

City Council Meeting Notice & Agenda



Tuesday, January 20, 2015

City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting

5:00 P.M. Convene

Roll Call

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda 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

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

Discussion and possible action to authorize the holding of an Executive Session for the purpose of: (a) discussion with legal counsel in order to consider the City's position and instruct legal counsel regarding a proposed Agreement with State Trailer Peoria, LLC., pursuant to A.R.S. § 38-431.03.A.4; (b) discussion and consultation with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property located near 83rd Avenue and Washington Street, pursuant to A.R.S. § 38-431.03.A.7; and (c) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5.

Mayor
Cathy Carlat

Willow District
Jon Edwards,
Vice Mayor

Acacia District
Vicki Hunt

Ironwood District
Bill Patena

Mesquite District
Ben Toma

Palo Verde District
Michael Finn

Pine District
Carlo Leone

Executive Session

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

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

Executive Session Agenda

2. An Executive Session for the purpose of: (a) discussion with legal counsel in order to consider the City's position and instruct legal counsel regarding a proposed Agreement with State Trailer Peoria, LLC., pursuant to A.R.S. § 38-431.03.A.4; (b) discussion and consultation with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property located near 83rd Avenue and Washington Street pursuant to A.R.S. § 38-431.03.A.7; and (c) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5.

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

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda 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

3. **C - Land Acquisition, New River Trail Access, 83rd Avenue and Village Parkway**

Discussion and possible action to adopt **RES. 2015-07** authorizing the acquisition of the property located at the southeast corner of 83rd Avenue and Village Parkway.

4. **C - Code Amendment, Various Chapters, Fire Department Name Change**

Discussion and possible action to adopt **ORD. 2015-01** amending various chapters of the Peoria City Code (1992 Edition) to change the name of the Peoria Fire Department to the Peoria Fire-Medical Department and recognizing Medical Services as one of the major divisions with the Department.

5. **C - Contract, TL Hocking & Associates, Financial Advisor Services**

Discussion and possible action to: (a) approve a contract for Financial Advisor services with TL Hocking & Associates; and (b) approve a budget amendment in the amount of \$82,534 from the General Fund Contingency account to the Financial Services Division - Other Professional Services account.

6. **C - Exemption Request, Requirement to Post Security for Self-Insured Workers' Compensation Claims**

Discussion and possible action to authorize the execution of documents necessary to certify the City of Peoria exemption from the Industrial Commission of Arizona requirements to post security for pending self-insured Workers' Compensation Claims.

7. **C - Maintenance Improvement District No. 1171, Querencia Phase 2, Lake Pleasant Parkway and Yearling Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2015-02** intention and ordering the formation of proposed Maintenance Improvement District No. 1171, Querencia Phase 2, located at Lake Pleasant Parkway and Yearling Road; and adopt **RES. 2015-03** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

8. **C - Maintenance Improvement District No. 1175, Blackstone at Vistancia Parcel A3, Lone Mountain Road and Sunrise Point**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2015-04** intention and ordering the formation of proposed Maintenance Improvement District No. 1175, Blackstone at Vistancia Parcel A3, located at Lone Mountain Road and Sunrise Point; and adopt **RES. 2015-05** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

9. **C - Easements, 68th Lane and Happy Valley Road Related to Terramar Cove**

Discussion and possible action to adopt **RES. 2015-06** authorizing the acceptance of an Easement for a Public Water and Sewer Line and an Easement for a Public Sidewalk from the Deer Valley Unified School District associated with the development of the land adjacent to Terramar Park in the vicinity of 68th Lane and Happy Valley Road.

10. **C - Final Plat, Quik Trip #490, Thunderbird Road and Rio Vista Boulevard**

Discussion and possible action to approve the Final Plat, Quik Trip #490, Thunderbird Road and Rio Vista Boulevard, subject to stipulations.

11. **C - Final Plat, Parkridge Elementary School, 99th Avenue and Beardsley Road**

Discussion and possible action to approve the Final Plat of Parkridge Elementary School, located at 99th Avenue and Beardsley Road, subject to stipulations.

Regular Agenda

New Business

12. **R - PUBLIC HEARING - Liquor License, Barrel Grill and Modern Saloon, located at 15703 North 83rd Avenue #110**

PUBLIC HEARING: RE: A New Restaurant Liquor License (Series 12) for Barrel Grill and Modern Saloon, located at 15703 North 83rd Avenue #110, Rexford J. Moffett, Applicant, LL#20011805.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill and Modern Saloon, located at 15703 North 83rd Avenue #110, Rexford J. Moffett, Applicant, LL#20011805.

13. **R - PUBLIC HEARING - Off-Track Wagering License Renewal, Turf Paradise/Days Hotel, 8955 Northwest Grand Avenue**

PUBLIC HEARING: RE: An Off-Track Wagering License Renewal for Turf Paradise to telecast at Days Hotel located at 8955 Northwest Grand Avenue.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the Arizona Racing Commission for an Off-Track Wagering License Renewal for Turf Paradise to telecast at Days Hotel located at 8955 Northwest Grand Avenue.

14. **R - Code Amendment, Chapter 2, Public Defender Contract Review Committee**

Discussion and possible action to adopt **ORD. 2015-02** amending Chapter 2, Section 2-74 of the Peoria City Code (1992 Edition) pertaining to the number of members on the Public Defender Contract Review Committee.

15. **R - Special Events Funding Request, 2015 Arizona Chinese Lantern Festival**

Discussion and possible action to: (a) authorize a special event affiliate status and funding request for the 2015 Arizona Chinese Lantern Festival in the amount of \$21,000; and (b) approve a budget amendment in the amount of \$21,000 from the General Fund Contingency account to the Special Events Other Professional Services account.

16. **R - Economic Development Activities Agreement, GE AVIC Civil Avionics Systems Americas, Inc.**

Discussion and possible action to: (a) authorize the City Manager to execute an Economic Development Activities Agreement with GE AVIC Civil Avionics Systems Americas, Inc.; (b) adopt **RES. 2015-08** approving an Economic Development Activities Agreement with GE AVIC Civil Avionics Systems Americas, Inc. and declaring an emergency; (c) authorize a cash transfer in the amount of \$628,000 from the Half-Cent Sales Tax Fund to the Economic Development Fund; and (d) approve a budget amendment in the amount of \$1,228,000 from the Half-Cent Sales Tax Fund Contingency account to the GE AVIC Civil Avionics Project, Economic Development Fund, Economic Development Projects account.

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

17. **Council Calendar**

18. **Reports**

- A. Police Department, National Recognition for Community Outreach
- B. Residential Solid Waste Changes

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: 3C

Date Prepared: December 30, 2015**Council Meeting Date:** January 20, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Land Acquisition, New River Trail Access, 83rd Avenue and Village Parkway

Purpose:

This is a request for City Council to discuss the adoption of a Resolution authorizing the acquisition of property located on the southeast corner of 83rd Avenue and Village Parkway.

Background/Summary:

For years, the City of Peoria has had an interest in connecting adjacent residential areas to the New River Trail system. In 2011, a segment of the New River Trail opened between Bell Road and Beardsley Road which provided an opportunity to connect thousands of Peoria residents to the trail system. A point of access was identified near the intersection of 83rd Avenue and Village Parkway which would connect the entire Westbrook Village community to the trail. A traffic signal exists at this intersection allowing for safe crossing of 83rd Avenue.

The City has a trailhead project in its Capital Improvement Program which includes \$247,000 in FY15 for land acquisition and \$550,000 in FY20 for design and construction.

Currently access to this stretch of the trail can be gained to the south at Union Hills Drive or to the north at Beardsley Road. Other access points in the area are over private property.

The property needed for the trail connection is owned by MidFirst Bank; the asking price for the parcel was \$250,000. Staff negotiated with the bank and reached agreement on a purchase price of \$225,000 for the 37,500 s.f. (+/-) parcel; plus minor closing costs. An appraisal was done on the property and the estimated value in the appraisal supports our offering price.

The City has extended an offer to the property owner, subject to formal Council approval. The bank has accepted our offer and has signed a Sale Agreement and Escrow Instructions which is attached. A representative of MidFirst Bank has been notified of this item being presented to City Council with a recommendation for approval. Upon City Council approval of this purchase,

staff will work with the seller to finalize the sale prior to a projected close of escrow on or before January 30, 2015.

Previous Actions:

- There has been no previous formal Council action on this item.

Options:

- A:** Approve the adoption of the Resolution authorizing the acquisition of land rights to allow for the acquisition of this site.
- B:** Deny adoption of the Resolution authorizing the acquisition of the land rights which will result in the trail connection to New River being postponed.

Staff's Recommendation:

Staff recommends that the Mayor and Council adopt the attached Resolution authorizing the acquisition of the property described in the Resolution. Once the Purchase Agreement has been finalized, the City Manager is authorized to sign any documents necessary to complete the acquisition.

Fiscal Analysis:

A total of \$247,200 is currently available in the project budget for land acquisition in the following General Obligation Bond Fund (2010 issue): 4240-4240-540000-CIPRT-CS00156.

Narrative:

Once the land acquisition is complete, staff will evaluate options on how to move forward with a trail connection that will serve the community until the trailhead is complete in FY20.

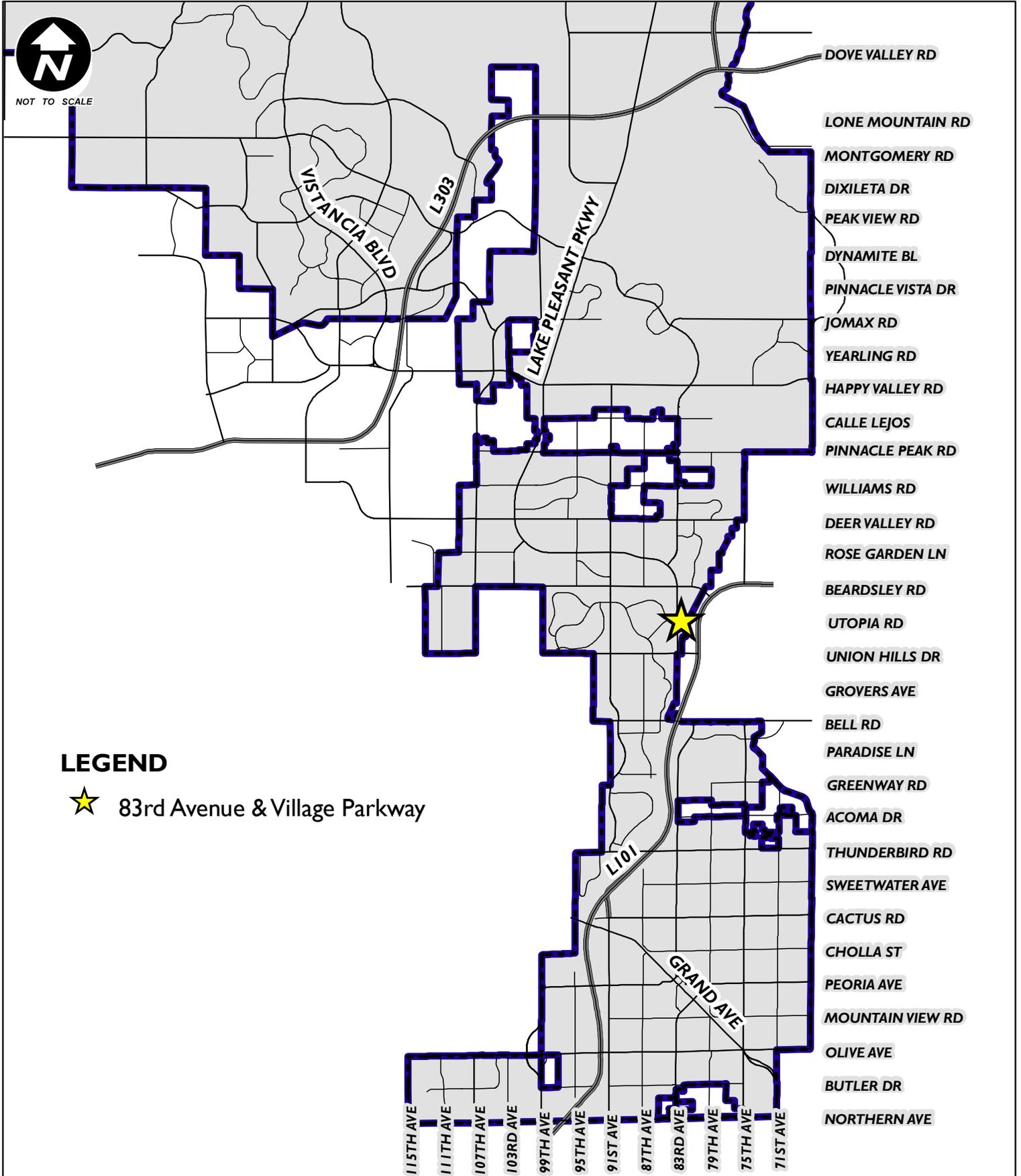
Exhibit(s):

- Exhibit 1:** Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Resolution
Exhibit 4: Sale Agreement & Escrow Instructions

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



NOT TO SCALE

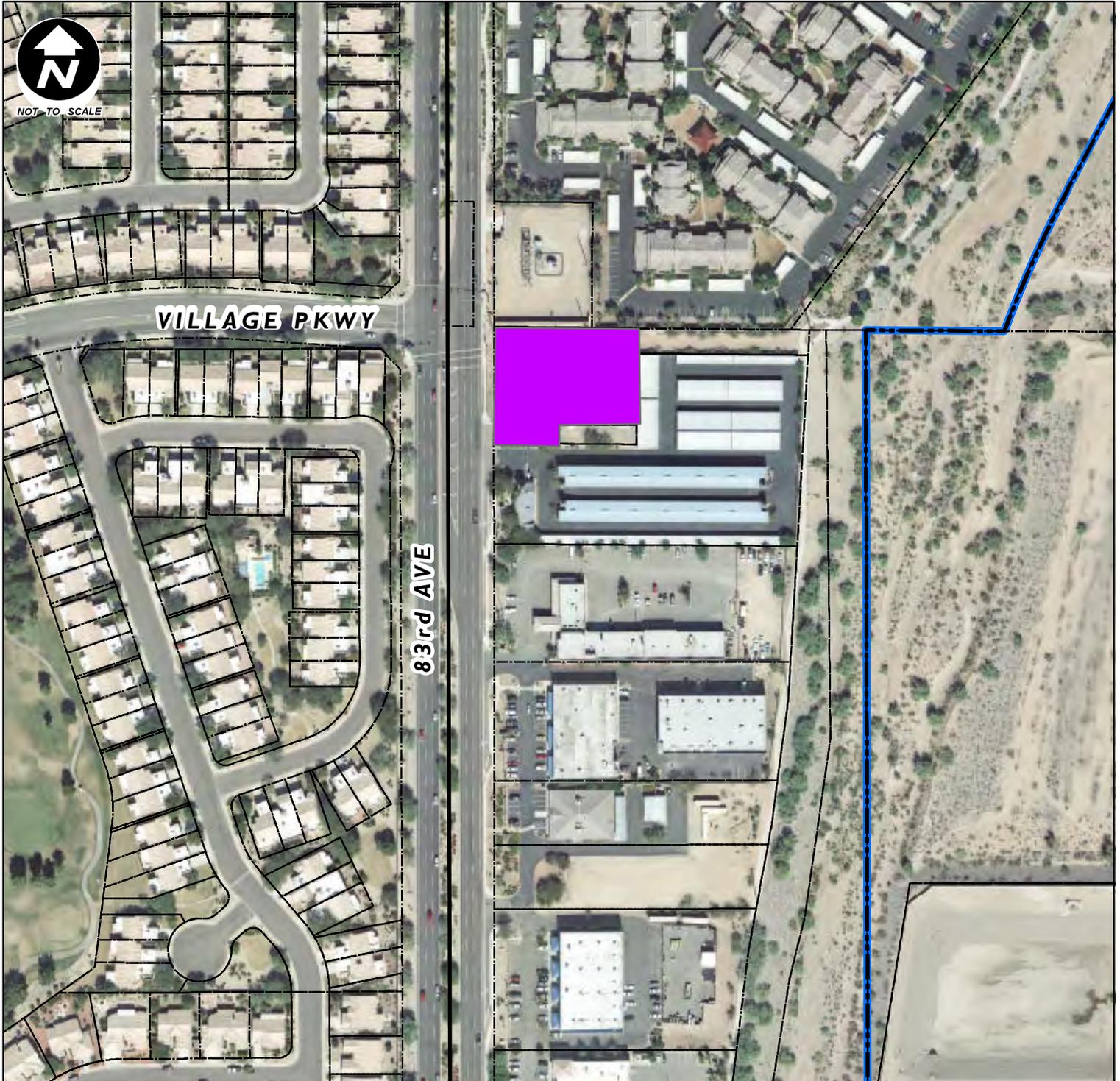


LEGEND

★ 83rd Avenue & Village Parkway

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

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



LEGEND

-  Property Acquisition
-  83rd Avenue & Village Parkway



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

RESOLUTION NO. 2015-07

A RESOLUTION OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC USE; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ACQUIRE ON BEHALF OF THE CITY OF PEORIA THROUGH DONATION, OUTRIGHT PURCHASE OR UNDER THE POWER OF EMINENT DOMAIN FOR PUBLIC PURPOSES OF ALL INTEREST IN CERTAIN DESCRIBED REAL PROPERTY IN THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, IN ORDER FOR THE CITY TO PROPERLY AND ADEQUATELY ACCESS THE NEW RIVER TRAIL AS A MATTER OF PUBLIC NEED AND NECESSITY; REFERENCING TITLE 12 OF STATE LAW CONCERNING THE EXERCISE OF EMINENT DOMAIN FOR PUBLIC ROADS, STREETS, AND PUBLIC SAFETY PURPOSES; STATING THE CONCLUSION OF THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT THAT THE ACQUISITION IS IN CONFORMITY WITH THE ADOPTED GENERAL PLAN; AS A MATTER OF PUBLIC NEED AND NECESSITY AND DECLARING AN EMERGENCY.

THEREFORE IT IS RESOLVED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. AUTHORIZATION TO ACQUIRE

That the City Attorney on behalf of the City of Peoria, Arizona is authorized and directed to acquire and/or condemn all the real property described in the attached Exhibit "A" pursuant to Title 12, Chapter 8, Article 2, Arizona Revised Statutes and to file on behalf of the City such litigation as necessary to consummate the acquisition of such property under the power of eminent domain and to do all things necessary to accomplish this purpose, including but not limited to obtaining title reports and appraisals and other expert assistance for such purposes. The Assessor parcel number associated with the legal description in the attached Exhibit "A" is:

200-30-981 Total take

SECTION 2. EMINENT DOMAIN AUTHORITY PURSUANT TO TITLE 12 OF
STATE LAW: AUTHORIZATION TO OBTAIN IMMEDIATE
POSSESSION

That the City Attorney on behalf of the City of Peoria, Arizona is authorized to petition the Superior Court to enter an order that the City of Peoria be allowed immediate possession and full use of all of the real property described in Exhibit "A" pursuant to Title 12, Chapter 8, Article 2, Section 12-1116 and to immediately determine the probable damages resulting from City of Peoria being allowed to have immediate possession of the real property described in Exhibit "A" and to set the amount of a bond in a form to be approved by the Court or to deposit the equivalent amount of City funds budgeted and appropriated and to do all things necessary to accomplish this purpose.

SECTION 3. DETERMINATION OF CONFORMITY WITH GENERAL PLAN

That the Planning and Community Development Department, which is the designated "planning agency" for the City of Peoria for purposes of Arizona Revised Statutes Title 9, Chapter 4, Article 6 ("Municipal Planning"), has reviewed the acquisition of the Property for conformity with the adopted Peoria General Plan pursuant to A.R.S. § 9-461.07(C) and reported that the location, purpose, and extent of the acquisition of the Property conforms with the Peoria General Plan.

SECTION 4. EFFECTIVE DATE

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an Emergency is declared to exist and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter and is exempted from the referendum clause of the Charter.

Resolution No. 2015-07
New River Trail Access
January 20, 2015
Page 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 20th day of January, 2015.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENTS:

Exhibit A - Legal Description

EXHIBIT "A"

(Legal Description of the Real Property)

That certain real property located in Maricopa County, Arizona and legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST, RUNNING THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS EAST 584.03 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26, RUNNING THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST 538.84 FEET ALONG A LINE PARALLEL TO AND 2043.22 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 02 DEGREES 51 MINUTES 42 SECONDS EAST 581.60 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE WEST 573.30 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26 TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING WEST OF THE WEST BANK OF THE NEW RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, FROM WHICH THE WEST QUARTER CORNER BEARS NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 2627.95 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 26, A DISTANCE OF 113.74 FEET TO A POINT;

THENCE ALONG THE ARC OF A 1105.92 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 35.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 23 SECONDS AND A LONG CHORD WHICH BEARS NORTH 20 DEGREES 39 MINUTES 49 SECONDS WEST A DISTANCE OF 35.19 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 83RD AVENUE, AS DESCRIBED IN DOCKET 2665, PAGE 238, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1105.92 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 370.95 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 13 MINUTES 07 SECONDS AND A LONG CHORD WHICH BEARS NORTH 10 DEGREES 08 MINUTES 33 SECONDS WEST A DISTANCE OF 369.22 FEET, TO A POINT;

THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF 40.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SECTION 26, A DISTANCE OF 2048.94 FEET TO A 1/2 INCH REBAR, BEING 181.94 FEET SOUTHERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST PARALLEL TO AND 181.94 FEET SOUTHERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 134.79 FEET TO A 1/2 INCH REBAR;

THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 30.00 FEET TO A 1/2 INCH REBAR;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST PARALLEL TO A 151.94 FEET SOUTHERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 126.00 FEET TO A 1/2 INCH REBAR;

THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 151.93 FEET TO A 1/2 INCH REBAR ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 270.46 FEET TO A 1/2 INCH REBAR;

THENCE SOUTH 02 DEGREES 51 MINUTES 19 SECONDS WEST, A DISTANCE OF 584.53 FEET (SOUTH 02 DEGREES 51 MINUTES 42 SECONDS WEST, 582.68 FEET, RECORDS) TO A 1/2 INCH REBAR;

THENCE SOUTH 06 DEGREES 57 MINUTES 26 SECONDS WEST A DISTANCE OF 199.64 FEET (SOUTH 06 DEGREES 58 MINUTES 56 SECONDS WEST 199.62 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 09 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 201.30 FEET (SOUTH 10 DEGREES 00 MINUTES 58 SECONDS WEST 201.27 FEET RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 06 DEGREES 21 MINUTES 55 SECONDS WEST A DISTANCE OF 200.74 FEET (SOUTH 06 DEGREES 20 MINUTES 06 SECONDS WEST 200.35 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 09 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 197.20 FEET (SOUTH 08 DEGREES 56 MINUTES 24 SECONDS WEST 197.58 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 09 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 203.52 FEET (SOUTH 10 DEGREES 04 MINUTES 15 SECONDS WEST 203.34 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 06 DEGREES 00 MINUTES 54 SECONDS WEST A DISTANCE OF 198.30 FEET (SOUTH 06 DEGREES 04 MINUTES 16 SECONDS WEST 198.24 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 05 DEGREES 36 MINUTES 20 SECONDS WEST A DISTANCE OF 199.13 FEET (SOUTH 05 DEGREES 34 MINUTES 29 SECONDS WEST 199.06 FEET RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 05 DEGREES 28 MINUTES 13 SECONDS WEST A DISTANCE OF 199.89 FEET (SOUTH 05 DEGREES 24 MINUTES 06 SECONDS WEST 200.00 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 13 DEGREES 45 MINUTES 14 SECONDS WEST A DISTANCE OF 212.22 FEET (SOUTH 13 DEGREES 48 MINUTES 18 SECONDS WEST 212.44 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 16 DEGREES 42 MINUTES 19 SECONDS WEST (SOUTH 16 DEGREES 37 MINUTES 30 SECONDS WEST RECORD) A DISTANCE OF 228.06 FEET TO A 1/2 INCH REBAR ON THE NORTHERLY RIGHT OF WAY LINE OF UNION HILLS DRIVE, AS SET FORTH IN BOOK 510 OF DEEDS, PAGE 295, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 39 MINUTES 05 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, PARALLEL TO AND 33.00 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 26, A DISTANCE OF 95.60 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE

1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST ALONG THE EAST-WEST MID-SECTION LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST, 42.00 FEET;

THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, 181.95 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS WEST, 42.00 FEET;

THENCE NORTH 00 DEGREES 32 MINUTES 02 SECONDS WEST, 181.95 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THE WEST 33.00 FEET THEREOF.

**SALE AGREEMENT
AND ESCROW INSTRUCTIONS
(Southeast corner of 83rd Avenue and Village Parkway, Peoria, Arizona)**

INTRODUCTION AND DEFINITIONS

Contract Date: January ___, 2015

Seller: MidFirst Bank
3030 East Camelback Road
Phoenix, Arizona 85016
Attention: Chris Burson
Telephone: 602-801-5022
Facsimile: 602-801-5110
E-mail: chris.burson@midfirst.com

With copies to: MidFirst Bank
501 NW Grand Blvd.
Oklahoma City, Oklahoma 73118
Attn: Timothy Sterling, Assistant General Counsel
Telephone: 405-767-7301
Facsimile: 405-767-7311
E-Mail: timothy.sterling@midfirst.com

And to: Charles J. Riekema, PLC
310 East Thomas Road
Phoenix, Arizona 85012
Attention: Charles J. Riekema
Telephone: 602-297-3000
Facsimile: 480-247-5482
E-mail: criekema@cjrazlaw.com

Buyer: City of Peoria, an Arizona municipal corporation
Engineering Department
9875 North 85th Avenue
Peoria, Arizona 85345
Attn: Kristine Luna, Real Property Administrator
Telephone: 623.773.7212
Facsimile: 623.773.7211
E-Mail: kris.luna@peoriaaz.gov

Escrow Agent: First American Title Insurance Company
National Commercial Services
The Esplanade Commercial Center
2425 East Camelback Road, Suite 300
Phoenix, Arizona 85016
Attention: Ms. Carol Peterson
Telephone: 602-567-8100
Facsimile: 602-567-8101

E-Mail: cpeterson@firstam.com

Escrow: Escrow No. _____

Real Property: The property that is legally described on the attached **Exhibit "A"**.

**ARTICLE I
AGREEMENT AND DEFINITIONS**

Section 1.01. Agreement, Conditional Offer and Seller Continuation of Marketing. Upon the Opening of Escrow, this Sale Agreement and Escrow Instructions will constitute a binding agreement (“**Contract**”) for the sale and purchase of the unimproved Real Property located at the southeast corner of 83rd Avenue and Village Parkway, Peoria, Arizona and legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference. The Buyer acknowledges and agrees that until such time as the Opening of Escrow has occurred and the Seller Opening Conditions have been satisfied, the Seller, in Seller’s sole and absolute discretion, may, (a) market the Property for sale to third parties, and (b) accept offers and purchase contracts to sell the Property from third parties, all on such terms and conditions as may be acceptable to the Seller in its sole and absolute discretion and which offers shall be superior and prior to the offer contained in this Contract.

Section 1.02. Sale Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s interest in the Property upon the terms and conditions of this Contract. The term “**Property**” means the Real Property.

Section 1.03. Definitions. Capitalized terms used in this Contract, including the terms listed on the cover page of this Contract, will have the meanings ascribed in this Contract. The Defined Terms and their location in this Contract are as follows:

<u>Defined Term:</u>	<u>Defined at:</u>
<u>Affiliated Entity</u>	<u>Section 6.07</u>
<u>Business Day</u>	<u>Section 6.10</u>
<u>Buyer</u>	<u>Introduction</u>
<u>Closing Funds</u>	<u>Section 2.01(a)</u>
<u>Closing Costs</u>	<u>Section 2.06</u>
<u>Closing Date</u>	<u>Section 2.05</u>
<u>Close of Escrow</u>	<u>Section 2.05</u>
<u>Contract Date</u>	<u>Introduction</u>
<u>Deed</u>	<u>Section 4.01</u>
<u>Escrow</u>	<u>Introduction</u>

<u>Escrow Agent</u>	<u>Introduction; Section 6.12</u>
<u>Good Funds</u>	<u>Section 2.02</u>
<u>Liquidated Damage Amount</u>	<u>Section 2.02(b)(ii)</u>
<u>Opening of Escrow</u>	<u>Section 2.04</u>
<u>Operating Expenses</u>	<u>Section 2.07(b)</u>
<u>Permitted Title Exceptions</u>	<u>Section 3.02</u>
<u>Price</u>	<u>Section 2.01</u>
<u>Property</u>	<u>Section 1.02</u>
<u>Real Property</u>	<u>Introduction; Exhibit "A"</u>
<u>Released Parties</u>	<u>Section 4.04</u>
<u>Releasing Parties</u>	<u>Section 4.04</u>
<u>Seller</u>	<u>Introduction</u>
<u>Seller's Broker</u>	<u>Section 2.03</u>
<u>Seller Closing Documents</u>	<u>Section 5.01</u>
<u>Seller Opening Conditions</u>	<u>Section 2.04</u>
<u>Title Policy</u>	<u>Section 5.03</u>

Section 1.04. Escrow Instructions and Settlement Statement. This Contract will constitute the sole escrow instructions of Buyer and Seller to the Escrow Agent, and the standard form escrow instructions of Escrow Agent will not be used for this Escrow. On or before January 15, 2015, Escrow Agent shall provide Buyer and Seller with a settlement statement reflecting the Buyer and Seller's share of Closing Costs and expenses (as described in Section 2.06 hereof) and the cost of any title coverage or endorsements to be paid for by Buyer in excess of cost of the Title Policy (the "**Settlement Statement**"), for approval by both Buyer and Seller, which Settlement Statement shall set forth the Closing Funds to be paid by Buyer to Escrow Agent under the provisions of Section 2.01 (a). The Settlement Statement shall assume, for purposes of the initial preparation of the Settlement Statement only, a Closing Date of February 9, 2015. Buyer and Seller acknowledge and agree that the Settlement Statement prepared by the Escrow Agent under this Section 1.04 shall be preliminary in nature and that the final settlement statement, setting forth the allocation of Closing Costs and expenses shall be delivered at the Closing.

ARTICLE II PRICE, ESCROW, AND PRORATIONS

Section 2.01. Purchase Price. The total purchase price for the Property is TWO HUNDRED TWENTY FIVE THOUSAND and No/100th Dollars (\$225,000.00) (the "**Price**"). The Price will be paid by Buyer to Seller as follows:

(a) On or before 5:00 p.m (Phoenix, Arizona time) January 30, 2015, Buyer will deposit in Good Funds with Escrow Agent an amount equal to (i) the Price, and (ii) the other amounts described in the Settlement Statement reflecting the Buyer's share of Closing Costs and expenses (as described in Section 2.06 hereof) and the cost of any title coverage or endorsements to be paid for by Buyer in excess of cost of the Title Policy (the "**Closing Funds**"); and

Section 2.02. Buyer's Funds.

(a) The funds paid by Buyer under Section 2.01 (a) hereof will be held by Escrow Agent in a fully federally insured or federally backed investment approved by Buyer and Seller. All deposits and other payments required of Buyer under this Contract must be made in Good Funds. The term "**Good Funds**" means confirmed wire transfer of immediately available U.S. funds. The portion of the Closing Funds defined as the "Liquidated Damage Amount" in Section 2.02 (b)(ii) shall be fully earned by the Seller and non-refundable to Buyer, except as otherwise provided in Section 2.02 (b) below.

(b) The Closing Funds will be paid or applied by Escrow Agent as follows:

(i) The Escrow Agent may return the Closing Funds to the Buyer only if Buyer properly and timely cancels this Contract as a result of the failure of the Seller to purchase the Title Policy under the provisions of Section 5.03 hereof.

(ii) To the extent the transaction contemplated hereby fails to close for any reason on or before 5:00 p.m. (Phoenix, Arizona time) on the Closing Date other than as provided in Section 2.02 (b)(i) hereof, TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) of the Closing Funds (the "**Liquidated Damage Amount**") shall immediately be released to and delivered to the Seller in accordance with the provisions of Section 6.02 hereof as liquidated damages without any further action, notice, approval or interference of the Buyer and the remaining portion of the Closing Funds shall be released to the Buyer. The Buyer and Escrow Agent acknowledge and agree that (X) Buyer shall not provide instructions of any type or nature to the Escrow Agent regarding the release of the Liquidated Damage Amount to the Seller, and (Y) if the Buyer provides instructions of any type or nature to the Escrow Agent regarding the release of the Liquidated Damage Amount to the Seller, the Escrow Agent is obligated to immediately release the Liquidated Damage Amount to the Seller free of any right, title or interest of the Buyer therein;

(iii) If this Escrow closes on or before the Closing Date, the Closing Funds will be applied by Escrow Agent for the benefit of Buyer to the Price and Buyer's share of any closing costs and prorations.

Section 2.03. Real Estate Broker Commissions. Buyer and Seller represent to each other that neither has dealt with any broker or any other person other than Wolf Realty ("**Seller's Broker**") concerning this purchase and sale of the Property in a manner that would give rise to a claim for the payment of a fee or commission. Each party agrees, on demand, to indemnify, defend, and hold harmless the other party for, from, and against any claim, damage, loss, liability, or expense, (including attorney fees in a reasonable amount) arising out of any act or omission of the party or its representatives that forms the basis for any claim for commissions, fees, or any similar charge. As used in this Contract, the term "broker" means any real estate broker, salesperson, agent, finder, or any other person entitled to a real estate commission, fee, or any similar charge. In the event the transaction contemplated by this Contract closes in accordance with its terms Seller shall be responsible for the payment of a real estate

commission to Seller's Broker pursuant to a separate agreement between Seller's Broker and Seller at the Closing through the Escrow Agent.

Section 2.04. Opening of Escrow and Seller Opening Conditions. The date of the Opening of Escrow ("**Opening of Escrow**") will be the date on which the last of the following has occurred: (i) Escrow Agent has received this Contract executed by Buyer and Seller; (ii) Escrow Agent has received the Closing Funds in accordance with the provisions of Section 2.01 (a) hereof; and (iii) Escrow Agent has accepted this Contract as its escrow instructions by executing this Contract on the signature page. Escrow Agent is instructed to insert the date of opening in the signature portion of this Contract. Notwithstanding the foregoing, to the extent the Seller has not executed an agreement to sell the Property to a third party prior to the Buyer satisfying the Seller Opening Conditions, the Buyer acknowledges and agrees that (A) on or before 5:00 p.m. (Phoenix, Arizona time) January 30, 2015, Buyer shall execute the Contract and deliver the same to Escrow Agent, and (B) on or before 5:00 p.m. (Phoenix, Arizona time) January 30, 2015 deposit with the Escrow Agent the Closing Funds in accordance with the provisions of Section 2.01 (a) hereof (collectively, the "**Seller Opening Conditions**"). Buyer acknowledges and agrees that in the event that (a) Seller has executed an agreement to sell the Property to a third party prior to the Buyer's satisfaction of the Seller Opening Conditions, or (b) Buyer has not satisfied the Seller Opening Conditions in accordance with the previous sentence, the offer contained in this Contract shall be null and void and Seller shall have no obligation to sell the Property to Buyer.

Section 2.05. Closing. The completion of the purchase and sale transaction described in this Contract ("**Close of Escrow**") will occur on or before 5:00 p.m. (Phoenix, Arizona time) on or before that date which is ten (10) calendar days following the Opening Escrow ("**Closing Date**").

Section 2.06. Closing Costs. The following closing costs shall be paid by Seller and Buyer at Close of Escrow:

(a) Buyer will pay one-half of any escrow fee charged by Escrow Agent. Seller will pay one-half of any escrow fee charged by Escrow Agent. Buyer will pay all costs incurred in connection with its investigation of the Property and its suitability for Buyer. Other costs will be paid by Seller or Buyer, as applicable, as specified by other provisions of this Contract or, if no provision is made in this Contract, in accordance with local custom.

(b) Seller shall be solely responsible for the payment of all recording fees and charges related to the Deed and all transfer, personal property and other taxes and fees associated with the sale of the Property. Buyer shall be responsible for all recording fees and charges related to any financing obtained by the Buyer for the purchase of the Property.

(c) Real property taxes will be prorated between Seller and Buyer as of the Close of Escrow, based upon the actual amount of taxes that are attributable to the Property for the year in which the closing occurs (even if payable, in whole or in part, in the following year) and, if the actual amount is not available, the real property taxes shall be based upon real property taxes for last year. Seller will be responsible for the payment of all real property taxes that are attributable to the period of time prior to the Close of Escrow, and Buyer will be responsible for the payment of all real property taxes that are attributable to the period of time on and after the Close of Escrow.

Section 2.07. Closing Adjustments and Prorations. The following items shall be adjusted or prorated in Escrow as follows between Seller and Buyer as of the Close of Escrow based on a twelve (12) month year of thirty (30) calendar days each, as of midnight of the day preceding the Closing:

(a) Any deposits or bonds posted by Seller for utility services to the Property shall be returned to Seller, or if Seller permits any deposits to be transferred to Buyer, Seller shall receive a credit in the amount of the deposit and Buyer shall be debited for the amount of the deposit.

(b) All Operating Expenses for the Property during the period of time prior to the Close of Escrow will be paid by Seller. Buyer shall be responsible for all Operating Expenses for the Property incurred on and after the Closing Date. As used herein the term “**Operating Expenses**” shall mean costs of utilities such as water, electricity, sewer, and other vendor services, if any, charged in connection with the use and operation of the Property.

ARTICLE III

WAIVER OF ALL CONTINGENCIES AND PERMITTED TITLE EXCEPTIONS

Section 3.01. Waiver of All Contingencies. By the execution hereof, Buyer acknowledges and agrees that (i) prior to the Opening of Escrow, Buyer has inspected the Property and has approved the Property and its condition, as more fully described in Article IV hereof, and (ii) Buyer has no right to terminate this Contract unless Seller fails to satisfy the condition described in Section 2.02 (b)(i) hereof.

Section 3.02. Title. By the execution hereof, Buyer acknowledges and agrees that (i) prior to the Opening of Escrow, Buyer has reviewed a commitment for title insurance relating to the Property, together with copies of all documents or exceptions referred to therein (the title commitment and documents are collectively referred to as the “Title Report”), (ii) Buyer waives its objections to any matters described or contained in the Title Report, and (iii) Buyer shall take title to the Property subject to (A) Escrow Agent’s standard conditions and stipulations of the policy, and (B) all such matters reflected in the Title Report that are described on **Exhibit “B”** attached hereto and incorporated herein by this reference (collectively, the “**Permitted Title Exceptions**”).

ARTICLE IV

DEED, DISCLAIMER OF REPRESENTATIONS, AND AS-IS SALE

Section 4.01. Transfer of Property. At the Close of Escrow, the Seller will convey the fee simple title to the Real Property to the Buyer subject to the Permitted Title Exceptions by a Special Warranty Deed (“**Deed**”) in the form attached as **Exhibit “C”**.

Section 4.02. Seller Disclaimers. BUYER ACKNOWLEDGES THAT THE SELLER OBTAINED TITLE TO THE PROPERTY PURSUANT TO A U.S. BANKRUPTCY CODE SECTION 363 SALE AND THAT THE SELLER HAS NOT OCCUPIED THE PROPERTY, OR ANY PORTION THEREOF. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY AND ANY ENCROACHMENTS OF ANY TYPE OR NATURE ONTO THE PROPERTY OR ANY ENCROACHMENTS OF ANY TYPE OR NATURE BY THE PROPERTY ONTO THE SURROUNDING PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANYONE ELSE MAY CONDUCT THEREIN; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY

LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OF MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (F) WATER RIGHTS ASSOCIATED WITH OR USED ON OR ABOUT THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR, OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER SHALL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO THE OPENING OF ESCROW, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY, WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON EXCEPT AS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL BE DEEMED TO SURVIVE THE CLOSING.

Section 4.03. As-Is, Where-is, With All Faults Sale. BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT PRIOR TO THE OPENING OF ESCROW THE BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE BUYER IN ORDER TO ENABLE THE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE SELLER OBTAINED TITLE TO THE PROPERTY PURSUANT TO A U.S. BANKRUPTCY CODE SECTION 363 SALE AND THAT THE SELLER HAS NOT OCCUPIED THE PROPERTY, OR ANY PORTION THEREOF. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF COMMERCIAL PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER HAS CONDUCTED OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER FURTHER ACKNOWLEDGES AND AGREES

THAT BUYER IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY PROVIDED IN THE DEED. BUYER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY SELLER, EXCEPT WITH RESPECT TO THE WARRANTY OF TITLE EXPRESSLY PROVIDED IN THE DEED. BUYER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

WITHOUT LIMITING THE GENERAL PROVISIONS HEREINABOVE, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO: (a) MATTERS OF TITLE, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN THE DEED, (b) ZONING, (c) TAX CONSEQUENCES, (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (e) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (f) OPERATING HISTORY OR PROJECTIONS. (g) VALUATION, (h) GOVERNMENTAL APPROVALS, (i) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF THE STATE OF ARIZONA, THE FEDERAL GOVERNMENT, THE CITY OR COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION.

Section 4.04. Release and Waiver of Claims. Effective as of the Closing Date, Buyer, on behalf of itself, its officers, directors (if applicable), and its and their respective successors (“**Releasing Parties**”), shall, and by the execution of this Contract, hereby does, forever release Seller and Seller’s subsidiary and affiliated corporations and related corporate divisions, and all present and former officers, directors, agents and employees, and its and their respective heirs, personal representatives, successors and assigns (“**Released Parties**”), of and from any and all losses, liabilities, damages, claims, demands, causes of action, costs and expenses, whether known or unknown, arising out of or in any way connected with the Property, including, without limitation, the condition of title to the Property (excepting any warranties of title contained in the Deed delivered by Seller at Closing) and the environmental and structural condition of the Property. The Releasing Parties shall, upon the Closing, and, by execution of this Contract, hereby does, forever release the Released Parties of and from any environmental claims and causes of action existing now or hereafter created or enacted, whether at common law or by federal, state, county, or municipal law or ordinance. The Releasing Parties agree never to commence, aid in any way, or prosecute against the Released Parties, any action or other proceeding based upon any losses, liabilities, damages, claims, demands, causes of action, costs or expenses, covered herein. The Releasing Parties expressly waive any right or benefits available to it with respect to the foregoing Release under any provision of applicable law which generally provides that a general release does not extend to claims

which the releasing party does not know or suspect to exist in their favor at the time the release is given, which, if known to such releasing party, would materially affect a settlement. Buyer, on behalf of the Releasing Parties, by the execution of this Contract, acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 4.04.

ARTICLE V CLOSING DOCUMENTS

Section 5.01. Seller's Closing Documents and Items. On or before the Close of Escrow the Seller will execute and deliver to Escrow Agent the following documents and items which are to be released for recordation or delivery to the Buyer only upon the Buyer's delivery of the Closing Funds and in accordance with the provisions of Section 2.01 hereof (the "**Seller Closing Documents**"):

- (a) The Deed;
- (b) A Non-Foreign Affidavit; and
- (c) Any other documents that may be necessary or appropriate to perform and satisfy the obligations of Seller under this Contract.

Section 5.02. Buyer's Closing Documents.

(a) Buyer's Closing Documents. On or before the Close of Escrow, Buyer will execute and deliver to Escrow Agent any other documents that may be necessary or appropriate to perform and satisfy the obligations of Buyer under this Contract.

Section 5.03. Title Policy. Concurrent with the Close of Escrow, Escrow Agent will be irrevocably committed to issue to Buyer a commitment to issue Escrow Agent's standard coverage owner's policy of title insurance ("**Title Policy**") in the amount of the Price, subject only to Escrow Agent's standard conditions and stipulations of the policy and the Permitted Title Exceptions described on **Exhibit "B"**. Seller will pay the cost of the Title Policy. If Buyer requires any different or additional title insurance coverage, Buyer will pay for the different or additional title insurance coverage (which exceeds the cost payable by Seller under this Section 5.03); however, the availability of the different or additional coverage will not be a condition to the sale or a condition to Buyer's obligation to close. The cost of all endorsements will be paid by Buyer.

Section 5.04. Closing. On the Closing Date, provided the Buyer delivers the Closing Funds to Escrow Agent in accordance with the provisions of Section 2.01 hereof, together with any other amounts that may be determined to be due and owing under the final approved settlement statement, Escrow Agent is authorized to complete the Close of Escrow by:

- (a) Recording and delivering to Buyer the Deed;
- (b) Causing Escrow Agent to issue the Title Policy to Buyer;
- (c) Delivering to Buyer and Seller a final closing settlement statement in a form and content approved by Buyer and Seller;

(d) Paying from the Closing Funds and such other amounts as Buyer may be obligated to pay pursuant to the final approved settlement statement as the Buyer's share of closing costs and expenses (as allocated and prorated in this Contract);

(e) Delivering to Seller, in immediately available funds, the Price, less only Seller's closing costs and expenses (as allocated and prorated in this Contract); and

(f) Delivering to Seller and Buyer fully executed originals (where applicable) or copies of the closing documents.

ARTICLE VI GENERAL PROVISIONS

Section 6.01. Cancellation and Effect of Cancellation. To the extent Escrow is opened in accordance with this Contract, the Buyer may cancel this Contract only in the event the Seller fails to perform the specific act described in Section 2.02 (b)(i) and for no other reason whatsoever; in which case, if Buyer timely and properly delivers notice of its election to cancel the Contract for the specific reasons described in this sentence, the termination shall be immediate, Escrow Agent shall promptly return the Closing Funds to Buyer, and, other than as set forth to the contrary in this Contract, neither party will have any further rights or obligations under this Contract. The Seller may cancel this Contract if the Buyer fails to deliver the Closing Funds to the Escrow Agent under the provisions of Section 2.01 hereof, in which event, this Contract shall be of no further force and effect.

Section 6.02. Default of Buyer. If Buyer breaches this Contract, Seller will be entitled to deliver a notice of immediate cancellation to Buyer and Escrow Agent and retain the Liquidated Damage Amount as full, liquidated, and agreed-upon damages. With the fluctuation in land values, the unpredictable state of the economy, the fluctuating money market for real estate loans, and other factors that affect the marketability of the Property, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the actual damages that Seller may suffer in the event of a default by Buyer. This remedy provision has been agreed-upon after specific negotiation, keeping in mind the difficulties in estimating actual damages. Buyer and Seller agree that the Liquidated Damage Amount represents a reasonable estimate of the total damages of the Seller. Notwithstanding anything to the contrary in this Contract and, specifically, this Section 6.02, the indemnity obligations of the Buyer under Section 2.03, 6.15 and 7.01 of this Contract are separate and distinct obligations of the Buyer that are not subject to the liquidated damage provisions contained in this Section 6.02.

Section 6.03. Default by Seller. The Buyer agrees that the Seller can only be in default under this Contract if the Seller fails to perform the specific act described in Section 2.02(b)(i) and that the Seller has no other obligations to perform under this Contract. If Seller breaches its sole obligations under this Contract by failing to perform the specific act described in Section 2.02(b)(i), Buyer, as Buyer's sole and exclusive remedy, may elect to: (i) cancel this Contract and the Escrow and receive a refund of the Closing Funds paid to Escrow Agent; (ii) enforce specific performance of this Contract without any right whatsoever against Seller to any offset or credit against the Price or to any other equitable or legal remedies or monetary damages; or (iii) Buyer may waive the breach or default and elect to close the transaction with the Property as is without any adjustment to the Price and without any right or claim to damages. Buyer's cancellation notice under subsection (i) above will be deemed effective immediately upon delivery of written notice of the cancellation to Seller and Escrow Agent. If Buyer fails to file suit for its remedy of specific performance within thirty (30) days following the scheduled Closing Date, Buyer will be deemed to have waived its specific performance remedy. Buyer specifically acknowledges that its sole and absolute remedy in the event of a breach of the Contract shall be for specific performance and the Buyer waives all rights to claim, seek or recover damages of any type or

nature against the Seller. The remedies available to Buyer under this Section 6.03 shall apply only in the event of a breach or default or event that is not otherwise dealt with under the terms of this Contract.

Section 6.04. Attorney's Fees. If any action is brought by either Buyer or Seller regarding its rights under this Contract, the prevailing party in any such action shall be entitled to recover all reasonable attorneys', expert and witness fees and other reasonable taxable and non-taxable costs and expenses incurred in connection with any litigation, arbitration or similar proceeding between the parties arising out of a dispute related to this Contract, the Property or the transactions contemplated by this Contract.

Section 6.05. Jury Waiver. Buyer and Seller each waives right to a jury in any litigation in connection with this Contract or the Property, or the transactions contemplated by this Contract. Buyer and Seller each acknowledge that this waiver has been freely given after consultation by it with competent counsel.

Section 6.06. Notices. All notices, requests, demand, and other communications required or permitted under this Contract must be in writing and will be deemed to have been delivered, received, and effective: (i) on the date of service, if served by hand-delivery or by facsimile telecopy on the party to whom notice is to be given (the transmittal confirmation receipt produced by the telecopy machine of the sending party shall be prima facie evidence of receipt of notice by facsimile); or (ii) on the date of the receipt of the notice properly addressed to the party at the address shown on the cover page to this Contract, if sent by national overnight delivery (the confirmation receipt provided by the national overnight delivery company shall be prima facie evidence of receipt of notice sent by overnight delivery). The addresses, telephone numbers, and telecopy numbers shown on the first page of this Contract are the places and numbers for delivery of all notices. Any party may change the place or number for delivery of notice by notifying all other parties.

Section 6.07. Nomination and Assignment. Buyer may assign its rights under this Contract to an Affiliated Entity by providing notice of such assignment to Seller and to Escrow Agent at least two (2) Business Days prior to the effective date of such assignment. Except for permitted assignment to an Affiliated Entity as described in the preceding sentence, Buyer may not assign or otherwise transfer any of its rights under this Contract without the prior written consent of Seller, whose consent may be given or withheld in Seller's sole and absolute discretion. This prohibition against an assignment or transfer by Buyer also will prevent Buyer from entering into any "flip" sales contract or similar contract that is conditioned upon the simultaneous or concurrent closing of the Escrow. The term "**Affiliated Entity**" means any entity that is owned entirely by Buyer. Any assignee of Buyer, by accepting an assignment, will be deemed to have assumed all of the obligations of Buyer under this Contract, but the original Buyer will remain liable for all of its acts and omissions prior to the assignment (but not after). Subject to the limitation contained above in this paragraph, this Contract is binding on and will inure to the benefit of the successors or assigns of Buyer and Seller. No person other than Buyer, Seller, and Escrow Agent is a party to this Contract, and no person will be deemed or is intended to be a third-party beneficiary to this Contract.

Section 6.08. Governing Law and Exclusive Jurisdiction. This Contract is to be governed by and construed and enforced in accordance with the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Contract must be commenced and maintained in the Superior Court of the State of Arizona, Maricopa County, or in the United States District Court for the District of Arizona. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 6.09. Construction. The terms and provisions of this Contract represent the results of negotiations between Seller and Buyer, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and Seller and Buyer each waive the application of any rule of law which states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 6.10. Time. Time is of the essence of this Contract. Except as otherwise specifically provided for herein, the time for the performance of any obligation or the taking of any action under this Contract will be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period established in this Contract. In calculating any time period in this Contract that commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event (e.g., the Opening of Escrow), the date that the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following. The term “**Business Day**” means all calendar days except Saturdays, Sundays and holidays recognized by the government of the State of Arizona or by the federal government of the United States of America. If the time for the performance of any obligation or taking any action under this Contract occurs on a day that is not a Business Day then the time for performance shall occur on the next occurring Business Day.

Section 6.11. Entire Agreement. This Contract constitutes the entire understanding between the parties pertaining to the subject matter of this Contract, and all prior agreements, representations, and understandings of the parties, whether oral or written, are superseded and merged in this Contract. No supplement, modification, or amendment of this Contract will be binding unless in writing and executed by the parties. No waiver of any of the provisions of this Contract will be deemed or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Time is of the essence in the performance of each and every term of this Contract.

Section 6.12. Miscellaneous Definitions and Standards. Whenever the terms “sole discretion,” “sole and absolute discretion,” or “sole option” are used, these terms will mean that the act or decision of the party may be made in the party’s independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party’s “sole discretion” etc., all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term “will” or “shall” denotes a mandatory obligation, and the term “may” is a permissive word denoting an option. All references in this Contract to the “Escrow Agent” will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 6.13. Counterparts. This Contract may be executed in any number of counterparts, whether by original, copy, or telecopy signature, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument.

Section 6.14. Severability. If any one or more of the provisions of this Contract or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable in a manner consistent with the intent of this Contract, and the validity and enforceability of all other provisions of this Contract and all other applications of the enforceable provisions will not be affected by the invalidity or unenforceability of any provision, so long as the Contract may still be enforced in a manner consistent with the intent of Buyer and Seller.

Section 6.15. Confidentiality. Without the prior written approval of Buyer and Seller, neither Seller, Buyer, nor Escrow Agent will make, authorize, or confirm any public announcement of this transaction or discuss this transaction or otherwise disclose any portion of the Due Diligence Documents, (including all operating information) or results of environmental reports and assessments performed by Buyer, except as required by law or, as for Buyer, with those persons directly involved in the transaction including attorneys, advisors, investors, consultants, accountants, and prospective lenders, without the prior written or oral consent of Seller. Buyer's obligations under the foregoing provisions as they pertain to the Due Diligence Documents or results of reports and inspections regarding the Property shall survive in the event this Contract is terminated. Buyer and Seller each agrees to indemnify, defend, and hold the other harmless for, from, and against any and all loss, cost, damage, claim, liability, a response, including court costs and attorney fees in a reasonable amount, arising out of the indemnitor's unauthorized disclosure or use of the information or materials described in this Section 6.15.

Section 6.16. Continuation of Marketing and Back Up Offers. Buyer acknowledges that until such time as transaction contemplated by this Contract has closed, the Seller, in Seller's sole and absolute discretion, may (a) market the Property for sale to third parties, and (b) accept "back up" offers and purchase contracts to sell the Property from third parties, all on such terms and conditions as may be acceptable to the Seller in its sole and absolute discretion. Notwithstanding the foregoing provisions of this Section 6.16, Buyer acknowledges and agrees that as more fully set forth in Section 2.04 hereof, in the event that (a) Seller has executed an agreement to sell the Property to a third party prior to the Buyer's satisfaction of the Seller Opening Conditions, or (b) Buyer has not satisfied the Seller Opening Conditions described in Section 2.04, the offer contained in this Contract shall be null and void and Seller shall have no obligation to sell the Property to Buyer

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 7.01. Indemnity for Entry. Buyer hereby indemnifies, defends, and holds harmless Seller for, from, and against any and all loss, cost, damage, claim, liability, or expense, including court costs and attorney fees in a reasonable amount, which may be asserted or alleged in connection with or arising out of Buyer's or its agent's or its independent contractor's entry on the Property for the purposes of its inspections and tests. The foregoing indemnity includes any repairs necessary to restore the Property to its condition prior to the entry and to remove and release any mechanic's and materialman's liens.

Section 7.02. Survival of Indemnities. Notwithstanding anything to the contrary in this Contract, the indemnities described in this Contract (including, without limitation, those in Sections 2.03, 6.15, and 7.01) will survive the Close of Escrow and any cancellation of this Contract by either party. The indemnities described in this Contract are intended to be separate and distinct obligations of the respective parties, enforceable against each respective party without limitation by any liquidated damage provision or contract damage theory.

Section 7.03. Required Insurance. Buyer will cause any person other than Buyer actually performing any investigations or tests on the Property to secure and maintain, at Buyer's or the performing party's sole cost and at all times from entry on the Property until the Closing Date, the following policies of insurance, that must include coverage for the activities of Buyer or its agents on the Property: (i) comprehensive general public liability and property damage insurance, including direct contractual and contingent liability, with limits of \$1,000,000 for personal injury to, or death of, any one person, \$2,000,000 for personal injury to, or death of, more than one person on an occurrence basis, \$1,000,000 for property damage in any one accident, and \$1,000,000 policy limit for aggregate operations on an occurrence basis; (ii) comprehensive automobile liability insurance with limits of \$1,000,000 for

personal injury to, or death of, any one person, and \$2,000,000 for personal injury to, or death of, more than one person in any one accident; and (iii) workers' compensation and employer's liability insurance in accordance with the provisions of Arizona law. The policies of insurance described in clauses (i) and (ii) above will each name Seller as additional insureds and will contain a provision that the policy may not be terminated for the nonpayment of a premium until at least thirty (30) calendar days written notice of the proposed termination has been delivered to Seller. Certificates of insurance evidencing the insurance policies must be delivered by Buyer to Seller before entry onto the Property.

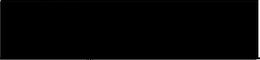
Executed as of the Contract Date.

SELLER:

BUYER:

MIDFIRST BANK, a federally chartered savings association

CITY OF PEORIA, an Arizona municipal corporation

By:  Chris Burson, First Vice President

By: _____
Its: _____

Attest:

Approved as to Form:

City Attorney

ESCROW AGENT'S ACCEPTANCE

By its execution below, Escrow Agent accepts this Contract as its escrow instructions and acknowledges receipt of the Contract executed by Buyer and Seller and Buyer's Closing Funds. Upon its execution, Escrow Agent agrees to: (i) insert the relevant escrow number on the first page of this Contract; (ii) insert the date of the Opening of Escrow below; (iii) return one fully executed counterpart of the Contract to Buyer and Seller and retain one for Escrow Agent's files, (iv) issue at the Closing a Title Policy to the Buyer pursuant to Section 5.03 hereof. Further, by its execution below, the Escrow Agent acknowledges and accepts its obligations with regard to the Closing Funds as described in Section 2.02 of the Contract.

First American Title Insurance Company

By _____
Name _____
Title _____

Date of "Opening of Escrow": January _____, 2015

List of Exhibits

- Exhibit "A" - Legal Description of Property
- Exhibit "B" - Permitted Title Exceptions
- Exhibit "C" - Special Warranty Deed

**EXHIBIT "A" TO
SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(Legal Description of the Real Property)

That certain real property located in Maricopa County, Arizona and legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST, RUNNING THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS EAST 584.03 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26, RUNNING THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST 538.84 FEET ALONG A LINE PARALLEL TO AND 2043.22 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 02 DEGREES 51 MINUTES 42 SECONDS EAST 581.60 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE WEST 573.30 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26 TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING WEST OF THE WEST BANK OF THE NEW RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, FROM WHICH THE WEST QUARTER CORNER BEARS NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 2627.95 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 26, A DISTANCE OF 113.74 FEET TO A POINT;

THENCE ALONG THE ARC OF A 1105.92 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 35.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 23 SECONDS AND A LONG CHORD WHICH BEARS NORTH 20 DEGREES 39 MINUTES 49 SECONDS WEST A DISTANCE OF 35.19 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 83RD AVENUE, AS DESCRIBED IN DOCKET 2665, PAGE 238, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1105.92 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 370.95 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 13 MINUTES 07 SECONDS AND A LONG CHORD WHICH BEARS NORTH 10 DEGREES 08 MINUTES 33 SECONDS WEST A DISTANCE OF 369.22 FEET, TO A POINT;

THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF 40.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SECTION 26, A DISTANCE OF 2048.94 FEET TO A 1/2 INCH REBAR, BEING 181.94 FEET SOUTHERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST PARALLEL TO AND 181.94 FEET SOUTHERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF

134.79 FEET TO A 1/2 INCH REBAR;

THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 30.00 FEET TO A 1/2 INCH REBAR;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST PARALLEL TO A 151.94 FEET SOUTHERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 126.00 FEET TO A 1/2 INCH REBAR;

THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 151.93 FEET TO A 1/2 INCH REBAR ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 270.46 FEET TO A 1/2 INCH REBAR;

THENCE SOUTH 02 DEGREES 51 MINUTES 19 SECONDS WEST, A DISTANCE OF 584.53 FEET (SOUTH 02 DEGREES 51 MINUTES 42 SECONDS WEST, 582.68 FEET, RECORDS) TO A 1/2 INCH REBAR;

THENCE SOUTH 06 DEGREES 57 MINUTES 26 SECONDS WEST A DISTANCE OF 199.64 FEET (SOUTH 06 DEGREES 58 MINUTES 56 SECONDS WEST 199.62 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 09 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 201.30 FEET (SOUTH 10 DEGREES 00 MINUTES 58 SECONDS WEST 201.27 FEET RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 06 DEGREES 21 MINUTES 55 SECONDS WEST A DISTANCE OF 200.74 FEET (SOUTH 06 DEGREES 20 MINUTES 06 SECONDS WEST 200.35 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 09 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 197.20 FEET (SOUTH 08 DEGREES 56 MINUTES 24 SECONDS WEST 197.58 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 09 DEGREES 58 MINUTES 54 SECONDS WEST A DISTANCE OF 203.52 FEET (SOUTH 10 DEGREES 04 MINUTES 15 SECONDS WEST 203.34 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 06 DEGREES 00 MINUTES 54 SECONDS WEST A DISTANCE OF 198.30 FEET (SOUTH 06 DEGREES 04 MINUTES 16 SECONDS WEST 198.24 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 05 DEGREES 36 MINUTES 20 SECONDS WEST A DISTANCE OF 199.13 FEET (SOUTH 05 DEGREES 34 MINUTES 29 SECONDS WEST 199.06 FEET RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 05 DEGREES 28 MINUTES 13 SECONDS WEST A DISTANCE OF 199.89 FEET (SOUTH 05 DEGREES 24 MINUTES 06 SECONDS WEST 200.00 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 13 DEGREES 45 MINUTES 14 SECONDS WEST A DISTANCE OF 212.22 FEET (SOUTH 13 DEGREES 48 MINUTES 18 SECONDS WEST 212.44 FEET, RECORD) TO A 1/2 INCH REBAR;

THENCE SOUTH 16 DEGREES 42 MINUTES 19 SECONDS WEST (SOUTH 16 DEGREES 37 MINUTES 30 SECONDS WEST RECORD) A DISTANCE OF 228.06 FEET TO A 1/2 INCH REBAR ON THE NORTHERLY RIGHT OF WAY LINE OF UNION HILLS DRIVE, AS SET FORTH IN BOOK 510 OF DEEDS, PAGE 295, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 39 MINUTES 05 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, PARALLEL TO AND 33.00 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 26, A DISTANCE OF 95.60 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST ALONG THE EAST-WEST MID-SECTION LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST, 42.00 FEET;

THENCE SOUTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, 181.95 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS WEST, 42.00 FEET;

THENCE NORTH 00 DEGREES 32 MINUTES 02 SECONDS WEST, 181.95 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THE WEST 33.00 FEET THEREOF.

**EXHIBIT "B" TO
SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(Permitted Title Exceptions)

1. Second installment of 2014 taxes, a lien, payable on or before March 1, 2015, and delinquent May 1, 2015.
2. Any charge upon said land by reason of its inclusion in McMicken Irrigation District. (All assessments due and payable are paid.)
3. This item has been intentionally deleted.
4. The terms and provisions contained in the document entitled "Agreement Regarding Acceptance of Land Use Conditions and Waiver of Rights and Remedies under Proposition 207" recorded June 18, 2007 as 2007-697275 of Official Records.
5. This item has been intentionally deleted.
6. This item has been intentionally deleted.
7. Water rights, claims or title to water, whether or not shown by the public records.

**EXHIBIT "C" TO
SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(Deed)

WHEN RECORDED RETURN TO:

City of Peoria

Attention: _____

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, MIDFIRST BANK, a federally chartered savings association ("**Grantor**"), conveys to the CITY OF PEORIA, an Arizona municipal corporation ("**Grantee**"), the following real property situated in Maricopa County, Arizona, together with all appurtenant interests, benefits, rights, and privileges and any improvements located thereon (collectively, the "**Property**") legally described on Exhibit "A" attached hereto and incorporated herein by this reference,

See Attached Exhibit "A"

Subject to all current taxes and assessments, all matters of record, and all matters that would be revealed by an accurate ALTA Survey or physical inspection of the Property, Grantor agrees to warrant and defend Grantee's title to the Property against the acts of Grantor, but none other.

DATED as of this ___ day of _____, 2015.

MidFirst Bank, a federally chartered savings association

Chris Burson, First Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by Chris Burson, a First Vice President of MidFirst Bank, a federally chartered savings association, for the purposes therein contained.

Notary Public

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: December 15, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

FROM: Bobby Ruiz, Fire Chief

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Fire Department Name Change – Ordinance No. 2015-01

Purpose:

To gain authority to change the name of the Peoria Fire Department to the Peoria Fire-Medical Department. The name change will more accurately reflect what the Fire Department and its operations employees are doing more predominantly on a daily basis. We are additionally requesting to change the code to formally recognize Medical Services as one of the five major divisions within the Fire Department.

Background/Summary:

The Fire Department is currently operating under City Code provisions that no longer reflect the proportional nature of what its employees are tasked with on a daily basis. Over 85% of all calls the Fire Department responds to are medical in nature, and the Fire Department is trying to recognize that shift in service delivery with a name change that more accurately reflects the day to day expectations.

For example;

Chapter 9 of the City Code (**CHAPTER 9 – FIRE PREVENTION AND PROTECTION**) currently states:

Sec. 9-1. Fire Department; establishment, divisions.

(a) There shall be a Fire Department. The Director of the Fire Department, who shall be the Fire Chief, shall be appointed by the City Manager and confirmed by the City Council. The position shall be an unclassified position and shall serve at the pleasure and the will of the City Manager and not subject to the City merit system.

(b) The fire department shall consist of four divisions: Administration, Training, Prevention and Operations.

The following changes are being proposed:

Sec. 9-1. Fire-Medical Department; establishment, divisions.

(a) There shall be a *Fire-Medical Department*. The Director of the *Fire-Medical Department*, who shall be the Fire Chief, shall be appointed by the City Manager and confirmed by the City Council. The position shall be an unclassified position and shall serve at the pleasure and the will of the City Manager and not subject to the City merit system.

(b) The fire department shall consist of *five* divisions: Administration, Training, Prevention, *Medical Services* and Operations.

Previous Actions: None

Options:

- A:** Accept staff's recommendation by adopting Ordinance No. 2015-01 to amend various sections of the Peoria City Code to reflect the name change, and the addition of the fifth named division.
- B:** Do nothing at this time, and retain the current name and division numbers.

Staff's Recommendation:

Adopt Ordinance No. 2015-01 to amend various sections of the Peoria City Code to reflect the name change to the "Fire-Medical Department" and update the number of recognized divisions in the Department.

Fiscal Analysis:

The biggest financial impact to the city and fire department will be the re-stickering of the approximate 22 large fire department vehicles (Engines, Ladder Trucks, Support Vehicles) to reflect the name change. A one-time cost would be approximately \$28,600. We could also phase that in over a three year period at an average of approximately \$10,000 per year.

All other Fiscal Impacts i.e., Letter Head, Business Cards, etc., would be absorbed with the current FD budget allotted.

Narrative: None

Exhibit(s):

Ordinance No. 2015-01

Contact Name and Number:

Bobby Ruiz, Fire Chief
Ext. # 7380

ORDINANCE NO. 2015-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 2-66 PERTAINING TO CITY MANAGER; DEPUTY CITY MANAGER; DUTIES; APPOINTMENT, TERM AND BY AMENDING SECTION 2-215 PERTAINING TO FIRE DEPARTMENT; FEES REQUIRED AND BY AMENDING TABLE 2-215(A) PERTAINING TO FIRE DEPARTMENT; FEES REQUIRED AND BY AMENDING SECTION 2-216 PERTAINING TO FIRE DEPARTMENT; FEES TO BE DEPOSITED WITH FINANCE DIRECTOR AND AMENDING CHAPTER 5 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 5-114 PERTAINING TO WHERE PROTECTION REQUIRED AND AMENDING CHAPTER 9 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 9-1 PERTAINING TO FIRE DEPARTMENT; ESTABLISHMENT, DIVISIONS AND BY AMENDING SECTION 9-2 PERTAINING TO FIRE DEPARTMENT; DIVISION MANAGERS AND BY AMENDING SECTION 9-3 PERTAINING TO FIRE DEPARTMENT; FIRE CHIEF, POWERS AND DUTIES AND BY AMENDING SECTION 9-4 PERTAINING TO FIRE DEPARTMENT; POSITION CLASSIFICATION PLAN AND BY AMENDING SECTION 9-5 PERTAINING TO FIRE DEPARTMENT; PENSION FUNDS, VOLUNTEERS, FIREFIGHTERS AND BY AMENDING SECTION 9-33 PERTAINING TO INTERNATIONAL FIRE CODE, LOCAL AMENDMENTS AND BY AMENDING SECTION 9-42 PERTAINING TO FIRE DEPARTMENT; CODES; VIOLATIONS AND PENALTIES AND AMENDING CHAPTER 13 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 13-85 PERTAINING TO COMPLIANCE WITH LAWFUL ORDERS AND DIRECTIONS, INTERFERENCE WITH INSPECTION, VIOLATIONS, PENALTIES AND AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 14-21 PERTAINING TO MOTOR VEHICLES; AUTHORITY TO DIRECT TRAFFIC; VIOLATIONS; PENALTIES AND BY AMENDING SECTION 14-104 PERTAINING TO PARKING; IMPEDING TRAFFIC AND BY AMENDING SECTION 14-108 PERTAINING TO LOADING AND UNLOADING TRUCKS AND AMENDING CHAPTER 16 OF THE

PEORIA CITY CODE (1992) BY AMENDING SECTION 16-1 PERTAINING TO MUNICIPAL SPECIAL EVENTS; ACTIVITIES; DEFINITIONS AND BY AMENDING SECTION 16-3 MUNICIPAL SPECIAL EVENTS; ACTIVITIES; APPLICATION REVIEW AND AMENDING CHAPTER 19 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 19-19 PERTAINING TO EMPLOYEE ORGANIZATION; UNFAIR LABOR RELATIONS PRACTICES AND BY AMENDING SECTION 19-43 PERTAINING TO PUBLIC SAFETY RETIREMENT SYSTEM BOARD; POLICE AND FIRE LOCAL BOARDS; TERMS AND BY AMENDING SECTION 19-44 PERTAINING TO PUBLIC SAFETY RETIREMENT SYSTEM BOARD; POLICE AND FIRE LOCAL BOARDS; ELECTION PROCEDURES FOR EMPLOYEE MEMBERS AND AMENDING CHAPTER 21 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 21-32 PERTAINING TO ALARM SYSTEMS; DEFINITIONS AND AMENDING CHAPTER 24 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 24-126 PERTAINING TO STORMWATER POLLUTION PREVENTION; EMERGENCY RESPONSE AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

THEREFORE, it is ordained by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Chapter 2 of the Peoria City Code (1992) is amended by amending Section 2-66 pertaining to City manager; Deputy city manager; duties; appointment, term and which shall read as follows:

Sec. 2-66. City manager; Deputy city manager; duties; appointment, term.

(a) There shall be within the City government the position of deputy city manager. There shall be two deputy city managers, who shall be designated the deputy city manager for operations and community building.

(b) Each deputy city manager shall have all powers, duties and authority established under this code, or regulations adopted pursuant to the code granted to department directors. Each department director under a deputy city manager shall report to the deputy city manager and the deputy city manager shall have direct supervision and oversight over the department directors as outlined in this section. Each deputy city manager shall report to the city manager and shall be responsible for the administration of services provided by departments or divisions under them. In addition, the deputy city manager shall be responsible for such other duties and assignments as the City Manager shall assign.

(c) The deputy city manager for operations shall have direct supervision and oversight over the following city departments and divisions:

- (i) Fire-Medical Department.
- (ii) Information Technology Department.
- (iii) Police Department.
- (iv) City Clerk.
- (v) Finance.
- (vi) Public Works.
- (vii) The deputy city manager for operations shall provide staff support to those city boards and commissions that are assigned to departments that are assigned to operations and such other boards and commissions as may be assigned by the city manager
- (d) The deputy city manager for building community shall have direct supervision and oversight over the following city departments and divisions:
 - (i) Planning and Community Development Department.
 - (ii) Community Services Department.
 - (iii) City Engineering Department.
 - (iv) Economic Development Services.
 - (v) Office of Communications
 - (vi) The deputy city manager for building community shall provide staff support to those city boards and commissions that are assigned to departments and divisions that are assigned to development and community services and such other boards and commissions as may be assigned by the city manager.
- (e) Each deputy city manager shall be appointed by the city manager and confirmed by the city council, and shall serve at the pleasure and will of the city manager. The position of deputy city manager shall be deemed unclassified and not covered under the city merit system.

SECTION 2. Chapter 2 of the Peoria City Code (1992) is amended by amending Section 2-215 pertaining to Fire-Medical Department; fees required and which shall read as follows:

Sec. 2-215. Fire-Medical Department; fees required.

(a) The Fire-Medical Department shall collect from each person filing an application for a permit, or requesting services by the city the following fees:

See Table 2-215.

(b) The Fire-Medical Department shall collect from each person the fees contained in this chapter, which shall be revised no later than March 31, 1993 and annually thereafter.

SECTION 3. Chapter 2 of the Peoria City Code (1992) is amended by amending Table 2-215 pertaining to Fire-Medical Department; Fees Required and which shall read as follows:

TABLE 2-215

Section 2-215 (a)
 FIRE-MEDICAL DEPARTMENT; FEES REQUIRED

Item	Date Effective July 11, 2006
Advanced Life Support Services	**
Copies of fire/emergency medical services reports within the first 30 days after incident date	10.00
Copies of fire/emergency medical services reports after 30 days from incident date	20.00
Flammable/Combustible Liquids Tank Permits - New Tank Above Ground	360.00
Flammable/Combustible Liquids Tank Permits - New Tank Underground	360.00
Underground Tank Removal - First Tank	360.00
Underground Tank Removal - Each Additional Tank	360.00
Fireworks Permit [in the event of a conflict between Table 9-33 and this table, this table shall be applicable]	500.00
Tent Permit [in the event of a conflict between Table 9-33 and this table, this table shall be applicable]	80.00
Subpoenaed Record - copy cost [per page]	.10
Research and Processing Fee-per person [per hour] minimum charge 1/2 hour [per hour]	42.00
Field Incident Comments	2.00
Other permits as required by the Fire Chief	35.00

** Advanced Life Support Fee will be set at difference between Advanced Life Support (ALS) and Basic Life Support (BLS) Base Rates as approved by the Arizona Department of Health Services.

SECTION 4. Chapter 2 of the Peoria City Code (1992) is amended by amending Section 2-216 pertaining to Fire-Medical Department; fees to be deposited with Finance Director and which shall read as follows:

Sec. 2-216. Fire-Medical Department; fees to be deposited with Finance Director.

All fees collected by the Fire-Medical Department under this chapter shall be deposited with the Finance Director. The Financial Director shall account for all fees deposited in accordance with accounting policies and regulations adopted by the city.

SECTION 5. Chapter 5 of the Peoria City Code (1992) is amended by amending Section 5-114 pertaining to Where protection required and which shall read as follows:

Sec. 5-114. Where protection required.

(a) A backflow prevention assembly approved by the officer shall be installed on each water service line to a customer's water system. Such approved backflow prevention assembly shall be installed prior to issuance of any certificate of occupancy for the structure to which the water system will provide service.

(b) An approved backflow prevention assembly shall be installed on each water service line to a consumer's water system where the following conditions exist:

(1) Premises having an auxiliary water system, unless such auxiliary water system is accepted as an additional source by the city and the source is approved by the agency and the council.

(2) Premises where any substance exists which can create an actual or potential hazard to the public water supply system.

(3) Premises having internal cross-connections that, in the judgment of the officer, are not correctable or intricate plumbing arrangements which made it impractical to determine whether or not cross-connections exist.

(4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connections survey.

(5) Premises having a repeated history of cross-connections being established or reestablished.

(6) Premises which utilize non-potable or reclaimed water.

(c) An approved backflow prevention assembly shall be installed on each water line to a consumer's water system serving, but not necessarily limited to, the following types of facilities or to isolate specific equipment or hazards unless the officer determines that no actual or potential hazard to the public water supply system exist:

- (1) Aircraft and missile plants, RP.
- (2) Animal clinics and animal grooming shops, RP.
- (3) Automotive plants, RP.
- (4) Auxiliary water systems (interconnected), RP.
- (5) Auxiliary water systems (not interconnected), RP.
- (6) Beverage bottling plants, RP.
- (7) Breweries, RP.
- (8) Buildings greater than three (3) stories or greater than thirty-four (34) feet in height from curb level, RP.
- (9) Buildings with house pumps and/or potable water storage tank, RP.
- (10) Canneries, packing houses and reduction plants, RP.
- (11) Carbonated beverage equipment, Stainless Steel, RP.
- (12) Car wash facilities or car washes with water reclamation system, RP.
- (13) Centralized heating and air conditioning plants, RP.
- (14) Chemical plants, RP.
- (15) Chemically treated potable or nonpotable water systems, RP.
- (16) Commercial laundries, RP.
- (17) Cooling tower, boiler, condenser, chiller, and other cooling systems, RP.
- (18) Dairies and cold storage plants, RP.

(19) Decorative fountain, baptismal, pond, or any location water is exposed to atmosphere, RP or Air Gap.

(20) Dye works, RP.

(21) Film processing laboratories, RP.

(22) Food processing plants, RP.

(23) High schools, grade schools, day-care centers, and colleges, RP.

(24) Holding tank disposal stations, RP.

(25) Hospitals and mortuaries, RP.

(26) Medical and dental buildings or suites, sanitariums, rest and convalescent homes, RP.

(27) Mobile home and travel trailer parks, RP.

(28) Irrigation systems (premises having separate systems such as parks, playgrounds, cemeteries, golf courses, schools, estates, ranches, etc.), RP.

(29) Laboratories using toxic materials, RP.

(30) Manufacturing, processing and fabricating plants using toxic materials, RP.

(31) Manufacturing, processing and fabricating plants using nontoxic materials, RP.

(32) Motion picture studios, RP.

(33) Non-Carbonated beverage equipment, DC.

(34) Oil and gas production facilities, RP.

(35) Paper and paper production plants, RP.

(36) Pesticide, herbicide, fertilizer, and chemical applicators, RP.

(37) Plating plants, RP.

(38) Radioactive materials processing facilities, RP.

- (39) Restricted, classified or other closed facilities, RP.
- (40) Recreational vehicle dump stations (sewer), or any other location where water may be exposed to bacteria, virus or gas, RP.
- (41) Rubber plants, RP.
- (42) Sand and gravel plants, RP.
- (43) Sewage and storm drainage facilities, RP.
- (44) Any premises where a cross-connection is maintained, RP.
- (45) Water trucks, temp. water storage units, hydraulic sewer cleaning equipment, street sweepers, steel wheeled rollers, RP or air-gap.
- (46) Water treatment facilities and all water processing equipment (other than residential water softeners), RP.
- (47) X-ray equipment, printing equipment, or any other photographic processing equipment, RP.
- (48) Any premises on which chemicals, oils, solvents, pesticides, disinfectants, cleaning agents, acids or other pollutants and/or contaminants are handled in a manner by which they may come in direct contact with water, or there is evidence of the potential to contact water, RP.
- (49) Any premises where water supplied by the city is subject to deterioration in sanitary quality and its entry into the public water system is permitted, DC.
- (50) Any connection to a fire hydrant (except Fire-Medical Department equipment), RP.

SECTION 6. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-1 pertaining to Fire-Medical Department; establishment, divisions and which shall read as follows:

Sec. 9-1. Fire-Medical Department; establishment, divisions.

(a) There shall be a Fire-Medical Department. The Director of the Fire-Medical Department, who shall be the Fire Chief, shall be appointed by the City Manager and

confirmed by the City Council. The position shall be an unclassified position and shall serve at the pleasure and the will of the City Manager and not subject to the City merit system.

(b) The Fire-Medical Department shall consist of four divisions: Administration, Training, Prevention and Operations.

SECTION 7. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-2 pertaining to Fire-Medical Department; division managers and which shall read as follows:

Sec. 9-2. Fire-Medical Department; division managers.

Each division within the Fire-Medical Department shall be headed by a position designated by the Fire Chief, with the approval of the City Manager. Such positions shall be classified positions subject to the city merit system.

SECTION 8. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-3 pertaining to Fire-Medical Department; fire chief, powers and duties and which shall read as follows:

Sec. 9-3. Fire-Medical Department; fire chief, powers and duties.

The Fire Chief shall have the following powers and duties:

(a) Direct the operations of the Fire-Medical Department, subject to the city charter, this code and the rules and regulations of the Fire-Medical Department as approved by the city manager.

(b) Provide for designees of the fire chief to plan and direct the extinguishment of fires where the Fire-Medical Department responds. During the progress of a fire the authority of the fire chief shall be absolute in all matters directly concerning the extinguishment of the fire and the disposition of property endangered by it.

(c) Provide for training and or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in the city, water supplies and all other matters generally considered essential to the safety of life and property from fire.

(d) Assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin and circumstances of all fires.

(e) Enforce the Fire Code promulgated by a recognized technical trade association and adopted by the City and such other fire related codes as adopted by the City.

(f) Designate such members of the Fire-Medical Department as inspectors as from time to time as becomes necessary.

(g) Keep complete records of all fires, inspections, apparatus and equipment, personnel and other information about the work of the department open to inspection by the public to the extent required by law.

(h) Make a complete annual report, in writing, to the council at such time as may be specified by the council, and such report shall include the information specified in subsection (6) of this section, together with comparative data for previous years and recommendations for improving the effectiveness of the department

(i) Enforce or cause to be enforced all ordinances, laws and regulations of the city and state, insofar as they pertain to fire and safety.

(j) Develop and submit to the City Manager for approval such Fire-Medical Department rules and regulations as may from time to time be necessary and appropriate.

(k) Perform such other duties as may be assigned by the City Manager.

SECTION 9. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-4 pertaining to Fire-Medical Department; position classification plan and which shall read as follows:

Sec. 9-4. Fire-Medical Department; position classification plan.

The city manager shall promulgate a position classification plan for the Fire-Medical Department. The plan shall establish specific positions assigned to the ranges and steps within the city's pay plan. The promulgation of a position classification plan shall not create any obligation upon the city council to appropriate funds for any position within the plan.

SECTION 10. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-5 pertaining to Fire-Medical Department; pension funds, volunteers, firefighters and which shall read as follows:

Sec. 9-5. Fire-Medical Department; pension funds, volunteers, firefighters.

(a) A volunteer firemen's relief and pension fund is established pursuant to A.R.S. title 9, ch. 8, art. 3 [§ 9-951 et seq.]. The Mayor with the consent of the council shall appoint members to the Board of Trustees of the Volunteer Firemen's Relief and Pension Fund in accordance with the provisions of this code. The city may also purchase a private benefit plan for individuals covered under this fund.

(b) A firemen's relief and pension fund is established pursuant to A.R.S. tit. 9, ch. 8, art. 3 [§ 9-951 et seq.].

SECTION 11. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-33 pertaining to International Fire Code, Local Amendments and which shall read as follows:

Sec. 9-33. International Fire Code, Local Amendments.

(a) Section 102.3 Change of Use or Occupancy is amended by replacing the words "*this code*" with "the currently adopted Fire Code and amendments." designating the existing text as subsection 1 and adding the following paragraph as subsection 2.

Section 102.3 Change of Use or Occupancy.

2. All changes of occupancy shall be coordinated with the Fire Marshal prior to issuance of a Temporary or Permanent Certificate of Occupancy.

(b) Section 102.4 Application of building code is amended by adding the words "and the currently adopted Fire Code and amendments" after "International Building Code."

(c) Section 102.6 Historic buildings is amended by adding the words "and the currently adopted Fire Code and amendments" after "approved fire protection plan."

(d) Section 104.3 Right of entry is hereby amended by adding the following:

The Fire-Medical Department shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purposes of ascertaining and causing to be corrected any of the conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. Any person who refuses entry for purposes of this provision shall be in violation of Peoria City Code Section 9-43(a) and subject to the penalties prescribed in Peoria City Code Section 9-42, including civil sanctions identified in 9-42(b).

(e) Section 104.6 Official Records is hereby amended by adding the following:

104.6.5 Required information. Each business and building owner shall provide the following information to the Fire Code Official upon request: Responsible party address, responsible party telephone number, building owner address, building owner telephone

number, square footage of the building and/or leased space, Insurance company name, Insurance company policy number, and Insurance company telephone number.

(f) Section 104.10. Fire Investigations is amended with the following new section:

104.10 Fire Investigations. The Fire-Medical Department shall investigate or cause to be investigated promptly the cause, origin and circumstance of each and fire occurring in the jurisdiction involving loss of life or injury to a person or destruction or damage to property, and if it appears to the member of the Fire-Medical Department making the investigation that such fire is of suspicious origin, the member shall notify the appropriate law enforcement agency and shall secure the site until the law enforcement agency takes control of the site. The Fire investigator shall continue to pursue the investigation to its conclusion.

(g) Section 104.11.4 Restricting Public Access is amended with the following new section:

It shall be the duty of the Police Department, at the time of any fire, to place ropes or guards across all streets, lanes or alleys on which shall be situated any building on fire, and at such other points as are deemed expedient and necessary. Any person entering within the line indicated by such ropers or guards and refusing to go outside such lines when directed to do so by any police officer or officer of the Fire-Medical Department shall be guilty of a class one misdemeanor.

(h) Section 105 Permits, 105.1.1 Permit Required, is amended by adding the following as subsection 4.

4. It shall be unlawful for any person, firm or corporation to use a building or premises or engage in any activities for which a permit is determined to be required by the Fire Code Official without having first obtained such permit from the Fire-Medical Department.

(i) Section 105.2 Application is amended with the following new section.

Section 105.2. Application. Application for a permit required by this code shall be made to the fire code official in such form and detail as prescribed by the fire code official no later than thirty (30) days prior to date of the event. Applications for permits shall be accompanied by such plans as prescribed by the fire code official.

Scope. Fees for reviewing plans, issuing permits and conducting inspections relating to construction or installation of automatic sprinkler systems, fire alarm system, hood and duct fire-extinguishing systems and other fire- and life-safety systems for compliance with

the International Fire Code and other laws and ordinances, and other services provided shall be set by the Fire-Medical Department. The following contains a Uniform Fees and Charges Program for the City of Peoria Fire-Medical Department.

Permit and Service Fees Ordinance

Purpose. The purpose of this ordinance is to establish fees for specific Fire Code permits as defined in the International Fire Code, as adopted by this jurisdiction and for the establishment of fees for service performed by the Fire-Medical Department.

Definitions. All terminology not defined in this chapter shall be defined as stated in the International Fire Code as adopted by this jurisdiction. **Permits and Service Fees.** A fee in accordance with the following schedule shall be paid to the Fire-Medical Department at the time of application for: (1) a RENEWABLE PERMIT, (2) an INSTALLATION or REMOVAL and ALTERATION PERMIT, (3) an ACTIVITY PERMIT, (4) any OTHER SERVICE, (5) any RECORDS, PHOTOGRAPHS or DOCUMENTS, or (6) a HAZARDOUS MATERIALS STORAGE PERMIT. Such fee shall not be refunded upon failure of an applicant to receive the permit. Failure to apply for necessary permits or services may result in an order from the Fire Marshal to obtain a permit or service. Fees are payable upon permit application. Failure to pay for permit, plan review or inspection fees imposed by this fee schedule, within the time period specified, shall render such permit null and void.

EXCEPTION: These permit charges shall not apply to activities of nonprofit Corporations or civic or fraternal organizations that possess an Internal Revenue Service tax exempt status. However, these groups will be assessed plan review and inspection fees.

Standard Hourly Fee: There shall be a standard hourly fee of one hundred dollars (\$100.00), with a one (1) hour minimum, charge for all inspection and plan review work unless specifically exempted. All reinspections (follow-up inspections) shall be charged at the standard hourly fee with a one (1) hour minimum, unless otherwise specified. All inspections, plan reviews and consultations shall be charged this standard hourly fee, unless otherwise specified. The overtime hourly fee shall be one and one half (1 ½) the standard hourly fee, when the department is requested to review plans or conduct inspections outside of the normal work day.

Renewable Permit Fees: When an inspection or plan review is conducted by the Fire Prevention Division to ensure proper design, installation or permit compliance, the standard hourly fee for the first hour of inspection or the first hour of plan review, when required, shall be paid at the time of application. Fees for subsequent hours of plan review shall be paid prior to the issuance of a permit. The permit fee shall be in addition to the standard hourly fee in accordance with Table 9-33(a) Renewable Permit Fees: Inspection and Plan Review Fees for Installation,

Installation, Removal or Alterations of Equipment.

When an inspection or plan review is conducted by the Fire-Medical Department to ensure proper design and installation, the standard hourly fee for the first hour of inspection or the first hour of plan review, when required, shall be paid at the time of application. Fees for subsequent hours of plan review shall be paid prior to the issuance of the permit. Fees for subsequent hours of inspection shall be paid prior to issuance of a Certificate of Occupancy. All Fees shall be in accordance with Table 9-33(b).

Inspection or Plan Review Fees for Activity Permits.

General. When an inspection or plan review is conducted by Fire Prevention to ensure proper design, installation or permit compliance, the standard hourly fee for the first hour of inspection or the first hour of plan review, when required, shall be paid at the time of application. Fees for subsequent hours of plan review and inspection shall be paid prior to the issuance of the permit. A separate permit for a specific period of time shall be obtained for each location where such operations are performed. The permit fees shall be in addition to the standard hourly fee in accordance with Table 9-33 (c)

Annual Hazardous Materials Storage Permit Fee

The annual fee, based on quantities stored, manufactured, used in process, sold, transported or otherwise utilized in the form of liquids, solids or gases. When there are multiple forms the highest range will be used, as set forth in Table 9-33(a)

(j) Section 105.3.1 Expiration is amended by adding the following:

Operational Permits shall expire one year from the date of issuance unless otherwise noted.

(k) Section 105.6.2 Amusement building is amended with the following new section:

Section 105.6.2 Amusement buildings. An operational permit is required to operate a special amusement building for a period of time not to exceed 45 days. Plans shall be submitted to the Fire-Medical Department and approved 30 days before the opening of the building or structure to the public.

(l) Section 105.6.8 Compressed gases is amended with the following new section and Table 105.6.8:

Section 105.6.8 **Compressed gases**. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.

Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.

**TABLE 105.6.8
 PERMIT AMOUNTS FOR COMPRESSED GASES**

TYPE OF GAS	AMOUNT (cubic feet at NTP)
Corrosive	200
Flammable (except cryogenic fluids and liquefied petroleum gases)	200
Highly toxic	Any Amount
Inert and simple asphyxiant (except carbon dioxide)	6,000
Inert and simple asphyxiant (carbon dioxide only)	500
Oxidizing (including oxygen)	504
Pyrophoric	Any Amount
Toxic	Any Amount

(m) Section 105.6.23 Hot Work Operations is amended by adding the following section:

Section 105.6.23.1 Hot Work Permits. Operational permits are required to be filled out by the responsible party for the site, structure, occupancy, or property prior to the hot work operation. Hot work permits must be kept on file for 90 days and be made available to the Fire-Medical Department or any other regulatory agency upon request.

(n) Section 105.6.47 Any person, corporation, partnership or other entity engaged in the business of design, install, monitor, sell, or service within the City of Peoria shall, obtain a permit from the Fire-Medical Department. The permit application shall include the following: Copy of State and City license and Copy of Certification.

(o) Section 106.5 is amended by adding the following:

1. A fee (Table 9-33 (d) Fees for Other Services) shall be assessed to the building owner for the annual inspection and for all re-inspections required to gain compliance with this Code.

- i. If a building is occupied by a business occupancy that is different from the owner, then the business occupancy shall be required to pay the assessed inspection fees.
 - ii. If a building is occupied by the owner or is vacant, then the owner shall be required to pay the assessed inspection fees.
2. If a building is split into multiple occupancies, the inspection fees shall be assessed as follows:
 - i. Each separate business occupancy that is required to possess and maintain a City of Peoria business license shall be assessed inspection fees based on the square footage of the specified space within the building that has been issued a Certificate of Occupancy for such business. The owner shall not be responsible to pay the inspection fees for any separate business occupancy within the building.
 - ii. For all portions of a building that are not under the control of separate business occupancies subject to subsection (i), the owner shall be responsible to pay the inspection fees, which shall be calculated by adding together all of the square footage in those portions of the building.
3. A fee will not be charged for additional inspections that the Fire Chief deems necessary throughout the year.
4. The Fire Chief can limit the maximum inspection fee assessed for a facility.

(p) Section 108 is amended as follows:

Section 108.3 is amended by adding the following paragraphs:

- (1) The Fire Board of Appeals shall be composed of a total of five (5) regular members. All members of the Board shall be appointed by the Mayor with the approval of the City Council in accordance with the provisions of this Code. The members of the Board shall consist of:
 - (a) One member shall be an Arizona registered fire protection engineer.
 - (b) One member shall be an NICET Level III or higher licensed contractor in fire alarm systems.

(c) One member shall be an NICET Level III or higher licensed contractor in fire sprinkler systems.

(d) One member shall be an Arizona licensed electrical or mechanical contractor.

(e) One member who is a private citizen, familiar with the construction industry and trades ho is a resident of the City.

(2) All members shall serve without pay. However, members may be reimbursed for their actual expenses incurred in connection with their duties upon authorization or ratification by the City Council.

(3) Members shall be appointed in accordance with the Fire Code, with the initial terms being staggered. Members currently serving who do not meet these qualifications shall continue to serve until their terms are expired.

(4) The Fire Code Board of Appeals is authorized to hear appeals of the final decision the Fire Code Official relative to the application and interpretation of this Code.

(5) A written appeal, outlining the Code provision from which relief is sought and the remedy proposed, shall be submitted to the designated Clerk for the Fire Board of Appeals within 15 calendar days of notification of a final decision or determination subject to appeal.

(6) The Board may uphold, modify, or overrule in whole or in part the final decision.

Section 108.4 Administrative appeal. Whenever a violation of this code has been found and the applicant wishes to appeal the decision of the staff because the code or the rules legally adopted thereunder have been incorrectly interpreted or an equivalent method of protection or safety is proposed, an appeal may be filed as follows:

1. The applicant shall file a written appeal, within ten (10) working days after receiving notice of the violation. The appeal shall be filed with the Building Official and a copy filed with the Fire Chief. At this time, the applicant may request an informal review before the Fire Code Official.
2. If an applicant requests an informal review, the review will be heard by the Fire Code Official or his designee within 15 working days after the request is filed. The chief, or an authorized representative, may use a Committee consisting of such staff as is deemed appropriate to provide advice on a

particular request for informal review.

3. The applicant shall provide specific information on the basis for the appeal and the relief requested.
4. If the informal review upholds the decision of the Fire Official, the applicant shall comply with the requirement(s) of the fire code or request a hearing by the Board of Appeals within ten (10) working days following the informal review as provided in Sec. 108.3 of this code.

- (q) Section 109 is amended as follows:

109.4. Violation penalties.

Penalties for violations of this Code are set forth in Peoria City Code, Sections 9-36 through 9-43.

- (r) Section 109.5 is added as follows:

109.5 Investigation fee.

Any person who commences any work on a fire or life safety system before obtaining the necessary permits shall be subject to a fee established by the City Council that shall be in addition to the required permit fees. The fire code official will incur certain cost (i.e.: inspection and administrative time) when investigating and citing a person who has commenced work without having obtained a permit. The fire code official is therefore entitled to recover these costs, in addition to that collected when the required permit is issued, to be imposed on the responsible party.

- (s) Section 202 is amended to include the following additional definitions.

Section 202 – General Definitions

The following definitions are hereby added to read as follows:

ACCESS GRADES. Access grades shall include the table set forth in Table 9-33(d).

ALL WEATHER SURFACE. An all weather surfaces (AW) is a road surface made up of materials compacted to 90% and capable of supporting vehicles in excess of 75,000 pound gross vehicle weight (GVW) under any weather condition.

COMMERCIAL OCCUPANCY. A commercial occupancy: Commercial occupancy is any building that falls under the International Building Code (IBC) occupancy classification of A, B, E, F, H, I, M, R-1, R-2, R-4, and S.

DRIVE LENGTH. Drive Length is measured from the entrance of the drive at the public street to the structure.

DRIVE WIDTH. Drive Width is measured from the edges of the designated improved drivable surface. 2-12-2 and 2-16-2, is a 2 foot clear AW surface on both sides of a 12 or 16 foot hard surface drive.

GRADE. Grade is the degree of inclination of a slope, road, or other surface (see slope).

HARD SURFACE. Hard Surface is a drive surface of concrete, asphalt, or pavers designed to support vehicles in excess of 75,000 pounds GVW under any weather condition.

HORIZONTAL STANDPIPE. A horizontal standpipe, also know as a yard hydrant, is a permanent extension of the required fire fighting water supply for a building. The horizontal standpipe can be below grade and can be a wet or dry standpipe. The horizontal standpipe is required to be able to supply a minimum of 500 gallons per minute at the outlet. The use of horizontal standpipes must be approved by the Fire Code Official.

HOSE LAY. Hose Lay is the extension of a hand held fire hose as it is extended around the perimeter of the structure. If the hose lay is more than 200 feet from the road to all portions of the exterior, an Operational Platform is required.

INVESTIGATION FEE. An investigation fee is a fee assessed for investigating work that has been commenced prior to a permit being issued.

OPERATION PLATFORM. Operational Platform is an area located on site where the emergency vehicle is staged while performing emergency medical or fire fighting operations. The platform shall be 20 feet by 30 feet with a maximum cross grade of 5 percent. Operational platforms are required when a drive or adjacent street grade is greater than 12% slope or the hose lay from the truck staging area to all portions of the exterior of the structure are greater than 200 feet.

REPAIR. Repair of any fire protection equipment is a "like for like" replacement of a component. The component replaced must be from the same manufacturer and be the same model and part number.

REPLACEMENT. Replacement of any fire protection system component must be by the same manufacturer, the same model and part number. Replacement of a component by a different manufacturer, model or part number due to obsolescence is considered an upgrade.

SLOPE. Slope is the ground, road or other surface that forms a natural or artificial incline. The percentage of slope is determined by dividing the rise by the horizontal run multiplied by 100 [% slope = (Rise/Run) X 100].

TEMPORARY USE. Temporary Use is the use of a facility or structure for an agreed upon specified period of time.

TURN-A-ROUND. A turn-a-round is required for emergency vehicles when the structure is more than 200 feet from the road. This can be accomplished with a circle drive with an outside radius of 40'6", T-Type hammer head 16' X 76', or a variation there of.

TURNING RADIUS. A turning radius, for the purpose of this code, defines the required area for fire apparatus movement. Fire apparatus movement is based on the WB-50 turning template as produced by the American Association of State Highway and Transportation Officials (AASHTO).

TURN-OUT. A turn-out is required on all extended driveways 300 feet or greater in length to a single residence. A turnout shall widen to 20 feet minimum width over a minimum length of 45 feet.

UPGRADE. Upgrade of a fire protection system is anytime a major system component is replaced by a different manufacturer, model or part number due to obsolescence or to expand capacity.

(t) Section 308.1.4 Open flame cooking devices is amended by deleting exception number 3 in its entirety.

(u) Section 308.3.3 is amended by adding the following additional subsections:

308.3.3 Audience control. The audience shall be at least 30 feet away from the closest projection of an open flame device. Audience control shall be established by use of a physical barrier which can be easily moved or removed in the event of an emergency and shall remain in place throughout the entire performance.

308.3.4 Attendant. Performances shall be constantly attended by a person knowledgeable in the use of a fire extinguisher at the rate of at least 1 attendant for every 2

active devices. Attendants shall remain at the performance until all the fire has been extinguished.

308.3.5 Fire extinguishers. Adequate fire extinguishing equipment including but not limited to buckets of water, water soaked rags, water extinguishers, charged hose lines, shall be readily available for use during the performance. Portable fire extinguishers shall be provided at a minimum of one 20BC extinguisher for every four simultaneous devices.

308.3.6 Clearance from Combustibles. A 25 foot clearance from all combustibles shall be maintained in all directions.

(v) Section 314.4, item 3 is amended and shall read as follows:

3. Fuel tanks and fill openings are closed and sealed to prevent tampering and the escape of vapors.

(w) Section 316 is added and which shall read as follows:

(x) Section 319 is added and which shall read as follows:

Section 319 – HEAT-PRODUCING APPLIANCES

Sec. 319.1 General. Heating appliances shall be installed and maintained in accordance with their listing and the Building, Electrical, and Mechanical codes. Clearance from combustible material shall be maintained as set forth in the Building and Mechanical codes and the product listing.

Sec. 319.2 Clothes dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components free from excessive accumulations of lint. EXCEPTION: Clothes dryers within private dwelling units of Group R occupancies.

(y) Section 401.1. Scope is amended by deleting the exception in its entirety.

(z) Section 401.3 is amended to add Section 401.3.1 which shall read as follows:

401.3.1 False Alarms shall not be given, signaled or transmitted in any manner.

(aa) Section 403.3 is amended and shall read as follows:

403.3 Crowd managers; All public assembly occupancies with an occupant load of 150 or more shall have crowd managers as described in Section 2404.20.

(bb) Section 408.2 is amended to add Section 408.2.3 which shall read as follows:

Section 408.2.3 Automatic External Defibrillators (AED). All Public Assembly occupancies with an occupant load of three hundred (300) or greater shall be equipped with AEDs so that they optimally achieves a 3-minute response time from the collapse of a patient to on-scene arrival of the AED with a trained lay rescuer, in accordance with the American Heart Association recommendations and the following conditions:

1. The installations of AEDs are a life safety device and the maintenance of the device shall be the responsibility of the owner of the Certificate of Occupancy.
2. It shall be the responsibility of the owner to obtain and maintain medical oversight from a licensed physician.
3. It shall be the responsibility of the owner to train its employees in Cardio Pulmonary Resuscitation and the use of AEDs in accordance with the Guidelines of the American Heart Association or the Red Cross.
4. Training and equipment maintenance records shall be kept on premises and be available to the Fire-Medical Department upon request.
5. AEDs shall be mounted in an accessible spot free from blocking by storage and equipment. The top of the AED shall be not more than 5 ft (1.5 m) above the floor. The AED should be easy to reach and remove and should be placed where it will not be damaged -- on hangers or in the brackets supplied by the manufacturer, mounted in cabinets, or placed on shelves.

(cc) Section 501.3 Construction Documents is amended and which shall read as follows:

Section 501.3 Construction Documents. Construction documents for proposed fire apparatus access, location of fire lanes, means of egress, fire protection systems, hydraulic calculations for fire hydrants and suppression systems, and construction documents specifying interior finish and fire resistance rated construction shall be submitted to the Fire-Medical Department; in addition to Building Safety for review and approval prior to construction. Upon completion of construction and prior to issue of a Certificate of Occupancy, a copy of finished drawings shall be supplied to the Fire-Medical Department in the following format:

501.3.1 Record Electronic Files: A copy of the building site plan, fire alarm system, fire sprinkler system shall be provided in Portable Document Format (PDF).

(dd) Section 501 is amended to add section 501.5 which shall read as follows:

Section 501.5. Wildland/Urban Interface Areas. Areas considered by the Fire code official to be classified as "Wildland/Urban Interface" shall meet the requirements of the 2012 International Urban-Wildland Interface Code.

(ee) Section 503.2 is amended to add Section 503.2.7 which shall read as follows:

Section 503.2.7. The grade of the fire apparatus access road shall be within the limits established by the Fire Code Official based upon the Fire-Medical Department's apparatus. The maximum grade(s) allowable are:

1. Major Arterials – 9.0%
2. Minor Arterials – 9.0%
3. Couplets – 9.0%
4. Rural/ESL Minor Collectors – 12.0%
5. Local Collectors – 12.0%
6. Local Residential – 15.0%

With the following conditions:

1. All residential and commercial structures where any access grades exceed 10% must be equipped throughout with an automatic fire sprinkler system that meets the requirements of the 2012 International Fire Code and the Peoria Fire Code Amendments.
2. All residential and commercial structures and developments meet the requirements of the 2012 International Urban-Wildland Interface Code (IUWIC)
3. All residential and commercial structures are constructed to the minimum level of Class 1 Ignition Resistant Construction as defined in Section 504 of the 2012 IUWIC.

(ff) Section 503.3 is amended and shall read as follows:

Sec. 503.3 Fire apparatus access roads posting. Every fire apparatus access roadway required under the authority of this section shall be posted with signs readable from either direction of travel and vertically installed at points not more than eighty (80) feet on center along the length of the required fire apparatus access roadway. Fire Lane signs, with indicating arrows, shall be posted at the beginning and end of each fire lane with the indicating arrow pointing in the direction of the fire lane. If the fire lane is intersected by a drive, then a two-way arrow shall be installed at that location.

In lieu of signs the curb can be painted red and marked "NO PARKING FIRE LANE" in four (4) inch white block letters on the vertical face of the curb and spaced eighty (80) feet on center.

Only fire apparatus access roadways required under the authority of this section or as approved by the Chief may be posted or identified as such. Unauthorized use of signs shall be removed.

Sec. 503.3.1 Maintenance. The person(s) in possession of the premises on and into which a fire apparatus access roadway is required shall be solely responsible for the maintenance of such roadways and all required signs. No owner, manager or other person(s) in charge of premises served by a required fire apparatus access roadway shall abandon or close the fire apparatus roadway or any part thereof without permission of the code official.

The person(s) in possession of the premises shall be responsible in ensuring that fire apparatus roadways are clear at all times.

(gg) Section 503.4 Obstruction of Fire Apparatus Roads is amended and shall read as follows:

Sec. 503.4 Obstruction of fire apparatus roads. The required width of any fire apparatus access roadway on City or private property shall not be obstructed in any manner, including the parking or stopping of any vehicle other than an authorized emergency vehicle. A vehicle parked illegally in a fire apparatus access roadway may be removed and impounded under the provisions of the Peoria Code. An owner or operator of a vehicle parked illegally in a fire apparatus access roadway or the person responsible for any non-vehicular obstruction shall be guilty of a misdemeanor.

(hh) Section 503.6 Security Gates is added and shall read as follows:

Sec. 503.6.1 Gate Access (Information and Scale Plans shall be submitted to the Fire-Medical Department for a permit)

503.6.1.1 All gates limiting access will be required to provide emergency Access controls for Fire-Medical Department entry.

503.6.1.2 The gates shall be designed so that the access roadway or turning radius (WB50) shall not be obstructed by the operation of the gate. Minimum set back from the public streets shall be a distance determined by the City Engineer and allow the emergency vehicle the ability to safely operate the lock box or panel. Turning radius from the public street shall be WB50.

503.6.1.3 Clear width of the roadway shall be minimum of twenty (20) feet clear width on all entrances. Exit roadways shall be a minimum of sixteen (16) feet clear width or larger on all exits. Unless otherwise approved by the Fire-Medical Department.

503.6.1.4 Sub-divisions may have a divided entrance and exit gates. The entrance side shall have a clearance of twenty (20) feet clear width, the exit side sixteen (16) feet clear width.

503.6.1.5 Access controls shall be exterior to the gate and located for activation by the vehicle operator without dismounting from the vehicle. The height of the lock box/control panel shall be sixty-six (66) inches, measured from the finished grade line of the street.

503.6.1.6 The lock box, padlock or key switch, must be an approved model utilized by the Peoria Fire-Medical Department. Lock Box Authorized Forms may be picked up at the City of Peoria Fire Prevention, Monday through Friday 8:00 am to 9:00 am.

503.6.1.7 Traffic Preemption opening device shall be on all motorized gates. Opticom, 3M, Model 722 receiver (no coding model) or compatible shall be used.

EXCEPTION: Fire Stations are not required to provide a preemption opening device.

503.6.1.8 Gates must open to a clear width of twenty (20) feet within twenty (20) seconds of activation and remain in the open position until closed by operation of the electrical control device.

503.6.1.9 The control pedestal must be identified with a minimum six (6) inch by Ten (10) inch sign with red letters on a white background. This sign must be securely fastened to the pedestal and legible from the approaching vehicle. EMERGENCY FIRE-MEDICAL DEPARTMENT ACCESS.

503.6.1.10 Battery back-up for all motorized gates is required, unless the gate fail safe (open) in the event of a power failure

503.6.1.11 Secondary "Exit Only" gates shall be set up for Fire-Medical Department emergency access. Exit only gates, which are not motorized, shall be installed per City of Peoria Fire-Medical Department Standard detail. Details are available at the City of Peoria Fire Prevention. Exit only gates shall have a minimum clearance of twenty (20) feet clear width and be posted with a sign that states "Caution Gate Opens Out." The ground shall be painted with a yellow strip showing the depth of the gate swing.

503.6.1.12 Operation at the gate shall be by pre-emption device and key switch.

(ii) Section 505.1 is amended to read as follows:

505.1 Address numbers. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property.

Address numbers shall be installed according to the following address display requirements.

1. All address numbers shall be on a contrasting background.
2. No numbers are permitted on glass except suite numbers.
3. All numbers shall be visible from all street frontages.
4. Address numbers located twelve (12) feet and higher as measured from the finished grade shall be a minimum of twelve (12) inches in height.
5. Address numbers located below twelve (12) feet as measured from the finished grade, monument signs and commercial suites shall have a minimum of six (6) inch numbers.
6. Additional address numbers may be required when, in the opinion of the Fire Code Official, emergency response may be delayed due to the physical layout of the building.

(jj) Section 505 is amended by adding subsection 505.3 which shall read as follows:

505.3 Address directory. An approved address directory shall be installed at properties containing one of the following:

1. More than one (1) principal building.
2. Buildings with unit identification numbers.
3. When in the opinion of the Fire Code Official, emergency response may be delayed due to physical layout of the complex.

505.3.1 Specifications. Drawings and/or samples shall be submitted to the Fire Department for review and approval for all required address directories.

505.3.2 Dimensions. The minimum size for the address directory is to be three (3) feet by three (3) feet. Larger sizes may be required where the site cannot fit on the standard

size and still be legible.

505.3.3 Protection. The address directory is to be suitably constructed to be installed outdoors. The graphics shall be protected from vandalism and weather by a clear polycarbonate cover. The cover shall be a minimum of 1/8" thick and sealed to protect the graphics from weather damage.

505.3.4 Illumination. The address directory is to be illuminated internally by a white light. The light shall be sufficient to illuminate the entire site plan with even light. The address directory is to be illuminated from dusk to dawn. The illumination can be turned on and off by an automatic timer or photo cell.

505.3.5 Installation requirements. The address directory is to be installed a minimum of thirty six (36) inches above the finished grade. Larger sizes of address directories can be mounted no lower than twenty four (24) inches when approved by the Fire Code Official. The support post or stanchions are to be set in concrete.

505.3.6 Depiction requirements. The address directory shall depict the site in a clear, easily understood manner from a distance of eight (8) feet. The address directory shall depict structures, building numbers, units, apartment space numbers, tennis courts, swimming pools, driveways, streets, fire hydrants and any other areas as determined by the Fire Code Official. Construction of the address directory shall comply with the following requirements:

1. Address directories shall be a dark print on a contrasting light background.
2. The name and address of the complex are required, but shall not exceed ten (10) percent of the total size of the site directory.
3. Any water areas shall be blue (i.e.: pools, fountains, canals, etc.).
4. Tennis courts shall be green.
5. Fire hydrants shall be a 1/4" diameter black circle filled with a yellow center. The abbreviation "HYD" must be affixed by the location of the hydrant on the directory.
6. The address directory shall be oriented to the viewer with a red symbol, one (1) inch in diameter, with the words "YOU ARE HERE" affixed at the appropriate location of the directory.
7. North must be indicated on the site plan by an arrow no less than three (3) inch in size.

8. The building numbers must be one (1) inch in diameter, located directly adjacent to the building on the driveway side.
9. The colors used on the site directory may not be duplicated to represent more than one (1) item.

505.3.7 Setback requirements. The address directory shall be installed on the occupant's property. A scaled plan shall be submitted showing the proposed location of the address directory, streets, drive aisles, any gate controls and traffic islands.

1. The location of the address directory shall be far enough from the street for the fire apparatus to be safely on the property while reviewing the address directory. The location of the address directory cannot conflict with the traffic visibility zone.
2. No landscape or architectural designs may obstruct the viewing of the address directory.

505.3.8 Prohibitions. No advertising or additional artwork is allowed on the address directory.

(kk) Section 506.1. is amended by adding subsection 506.1.3. which shall read as follows:

Section 506.1.3 Locations Key boxes shall be installed in a location to be determined by the Fire Code Official. A full set of keys to open all areas inside and outside the structure, to include the fire alarm panel, shall be placed inside the key box. Key Boxes are to be located no higher than 60 inches above finished grade.

(ll) Section 507.1 is amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, building or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where property is subdivided with or without the creation of public or private streets for the express purpose of providing said subdivided parcels for sale or otherwise permitting separate and/or individual development to occur, an approved water supply capable of supplying the projected fire flow for fire protection shall be provided and extended to serve directly any and all subdivided properties. The projected fire flow will be based on the greatest potential demand posed by any type of occupancy allowed by zoning laws on the projected property.

(mm) Section 507.5.1 is amended to read as follows:

Sec. 507.5.1. Where required. Where a portion of a facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91.5m) from a fire hydrant on a fire apparatus access road, as measured by approved route around the exterior of the facility or building, additional fire hydrants and/or mains shall be provided where required by the fire code official.

Exception:

1. For Group R-3 and Group U Occupancies, the distance requirement shall be 500 feet (122m).

(nn) Section 507.5.2. is amended to include the following new subsection 507.5.2.1 pertaining to required installations:

Sec. 507.5.2.1 Required installations. Fire hydrants installed as a result of any order or permit shall be spaced so that short hose lines can be employed and so there are a sufficient number of fire hydrants within a reasonable distance to obtain the required fire flow as determined using Appendix B. In other than single family residential areas, hydrants shall be spaced so that they are not more than 300 feet (91.5m) apart. For single-family residential areas, hydrants shall be spaced so that they are not more than 500 feet (152.5m) apart and not more than 400 feet (122m) hose lay distance from any structure. Hydrant spacing and hose lay requirements may be modified by the code official when all structures are protected with automatic fire sprinkler systems in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3

Private fire hydrants. All private fire hydrants (those not on the City of Peoria water system and located on private property) must be flushed and maintained annually in accordance with the American Water Works Association, Manual of Water Supply Practices, Installation Field Testing and Maintenance of Fire hydrants, AWWA M17. Selected hydrants, as determined by the Fire Chief, shall be tested to determine Available Fire Flow according to test procedures outlined in the American Water Works Association Manual of Water Supply Practices, Distribution System

Public Fire Hydrants. All public fire hydrants must be flushed and maintained annually in accordance with the American Water Works Association, Manual of Water Supply Practices, Installation Field Testing and Maintenance of Fire hydrants, AWWA M17. Selected hydrants, as determined by the Utilities Director, shall be tested to determine Available Fire Flow according to test procedures outlined in the American Water Works Association Manual of Water Supply Practices, Distribution System Requirements for Fire Protection, AWWA M31.

Fire Hydrants. All fire hydrants shall be wet barrel as defined by AWWA M17 and specified by the City of Peoria Public Works/Engineering Department. Fire Hydrants used in commercial applications shall have two (2) – 2 ½ inch outlet and one (1) – 4

½ inch outlet. Fire Hydrants used in residential (R-3) applications shall have one (1) – 2 ½ inch outlet and one (1) – 4 ½ inch outlet.

(oo) Section 507.5.3 pertaining to Private fire service mains and water tanks shall be amended to read as follows:

507.5.3 Private fire service mains and water tanks. Private fire service mains and water tanks shall be periodically inspected, tested and maintained in accordance with NFPA25 at the following intervals:

1. Private fire hydrants (all types): Inspection annually and after each operation; flow test and maintenance annually.
2. Fire service main piping: Inspection of exposed, annually; flow test every 5 years.
3. Fire service main piping strainers: Inspection and maintenance after each use.
4. Fire hydrant systems. Plans and specifications for fire hydrant systems shall be submitted to the Fire-Medical Department for review and approval prior to construction. Plans and specifications for fire hydrant systems shall be submitted to the Fire-Medical Department for review and approval prior to City Council action on the final subdivision plat, or in the case of an individual building or structure, for review and approval prior to issuance of the building permit. The Fire-Medical Department shall obtain the approval of the Engineering Department on the submitted plans and specifications.
5. Each water service provider, whether municipal or private shall submit to the Fire-Medical Department a map identifying the location of fire hydrants within the service area of the water provider. The map required under this subsection shall be submitted on or before December 31, of each year, and shall be updated by the water service provider as new fire hydrants are installed. On May 31, of each subsequent year, a map identifying the location of the fire hydrants within the service area of the water provider shall be submitted to the Fire-Medical Department.

In the event a water service provider fails to submit the map required under subsection (5) of this section, the Fire-Medical Department is authorized to prepare a map of the fire hydrant locations within the service area of water service provider, and charge the cost of preparation of the map to the water service provider, together with an administrative fee equal to fifteen percent of the cost of preparation of the map.

A water service provider, whether municipal or private having a portion of its service area in which no distribution or service lines are located, shall identify such areas on the map required by this subsection. Such areas shall be exempt from the requirements of Sections 508.1 through 508.4 and Appendix B and C until distribution or service lines are installed by the water service provider.

6. On or before December 31, of each year, each water service provider, whether municipal or private shall have prepared and filed with the City, a plan that: (1) indicates sufficient hydrants on all streets within its water service area containing water utility distribution or service lines to comply with the requirements of International Fire Code, Appendix C-Fire Hydrant Locations and Distribution, including but not limited to Table C105.1 or (2) a five year Capital Improvement Plan indicating plans for the construction of sufficient hydrants on all streets within its water service area containing water utility distribution or service lines to comply with the requirements of International Fire Code, Appendix C- Fire Hydrant Locations and Distribution, including but not limited to Table C105.1 within five (5) years from the date of submission of the plan.

On or before January 10, of each year following submission of the plan, the Fire-Medical Department shall file with the City Clerk, the Directors of Community Development, Utilities Department, Engineering Department and the applicable water provider, a written notice indicating each water service provider who is not in compliance with the requirements of subsection (5) of this section. Upon filing of the written notice with the City Clerk, no building permit shall be issued within the service area of a water service provider who is not in compliance with the requirements of subsection (5) of this section, unless the permit requires an automatic sprinkler system with applicable fire flow requirements complied with to be installed with in the structure.

7. A water service provider that believes a notice has been improperly issued under this section, may appeal the issuance of the notice to the City Manager, by filing a written notice of appeal to the City Manager within ten (10) days after filing of the Notice in subsection (6) with the City Clerk. The City Manager or his designee shall hold a hearing on the appeal within thirty (30) days after filing of the appeal.

(pp) Section 901.2 is amended by deleting Section 901.2.1 in its entirety and enacting the following new subsections.

Sec. 901.2.1 Plans for fire sprinkler systems. Complete plans and hydraulic calculations for fire sprinkler systems installations shall be submitted for review and approval prior to beginning installation, modification or alteration. Plans shall be drawn to

an indicated scale, on sheets of uniform size and shall show, as a minimum the data required by NFPA 13. Water supply data for hydraulic calculations shall be based on the available water supply as determined by flow test information less a 10psi safety factor. An additional copy of these plans shall be submitted in an electronic format suitable to the Fire-Medical Department.

901.2.2 Fire Alarm Plan submittals shall be in accordance with the standard plan review format as provided by the Arizona Automatic Fire Alarm Association. Fire Sprinkler Plan submittals shall be provided in accordance with the standard plan submittal as provided by the Arizona Fire Marshals Association.

901.2.3 Plan Certification for fire alarms and occupant notification. All fire alarm and occupant notification system plans shall be designed by a professional registrant in accordance with the Arizona Board of Technical Registration. Fire alarm installation shop drawings shall bear a review certification of a minimum NICET Level III in Fire Alarms.

901.2.4 Plan certifications for fire sprinkler systems. All fire sprinkler system plans shall be designed by a professional registrant in accordance with the Arizona Board of Technical Registration. Fire sprinkler installation shop drawings shall bear a review certification of a minimum NICET Level III in Fire Sprinklers.

901.2.5 Plan certification for all other fire protection systems. Plan certification for all other fire protection systems will be accompanied by a certification of competence when required.

901.2.6 On-Site Plans. Plans and specifications shall be submitted to the Fire-Medical Department for review and approval prior to construction. One set of Fire-Medical Department approved plans shall be on the job site for each inspection.

(qq) Section 901.4. Installation is amended to read as follows:

901.4 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. Systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

(rr) Section 901.6 is amended by adding the following new subsections 901.6.3 Testing and 901.6.4 Qualifications of Testing Personnel which shall read as follows:

901.6.2.2 Records. All individuals/businesses performing tests, maintenance, or repair on any fire protection system shall forward itemized reports of such work to the Fire Code Official within 30 days of the work performed.

Exception: R3 and R5 occupancies not including residential care facilities.

Section 901.6.3 Testing. All fire protection systems and fire extinguishers (fire alarms; fire hydrants; fire sprinklers; standpipes; Halon systems and other special types of automatic fire extinguishing systems; basement pipe inlets; and other fire-protection systems and appurtenances) shall be tested annually or as required by nationally recognized standards. System test certification shall be retained by the occupant of the building where the system is located and a copy mailed to the Peoria Fire-Medical Department, Fire Prevention Division. These systems shall be inspected, tested and maintained by a contractor holding a permit from the City of Peoria Fire Prevention Division.

Section 901.6.4 Qualifications of Testing Personnel. All permitted personnel must meet one or more of the qualifications listed in Section 901.11.2 of these amendments.

(ss) Section 901.7. Systems out of service is amended to read as follows:

901.7 Systems out of service. Where a required fire protection system is out of service, the Fire-Medical Department and the fire code official shall be notified immediately, and where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with at least one approved means for notification of the Fire-Medical Department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

No required fire sprinkler system or fire alarm system shall be placed out of service for more than 8 hours in any one day without written authorization by the fire code official.

(tt) Section 901.10 is amended by adding Section 901.11.2 as follows:

Section 901.11.2 Each fire protection system installation, modification, or inspection job shall receive "direct supervision" from a "competent on-site person" or persons possessing the following necessary approvals:

Section 901.11.2.1 For Fire Alarm installation, modification, or inspections one or more of the following:

1. National Institute of Certification in Engineering Technology (NICET) fire alarm level II;
2. Successful completion of Local Exam; or
3. Other certification acceptable to the Fire Code Official.

Section 901.11.2.2 For Fire Sprinkler System and underground fire line installation, modification, or inspections one or both of the following:

1. National Institute of Certification in Engineering Technology (NICET) fire sprinkler level II; or
2. Successful completion of Local Exam; or
3. Other certification acceptable to the Fire Code Official.

Section 901.11.2.3 For Fire Special Hazard Fire System installation, modification or inspection for one or more of the following:

1. National Institute of Certification in Engineering Technology (NICET) special hazards suppression systems level II; or
2. Successful completion of Local Exam; or
3. Other certification acceptable to the Fire Code Official.

Section 901.11.2.4 The “competent on-site person” shall have in their possession documentation of their qualifications and a picture I.D. These documents must be presented to the Fire Code Official or designated representative upon request.

(uu) Section 903.2. Where required is amended to read as follows:

Sec. 903.2 All commercial occupancies for which a building or construction permit is obtained shall be equipped throughout the entire structure with a fully automatic sprinkler system meeting the requirements of NFPA 13.

EXCEPTION: The exception in this section is to be numbered as subsection 1 and the following subsections are to be added:

2. Unattached outer buildings two-hundred (200) square feet or less do not require fire sprinklers. Unattached outer buildings of two hundred (200) square feet or less shall be located three (3) feet or more from any structure on the property.
3. Vehicle parking, gasoline dispensing island canopies and porte cocheres not attached to and at least three (3) feet or more from any structure.
4. Public restrooms associated with parks, playgrounds and golf courses provided all of the following items are met:
 - i. The structure is to be of Type I fire resistive construction as defined in the *International Building Code*.
 - ii. The structure shall be limited to a maximum of six hundred twenty five (625) square feet.
 - iii. No combustible material shall be used or stored in the structure.

iv. This is to include light fixtures and any other construction material. No storage of landscape material or other park equipment, such as lawn mowers, gasoline, fertilizers, etc. shall be permitted within the structure with the exception of restroom supplies in quantities sufficient to support only the needs of the structure.

v. No other structures are to be built within one hundred (100) feet of the exempted restrooms.

vi. No additions to or modifications changing the buildings use or character shall be permitted without requiring a full fire suppression system being installed.

5. Temporary use buildings (i.e.: construction trailers, sales trailers, etc.) as approved by the Fire Code Official.

(vv) Section 903.3 is amended to add the following subsection:

903.3.8 Identification of sprinkler system capabilities and limitations. An adhesive label shall be permanently installed at or adjacent to each sprinkler riser. When a building contains more than four risers, the sign shall be located at an approved location inside the building. When sprinkler risers are located outside of the building, the sign shall be stamped metal. The minimum sign dimension is 6-inches high by 4-inches wide. The sign shall specify the capabilities and limitations of the automatic sprinkler system. The sign shall include the following information:

1. The design base or basis, including the edition used.
2. A statement indicating if the sprinkler design is the control mode density area method, control mode specific application, suppression mode, or any combination thereof.
3. When used, all of the storage conditions stipulated NFPA 13, Section 12.7 for special designs.
4. The maximum storage height.
5. The minimum required aisle width.
6. If storage is in racks, the maximum rack width and minimum transverse and longitudinal flue widths.
7. Commodities that can be protected by the automatic sprinkler system.
8. Commodities that cannot be protected by the automatic sprinkler system.
9. Limits on storage heights of idle wood and plastic storage.
10. Limits on storage heights of miscellaneous Group A plastic, tire and rolled paper storage.
11. Locations where in-rack sprinklers are required.

12. Locations where horizontal and/or vertical barriers are required.
13. Information explaining the manufacturer, sprinkler identification number, k-factor, and operating temperature of the overhead sprinklers protecting the high pile storage.

(ww) Section 903.2.2 is amended to read as follows:

Sec. 903.2.2 Group E. An automatic fire sprinkler system shall be provided throughout all Group E Occupancies.

(xx) Section 903.2.8 "Group R" is amended by adding the following subsections which shall read as follows:

903.2.8.1 Group R Division 2 Occupancies.

903.2.8.1.1 New Construction: All new Group R, Division 2 occupancies shall be required to install a residential fire sprinkler system for the FIRE AREA of the building. If any portion of a patio has livable space directly above the patio, the patio shall have sprinkler protection below the livable space.

903.2.8.1.2 Remodeling: If an existing Group R, Division 2 occupancy requires a City permit to modify the structure, then the existing and new portions of the occupancy shall be required to have a residential fire sprinkler system if any one or more of the following conditions exist:

903.2.8.1.2.1 The FIRE AREA square footage of the building, including the remodel, is five thousand (5,000) square feet or greater.

903.2.8.1.2.2 Fire flows to the entire building cannot be met in accordance with Appendix B Fire Flow Requirements For Buildings and Table B105.1 Minimum Required Fire Flow and Flow Duration For Buildings.

903.2.8.1.2.3 The occupancy is not connected to a public or public service corporation water system.

903.2.8.2 Group R, Division 3 Occupancies.

903.2.8.2.1 Group R, Division 3 Occupancies South of and immediately adjacent to the centerline of Dixileta Road alignment and East of the Agua Fria River. In any new Group R, Division 3 occupancies located South of Dixileta Road alignment and East of the Agua Fria River alignment where the FIRE AREA square footage of the building is five thousand (5000) square feet or greater, an automatic sprinkler system shall be installed throughout the building.

903.2.8.2.1.1. **Exception:** Residential sprinklers shall be permitted to be omitted from such occupancies if both of the following conditions are met: (1) the FIRE AREA square footage is less than five thousand (5000) square feet, and (2) the required fire flows are met in accordance with Appendix B-Fire Flow Requirements For Buildings and Table B105.1 Minimum Required Fire Flow and Flow Duration For Buildings.

If the fire flows cannot be met, a residential sprinkler system shall be installed.

903.2.8.2.1.2 **Remodeling:** If an existing occupancy is to be changed by the enclosure of existing patios, porches, entry ways, or by the addition of new enclosed space which increases the total square footage of the Fire Area as defined in this Code to Five Thousand (5,000) square feet or greater, then this requirement shall apply.

903.2.8.2.1.3 **Livable Space Above Patios:** If a residence has sprinkler protection and any portion of a patio has livable space directly above the patio, the patio shall have sprinkler protection below the livable space.

Exception: FIRE AREA shall exclude covered unenclosed patios if there is no livable space directly above.

903.2.8.2.1.4 **Home Buyer Option:** In any new Group R, Division 3 occupancies located South of the Dixileta Road alignment and East of the Agua Fria River alignment, each builder, contractor or developer shall offer to each home buyer as an option, at the time of purchase, a residential fire sprinkler system.

903.2.8.2.1.4.1 The option shall include a competitive cost of installing an automatic fire sprinkler system equipped with residential fire sprinkler heads for the FIRE AREA of the structure. This option is to be included on the development list of options.

903.2.8.2.1.4.2 The builder, contractor or developer shall provide to each home buyer a copy of educational materials prepared by the City on residential fire sprinkler systems with each model price list.

903.2.8.2.1.4.3 A signed affidavit, using a form approved by the Peoria Fire-Medical Department, by the buyer indicating that this option was offered shall be retained by the developer at his home office, available for inspection by the City for a period of one (1) year from the time of closure of the residence.

903.2.8.2.2 Group R, Division 3 Occupancies North of and immediately adjacent to the centerline of Dixileta Road Alignment and West of the Agua Fria River.

903.2.8.2.2.1 New Construction: In all new Group R, Division 3 occupancies located North of the Dixileta Road alignment and West of the Agua Fria River alignment, an automatic sprinkler system shall be installed throughout the building.

903.2.8.2.2.2 Remodeling: If an existing Group R, Division 3 occupancy located North of the Dixileta Road alignment and West of the Agua Fria River alignment requires a City permit to modify the structure, then the existing and new portions of the occupancy shall be required to have a residential fire sprinkler system if any one or more of the following conditions exist:

903.2.8.2.2.2.1 The FIRE AREA square footage of the building, including the remodel, is five thousand (5,000) square feet or greater.

903.2.8.2.2.2.2 Fire flows to the entire building cannot be met in accordance with Appendix B Fire Flow Requirements For Buildings and Table B105.1 Minimum Required Fire Flow and Flow Duration For Buildings.

903.2.8.2.2.2.3 The occupancy is not connected to a public or public service corporation water system.

903.2.8.2.3 Wildland/Urban Interface. In Group R, Division 3 occupancies in areas that are classified by the code official as Wildland/Urban Interface, if an occupancy has a private or shared drives leading to one or more single family dwelling, the occupancy shall be required to install a residential fire sprinkler system for the FIRE AREA of the building.

903.2.8.2.4 Water Supply. In Group R, Division 3 occupancies that are new or require a City permit to modify the structure, regardless of location, if they are not connected to a public or public service corporation water system and are on a private well, an automatic sprinkler system shall be installed throughout the building. If any portion of a patio has livable space directly above the patio, the patio shall have sprinkler protection below the livable space.

903.2.8.3 Group R, Division 4 Occupancies.

903.2.8.3.1 New Construction: All new Group R, Division 4 occupancies licensed by the Arizona Department of Health Services for more than five (5) residents or day care shall be required to install a residential fire sprinkler system for the FIRE AREA of the building. If any portion of a patio has livable space directly above the patio, the patio shall have sprinkler protection below the livable space.

903.2.8.3.2 Remodeling: If an existing Group R, Division 4 occupancy that is licensed by the Arizona Department of Health Services for more than five (5) residents or day care requires a City permit to modify the structure, then the existing and new portions of the occupancy shall be required to have a residential fire sprinkler system.

903.2.8.4 Urban-Wildland Interface Area. All Group R Occupancies in an Urban-Wildland Interface Area shall comply with the 2012 International Urban-Wildland Interface Code and the following:

903.2.8.4.1 Definitions: See subsection u, Section 202 for definitions.

903.2.8.4.2 Determination of Requirements: *To determine specific fire service feature requirements for Urban Wildland Interface areas based upon access grades to the structure or parcel, Table 9-33(d) shall be used.*

(yy) Section 903.4.1. Monitoring, is amended to read as follows:

903.4.1 Signals. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an Underwriters Laboratory listed or Factory Mutual approved central station, remote supervising station, or proprietary supervising station as defined in NFPA 72. As an alternative, when approved by the Fire Code Official, such signals shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Backflow prevention device test valves, located in the limited area sprinkler system supply piping, shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

(zz) Section 906.1 is amended by repealing the exception in its entirety.

(aaa) Section 906.2 is amended by repealing the exception in its entirety.

(bbb) Section 907.2. Where required-new buildings and structures is amended to read as follows:

Section 907.2. Where required-new buildings and structures. An approved manual, automatic, or manual and automatic fire alarm system shall be provided in all new buildings

and structures and in accordance with Sections 907.2.1 through 907.2.23. Where automatic sprinkler protection is installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms, where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.

(ccc) Section 908.7 is amended to include the following subsections which shall read as follows:

908.7.2 Additions, alterations or repairs to these Occupancies. When the valuation of an addition, alteration or repair to a Group R or I Occupancy exceeds \$1000.00, a permit is required, or when Gas (Natural or LPG), Oil, Kerosene or Wood burning appliances are added to the structure a carbon monoxide alarm and detection system shall be installed in accordance with Section 908.7.

(ddd) Section 1030.3 Obstructions is amended by adding the following subsections 1030.3.1 and 1030.3.2 which shall read as follows:

1030.3.1 The required width of a means of egress is defined as the total width of the corridor, exit, exit access, and exit discharge that was designed in the structure or building when it was constructed.

1030.3.2 Storage in any part of a means of egress, corridor, exit, exit access, or exit discharge is prohibited.

(eee) Section 1103.5 is hereby amended and shall read as follows:

1103.5 Sprinkler systems.

An automatic fire sprinkler system shall be provided in existing buildings in accordance with Sections 1103.5.1, 1103.5.2 and Table 1103.5.1 if the square footage requirements of Table 1103.5.1 are met by either a change in use or an increase in the total square footage.

EXCEPTION:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas

are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1 hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2 hour horizontal assemblies constructed in accordance with Section 712 of the International Building Code or both.

2. Unattached outer buildings two-hundred (200) square feet or less do not require fire sprinklers. Unattached outer buildings of two hundred (200) square feet or less shall be located three (3) feet or more from any structure on the property.
3. Vehicle parking, gasoline dispensing island canopies, and Porte cocheres not attached to and at least three (3) feet from the building shall.
4. Public restrooms associated with parks, playgrounds and golf courses, provided all of the following items are met:
 - i. The structure is to be of Type I Fire Resistive construction as defined in the *International Building Code*.
 - ii. The structure shall be limited to a maximum of six hundred twenty five (625) square feet.
 - iii. No combustible material shall be used or stored in the structure; this is to include light fixtures and any other construction material. No storage of landscape material or other park equipment, such as lawn mowers, gasoline, fertilizers, etc. shall be permitted within the structure, with the exception of restroom supplies, in quantities sufficient to support only the needs of the structure.
 - iv. No other structures are to be built within one hundred (100) feet of the exempted restrooms.
 - v. No additions to or modifications changing the buildings use or character shall be permitted without requiring a full suppression system being installed.
5. Temporary use buildings (i.e.: construction trailers, sales trailers, etc.) as approved by the Fire Code Official.

**TABLE 1103.5.1
FIRE SPRINKLER REQUIREMENTS WITH CHANGE OF OCCUPANCY OR BUILDING INCREASE
EXISTING NON-SPRINKLERED BUILDINGS**

Existing Occupancy	Occupancy	Proposed Final Occupancy																
		A-1	A-2	A-3	A-4	A-5	B	E	F-1	F-2	H-1 through H-5	I-1 through I-4	M	R-1 And R-2	R-3	R-4	S-1	S-2(8)
Hazard Level 1	A-1	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	A-2	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	A-3	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	A-4	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	A-5	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	H-1	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	H-2	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	H-3	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	H-4	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	H-5	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	I-1	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	I-2	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	I-3	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	I-4	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	R-1	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
	R-2	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000
R-3	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	5,000	0	12,000	12,000	
R-4	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
Hazard Level 2	F-1	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
	S-1	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
Hazard Level 3	E	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
	F-2	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
	S-2	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
Hazard Level 4	B	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	
	M	12,000	5,000	12,000	12,000	1,000	12,000	12,000	12,000	0	0	12,000	0	NP	0	12,000	12,000	

Footnotes:

- The top row is the proposed final occupancy for the building and/or suite.
- The left column is the existing occupancy to be changed from.
- If the new occupancy square footage exceeds the limits shown, a fire sprinkler system is required to be installed throughout the entire building.
- For multi tenant buildings, occupancy requirements for the fire sprinkler system shall be based on the highest Hazard Level occupancy in use in the structure.
- Only one (1) change in occupancy or increase in the building square footage is allowed. The 2nd change in occupancy or increase in the building square footage shall require the installation of a fire sprinkler system throughout the entire building.
- NP = Not Permitted.
- Hazard Level 1 is the highest fire hazard rating and Hazard Level 4 is the lowest fire hazard rating.
- Any change in occupancy to, or increase in, the square footage for a Group S-2 enclosed parking garage will require an automatic fire sprinkler system to be installed.
- Occupancies with a Fire Barrier constructed per *International Building Code (IBC)*, section 706 requirements can be considered as separate fire areas.

(fff) Section 3312.1 is amended and shall read as follows:

3312.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available before combustible material arrives on the site. The minimum fire flow requirement when a contractor or developer brings combustible materials on site is 1,500 gpm at 20 psi. At least one fire hydrant shall be within 500 feet of any combustible materials and capable of delivering the minimum fire flow requirement. Any hydrant may be either temporary or permanent as the project schedule permits. In addition, there are times when hydrants and valves must be closed temporarily for repair work or construction of the water system. The developer/contractor is responsible for ensuring that the water supply is available at all times. When the work is complete, developer/contractor shall coordinate with the Utilities Department to make sure that the fire hydrants are active and the valves are open.

(ggg) Section 2308.3 is amended by adding the following subsection 2308.3.2 Vehicle impact protection.

Section 2308.3.2 Vehicle impact protection. Vehicle impact protection for CNG gas storage containers, pumps and dispensers shall be provided in accordance with section 2306.4.

(hhh) Section 3504.2.6 Fire extinguishers is amended to read as follows:

3504.2.6 Fire extinguisher. A minimum of one portable fire extinguisher complying with Section 906 and with a minimum 2-A:20-B:C rating shall be readily accessible within 30 feet (9144 mm) of the location where hot work is performed and shall be accessible without climbing stairs or ladders.

(iii) Section 5001.5 Permits is amended to read as follows:

5005.5 Permits. Permits shall be required as set forth in Sections 105.6 and 105.7.

When required by the fire code official, permittees shall apply for approval to permanently close a storage, use or handling facility. Such application shall be submitted at least 30 days prior to the termination of the storage, use or handling of hazardous materials. The fire code official is authorized to require that the application be accompanied by an approved facility closure plan in accordance with Section 5001.6.3.

Definitions:

Group 0: No Hazardous Materials on site.

Group 1: Special Information is required to be submitted by any facility that has quantities of chemicals greater than the permitted quantities as listed in the International Fire Code, but less than the following:

- a) 55 gallons of a liquid
- b) 500 pounds of a solid
- c) 200 cubic feet of a gas
- d) 2,500 pounds of an aerosol product.

Special Information that must be submitted shall include:

- a) A hazardous materials classification form.
- b) A hazardous materials inventory statement (HMIS).

Group 2: Special information is required to be submitted by any facility that has quantities of chemicals on site greater than the following but less than the exempt amounts as determined by the International Fire Code:

- a) 55 gallons of a liquid.
- b) 500 pounds of a solid.
- c) 200 cubic feet of a gas.
- d) 2,500 pounds of an aerosol product.

Special Information that must be submitted shall include:

- a) A hazardous materials classification form.
- b) A hazardous materials inventory statement (HMIS).
- c) A hazardous materials storage plan.

Group 3: Special information comprised of a Hazardous Materials Management Plan (HMMP) shall be submitted whenever:

- a) Hazardous Materials exceed exempt amounts specified in IFC
- b) IFC requires detached storage.
- c) The building or site has multiple International Building Code Group H occupancy classifications.
- d) The facility is a Group H-5 Semiconductor facility.
- e) SARA Title III extremely hazardous substance is used, handled or stored on site in quantities requiring an IFC permit and which are above threshold planning quantities.
- f) When otherwise determined necessary by the Fire Marshal because of unique circumstances.

(jjj) Section 5001.5.1 Hazardous Materials Management Plan is amended to read as follows:

5001.5.1 Hazardous Materials Management Plan. When required by the fire code official, each application for a permit shall include a Hazardous Materials Management Plan (HMMP). The HMMP shall include a facility site plan and include the information set forth below.

HMMP shall be submitted annually upon renewal of the Operational Permit or more often if the hazardous material amounts change by greater than 10% in any single category or overall. HMMP shall be submitted electronically in a format acceptable to the Peoria Fire-Medical Department. The submittal shall be required to determine Fire Code Permitting criteria for storage, use, and/or handling of hazardous materials within the City of Peoria. Any electronic submittal is acceptable as long as the data will import or interface with the software program currently being used by the Fire-Medical Department. Electronic reporting shall be required for all new and existing facilities upon permit renewal.

1. Storage and use areas.
2. Maximum amount of each material stored or used in each area.
3. Range of container sizes
4. Locations of emergency isolation and mitigation valves and devices.
5. Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low pressure fuel gas lines.
6. On and off positions of valves for valves that are of the self indicating type.
7. Storage plan showing the intended storage arrangement, including the location and dimensions of aisles.
8. The location and type of emergency equipment. The plans shall be legible and drawn approximately to scale. Separate distribution systems are allowed to be shown on separate pages.

(kkk) Section 5001.5.2 Hazardous Materials Inventory Statement is amended to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include an HMIS, such as SARA

(Superfund Amendments and Reauthorization Act of 1986) Title III, Tier II Report, or other approved statement. The HMIS shall include the information set forth below.

A HMIS shall be submitted annually upon renewal of the operational permit or more often if the hazardous material amounts change by greater than 10% in any single category or overall. HMIS shall be submitted electronically in a format acceptable to the Peoria Fire-Medical Department. The submittal shall be required to determine Fire Code Permitting criteria for storage, use, and/or handling of hazardous materials within the City of Peoria. Any electronic submittal is acceptable as long as the data will import or interface with the software program currently being used by the Fire-Medical Department. Electronic reporting shall be required for all new and existing facilities upon permit renewal.

1. Manufacturer's name.
2. Chemical name, trade names, hazardous ingredients.
3. Hazard classification.
4. MSDS or equivalent.
5. United Nations (UN), North America (NA) or the Chemical Abstract Service identification number.
6. Maximum quantity stored or used on site at one time.
7. Storage conditions related to the storage type, temperature and pressure.

(III) Section 5003.5 Hazard Identification Signs is amended and shall read as follows:

5003.5 Hazardous Identification Signs. Unless otherwise exempted by the fire chief, visible hazardous identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit or as required by the fire code official at specific entrances and locations designated by the fire code official.

(mmm) Section 5601.2.4 is amended by adding Section 5601.2.4.3 which shall read as follows:

5601.2.4.3 Notification requirements. Prior to conducting blasting operations or fireworks displays the permit holder is required to notify all residents within a 2,000 ft. radius of the property line of the property subject to the permit.

(nnn) Section 3308.11 is amended to read as follows:

Sec. 3308.11 Retail display and sale. It is unlawful to sell, use or possess for use consumer fireworks. Fireworks may only be possessed by a person having a validly issued permit from the Fire Code Official for a display permitted on a specific date.

(ooo) Section 5308 is hereby added with the following:

SECTION 5308 COMPRESSED GAS SYSTEMS UTILIZING CARBON DIOXIDE

5308.1 Scope. Carbon Dioxide used for beverage dispensing systems, whether stored as a liquid or gas, shall be required to obtain all necessary permits for all new and existing systems installed.

5308.2 Permits. The following permits are required:

5308.2.1 Operational Permit. An Operational Permit is required to store, use or handle a previously approved compressed gas system utilizing carbon dioxide in excess of 500 cubic feet NTP. Operational Permits are issued for a period of one (1) year and must be renewed on an annual basis. A permit application and a Compressed Gases Permit Checklist are to be completed and submitted to the Fire Prevention Division along with the appropriate fee for this permit.

5308.2.2 Construction Permit. A construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, close or substantially modify a compressed gas system utilizing carbon dioxide in excess of 500 cubic feet NTP whether new or existing. A permit application, floor plan, data sheets, Compressed Gases Permit Checklist, and HMIS statement are to be completed and submitted to the Building Development Division along with the appropriate fee. Applications are then routed to the Fire Prevention Division for review and permitting.

5308.3 General Carbon Dioxide System Requirements. The following requirements apply to all compressed gas systems utilizing carbon dioxide. These requirements are to be incorporated into the submittal process for the construction permits and are subject to inspection comments.

5308.3.1 Venting. All venting is to be piped to the outside atmosphere.

5308.3.2 Anchoring. When used, insulated liquid carbon dioxide containers are to be anchored to the slab.

5308.3.3 Movement. When used, high pressure compressed gas carbon dioxide cylinders are to be properly secured from movement.

5308.3.4 Hose and fittings. All hoses and fittings used on the system are to be manufacturer approved.

5308.3.5 Warning signs. Warning signs are to be provided.

5308.3.6 Slave cylinders. When using high pressure compressed gas cylinders, only one (1) cylinder can be connected into the beverage system at a time. A second cylinder can be connected as long as a three way transfer switch is used so that no more than one (1) cylinder can be used at a time. This option will not require a permit from the Fire Department.

5308.4 Design Requirements. Where ever carbon-dioxide is used in a compressed gas system, the following provisions are to be incorporated into the system design. This will apply whether the carbon-dioxide for the system is stored as a gas or in a liquid form. The submittals are to address the following requirements and are to include a floor plan drawing showing the location of all major components along with providing data sheets for the equipment provided.

5308.4.1 Detection. A carbon dioxide gas detection system is to be provided. The detector is to be installed per the manufacturer's instructions. A minimum of one (1) detector is required to be placed by the cylinder or where the pressure regulators are located, if the cylinder is located outside. If the building has areas that are lower than the grade level, additional detection devices are to be provided.

5308.4.2 Local alarm. A local alarm and strobe are to be provided. The alarm device is to provide a minimum 75 dBA at 10 feet. The strobe is to provide a minimum 100 Cd. The devices are to be located in an area that will alert the occupants of the building.

5308.4.3 Monitoring. The carbon-dioxide gas detection system is to be monitored in one of the following manners.

5308.4.3.1 New buildings. For buildings that are constructed new, the building fire alarm system shall be designed to monitor two (2) points on the gas detection system. The building fire alarm system shall be capable of reporting specific signals to the Central Station for the following alarms. These signals are in addition to the other required signals to be sent to the Central Station.

5308.4.3.1.1 Supervisory signal. A supervisory signal is to be sent when the gas detector activates at 1.5%. This shall provide

a supervisory signal at the fire alarm control panel and shall report a supervisory signal to the Central Station.

5308.4.3.1.2 Alarm signal. An alarm signal is to be sent when the gas detector activates at 3%. This shall provide an alarm signal at the fire alarm control panel, provide full building evacuation and shall report a “**CO-2 Alarm**” signal to the Central Station.

5308.4.3.2 Existing buildings with a capable fire alarm system. For buildings that are existing, the building fire alarm system is to be evaluated to determine the capability of monitoring the gas detection system. If capable, the building fire alarm system shall be designed to monitor two (2) points on the gas detection system. The building fire alarm system shall be capable of reporting specific signals to the Central Station for the following alarms. These signals are in addition to the other required signals to be sent to the Central Station.

5308.4.3.2.1 Supervisory signal. A supervisory signal is to be sent when the gas detector activates at 1.5%. This shall provide a supervisory signal at the fire alarm control panel and shall report a supervisory signal to the Central Station.

5308.4.3.2.2 Alarm signal. An alarm signal is to be sent when the gas detector activates at 3%. This shall provide an alarm signal at the fire alarm control panel, provide full building evacuation and shall report a “**CO-2 Alarm**” signal to the Central Station.

5308.4.3.3 Existing buildings without a capable fire alarm system. For buildings that are existing, the building fire alarm system is to be evaluated to determine the capability of monitoring the gas detection system. If the building fire alarm system is not capable of monitoring and transmitting a separate signal to the Central Station, the building fire alarm system shall report the following signals to the Central Station for the following alarms. These signals are in addition to the other required signals to be sent to the Central Station.

5308.4.3.3.1 Supervisory signal. A supervisory signal is to be sent when the gas detector activates at 1.5%. This shall provide a supervisory signal at the fire alarm control panel and shall report a supervisory signal to the Central Station.

5308.4.3.3.2 Alarm signal. An alarm signal is to be sent when the gas detector activates at 3%. This shall provide an alarm

signal at the fire alarm control panel, provide full building evacuation and shall report an alarm signal to the Central Station.

5308.4.3.3.3 Exterior alarm device. An alarm device is to be installed outside the building at the Fire Department entrance to notify personnel of a CO-2 activation. This device shall be labeled as a CO-2 alarm and shall activate upon activation of the CO-2 sensor.

5308.4.3.4 Existing buildings without a fire alarm system. For buildings that do not have a building fire alarm system, the following is to be provided.

5308.4.3.4.1 Exterior alarm device. In addition to the CO-2 detection and alarms inside the building, an additional alarm device is to be located outside the building at the Fire Department entrance to notify personnel of a CO-2 activation. This device shall be labeled as a CO-2 alarm and shall activate upon activation of the CO-2 sensor.

5308.5 Permit Submittal Requirements. The following items are to be provided when submitting for the Construction Permit. Submittals that are not complete will not be accepted. The submittals will need to coordinate with the Carbon Dioxide provider and the Fire Alarm Company.

5308.5.1 Floor plan. Floor plan of the building showing the following major components:

1. Carbon Dioxide cylinder/container location.
2. Pressure regulator location.
3. Fill port location.
4. Vent pipe location.
5. Carbon Dioxide sensor location.
6. Carbon Dioxide alarm devices locations.

5308.5.2 Data sheets. Data sheets are to be provided for all major components.

5308.5.3 Fire alarm connections. In buildings that have a fire alarm system, the connection to the fire alarm system is to be shown.

NOTE: Work is to be performed by a contractor with an approved Fire Protection Contractors Permit with the Fire Department. The fire alarm work can be shown on the same floor plan as the CO-2.

1. Fire alarm panel location.
2. Method of connections.
3. Data sheets.

5308.5.4 Compressed gas checklist. A Compressed Gas Checklist is to be completed and submitted.

5308.5.5 Permit application. A Permit Application is to be completed and submitted by.

1. Carbon Dioxide provider.
2. Fire Alarm Company.

5308.5.6 HMIS statement. A HMIS Statement is to be completed and submitted.

(ppp) Chapter 80 is amended to include the following reference standards:

- NFPA 37 – 2010 Stationary Combustion Engines and Gas Turbines
- NFPA 45 – 2011 Fire Protection for Laboratories Using Chemicals
- NFPA 75 – 2013 Protection of Information Technology Equipment
- NFPA 76 – 2012 Telecommunication Facilities
- NFPA 82 – 2009 Incinerators, Waste and Linen Handling Systems and Equipment
- NFPA 88A – 2011 Parking Structures
- NFPA 91 – 2010 Exhaust Systems for Air Conveying of Gases, etc.
- NFPA 92A – 2012 Smoke Control Systems
- NFPA 96 – 2011 Ventilation Control and Fire Protection of Commercial Cooking

Operations

- NFPA 291 – 2013 Fire Flow Testing and Marking of Hydrants
- NFPA 418 – 2011 Heliports
- NFPA 610 – 2014 Motorsports Venues
- NFPA 820 – 2012 Fire Protection in Wastewater Treatment and Collection

Facilities

- NFPA 1141 – 2012 Infrastructure for Land Development in Suburban and Rural

Areas

- NFPA 2010 – 2010 Fixed Aerosol Fire Extinguishing Systems

(qqq) Section D103.4 is amended to read as follows:

Section D103.4 Dead ends. Dead end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4 and Chapter 5 of NFPA 1141 – 2012.

~~(eeerrr)~~ D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

~~(pppsss)~~ D103.6.2 Roads 26 to 28 feet in width. Fire apparatus access roads 26 feet wide (7925 mm) to 28 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.

~~(rrrttt)~~ Section D105 is amended by adding the following subsection D105.4 which shall read as follows:

Section D105.4 Buildings exceeding 30 feet (9144 mm) in height above the lowest level of Fire-Medical Department access shall meet the requirements listed in Section D104.1.

Exception: Apartment buildings equipped with an NFPA 13R sprinkler system.

~~(sssuuu)~~ Section D107.1 is amended to read as follows:

Section D107.1 One or two family dwelling residential developments. Developments of one or two family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of Section D104.3 and Chapter 5 of NFPA 1141 – 2012.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the Fire Code Official.

SECTION 12. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-42 pertaining to Fire-Medical Department; codes; violations and penalties and which shall read as follows:

Sec. 9-42. Fire-Medical Department; codes; violations and penalties.

(a) The remedies herein are cumulative and the city may proceed under one or more such remedies.

(b) Any owner, responsible party or other person having control over a structure or parcel of land, who causes, permits, facilitates or aids or abets any violation of any provision of this chapter, unless specifically provided otherwise or who fails to perform any act or duty required by this chapter is subject to a civil sanction of not less than Seventy-Five dollars (\$75.00) Nor more than two thousand, five hundred dollars (\$2,500.00).

(c) Any owner, responsible party or other person having control over a structure or parcel of land, who causes, permits, facilitates or aids or abets any violation of any provision of this chapter, unless specifically provided otherwise or who fails to perform any act or duty required by this chapter is guilty of a class one misdemeanor.

(d) The owner of record as recorded in the maricopa county recorder's office shall be presumed to be a person having lawful control over a structure or parcel of land. If more than one person shall be recorded as the owner of the property, such persons shall be jointly and severally presumed to be persons having control over a parcel of land.

(e) Each day any violation of the provisions of this chapter or the failure to perform any act or duty required by this chapter is guilty of a class one misdemeanor.

(f) It is an affirmative defense for an owner of record that any violation of this chapter was caused by an act or acts of a lessee or tenant who was a resident of the property on the date the violation is alleged to have occurred. Such affirmative defense must be filed in the office of the city attorney at least twenty days in advance of the date set for trial.

(g) Any person who shall violate any of the provisions of this code or fail to comply therewith, or shall violate or fail to comply with any order made thereunder, or shall build, in violation of any detailed statement of specifications or plans submitted and approved thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by a City Hearing Officer or by a court of competent jurisdiction, within the time fixed herein shall severely for each and every violation and non-compliance respectively, be guilty of a class one misdemeanor, punishable by a fine of not more than Two Thousand, Five Hundred (\$2,500.00) dollars or by imprisonment, not to exceed six (6) months or by both such fine and imprisonment. Each day that a violation continues unabated shall be a separate offense punishable as herein above described.

(i) The correction of the violation under this chapter shall not be held to prevent the enforcement of the violation in accordance with this section.

(h) Any person who violates a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a Class 1 Misdemeanor punishable by a fine or by imprisonment, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 13. Chapter 9 of the Peoria City Code (1992) is amended by amending Section 9-43 pertaining to Fire-Medical Department; unlawful acts and which shall read as follows:

Sec. 9-43. Fire-Medical Department; unlawful acts

(a) It is unlawful for any person to refuse to obey an official order issued by the fire chief or designee.

(b) It is unlawful for any person to attempt to obstruct or obstruct the operations of the Fire-Medical Department in connection with a suspected or reported fire or other emergency, whether or not such fire or emergency is found to exist, or disobeys any lawful command of the chief or officer of the Fire-Medical Department who is in charge of such operations, or any part thereof, or any police officer assisting the Fire-Medical Department. Such person shall be guilty of a class one (1) misdemeanor.

(c) It is unlawful for any person to operate any vehicle in a negligent, willful or careless manner to permit the same to obstruct the progress of any apparatus of the Fire-Medical Department organization going to a suspected, reported or actual fire or other emergency or who shall willfully damage any hose or apparatus belonging to the Fire-Medical Department. Such person shall be guilty of a class one (1) misdemeanor. The Court shall order restitution to the City for any damage incurred from a violation of this section.

(d) It is unlawful for any person to cause any obstruction to be placed within ten (10) feet of the entrance to any fire station or other place where fire apparatus is stored or with fifteen (15) feet of any fire hydrants.

(e) It is unlawful for any person to load or unload flammable liquids to or from a tank vehicle unless such loading and unloading can be done with the entire tank vehicle located on private property where the loading or unloading is done.

SECTION 14. Chapter 13 of the Peoria City Code (1992) is amended by amending Section 13-85 pertaining to Compliance with lawful orders and directions, interference with inspection, violations, penalties and which shall read as follows:

Sec. 13-85. Compliance with lawful orders and directions, interference with inspection, violations, penalties.

It is unlawful to:

(a) Intentionally, knowingly or recklessly fail or refuse to comply with any lawful order or direction of police officers, traffic investigators, unarmed police aides or of any Fire-Medical Department official.

(b) Intentionally, knowingly or recklessly interferes, prevents, or attempts to interfere or prevent an individual employed by the City or other person contracted for by the city, when the individual is investigating, correcting, or abating a violation of Chapters 12, 13, 14, 17, 20 of this Code, and Chapter 14 of the Peoria City Code (1977).

(c) Violations of this section shall be punished as a class one (1) misdemeanor. The Court shall order restitution to the City for financial loss incurred in the prosecution and enforcement of the provisions of this section.

SECTION 15. Chapter 14 of the Peoria City Code (1992) is amended by amending Section 14-21 pertaining to Motor Vehicles; authority to direct traffic; violations; penalties and which shall read as follows:

Sec. 14-21. Motor Vehicles; authority to direct traffic; violations; penalties.

(a) Peace officers, traffic investigators or unarmed police aides may direct all traffic by voice, hand or signal. Fire-Medical Department personnel when at the scene of a fire, may direct or assist peace officers, traffic investigators or unarmed police aides in directing traffic. For purposes of this section, scene of a fire is defined as those areas adjacent to a fire where traffic must be restricted in the judgment of the Fire Chief in order to permit an adequate response..

(b) A person shall not willfully fail or refuse to comply with any lawful order or direction of a peace officer, traffic investigator, unarmed police aide or Fire-Medical Department personnel when invested by law with authority to direct, control or regulate traffic.

(c) A person who violates this section is guilty of a class 2 misdemeanor.

State law reference(s) -- Obedience to police, A.R.S. §28-622; authority to regulate traffic by means of police officers, A.R.S. §28-627(A)(2).

SECTION 16. Chapter 14 of the Peoria City Code (1992) is amended by amending Section 14-104 pertaining to Parking; impeding traffic and which shall read as follows:

Sec. 14-104. Parking; impeding traffic.

(a) No person shall stop, stand or park any vehicle upon a street or upon a crosswalk in such a manner or under such conditions as to impede the free movement of vehicular traffic or pedestrian traffic crossing the street at a designated crossing point. It shall be presumed that if a

vehicle is parked under such conditions that less than twenty feet of the roadway is available for vehicular traffic that the free movement of traffic is impeded.

(b) It is unlawful to park a motor vehicle, or other vehicle, within an alley or entrance to a private driveway except for the loading or unloading of physically disabled persons, goods or materials. Such loading or unloading shall be accomplished without blocking the alley to the free movement of vehicular traffic and without interfering with or obstruction the use of a fire escape or fire access. A vehicle displaying valid "Disabled Parking" identification may stop, stand or park in an alley while loading or unloading physically disabled persons for a period not to exceed five minutes. A stop for unloading goods or materials shall not exceed thirty minutes, unless an approved extended loading permit is obtained from the police department and prominently displayed in the windshield of the vehicle.

(c) Subsection (a) or (b) of this section does not apply to:

(1) Construction work that has been approved by the Engineering Director or his designee.

(d) Subsection (b) of this section does not apply to:

(1) Loading or unloading any truck trailer or tanker being used as an emergency vehicle for any governmental entity or any entity under the jurisdiction of the Arizona Corporation Commission or as a Fire-Medical Department vehicle, when such vehicle is actually being used in or preparing for an emergency.

(2) Any vehicles owned or operated by the city.

(e) It shall be unlawful for any person to stop, stand or park a vehicle in violation of any sign or marking placed to control parking under this section or in violation of the requirements of this section. Violation of this section shall be a civil traffic violation and shall be punished by a civil sanction.

SECTION 17. Chapter 14 of the Peoria City Code (1992) is amended by amending Section 14-108 pertaining to Loading and unloading trucks and which shall read as follows:

Sec. 14-108. Loading and unloading trucks.

(a) It is unlawful to load or unload, or cause to be loaded or unloaded, any truck, trailer or tanker within three hundred (300) feet of any dwelling or mobile home, situated or located, on properties zoned residential between 10:00 p.m. and 6:00 a.m.

(b) Subsection (a) of this section does not apply to:

(1) Loading or unloading any truck trailer or tanker being used as an emergency vehicle for any governmental entity or public service corporation regulated by the Arizona Corporation Commission as a Fire-Medical Department vehicle, when such vehicle is actually being used in or preparing for an emergency.

(2) Any vehicles owned or operated by the city.

(c) No motor vehicle, including trailers with auxiliary motors for ventilation or refrigeration, shall be parked upon the public streets or alleys of the city with the motors running unless attended and occupied by a qualified driver, or unless it is actively being loaded or unloaded.

SECTION 18. Chapter 16 of the Peoria City Code (1992) is amended by amending Section 16-1 pertaining to Municipal Special Events; Activities; definitions and which shall read as follows:

Sec.16-1. Municipal Special Events; Activities; definitions

(a) Definitions. For purposes of this Section, the following definitions shall apply:

(1) "Special Events Committee" shall mean a committee comprised of designated representatives from involved City departments, specifically the Police Department, Fire-Medical Department, Community Development/Code Compliance, Engineering, Public Works, Community Services, Office of the City Attorney, and any other City organizational unit which may be impacted by a specific proposed Temporary Special Event or Activity.

(2) "Temporary Special Event or Activity" shall mean any of the following organized activities:

a. Any indoor or outdoor public gathering or celebration that uses City-owned property for any of the following activities:

- i. Entertainment.
 - ii. Dancing.
 - iii. Music.
 - iv. Dramatic productions.
 - v. Amusements, festivals, or carnivals.
 - vi. Sale of merchandise, food, or alcohol, including sidewalk sales. If the sale of such items is only incidental to the purpose of an event and the event otherwise does not qualify as a Temporary Special Event or Activity (such as the sale of shirts and hats at a sporting event), then this Section shall not apply to the event.
 - vii. Parades, walks, bicycle rides, or runs that will not comply with the normal or usual traffic regulations or controls or are likely to impede, obstruct, impair, or interfere with the free flow of traffic.
 - viii. Any temporary extension of premises of an existing use.
- b. Any activity taking place on City-owned property which requires a State-issued temporary extension of liquor licenses premises or a special event liquor license.
 - c. Any activity taking place on City-owned property used as a public gathering place that involves a substantial deviation from the current legal land use, or legal nonconforming use, such as provided in subsection (a)(1) above, as determined by the Special Events Committee.
 - d. Any activity taking place on City-owned property which may require for its successful execution City services provided to a degree significantly over and above that routinely provided under ordinary circumstances, as determined by the Special Events Committee.

SECTION 19. Chapter 16 of the Peoria City Code (1992) is amended by amending Section 16-3 pertaining to Municipal Special Events; activities; application review and which shall read as follows:

Section 16-3. Municipal Special Events; activities; application review.

(a) Application Review. The Special Events Committee contact shall send copies of each application and other pertinent material to the full Committee and any

City departments affected by a proposed Temporary Special Event or Activity. Such committee members and departments shall review the application and provide comments on whether the applicant has met, at its own cost, all requirements of the permit process, including those detailed in the application packet, and shall recommend specific stipulations involving any one or more of the following requirements:

- (1) A security plan shall be filed with the Police Department. The security plan shall identify the number of security positions that the event will require. The police department shall establish the number of employees required for the event. The employees may be police assistants or certified peace officers as determined by the Police Chief. All special events held in City owned, leased or controlled facilities shall use only City of Peoria police assistants and City of Peoria certified peace officers, unless the Police Department has determined such employees are not available and granted a waiver of this provision.
 - (2) Erecting security fencing or approved security barriers as required under the approved City Plan.
 - (3) Providing sanitary facilities.
 - (4) Providing refuse removal through City service.
 - (5) Agreeing to pay for any anticipated or unforeseen costs associated with the Temporary Special Event or Activity, including posting a performance bond if required by the City.
 - (6) Applying for and receiving all other necessary City permits and approvals.
 - (7) Taking all measures to provide for fire protection and the health, safety, and welfare of the public, consistent with this Code.
 - (8) Hiring a stated number of City Fire-Medical Department employees who are emergency medical personnel having required certification levels and a stated type and number of City Fire-Medical Department employees and fire protection equipment as determined by the City Fire-Medical Department.
 - (9) Any other requirements necessary to ensure that the Temporary Special Event or Activity is conducted in a safe and appropriate manner.
- (b) Priority of Applications. In reviewing applications for a given time and location, the Special Events Committee shall give priority to annual, semiannual, or other regularly scheduled or recurring special events. If competing applications cannot be resolved on this basis, the Committee shall grant permits to the earliest completed application received for the time and place requested.

(c) Non-Discrimination. The Special Events Committee shall consider each permit application upon its merits and shall not discriminate based upon race, creed, color, ethnicity, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, political party affiliation (or lack thereof), familial status, or marital status.

(d) Content. The Special Events Committee shall not consider the content of the speech, actions or event in reaching its decision on whether to grant the permit or to incorporate any stipulations, unless it determines that such stipulations meet a strict scrutiny test in conformance with the United States Constitution and there is a compelling interest in imposing such stipulations.

(e) Security Services. No City Department shall contract for, hire, employ, retain directly or indirectly any police assistant or certified peace officer for security services for a special event who is not an employee of the Peoria Police Department, without the express written approval of the Police Department.

(f) Committee Decision. After obtaining and considering recommendations from the various Committee members, the Special Events Committee shall issue a written decision to the applicant granting the permit with or without stipulations, unless the Committee determines that the permit should be denied upon a finding that the intended activity would be detrimental to the health, safety or welfare of either the general public or of nearby residents or owners of nearby property, or would place an undue burden on City services. The Committee shall provide a copy of any decision to deny an application to the City Attorney. The Committee's decision must be issued within ten business days of receipt of a completed application. If the Committee fails to act within the ten business day period, the application shall be deemed granted and a permit shall be issued.

(g) Reconsideration. If an applicant disagrees with a decision of the Special Events Committee, the applicant shall file with the City Manager a request for reconsideration of the permit denial or permit stipulations within 15 days from the date of denial. The City Manager then shall issue a written decision within 5 days of the request, which decision is final and subject to judicial review.

(h) Permit Issuance. If the Special Events Committee authorizes issuance of a permit pursuant to Subsection (e), the permit shall not be issued until all of the following conditions are met:

- (1) All applicable City Code and federal and state statutory requirements have been met and all applicable City, state, and federal permits have been obtained;
- (2) The sponsoring organization or authorized representative has signed the application agreeing to indemnify and to hold harmless the City from and against

any and all losses claims or actions resulting from the activities of the applicant's employees, principals, or agents;

(3) The organization directly responsible for the Temporary Special Event or Activity has provided satisfactory evidence of suitable personal injury and property damage insurance or such other insurance as deemed necessary by the City;

(4) The organization has repaid the City all amounts owing pursuant to the terms and conditions of any special event permits previously issued to the applicant.

(5) Any other applicable requirements detailed in the application packet, plus any applicable stipulations contained in the Committee's decision, that are required to be met as pre-conditions before permit issuance.

SECTION 20. Chapter 19 of the Peoria City Code (1992) is amended by amending Section 19-19 pertaining to Employee Organization; Unfair Labor Relations Practices and which shall read as follows:

Sec. 19-19. Employee Organization; Unfair Labor Practices.

(a) The Public Employer is prohibited from:

1. Interference with employee rights under this Chapter.
2. Domination of Employee Organizations.
3. Discrimination against employees for membership in the Employee Organization or for engaging in concerted activities permitted by this Chapter or by applicable law.
4. Retaliation against employees for invoking their rights under this Chapter.
5. Refusing to meet and confer with the Employee Organization or otherwise violating any of the meet and confer requirements contained in Section 19-23 of this Code; provided it shall not be a violation of this subsection for the Public Employer to refuse to meet and confer about economic items after the date set by law for tentative adoption of the annual budget.

(b) Any Employee Organization is prohibited from:

1. Restraining or coercing employees in the exercise of their rights under this Chapter.
2. Causing an employer to unlawfully discriminate against any employee.
3. Refusing to meet and confer with the employer or otherwise violating any of the meet and confer requirements contained in Section 19-23 of this Code.
4. Threatening, coercing, or restraining any person for the objects of forcing the employer to recognize a union, forcing any person to stop doing business with the employer, forcing the employer to meet and confer with an Employee Organization not authorized as the designated representative of a group, or forcing the employer to assign work to a particular Employee Organization, trade or craft.
5. Causing the employer to pay for services not to be performed.
6. Nothing herein shall prohibit an Employee Organization from determining and maintaining its own rules for obtaining or retaining membership rights in said organization so long as said rules do not bear upon any rights to employment with the Public Employer.
7. Commencing or engaging in the discussion of any matters in the meet and confer process with members of the City Council from the time the Employee Organization submits their request for meeting and conferring as provided in Section 19-27 of this code and extending up to the presentation of a Memorandum of Understanding or the Mediator's Report to the Mayor and City Council as provided for in Section 19-28 of this Code.
8. There shall be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of this Code, Ordinances 87-57, 88-13 and 88-14, any Memorandum of Understanding, or any applicable laws.

(c) The expression of any views, arguments, or opinions, or the dissemination thereof whether in written, printed, graphic or visual form, shall not constitute or be evidence of any violation of any provisions of this code, if such expression contains no threat of reprisal or force or promise of benefit.

(d) Written claims of violations of this section shall be filed with the City Clerk Department as an Unfair Labor Practice and shall be adjudicated in the manner provided in Section 19-25 of this code.

(e) The following additional practices are prohibited.

1. Solicitation of members, dues and other internal Employee Organization business shall be conducted only during non-duty hours and shall not interfere with the work process. This shall not prohibit employees from discussing employee organization business, other than soliciting members or dues when on standby time.
2. It shall be a prohibited practice for any employee organization acting as the designated representative of a group of employees or other eligible representative to make any contribution to Peoria municipal candidates.
3. It shall be a prohibited practice to refuse to render emergency services, such as public safety to the community. For such services to be withheld, interrupted or discontinued would endanger the health, safety and welfare of the citizens of the City of Peoria.

(f) The following additional practices are prohibited as unfair labor practices for any employee organization serving as the designated representative of any sworn employees in the police or Fire-Medical Departments:

1. The Employee Organization or any employee shall not for any reason authorize, institute, aid, condone or engage in a Slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department.
2. The City nor its agents for any reason shall authorize, institute, aid or promote any lockout of members of an employee organization.
3. Should any member of an employee organization breach the obligations of this section. The City Manager or his or her designee shall immediately notify the Employee Organization that represents the employee that a prohibited action is in progress.
4. After notification by the City Manager pursuant to subsection (f) 3 of this section, for an employee organization to fail or refuse to through its executive officers and other authorized representatives, disavow said strike or other prohibited action,

and shall notify in writing all Employee Organization Officers and Employee Organization Members of their obligation and responsibility for maintaining compliance with this section, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager.

5. For an Employee Organization the to fail to order all its members violating this section to immediately return to work and cease the strike both orally and in writing to all members violating this section with copies of the written order to be delivered to the office of the City Manager.
6. Penalties or sanctions the City may assess against employees who violate this section shall include, but not be limited to:
 - a. Discipline up to and including discharge.
 - b. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
7. Should an employee organization breach its obligations under this section it is agreed that all penalties set forth herein shall be imposed on the employee organization in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
8. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association in the event *of* a violation of this Chapter.

SECTION 21. Chapter 19 of the Peoria City Code (1992) is amended by amending Section 19-43 pertaining to Public Safety Retirement System Board; police and fire local boards; terms and which shall read as follows:

Sec. 19-43. Public Safety Retirement System Board; police and fire local boards; terms.

There shall be a local Public Safety Retirement System Board for Fire-Medical Department employees and for Peace Officer employees who are members of the Public Safety Retirement System. Each board shall have the following membership:

- (a) The Mayor or designee of the Mayor approved by resolution of the City Council for the term concurrent with that of the Mayor. Should the Mayor fail to designate an appointee for a board, the Mayor shall be deemed to be the appointee.

(b) Two citizens of the City, who shall serve on both the local boards for fire and peace officer employees who, are members of the Public Safety Retirement System. The terms for the citizens shall be as follows:

(1) One citizen shall serve a term ending on July 1, 2000. Thereafter the citizen appointed shall serve a term of four years.

(2) One citizen shall serve a term ending on July 1, 2002. Thereafter the citizen appointed shall serve a term of four years.

(c) There shall be two peace officer members and two Fire-Medical Department members of their respective boards who shall serve a term of four years and shall be elected by secret ballot in accordance with the provisions of this Chapter. The Terms shall be as follows:

(1) One peace officer and one Fire-Medical Department member shall serve a term that shall end on July 1, 2000. Thereafter each member shall serve a term of four years.

(2) One peace officer and one Fire-Medical Department member shall serve a term that shall end on July 31, 2002. Thereafter each member shall serve a term of four years.

(d) Notwithstanding any other resolutions, the terms of board members shall be adjusted to conform to this section. All current non-holdover members shall be deemed elected or appointed in accordance with this section and no new election shall be required.

SECTION 22. Chapter 19 of the Peoria City Code (1992) is amended by amending Section 19-44 pertaining to Public Safety Retirement System Board; police and fire local boards; election procedures for employee members and which shall read as follows:

Sec. 19-44. Public Safety Retirement System Board; police and fire local boards; election procedures for employee members.

(a) With the exception of peace officer and Fire-Medical Department members of the local whose term expires in 2000, the Office of the City Attorney or any other department designated by the City Manager or their designee shall publish a Notice of Election on or before May 1 of the year in which a term expires. For any vacancy existing on the date of this ordinance, Notice shall be published within thirty (30) days following the date of this ordinance. The published notice shall be placed on file in the Office of the City Clerk and posted at the locations designated for employee notices in the Police and Fire-Medical Departments.

(b) The Notice of Election shall indicate that any peace officer member or Fire-Medical Department member may be nominated as a candidate for the board by filing a written petition having not less than the names of ten current employed members of the Police or Fire-Medical Department. Only Police Department members may sign police employee nominations and only Fire-Medical Department members may sign fire employee nominations.

(c) Written petitions must be filed with the Office of the City Attorney or any department designated by the City Manager or their designee within thirty days after the date of the Notice of Election. No candidates other than those who submit written petitions shall be permitted.

(d) Within one month following the deadline for submission of written petitions, the Office of the City Attorney or any department designated by the City Manager or their designee shall prepare a ballot for the Police and Fire-Medical Department Members containing all designated candidates. The ballot shall also include an envelope for enclosure and sealing of the ballot and shall be mailed or delivered to each employee separately or in conjunction with his or her biweekly payroll documents. In order for the ballot to be valid, the employee must sign the designated area on the envelope used to enclose the ballot. The ballot may be returned personally or by mail in a separate envelope to the Office of the City Attorney or any department designated by the City Manager more than ten (10) days after distribution to the employees. The Director of Human Resources or their designee shall verify the signature on the ballot against the employee record and shall provide all verified ballots to the Office of the City Attorney or any department designated by the City Manager for Tally. The Office of the City Attorney or any department designated by the City Manager shall tally the ballots and shall certify to the Director of Human Resources and each local board the name of the candidate having the most votes. Such candidate shall be deemed elected for the term.

(e) In the event a seat of an employee member becomes vacant with more than one hundred and eighty days left in the term, a special election shall be held to fill the vacancy. In the event that one hundred and eighty or less days are left, the election may be advanced to fill the remainder of the existing term and the new term.

SECTION 23. Chapter 21 of the Peoria City Code (1992) is amended by amending Section 21-32 pertaining to Alarm systems; definitions and which shall read as follows:

Sec. 21-32. Alarm systems; definitions.

(a) *Act of God* - an unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable care, skill or foresight.

(b) *Alarm or Alarm System* - any instrument(s), device(s) or system(s) which are used for the purpose of protecting buildings, premises or person from criminal acts or

unauthorized entries by warning persons of a crime or unauthorized entry through the emission or transmission of a sound or signal.

(c) *Alarm Agent* - shall mean any person who is employed directly or indirectly by an alarm business, whose duties include any of the following: maintaining, servicing, repairing any alarm or alarm system. Any person whose duties consist solely of resetting an alarm following activation shall not be deemed an alarm agent.

(d) *Alarm Business* - any person, firm, partnership, corporation or business which owns or conducts the business of any one or more of the following: selling, leasing, renting, maintaining or monitoring alarm systems, devices or services.

(e) *Audible Alarm* - a device designed for the detection of an unauthorized entry and which when activated generates an audible sound on the premises.

(f) *Automatic Dialer* - any electrical, electronic, mechanical or other device capable of being programmed to send a prerecorded voice message when activated, or self-activated, over a telephone line, or other communication system to the police or Fire-Medical Department.

(g) *Common Cause* - a malfunction which causes an alarm system to generate a series of false alarms. The series of false alarms shall be counted as one false alarm if the false alarms have all occurred within a 24 hour period, and the responsible alarm business has documented to the Police Chief the action taken to rectify the cause, and a thirty (30) day period expires with the alarm system generating no additional false alarms from the documented cause.

(h) *False Alarm* - any activation of an alarm not caused by or as a result of a criminal act or unauthorized entry, except for activation for testing purposes when the police department has been given advance notice, or activation caused by the police department.

(i) *Monitored Alarm* - a device designed for the detection of unauthorized entry and which when activated generates an inaudible signal to a monitoring station. A monitoring alarm may also generate an audible sound on the premises.

(j) *Proprietor alarm* - any alarm or alarm system which is not leased or rented from, or owned or maintained under contract by an alarm business.

(k) *Robbery, holdup or panic alarm* - a device designed for the detection of a robbery, holdup or the commission of an unlawful act, and which when intentionally activated by a person, generates an inaudible signal to the monitoring station and may or may not generate an audible sound on the premises.

(l) *Subscriber* - any person, firm, partnership, corporation or business who (which) leases, rents or purchases any audible or monitored alarm system, device or service from an alarm business.

SECTION 24. Chapter 21 of the Peoria City Code (1992) is amended by amending Section 21-45 pertaining to Prohibition of automatic or prerecorded messages to the City; exception and which shall read as follows:

Sec. 21-45. Prohibition of automatic or prerecorded messages to the City; exception.

No person shall use or cause to be used any telephone device or attachment that automatically selects or dials a published emergency telephone number or any City of Peoria telephone number and then reproduces any prerecorded message or signal. This section shall not apply to a life safety alert system utilizing residential transmitting equipment designated for direct telephone access to dedicated control receiving equipment located in the City's Fire-Medical Department.

SECTION 25. Chapter 24 of the Peoria City Code (1992) is amended by amending Section 24-126 pertaining to Stormwater Pollution Prevention; Emergency Response and which shall read as follows:

Sec. 24-126. Stormwater Pollution Prevention; Emergency Response.

(a) A person responsible for a facility or operation, or the emergency response of the facility or operation, who has information of any known or suspected release of hazardous materials which will result or may result in illegal discharges or pollutant discharges to a MS4 shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release the person responsible for a facility or operation, or the emergency response of the facility or operation shall immediately notify the ADEQ Emergency Response Duty Office or by contacting emergency dispatch services at 9-1-1.

(b) In the event of a release of non-hazardous materials, the person responsible for a facility or operation or the emergency response of the facility or operation shall notify the City Manager in person or by phone within 24 hours of such a release.

(1) Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City Manager within five calendar days of the initial in person or phone notification.

(2) Additional reporting to other agencies may be required. These agencies may include but are not limited to the National Response Center, Arizona State Emergency Response Commission, Maricopa County Local Emergency Planning Commission, and the City of Peoria Fire-Medical Department.

(3) The owner or operator of the establishment from which the discharge emanated shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 26. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 27. This Ordinance shall become effective in the manner provided by law.
PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 20th day of January, 2015.

Dated: _____

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in Peoria Times

Publication Dates: January 30, 2015

Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: December 24, 2014**Council Meeting Date:** January 20, 2015

TO: Carl Swenson, City Manager

FROM: Brent D. Mattingly, Chief Financial Officer

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Financial Advisor Contract and Required Budget Adjustment

Purpose:

Discussion and possible action to approve a professional services contract for financial advisor services and approve a budget adjustment from General Fund Contingency in the amount of \$82,534.

Background/Summary:

State and local governments typically retain a Financial Advisor to assist with the structuring and issuance of debt. Financial Advisors also provide other services related to on-going management of debt such as reviewing outstanding debt for refunding opportunities, advising clients on changes in regulations affecting debt, reviewing debt policies etc.

The City of Peoria contracts with TL Hocking & Associates as Financial Advisor to assist with structuring and timing of bond issues, preparation of bond documents and rating agency presentations, bringing bond issues to market, selection of the best pricing and closing the bond sale transaction. TL Hocking also provides the City with on-going advice on debt management. The City's contract with TL Hocking expired on 10/31/2014 and the City is currently on a month-to-month contract until a new contract is awarded. In August 2014, the City issued an RFP for Financial Advisor services and received four proposals. An evaluation team scored the proposals and TL Hocking received the highest score based on his experience, knowledge of the City and competitive pricing. Staff is now requesting Council enter into a new contract with TL Hocking for a term of one year with 4 one year extensions.

Over the past several years the City has charged financial advisor fees as a cost associated with issuing new debt. However, in the last year or two the financial advisor services related to general consulting on a variety of issues such as the negotiations regarding the Spring Training baseball contracts. As such, the fees paid should be properly recorded as "Professional Services" in the Finance & Budget Department. The requested budget adjustment of \$82,534 will provide for two types of costs: 1) paying for professional services rendered in the current

fiscal year (\$30,000), and 2) recording prior professional services (\$52,534) properly charged as professional services in the Finance & Budget Department.

Previous Actions:

In past years, Council has approved contracts with TL Hocking & Associates for financial advisor services.

Options:

The following are options for City Council to consider:

- A:** Award the Financial Advisory Services contract to TL Hocking & Associates as presented and approve a budget adjustment in the amount of \$82,534 from General Fund Contingency to the Financial Services Division – Other Professional Services to provide appropriation for the financial advisor fees.

- B:** Do not award the Financial Advisory Services contract to TL Hocking & Associates as presented and do not approve a budget adjustment in the amount of \$82,534 from General Fund Contingency to the Financial Services Division – Other Professional Services.

Staff Recommendation:

Staff recommends that Council approve the financial advisor services contract and related budget adjustment.

Fiscal Analysis:

The proposed contract provides for financial advisory services related to bond issuance and other professional services as needed by the City. These professional services will be funded through a budget adjustment from the General Fund Contingency account (1000-0300-570000) to the Finance & Budget Department, Financial Services Division – Other Professional Services account (1000-0410-520099) in the amount of \$82,534.

Narrative:

As discussed above, in August 2014, the City issued an RFP for Financial Advisor services and TL Hocking’s proposal received the highest score based on his experience, knowledge of the City of Peoria and competitive pricing.

Staff determined that Mr. Hocking's fee structure with a monthly retainer would provide the most cost effective method for the City in contracting for financial advisory services. Under this structure, Mr. Hocking will be paid a monthly retainer fee of \$2,500 for general consulting. The monthly retainer arrangement will allow the City to utilize his expertise for on-going debt management, review and advice on projects, policies, financial planning related to debt issuance and other analysis without being charged an hourly fee. As a result of the monthly retainer, the fees related to bond issuance will be reduced from their normal levels to the amounts in the attached contract. These fees are lower than the fees provided in the other proposals.

Staff is requesting a budget adjustment of \$82,534 from the General Fund Contingency to the Financial Services Division. The budget adjustment is necessary to provide \$30,000 of appropriation for the monthly retainer fee under the TL Hocking contract for the current fiscal year and \$52,534 for prior year fees that should be charged as expenditures in the General Fund.

TL Hocking & Associates was established in 2001 as a local Arizona based municipal finance consulting firm. Prior to forming the firm, the founder and President, Tom Hocking served as an investment banker and financial advisor with several regional banks for over 17 years. Tom also served as a municipal finance officer for two Arizona cities over a 10 year period. He has worked with the City of Peoria for 25 years. His breadth of experience makes him well qualified to provide the City with financial advisory services over debt issues and debt management.

Exhibit(s): Contract with TL Hocking & Associates for Financial Advisor Services

Contact: Sonia Andrews, Finance Manager x5206



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P15-0011** Proposal Due Date: **September 3, 2014**
 Materials and/or Services: **Financial Advisory Services** Proposal Due Time: 5:00 P.M. AZ Time
 Contact: Lisa Houg, CPPB
 Mailing Address: City of Peoria, Materials Management Phone: (623) 773-7115
 9875 N. 85th Avenue, 2nd Floor
 Peoria, AZ 85345
 Project No: NA

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.* All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: THOMAS HOCKING

Telephone: 602-460-7000 Fax: 480-368-1011

Email: [REDACTED]

THocking & Associates LLC
Company Name

[REDACTED]
Authorized Signature for Offer

P.O. Box 10097

Thomas L. Hocking
Printed Name

Address

Printed Name

Phoenix AZ 85064
City State Zip Code

President
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: _____

Rhonda Geriminsky, City Clerk

CC: _____

Contract Number: _____

Official File: _____

City Seal
Copyright 2003 City of Peoria, Arizona

City of Peoria, Arizona. Effective Date: _____

Approved as to form: _____

Stephen M. Kemp, City Attorney

Contract Awarded Date _____

Carl Swenson, City Manager

FINAL NEGOTIATED FEE

TL Hocking & Associates, LLC
 Financial Advisor Fees
 SCHEDULE OF CONTRACT FEES & RATES

	New Contract Rates		
	<u>Fee/\$1,000</u>	<u>Min</u>	<u>Max</u>
Monthly Retainer (1)		\$ 2,500	\$ 4,500
Standard Issues (2) (3)			
New Money GO/Excise	\$0.35 - \$0.75	\$12,500 - \$15,000	\$17,500 - \$37,500
New Money Utility Rev	\$0.35 - \$.075	\$12,500 - \$15,000	\$17,500 - \$37,500
Refunding	\$0.50 - \$1.15	\$12,500 - \$15,000	\$25,000 - \$57,500
Bond defeasance	\$0.40 - \$0.50	\$7,500 - \$10,000	\$20,000 - \$25,000
Special assessment	\$0.75 - \$1.00	\$12,500 - \$15,000	\$37,500 - \$50,000
Hourly Rate			
Principal		\$ 225	\$ 250
Associate		\$ 150	\$ 175
Administrative Asst.		\$ 90	\$ 90
CFD			
Phase 1 Review		\$ 2,000	\$ 5,000
Phase 2 Review		Hrly -NTE \$15,000	Hrly -NTE \$15,000
Bond Issuance (existing) (4)	\$0.75 - \$2.00	\$ 10,000	\$ 37,500
Bond Issuance (new) (4)	\$2.00 - \$2.50	\$ 25,000	\$ 37,500
Ongoing Disclosure		\$ 2,000	\$ 5,000

- (1) The monthly retainer fee is an alternative fee option.
- (2) For clients that pay a monthly retainer, the fees for standard bond issues will be at the lower end of the fee range.
- (3) The maximum standard bond issue fee is capped at the rate equal to a bond amount of \$50M for any type of bond issued.
- (4) With respect to the minimum and maximum fees for CFD bond issues, the parties will negotiate a mutually agreeable fee based on the specific circumstances of each bond issue on a case by case basis.

12/3/2014

TL Hocking & Associates, LLC
 Financial Advisor Fees
 SCHEDULE OF CONTRACT FEES & RATES

PEORIA New Contract Rates			
	Fee/\$1,000	Min	Max
Monthly Retainer (1)			\$ 2,500
Standard Issues (2)			
New Money GO/Excise	\$ 0.35	Waived	\$ 17,500
New Money Utility Rev	\$ 0.35	Waived	\$ 17,500
Refunding	\$ 0.50	Waived	\$ 25,000
Bond defeasance	\$ 0.40	Waived	\$ 20,000
Special assessment	\$ 0.75	Waived	\$ 37,500
Hourly Rate			
Principal			\$ 225
Associate			\$ 150
Administrative Asst.			\$ 90
CFD			
Phase 1 Review			\$ 2,000
Phase 2 Review (3)			Hrly -NTE \$15,000
Bond Issuance (existing) (4)	\$ 0.75	\$ 10,000	\$ 37,500
Bond Issuance (new) (4)	\$ 2.00	\$ 25,000	\$ 37,500
Ongoing Disclosure	NA		

- (1) The monthly retainer fee is an alternative fee option.
- (2) The maximum standard bond issue fee is capped at the rate equal to a bond amount of \$50M for any type of bond issued.
- (3) The Phase 2 Review fees will be billed on an hourly basis at the stated hourly rates
- (4) With respect to the minimum and maximum fees for CFD bond issues, the parties will negotiate a mutually agreeable fee based on the specific circumstances of each bond issue on a case by case basis.

12/3/2014

ORIGINAL SOLICITATION



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform



STANDARD TERMS AND CONDITIONS

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Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



STANDARD TERMS AND CONDITIONS

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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Financial Advisory Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Term
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Overall Firm Experience.
 - b. Staff Assignments and Qualifications.
 - c. Cost Considerations.
 - d. Conformance to Request for Proposal.



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The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

11. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
12. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
13. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
19. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
20. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City 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 coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The



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Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

21. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 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 including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability



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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

22. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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 the Contractor'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 the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

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

24. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



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25. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
26. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.



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f. Ensure that computer virus protection is up to date

29. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

30. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

31. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

32. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

33. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

34. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P15-0011

Materials Management Procurement

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Fax: (623) 773-7118

submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>

35. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

- b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



SCOPE OF WORK

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Financial Advisory Services

I. Scope of Services

- A. To provide financial advisory services to the City and its affiliated organizations for the debt issuance process and debt management activities which may include:
1. Assist in the issuance of General Obligation, Municipal Development Authority, Community Facilities District, Improvement District, Utility Revenue, and other authorized debt including structuring alternatives, debt issuance timetables, debt service schedules, credit ratings or enhancements, rating agency presentations, marketing strategies, preparation and distribution of preliminary and official statements, bid verification, true interest cost calculations, providing advise on method of sale, development of proposals and qualifications for underwriters, coordinating feasibility consultants and escrow agents, and other tasks associated with the bond issuance.
 2. Preparation, revision and delivery of the City's "Current Debt Profile Manual" no later than August 1st of each year.
 3. Review and recommend changes, as necessary, to the City's "Principles of Sound Financial Management" policy.
 4. Develop cash flow proformas for various projects as required.
 5. Monitor market conditions, propose refunding opportunities to generate debt service savings and calculate the City's debt position as requested.
 6. Develop proformas, prepare debt service schedules and financing programs for anticipated debt as required for the City's utility rate reviews.
 7. Participate in the development of financing strategies for the City to successfully finance proposed project(s).
 8. Assist in evaluating financial options, including alternative revenue sources to support financing.
 9. Complete financial analysis as requested by the Chief Financial Officer.
 10. Provide support in developing the structuring and timing of debt issues and other financial options including advice on current trends and innovative financing mechanisms for similar types of projects.
 11. Assist in negotiations with Developers and/or related parties regarding Development Agreements and other related agreements.
 12. Advise and assist in developing strategies to improve or enhance credit ratings including preparation of credit and rating analyses and presentations.
 13. Attend and participate in City Council meetings and staff meetings as requested by the Chief Financial Officer.
 14. Provide assistance and develop framework for City to meet complete disclosure requirements as required by Rule 15(c)2-12.
- B. To provide financial advisory services to the City in connection with the review and analysis of applications to have the City consider requests for the formation and creation of Community Facilities Districts ("CFD") within the City to include:
1. Provide a preliminary review of the application to identify whether the application is consistent with the CFD policy, identify missing or incomplete information and identify and discuss any initial concerns prior to the City undertaking a more complete review of the application..
 2. Provide a written review (feasibility report) of the application as submitted by the City identifying at a minimum any gaps, weaknesses, missing or incomplete information, any initial concerns to the City, capacity of the potential CFD to be self-supporting, financial integrity of the proposed financing structure, creditworthiness of the applicant as it relates to meeting its obligations under the proposed financing, identification of impacts to the City, an evaluation of the community benefits to be provided by the CFD to the development or to the City, and make recommendations to the City regarding the appropriateness of proceeding with the application. This may include several iterations of review, comment, application revision and re-review.
 3. Participate in meetings and discussions with prospective CFD applicant and the City.
 4. Complete financial analysis as requested by the Chief Financial Officer.
 5. Assist in the creation and formation of the CFD, including coordination of efforts of Bond Counsel, Developer, Developer's Counsel and City staff.



SCOPE OF WORK

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6. Assist in negotiations with Developers and/or related parties regarding Development Agreements and other related agreements related to the formation of the CFD and anticipated debt issues.
7. Develop and maintain appropriate timetables and schedules for all activities necessary for formation undertaking.
8. Develop cash flow proformas for various projects as required.
9. Prepare debt service schedules and financing programs for anticipated debt as required.
10. Participate in the development of financing strategies related to the CFD.
11. Provide support in developing the structuring and timing of debt issues and other financial options including advice on current trends and innovative financing mechanisms
12. Advise and assist in developing strategies to improve or enhance credit ratings including preparation of credit and rating analyses and presentations.
13. Attend and participate in City Council meetings and staff meetings as requested by the Chief Financial Officer.
14. Assist in the ongoing administration of the District's affairs as required.

II. General

The City traditionally issues the majority of its new money bonds utilizing a competitive sale process. The Financial Advisor firm must be registered as a municipal advisor with the SEC and MSRB and will meet qualification, professional conduct and other municipal advisor requirements established by the SEC and the MSRB. The Financial Advisor selected will provide financial advisory services to the City in a fiduciary capacity without conflicts of interest.

III. Submittal Requirements

A. Proposal Format

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 15 pages.

B. Proposal Content

The following items shall be addressed in the proposal submission:

1. Overall Firm Experience
 - Include a listing of all Arizona clients your firm has served in the municipal bond area during the past three (3) years, indicate the role of your firm in each transaction undertaken by each client, and indicate whether those bond issues were competitive, negotiated or a combination thereof, and also include the size of each issue.
 - Outline your firm's experience during the past three (3) years with the major rating agencies including any presentations and the results of those presentations.
 - Outline your firm's experience, and the role of your firm, with Improvement Districts and Community Facilities Districts.
 - Include how many years your firm has been in business and how long you have been providing services in Arizona. Include the number of staff and indicate if you have a local office in Arizona.
2. Staff Assignments and Qualifications.
 - Identify the specific staff member(s) that will be assigned to the City of Peoria and their specific qualifications as they relate to providing financial advisory services for municipal bond and community facilities districts bond transactions within the state of Arizona.

3. Cost Considerations.

City Bond Transactions



SCOPE OF WORK

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- Include a schedule of proposed fees, for each year of the contract, to include a competitive sale, negotiated sale, refunding and bond defeasance based on a cost per \$1,000. Include a minimum and a maximum fee for each type of bond transaction and include proposed fees for multi-series vs. single series bond transactions.
- Include an itemized list with projected amounts for other costs of issuance and incidental expenses the City is expected to incur.

CFD Bond Transactions

- Include a schedule of proposed fees, for each year of the contract, for financial advisory work associated with the Phase 1 and Phase 2 reviews of CFD Applications.
 - Include a schedule of proposed fees, for each year of the contract, for CFD bond sale transactions based on a cost per \$1,000.
 - With the recognition that some CFD bond issues may be very small (i.e. less than \$10,000), provide a minimum and a maximum fee for each type of bond transaction and include proposed fees for multi-series vs. single series bond transactions.
 - Include a schedule of annual fees associated with on-going administration & disclosure per CFD entity.
- Other Work
- Include fees for any other services such as rating presentations, financial analysis, analysis of refundings, and training or educational services.
 - Include the hourly rate for all staff to be assigned to this contract.
4. Provide a minimum of three (3) client references from Arizona clients utilizing the same key staff members that would be assigned to the City of Peoria contract.
 5. Include any additional data support - detailed resumes, etc.

C. Evaluation Criteria

The proposals will be evaluated on the criteria as outlined in the Special Terms and Conditions, Section 10, Evaluation.

D. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
9875 N. 85th Avenue
Peoria, AZ 85345

The proposal shall be due no later than 5:00 p.m. on September 3, 2014

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

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Materials Management Procurement

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Offerors are to indicate below any exceptions they have taken to the Standard Term and Conditions, Special Terms and Conditions or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X_____.

If yes, please provide details and documentation of the certification.

PROPOSAL SUBMITTAL



September 3, 2014

Mr. Brent Mattingly
Finance Director
City of Peoria
841 W. Monroe Street
Peoria, AZ 85345

Re: Response to Request for Proposals for Financial Advisory Services
RFP No: P-15-0011

Dear Brent:

TLHocking & Associates LLC ("TLHocking") appreciates the opportunity to present to you our qualifications to continue to serve the City of Peoria ("City") as its financial advisor. Over the past 29 years it has been our privilege to serve the City and we would be very honored to be able to continue that relationship.

With nearly 40 years of experience in municipal finance, both in the public and private sectors, TLHocking has the unique perspective of having been on "both sides of the table" for a financing transaction. Having that experience allows our firm to better understand and represent our public sector clients with a different perspective than most other advisors. Therefore, we understand and appreciate the issues and obligations that public sector clients must be concerned about.

With the recent passage of the Dodd-Frank Act legislation, the municipal market is going through significant regulatory changes involving the roles and responsibilities of bond financing participants. One of those major changes involves the definition of a "municipal advisor". The new regulations make it clear that municipal advisors cannot serve in both roles as an underwriter and advisor with an issuer and is obligated to have a fiduciary responsibility only to its municipal clients. These new rules require the municipal advisor to be completely independent in a financing transaction. TLHocking is the only **independent financial advisor** not affiliated with a broker-dealer or investment advisor in the state of Arizona with experience in bond transactions.

Although our firm is small in size, it is large in stature. Since its formation in 2001, we have been involved in over \$2 billion of taxable and tax-exempt financings as a financial advisor or special consultant to cities. We attribute our success in large part to the quality of service we provide to our clients. We have focused our efforts on adding value to the financial transaction and providing solutions to unique financings.

As you are aware, we have served the City since 1984. During that time, we have seen a significant growth in not only population but more importantly in the quality and sophistication of the City's financial management. Since that time we have seen the City's General Obligation bond ratings increase from Baa1/BBB to Aa1/AA+. Other ratings have also gone up dramatically over those years as well. As a result of our "institutional knowledge" of the City's history and operations, we have a better understanding of the basis of various policies and programs.

Mr. Brent Mattingly
City of Peoria
September 2, 2014
Page 2

As we have described in our proposal, TLHocking is uniquely qualified to continue to serve the City as your Financial Advisor. We do not believe that there is any other independent financial advisory firm with the depth of knowledge and experience with the City than we have.

We look forward to your favorable consideration of our qualification and if you should have any questions, please do not hesitate to contact me.

Respectfully Submitted


Tom Hocking
President
TLHocking & Associates LLC



**City of Peoria
Request for Proposals
For Financial Advisory Services
P15-0011**

September 3, 2014

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1. Overall Firm Experience

Background of Firm

TLHocking & Associates LLC ("TLHocking") was established in March 2001 as a local Arizona-based municipal finance consulting firm capitalizing on the extensive experience and expertise of its key member, founder and President, Tom Hocking. For the past 13 years the firm's primary purpose is to provide independent financial advisory services to municipal and private sector clients throughout Arizona and the Southwest. Prior to forming the firm, Mr. Hocking served as an investment banker and financial advisor with several regional investment banking firms for nearly 17 years. Prior to his investment banking experience, Tom served in the public sector as a municipal finance officer in two Arizona cities over a 10-year period. He has also had the privilege to serve as the City of Peoria's financial advisor for nearly 30 years.

*OVERVIEW
AND
FIRM EXPERIENCE*

Throughout his many years of experience in municipal finance, Tom has learned that providing quality service with honesty and integrity are the key elements to establishing long term relationships that will result in successful financing transactions. The firm works diligently at being "relationship oriented" rather than "transaction driven". Our primary responsibility, therefore, if we are selected to continue our engagement with the City of Peoria will be, first and foremost, to always serve the City's best interests rather than padding corporate statistics. We believe that serving clients with commitment, responsiveness, honesty and integrity to be our greatest strengths.

Recent Dodd-Frank Requirements

The passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") in 2010 has dramatically changed the landscape of municipal finance in terms of what roles and responsibilities are now required of various bond financing participants. One of the most significant changes relates to the definition of a "municipal advisor" (MA). Essentially, the Dodd-Frank Act prohibits a broker-dealer investment banking and underwriting firm that also provides financial advisory services from acting as an MA and as an underwriter on the same bond issue transaction. These new rules limit the manner in which underwriters and other professionals interact with issuers. Except for a few situations, an underwriter is prohibited from giving advice to an issuer regarding financial transactions during any stage of the financing process. The primary role of an underwriter is to only sell bonds. They do not have a fiduciary duty to the issuer. The MA rule states that the financial advisor only represents the issuer in the sale of bonds, and unlike other professionals involved in the bond sale, has an explicit obligation and fiduciary duty to the issuer.

The Dodd-Frank Act also requires the registration of an MA with the Securities and Exchange Commission (SEC) and the Municipal Securities Rule Making Board (MSRB). Pursuant to the Dodd-Frank Act requirements, TLHocking is registered with the SEC and MSRB as a Municipal Advisor. Our current temporary registration numbers are:

- SEC Municipal Advisor Registration Number 866-00609-00
- MSRB ID No. K0248

In addition, the SEC has also recently implemented a permanent MA registration requirement. At the present time the firm is in the process of completing those comprehensive registration forms.



Financial Advisory Services Proposal

As a result of these federal legislative requirements, the Government Finance Officers Association (“GFOA”) has recently adopted a Recommended Best Practices Statement related to “Selecting and Managing Municipal Advisors”. In that statement, GFOA states,

- “Due to potential conflicts of interest, the issuer also should enact a policy regarding whether, and under what circumstances, it would permit a firm to serve as an underwriter on one transaction and a municipal advisor on another transaction. Additionally, when an issuer has a municipal advisor and the issuer is considering hiring that advisor to serve as a broker-dealer on a different negotiated bond transaction, the appearance of a conflict may exist.”
- “Furthermore, each government should decide for itself if they choose to use only non-broker dealer affiliated municipal advisors or municipal advisors affiliated with broker-dealer firms, and incorporate this into their debt management policies.”¹

The overriding theme of this Recommended Best Practice is that an independent financial advisor, not associated with a broker-dealer, is the preferred practice in order to avoid potential conflicts of interest. TLHocking, as an **independent financial advisor**, can provide the City the best option of being in compliance with this practice.

List of TLHocking Clients Served In the Past 3 Years

TLHocking has had the privilege to represent a number of municipal clients over the past three (3) years. However, our current list of clients began nearly 30 years ago with the City of Peoria. We are very proud to say that Mr. Hocking has represented Peoria throughout this time.

<u>Client</u>	<u>Services Performed</u>	<u>Dates of Service</u>
<i>City of Peoria</i>	<i>City Financial Advisor</i>	<i>1984-Present</i>
<i>Vistancia CFD (Peoria)</i>	<i>Financial Advisor</i>	<i>2002-Present</i>
<i>Vistancia West CFD (Peoria)</i>	<i>Financial Advisor</i>	<i>2013-Present</i>
<i>Lake Pleasant Heights CFD (Peoria)</i>	<i>Financial Advisor</i>	<i>2014</i>
City of Yuma	Financial Advisor	1987-Present
City of Sierra Vista	City Financial Advisor	1989-Present
City of Topeka, KS Heartland Raceway Project	Special Project Advisor	2014-Present
Maricopa County Human Services Department	Housing Consultant	2010-2012
City of Glendale		
Phoenix Coyotes Bankruptcy	Special Financial Advisor	2008-2012
Glendale Arena	Arena Consultant	2001-2012
Westgate City Center Mixed-Use Development	Special Projects Advisor	2001-2012
Cardinals/STA Stadium	Special Projects Advisor	2005-2012
Spring Training Baseball Facility	Special Projects Advisor	2007-2012

¹ GFOA Best Practice, Selecting and Managing Municipal Advisors, approved by the GFOA Executive Board, February 2014.



Financial Advisory Services Proposal

List of Financings TLHocking Served As Financial Advisor in the Past 3 Years

The following is a list in which TLHocking has served as **Financial Advisor** or Placement Agent. These financings involved competitive, negotiated or private placement types of bond sales. In the past the Firm has also served an issuer as a special consultant in structuring and processing a bond issue.

Dated Date	Par Amount	Issue	Type of Sale
7/18/12	\$35,510,000	City of Peoria MDA Excise Tax, Series 2012	Comp
6/29/12	\$8,300,00	City of Sierra Vista MPC Excise Tax, Series 2012	Prvt Plmt
6/28/12	\$14,715,000	City of Peoria GO Bonds, Series 2012	Comp
6/28/12	\$13,690,000	City of Peoria GO Refunding Bonds, Series B 2012	Comp
6/28/12	\$23,280,000	City of Peoria W&S Rev Ref Bonds, Series A 2012	Comp
5/1/12	\$2,760,000	City of Peoria MDA Excise Tax Defeasance	Prvt Plmt
6/29/11	\$29,530,000	City of Yuma MPC Excise Tax, Series 2011	Comp
6/29/11	\$10,020,000	Sierra Vista MPC Municipal Facilities Revenue Bonds, Series 2011	Comp
6/8/11	\$7,920,000	City of Peoria MDA Excise Tax, Series 2011	Comp
6/1/11	\$56,000	City of Sierra Vista Improvement Dist.	Prvt Plmt
TOTAL	<u>\$145,781,000</u>		

Rating Agency Experience in the Past 3 Years

Over the past three (3) years we have had a considerable amount of contact with each of the three municipal bond rating agencies. In most of these cases TLHocking had assisted and coordinated the presentations made by our clients to the rating agencies; Standard & Poor's, Moody's and Fitch. In the past some of these presentations were made at the rating agencies' offices in New York City. However, over the past several years nearly all of the presentations have been conducted either on-site at the respective cities or via telephone conference calls.

Throughout our many years as a financial advisor, we have developed a long-term professional and excellent relationship with all of the rating analysts that cover Arizona municipal bond issuers. We stay in constant contact with all of the rating services. Often times, analysts will call us to check on the status of our clients or request meetings with us when they are in the area even though we do not have a rating request before them.

We believe that much of the success of our clients' high bond ratings is due to the preparation that goes into the presentation materials provided to the rating agencies and the on-going information provided to them throughout the year. Recently, most of the rating reviews have come as a result of surveillance reviews by each of the rating agencies to update the current status of outstanding bonds. Regardless of the purpose of the rating, each rating presentation consists of detailed information relevant to the issuer and the specific type of bonds being reviewed. That material generally includes a discussion of the city's financial policies, updated financial reports and detailed history of major tax and revenue sources, current demographic and economic information of the community, fund balance analysis, long-term capital planning efforts, debt management program and average life of the remaining bonds. For new bond issues the information also includes transaction specific information on the credit being rated, including disclosure documents, and the timetable of the financing. Prior to a meeting or conference call with the rating agencies we review the materials for accuracy and consistency. This material is then sent to the rating agencies several days prior to our meetings so that they may become familiar with the information beforehand.



Financial Advisory Services Proposal

We also believe it is important for the rating analysts to occasionally make site visits to our client cities. Over the last three (3) years we have been involved with clients in 10 conference calls related to surveillance updates or new money bond issues.

Since 2006 we have been involved in a total of 47 meetings or conference calls with our clients and the rating agencies. **During that time our clients have received ten (10) upgrades and ten (10) new ratings related to new credits.** We are also proud to say that none of our municipal city clients have ever had their underlying bond ratings downgraded by any of the rating agencies.

As described above, we believe that the success we have had with the rating agencies is due in large part to the amount of preparation that goes into a rating presentation. In general, it takes approximately 4-6 weeks to adequately prepare materials for a presentation. However, we believe the time invested to prepare these presentations produce significant positive results

Our municipal clients have received ten (10) upgrades and ten (10) new ratings. None have ever been downgraded.

Our experience and the constant contact and interaction with the rating agencies will continue to be a significant benefit to the City of Peoria. We would hope that our track record with the significant number of bond rating upgrades the City's bonds have received over the years are a result of the detailed preparation and analysis that goes into each presentation.

Needless to say, any improvement in bond ratings saves a significant amount of money over the life of a bond issue. As a result of the numerous upgrades the City of Peoria has saved millions of dollars in debt service and significant savings to the taxpayers of Peoria. Therefore, a considerable amount of attention is given to the rating process.

The following table is a list of the rating presentations we have been involved with over the past three (3) years. This information includes the outcome of those rating reviews.



Financial Advisory Services Proposal

Date	Issuer	Bonds Rated	Rating Agency	Rating Outcome
August 2014	City of Peoria (Surveillance Conference Call)	All Bonds	Standard & Poor's	Affirmed current ratings
April 2014	City of Peoria (Surveillance Conference Call)	All Bonds	Fitch	Affirmed current ratings
March 2014	City of Sierra Vista (Surveillance Conference Call)	Excise Tax Bonds	Fitch	Affirmed current ratings
May 2012	City of Yuma (Surveillance and New Money Conference Call)	Water & Sewer (Surveillance) Excise Tax (New Money)	Fitch	Upgrade
May 2012	City of Peoria (New Money Conference Call)	GO Bonds Water & Sewer Excise Tax	Moody's Standard & Poor's Fitch	Affirmed current ratings
April 2012	City of Sierra Vista (Surveillance and New Money Conference Call)	Excise Tax	Moody's Standard & Poor's Fitch	Affirmed current ratings



Financial Advisory Services Proposal

Experience with Improvement District and Community Facilities Districts

TLHocking has considerable experience with Improvement Districts ("ID's") and Community Facilities Districts ("CFD's") in Arizona specifically serving as a financial advisor. In addition to our experience with new money financings for IDs and CFDs, we have been involved in the development of CFD policies for various cities. For example, we have also assisted the cities of Peoria, Yuma, Scottsdale, Sierra Vista, and Surprise in preparing comprehensive CFD policies. We have also developed special expertise in the defeasance of ID assessments and refunding CFDs. One of the most innovative techniques developed by Mr. Hocking related to defeasance of outstanding ID bonds involving an assessment prepayment defeasance program developed in connection with the City of Scottsdale Bell Road Improvement District and the McDowell Mountain Ranch Improvement District several years ago. The advantage of this program was that it allowed for the prepayment of assessments and release of liens prior to maturity, thus releasing the City from the contingent liability of assessment payments.

The following is a list of ID and CFD bond issues that Mr. Hocking has been involved with as a financial advisor:



Apache County
Greer Acres ID (1999)



City of Peoria
Improvement Districts
ID No. 0601 Park West (2007)
ID No. 9303 (1999)
ID No. 9801 (1999)
83rd Ave ID (1997)
Arrowhead Fountains (1997)
ID No. 9602 (1997)
ID 9202 Arrowhead Shores (1994)

ID No 9102–New River (1993)
ID 8802–Paradise Lane (1992)
ID 8801–North Valley Power Ctr (1992)
Sunny Boy Water Co (1991)

Community Facilities Districts
Vistancia CFD (Phase I) (2002)
Vistancia CFD (Phase II) (2005)
Vistancia CFD (Phase III) (2006)
Vistancia West CFD (creation)



City of Kingman
Kingman Estates ID (1993)
City of Kingman ID (1996)



City of Phoenix

City of Phoenix
Improvement Districts
Biltmore Fashion Sq. Co-op Rd (1992)
City of Phoenix 24th St & Camelback (1993)
Community Facilities District
Tatum Ranch CFD (1996)



City of Scottsdale
Improvement Districts
Pima Acres I-8901 (1998)
Desert Ranch ID I4701 (1994)
ID No. I4701 (1994)
Desert Ranch Infrastructure
ID No. I3705 (1994)
Desert Ranch Water Acquisition
(1994)

Bell Road ID No. I3704 (1993)
Craftsman Court ID No. I2301 (1993)
Adobe/Miller ID I1001 (1992)
Community Facilities Districts
McDowell Mountain Ranch CFD (1999,
1994)
DC Ranch CFD (1998)
Scottsdale Mountain CFD (1995, 1993)

Financial Advisory Services Proposal



City of Tucson

Civano Phase I Neighborhood ID (1998)
Spec. Assmt (Neighborhood No. 1 ID) (1998)



City of Yuma

Yuma ID No. 68 (2007)
Yuma Palms ID No. 67 (2005)



Town of Prescott Valley

Entertainment District (Multi-Purpose Events Center) CFD (2005)

Mr. Hocking has been involved in over 25 Improvement District bond financings as a financial advisor totaling over \$97 million. In addition, he has been involved in 10 CFD financings totaling \$104 million.



2. Staff Assignments and Qualifications

Background and Experience

Although the firm is small and locally-based, we are unparalleled in quality, integrity and commitment to serving our clients. As a result, the City can be assured that it will continue to receive immediate and constant attention. On several occasions in the past the City staff has requested information that required a quick response. We provided the financial information requested in an expedited manner. Unlike most of the other firms that have a large number of clients competing for the firm's resources, we have a limited number of clients so that we can provide immediate response to their needs.

**STAFF ASSIGNMENTS
AND
QUALIFICATIONS**

To that end, the City can be assured that it will continue to be serviced by Mr. Hocking as the lead consultant. He will be assisted by other resources of the firm. All of the financial advisory services will be provided by personnel from our Phoenix office. As noted, the City can expect that we will devote 100% of the time required to provide the best possible services to the City. We will continue to be available for on-site meetings at the City with reasonable notice.

With respect to changes in key personnel, the City will be notified if there are any significant changes (or additions) to the professionals serving the City. Upon notification, if the City is not completely satisfied with those changes, then the City may either request additional personnel changes or would be able to cancel our agreement.

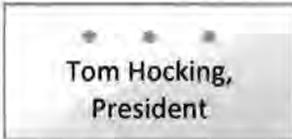
Brief resumes of the principals associated with the City's account are provided below.

Tom Hocking, President

Tom will remain as lead consultant to the City and will be directly responsible for all activities involving the City. He has a significant amount of experience in municipal finance, having nearly 40 years of combined experience serving municipal governments in both the public and private sectors. He has represented the City of Peoria since 1984 and has been involved in nearly all of Peoria's debt financing transactions since that time, including the establishment and financing of the City's existing Community Facilities Districts. As a result he has a significant amount of "institutional knowledge" that provides a basis for future sound financial decision-making.

Tom formed his independent municipal finance advisory firm in 2001. He has a significant amount of experience in municipal public finance; having served over 30 years as a financial advisor and as an investment banker to local governments as well as 10 years as a municipal finance officer, having served as the Finance Director of the City of Prescott and Assistant Finance Director of the City of Phoenix. Throughout his career, he has been involved in nearly every type of municipal bond structure, including special district and CFD financings and has represented a large number of Arizona municipalities. Most recently as a Financial Advisor, he has successfully completed a variety of public infrastructure, sports facilities and economic development transactions for local governments and private developers involving

innovative and creative financing structures, including the Glendale Arena; Cardinals Stadium; Prescott Valley Events Center; Glendale, Surprise and Peoria Spring Training Facilities; as well as numerous other public-private economic development projects.





Financial Advisory Services Proposal

He received a Master's degree in Public Administration from Arizona State University and a Bachelor's degree in Political Science from Colorado State University-Pueblo (formerly Southern Colorado State College).

Amy Jacobson, Associate

Amy has been associated with the Firm for over five years. She is available for special assignments and projects, as needed. Her expertise is primarily in real estate and housing planning development. She is currently with the Maricopa County Human Services Department. Prior to her affiliation with the firm, she served with the State of



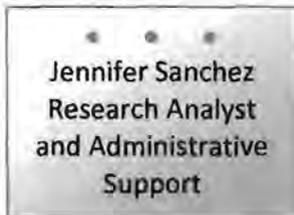
**Amy Jacobson,
Associate**

Arizona Department of Housing for over 5 years. She has also been involved in a number of affordable housing projects involving federal tax credits and real estate projects involving public-private partnerships between local governments and developers. She was also involved in a major "Revenue Enhancement Study" the Firm conducted for the Town of Fountain Hills. Her analytical skills and experience with financial modeling has been valuable in assisting local governments with housing and economic development projects.

She received her Master's degree in Real Estate Development from Arizona State University and a Bachelor's degree in Criminal Justice from St. Mary's University in San Antonio.

Jennifer Sanchez, Research Analyst

Jennifer has been associated with the firm since its inception. She has provided technical and administrative support related to our Arizona municipal clients for over 10 years. She is available as needed. Having previously been associated with other investment banking firms, Ms. Sanchez has provided administrative and technical support to the cities of Scottsdale, Tucson, Peoria, Avondale, Kingman, Glendale, Sierra Vista and Surprise along with other Arizona issuers including Water Infrastructure Finance Authority and numerous Arizona school districts. She has also been involved in cash flow and financial modeling on several public-private partnership transactions.



**Jennifer Sanchez
Research Analyst
and Administrative
Support**

She has attended the University of Phoenix majoring in Business Administration.



Financial Advisory Services Proposal

3. Cost Considerations

As described herein, TLHocking will provide the City with the following services related to the sale of bonds:

Bond Sale Process

- Development of a Financing Schedule
- Analysis of Debt Structure Alternatives
 - *Development of new maturity schedules into existing debt service*
 - *Maximize call features to the City's advantage*
 - *Evaluate credit enhancement and bond insurance*
- Assist in Underwriter Selection (if necessary)
- Procurement of Other Financial Services (if necessary)
 - *Special Tax Counsel*
 - *Trustee*
 - *Registrar/Paying Agent*
 - *Feasibility Consultants*
 - *Verification Agents*
 - *Official Statement Printer*
 - *Electronic Bidding Platforms and OS Dissemination*
 - *Arbitrage Rebate Consultants*
- Development of Financing Disclosure Documents
- Coordination of the Bond Sale
 - *Timing of Bond Sale*
- Assist in Preparation of Rating Presentation and Maintaining Rating Agency Contacts
 - *Assist in credit and rating analyses, updates, submissions and presentations, etc.*
- Conduct the Sale of the Bonds
- Prepare the Closing Memo and Assistance with Closing Procedures
- Compliance with SEC/MSRB regulations
- Post Sale Activities such as Continuing Disclosure Obligations

Proposed Standard Fee Schedule

Standard City Bond Transactions:

For the bond sale services outlined above, TLHocking proposes to maintain the same financial consulting fees for bond transactions as originally proposed in 2002. The fees proposed include any method of bond sale (competitive, negotiated, and private placement) and for each series of bonds issued (single or multiple series of bonds issued). Our fee structure on the type of bond is as follows:

New Money Bond Issue (General Obligation, Utility Revenue or Excise Tax Revenue Bonds):

\$0.75/\$1,000 principal amount of bonds issued.

Refunding Bond Issue:

\$1.15/\$1,000 principal amount of bonds issued.

Bond Defeasance:

\$0.50/\$1,000 principal amount of bond defeased

Improvement District (Special Assessment) Issue:

\$1.00/\$1,000 principal amount of bonds issued.



Financial Advisory Services Proposal

The minimum standard fee for any type of bond issue and method of sale will be \$15,000 per bond issue, except bond defeasance will be \$10,000. The maximum standard fees will be capped at the rate equal to \$50 million for any bonds that are issued in excess of \$50 million regardless of the type and method of sale. These fees may be paid from bond proceeds.

Costs of Issuance Expenses:

Other costs related to the issuance of bonds may be subject to negotiation and change as determined by the providers of those professional services. Some of these costs may be covered by separate agreements with the City, such as Bond Counsel fees, Trustee and Paying Agent fees. However, prior to any bond sale we will prepare a detailed estimated cost of issuance statement based on estimates obtained by the individual firms providing the required services for the City to review. The major other costs associated with a bond issue include the following services:

Service	Est. Cost
-Bond Counsel	(per City Contract)
-Registrar/P.A./Trustee	(per City Contract)
-Rating Agencies Fees	(per Sch. Of Fees, Depends on Bond Size)
-Verification Agent, if req'd	\$2,500-\$5,000
-Accountant's Certificate	\$5,000-\$10,000
-OS Printing & Disclosure	\$5,000-\$10,000
-CUSIP	\$500-\$1,000
-Electronic Sale Services	\$1,000-\$3,000
-MSRB Fees	\$500-\$1,000
-Miscellaneous	\$500-\$2,000

CFD Bond Transactions:

For consideration of the services to be described above, the City agrees to compensate the Firm the following amount for the services provided within each phase of the CFD engagement:

Phase 1: Application Review: \$3,000

Phase 2: Review & Recommendation: Not to exceed \$15,000 (to be determined on a case by case basis). This amount will be billed at an hourly rate.

Phase 3: Creation and Financing: \$2.00/\$1,000 par amount of issue size (\$15,000 minimum to \$50,000 maximum. To be paid from bond proceeds.)

Phase 3: On-going Administration & Disclosure: \$5,000 per CFD and issue per year.

Other Work:

Any and all services required to successfully completing the issuance of bonds, whether on a competitive or negotiated sale basis, will be performed by TLHocking including, but not limited to, assistance in the preparation of all disclosure documents, official statements, notices of sale, securing credit enhancement, bond sale reports, closing memoranda, etc. It is proposed that fees related to the issuance of bonds be paid from bond proceeds. Any and all costs of issuance related to a bond issue will be paid from bond proceeds. These costs may include Bond Counsel fees, Rating Agency fees, Insurance premiums, Trustee, Registrar and Paying Agent Fees, costs of printing, publication and distribution of disclosure documents, MSRB fees, CUSIP fees, etc. For those services that are subject to



Financial Advisory Services Proposal

cost discretion, such as insurance premiums, printing and publication costs we propose to secure bids for those services in order to keep the costs to a minimum.

Alternative Fee Schedule:

Pursuant to the Best Practices recommended by the GFOA for Municipal Advisors, as an alternative to the Standard Fee Schedule described above, TLHocking proposes another fee schedule option for your consideration and somewhat similar to the current fee structure in place with the City. With the recent regulatory changes in defining the roles of a Municipal Advisor by the SEC and MSRB, GFOA has recommended that fees paid to municipal advisors should be on an hourly basis or retainer basis. Therefore, we are submitting for your consideration the following alternative fee schedule.

- a) **Monthly Retainer:** A monthly retainer in an amount of \$3,500. Such retainer will cover any and all general work described below.

Financial Planning

- Assist in the development and/or updates to the City's Financial Policies
- Review of Existing Debt Structures
- Review of the Capital Budget
- Analysis of Future Debt Capacity
- Identification of financing alternatives including alternative revenue sources to support capital project financing
- Develop financing strategy for the City to successfully finance proposed project(s)

Other Services and Continuing Disclosure

- Preparation and/or annual update of "Current Debt Profile Manual"
- Review and/or development of the City's Financial Management or Debt Policy Statements
- Development of cash flow proformas for various projects, as requested
- Monitor market conditions and propose refunding opportunities to generate significant debt service savings
- Assist in the analysis of proformas related to utility rate reviews
- Provide support in structuring and timing of debt issues and other financial options including advice on innovative financing solutions
- Assist in the negotiations with any Developer and/or related parties regarding a Development Agreement and other related development incentive agreements and/or initial discussions related to the creation of Community Facilities Districts
- Attend and participate in City Council meetings and staff meetings, as required
- Provide annual Continuing Disclosure, as required to comply with Rule 15(c)2-12 disclosure requirements on an annual basis
- Provide annual report to Bond Trustee of Excise Tax coverage
- Provide annual schedules for CAFR Statistical Section
- Any other items as requested by the Finance Director, City Manager or City Council
- Quarterly on-site visits with the Finance Director and/or staff

- b) **Alternative City Bond Transaction Fees:** In addition to the monthly retainer described above, the Alternative Fee Structure proposes a reduced fee schedule for City Bond Transactions, described above in the Standard Fee Schedule.

New Money Bond Issue (General Obligation, Utility Revenue or Excise Tax Revenue Bonds):

\$0.50/\$1,000 principal amount of bonds issued.

Bond Defeasance:

\$0.40/\$1,000 principal amount of bonds defeased



Financial Advisory Services Proposal

Refunding Bond Issue:

\$0.85/\$1,000 principal amount of bonds issued

Special Assessment Issue:

\$0.75/\$1,000 principal amount of bonds issued

The minimum standard fee for any type of bond issue and method of sale will be \$12,500 per bond issue, except that for a bond defeasance the fee will be \$7,500. The maximum standard fees will be capped at the rate equal to \$50 million for any bonds that are issued in excess of \$50 million regardless of the type and method of sale. These fees may be included in the costs of issuance and paid from bond proceeds.

- c) **Hourly Fees and Special Projects:** In lieu of the alternative monthly retainer, the City may opt to pay for services described herein on an hourly fee basis as shown below. If this option is selected, the City Bond Transactions fees will be based on the Standard Fee Schedule above. A determination will be made at the beginning of each year which fee schedule the City intends to use. Such fees will be billed on a monthly basis.

For Special Projects that have been determined by mutual consent to be beyond the scope of services contemplated as described, the City may elect to compensate the firm for work performed on an hourly basis. An estimate of the time required to complete the Special Project will be provided to the City prior to commencement of the project. Such fees will be billed on a monthly basis.

The hourly Financial Consulting Fees provided to the City are as follows:

<u>Hourly Consulting Fee</u>	<u>Assigned Consultant</u>
\$250.00	Principal
\$175.00	Associate
\$90.00	Administrative Assistant

Out-of-Pocket Expenses:

The City will be responsible for reasonable out-of-pocket expenses incurred by TLHocking including, but not limited to, direct expenses related to pre-approved out-of-state travel, communications, MMD data, cost of copying and word processing, etc.



4. Client References

The following is a list of references related to current clients of TLHocking. Each of these contacts has worked directly with Mr. Hocking and has first-hand knowledge of the quality of service the firm provides. We are pleased to be associated with these clients and encourage you to contact these references as you assess our qualifications to serve the City.

*CLIENT
REFERENCES*

City of Yuma, AZ

Mr. Pat Wicks
Finance Director
One City Plaza
Yuma, AZ 85364
(928) 373-5020

City of Sierra Vista, AZ

Mr. David Felix
Finance Manager
Chuck Potucek
City Manager
1011 N. Coronado Drive
Sierra Vista, Arizona 85635
(520) 458-3315

City of Topeka, KS

Mr. Jim Colson
City Manager
215 SE 7th, Room 352
Topeka, KS 66603-3914
(785) 368-3725

City of Glendale

Ms. Julie Frisoni
Assistant City Manager
5850 W. Glendale Ave.
Glendale, AZ 85301
(623) 930-2000



5. Additional Data Support

Other TLHocking Professional Experience

Throughout his professional career Mr. Hocking has attended and participated in numerous local, state and national professional organizations and associations. He has also is a member of GFOA and GFOAz.

ADDITIONAL INFORMATION

The following list highlights some of the organizations and events that Mr. Hocking has actively participated in as a speaker or instructor:

PRESENTATIONS TO PROFESSIONAL ORGANIZATIONS

- Arizona Finance Officers Association – “Financing Tools & Trends”, August 2010
- Arizona City/County Management Associations: Webinar – “Public-Private Partnerships – Innovative (and Realistic) Options – From the Public Perspective”, Sept 2007
- Arizona Finance Officers Association: Government Property Lease Excise Tax Presentation, Nov 2006
- Arizona Finance Officers Association: “Public Private Partnerships”, Mar 2006
- Arizona Finance Officers Association: “Types of Bonds and Methods of Sale”, Aug 2000
- IEDC Conference: “A Total Approach for the Development of Multi-Purpose Events Centers”, Jan 2005
- IEDC Conference – “Sports Commissions and Authorities”, Jan 2004
- ICSC CenterBuild - “Retail, Entertainment and Public Venues”, 2005
- Public Infrastructure Financing Workshop – “Community Facilities Districts and Improvement Districts in Arizona”, Dec 2002

PRESENTATIONS TO CITY OF PEORIA

- Citizens Bond Committee Overview of Bonds Presentation, Oct 1999
- Discussion of Vistancia Community Facilities District Presentation, Sept 2002
- Bond Overview Presentation May 2003
- City Improvement Districts Presentation, Oct 2003
- Refunding Bond Presentation, Oct 2003
- Bond Authorization and Sale Process, Nov 2003
- Annual Revenue Symposium -“Stadia-Mania”, Aug 2004
- Citizens Bond Committee Overview of Bonds Presentation, Sept 2004
- Citizens Bond Committee Presentation, Sept 2004
- Community Facilities District Presentation, Feb 2009
- Peoria Economic Development Board Presentation, June 2009

Additionally, we have made numerous formal presentations at City Council meetings, Citizens’ bond committee meetings, bond rating meetings, special events meetings and professional organizations. Mr. Hocking has conducted many training sessions on the fundamentals of municipal finance for most of our clients, including the cities of Peoria, Glendale, Yuma, Surprise, Chino Valley, Fountain Hills and Sierra Vista.

THOMAS L. HOCKING

Mailing Address

TLHocking & Associates LLC
P.O. Box 10097
Phoenix, Arizona 85016
(480) 368-1010 (Office)
(480) 368-1011 (Fax)

PROFESSIONAL CAREER

- 2001 – Present **President** - *TLHocking & Associates LLC*. (Phoenix, AZ). An independent municipal financial advisory firm formed to serve local governments and the development community. Firm also involved in sports facilities financing and public/private partnership projects.
- 1998-2001 **Managing Director** – *U.S. Bancorp Piper Jaffray Inc.* (Phoenix, AZ). Regional investment banking and full service brokerage firm. Municipal bond underwriter and financial advisor to many local governments in Arizona and Southwest. Lead investment banker to over 20 municipalities, colleges, and special districts throughout the State. Involved in public infrastructure financings totaling over \$2.0 billion throughout investment banking career.
- 1995-1998 **Senior Vice President and Managing Director** – *Principal Financial Securities, Inc.* (Phoenix, AZ). Regional investment banking firm involved in municipal bond underwriting and financial advisory services to Arizona local governments.
- 1991-1995 **Senior Vice President** – *Peacock, Hislop, Staley & Given, Inc.* (Phoenix, AZ). Local investment banking firm; Capital Markets Group specializing in underwriting municipal bonds and serving as financial advisor.
- 1989-1991 **Senior Vice President/Manager** – *Kemper Securities Group* (formerly Boettcher & Company). Investment banking firm specializing in underwriting municipal bonds. Arizona municipal finance department manager located in Scottsdale responsible for Southwest region.
- 1984-1989 **Senior Vice President** – *Boettcher & Company*. Regional investment banking firm doing similar work as described above.
- 1980-1984 **Assistant Finance Director** – *City of Phoenix, Arizona*. Responsible for two of four department divisions (Treasury and Risk Management). Also responsible for debt program and City-wide revenue forecasting. Supervised over 150 employees. Responsible for implementing City-wide financial management system.
- 1975-1980 **Finance Director** – *City of Prescott, Arizona*. Responsible for overall financial and debt management systems of City as well as risk management and personnel functions. Also served in capacity of Assistant City Manager.
- 1975 **Research Intern** – *League of Arizona Cities and Towns*. Assisted local governments with specific issues and conducted research for special projects affecting legislative activities while attending graduate school.
- 1974 **Summer Intern** – *Tempe (Arizona) Police Department*. Developed research material for graduate studies practicum while attending graduate school.

- 1973 **Page.** *Arizona State Senate* (Phoenix, Arizona). Worked as Senate Page while attending graduate school
- 1971 **Legislative Intern** – *U.S. Congress* (Washington, D.C.). Representative Frank Evans (D-Colorado). Assisted with legislative analysis and constituent service, while attending undergraduate school.

EDUCATION

Masters degree in Public Administration – 1975
Arizona State University (Tempe, Arizona)

Bachelors of Science degree in Political Science – 1972
Colorado State University-Pueblo (formerly Southern Colorado State College)

PROFESSIONAL CERTIFICATIONS

Securities and Exchange Commission Registrations:

Series 7 (Arizona, Colorado)
Series 63 (Arizona, Colorado)

VOLUNTEER WORK

- 2002-2004 **President, Board of Directors - Surprise Sundancers** (City of Surprise, Texas Rangers and Kansas City Royals spring training booster group)
- 1989-2002 **Chairman and Member, Board of Directors** – Arizona Department of Corrections Business Solutions Council and formerly DOC Venture Team
- 1994-2001 **Chairman, Treasurer, and Member, Board of Directors - Peoria Diamond Club** (City of Peoria, San Diego Padres and Seattle Mariners spring training booster group)
- 1995-1999 **Member, Board of Directors** – Xavier College Preparatory Foundation
- 1989-1997 **Member, Board of Trustees** – Prescott Historical and Cultural Center
- 1994-1997 **Vice Chairman, Board of Directors** – Peoria Economic Development Group

Other civic committees and organizations

- 1991-1992 **Member, Annual Comprehensive Budget Review Committee** – City of Phoenix
- 1976-1980 **Member, Board of Directors** – Yavapai (Prescott) Big Brothers/Big Sisters
- 1976-1980 **Member, Board of Directors** – Prescott YMCA
- Life Member** – ASU Alumni Association
- Member** – Arizona Finance Officers Association and Government Finance Officers Association

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: December 16, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

FROM: Julie Ayers, Human Resources Director

SUBJECT: Request for Exemption from Requirement to Post Security for Self Insured Workers Compensation Claims

Purpose:

This is a request for City Council to review and approve certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer is exempt from the Industrial Commission of Arizona (ICA) requirement to post security for pending self-insurance claims.

Background/Summary:

The Industrial Commission of Arizona (ICA) requires that public entities are exempt from posting financial security for claims liability provided the governing body provides a statement to the Commission at the beginning of each year certifying the availability of adequate funds to pay for worker's compensation claims. By providing a certified statement, the City of Peoria will meet the requirements imposed by the Industrial Commission of Arizona as it relates to establishing a self-insured worker's compensation plan.

Previous Actions:

Previous requests for exemption were also processed on 7/1/2009, 7/1/2010, 1/1/2011, 1/1/2013 and 12/10/2013.

Options: The Council may select the following options:

- A:** The Mayor and Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers Compensation self-insurer, requests the Industrial Commission of Arizona (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.
- B:** If this request is not approved and signed, the City will have to purchase a bond (cost of bond is unknown).

Staff's Recommendation:

The Mayor and Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers Compensation self-insurer, requests the Industrial Commission of Arizona (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.

Fiscal Analysis:

N/A

Narrative:

Once City Council approves the certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer is exempt from the Industrial Commission of Arizona (ICA) requirement to post security for pending self-insurance claims, and necessary signatures are obtained, these documents will be returned to the Human Resources Department and routed through the City Clerk. The final approved documents will be submitted to the Industrial Commission of Arizona (ICA).

Exhibit(s):

Exhibit 1: Request from Exemption Communication and Certified Statement

Contact Name and Number: Christine Nickel, Benefits and Compensation Administrator
Telephone number: 623-773-7101



CITY OF PEORIA)

SS

COUNTY OF MARICOPA)

I Rhonda Geriminsky, City Clerk of the City of Peoria, County of Maricopa, within the State of Arizona, do hereby and attest that the attached is the original Request for Exemption from Requirement to Post Statutory Deposit for the City of Peoria Self-Insured Workers' Compensation in accordance with the Arizona Administrative Code and for its Self-Insured Workers Compensation program, has been duly approved and signed by the Peoria Mayor and City Council on January 20, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Peoria to be affixed hereunto this _____ day of January, 2015.

Rhonda Geriminsky, City Clerk

Request for Exemption from Requirement to Post Statutory Deposit

Pursuant to the Arizona Administrative Code subsection R20-5-1114 (A & B), this document constitutes a certified statement from the City of Peoria, a chartered Arizona municipality), duly qualified and authorized Arizona Workers Compensation self-insurer.

The City of Peoria hereby requests the Industrial Commission of Arizona (ICA) approve an alternate (exemption) from the posting of a statutory deposit, of which the current approved types are as follows: Letter of credit; a surety bond; U.S. Treasury notes or establishing a local government investment pool (LGIP) account. This request is made in accordance with A.A.C § R20-5-1114 and shall cover the City of Peoria's unpaid Workers Compensation claims liability, as outlined in the foregoing statement.

The City of Peoria, Arizona States:

- 1) The City of Peoria has established a self insurance trust pursuant to A.R.S. § 11-981 (A-F) and the A.A.C.R20-5-1114.
- 2) The City of Peoria shall conduct an actuary report on an annual basis. The confidence level shall be no less than fifty-five percent. The discount for investments shall be no more than 3.0% annually.
- 3) The risk management fund and/or workers compensation trust is sufficient to cover actuarial liabilities for workers compensation' as determined by the self insurer in accordance with Government Accounting Standards Board Statement #10 (replaced by GASB No. 30); and
- 4) The City of Peoria provides funding to the risk management fund and/or trust established pursuant to A.R.S. § 11-981 (A-F) each year. The amount in the internal service fund held for workers' compensation purposes within the trust is sufficient to cover actuarial liabilities for workers compensation claims as determined by the self-insurer's actuary in accordance with Government Accounting Standards Board Statement #10 (replaced by GASB No. 30), as well as workers' compensation reserves multiplied by 125% pursuant to the A.A.C.
- 5) The City of Peoria's governing body, or designate, shall immediately notify the ICA and provide security as provided by and in this Article, if the governing body, or designate, learns that the risk management internal service fund and/or trust has insufficient funds to cover all workers compensation liabilities of the City of Peoria.
- 6) Pursuant to items 1 through 4, the City of Peoria meets the conditions required under A.R.S. § 11-981 (A-F) and the Arizona Administrative Code, subsection R20-5-1114 (A&B).
- 7) The signatures below represent a majority of the governing body (Council/Board) members.

Signed _____

Cathy Carlat, Mayor

Date _____

Signed _____

Jon Edwards, Vice Mayor

Date _____

Signed _____

Vicki Hunt, Councilmember

Date _____

Signed _____

Bill Patena, Councilmember

Date _____

Signed _____

Ben Toma, Councilmember

Date _____

Signed _____

Michael Finn, Councilmember

Date _____

Signed _____

Carlo Leone, Councilmember

Date _____

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FROM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: December 10, 2014

Council Meeting Date: January 20, 2014

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Maintenance Improvement District No. 1171, Querencia Phase 2, Lake Pleasant Parkway and Yearling Road

Purpose:

This is a request for City Council to approve a Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1171, Querencia Phase 2, Lake Pleasant Parkway and Yearling Road, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

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

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

and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1171, Querencia Phase 2, located at Lake Pleasant Parkway and Yearling Road. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2016, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Querencia Phase 2 was approved by the City on December 9, 2014 and recorded with the County.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance

responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

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

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number: William Beloit, Engineering Technician II x7573

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

[1171]
MID#

[Querencia-Phase 2]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 23.9038 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the _____ day of _____, 20____.

<p><u>JEN Arizona 17 LLC</u> Print Property Owner Name <u>Diann Curley Authorized Signor</u> Print Name <u>20045 N. 19th Ave Bldg #10 Ste #3 PNY</u> Address <u>85027</u> Signature</p>	<p>Date: _____</p>	<p>Property (Tax Parcel Numbers) APN:201-06-993A APN:201-06-993B APN:201-06-993-C</p>
<p>_____ Print Property Owner Name _____ Print Name _____ Address _____ Signature</p>	<p>Date: _____</p>	<p>Property (Tax Parcel Numbers) _____</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2015-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1171, QUERENCIA PHASE 2, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1171 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1171

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

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1171.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 20th day of January, 2015.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

CERTIFICATION OF CITY ENGINEER

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

Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2015-02 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on January 20, 2015 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria



**PARCEL DESCRIPTION
FOR
QUERENCIA - PHASE 2**

9977 N 90th Street
Suite 150
Scottsdale, Arizona 85258
USA

Phone (602) 977-8000
Fax (602) 977-8099

www.cardno.com

That portion of the South half of the Northwest quarter of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, lying Easterly of the East right-of-way line of Lake Pleasant Parkway as established in Book 2 of maps, Page 43A, in the records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the center of said Section 4, monumented by an iron rod;

Thence, South 89°33'42" West, along the Southerly line of the Northwest quarter of said Section 4, a distance of 1,707.46 feet, to point on the Easterly right-of-way line of Lake Pleasant Parkway;

Thence, continuing along said Southerly line, South 89°33'42" West, a distance of 99.61 feet, to a point on the centerline of Lake Pleasant Parkway;

Thence, leaving said Southerly line, North 17°04'07" East, along said centerline, a distance of 258.50 feet;

Thence, leaving said centerline, South 72°55'53" East, a distance of 95.00 feet, to a point on the Easterly right-of-way line of said Lake Pleasant Parkway;

Thence, along said Easterly right-of-way line, South 17°04'07" West, a distance of 19.89 feet;

Thence, continuing along said Easterly right-of-way line, South 72°55'53" East, a distance of 50.00 feet;

Thence, leaving said Easterly right-of-way line, North 67°49'55" East, a distance of 319.22 feet;

Thence, North 18°15'34" West, a distance of 89.07 feet;

Thence, North 11°06'38" West, a distance of 300.30 feet;

Thence, North 00°55'21" East, a distance of 88.45 feet;

Thence, North 09°46'46" East, a distance of 15.85 feet;

Thence, South 80°13'14" East, a distance of 131.57 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 205.00 feet, a central angle of 01°05'42", from which the center of said curve bears South 80°13'14" East;

Thence, Southerly, along the arc of said curve, a distance of 3.92 feet, to a point of non-tangency;



Thence, South 81°00'23" East, a distance of 25.00 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 180.00 feet, a central angle of 02°16'47", from which the center of said curve bears South 81°21'31" East;

Thence, Southerly, along the arc of said curve, a distance of 7.16 feet, to a point of non-tangency;

Thence, South 79°45'47" East, a distance of 25.07 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 155.00 feet, a central angle of 16°50'46", from which the center of said curve bears South 84°15'53" East;

Thence, Southerly, along the arc of said curve, a distance of 45.57 feet, to a point of tangency;

Thence, South 11°06'38" East, a distance of 10.60 feet;

Thence, North 78°53'22" East, a distance of 172.59 feet;

Thence, South 81°03'17" East, a distance of 146.21 feet;

Thence, South 75°41'57" East, a distance of 50.00 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 325.00 feet, a central angle of 6°45'25", from which the center of said curve bears South 75°41'57" East;

Thence, Southerly, along the arc of said curve, a distance of 38.33 feet, to a point of non-tangency;

Thence, South 82°27'22" East, a distance of 130.00 feet;

Thence, South 80°48'56" East, a distance of 271.25 feet;

Thence, North 39°49'13" East, a distance of 240.80 feet;

Thence, North 67°15'42" East, a distance of 174.43 feet;

Thence, North 88°20'42" East, a distance of 112.03 feet, to a point on the Easterly line of said Northwest quarter of Section 4;

Thence, along said Easterly line, South 01°39'18" East, a distance of 834.19 feet, to the **POINT OF BEGINNING**;

The described parcel contains 1,041,252 square feet, or 23.9038 acres (gross area), more or less.

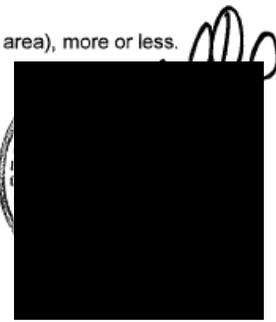


EXHIBIT “B”

IS ON FILE IN THE

**CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345**

**CITY OF PEORIA, ARIZONA
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1171, QUERENCIA PHASE 2.

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

On the 20th day of January, 2015 the Mayor and Council of the City of Peoria adopted Resolution No. 2014-03 ; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1171, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1171 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this _____ day of _____, 2015.

Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2015-03

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1171, QUERENCIA PHASE 2; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1171.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1171 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1171 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1171 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1171.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1171 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2015-03
MID 1171 – Querencia Phase 2
January 20, 2015
Page 3 of 7 Pages

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 20th day of January, 2015.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney



**PARCEL DESCRIPTION
FOR
QUERENCIA - PHASE 2**

9977 N 90th Street
Suite 150
Scottsdale, Arizona 85258
USA

Phone (602) 977-8000
Fax (602) 977-8099

www.cardno.com

That portion of the South half of the Northwest quarter of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, lying Easterly of the East right-of-way line of Lake Pleasant Parkway as established in Book 2 of maps, Page 43A, in the records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the center of said Section 4, monumented by an iron rod;

Thence, South 89°33'42" West, along the Southerly line of the Northwest quarter of said Section 4, a distance of 1,707.46 feet, to point on the Easterly right-of-way line of Lake Pleasant Parkway;

Thence, continuing along said Southerly line, South 89°33'42" West, a distance of 99.61 feet, to a point on the centerline of Lake Pleasant Parkway;

Thence, leaving said Southerly line, North 17°04'07" East, along said centerline, a distance of 258.50 feet;

Thence, leaving said centerline, South 72°55'53" East, a distance of 95.00 feet, to a point on the Easterly right-of-way line of said Lake Pleasant Parkway;

Thence, along said Easterly right-of-way line, South 17°04'07" West, a distance of 19.89 feet;

Thence, continuing along said Easterly right-of-way line, South 72°55'53" East, a distance of 50.00 feet;

Thence, leaving said Easterly right-of-way line, North 67°49'55" East, a distance of 319.22 feet;

Thence, North 18°15'34" West, a distance of 89.07 feet;

Thence, North 11°06'38" West, a distance of 300.30 feet;

Thence, North 00°55'21" East, a distance of 88.45 feet;

Thence, North 09°46'46" East, a distance of 15.85 feet;

Thence, South 80°13'14" East, a distance of 131.57 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 205.00 feet, a central angle of 01°05'42", from which the center of said curve bears South 80°13'14" East;

Thence, Southerly, along the arc of said curve, a distance of 3.92 feet, to a point of non-tangency;



Thence, South 81°00'23" East, a distance of 25.00 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 180.00 feet, a central angle of 02°16'47", from which the center of said curve bears South 81°21'31" East;

Thence, Southerly, along the arc of said curve, a distance of 7.16 feet, to a point of non-tangency;

Thence, South 79°45'47" East, a distance of 25.07 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 155.00 feet, a central angle of 16°50'46", from which the center of said curve bears South 84°15'53" East;

Thence, Southerly, along the arc of said curve, a distance of 45.57 feet, to a point of tangency;

Thence, South 11°06'38" East, a distance of 10.60 feet;

Thence, North 78°53'22" East, a distance of 172.59 feet;

Thence, South 81°03'17" East, a distance of 146.21 feet;

Thence, South 75°41'57" East, a distance of 50.00 feet, to a point of non-tangent curvature to the left, concave Easterly, having a radius of 325.00 feet, a central angle of 6°45'25", from which the center of said curve bears South 75°41'57" East;

Thence, Southerly, along the arc of said curve, a distance of 38.33 feet, to a point of non-tangency;

Thence, South 82°27'22" East, a distance of 130.00 feet;

Thence, South 80°48'56" East, a distance of 271.25 feet;

Thence, North 39°49'13" East, a distance of 240.80 feet;

Thence, North 67°15'42" East, a distance of 174.43 feet;

Thence, North 88°20'42" East, a distance of 112.03 feet, to a point on the Easterly line of said Northwest quarter of Section 4;

Thence, along said Easterly line, South 01°39'18" East, a distance of 834.19 feet, to the **POINT OF BEGINNING**;

The described parcel contains 1,041,252 square feet, or 23.9038 acres (gross area), more or less.



EXHIBIT “B”

IS ON FILE IN THE

**CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345**

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: December 15, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Maintenance Improvement District No. 1175, Blackstone at Vistancia Parcel A3, Lone Mountain and Sunrise Point

Purpose:

This is a request for City Council to approve a Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1175, Blackstone at Vistancia Parcel A3, Lone Mountain and Sunrise Point, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

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

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

and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1175, Blackstone at Vistancia Parcel A3, located at Lone Mountain and Sunrise Point. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2015, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Blackstone at Vistancia Parcel A3 was approved by the City on October 21, 2014 and recorded with the County.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance

responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

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

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number: William Beloit, Engineering Technician II, x7573

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

[1175]

MID#

BLACKSTONE AT VISTANCIA, PARCEL A3

[
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 62.381 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the 7th day of OCTOBER 20 14.

<p>Blackstone at Vistancia Community Association, an Arizona non-profit corporation</p> <p>Print Property Owner Name <u>JEREMY JOHNSON</u></p> <p>Print Name [REDACTED]</p> <p>Address [REDACTED]</p> <p>Signature <u>[Signature]</u></p>	<p>Date: <u>10/7/2014</u></p>	<p>Property (Tax Parcel Numbers) <u>See Exhibit A</u></p>
<p>Vistancia Maintenance Corporation, an Arizona non-profit corporation</p> <p>Print Property Owner Name <u>Chris Reed</u></p> <p>Print Name [REDACTED]</p> <p>Address [REDACTED]</p> <p>Signature [REDACTED]</p>	<p>Date: <u>10/7/14</u></p>	<p>Property (Tax Parcel Numbers) <u>See Exhibit A</u></p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the 7th day of OCTOBER 20 14.

<p>Vistancia South, LLC, a Delaware limited liability company</p> <p>Print Property Owner Name <u>MARK HAMMONS</u></p> <p>Print Name <u>28620 N. EL MIRAGE RD #102 85383</u></p> <p>Address <u>[REDACTED]</u></p> <p>Signature <u>[REDACTED]</u></p>	<p>Date: <u>10/6/14</u></p>	<p>Property (Tax Parcel Numbers) <u>See Exhibit A</u></p>
<p>Blackstone Country Club, an Arizona non-profit corporation</p> <p>Print Property Owner Name <u>MARK HAMMONS</u></p> <p>Print Name <u>28620 N. EL MIRAGE RD #102 85383</u></p> <p>Address <u>[REDACTED]</u></p> <p>Signature <u>[REDACTED]</u></p>	<p>Date: <u>10/6/14</u></p>	<p>Property (Tax Parcel Numbers) <u>See Exhibit A</u></p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2015-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1175, BLACKSTONE AT VISTANCIA, PARCEL A3, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1175 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1175

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

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1175.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 20th day of January, 2014.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

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CERTIFICATION OF CITY ENGINEER

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

Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2015-04 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on January 20, 2015 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria

EXHIBIT
LEGAL DESCRIPTION FOR
BLACKSTONE AT VISTANCIA, PARCEL A3
MAINTENANCE IMPROVEMENT DISTRICT NO. 1175

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 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe stamped "T5N, R1W, 13, 14, 23, 24, dated 1922" for the Northeast corner of said Section 23, from which a found GLO monument on 3/4" pipe stamped "23, 2, 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 2051.26 feet to the TRUE POINT OF BEGINNING;

THENCE South 35 deg. 16 min. 59 sec. East departing said East line, a distance of 289.78 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 233.69 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 227.81 feet to the centerline of Lone Mountain Road as shown in the Map of Dedication of same recorded in Book 744 of maps, Page 25, MCR, said point being a Point of Curvature radial to said line and being a circular curve to the right, having a radius of 3000.00 feet, a central angle of 15 deg. 59 min. 35 sec., and being subtended by a chord which bears North 42 deg. 24 min. 59 sec. West - 834.68 feet;

THENCE in a northwesterly direction along said curve to the right and along said centerline, a distance of 837.39 feet;

THENCE North 34 deg. 25 min. 12 sec. West tangent to said curve and along said centerline, a distance of 624.79 feet to a Point of Curvature of a circular curve to the left, having a radius of 3200.00 feet, a central angle of 40 deg. 50 min. 42 sec., and being subtended by a chord which bears North 54 deg. 50 min. 33 sec. West - 2233.22 feet;

THENCE in a northwesterly direction along said curve to the left and along said centerline, a distance of 2281.22 feet;

THENCE North 14 deg. 44 min. 12 sec. East non-tangent to said curve and departing said centerline, a distance of 144.86 feet to a Point of Curvature of a circular curve to the left, having a radius of 418.71 feet, a central angle of 12 deg. 44 min. 12 sec., and being subtended by a chord which bears North 08 deg. 22 min. 06 sec. East - 92.89 feet;

THENCE in a northerly direction along said curve to the left, a distance of 93.08 feet;

THENCE North 02 deg. 00 min. 00 sec. East tangent to said curve, a distance of 126.59 feet to a Point of Curvature of a circular curve to the right, having a radius of 410.00 feet, a central angle of 33 deg. 01 min. 36 sec., and being subtended by a chord which bears North 18 deg. 30 min. 48 sec. East - 233.08 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 236.33 feet;

THENCE North 35 deg. 01 min. 36 sec. East tangent to said curve, a distance of 133.76 feet to a Point of Curvature of a circular curve to the left, having a radius of 415.00 feet, a central angle of 17 deg. 13 min. 37 sec., and being subtended by a chord which bears North 26 deg. 24 min. 47 sec. East - 124.31 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 124.78 feet;

THENCE South 72 deg. 12 min. 01 sec. East radial to said curve, a distance of 45.32 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 185.00 feet, a central angle of 31 deg. 20 min. 23 sec., and being subtended by a chord which bears North 54 deg. 34 min. 00 sec. East - 99.94 feet;

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THENCE in a northeasterly direction along said curve to the right, a distance of 101.19 feet to a point of cusp on a circular curve to the right, having a radius of 100.43 feet, a central angle of 59 deg. 57 min. 58 sec., and being subtended by a chord which bears North 01 deg. 12 min. 53 sec. East - 100.38 feet;

THENCE in a northerly direction along said curve to the right, a distance of 105.11 feet;

THENCE South 55 deg. 10 min. 15 sec. East non-tangent to said curve, a distance of 932.06 feet;

THENCE South 45 deg. 49 min. 37 sec. East, a distance of 193.61 feet;

THENCE South 11 deg. 22 min. 30 sec. East, a distance of 398.33 feet;

THENCE South 46 deg. 54 min. 05 sec. East, a distance of 538.03 feet;

THENCE South 80 deg. 23 min. 31 sec. East, a distance of 430.55 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 51 deg. 57 min. 17 sec., and being subtended by a chord which bears South 10 deg. 10 min. 26 sec. East - 162.07 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 167.75 feet;

THENCE South 35 deg. 16 min. 59 sec. East non-tangent of said curve, a distance of 283.48 feet to the POINT OF BEGINNING, containing 2,717,295 square feet or 62.381 acres of land, more or less.

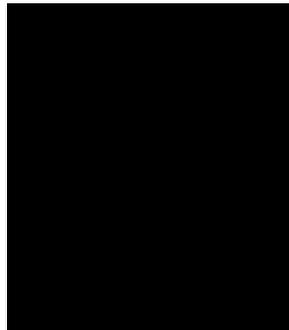


EXHIBIT “B”

IS ON FILE IN THE

**CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345**

**CITY OF PEORIA, ARIZONA
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1175, BLACKSTONE AT VISTANCIA, PARCEL A3.

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

On the 20th day of January, 2015 the Mayor and Council of the City of Peoria adopted Resolution No. 2015-05 ; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1175, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1175 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this _____ day of _____, 2015.

Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2015-05

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1175, BLACKSTONE AT VISTANCIA, PARCEL A3; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1175.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1175 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1175 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1175 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1175.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1175 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2015-05
MID 1175 – Blackstone at Vistancia, Parcel A3
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City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 20th day of January, 2015.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

EXHIBIT
LEGAL DESCRIPTION FOR
BLACKSTONE AT VISTANCIA, PARCEL A3
MAINTENANCE IMPROVEMENT DISTRICT NO. 1175

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 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe stamped "T5N, R1W, 13, 14, 23, 24, dated 1922" for the Northeast corner of said Section 23, from which a found GLO monument on 3/4" pipe stamped "23, 2, 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 2051.26 feet to the TRUE POINT OF BEGINNING;

THENCE South 35 deg. 16 min. 59 sec. East departing said East line, a distance of 289.78 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 233.69 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 227.81 feet to the centerline of Lone Mountain Road as shown in the Map of Dedication of same recorded in Book 744 of maps, Page 25, MCR, said point being a Point of Curvature radial to said line and being a circular curve to the right, having a radius of 3000.00 feet, a central angle of 15 deg. 59 min. 35 sec., and being subtended by a chord which bears North 42 deg. 24 min. 59 sec. West - 834.68 feet;

THENCE in a northwesterly direction along said curve to the right and along said centerline, a distance of 837.39 feet;

THENCE North 34 deg. 25 min. 12 sec. West tangent to said curve and along said centerline, a distance of 624.79 feet to a Point of Curvature of a circular curve to the left, having a radius of 3200.00 feet, a central angle of 40 deg. 50 min. 42 sec., and being subtended by a chord which bears North 54 deg. 50 min. 33 sec. West - 2233.22 feet;

THENCE in a northwesterly direction along said curve to the left and along said centerline, a distance of 2281.22 feet;

THENCE North 14 deg. 44 min. 12 sec. East non-tangent to said curve and departing said centerline, a distance of 144.86 feet to a Point of Curvature of a circular curve to the left, having a radius of 418.71 feet, a central angle of 12 deg. 44 min. 12 sec., and being subtended by a chord which bears North 08 deg. 22 min. 06 sec. East - 92.89 feet;

THENCE in a northerly direction along said curve to the left, a distance of 93.08 feet;

THENCE North 02 deg. 00 min. 00 sec. East tangent to said curve, a distance of 126.59 feet to a Point of Curvature of a circular curve to the right, having a radius of 410.00 feet, a central angle of 33 deg. 01 min. 36 sec., and being subtended by a chord which bears North 18 deg. 30 min. 48 sec. East - 233.08 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 236.33 feet;

THENCE North 35 deg. 01 min. 36 sec. East tangent to said curve, a distance of 133.76 feet to a Point of Curvature of a circular curve to the left, having a radius of 415.00 feet, a central angle of 17 deg. 13 min. 37 sec., and being subtended by a chord which bears North 26 deg. 24 min. 47 sec. East - 124.31 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 124.78 feet;

THENCE South 72 deg. 12 min. 01 sec. East radial to said curve, a distance of 45.32 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 185.00 feet, a central angle of 31 deg. 20 min. 23 sec., and being subtended by a chord which bears North 54 deg. 34 min. 00 sec. East - 99.94 feet;

Resolution No. 2015-05
MID 1175 – Blackstone at Vistancia, Parcel A3
January 20, 2015
Page 6 of 8 Pages

THENCE in a northeasterly direction along said curve to the right, a distance of 101.19 feet to a point of cusp on a circular curve to the right, having a radius of 100.43 feet, a central angle of 59 deg. 57 min. 58 sec., and being subtended by a chord which bears North 01 deg. 12 min. 53 sec. East - 100.38 feet;

THENCE in a northerly direction along said curve to the right, a distance of 105.11 feet;

THENCE South 55 deg. 10 min. 15 sec. East non-tangent to said curve, a distance of 932.06 feet;

THENCE South 45 deg. 49 min. 37 sec. East, a distance of 193.61 feet;

THENCE South 11 deg. 22 min. 30 sec. East, a distance of 398.33 feet;

THENCE South 46 deg. 54 min. 05 sec. East, a distance of 538.03 feet;

THENCE South 80 deg. 23 min. 31 sec. East, a distance of 430.55 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 51 deg. 57 min. 17 sec., and being subtended by a chord which bears South 10 deg. 10 min. 26 sec. East - 162.07 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 167.75 feet;

THENCE South 35 deg. 16 min. 59 sec. East non-tangent of said curve, a distance of 283.48 feet to the POINT OF BEGINNING, containing 2,717,295 square feet or 62.381 acres of land, more or less.

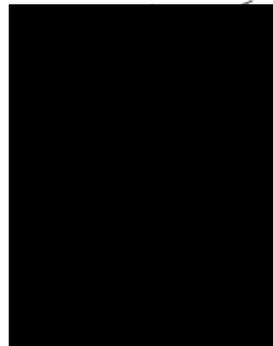


EXHIBIT “B”

IS ON FILE IN THE

**CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345**

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: December 15, 2014 **Council Meeting Date:** January 20, 2015

TO: Carl Swenson, City Manager
FROM: Andrew Granger, P. E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Easements, 68th Lane and Happy Valley Road Related to Terramar Cove

Purpose:

This is a request for City Council to authorize the acceptance of an Easement for a Public Water and Sewer Line and an Easement for a Public Sidewalk from the Deer Valley Unified School District associated with the development of the land adjacent to Terramar Park in the vicinity of 68th Lane and Happy Valley Road.

Background/Summary:

Staff has been working with the developer of the property west of Terramar Park to maximize the development potential. The land is surrounded by a school, existing neighborhoods, custom home lots and Terramar Park which have provided challenges for developing the property. The Deer Valley Unified School District has agreed to dedicate easements to the City on behalf of the future development of the Terramar Cove subdivision.

Previous Actions:

December 9, 2014 – Council approved the dedication of easements to allow emergency access and public utilities through a designated area within Terramar Park.

February 4, 2014 – Council approved a Reimbursement Agreement for Access Road Improvements and Rezoning for the proposed Terramar Cove subdivision.

Options:

A: City Council authorizes the execution, acceptance and recordation of the Easement for Public Water and Sewer Line and an Easement for Public Sidewalk.

B: City Council chooses not to authorize the execution, acceptance and recordation of the easements resulting in potential development impacts to the Terramar Cove subdivision infrastructure.

Staff's Recommendation:

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the easements and acceptance of the easements in the City's system.

Fiscal Analysis:

There is no fiscal impact to the City associated with granting these easements.

Narrative:

Recordation of these easements will provide a public record of the existence and location of the easements. The acceptance of the Resolution by City Council will also bring the easements into our system and is the final step in the process.

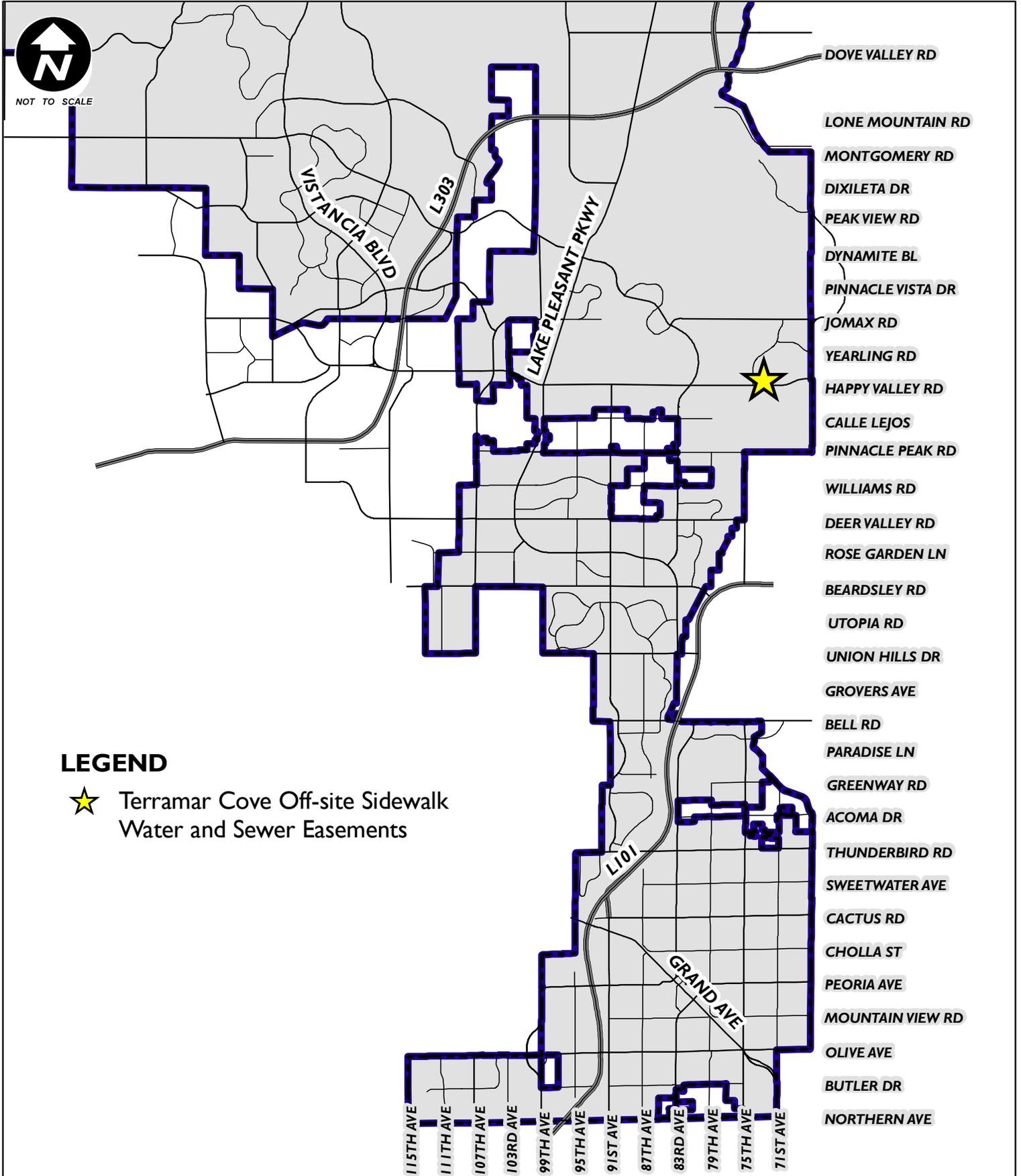
Exhibit(s):

- Exhibit 1:** Vicinity Map
- Exhibit 2:** Location Map
- Exhibit 3:** Resolution

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



NOT TO SCALE



LEGEND

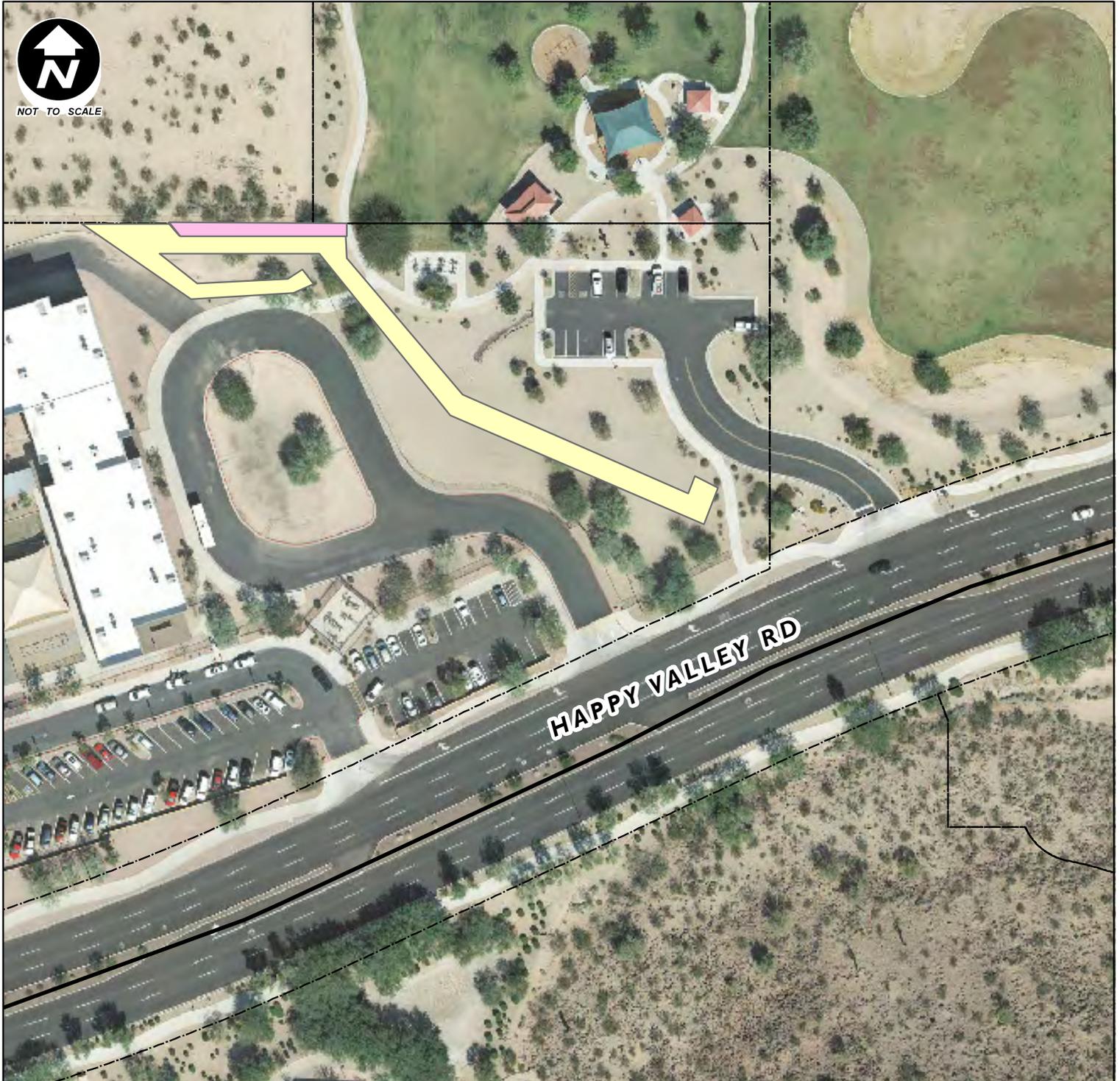
- ★ Terramar Cove Off-site Sidewalk
Water and Sewer Easements

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

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



NOT TO SCALE



LEGEND

 Off-site Water & Sewer Line Easement

 Off-site Sidewalk Easement



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

RESOLUTION NO. 2015-06

RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF PEORIA, ARIZONA, AUTHORIZING THE
ACCEPTANCE OF LAND RIGHTS LOCATED IN THE
VICINITY OF 68TH LANE AND HAPPY VALLEY ROAD.

WHEREAS, the Deer Valley Unified School District has agreed to dedicate easements for public infrastructure to the City of Peoria in the area of 68th Lane and Happy Valley Road; and

WHEREAS, The City is desirous of accepting these land rights which will allow for greater development potential.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may acquire property within or without its corporate limits for any city purposes in fee simple or lesser interest or estate by purchase, gift, devise, lease or condemnation; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the acceptance of the easements identified in "Exhibit A", and authorize the City Manager to execute any and all the documents necessary to accept the dedications; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the acceptance of the easements identified in "Exhibit A", and authorize the City Manager to execute the documents necessary to finalize the easement documents.

Resolution No. 2015-06
DVUSD Easements
January 20, 2015
Page 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 20th day of January, 2015.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ATTACHMENTS:

A. Easements, Public Water & Sewer Line and Public Sidewalk

When Recorded/Executed Mail to:

City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

EASEMENT FOR PUBLIC WATER AND SEWER LINE

DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97 OF MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona ("Grantor"), with an address of 20402 North 15th Avenue, Phoenix, Arizona 85027-3699, Attention: Superintendent, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **CITY OF PEORIA**, an Arizona municipal corporation, in Maricopa County, Arizona, its successors, and assigns, a permanent and perpetual nonexclusive easement for the following purposes, namely: The right to enter upon for construction, maintenance, operation and replacement of a water and sewer line over, under, and across the following described property situated in the County of Maricopa, State of Arizona, described as follows:

(See attached description, Exhibit A)

To have and hold the 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, at City of Peoria's sole cost and expense, the construction, operation, maintenance, and replacement of public water and sewer lines; provided, however, that City of Peoria shall not unreasonably disturb Grantor's use of the Grantor property.

The easement includes, at City of Peoria's sole cost and expense, 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 and sewer line.

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 Grantor, their heirs or assigns.

Easement for Public Water and Sewer Line
Page 2 of 4

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.

The City of Peoria, at its sole cost and expense, will make reasonable efforts to promptly restore asphalt or concrete pavement surfaces substantially to the condition it was in immediately prior to the disturbance.

Grantor, its successors or assigns at its sole cost, shall be responsible for promptly replacing any landscaping or any improvement placed in the easement by Grantor or its successors or assigns.

City of Peoria agrees to use due care in any use of the easement herein granted so as not to unreasonably disturb Grantor's use of its property.

[signature/acknowledgements pages follow]



EXHIBIT A

LEGAL DESCRIPTION

AN EASEMENT LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°53'07" EAST, A DISTANCE OF 2636.51 FEET;

THENCE NORTH 00°13'40" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.67 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTH 89°52'38" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 811.13 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°52'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 66.33 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 45°00'00" EAST, A DISTANCE OF 9.88 FEET TO A POINT ON A LINE PARALLEL WITH AND 7.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, SAID NORTH LINE;

THENCE NORTH 89°52'38" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 129.99 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°07'22" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 27.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, SAID NORTH LINE;

THENCE SOUTH 25°25'04" EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 126.76 FEET;

THENCE SOUTH 59°56'15" EAST, A DISTANCE OF 189.94 FEET;

THENCE NORTH 64°53'26" EAST, A DISTANCE OF 15.38 FEET;

THENCE SOUTH 25°06'34" EAST, A DISTANCE OF 20.00 FEET;

Page: 1 of 4

Title: TERRAMAR COVE OFFSITE WATER & SEWER LINE EASEMENT

Preparing Firm: BOWMAN CONSULTING GROUP, LTD.

Address: 1295 W WASHINGTON, SUITE 108 • TEMPE, ARIZONA 85281

Phone: (480) 629-8830

Fax: (480) 629-8841





EXHIBIT A

LEGAL DESCRIPTION

THENCE SOUTH 64°53'26" WEST, A DISTANCE OF 25.83 FEET;

THENCE NORTH 59°56'15" WEST, A DISTANCE OF 206.60 FEET;

THENCE NORTH 25°25'04" WEST, A DISTANCE OF 142.43 FEET TO A POINT ON A LINE PARALLEL WITH AND 27.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, SAID NORTH LINE;

THENCE SOUTH 89°52'38" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 126.06 FEET;

THENCE SOUTH 45°00'00" EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 33.72 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 74.39 FEET;

THENCE NORTH 64°21'35" EAST, A DISTANCE OF 21.68 FEET;

THENCE SOUTH 25°38'25" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 64°21'35" WEST, A DISTANCE OF 26.23 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 87.22 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 100.02 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 14,313 SQUARE FEET, OR 0.3286 ACRES, MORE OR LESS.

Title: TERRAMAR COVE OFFSITE WATER & SEWER LINE EASEMENT

Preparing Firm: BOWMAN CONSULTING GROUP, LTD.

Address: 1295 W WASHINGTON, SUITE 108 • TEMPE, ARIZONA 85281

Phone:(480) 629-8830

Fax:(480) 629-8841

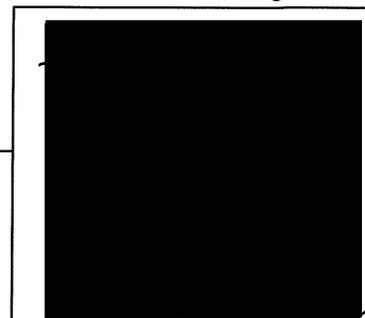
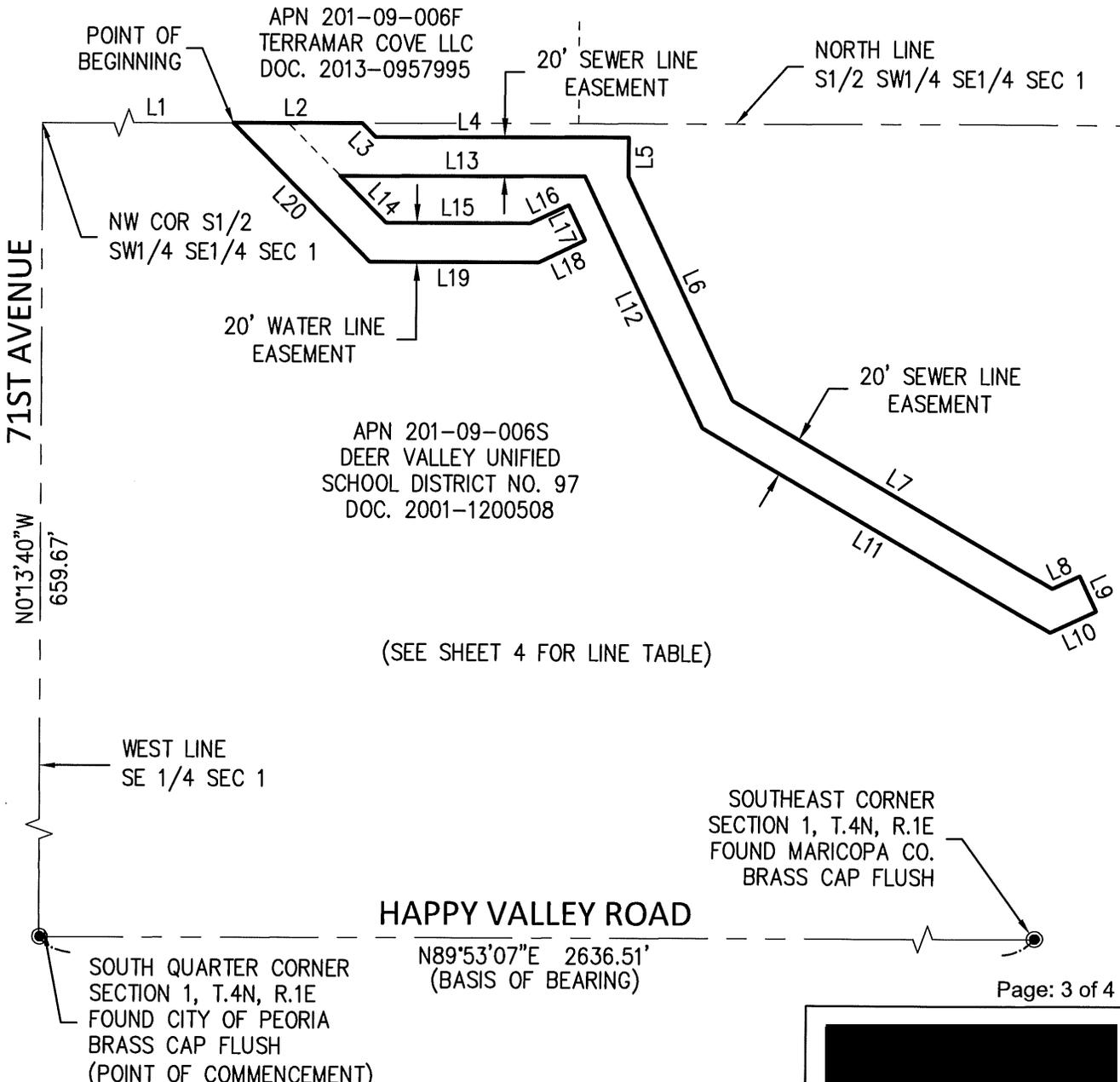




EXHIBIT A SKETCH



(SEE SHEET 4 FOR LINE TABLE)

Title: TERRAMAR COVE OFFSITE WATER & SEWER LINE EASEMENT
 Preparing Firm: BOWMAN CONSULTING GROUP, LTD.
 Address: 1295 W WASHINGTON, SUITE 108 • TEMPE, ARIZONA 85281
 Phone:(480) 629-8830 Fax:(480) 629-8841





EXHIBIT A

SKETCH



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	811.13'	N89°52'38"E
L2	66.33'	N89°52'38"E
L3	9.88'	S45°00'00"E
L4	129.99'	N89°52'38"E
L5	20.00'	S00°07'22"E
L6	126.76'	S25°25'04"E
L7	189.94'	S59°56'15"E
L8	15.38'	N64°53'26"E
L9	20.00'	S25°06'34"E
L10	25.83'	S64°53'26"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L11	206.60'	N59°56'15"W
L12	142.43'	N25°25'04"W
L13	126.06'	S89°52'38"W
L14	33.72'	S45°00'00"E
L15	74.39'	N90°00'00"E
L16	21.68'	N64°21'35"E
L17	20.00'	S25°38'25"E
L18	26.23'	S64°21'35"W
L19	87.22'	N90°00'00"W
L20	100.02'	N45°00'00"W

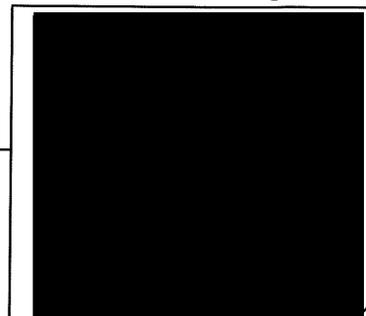
Title: TERRAMAR COVE OFFSITE WATER & SEWER LINE EASEMENT

Preparing Firm: BOWMAN CONSULTING GROUP, LTD.

Address: 1295 W WASHINGTON, SUITE 108 • TEMPE, ARIZONA 85281

Phone:(480) 629-8830

Fax:(480) 629-8841



When Recorded/Executed Mail to:

City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

EASEMENT FOR PUBLIC SIDEWALK

DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97 OF MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona ("Grantor"), with an address of 20402 North 15th Avenue, Phoenix, Arizona 85027-3699, Attention: Superintendent, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the City of Peoria, an Arizona municipal corporation, in Maricopa County, Arizona, its successors, and assigns, a permanent and perpetual nonexclusive easement for the following purposes, namely: The right to enter upon for construction, maintenance, operation and replacement of a sidewalk over, under, and across the following described property situated in the County of Maricopa, State of Arizona, described as follows:

(See attached description, Exhibit A)

To have and hold the 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, at City of Peoria's sole cost and expense, the construction, operation, maintenance, and replacement of public sidewalk; provided, however, that City of Peoria shall not unreasonably disturb Grantor's use of the Grantor property.

The easement includes, at City of Peoria's sole cost and expense, 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 sidewalk.

Easement for Public Sidewalk
Page 2 of 4

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 Grantor, their heirs or assigns.

City of Peoria agrees to use due care in any use of the easement herein granted so as not to unreasonably disturb Grantor's use of its property.

[signature/acknowledgements pages follow]

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation, in Maricopa County,
Arizona

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
County of _____) ss.
_____)

On this date, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____

Notary Public

My Commission Expires:



EXHIBIT A

LEGAL DESCRIPTION

AN EASEMENT LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°53'07" EAST, A DISTANCE OF 2636.51 FEET;

THENCE NORTH 00°13'40" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.67 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE NORTH 89°52'38" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 839.36 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°52'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 175.06 FEET;

THENCE SOUTH 00°07'22" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 7.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 7.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, SAID NORTH LINE;

THENCE SOUTH 89°52'38" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 168.09 FEET;

THENCE NORTH 45°00'00" WEST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 9.88 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 1,201 SQUARE FEET, OR 0.0276 ACRES, MORE OR LESS.

Page: 1 of 2

Title: TERRAMAR COVE OFFSITE SIDEWALK EASEMENT

Preparing Firm: BOWMAN CONSULTING GROUP, LTD.

Address: 1295 W WASHINGTON, SUITE 108 • TEMPE, ARIZONA 85281

Phone:(480) 629-8830

Fax:(480) 629-8841

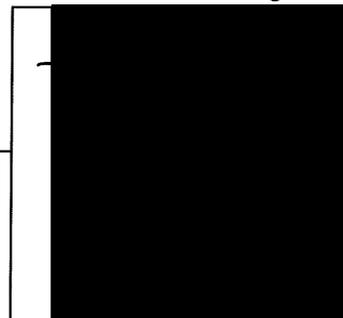
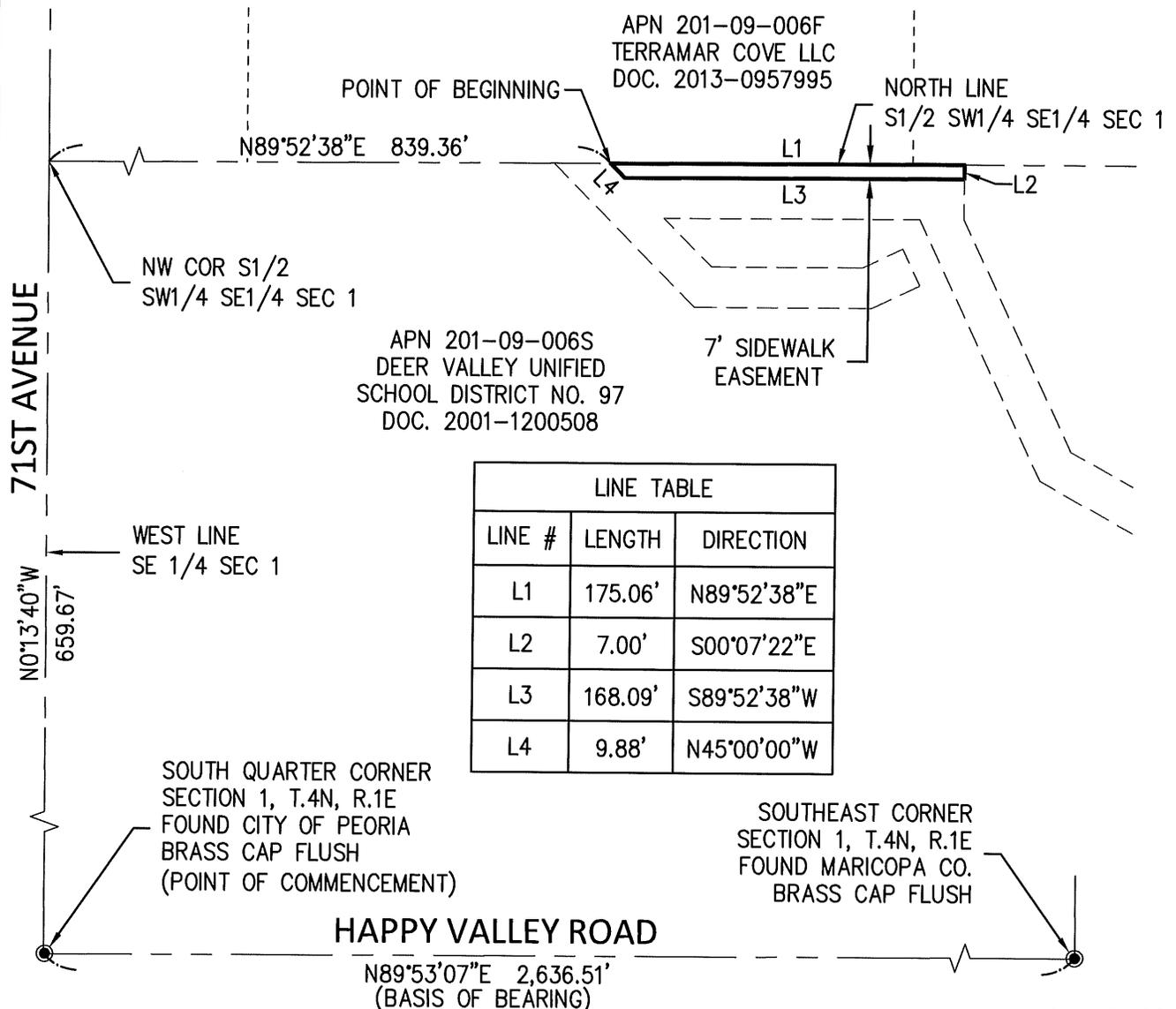




EXHIBIT A SKETCH



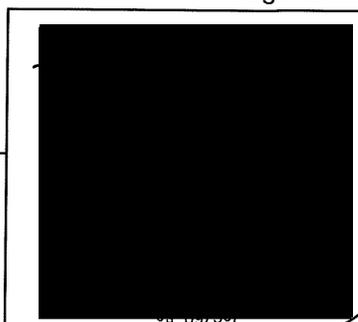
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	175.06'	N89°52'38"E
L2	7.00'	S00°07'22"E
L3	168.09'	S89°52'38"W
L4	9.88'	N45°00'00"W

Title: TERRAMAR COVE OFFSITE SIDEWALK EASEMENT

Preparing Firm: BOWMAN CONSULTING GROUP, LTD.

Address: 1295 W WASHINGTON, SUITE 108 • TEMPE, ARIZONA 85281

Phone:(480) 629-8830 Fax:(480) 629-8841



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: December 17, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, QuikTrip #490, Thunderbird Road & Rio Vista Boulevard (Project No. R140056)

Purpose:

This is a request for City Council to approve a Final Plat of QuikTrip #490, located on Thunderbird Road & Rio Vista Blvd, 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 three lot commercial subdivision. This development is within the City's water\sewer service area. All necessary rights-of-way and easements are being dedicated with this final plat.

Previous Actions:

The site plan was reviewed by the City and completed in May 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:

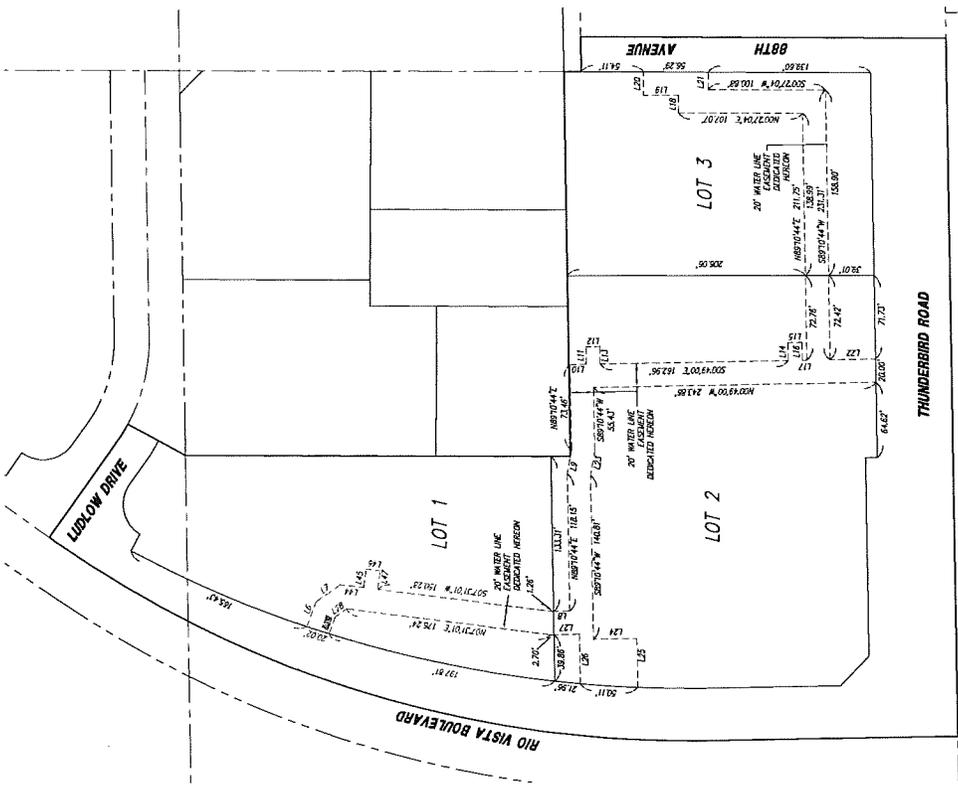
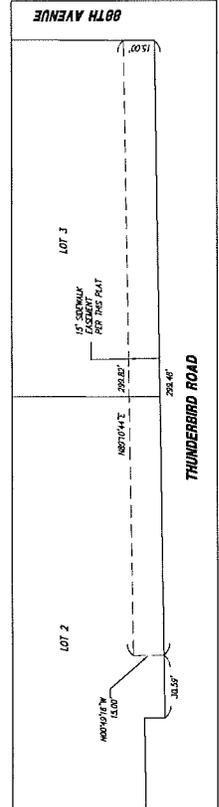
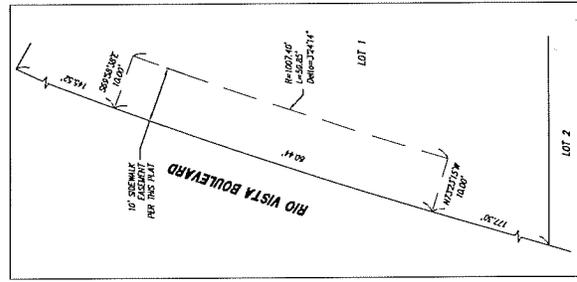
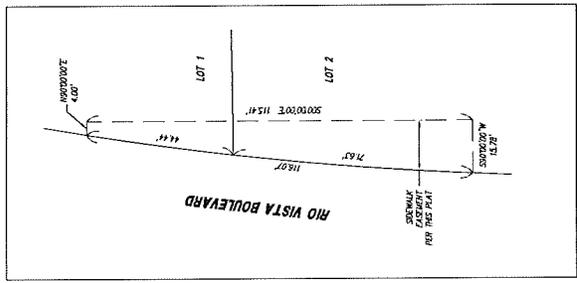
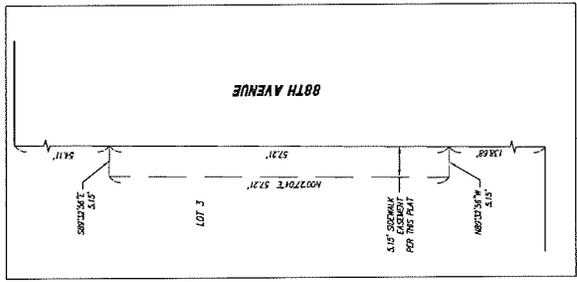
Jodi Breyfogle, PE: 623-773-7577



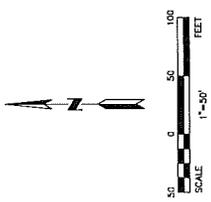
FINAL PLAT
A PARCEL OF THE SOUTHWEST QUARTER
OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 EAST,
MARICOPA COUNTY, ARIZONA

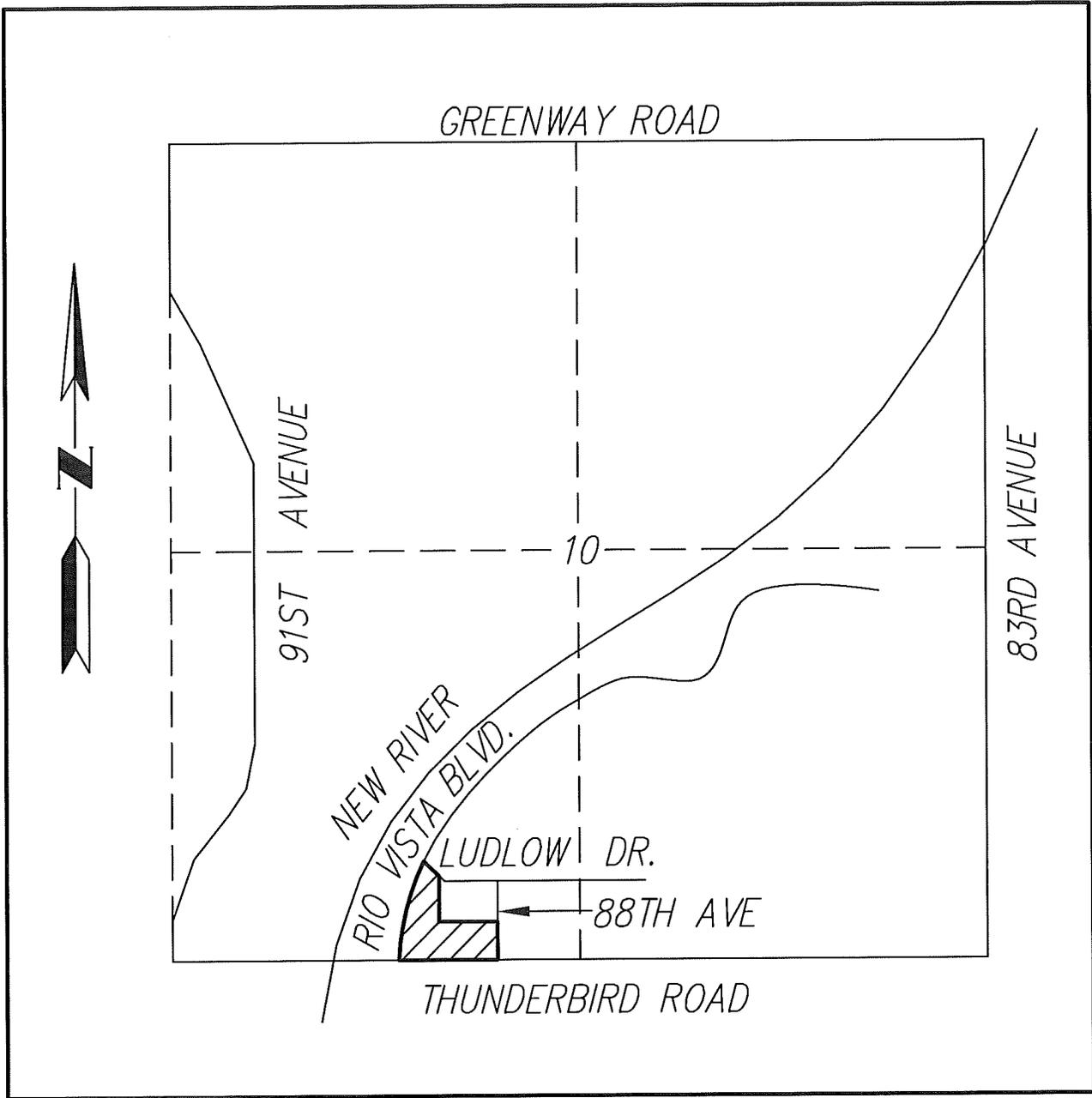
DATE:	12/1/14	SCALE:	1" = 50'
BY:	JAY	APPROVED:	JAY
REV:			

RM40056



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
1	S89°27'43.7\"	27.00'	17	S89°27'43.7\"	20.00'
2	S89°27'43.7\"	15.00'	18	S89°27'43.7\"	15.00'
3	S89°27'43.7\"	15.00'	19	S89°27'43.7\"	15.00'
4	S89°27'43.7\"	15.00'	20	S89°27'43.7\"	15.00'
5	S89°27'43.7\"	15.00'	21	S89°27'43.7\"	15.00'
6	S89°27'43.7\"	15.00'	22	S89°27'43.7\"	15.00'
7	S89°27'43.7\"	15.00'	23	S89°27'43.7\"	15.00'
8	S89°27'43.7\"	15.00'	24	S89°27'43.7\"	15.00'
9	S89°27'43.7\"	15.00'	25	S89°27'43.7\"	15.00'
10	S89°27'43.7\"	15.00'	26	S89°27'43.7\"	15.00'
11	S89°27'43.7\"	15.00'	27	S89°27'43.7\"	15.00'
12	S89°27'43.7\"	15.00'	28	S89°27'43.7\"	15.00'
13	S89°27'43.7\"	15.00'	29	S89°27'43.7\"	15.00'
14	S89°27'43.7\"	15.00'	30	S89°27'43.7\"	15.00'
15	S89°27'43.7\"	15.00'	31	S89°27'43.7\"	15.00'
16	S89°27'43.7\"	15.00'	32	S89°27'43.7\"	15.00'
17	S89°27'43.7\"	15.00'	33	S89°27'43.7\"	15.00'
18	S89°27'43.7\"	15.00'	34	S89°27'43.7\"	15.00'
19	S89°27'43.7\"	15.00'	35	S89°27'43.7\"	15.00'
20	S89°27'43.7\"	15.00'	36	S89°27'43.7\"	15.00'
21	S89°27'43.7\"	15.00'	37	S89°27'43.7\"	15.00'
22	S89°27'43.7\"	15.00'	38	S89°27'43.7\"	15.00'
23	S89°27'43.7\"	15.00'	39	S89°27'43.7\"	15.00'
24	S89°27'43.7\"	15.00'	40	S89°27'43.7\"	15.00'
25	S89°27'43.7\"	15.00'	41	S89°27'43.7\"	15.00'
26	S89°27'43.7\"	15.00'	42	S89°27'43.7\"	15.00'
27	S89°27'43.7\"	15.00'	43	S89°27'43.7\"	15.00'
28	S89°27'43.7\"	15.00'	44	S89°27'43.7\"	15.00'
29	S89°27'43.7\"	15.00'	45	S89°27'43.7\"	15.00'
30	S89°27'43.7\"	15.00'	46	S89°27'43.7\"	15.00'
31	S89°27'43.7\"	15.00'	47	S89°27'43.7\"	15.00'
32	S89°27'43.7\"	15.00'	48	S89°27'43.7\"	15.00'
33	S89°27'43.7\"	15.00'	49	S89°27'43.7\"	15.00'
34	S89°27'43.7\"	15.00'	50	S89°27'43.7\"	15.00'
35	S89°27'43.7\"	15.00'	51	S89°27'43.7\"	15.00'
36	S89°27'43.7\"	15.00'	52	S89°27'43.7\"	15.00'
37	S89°27'43.7\"	15.00'	53	S89°27'43.7\"	15.00'
38	S89°27'43.7\"	15.00'	54	S89°27'43.7\"	15.00'
39	S89°27'43.7\"	15.00'	55	S89°27'43.7\"	15.00'
40	S89°27'43.7\"	15.00'	56	S89°27'43.7\"	15.00'
41	S89°27'43.7\"	15.00'	57	S89°27'43.7\"	15.00'
42	S89°27'43.7\"	15.00'	58	S89°27'43.7\"	15.00'
43	S89°27'43.7\"	15.00'	59	S89°27'43.7\"	15.00'
44	S89°27'43.7\"	15.00'	60	S89°27'43.7\"	15.00'
45	S89°27'43.7\"	15.00'	61	S89°27'43.7\"	15.00'
46	S89°27'43.7\"	15.00'	62	S89°27'43.7\"	15.00'
47	S89°27'43.7\"	15.00'	63	S89°27'43.7\"	15.00'
48	S89°27'43.7\"	15.00'	64	S89°27'43.7\"	15.00'
49	S89°27'43.7\"	15.00'	65	S89°27'43.7\"	15.00'
50	S89°27'43.7\"	15.00'	66	S89°27'43.7\"	15.00'
51	S89°27'43.7\"	15.00'	67	S89°27'43.7\"	15.00'
52	S89°27'43.7\"	15.00'	68	S89°27'43.7\"	15.00'
53	S89°27'43.7\"	15.00'	69	S89°27'43.7\"	15.00'
54	S89°27'43.7\"	15.00'	70	S89°27'43.7\"	15.00'
55	S89°27'43.7\"	15.00'	71	S89°27'43.7\"	15.00'
56	S89°27'43.7\"	15.00'	72	S89°27'43.7\"	15.00'
57	S89°27'43.7\"	15.00'	73	S89°27'43.7\"	15.00'
58	S89°27'43.7\"	15.00'	74	S89°27'43.7\"	15.00'
59	S89°27'43.7\"	15.00'	75	S89°27'43.7\"	15.00'
60	S89°27'43.7\"	15.00'	76	S89°27'43.7\"	15.00'
61	S89°27'43.7\"	15.00'	77	S89°27'43.7\"	15.00'
62	S89°27'43.7\"	15.00'	78	S89°27'43.7\"	15.00'
63	S89°27'43.7\"	15.00'	79	S89°27'43.7\"	15.00'
64	S89°27'43.7\"	15.00'	80	S89°27'43.7\"	15.00'
65	S89°27'43.7\"	15.00'	81	S89°27'43.7\"	15.00'
66	S89°27'43.7\"	15.00'	82	S89°27'43.7\"	15.00'
67	S89°27'43.7\"	15.00'	83	S89°27'43.7\"	15.00'
68	S89°27'43.7\"	15.00'	84	S89°27'43.7\"	15.00'
69	S89°27'43.7\"	15.00'	85	S89°27'43.7\"	15.00'
70	S89°27'43.7\"	15.00'	86	S89°27'43.7\"	15.00'
71	S89°27'43.7\"	15.00'	87	S89°27'43.7\"	15.00'
72	S89°27'43.7\"	15.00'	88	S89°27'43.7\"	15.00'
73	S89°27'43.7\"	15.00'	89	S89°27'43.7\"	15.00'
74	S89°27'43.7\"	15.00'	90	S89°27'43.7\"	15.00'
75	S89°27'43.7\"	15.00'	91	S89°27'43.7\"	15.00'
76	S89°27'43.7\"	15.00'	92	S89°27'43.7\"	15.00'
77	S89°27'43.7\"	15.00'	93	S89°27'43.7\"	15.00'
78	S89°27'43.7\"	15.00'	94	S89°27'43.7\"	15.00'
79	S89°27'43.7\"	15.00'	95	S89°27'43.7\"	15.00'
80	S89°27'43.7\"	15.00'	96	S89°27'43.7\"	15.00'
81	S89°27'43.7\"	15.00'	97	S89°27'43.7\"	15.00'
82	S89°27'43.7\"	15.00'	98	S89°27'43.7\"	15.00'
83	S89°27'43.7\"	15.00'	99	S89°27'43.7\"	15.00'
84	S89°27'43.7\"	15.00'	100	S89°27'43.7\"	15.00'





VICINITY MAP

SECTION 10
T.3N., R.1E., G.&S.R.B.& M.
MARICOPA COUNTY, ARIZONA

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: November 25, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Parkridge Elementary School, 99th Avenue & Beardsley Road (Project No. R140044)

Purpose:

This is a request for City Council to approve a Final Plat of Parkridge Elementary School, located on 99th Avenue & Beardsley 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 combine multiple lots into one. The existing lots are a school site, and currently, the building is constructed over the property line. Combining the lots is required in order to develop the parcel into a single entity. The requirement for elimination of the dividing lot line stems from the International Building Code and the need to achieve setback requirements from parcel lines. This development is located within the City's water\sewer service area.

Previous Actions:

There have been no previous actions.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not

approving the Final Plat will prevent the Developer from bringing this property into compliance with building and zoning codes.

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

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.

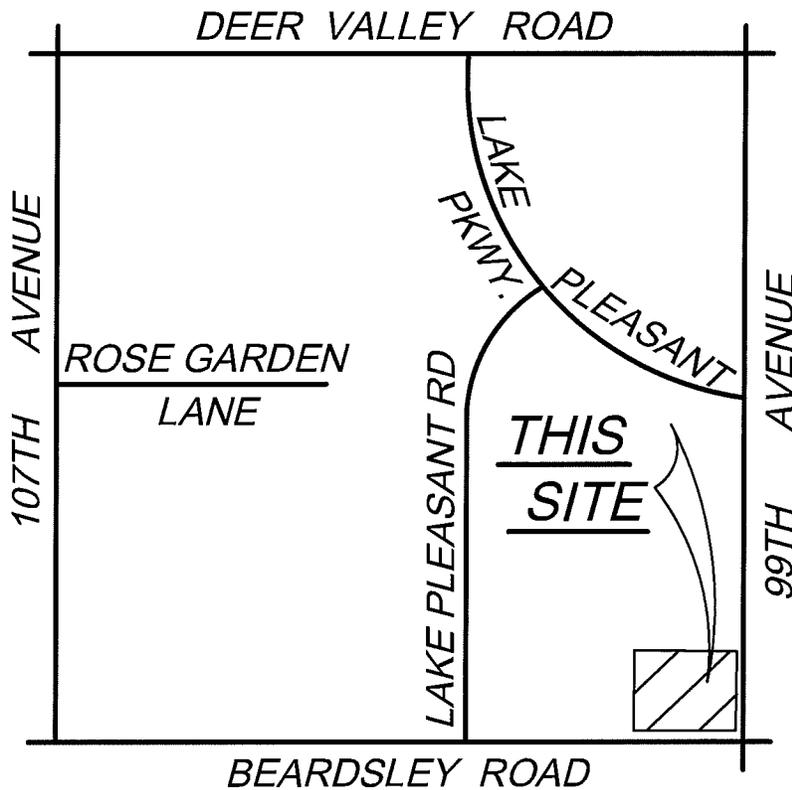
Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577



VICINITY MAP

NOT TO SCALE

TITLE: VICINITY MAP OF
PARKRIDGE ELEMENTAR
SCHOOL

DES. RAJ	DRN. RAJ	CKD. RAJ	JOB NO. 140419
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HESS - ROUNTREE, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9831 SOUTH 51ST STREET, SUITE C110
PHOENIX, ARIZONA 85044 (480)498-0244

SKETCH.DWG

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12R

Date Prepared: January 6, 2015**Council Meeting Date: January 20, 2015**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor license.

Purpose:

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board regarding the approval of applications to sell alcoholic beverages in the City. The Standard for the City's 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:Barrel Grill and Modern Saloon

The new owners of the Barrel Grill and Modern Saloon, 15703 N. 83rd Avenue #110 in Peoria's Entertainment District, have applied for a new Series 12 Restaurant liquor license. The application agent is Rexford J. Moffett.

A Series 12 restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of its gross revenue come from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around Barrel Grill and Modern Saloon are Humble Pie, AZ Ice Peoria, and The Peoria Sports Complex. The existing Barrel Grill and Modern Saloon already held the same type of liquor license. However, since there are new owners of the restaurant, and the fact that this type of license is non-transferrable, the new restaurant owners are applying for their own liquor license. There are no staff concerns with either the previous owner or the new owner of the Barrel Grill and Modern Saloon. The public hearing notices were posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

Previous Actions:

In October 2012, the Mayor and Council recommended approval to the Arizona State Liquor Board for Barrel Grill and Modern Saloon for a New Restaurant Liquor License (Series 12) located at 15703 N. 83rd Avenue #110.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill and Modern Saloon, located at 15703 N. 83rd Avenue #110, Rexford J. Moffett, Applicant, LL#20011805.

B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill and Modern Saloon, located at 15703 N. 83rd Avenue #110, Rexford J. Moffett, Applicant, LL#20011805.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill and Modern Saloon, located at 15703 N. 83rd Avenue #110, Rexford J. Moffett, Applicant, LL#20011805.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: New Liquor License Application

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

14 DEC 4 11:04 AM

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):

1. Type of License(s): #12 - RESTAURANT 1207A111
 2. Total fees attached: \$ Department Use Only 316.00

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

- 1. Owner/Agent's Name: Mr. MOFFETT REXFORD JASON
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: POV FOODS BGOI LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: BARREL GRILL AND MODERN SALOON
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 15703 N 83RD AVE PEORIA #110 MARICOPA 85382
(Do not use PO Box Number) City County Zip
- 5. Business Phone: 623-776-2429 Daytime Phone: XXXXXXXXXX Email: RMoffett@POVfoods.com
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: PO Box 2159 LITCHFIELD PARK AZ 85340
City State Zip
- 8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ N/A Type N/A \$ N/A

DEPARTMENT USE ONLY

Fees: 100.00 Application 100.00 Interim Permit 50.00 Site Inspection 66.00 Finger Prints \$ 316.00
 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: XXXXXXXXXX Date: 12-04-14 Lic. # 1207A111

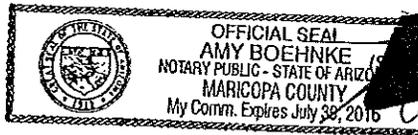
SECTION 5 Interim Permit:

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. 1207923Z
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, ^{Vingel} DALE CAVAN, 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  State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 12 day of September 2014 Day. Maricopa
 My commission expires on: 1/30/2016



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
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12079232

Issue Date: 12/17/2012

Expiration Date: 3/31/2015

Issued To:

DALE VINCEL CAVAN, Agent
BARREL ARROWHEAD LLC, Owner

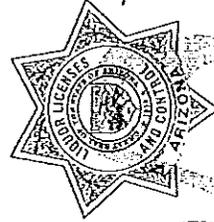
Location:

BARREL GRILL
15703 N 83RD AVE #110
PEORIA, AZ 85382

Restaurant

Mailing Address:

DALE VINCEL CAVAN
BARREL ARROWHEAD LLC
BARREL GRILL
7025 N SCOTTSDALE RD #220
SCOTTSDALE, AZ 85253



EXP 31/2015

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.: POV FOODS BGOI LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 10/30/14 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No.: L-1962110-5 Date authorized to do business in AZ: 11/3/14
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
SEE ATTACHED EXHIBIT					
			Member	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
			100	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Ownership Disclosure (Section 7 Item 8)
POV Foods; LLC

Members:

Rexford Jason Moffett Member

[REDACTED]

William Robert Toole Member

[REDACTED]

Keith Karas Member

[REDACTED]

Stockholders:

Rexford Jason Moffett 33 1/3%

[REDACTED]

William Robert Toole 33 1/3%

[REDACTED]

Keith Karas 33 1/3%

[REDACTED]

No one else owns 10% or more.

14 DEC 4 11:49 AM '85

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 transferred: 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 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 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

(Signature of NOTARY PUBLIC)

My commission expires on: _____

MAILED 4 13 PM 1997 8 245

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

- Current Business: Name _____
(Exactly as it appears on license) Address _____
- New Business: Name _____
(Physical Street Location) Address _____
- License Type: _____ License Number: _____
- If more than one license to be transferred: License Type: _____ License Number: _____
- 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) horizontal 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 Impeccable Plaza, LLC
Address 6700 San Juan Ave, Paradise Valley, AZ 85253
City, State, Zip _____

4a. Monthly rental/lease rate \$ 6,097.04 What is the remaining length of the lease 10 yrs. 5 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other See attached
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 205,000
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Metro	Phoenix	Bank	150,000	4686 E. Van Buren St #150	Phoenix	AZ 85008
Barrel	Arrowhead,	LLC	55,000	10632 N Scottsdale Rd #200	Scottsdale	AZ, 85254

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

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Section 13 Item 4b

Upon lease termination due to uncured default by the tenant, (POV Foods BG01, LLC dba Barrel Grill & Modern Saloon) the lease states:

(c) terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Leased Premises. Should Landlord terminate this Lease, Tenant shall have no further interest in this Lease or in the Premises, and Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord, at Landlord's election;

14 DEC 4 11:47 AM '15

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 # 12079232 (exactly as it appears on license) Name DALE VINCEL CAVAN BARREL GRILL YK

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:
CAVAN DALE VinCEL and license #: 12079232
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.



As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.


applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

SEE ATTACHED DIAGRAM

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SECTION 16 Signature Block

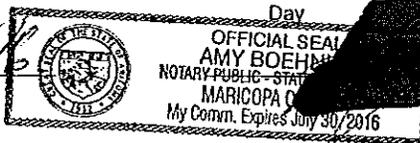
I, REXFORD JASON MCGRETT, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Redacted]
(print full name of applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 10 of October, 2015

My commission expires on : 30 7 2016
Day Month Year

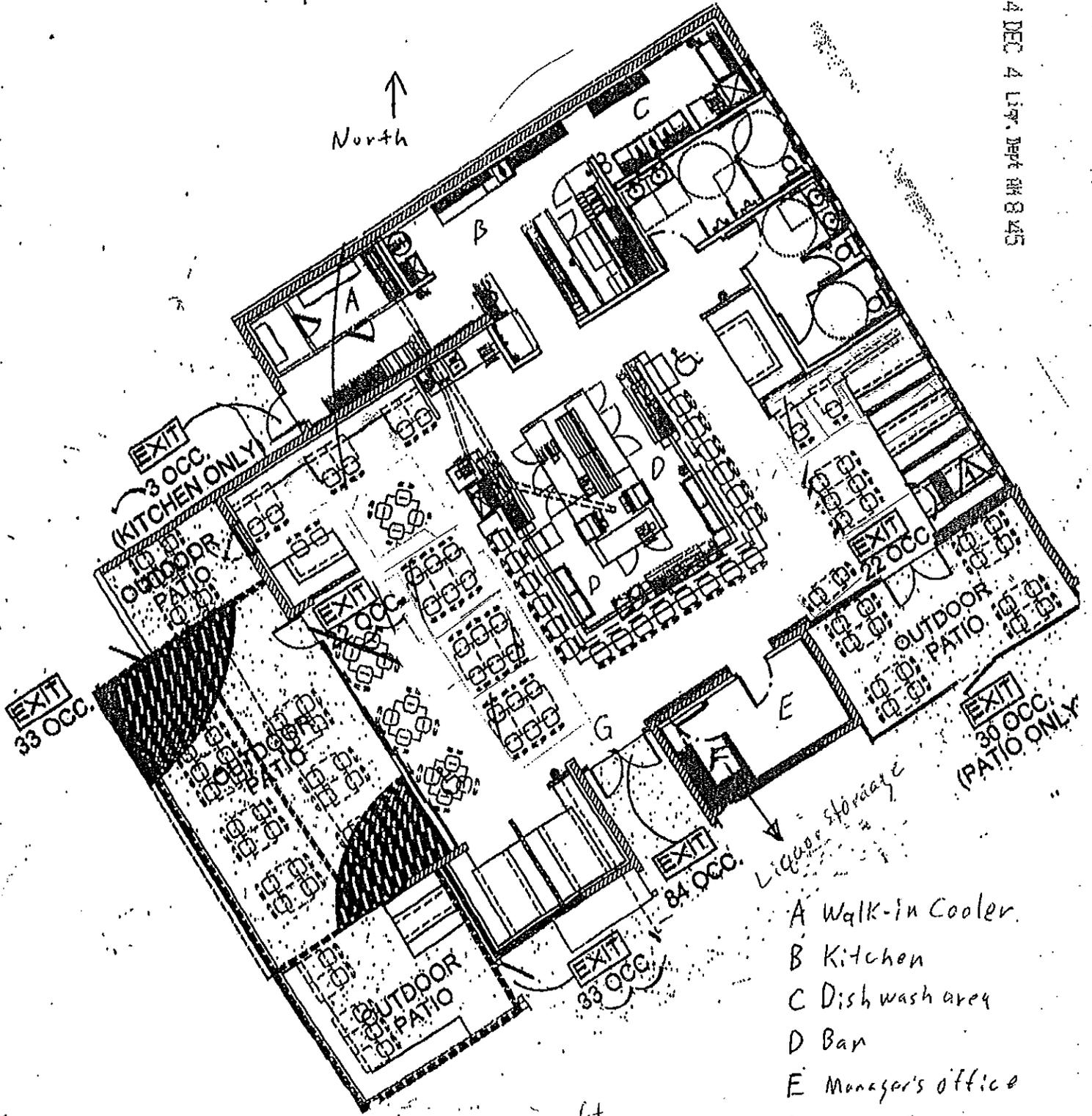


Section 15 #4 Diagram of Premises

Barrel Grill

Floor plan

14 DEC 4 11:47 AM '84



3,100 sqft.

- A Walk-in Cooler
- B Kitchen
- C Dishwash area
- D Bar
- E Manager's office
- F Liquor Storage
- G Entrance

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13R

Date Prepared: December 23, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager
FROM: Brent Mattingly, Finance Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Public hearing: Off-Track Wagering License Renewals – Turf Paradise.

Purpose:

The Mayor and Council are required to hold a public hearing regarding the Off-Track Wagering License Renewal for Turf Paradise to telecast at Days Hotel.

Background/Summary:

David W. Johnson, Agent for Turf Paradise, has applied for Off-Track Wagering License Renewal for Days Hotel, 8955 NW. Grand Avenue. The public hearing notice was posted for at least ten days, and no comments were received during the posting period. The license renewal application was reviewed according to State law and all Departments gave approvals.

City Code Section 11-178 provides for the granting of a one-year license, commencing on January 7, 2015 and ending on January 06, 2015.

Previous Actions:

In January 2014, the Mayor and Council recommended approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for Turf Paradise to telecast at Ramada Inn. Ramada Inn has changed its name to Days Hotel.

Options:

A: Recommend approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for Turf Paradise to telecast at Days Hotel.

B: Recommend denial to the Arizona Racing Commission for the Off-Track Wagering License Renewal for Turf Paradise to telecast at Days Hotel.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona Racing Commission for Off-Track Wagering License Renewals for Turf Paradise to telecast at Days Hotel.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: Off-Track Wagering License Renewal Application



CITY OF PEORIA OFF-TRACK WAGERING INDIVIDUAL PERMIT APPLICATION

CHECK ONE:

- ~ Owner of Principle Wagering Establishment
- ~ Managing Agent of Principle Wagering Establishment
- ~ Owner of Off-Track Site Facility
- ~ Managing Agent of Off-Track Site Facility

CHECK ONE:

- ~ Initial Application
- ~ Renewal

NAME OF APPLICANT: Last Name

Johnson

First Name

David

Middle

Wayne

OTHER NAMES USED: (Maiden)

N/A

HOME PHONE:

SOCIAL SECURITY NUMBER

DRIVER LICENSE NUMBER

STATE

AZ

EXPIRATION DATE

HEIGHT

WEIGHT

HAIR

EYES

DATE OF BIRTH

BIRTHPLACE

HOME ADDRESS: Street

City

State

Zip Code

BUSINESS NAME:

TP Racin L.L.L.P. dba Turf Paradise

BUSINESS PHONE:

(602) 942-1101

BUSINESS ADDRESS: Street

1501 W. Bell Rd.

City

Phoenix

State

AZ

Zip Code

85023

BUSINESS NAME: (PREMISES WHERE CONDUCTING OFF-TRACK WAGERING)

Days Hotel

BUSINESS PHONE:

(623) 979-7200

PREMISES ADDRESS: Street

8955 N. Grand Ave

City

Peoria

State

AZ

Zip Code

85345

INDICATE WHERE YOU HAVE RESIDED FOR THE PAST FIVE YEARS EXCLUDING PRESENT ADDRESS

FROM:

TO:

Street

City

State

Zip Code

HAVE YOU EVER BEEN DENIED, ARRESTED, INDICTED, CONVICTED, OR SUMMONED INTO COURT FOR VIOLATION OF ANY CRIMINAL LAW OR ORDINANCE (EXCLUDING MINOR TRAFFIC VIOLATIONS)?

YES NO If yes, attach full explanation.

HAVE YOU EVER POSTED BOND, BEEN ORDERED TO DEPOSIT BAIL, BEEN FINED, IMPRISONED, PLACED ON PROBATION OR FAILED TO APPEAR FOR ANY VIOLATION OF ANY LAW OR ORDINANCE? NO

YES NO If yes, attach full explanation.

HAVE YOU EVER HAD ANY BUSINESS LICENSE DENIED, REVOKED, SUSPENDED, OR FINED IN THIS OR ANY OTHER STATE?

YES NO If yes, attach full explanation.

INDICATE YOUR EMPLOYMENT, OR BUSINESS ENGAGED IN FOR PAST FIVE YEARS BEGINNING WITH MOST CURRENT

CURRENT EMPLOYER: Turf Paradise	PHONE #: (602) 942-1101	POSITION: VP/Asst. GM	FROM: 08/1998	TO: Present
STREET ADDRESS 1501 W. Bell Rd.		CITY Phoenix	STATE AZ	ZIP CODE 85023
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE

I CERTIFY THAT THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INTENTIONAL OMISSION OR FALSIFICATION OF INFORMATION IS SUFFICIENT GROUNDS FOR DENIAL OF THE APPLICATION OR LATER REVOCATION AND SUBJECT TO PENALTY BY LAW. CHANGES MUST BE SUBMITTED AS REQUIRED BY ORDINANCE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. PLEASE INCLUDE A COPY OF THE FLOOR PLAN FOR PREMISES.

SIGNATURE OF APPLICANT  DATE 10/27/2014

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14R

Date Prepared: December 29, 2014

Council Meeting Date: January 20, 2015

TO: Honorable Mayor and Council
FROM: Stephen M. Kemp, City Attorney
SUBJECT: Public Defender Contract Review Committee

Purpose:

This is a request for City Council to amend Chapter 2 of the Peoria City Code (“Code”) regarding the number of members in the Public Defender Contract Review Committee.

Background/Summary:

In Chapter 2, Section 2-74 of the Peoria City Code under the Public Defender Contract Review Committee it states “The committee shall consist of three members appointed by the mayor and confirmed by the council.” This code needs to be changed to five members, so the code is consistent with Chapter 2, Section 2-152 of the City Code under Boards and Commissions; unscheduled boards and commissions.

Previous Action:

On April 19, 1994 Ordinance No. 94-19 was enacted establishing the Public Defender Contract Review Committee, membership and powers and duties.

Options:

- A:** That the Mayor and Council adopt the proposed ordinance correcting the City Code discrepancy related to the number of members in the Public Defender Contract Review Committee.
- B:** That the Mayor and Council reject the proposed ordinance correcting the City Code discrepancy related to the number of members in the Public Defender Contract Review Committee.

Staff's Recommendation:

That the Mayor and Council adopt the proposed ordinance amending Chapter 2, Section 2-74 of the Peoria City Code (1992) pertaining to the number of members in the Public Defender Contract Review Committee.

Fiscal Analysis:

Not Applicable

EXHIBIT:

Exhibit 1:

Proposed ordinance regarding the Public Defender Contract Review Committee

Contact Name and Number: Stephen M. Kemp, City Attorney (623)773-7321

ORDINANCE NO. 2015-02

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA RELATING TO THE PUBLIC DEFENDER CONTRACT REVIEW COMMITTEE, AMENDING SECTION 2-74 PERTAINING TO MEMBERS.

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

SECTION 1. Chapter 2 of the Peoria City Code (1992) is amended by amending Section 2-74 pertaining to the number of members of the Public Defender Contract Review Committee as follows:

Sec. 2-74. Public defender contract review committee.

(a) There is established the Public Defender Contract Review Committee. The committee shall consist of ~~three~~ five members appointed by the mayor and confirmed by the council. The members of the committee shall consist of:

- (1) A member of the Maricopa County Public Defender's Office.
- (2) The President of the Western Maricopa County Bar Association or a member of that association recommended by the President.
- (3) One private person who shall be an active member in good standing of the State Bar of Arizona.
- (4) Two private citizens who are residents of the City.

(b) All members shall serve without pay. However members may be reimbursed their actual expenses incurred in connection with their duties upon authorization or ratification by the council.

(c) Members shall be appointed in accordance with Section 2-150 of this Code, with the initial terms being staggered to meet the requirements of that section.

(d) Notwithstanding subsection (a) of this section, any member of the board may be removed by a majority vote of the council upon motion of any member of the council.

(Ord. No. 94-19, 4/19/94, enacted)

SECTION 2. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 20th day of January, 2015.

Dated

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: January 30, 2015
Effective Date:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: December 8, 2014

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Private Promoter Event – Affiliate Status and Funding Request for the
2015 Arizona Chinese Lantern Festival

Purpose:

This is a request for City Council to authorize special event affiliate status and a funding request for the 2015 Arizona Chinese Lantern Festival in the amount of \$21,000.

Background/Summary:

The 2015 Arizona Chinese Lantern Festival is scheduled to be held at Rio Vista Community Park from 5-10 p.m. on the following dates: February 19-22 and February 26 – March 1. The festival is sponsored by the not-for-profit Universal Cultural Organization (UCO) to celebrate a cultural exchange, sharing the culture of the East through art, entertainment, food, and education. This event will feature food vendors and beer garden, commercial vendors, performances, a children’s pavilion, mahjong tournament, health and wellness expo, and the Arizona Fountain of Youth 1K - Wok and Fun Run.

The prominent feature of the Lantern Festival will be numerous beautifully-illuminated, richly-colored, silk Chinese lanterns standing as high at 60 feet tall, each displayed with their unique story and Chinese tradition.

The \$21,000 in nonprofit funding for the Universal Cultural Organization will be used towards offsetting City rental costs (field, park ramadas and Recreation Center) and costs for City staff maintenance support and event-related permitting.

Previous Actions:

No previous actions have been taken.

Options:

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

- A. Approve a nonprofit funding request for the 2015 Arizona Chinese Lantern Festival in the amount of \$21,000 that will encompass all funding sources from the City of Peoria, i.e. district funds and grant funds.
- B. Deny the nonprofit funding request for the 2015 Arizona Chinese Lantern Festival and insist that the Universal Cultural Organization find funding elsewhere for the Festival.

Staff's Recommendation:

Staff recommends that City Council approve the nonprofit funding request for the 2015 Arizona Chinese Lantern Festival in the amount of \$21,000.

Fiscal Analysis:

A budget adjustment in the amount of \$21,000 is requested from the General Fund Contingency account (1000-0300-570000) to the Special Events Other Professional Services account (1000-1510-520099) to fund the nonprofit funding request for the 2015 Arizona Chinese Lantern Festival.

Exhibit(s): None

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16R

Date Prepared: January 6, 2015

Council Meeting Date: January 20, 2015

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Approval of an Economic Development Activities Agreement with GE AVIC Civil Avionics Systems Americas, Inc., a General Electric and Aviation Industry Corporation of China (AVIC) Partnership.

Purpose:

To authorize the City Manager to execute an Economic Development Activities Agreement with GE AVIC Civil Avionics Systems Americas, Inc., a General Electric and AVIC (Aviation Industry Corporation of China) Partnership, and adopt Resolution 2015-08. Also, authorize a cash transfer and a budget amendment necessary to appropriate funds for this economic development assistance package.

Background/Summary:

The Economic Development Implementation Strategy (EDIS) identifies the attraction of targeted industries as a key objective in diversifying the economy and work force in the City of Peoria. As part of implementing the EDIS, the Economic Development Services Department (EDS) actively pursues targeted industries as part of an overall sales and marketing effort to attract high technology and innovative technology users, as well as other targeted industries, to Peoria.

GE AVIC Civil Avionics Systems Americas, Inc. (Prospect) is a civil avionics joint venture partnership between General Electric and AVIC for the purpose of aerospace software design, testing, and development of the latest avionics systems and technologies for the commercial aircraft industry. The Prospect's current product offering is a state-of-the-art, Integrated Modular Avionics (IMA) computing system, network and data concentration system that allows aircraft manufacturer's flexibility in aircraft design and manufacturing to mix and match best-in-class functionality. The Prospect, as part of conducting its operations in Peoria, will create 30 new high-wage, and advanced degree positions in aerospace systems and software engineering. Key milestones for the Prospect is to build and establish a core engineering team within the first year of operation, and work directly with key commercial aircraft original equipment manufacturers as a tier one supplier to those aircraft manufacturers, and within three years to develop a next generation avionics software system. Future growth plans for the Prospect include flight testing capabilities, with continued growth in aerospace sciences and engineering.

Previous Actions:

The City Council considered the business points for the Economic Development Activities Agreement at its executive session meeting on January 13, 2015.

Staff's Recommendation:

Authorize the City Manager to execute the Economic Development Activities Agreement and adopt Resolution 2015-08. Also, to appropriate funds for this agreement, authorize a cash transfer in the amount of \$628,000 from the Half Cent Sales Tax Fund to the Economic Development Fund, as well as a budget amendment in the amount of \$1,228,000 from the Half Cent Sales Tax Fund Contingency Account 1210-0350-570000 to the GE AVIC Civil Avionics Project, Economic Development Fund, Economic Development Projects Account 1900-1900-522070-CIPOF-ED00015.

Fiscal Analysis:

The attached Economic Development Activities Agreement contains a total economic development assistance package valued at \$1,228,000 upon successful performance by the Prospect of the business points contained in the agreement. The Economic Development Fund has \$600,000 that is not programmed and can be used toward this project. The remaining \$628,000 will be transferred from the Half Cent Sales Tax Fund, which has sufficient uncommitted fund balance to cover this transfer. Economic development is an approved use of Half Cent Sales Tax revenues per the City Council adopted Principles of Sound Financial Management.

Exhibit(s):

Exhibit 1 Economic Development Activities Agreement

Exhibit 2 Resolution

=====

ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT

=====

This ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT (“Agreement”) is entered into to be effective as of the ___ day of January, 2015 (the “Effective Date”), by and between the CITY OF PEORIA, a municipal corporation of the State of Arizona (“City”) and GE AVIC Civil Avionics Systems Americas, Inc., a corporation of the State of Delaware (“Aviage”). City and Aviage are each a “Party” to this Agreement and may be referred to herein collectively as “Parties.”

1. **Recitals.** As background to this Agreement, the Parties recite, acknowledge and confirm the following, each of which shall be a material term and provision of this Agreement:

A. On December 20, 2010, City adopted an Economic Development Implementation Strategy (“EDIS”) which provides an implementation-based plan for achieving the economic development goals of City.

B. One of the strategies to implement the EDIS is through the City-adopted Economic Development Incentive and Investment Policy (“EDIIP”) and accompanying Economic Development Incentive and Investment Policy Guidelines (“EDIIP Guidelines”), which provide a framework for evaluating City financial incentives and investment towards the retention and expansion of existing local businesses and attraction and expansion of targeted industries within the City in a manner that is consistent with applicable laws.

C. Aviage is a wholly owned subsidiary of GE AVIC Civil Avionics Systems Company Limited, a joint venture between General Electric Company (GE) and Aviation Industry Corporation of China (AVIC), established in March 2012, which will engage in marketing, sales and product/technology development, engineering services and support of civil avionics products developed and distributed under the Aviage Systems brand (“Project”).

D. Aviage has proposed to lease approximately 5,000 to 6,000 rentable square feet of office space within the City of Peoria (“Premises”) in order to provide facilities for a new workforce of highly skilled employees (“Workforce”) to undertake the Project. Although under no obligation to do so, Aviage anticipates that it will increase the Premises by approximately 5,000 additional rentable square feet in a future expansion.

E. Aviage has selected the City of Peoria as the site for the launch of its business following a nation-wide campaign to determine suitable locales for the establishment and operation of its business and related activities. Although under no obligation to locate to, and operate within, the City of Peoria, Aviage proposes to lease

the Premises, hire the Workforce, invest in capital infrastructure and thereafter conduct its operations in and at the Premises, partially in reliance upon representations from City that City, upon performance by Aviage, will provide the economic incentives described in this Agreement.

F. Aviage proposes that it will create at least thirty (30) full-time, high-value (that is, with annual salaries in excess of \$100,000), advanced degree (that is, bachelor's degree or higher) permanent systems and/or software engineering positions for employment (and not as independent contractors) with Aviage at the Premises and in connection with the Project (each, a "Position," and collectively, "Positions").

G. It is important to City, in the current economic environment, that it encourage and promote employment within the City of Peoria, promote targeted industries (which synergistically stimulate related economic activity throughout the City), diversify City's economic base into technology sectors, increase overall economic growth and generate tax and other income for City.

H. Aviage wishes to undertake all actions required by City in order to obtain tenant improvement permits for the Premises upon the terms and conditions set forth in this Agreement.

I. City has found and determined that the Project and Aviage's anticipated employment of the Workforce will enhance the economic vitality of City by offering new employment opportunities to residents of the City of Peoria, and therefore has offered to pay or reimburse certain amounts or City costs and expenses to Aviage and provide for job creation payment, a tenant improvement reimbursement and a Workforce relocation incentive, to encourage the Project, thereby promoting a targeted industry and new high-value employment within the City of Peoria.

J. City and Aviage are entering into this Agreement pursuant to A.R.S. Section 9-500.11. The Parties hereto desire to enter into this Agreement to facilitate development consistent with City's General Plan, its zoning ordinances, the EDIS, the EDIIP and the EDIIP Guidelines. The Parties acknowledge that the activities described in this Agreement and related to the Project are economic development activities within the meaning of the State of Arizona's laws concerning such matters, including but not necessarily limited to A.R.S. Section 9-500.11, and that all "expenditures" (as defined in A.R.S. Section 9-500.11) by City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities as defined in A.R.S. Section 9-500.11.

K. City, in the exercise of its legislative functions, and finding in such legislative capacity that the benefits conferred upon Aviage are not grossly disproportionate to the benefits being received by City, by its Resolution No. _____, adopted on January ___, 2015, has authorized the execution and performance of this Agreement and has otherwise taken all action required by law to enter into this Agreement and make it binding upon City.

2. **Agreements.** In consideration of the mutual promises and representations set forth herein and in the recitals hereto, City and Aviage agree as follows:

A. Upon the request of Aviage, City shall review tenant improvement plans for the Premises on a “fast-track” basis at no cost to Aviage, and subject to all applicable laws, including laws involving posting and the conduct of public meetings. Upon City’s determination that Aviage has submitted final and complete plans for tenant improvements for the Premises that comply with all applicable laws, ordinances and requirements, and that are otherwise to the satisfaction of City, City shall issue tenant improvement permits for the improvements to be built in or on the Premises. Consistent with the issuance of such permits, City will provide a single point of contact with City to coordinate timely permitting and hold pre-submittal meetings to reduce the number of reviews required, to ensure timely completion of this and all future phases of the tenant improvements for the Premises.

B. Upon the request of Aviage, City shall provide, at City’s sole cost and expense (not to exceed \$78,000.00), the services of a professional consultant of City’s choice (the “FTZ Consultant”) to assist Aviage in an application to be designated as a Foreign Trade Zone.

C. Upon the request of Aviage, City will assist Aviage in connection with the federal immigration visa application and approval process to bring qualified workers to the Project from outside the United States, through use of City’s Intergovernmental Relations, Economic Development and other municipal staff, as well as through the City Manager’s Office and other intergovernmental liaisons and resources.

D. Aviage proposes to create at least thirty (30) Positions, and agrees to create and staff at least twenty (20) Positions, within thirty (30) months of the Effective Date (the “Full Staffing Date”), and to fully fund and operate the Project within the City of Peoria and maintain at least twenty (20) Positions at the Premises (or other location approved by City) and in connection with the Project through and including December 31, 2020.

E. City agrees to provide credits or offsets to Aviage with respect to fees owing from Aviage to City, or to make certain payments or reimbursements to Aviage (as Aviage may elect) in such amounts, and in such a manner, as set forth below:

(1) City agrees to reimburse Aviage, as a one-time payment, the sum of \$100,000.00 for the its tenant improvement costs incurred in customizing a workplace in an existing building in the City of Peoria in order to prepare the Premises for operating the Project (the “TI Reimbursement”); provided, however, that if Aviage’s tenant improvement costs in connection with the Premises do not total the amount of the TI Reimbursement, the balance of the TI Reimbursement may be used, at Aviage’s election, for rental payments for the Premises. As a condition precedent to Aviage’s receipt of such TI Reimbursement from City, Aviage shall (i) sign a non-contingent (that

is, with no further acts or approvals required for its effectiveness) lease for not less than a three (3) year term for the Premises (“Aviage Lease”), (ii) deliver to City a written confirmation (in a form reasonably satisfactory to City) from Aviage’s landlord of the minimum term of such lease, (iii) deliver to City a written confirmation (in a form reasonably satisfactory to City) from either Aviage’s contractor or Aviage’s landlord of the amount of Aviage’s actual expenditure for tenant improvement costs in the Premises, or rental payments made to Landlord (as applicable), (iv) take exclusive possession of the Premises and (v) commence full-time operation of the Project from the Premises.

(2) City agrees to pay Aviage the sum of Thirty Thousand Dollars (\$30,000.00) as a one-time payment for each Position, up to a maximum of Nine Hundred Thousand Dollars (\$900,000.00) for up to thirty (30) Positions [that is \$30,000 per Position, times 30 Positions = \$900,000], to support and compensate Aviage for its commitment to establish the Project in the City of Peoria (the “Position Payment”). City shall pay Aviage quarterly upon receipt of State of Arizona Economic Security Commission reports summarizing the number of employees at the Project holding a Position. City only shall pay Aviage under this subsection upon receipt of satisfactory documentation from Aviage of actual Positions created.

(3) City agrees to pay Aviage the sum of Five Thousand Dollars (\$5,000.00) as a one-time payment with respect to each employee of Aviage holding a Position (i) who relocates from outside the West Valley and (ii) who purchases and thereafter occupies, on a full-time basis, a single-family residence within the City of Peoria, up to a maximum of One Hundred Fifty Thousand Dollars (\$150,000) for the up to thirty (30) Positions [that is, \$5,000 per relocating Position holder, times 30 Positions = \$150,000], to encourage employee relocation to the City of Peoria (the “Relocation Payment”). City shall pay Aviage quarterly upon receipt of a report from Aviage identifying qualified employees (that is, employees holding a Position) that have purchased and occupy a new home in the City of Peoria. City will verify this report by reviewing employment reports.

(4) Notwithstanding the foregoing, in the event that Aviage (i) does not maintain at least twenty (20) Positions at the Project and continuously operate the Project on a full-time basis at and from the Premises (or other location within the City of Peoria approved by City) continuously through and including December 31, 2020, or (ii) vacates or abandons the Premises (or other location within the City of Peoria approved by City) before December 31, 2020, Aviage will be deemed (without further act or notice required) not to have qualified for any incentives provided by City in connection with this Agreement (including but not limited to the TI Reimbursement, the Position Payment, the Relocation Payment and any amounts paid to the FTZ Consultant), and Aviage shall repay to City all amounts attributable to such incentives, within ten (10) business days after written demand from City to Aviage. If Aviage fails to maintain at least twenty (20) Positions for a continuous period of no more than ninety (90) days due to employees voluntarily leaving Aviage, Aviage will not be deemed to have failed to qualify for any payments or reimbursements provided by the City in connection with this

extended as necessary to permit Aviage the opportunity to restore its employment level in the Premises. In no event will Unintended Delay include any delay resulting from general economic or market conditions, or from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders Project, it being agreed that Aviage will bear all risks of delay which are not Unintended Delay. In the event of the occurrence of any such Unintended Delay, the Party seeking the benefit of the provisions of this Section 5 shall, within thirty (30) days after such Party knows of any such Unintended Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Unintended Delay.

6. **Representations and Warranties.**

A. Aviage represents and warrants that it is a corporation duly formed and validly existing under the laws of the State of Delaware and is admitted and is in good standing in the State of Arizona.

B. Aviage represents and warrants that the person(s) executing this Agreement on behalf of Aviage has full right, power, and authority to execute this Agreement and bind Aviage hereunder.

C. Aviage shall comply with all applicable federal, state and local regulations, codes and laws regarding its operations. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

D. City represents and warrants that the person(s) executing this Agreement on behalf of City has full right, power, and authority to execute this Agreement and bind City hereunder.

7. **Default.** In the event any Party fails to comply with any terms, conditions and obligations under this Agreement, which are applicable to such Party within thirty (30) days after receipt of written notice from another Party (an "Event of Default"), such Party shall be deemed to be in default under this Agreement. After the occurrence of such Event of Default, the Parties hereby agree that the Parties shall attempt to settle the dispute by nonbinding mediation before commencement of litigation. Whether or not the arbitration is conducted under the auspices of the American Arbitration Association, the mediation shall be held under the Mediation Rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator selected by the Parties. In the event the Parties cannot agree upon the selection of a mediator within ten (10) days, then, within five (5) days thereafter, the Parties shall request the presiding judge of the Superior Court of Maricopa County, Arizona to appoint the mediator. The mediator selected shall have at least five (5) years experience in mediating or arbitrating disputes relating to commercial property and development agreements. The cost of any such mediation shall be divided equally between the Parties involved in the mediation. The mediator shall not have the right to award punitive damages. The results of the mediation shall be nonbinding and any Party shall have the right to initiate litigation to enforce the terms and conditions of this Agreement upon the

latter of the conclusion of the mediation or one hundred twenty (120) days after the Event of Default, subject to any extensions agreed to by the Parties in writing.

8 **Remedies.**

A. In the event that City is in default under this Agreement and fails to cure any such default within the time period described in Section 6 above, and the Parties do not resolve City's default pursuant to the nonbinding mediation described in Section 6 above, then, in that event and as Aviage's sole and exclusive remedy, Aviage shall have the right to seek specific performance of City's obligations contained herein or to pursue those remedies detailed in this Agreement.

B. In the event that Aviage is in default under this Agreement and fails to cure any such default within the time period described in Section 6 above, and the Parties do not resolve such default pursuant to the nonbinding mediation described in Section 7 above, then, in that event and as City's sole and exclusive remedies, City shall have the right to terminate this Agreement and thereafter recover from Aviage all amounts required to be repaid pursuant to Section 2(F)(4) of this Agreement.

9. **Assignment.** Aviage shall not assign any right or obligation in this Agreement other than to a subsidiary or affiliate of Aviage, without City's express written consent, which consent may be granted, conditioned or delayed in City's sole and absolute discretion. In order to be effective, any such assignment must contain an express written agreement and assumption by the assignee agreeing to be unconditionally liable for Aviage's obligations contained herein. Any such assignment shall not relieve the assigning Party of its obligations in this Agreement.

10. **Additional Matters.**

A. **City's Right to Terminate.** This Agreement is subject to termination by City pursuant to the provisions of A.R.S. 38-511.

B. **Effective Date.** This Agreement is entered into and effective as of the Effective Date.

C. **Recitals.** The recitals set forth in Paragraph A through K, inclusive, of this Agreement are incorporated in this Agreement by reference as if fully set forth herein.

D. **City Processes.** Nothing in this Agreement shall preclude City from the reasonable exercise of its normal zoning, planning and review processes, or its enforcement of public health and safety.

E. **No Exemption.** Nothing in this Agreement exempts Aviage from payment of any sales tax, rental tax, use tax or any other municipal fees or charges.

F. Severability. City and Aviage each believes that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

G. No Waiver. The failure of any Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are exclusive of any other rights or remedies which may be granted by law.

H. Entire Agreement; Amendments; Counterparts. This Agreement constitutes the entire Agreement between City and Aviage with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified or rescinded, except in writing, signed by all Parties and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

L. Attorney's Fees. In the event of any dispute between the Parties in connection with this Agreement, the Party prevailing in such action or proceeding shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees; provided, however, that no such amount shall be awarded, owed or payable until (i) the court in question has made a finding that one or the other party is the "prevailing party" in such proceeding, and (ii) a final, non-appealable order of judgment is entered by a court of competent jurisdiction, or where applicable, the mandate of an appellate court of competent jurisdiction shall issue.

M. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or in the United States District Court for the

District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action, or City elects such forum in its sole election). The Parties irrevocably consent to the exclusive jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 10(M). The provisions of this Section 10(M) have been specifically bargained for by City and constitute additional consideration to City for its entering into, and agreeing to be bound by, this Agreement.

N. No Personal Liability. No member, agent, representative, official, officer, or employee of any Party shall be personally liable to any Party, or any successor-in-interest, in the event of any default or breach by a Party or for any amount which may become due to another Party or any successor in interest or on any obligation under the terms of this Agreement.

O. No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Aviage and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

P. Authority. Each of the Parties hereto represents and warrants to the other that the individual executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf such individual is signing and that this Agreement shall be binding upon such Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the date and year first written above.

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Carl Swenson, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

GE AVIC Civil Avionics Systems Americas, Inc. a Delaware corporation

By: _____


Name: Alan Jones

Title: President & CEO

RESOLUTION NO. 2015-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, ADOPTING AN ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT BETWEEN THE CITY OF PEORIA, ARIZONA, AND GE AVIC CIVIL AVIONICS SYSTEMS AMERICAS, INC., A SUBSIDIARY OF AVIAGE SYSTEMS; DIRECTING STAFF TO COMPLY WITH THE TERMS OF THE AGREEMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City's Economic Development Investment and Implementation Policy (EDIIP) seeks to attract targeted industries to the City in a manner consistent with applicable laws, in order to promote and advance the City's economic base and overall economic growth for the public health, safety and welfare; and

WHEREAS, GE AVIC Civil Avionics Systems Americas, Inc., a subsidiary of Aviage Systems, has agreed to lease space within the City and to provide a new workforce of highly skilled employees thereby stimulating economic growth, diversifying the workforce and generating income for the City, dependent, however, upon those certain financial incentives to be provided by City in accordance with the terms of an Economic Development Activities Agreement ("Agreement") to be entered into pursuant to A.R.S. § 9-500.11; and

WHEREAS, GE AVIC Civil Avionics Systems Americas, Inc., a subsidiary of Aviage Systems, meets the criteria of a targeted industry pursuant to the City's EDIIP and associated Guidelines, and the City finds that the strategic benefits provided by GE AVIC Civil Avionics Systems Americas, Inc., a subsidiary of Aviage Systems, as set forth in the Agreement do promote the public health, safety and welfare of the City and its residents,

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The Agreement a copy of which is attached hereto as Exhibit A, is hereby approved.

RES. 2015-08

Agreement City of Peoria and GE AVIC Civil Avionics Systems Americas, Inc., a subsidiary of Aviage Systems

January 20, 2015

PAGE 2 OF 2

SECTION 3. Staff is hereby directed to comply with the terms of the Agreement and to report to the City Council the status of the Agreement at least once each fiscal year.

SECTION 4. The City Manager is hereby authorized without further Council action, to execute the Agreement.

SECTION 5. The Council finds and determines that the immediate implementation of this resolution is in the public health, safety and welfare and therefore an emergency is declared and the resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 20th day of January, 2015.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney



City Council Calendar

Color Key:
City Council

< December	January 2015						February >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1 New Year's Day- City Hall Closed	2	3	
4	5	6 Regular City Council Meeting	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20 City Council Meeting	21	22	23	24	
25	26	27	28	29	30	31	



City Council Calendar

Color Key:
City Council

< January	February 2015						March >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1	2	3 <u>City Council Meeting</u>	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17 <u>City Council Meeting</u>	18	19	20	21	
22	23	24	25	26	27	28	

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: RCM 18A

Date Prepared: January 6, 2015**Council Meeting Date: January 20, 2015**

TO: Carl Swenson, City Manager

FROM: Julie Ayers, Human Resources Director

SUBJECT: Peoria Police Department Receives National Recognition for Community Outreach

Purpose:

This is an information item under the City Manager's Report to recognize the Peoria Police Department for being awarded the silver 2014 Optimas Award for Partnership from Workforce Management.

Background/Summary:

National news has reported many stories detailing the adversarial relationships between law enforcement and local communities. The city of Peoria, Arizona, wanted to find a way to deal with community concerns and quality-of-life issues, so the Peoria Police Department partnered with members of the community through the United Community Action Network, or UCAN.

The monthly UCAN meetings, which include representatives from organizations including the Peoria Unified School District, Maricopa County NAACP and the League of United Latin American Citizens, bring department members, community leaders and city administrators together to share information and discuss how to solve mutual problems.

"A positive and productive community relationship is not accomplished through one-way communications. U.C.A.N. brings many different voices and concerns together to help build safe and enriching neighborhoods for our citizens," said Peoria Police Chief, Roy Minter.

The collaboration developed through the UCAN meetings has evolved into a partnership that has produced housing for needy families as well as educational and mentoring assistance for youths and adults. Since UCAN began, the Peoria Police Department has had a 17 percent decrease in violent crime and a 19 percent decrease in total crime.

The Optimas Awards is an annual award presented by *Workforce Management magazine*, an online publication and resource for human resources and workforce management professionals. The awards recognize organizations who are redefining leadership by partnering with their community to improve the lives of those living in it, using technology to develop recruiting processes that address candidate shortages and finding unique ways to make their workplaces safer.

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

Agenda Item: RCM 18B

Date Prepared: January 12, 2015**Council Meeting Date:** January 20, 2015

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Same Day Service for Refuse and Recycling Containers

Summary:

On February 2, 2015 Peoria will implement three changes to the City's Residential Solid Waste collection practices. The first change is same day collection of residential trash and recycling containers. This practice simplifies the collection process for residents and reduces the number of days garbage trucks are driving through neighborhoods. This practice is currently in place in Phoenix, Glendale and Surprise.

The second change involves the placement of containers. Residents will be encouraged to place containers in the street close to the curb instead of placing containers on the sidewalk. Containers placed on the sidewalk can restrict access to the sidewalk, particularly for the disabled community. This action is being implemented at the City Council's request after receiving community input regarding concerns about access to the sidewalk.

The third change involves some modifications to the existing service days. Continued growth of residential development in the northern portion of the city necessitates balancing the collection routes. As residents will be moving to single day collection, adjusting the service days at this time will ensure the smoothest service transition.

In order to facilitate this change, the City will embark on a public information campaign to ensure residents are notified of the various changes in service. This campaign was coordinated with the Office of Communications. Exhibit 1 depicts a door hanger with information and a collection map that will go out to all homes. Residents will also receive this same information in the *Peoria Now* water bill insert, through promotional announcements on Channel 11, in the *Sustain and Gain* newsletter, newspaper advertisements, and via a separate mailing to all residential customers. In addition, the Solid Waste Division has developed signs that will be placed on all Residential Solid Waste trucks announcing the change.

Exhibit 1: Same Day Service Promotional Advertisement**Contact Name and Number:** William Mattingly, Public Works – Utilities Director, 623-773-5151

it's a Special Deal
Exclusively
for Peoria
Residents



2-CAN special!

SAME DAY service
for **BOTH**
recycling & trash!



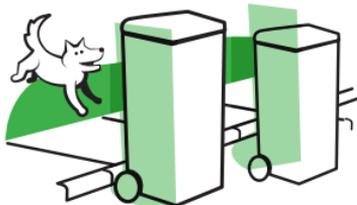
**One trip to
the curb**



**Place your
containers by 6 am**



**Place cans
four feet apart
(an arm & an elbow!)**



**Curbside
placement**

Starting February 2, 2015



For more information,
visit peoriaaz.gov/solidwaste

Find your day!
**Same Day
Collection Schedule**

MONDAY

WILLIAMS RD

DIXILETA DR

DYNAMITE BL

JOMAX RD

HAPPY VALLEY RD

PINNACLE PEAK RD

TUESDAY

UNION HILLS DR

DEER VALLEY RD

BEARDSLEY RD

THURSDAY

CHOLLA ST

BELL RD

GREENWAY RD

THUNDERBIRD RD

CACTUS RD

FRIDAY

NORTHERN AVE

PEORIA AVE

OLIVE AVE

67th Ave