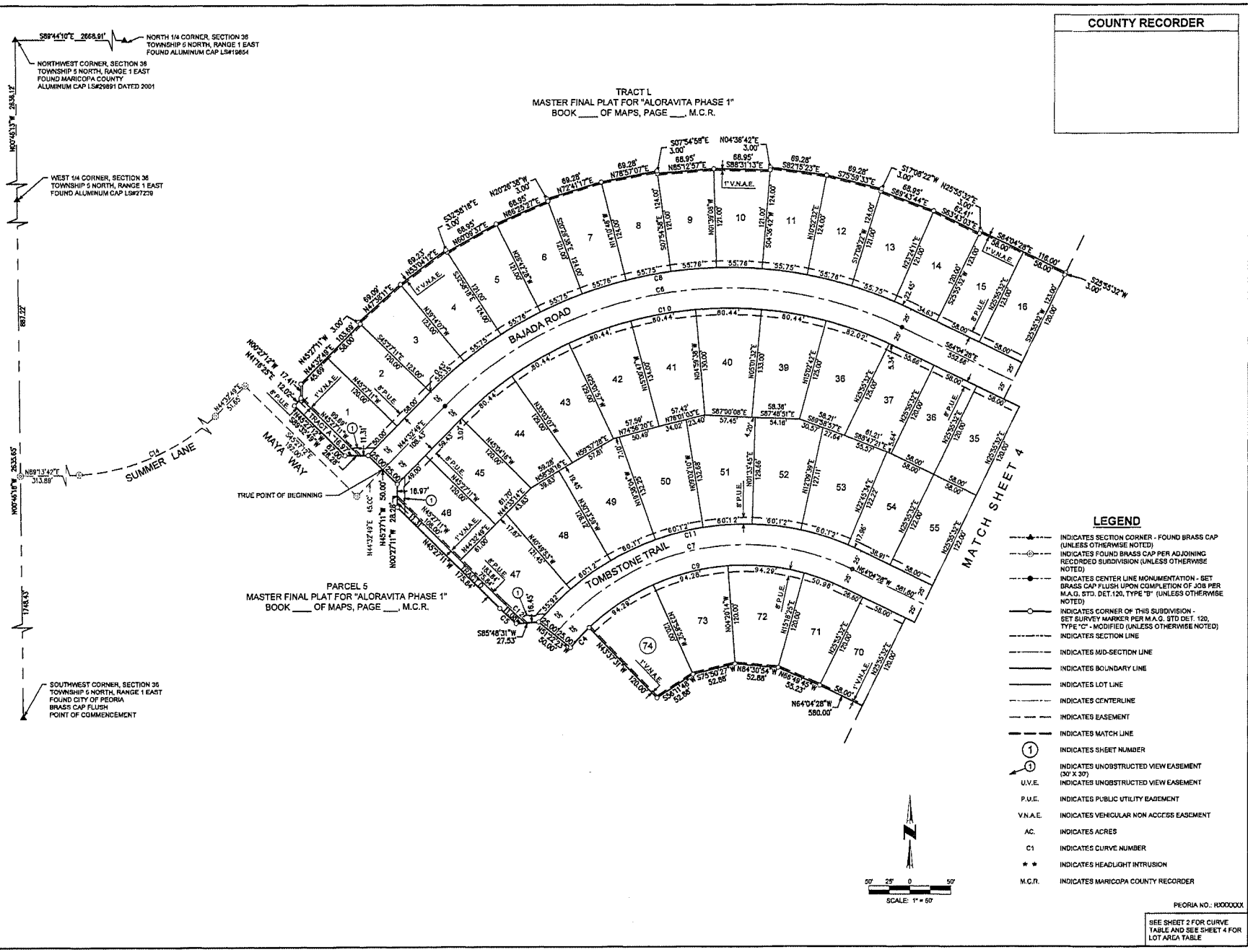
ALORAVITA PHASE 1 - PARCEL 6
PEORIA, ARIZONA

[redacted]

SHEET 2 OF 4

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Printed By: Parker Print Date: July 7, 2014 Filename: N:\01\0232201\CADD\Plats & Parcels\EOS\PH1\P06\FINAL\F21.dwg



COUNTY RECORDER

LEGEND

- INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)
- INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120, TYPE "B" (UNLESS OTHERWISE NOTED)
- INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- INDICATES SECTION LINE
- INDICATES MID-SECTION LINE
- INDICATES BOUNDARY LINE
- INDICATES LOT LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT
- INDICATES MATCH LINE
- (1) INDICATES SHEET NUMBER
- (1) INDICATES UNOBSTRUCTED VIEW EASEMENT (30' X 30')
- U.V.E. INDICATES UNOBSTRUCTED VIEW EASEMENT
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICULAR NON ACCESS EASEMENT
- AC. INDICATES ACRES
- C1 INDICATES CURVE NUMBER
- ★ ★ INDICATES HEADLIGHT INTRUSION
- M.C.R. INDICATES MARICOPA COUNTY RECORDER

PEORIA NO.: RXXXXXX

SEE SHEET 2 FOR CURVE TABLE AND SEE SHEET 4 FOR LOT AREA TABLE

CVL CONSULTANTS
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Phoenix, Arizona 85014
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NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

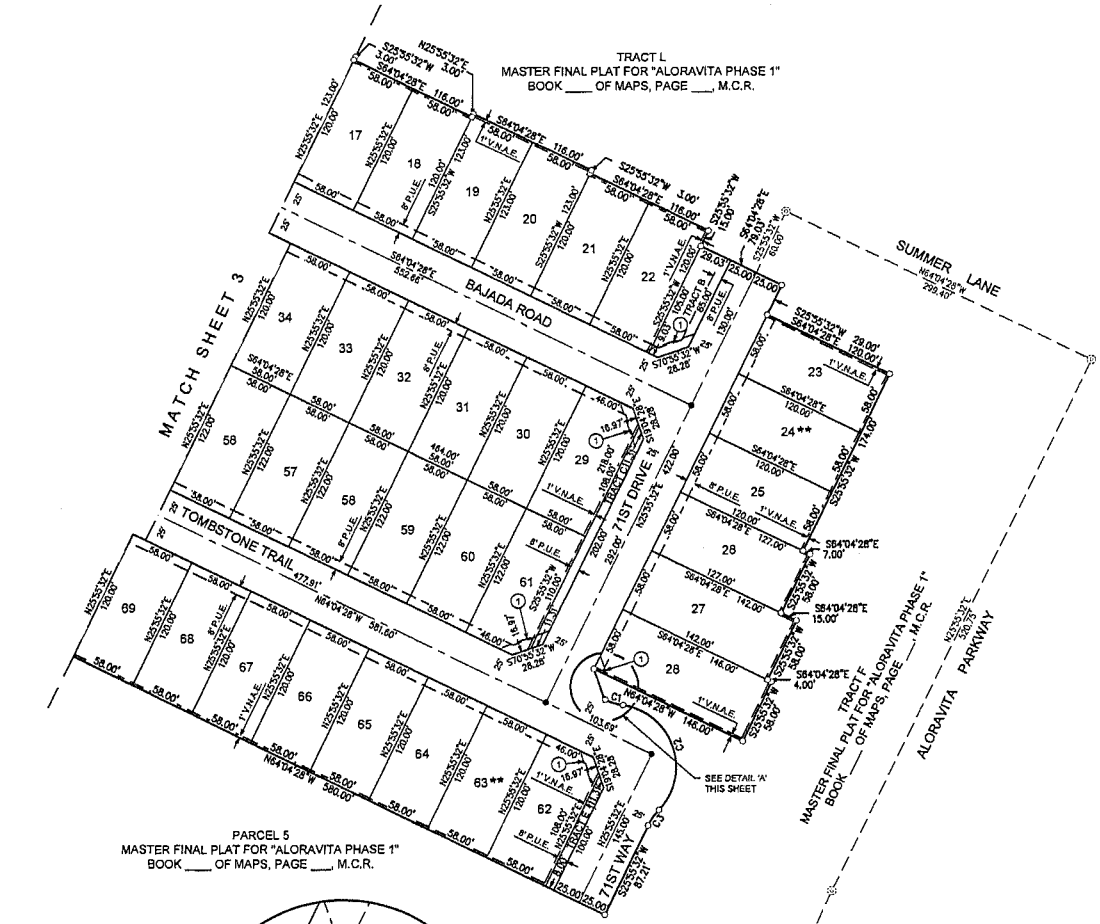
FINAL PLAT

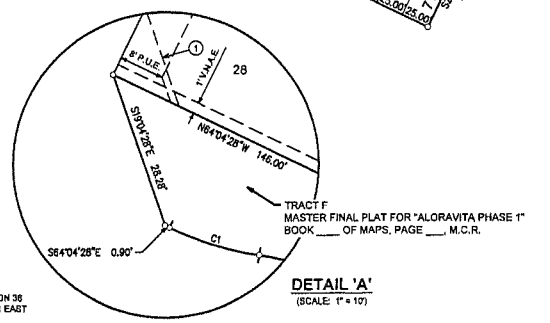
ALORAVITA PHASE 1 - PARCEL 6

PEORIA, ARIZONA

CVL Contact: R. WEED
CVL Project #: 01-0232201
CVL File #:

Plotted By: Parker Print Date: July 7, 2014 Filename: N:\01\0232201\CADD\Plats\FP05-PH1\FP05-FINAL PLAT 00.dwg





SOUTHWEST CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND CITY OF PEORIA
BRASS CAP FLUSH

JOMAX ROAD

SOUTH 1/4 CORNER, SECTION 36
TOWNSHIP 5 NORTH, RANGE 1 EAST
FOUND BRASS CAP FLUSH - RLS 33851

LOT AREAS	
LOT NUMBER	AREA (SQUARE FEET)
1	6,852
2	6,960
3	7,637
4	7,670
5	7,503
6	7,503
7	7,710
8	7,710
9	7,503
10	7,503
11	7,710
12	7,710
13	7,503
14	7,185
15	7,134
16	7,134
17	6,960
18	6,960
19	7,134
20	7,134
21	6,960
22	6,960
23	6,960
24	6,960
25	6,960
26	7,386
27	8,236
28	8,466
29	6,655
30	6,960
31	6,960
32	6,960
33	6,960
34	6,960
35	6,960
36	6,960
37	7,473
38	6,817

LOT AREAS	
LOT NUMBER	AREA (SQUARE FEET)
39	8,972
40	9,114
41	9,143
42	9,115
43	8,971
44	8,711
45	7,452
46	7,247
47	8,836
48	8,985
49	9,286
50	9,493
51	9,576
52	9,368
53	8,841
54	7,354
55	7,076
56	7,076
57	7,076
58	7,076
59	7,076
60	7,076
61	7,004
62	6,888
63	6,960
64	6,960
65	6,960
66	6,960
67	6,960
68	6,960
69	6,960
70	6,960
71	8,022
72	8,926
73	8,926
74	8,026
TOTAL	565,181

SCALE: 1" = 50'

PEORIA NO.: RXXXXXX

SEE SHEET 2 FOR CURVE TABLE AND SEE SHEET 4 FOR LOT AREA TABLE

COUNTY RECORDER

CVL CONSULTANTS
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Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.

FINAL PLAT

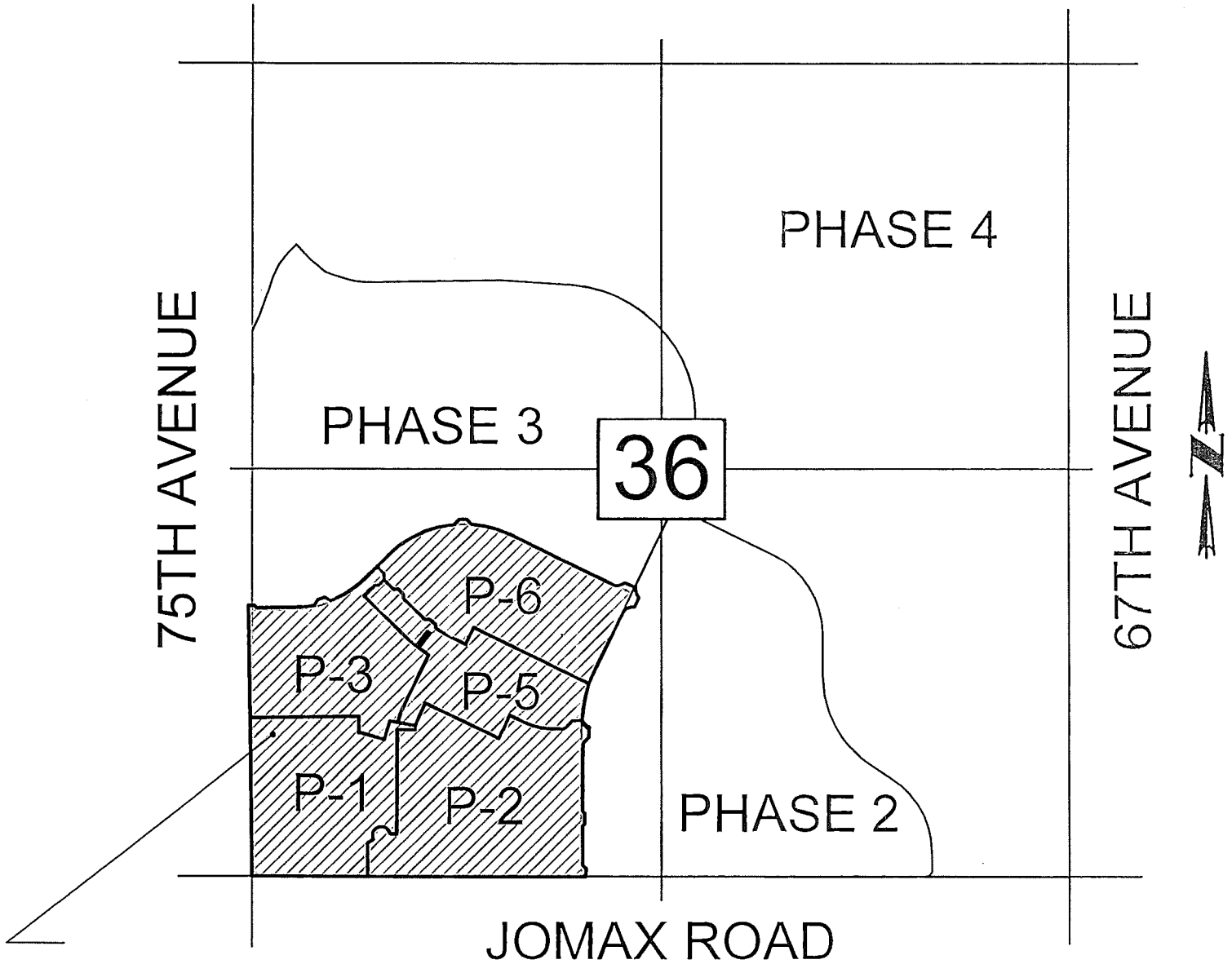
ALORAVITA PHASE 1 - PARCEL 6
PEORIA, ARIZONA

SHEET 4 OF 4

CVL Contact: R. WEED
CVL Project # 01-0232201
CVL File #

Plotted By: Fadlur Plot Date: July 7, 2014 Filename: K:\01023201\CADD\Phase 1\Final EDS\PH1\PS5\FINAL\FS3.dwg

ALORAVITA SUBDIVISION



VICINITY MAP

N.T.S.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 22R

Date Prepared: October 6, 2014 **Council Meeting Date: October 21, 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:

Heather A. Hendon, Agent for Jacksons #801, has applied for a New Wine and Beer Liquor License (Series 10) located at 8369 W. Bell Road.

Brad L. Rocca, Agent for Joey & Gina's, has applied for a New Restaurant Liquor License (Series 12) located at 16041 N. Arrowhead Fountain Center Drive.

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 June 1998, the Mayor and Council recommended approval to the Arizona State Liquor Board for Danny's Family Carousel Carwash for a New Wine and Beer Liquor License (Series 10) located at 8369 W. Bell Road.

In December 2011, the Mayor and Council recommended approval to the Arizona State Liquor Board for Beauregard Food Co. for a New Restaurant Liquor License (Series 12) located at 16041 N. Arrowhead Fountain Center Drive.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Jacksons #801, located at 8369 W. Bell Road, Heather A. Hendon, Applicant, LL#20011153.

Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Joey & Gina's, located at 16041 N. Arrowhead Fountain Center Drive, Brad L. Rocca, Applicant, LL#20011219.

B: Recommend denial to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Jacksons #801, located at 8369 W. Bell Road, Heather A. Hendon, Applicant, LL#20011153.

Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Joey & Gina's, located at 16041 N. Arrowhead Fountain Center Drive, Brad L. Rocca, Applicant, LL#20011219.

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 Jacksons #801, located at 8369 W. Bell Road, Heather A. Hendon, Applicant, LL#20011153.

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Joey & Gina's, located at 16041 N. Arrowhead Fountain Center Drive, Brad L. Rocca, Applicant, LL#20011219.

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: New Liquor License Application.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

'14 AUG 19 PM 12:28 Liq. Lic.

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): 10076574

1. Type of License(s): Series 10 Liquor License

Department Use Only

2. Total fees attached: $ 200.00

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

P1070512

1. Owner/Agent's Name: ☐ Mr. ☒ Ms. Hendon (Last) Heather (First) Anne (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: Pac West Energy, LLC B1052933
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Jacksons #801
(Exactly as it appears on the exterior of premises)

B1020022

4. Principal Street Location 8369 W Bell Rd Peoria Maricopa County 85382 Zip
(Do not use PO Box Number)

5. Business Phone: 623-875-0200 Daytime Phone [redacted] Email: cindy.burnett@jacksons.com

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: [redacted]
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees:				
$150.00	$100.00			$ 200.00
Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 8/19/14 Lic. # 10076574

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. 10073470
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, DANIEL L. HENSON Lewis, 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)

X [redacted] (signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 18 day of August, 2014
Day Month Year

My commission expires on: July 16, 2017

Julie N. Buric
Notary Public - Arizona
Maricopa County
My Commission Expires
July 16, 2017

[redacted] (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

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

BY STR

License 10073470

Issue Date: 6/11/1998

Expiration Date: 12/31/2014

Beer & Wine Store

Issued To:
DANIELLE SUE JABALERA, Agent
84TH & BELL LLC, Owner

Location:
JACKSONS #801
8369 W BELL RD
PEORIA, AZ 85382-3701

Mailing Address:
DANIELLE SUE JABALERA
84TH & BELL LLC
DANNY'S FAMILY CAROUSEL CAR WASH
15880 N GREENWAY HAYDEN LOOP #160
SCOTTSDALE, AZ 85260

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.: PacWest Energy LL
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 1-22-2008 State where Incorporated/Organized: delewate
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1941511-4 Date authorized to do business in AZ: 7-29-2014
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
Jacksons Food Stores, Inc			member	3450 Commercial Ct	Meridian ID 83642
Equilon Enterprises, LLC			member	dba Shell Oil Products 910 Louisiana St	US Houston, TX 77002

(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
Jacksons Food Stores, Inc			50%	3450 Commercial Ct	Meridian, ID 83642
Equilon Enterprises, LLC			50%	910 Louisiana St	Houston, TX 77002

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'14 AUG 19 Liqr. Lic. #012-28

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.

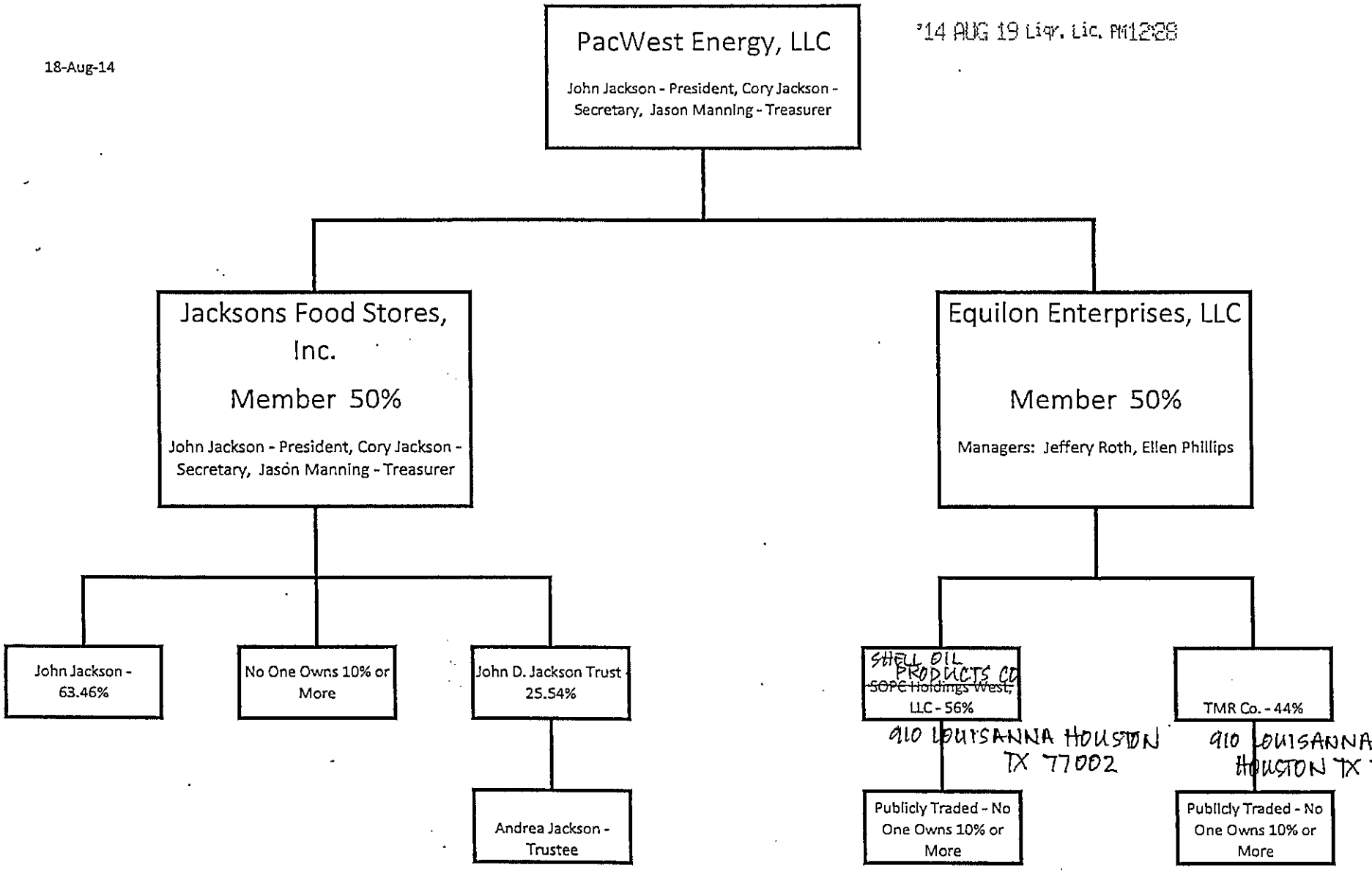
1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

18-Aug-14

'14 AUG 19 Liq. Lic. AM12:28



SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'14 AUG 19 Liq. Lic. 001028

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) NA

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))

14 AUG 2 Liqr. Lic. AM12:28

1. Distance to nearest school: 2 miles ft. Name of school Desert Harbor Elementary School
   Address 15585 North 91st Ave Peoria, Az 85382
   City, State, Zip
2. Distance to nearest church: 5 miles ft. Name of church Peace Lutheran
   Address 18265 N. 89th Ave, Peoria, Az 85382
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name NA
   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? $ NA or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? $ 3,200,000
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Wells Fargo			~~42,000,000~~ 3,200,000	877 W. Main St.	Boise	ID 83702

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Convenience Store w/ Gas

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 # 10073470 (exactly as it appears on license) Name Danielle Sue Jabalera

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.

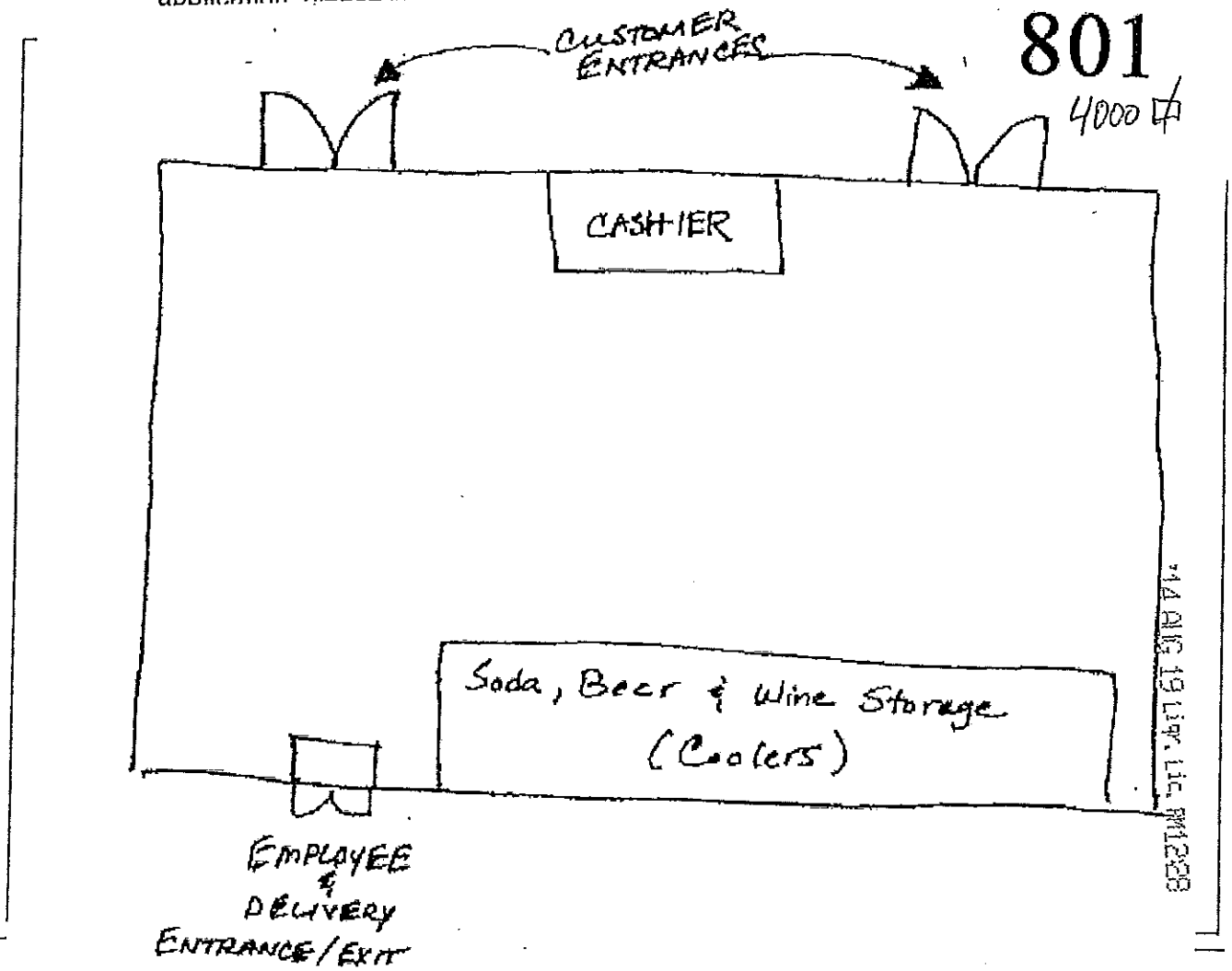
[redacted]
applicants initials

Dept. of Liq. Lic. AM1228

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



'14 AUG 19 LIQ. LIC. M1228

SECTION 16 Signature Block

I, Heather Anne Hendon, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(Signature of applicant listed in Section 4, Question 1)

Julie N. Buric
Notary Public - Arizona
Maricopa County
My Commission Expires
July 16, 2017

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

15 of August, 2014
Day Month Year

My commission expires on: 16 07 2017
Day Month Year

[redacted]
(Signature of NOTARY PUBLIC)

'14 AUG 14 Liq. Lic. PM 2:19

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): 1207A005

1. Type of License(s): Series 12

2. Total fees attached: $ 194 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. ROCCA (Last) BRAD (First) LOUIS (Middle) P1072157
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: JOEY & GINA'S - ARIZONA LLC B1052914
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: JOEY & GINA'S B1030259
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 16041 N. ARROWHEAD FOUNTAINS CENTER DR PEORIA MARICOPA AZ. 85382
(Do not use PO Box Number) City County Zip

5. Business Phone: ~~[illegible]~~ PENDING Daytime Phone: [redacted] Email: [redacted]

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: [redacted]
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees:				
$100.00		$50.00	$44.00	$ 194.00
Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☐ YES ☐ NO

Accepted by: [redacted] Date: 8/14/14 Lic. # 1207A005

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)

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 AUG 14 Liq. Lic. PM 2:19

1. Name of Corporation/L.L.C.: JOEY & GINAS - ARIZONA LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 7/8/2014 State where Incorporated/Organized: DELAWARE
3. AZ Corporation Commission File No.: ~~R-1938114-7~~ Date authorized to do business in AZ: ~~7/8/14~~
4. AZ L.L.C. File No: R-1938114-7 Date authorized to do business in AZ: 7/10/14
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
ROCCA	BRAD	LOUIS	MANAGER MEMBER	[redacted]	
MEDEIROS	MATTHEW	THOMAS	~~CEO~~ MEMBER MANAGER		

(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
ROCCA	BRAD	LOUIS	50	[redacted]	
MEDEIROS	MATTHEW	T	50		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

14 AUG 14 Liq. L PM 2:19

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: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 **Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

'14 AUG 14 Liq. Lic. PM 2:19

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: _____ ft. Name of school _____ Address _____ City, State, Zip
2. Distance to nearest church: _____ ft. Name of church _____ Address _____ City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name ERIC Phillips LTD c/o ANDY GRAY Address [redacted] City, State, Zip

4a. Monthly rental/lease rate $ 10,184 What is the remaining length of the lease 5 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other First 2 years guaranteed (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)? Full Service Sit-down restaurant

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation. 14 AUG 14 LIQ. LIC. AM 2:19

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.

[redacted]
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[redacted]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ~~☒ Non Contiguous~~

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
If yes, what is your estimated opening date? 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]
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.

"Diagram Attached"

SECTION 16 Signature Block

I, BRAD LOUIS ROCCA, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(signature of applicant listed in Section 4, Question 1)

State of See attached County of

The foregoing instrument was acknowledged before me this

Day of Month Year

My commission expires on : Day Month Year

signature of NOTARY PUBLIC

'14 AUG 14 Liqr. Lic. PM 2:19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SANTA CLARA

On JULY 17, 2014 (Date) before me, CANDICE ELZEY, NOTARY PUBLIC (Here Insert Name and Title of the Officer),
personally appeared BRAD ROCCA (Name(s) of Signer(s))

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.

CANDICE ELZEY
Commission # 2055197
Notary Public - California
Santa Clara County
My Comm. Expires Feb 11, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [redacted]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APPLICATION FOR LIQUOR LICENSE
Document Date: JULY 17, 2014 Number of Pages: 7
Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: BRAD ROCCA
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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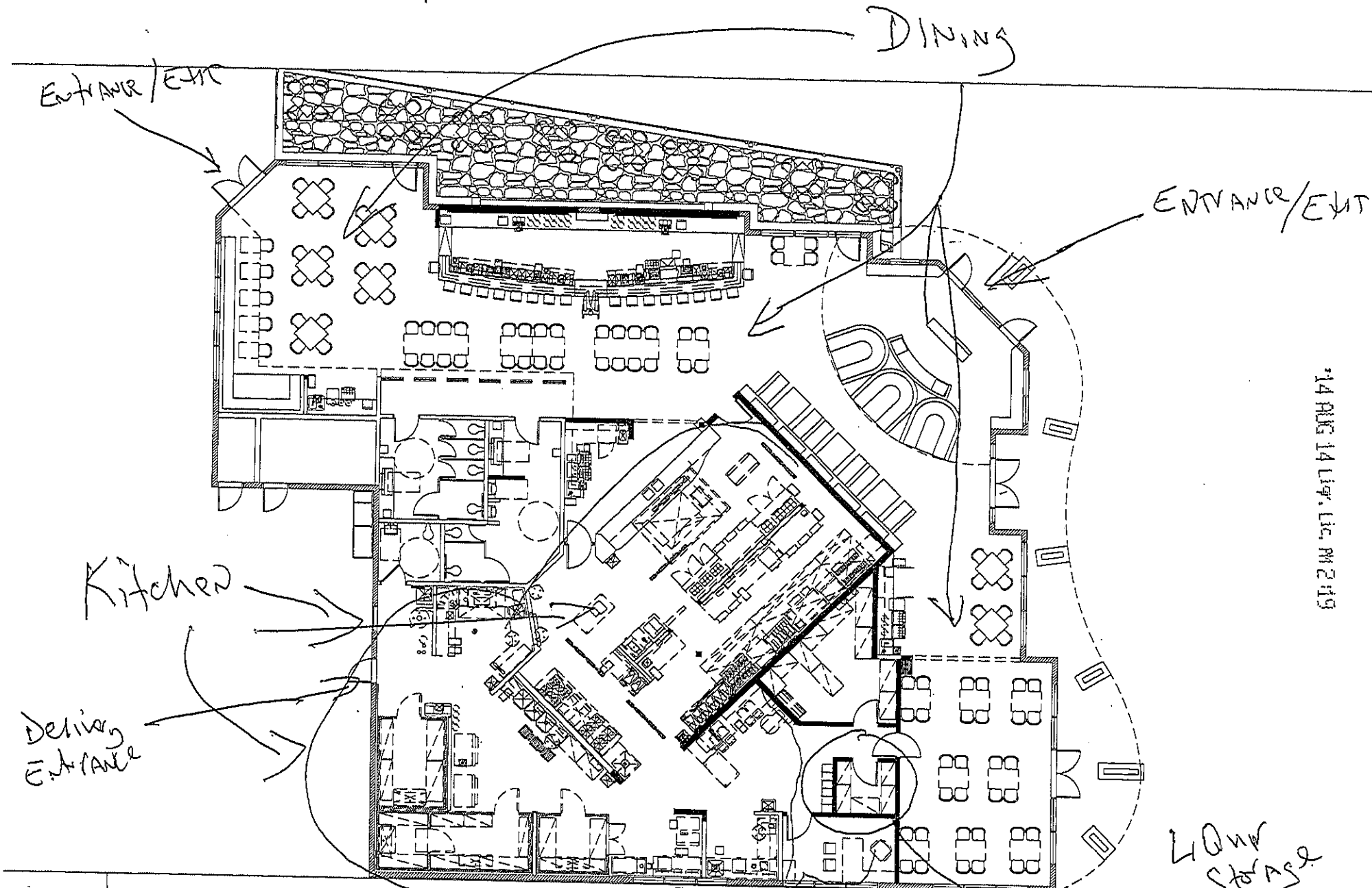

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Floor Plan
JOEY & GINA'S RESTAURANT

1/16"=1'-0"

16041 N. Arrowhead Fountains Center Drive Peoria, AZ

8/4/2014

habitec

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 23R

Date Prepared: September 22, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

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

SUBJECT: TA13-0001, Zoning Ordinance Text Amendment
Electric Fences

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request to adopt an Ordinance amending Chapter 17 ("Nuisances"), of the Peoria City Code and an Ordinance amending Section 14-3-5 ("Walls and Fences"), of the Zoning Ordinance. The amendments are intended to modify and refine existing language pertaining to the allowance for electrical fences within the Light Industrial (I-1) and Heavy Industrial (I-2) zoning districts.

Background/Summary:

Electric Guard Dog, LLC, has submitted a request seeking an amendment to the City Code and Zoning Ordinance proposing allowances for electric fences within certain industrial zoning districts subject to operational and safety parameters. While Section 17-3-d of the Peoria City Code expressly prohibits the use of electrified fences within the City limits, Section 14-3-5 of the City of Peoria Zoning Ordinance ("Walls and Fences") is silent and does not address electric fences in any manner.

The applicant has argued that businesses continue to seek more effective methods to protect their property and assets and that new technologies in electrically charged fencing have shown to provide a higher level of security in a safe, cost effective, and environmental friendly manner. The applicant is aware of the common perceptions associated with electrified fences and provided staff with examples of new technologies developed in perimeter fence security. Key components of the Ordinance include:

- Electrical fences would be limited to Light Industrial (I-1) and Heavy Industrial (I-2) zoning districts;
- Electrical fences would not be permitted on any property containing a residential dwelling (except caretakers quarters) regardless of the I-1/I-2 zoning;

- The electrical fence must be fully surrounded by a non-electrical fence;
- The energizer source must meet International Electrotechnical Standards (IEC);
- The energy source may not exceed 12volts DC;
- The fences shall be clearly marked with warning signs at intervals no less than sixty (60) feet; and,
- All fences shall contain a City approved Knox Box capable of disconnecting the fence from all energizers.

Staff has reviewed the request against a cross-section of local and national codes and has noted common regulatory provisions utilizing the key components identified above. Additionally, the applicant has provided research and documentation indicating the new techniques and installation guidelines to insure that a secure perimeter is obtained in a manner that does not present a direct threat to public safety.

The proposed amendment has been closely reviewed and considered in coordination with several departments including EDS/Building Safety, Police Department/Code Enforcement and the Fire Department. Each standard contained in the proposed ordinance was discussed at length. As a result of these meetings, all departments concurred that the provisions contained within the ordinance would allow for the orderly installation of electrical fences and would not present any additional threat to public safety. In addition, each public safety department requested notification of when and where an electrical fence had been approved.

Public notice of the proposed amendments to the Zoning Ordinance was provided in the manner prescribed under Article 14-39. The time, date, and place of the hearing have been published at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the hearing.

Previous Actions:

The item was first reviewed with the Planning & Zoning Commission at a study session held on August 21, 2014. The item was formally considered on September 18, 2014, wherein the Planning & Zoning Commission voted 4-0 in favor of recommending approval of the request to amend Chapter 17 of the City Code and Section 14-3 of the Zoning Ordinance. No one spoke in support or opposition to the request. *Please refer to the attached Planning and Zoning Commission Staff Report (September 18, 2014) and related attachments for a detailed review and analysis of the 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:

The Mayor and City Council concur with the Planning and Zoning Commission's recommendation to adopt the attached Ordinances amending Chapter 17, "Nuisances", of the Peoria City Code and Section 14-3-5 "Walls and Fences", of the Zoning Ordinance respectively.

Fiscal Analysis:

This request is not expected to have budgetary impacts to the City.

Narrative:

No further action would be necessary should the Mayor and City Council take action to adopt the proposed Ordinance(s).

Exhibit(s):

Exhibit 1- September 18, 2014 Planning and Zoning Commission Staff Report and Exhibits
Exhibit 2- Draft Ordinance amending City Code Chapter 17, *Nuisances* (deletions/additions shown as ~~strike~~/<u>underscore</u>)
Exhibit 3 - Draft Ordinance amending Zoning Ordinance Chapter 14, 1977 edition, (deletions/additions shown as ~~strike~~/<u>underscore</u>)

Contact Name and Number: Rick Williams, Planner, Ext 7565

ZONING ORDINANCE TEXT AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: TA13-0001

DATE: September 18, 2014

AGENDA ITEM: 4R

Applicant:	Electric Guard Dog, LLC. Columbia, South Carolina
Request:	Amend Section 17-3-d "Nuisances" Peoria City Code to eliminate the prohibition of electrical fences with the City of Peoria. Amend Article 14-3-5 "Walls and Fences" of the Zoning Ordinance to establish criteria in which electrical fences would be a permitted use within the City.
Support / Opposition:	As of the date of this printing, staff has not received any comment in support or opposition to this amendment.
Recommendation:	**Approve** as requested.

BACKGROUND

1. Businesses continue to seek more effective methods to protect their property and assets. New technologies in electrically charged fencing have shown to provide a higher level of security in a safe, cost effective, and environmental friendly manner.

2. Section 17-3-d of the Peoria City Code expressly prohibits the use of electrified fences within the City limits. Further, Section 14-3-5 of the City of Peoria Zoning Ordinance, "Walls and Fences", does not address electric fences in any manner.

3. The applicant is seeking to amend the City Code removing the prohibition of electric fences and amend Section 14-3-5 of the Zoning Ordinance to include installation standards governing the use of such fences in the City.

DISCUSSION AND ANALYSIS

4. Electric Guard Dog security company is requesting to amend Chapter 17 of the City Code, "Nuisances", and Section 14-3 of the Zoning Ordinance, "Walls and

Exhibit 1

Fences", to allow for the use of electrical fences in the Light Industrial (I-1) and Heavy Industrial (I-2) zoning districts.

5. Chapter 17-3-d of the City Code expressly prohibits electric fences within the City limits. Moreover, this section of the Code also prohibits fences that contain any glass, nails, metal objects or other materials in such a manner that is likely to injure any person who comes in contact with such object. In addition, Section 14-3 of the Zoning Ordinance is silent with regards to this matter.

6. Electric Guard Dog is aware of the common perceptions associated with electrified fences and provided staff with examples of new technologies developed in perimeter fence security. Key components of the installation guidelines include:

   - The electrical fence must be fully surrounded by a non-electrical fence;
   - The energizer source must meet International Electrotechnical Standards (IEC);
   - The energy source may not exceed 12volts DC;
   - The fences shall be clearly marked with warning signs; and,
   - All fences shall contain a City approved Knox box capable of disconnecting the fence from all energizers.

7. Staff has reviewed the zoning codes of other local municipalities as well as Tacoma, Philadelphia, Raleigh, and Dallas and determined that the regulatory provisions are similar across the communities and utilize the key components as noted above. Additionally, the applicant has provided research and documentation indicating the new techniques and installation guidelines insure that a secure perimeter is obtained in a manner that does not present a direct threat to public safety.

8. Staff initiated internal meetings with the City Attorney's Office, Building Safety, Police Department, Code Enforcement Department, and the Fire Department. Each standard contained in the proposed ordinance was discussed at length. As a result of these meetings, all departments concurred that the provisions contained within the ordinance would allow for the orderly installation of electrical fences and would not present any additional threat to public safety. In addition, each public safety department requested notification of when and where an electrical fence had been approved.

9. Staff believes the proposed text amendment language is acceptable as it provides local businesses the flexibility to incorporate newer crime prevention measures as warranted; it is consistent with similar allowances by local and nationwide municipalities; and is deemed to pose no additional threat to public

safety. Staff is proposing that any such fencing be limited to Light Industrial (I-1) and Heavy Industrial (I-2) Zoning Districts.

Administrative Procedure

Noticing and Neighborhood Comment

10. Public notice of this proposed amendment to the Zoning Ordinance was provided in the manner prescribed under Article 14-39. The time, date, and place of the hearing have been published at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the hearing. As of the printing of this report, no support or opposition to this case has been received from the public.

Proposition 207

11. It has determined that a Proposition 207 waiver is not required.

FINDINGS AND RECOMMENDATION

12. Based on the following findings:

- The proposed amendment constitutes an improvement to the Zoning Ordinance in that it provides installation standards for the permitted use of electrical fences and eliminates conflicts with the City Code;
- Upon review of the application, it has been determined that a Proposition 207 waiver is not required for this application.

It is recommended that the Planning and Zoning Commission take the following action:
Recommend approval of case TA13-0001 to the City Council.

Attachments:

Exhibit A Proposed Amendment, legislative format

Prepared by: Rick Williams
Planner

Exhibit A – Changes to Zoning Ordinance
Electric Fences
TA13-0001

ARTICLE 14-3
GENERAL PROVISIONS

(Amended by ord. No. 2011-02 & 2011-03)

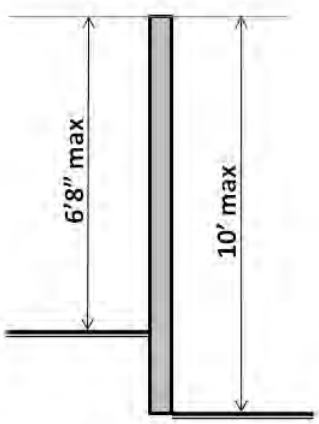
CONTENTS

14-3-1 INTENT
14-3-2 GENERAL USE PROVISIONS
14-3-3 ACCESSORY BUILDINGS AND USES
14-3-4 SCREENING
14-3-5 WALLS, FENCES, AND ELECTRICAL FENCES
14-3-6 PERFORMANCE STANDARDS
14-3-7 SATELLITE DISH ANTENNAE
14-3-8 MISCELLANEOUS PROVISIONS
14-3-9 HOME OCCUPATIONS
14-3-10 MANUFACTURED HOUSING
14-3-11 MOBILE HOMES, TRAVEL TRAILERS, HOUSE TRAILERS, AND RECREATIONAL VEHICLES
14-3-12 GROUP HOMES, DAY CARE GROUP HOMES, GROUP CARE FACILITIES AND COMMUNITY RESIDENTIAL SETTING FACILITIES
14-3-13 WIRELESS COMMUNICATION FACILITIES

14-3-5 WALLS, FENCES, AND ELECTRICAL FENCES (Ord. No. XX)

C. Commercial and Industrial Requirements.

1. Fences and walls in all Commercial and Industrial Districts shall not exceed ten (10) feet in height except that boundary line fences abutting Residential Districts shall not be greater than six (6) feet eight (8) inches in height, or except as specifically required as a condition of an approved Site Plan or Preliminary Plat or as otherwise specified in this Ordinance (Figure H).



2. In Industrial zoning districts, walls and fences on local streets except when adjacent to a Residential District, may exceed three (3) feet in height in the front and corner side yard building setback when located no closer than ten (10) feet to the street line except as may be specified elsewhere in this Ordinance.

3. Within the Light Industrial (I-1) and the Heavy Industrial (I-2) zoning districts the construction and use of electrical fences shall be permitted only as provided in this section and subject to the following:

   a) Electrical fences shall not be permitted on any property that contains a dwelling unit other than a caretakers' residence.

   b) Electric fences shall not be located within required landscape and street side setbacks.

   c) No electrical fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet in height and no more than three (3) to twelve (12) inches from the electrical fence.

   d) No electrical fence may extend more than thirty-six (36) inches above the adjacent non-electrical fence.

   e) No electrical fence may exceed a maximum height of twelve (12) feet.

   f) The electrical charge produced by the fence upon contact shall not exceed energizer characteristics set forth in the International Electrotechnical Commission (IEC) Standard.

   g) The energy source (energizer) for electric fences must be provided by a storage battery not to exceed 12volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a trickle charger.

   h) Electric fences shall be clearly identified with warning signs that read **"Warning – Electrical Fence"** at intervals no less than sixty (60) feet. Signs shall also contain imagery, symbols, or the international sign for electricity that allow individuals to understand that the fence is electrically charged, e.g. lightning bolts.

   i) Electrical fences shall contain a City approved Knox key switch capable of disconnecting the electric fence in its totality from all energizers. Such switch shall be clearly marked and easily observable and accessible from a primary path of entry for emergency and enforcement personnel.

ORDINANCE NO. 2014-38

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 17 "NUISANCES" OF THE PEORIA CITY CODE (1992), BY AMENDING SECTION 17-3 "PUBLIC NUISANCES; PROHIBITION" OF THE PEORIA CITY CODE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 17 of the Peoria City Code (1992) shall be amended to read as indicated on Exhibit A.

SECTION 2. Effective Date. This Ordinance shall become effective on the date provided by law.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 21st day of October, 2014.

_____

Bob Barrett, Mayor

_____

Date Signed

Ordinance No. 2014-38
October 21, 2014

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates:
Effective Date:

Ordinance No. 2014-38
October 21, 2014

EXHIBIT A

CHAPTER 17 – NUISANCES

Sec. 17-3. Public nuisances; prohibition.

The following acts, omissions, conditions, and things in or upon any land or structure in the City constitute public nuisances, the existence of which are hereby prohibited and declared to be unlawful:

(a) It shall be unlawful for any person to cause or allow any abandoned or inoperable vehicle to be stored or placed on, or allowed to remain on, any property except in complete conformance with the terms of this Subsection. All abandoned or inoperable vehicles or vehicles in residential areas being restored or repaired for longer than 48 consecutive hours within a fourteen (14) consecutive day period, starting the first day the vehicle is located unscreened shall be stored safely within a lawful, permitted enclosed building or structure having a perimeter composed of rigid walls and a roof or screened by a lawful six foot fence, or shall be stored on the premises of a business enterprise operated in a lawful place and manner in accordance with the provisions of the Peoria City Code where the storage of the vehicle is necessary to the operation of the business enterprise.

(b) It shall be unlawful to park or store any vehicle within the front, side or rear yard of a single or multi-family residence use unless such parking or storage is on an improved, dustproof-parking surface such as concrete asphalt, “chip seal”, or crushed rock or aggregate that is a minimum of three inches thick. All crushed rock or aggregate shall be contained by a permanent border and must be treated with a dust palliative in such a manner as to prevent the release of fugitive dust. The property owner and/or legal occupant of the property shall be under a continuous duty to maintain the parking surface in a manner to meet the minimum requirements of this subsection and to treat crushed rock or aggregate not less than two (2) times a year with a dust palliative. Parking within the front yard of a single residence use shall be on or contiguous to a legal driveway provided such parking does not exceed a maximum of 35% of the front yard area, except on lots less than 7,000 square feet in which case the excess vehicle and visitor parking may be located on up to 50% of the front yard. Parking within the side or rear yard of a single residence use shall have continuous access to a legal driveway meeting the dustproof requirements of this subsection.

(c) Any existing single or multi-family residence having unimproved parking shall by October 1, 2009 improve all existing parking areas with a dustproof-parking surface such as concrete asphalt, “chip seal”, or crushed rock or aggregate that is a minimum of three inches thick. All crushed rock or aggregate shall be contained by a permanent border and must be treated with a dust palliative in such a manner as to prevent the release of fugitive dust. The property owner and/or legal occupant of the property shall be under a continuous duty to maintain the parking surface in a manner to meet the minimum requirements of this subsection and to treat crushed rock or aggregate not less than two (2) times a year with a dust palliative.

(d) It shall be unlawful to erect ~~or maintain any electric fence~~ or to attach to any fence any glass, nails, metal objects or other materials in such a manner that is likely to injure any person who comes in contact with such object, or to erect or maintain any barbed wire or razor wire except that no more than three strands of barbed wire or one coil of razor wire not less than six feet and two inches above the ground are permitted at the top of an otherwise lawful fence enclosing a municipal, institutional, or commercial use. Barbed wire fencing is not prohibited on premises larger than one acre used for agricultural or livestock purposes. Barbed wire or razor wire shall not extend beyond the premises permitted to be enclosed.

ORDINANCE NO. 2014-39

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1977 EDITION), BY AMENDING ARTICLE 14-3-5 "GENERAL PROVISIONS", OF THE PEORIA ZONING ORDINANCE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Maricopa County, Arizona, held a public hearing on September 18, 2014 to consider a proposed amendment to the Peoria City Code, after notice in the manner provided by law; and

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 in the Peoria Times on August 29, 2014; and

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Arizona at its regularly convened meeting of September 18, 2014 voted to recommend to the Mayor and Council of the City of Peoria, Arizona, that amendments be made to the Peoria City Code (1977 edition); and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the recommendation of the Planning and Zoning Commission of the City of Peoria, Arizona, and deem it to be in the best interest of the public health, safety and welfare of the residents of the City of Peoria, Arizona to amend Article 14-3 "General Provisions", of the Peoria City Code (1977 edition):

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

SECTION 1. of Chapter 14 of the Peoria City Code (1977 edition) shall be amended to read as indicated on Exhibit A.

SECTION 2. Effective Date. This Ordinance shall become effective on the date provided by law.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 21st day of October, 2014.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub.Dates:
Effective Date:

Ordinance No. 2014-39
October 21, 2014

Exhibit A – Changes to Zoning Ordinance
Electric Fences
TA13-0001

ARTICLE 14-3
GENERAL PROVISIONS

(Amended by ord. No. 2011-02 & 2011-03)

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C. Commercial and Industrial Requirements.

1. Fences and walls in all Commercial and Industrial Districts shall not exceed ten (10) feet in height except that boundary line fences abutting Residential Districts shall not be greater than six (6) feet eight (8) inches in height, or except as specifically required as a condition of an approved Site Plan or Preliminary Plat or as otherwise specified in this Ordinance (Figure H).

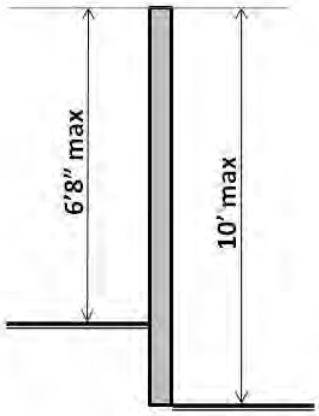

Figure H – Residential to Non-Residential

2. In Industrial zoning districts, walls and fences on local streets except when adjacent to a Residential District, may exceed three (3) feet in height in the front and corner side yard building setback when located no closer than ten (10) feet to the street line except as may be specified elsewhere in this Ordinance.

3. Within the Light Industrial (I-1) and the Heavy Industrial (I-2) zoning districts the construction and use of electrical fences shall be permitted only as provided in this section and subject to the following:

   a) Electrical fences shall not be permitted on any property that contains a dwelling unit other than a caretakers' residence.

   b) Electric fences shall not be located within required landscape and street side setbacks.

   c) No electrical fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet in height and no more than three (3) to twelve (12) inches from the electrical fence.

   d) No electrical fence may extend more than thirty-six (36) inches above the adjacent non-electrical fence.

   e) No electrical fence may exceed a maximum height of twelve (12) feet.

   f) The electrical charge produced by the fence upon contact shall not exceed energizer characteristics set forth in the International Electrotechnical Commission (IEC) Standard.

   g) The energy source (energizer) for electric fences must be provided by a storage battery not to exceed 12volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a trickle charger.

   h) Electric fences shall be clearly identified with warning signs that read **"Warning – Electrical Fence"** at intervals no less than sixty (60) feet. Signs shall also contain imagery, symbols, or the international sign for electricity that allow individuals to understand that the fence is electrically charged, e.g. lightning bolts.

   i) Electrical fences shall contain a City approved Knox key switch capable of disconnecting the electric fence in its totality from all energizers. Such switch shall be clearly marked and easily observable and accessible from a primary path of entry for emergency and enforcement personnel.

   j) The installation of electric fences are subject to the issuance and approval of a Miscellaneous Building Permit obtained through the Building Development Department of the City of Peoria.

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	23	24	25
26	27	28 City Council Subcommittee on Community Culture & Public Safety	29	30	31	

City Council Calendar

Color Key:
City Council

< October	November 2014					December >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
						1
2	3	4	5	6	7	8
9	10	11	**12** Council Subcommittee on Policy and Appointments Meeting	13	14	15
16	17	18	19	20	21	22
23	24	**25** City Council Subcommittee on Communtiy Culture & Public Safety Regular City Council Meeting Special Meeting & Study Session	26	27	28	29
30						

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 25A

Date Prepared: October 6, 2014 **Council Meeting Date: October 21, 2014**

TO: **Carl Swenson, City Manager**

FROM: **Tamara Shreeve, Council Office and Grant Program Manager**

THROUGH: **John Schell, Director, Governmental Affairs and Council Office**

SUBJECT: **Council Subcommittee Update**

Summary:

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been assigned to each Council Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

Exhibit 1: Council Subcommittee assigned agenda items

Contact Name and Number: Tamara Shreeve, x5143

Peoria Council Subcommittees
Updated 6 October 2014

Community Culture and Public Safety Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session. Completed	7/3/2012
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session. Completed	7/3/2012
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session. Completed	3/20/2012
Jeff Tyne / Susan D	Veterans Discount Program	2/27/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Jeff Tyne / Susan D	Establish "Peoria Friends of the Arts"	2/27/2012	Forward item to study session. Completed	12/4/2012
Jeff Tyne / Susan D	Youth Master Plan	4/9/2012	Forward item to study session. Completed	9/4/2012
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship	1/30/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Claudia Lujan	Structure of the Sister Cities Board	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	
Roy Minter	False Alarm Ordinance	11/7/2011	Forward to study session (11/7/2011). Completed	4/17/2012
Dave Pearson	Recreational Vehicle Ordinance	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012
Tony Rivero	Recreational Vehicles City Code Section 14-110	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012

Peoria Council Subcommittees
Updated 6 October 2014

Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session. Completed	Regular Council Meeting 6/19/12
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Informational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control	9/10/2012	Discussion only. Completed	NA
Carlo Leone	Residential Parking	11/15/2012	Item discussed. Forward to Council Study Session.	4/1/2014
Carlo Leone	Dirt Ordinance	11/15/2012	Discussion only. Completed	NA
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Informational only. Completed	NA
Tamara Shreeve/Susan Thorpe	Community/Outside Agency Funding & Assistance Policy	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	11/13/2012
Ron Aames	Roadside Memorials	11/15/2012	Discussion only. Completed	NA
Carlo Leone	Feeding Nuisance Animals	9/10/2012	Item was discussed. Staff will draft ordinance to present at a Council Study Session. (9/10/12)	
Ron Aames	Permissible Number of Animals per Residence	9/10/2012	Discussion only. Completed	NA
Carlo Leone	Policy of Swine in Peoria	1/28/2014	Item was discussed. Forward item to Council Study Session. Completed.	
Mayor Barrett	Mobile Vendor Policy			

Peoria Council Subcommittees
Updated 6 October 2014

General Government Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	7/3/2012 10/23/2012
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes	2/13/2012	Will be placed as a regular agenda item.	Regular Agenda 7/3/12
Katie Gregory	Development Service User Fees	2/13/2012	Forward to Council Study Session. Completed	7/3/2012
Ron Aames	Taxes	9/18/2013	Item was discussed. Forward to Council Study Session. Completed	12/6/2013
Ron Aames	City Financing Program	9/18/2013	Item was discussed. Forward to Council Study Session. Completed	12/6/2013

Peoria Council Subcommittees
Updated 6 October 2014

Tony Rivero	Procurement Process	5/21/2014	Item was discussed. Forward to Council Study Session. Completed	8/27/2014

Peoria Council Subcommittees
Updated 6 October 2014

Policy and Appointments Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011 1/10/2012	No further Action. Completed (11/7/11). Revisited item on 1/10/12. No further action. Completed	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the SC. (12/13/11). Completed. Revisited item on 1/10/12. Completed	NA
Rhonda Geriminsky	Board and Commission Appointments & Reappointments	Ongoing	Appointments and reappointments reviewed and recommended by subcommittee. Ongoing topic.	NA
Dave Pearson	Charter Amendments	12/13/2011 1/10/12 1/24/2012	Bring back to Subcommittee for further discussion (12/13/11). Discussed seven proposed charter amendments. Forward 6 of those to Study Session. One proposed amendment was withdrawn (1/10/12). Reviewed remainder charter amendments. Forward charter amendments to study session. (1/24/2012) Completed	2/21/2012

Peoria Council Subcommittees
Updated 6 October 2014

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee. Include a process flow chart (12/13/11). Forward to study session with consensus recommendation (1/10/12). Completed	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11). Completed	5/15/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11). Subcommittee procedures are addressed in CP 1-6. Completed	NA
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/through a City Manager's report. Completed	Regular Council Meeting 1/3/2012

Susan Thorpe	Council Code of Ethics	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item- continue discussion at the next meeting (5/8/12). Consensus to forward draft policy to Study Session (9/11/2012). Completed.	
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item- continue discussion at the next meeting (5/8/12). Consensus to forward draft policy to Study Session (9/11/2012). Completed	
Rhonda Geriminsky	Youth Master Plan Initiative	3/20/2013 6/11/2013	Item was discussed. City Attorney will draft some ideas on how youth can be involved in committees (3/20/2013). Item was discussed and forward to study session (6/11/2013). Completed	2/25/2014
Rhonda Geriminsky	2013 Board and Commission Recognition Event	3/20/2013	Item was discussed. Staff will identify potential dates for the event (3/20/2013). Completed	NA

Peoria Council Subcommittees
Updated 6 October 2014

Rhonda Geriminsky	2013 and 2014 Board and Commission Recognition Events	8/13/2013	Item was discussed. Staff will continue to gather options for holding the next recognition event. (8/13/2013)	NA
John Sefton	Youth Advisory Board Council Liaison Interviews	9/10/2013	Interviews were conducted. Recommendations will be forwarded to the Council for the Council Youth Liaison and the Council Youth Liaison Alternate.	10/1/2013
Steve Kemp	Proposed Charter Amendment to allow council members to place agenda items on regular city council meetings and special meetings	2/11/2014	Item was discussed. Forward to Council Study Session. Completed	3/25/2014
Steve Kemp	Proposed Charter Amendment as to Council Assistants	2/11/2014	Item was discussed. Forward to Council Study Session. Completed	3/25/2014
Steve Kemp	Proposed City Charter Amendment as to a City Treasurer Position	2/11/2014	Item was discussed. Forward to Council Study Session. Completed	3/25/2014
Rhonda Geriminsky	2015 Board and Commission Recognition Event	8/18/2014	subcommittee for further discussion. (8/18/2014) Item was discussed. Completed. 9/9/2014	NA
John Sefton	Youth Advisory Board Council Liaison Interviews	7/24/2014	Interviews were conducted. Recommendations will be forwarded to the Council appointment and possible change to the policy.	Regular Council 9/2/2014 and 9/16/2014

Peoria Council Subcommittees
Updated 6 October 2014

Sustainable Development and Public Services Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed	11/15/2011
Chris Jacques/ Susan D.	Open Space Preservation Program and Decision Support Model	2/1/2012	Start community outreach activities and forward item to Council Study Session. Completed	8/21/2012
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward item to study session (6/6/12). Completed	
Cathy Carlat	Not for Profit Committee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward Item to study session (6/6/12). Completed	
Scott Whyte/ Chris Jacques/ Susan D.	Old Town Entertainment District Designation	12/7/2011 1/4/2012	Bring back to subcommittee for further discussion (12/7/11). Forward to Regular Council Meeting (1/14/2012). Completed	Regular Council Meeting 1/17/2012
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	4/17/2012

Peoria Council Subcommittees
Updated 6 October 2014

Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda. Completed	Regular Council mtg. 1/3/2012
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed	2/7/2012
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed	2/7/2012
Dave Pearson	Change in City Ordinance regarding multi-family solid waste service	1/5/2012	Item was discussed, then withdrawn by Councilman Pearson. Completed	NA
Scott Whyte	Old Town Indicators	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed	8/21/2012
Chris Jacques	Senate Bill 1598-Aggregate Mining	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed	8/21/2012
Carlo Leone	Street Maintenance	11/7/2012	Item was discussed. No further action needed. Completed	NA
Ron Aames	Maintaining Traffic During Construction of Street Projects	5/8/2013	Item was discussed. No further action needed. Completed	NA
Carlo Leone	Code Amendment - Placement of Trash Receptacles	11/6/2013	Item was discussed. Forward item to Study Session. Completed	4/1/2014

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 25B

Date Prepared: October 1, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: 2014 Halloween Monster Bash

Summary:

The City of Peoria invites the community to the Halloween Monster Bash on Saturday, October 25, 2014 from 5pm – 9pm. The Monster Bash offers a safe alternative to trick or treating and another opportunity to show off your costume during the Parade of Costumes which begins at 5:30pm. The event will feature inflatables, carnival games, climbing wall, scary science, entertainment, make-n-take crafts, and much more.

This year the event will be held at Centennial Plaza on the City Hall Campus at 8401 W. Monroe, south of Peoria Avenue between 83rd and 85th Avenues. Parking and admission are free. Attendees are encouraged to bring a donation of canned food to benefit St. Mary's/Westside Food Bank Alliance. Food and beverage will be available for purchase. For more information call 623-773-7137 or visit us on the web at www.peoriaaz.gov/specialevents.

Exhibit(s): Halloween Flyer

Contact Name and Number: Matt Kalcevich, (623)773-7133

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PRESENTED BY
sears VACATIONS

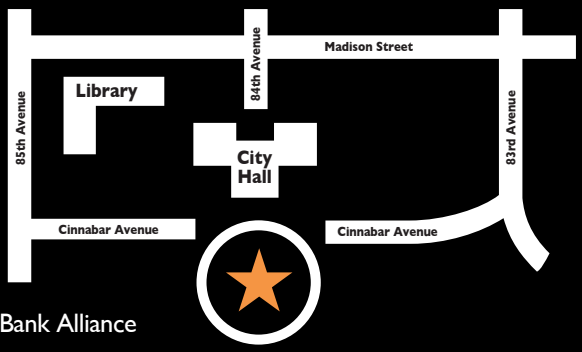
HALLOWEEN MONSTER BASH

Saturday Oct 25th

5 p.m. - 9 p.m.

This year at Centennial Plaza, near the Peoria Public Library

NEW SITE!



FREE admission with canned food item(s) to help support The St. Mary's / Westside Food Bank Alliance

MONSTER LOOP • PUMPKIN PATCH • CARNIVAL GAMES • PARADE OF COSTUMES • FOOD & OTHER ACTIVITIES (Nominal fee for some activities)

FOR MORE INFORMATION, CALL (623) 773-7137 or VISIT WWW.PEORIAAZ.GOV/SPECIALEVENTS

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CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 25C

Date Prepared: October 2, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Eight's Great GrillFest 2014

Summary:

The City of Peoria, in conjunction with R Entertainment and Arizona PBS - Eight, is gearing up for our second Eight's Great GrillFest, on Sunday, November 2, noon to 3pm, at the Trilogy Country Club, Vistancia, in Peoria.

Culinary talent lighting up the SubZero/Wolf and Safeway Grilling stages includes:

- Arizona culinary celebrity Barbara Pool Fenzl, who also stars in Eight's Savor the Southwest, and serves as official event host
- Fan favorite and James Beard Foundation award-winning Robert McGrath, who hosts Eight's Check, Please! Arizona, the station's number-one locally produced show
- Special guests will also include from America's Test Kitchen, Bridget Landcaster and Julia Collin Davison
- A very special wine seminar by world-wide leading food and wine expert Anthony Dias Blue.

Eight's Great GrillFest delivers a coveted foodie exploration, with a special focus on the quintessentially American cooking pastime, grilling. Patrons will see cooking-in-action; meet chefs; discover prized tips and techniques and much more. With the renowned chef lineup, Eight's Great GrillFest also showcases plenty of local favorite dining spots and a one-ticket-for-all-food-&-drink sampling experience.

The PBS personalities are nationally renowned for their popular weekly TV shows, several best-selling cookbooks, for their outright leadership in the culinary world and, of course, for their food! And at Eight's Great GrillFest, they'll add that spectacle of entertainment -- greeting fans, presenting grilling demonstrations, participating in Q&A sessions, signing books and more.

Tickets: Purchase tickets at www.azpbs.org/grillfest and click on the 'buy tickets' link. Admission to the event is $40 and includes food, wine and beer tastings.

Exhibit(s): Flyer

Contact Name and Number: Matt Kalcevich (623)773-7133

Sunday, November 2nd, 2014 • 12-3pm

Vip 11am - 12pm • General Admission 12-3pm

eight's GREAT GrillFest PEORIA, AZ

TRILOGY AT VISTANCIA

12575 W GOLF CLUB DR,
PEORIA, AZ

FEATURING

BARBARA POOL FENZL
COOKBOOK AUTHOR AND
HOST OF 'SAVOR THE SOUTHWEST'

ROBERT MCGRATH
HOST OF 'CHECK, PLEASE! ARIZONA'

SPECIAL GUESTS

BRIDGET LANCASTER
AMERICA'S TEST KITCHEN'

JULIA COLLIN DAVISON
AMERICA'S TEST KITCHEN

EXCLUSIVE WINE SEMINAR BY

ANTHONY DIAS BLUE
WORLD-WIDE LEADING WINE & FOOD EXPERT

TICKETS AVAILABLE AT
AZPBS.ORG/GRILLFEST

$40 ADMISSION TICKET INCLUDES

- COOKING DEMONSTRATIONS BY PBS PERSONALITIES AND LOCAL CHEFS
- SAMPLINGS FROM LOCAL VALLEY RESTAURANTS
- WINE AND CRAFT BEER TASTINGS
- LIVE ENTERTAINMENT

CITY OF PEORIA · SUB-ZERO · WOLF · Southern Wine & Spirits Dedicated to Sales & Service · R ENTERTAINMENT · SAFEWAY · GOOSE ISLAND · BLACKSTONE COUNTRY CLUB AT VISTANCIA · Trilogy at Vistancia

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 25D

Date Prepared: October 1, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Neighborhood ParkFest! Series

Summary:

Community Services, Neighborhood Resources, and Public Safety are set to engage Peoria neighborhoods with free, fun, entertaining, and informative activities. **Peoria's *ParkFest!* events** are entering year two and are designed to connect with the community by introducing neighbors and providing information about city services through unique and creative festival atmospheres. Activities will vary between select park locations and are geared to enhance the neighborhood experience within a special event theme.

***ParkFest!* @ Apache Park,** 8633 W. John Cabot Road, will be held on **Saturday, November 1, from 2-5pm** and ***ParkFest!* @ Country Meadows Park**, 11098 W Butler Dr will be held on **Saturday, November 8 from 10am-1pm.** These events will feature interactive inflatables and games, live music, face painting, a balloon twister, and new for this year a bike rodeo sponsored by Peoria Police as well as an interactive optical course provided by Peoria Fire. Food and drinks will be provided while supplies last.

Three more ParkFest! events are being planned for the spring of 2015. Since the inception of the ParkFest! events in 2013, over 2100 people have enjoyed these exciting activities and city-sponsored information right in their neighborhoods.

Exhibit(s): Flyers

Contact Name and Number: Matt Kalcevich (623)773-7133

ParkFest!

Fun in the Park

Saturday

November 1, 2-5 p.m.

Apache Park, 8515 W. John Cabot Road, Peoria

Live Music, Kids Activities, Game Truck, Inflatables, Bike Rodeo, Food and MORE!

ParkFest!

Fun in the Park

Saturday

November 8, 10 a.m. to 1 p.m.

Country Meadows Park, 11098 W. Butler Drive, Peoria

Live Music, Kids Activities, Inflatables, Games, Bike Rodeo, Food and MORE!

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 25E

Date Prepared: October 2, 2014 **Council Meeting Date: October 15, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: 2014 7th Annual Veterans Day Run and Veterans Recognition

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Summary:

7th Annual Veterans Day Run and Veterans Recognition - Saturday, November 15, 8:30 a.m.

In honoring those who have served or are serving in our military to protect our country, the City of Peoria and Veterans Memorial Board is hosting the 7th annual 5K Veterans Day Run and Family walk on Saturday, November 15, 2014. The race will begin at the large group picnic area in at Rio Vista Community Park, 8866A West Thunderbird Road at 8:30 a.m. Pre registration is encouraged the fee is only $20 for adults; $30 registration the day of the race. Event proceeds with help benefit Play Peoria, Inc. and the Wounded Warrior Project.

The Veterans Board members are seeking donations from various local vendors to offer a free continental breakfast to all participants and attendees. The free breakfast and recognition of our veterans will be conducted at the conclusion of the race and medals will be awarded to the top three places in the various divisions. We are also planning to hold a raffle with various prizes to give away and all proceeds from the raffle to help benefit the Wounded Warrior Project. This year we anticipate having more than 350 runners, and a division of veterans in the Wounded Warrior Project also participate in the race. Anyone is invited to attend and help us honor and recognize our veterans.

Exhibit(s): Flyer

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

The Peoria Veterans Memorial Board
and Peoria Runners Series
presents

Help us honor those that have given so much to our country. The Veterans Day Run will be part of the City of Peoria Veterans Day Recognition Ceremony at Rio Vista Community Park. Proceeds will help support the **Wounded Warrior Project.**

Free continental breakfast (while supplies last)

The American Legion Peoria Post #62 will be presenting the colors and performing the Star Spangled Banner.

Race Time
8:30am

Race Day Check-in
7:30am

To register, call
623.773.7137 or visit
www.peoriaaz.gov/running

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 25F

Date Prepared: October 1, 2014 **Council Meeting Date: October 21, 2014**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Camino a Lago Park Grand Opening

Summary:

City Council is invited to attend the ribbon cutting ceremony for the grand opening of Camino a Lago Park on Saturday, November 15th from 1:00 p.m. to 3:00 p.m. Refreshments will be served and special activities for the community are planned such as: misting areas and playgrounds for kids that are aimed to please, basketball and tennis activities, and soccer goals will be set up on the lawn area for recreational play. Camino a Lago Park is located at 21249 N. 98th Avenue just north of Sunrise Mountain Library. Camino a Lago is the 34th neighborhood park in Peoria.

Exhibit(s): None

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