City Council Meeting
Notice & Agenda

Tuesday, February 17, 2015
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session

5:00 P.M. Convene

Roll Call

Consent Agenda

CONSENT AGENDA: All items listed 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 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; and (b) discussion and consultation with legal counsel and designated representatives of the public body pertaining to discussion or consideration of records that are exempt from public inspection pertaining to the security of city facilities pursuant to A.R.S. § 38-431.03.A.2.

Study Session Agenda

Subject(s) for Discussion Only

2. Huntington University Update

Mayor	Willow District	Acacia District	Ironwood District	Mesquite District	Palo Verde District	Pine District
Cathy Carlat	Jon Edwards, Vice Mayor	Vicki Hunt	Bill Patena	Ben Toma	Michael Finn	Carlo Leone

Adjournment

Executive Session

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

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

Executive Session Agenda

3. An Executive Session for the purpose of: (a) discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations with United Phoenix Fire Fighters Association Local 493 pursuant to A.R.S. § 38-431.03.A.5; and (b) discussion and consultation with legal counsel and designated representatives of the public body pertaining to discussion or consideration of records that are exempt from public inspection pertaining to the security of city facilities pursuant to A.R.S. § 38-431.03.A.2.

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

4. Water Conservation Proclamation declaring the week of March 16 - 22 as “Fix a Leak Week”

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

5. **C - Minutes**

Discussion and possible action to approve the following minutes:

- January 6, 2015 Meeting Minutes
- January 13, 2015 Meeting Minutes
- January 20, 2015 Meeting Minutes
- January 31, 2015 Workshop Minutes

6. **C - General Plan Amendment, Land Use Map, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2015-16** approving an amendment to the General Plan Land Use Map by re-designating a site encompassing approximately 9.8 acres of land, located at the southwest corner of the 99th Avenue alignment and Pinnacle Peak Road from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3 du/ac)(GPA14-0005).

7. **C - Rezoning, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2015-04** rezoning approximately 9.8 acres of land from General Agricultural to the Sunset Ranch Parcel J Planned Area Development for the development of 28 single-family residential lots (Z14-0009).

8. **C - Rezoning, Calderwood Court, 99th Avenue and Jomax Road**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2015-05** rezoning approximately 2.1 acres of land located one-quarter mile north of the northeast corner of 99th Avenue and Jomax Road from General Agricultural to the R1-18 Single-Family Residential Zoning District for the development of three single-family custom home lots (Z14-0008).

9. **C - Continuation of Contract Building Inspectors, Economic Development Services**

Discussion and possible action to: (a) authorize the reallocation of $112,000 in one-time operational funds in the Building Development Divisions Other Professional Services account to continue providing contract building inspections; and (b) approve a budget amendment in the amount of $46,000 from the Building Development Other Professional Services account and $66,000 from the Site Development Other Professional Services to the Building Development Contract Labor account.

10. **C - Budget Amendment, Storm Damage 2014, Parks and Recreation Facilities**

Discussion and possible action to: (a) authorize a budget amendment in the amount of $351,701 for repairs related to excessive storm damage in City parks and recreation facilities; and (b) authorize a budget transfer from the General Fund Contingency account to various accounts within the Community Services Parks and Recreation Facilities budget.

11. **C - Maintenance Improvement District No. 1169, Trilogy West Phase I Parcel C41, Upcountry Way and Vistancia Boulevard**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2015-14** intention and ordering the formation of proposed Maintenance Improvement District No. 1169, Trilogy West Phase I Parcel C41, located at Vistancia Boulevard south of Lone Mountain Road; and adopt **RES. 2015-15** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

12. **C - Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2015-18** accepting Deeds and Easements for various Real Property interests acquired by the City.

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

Discussion and possible action to adopt **RES. 2015-19** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

Regular Agenda

New Business

14. **R - Old Town Commercial Revitalization Easement Agreement, Greenfield Townhomes, LLC and Wing Pointe Apartments Limited Partnership (State Trailer Supply)**

Discussion and possible action to: (a) authorize the City Manager to execute a City of Peoria Old Town Commercial Revitalization Easement Agreement with Greenfield Townhomes, LLC and Wing Pointe Apartments Limited Partnership; (b) adopt **RES. 2015-20** whereas the City agrees to provide certain grant monies to owner and the City will receive an Easement in and to the property with a right of entry; and (c) authorize a budget amendment in the amount of $725,000 from the Half-Cent Sales Tax Fund Contingency account to the State Trailer Peoria Project, Half-Cent Sales Tax Fund, Economic Development Projects account.

15. **R - Lease and Purchase Option, Lucidi Distilling Company, LLC, 8315 West Washington Street**

Discussion and possible action to: (a) authorize the City Manager to execute a Lease and Purchase Option for city-owned property at 8307 West Washington Street to revitalize the former Fire Station No. 1 property, and (b) execute a Purchase Option for city-owned property at 8315 West Washington Street to develop new uses in compliance with the Old Town Revitalization Plan.

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

16. **Council Calendar**

17. **Reports**

A. 2015 Arizona Chinese Lantern Festival

B. Neighborhood ParkFest! Series

Reports from City Council
Reports from the Mayor

Adjournment

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

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

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

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 2

Date Prepared: January 29, 2015 **Council Meeting Date: February 17, 2015**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Update on Huntington University**

Purpose:
This is an update to the City Council on the status of Huntington University's proposal to locate a branch campus in the City of Peoria.

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 higher education users, as well as other targeted industries, to Peoria. In 2010, we engaged the services of a private firm to locate institutions of higher education to Peoria, and Huntington University was one of those interested in expanding their campus operations.

The City of Peoria has been in dialogue with Huntington University since 2012. An Exclusive Negotiating Agreement (ENA) was signed with Huntington University on October 9, 2012, which expired in April 2013. At that time Huntington was looking to create a branch campus as a member of our university consortium. They had planned to bring nursing, exercise science and digital media arts (DMA) to Peoria; however, their plans were put on hold as they re-evaluated which programs would be most successful in the City. As of January 15, 2015, we received an updated proposal from Huntington to enter into an agreement to bring a DMA program to Peoria, which is STEM related, and in alignment with our EDIS.

In summary, the following items are in process:

- Elliott Pollack is conducting a 3rd party economic and fiscal impact analysis on the Huntington proposal. Should the Council desire for staff to continue discussions with Huntington University towards the development of deal points, the economic and fiscal impact analysis results will be provided to Council upon completion of the review.

Previous Actions:
The City Council approved an Exclusive Negotiating Agreement with Huntington University on October 9, 2012.

Staff's Recommendation:
Staff does not have a recommendation at this time.

Fiscal Analysis:
There is no fiscal impact as a result of this status report.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4

Date Prepared: January 28, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

FROM: William Mattingly, P.E., R.L.S. Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Proclamation declaring the week of March 16 - 22 "Fix a Leak Week"

Purpose:

Present a proclamation declaring the week of March 16 - 22 "Fix a Leak Week".

Background/Summary:

The City of Peoria will designate the week of March 16 – 22, 2015 as "Fix a Leak Week", a key public awareness component of USEPA's WaterSense program. As a member of the Arizona Municipal Water Users Association, the City of Peoria Public Works-Utilities staff actively collaborate and participate in "Fix a Leak Week" outreach activities designed to increase public awareness of household leaks, which waste more than 10,000 gallons of water in an average household every year.

The Week's signature event is the annual One for Water Four-Miler Race and Family Fun Festival, now in its fifth year and again hosted by the City of Peoria at Rio Vista Community Park on March 21, 2015. Because leaking toilet flappers are one of the biggest culprits of wasting water, the event features a contestant in a toilet costume, symbolizing the chase after leaks that is the main message of the Fix-A-Leak campaign.

Participation in public events such as the Four-Miler Race and Fun Festival is one way in which the City's Water Conservation Program reaches out to our residents to educate them in water conservation techniques.

Previous Actions:

The City of Peoria has declared "Fix a Leak Week" through proclamation since the inaugural event in 2011.

Contact Name and Number: Jody Latimer, Public Works – Utilities Environmental Resources Supervisor, 623-773-7993

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
January 6, 2015

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

Boy Scout Troop 546 posted the Colors and led the Pledge of Allegiance.

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

Council Youth Liaisons: Ian Mullane and Michael Helt.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Robert Goodhue, Deputy Economic Development Services Director; Andy Granger, Engineering Director; Katie Gregory, Deputy Finance and Budget Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 50 members of the public were present.

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

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

CONSENT - Old Business:

Mayor Barrett asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Aames, seconded by Councilmember Edwards, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

1C. **Minutes**

Approved the following minutes:

- November 25, 2014 Meeting Minutes
- December 9, 2014 Meeting Minutes
- December 16, 2014 Special Meeting Minutes

Presentation:

2. Presentation to Outgoing Councilmember Tony Rivero

Carl Swenson, City Manager, recognized outgoing Councilmember Tony Rivero for his service on the Council and presented him with a plaque in appreciation of his service to the City of Peoria.

Councilmember Rivero thanked the residents of the Acacia District for giving him the opportunity to represent them. Councilmember Rivero thanked the Council and staff for his success as a public official.

Councilmember Rivero extended his wishes for success to Mayor-elect Carlat.

3. Presentation to Outgoing Vice Mayor Ron Aames

Carl Swenson, City Manager, presented a plaque to outgoing Vice Mayor Ron Aames in recognition of his service on the Council.

Vice Mayor Aames expressed his pleasure for the time he served on the City Council. Vice Mayor Aames thanked the citizens of the Palo Verde District, City staff and the Council for their support.

4. Presentation to Outgoing Mayor Bob Barrett

Carl Swenson, City Manager, presented a plaque to outgoing Mayor Bob Barrett in recognition of his leadership and service on the Council.

Mayor Barrett thanked his wife, Rachelle Barrett, and City staff for supporting him during the time he served on the Council.

Mayor Barrett welcomed Mayor-elect Cathy Carlat and invited citizens to support their City Council.

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

Presiding Municipal Judge George Anagnost administered the Oath of Office to Councilmembers Vicki Hunt, Michael Finn and Carlo Leone.

Councilmember Hunt expressed her gratitude to her husband and their family and the constituents of the Acacia District for their support.

Councilmember Finn thanked the residents of the Willow District for entrusting him to be their representative at City Hall. Councilmember Finn thanked his wife and their family for their support and the outgoing Mayor and Council for their service to the City.

Councilmember Leone expressed his appreciation to his wife and their family and the constituents of the Pine District for their support during his 16 years on the City Council.

Presiding Municipal Judge George Anagnost administered the Oath of Office to Mayor Cathy Carlat.

Mayor Carlat thanked her husband and her children for the support they provided during the years she served on the Council. Mayor Carlat expressed her gratitude to the citizens of Peoria for their confidence in her ability to lead the City.

A short recess was declared at 7:40 p.m., and the meeting was reconvened at 8:00 p.m.

Members Present: Mayor Cathy Carlat; Councilmembers Jon Edwards, Michael Finn, Vicki Hunt, Carlo Leone, Bill Patena and Ben Toma.

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

CONSENT - New Business:

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

5C. **City Council 2015 Meeting Schedule**

Adopted **RES. 2015-01** approving a City Council meeting schedule of regular meetings, special meetings, and study sessions for the 2015 calendar year.

REGULAR AGENDA

New Business:

6R. **Election of Vice Mayor**

Motion was made by Councilmember Edwards, seconded by Councilmember Toma, to establish a one-year term length for Vice Mayor.

Upon vote, the motion carried unanimously 7 to 0.

Councilmember Patena nominated Councilmember Edwards to the position of Vice Mayor.

The Council voted by ballot. Rhonda Geriminsky, City Clerk, read aloud the votes and the Councilmembers associated with each vote.

Mayor Carlat announced that Councilmember Edwards had been elected unanimously 7 to 0 to serve as Vice Mayor for the City of Peoria for a term of one year.

7R. **Election of Mayor Pro Tem**

Motion was made by Councilmember Hunt, seconded by Vice Mayor Edwards, to establish a one-year term length for Mayor Pro Tem.

Upon vote, the motion carried unanimously 7 to 0.

Councilmember Hunt nominated Councilmember Patena to the position of Mayor Pro Tem to serve during the absence of both the Mayor and Vice Mayor.

Councilmember Toma nominated Councilmember Leone to the position of Mayor Pro Tem to serve during the absence of both the Mayor and Vice Mayor.

The Council voted by ballot. Rhonda Geriminsky, City Clerk, read aloud the votes and the Councilmembers associated with each vote.

Mayor Carlat announced that Councilmember Patena had been elected to serve as Mayor Pro Tem for a term of one year by a vote of 5 to 2.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

8. **Council Calendar**

9. **Reports**

A. Susan Daluddung, Deputy City Manager, reported that the City of Peoria was the recipient of the Southwest Energy Efficiency Project Award for being the first municipality in Arizona to adopt the 2012 International Energy Conservation Code. Ms Daluddung announced that the City was also cited for its commitment to conserving energy in public buildings, upgrading outdoor lighting to be efficient and for its efficient fleet transportation.

B. John Sefton, Community Services Director, provided information on the 2015 Winter Water Safety Day and Polar Plunge held at the Sunrise Mountain High School pool on Saturday, January 3, 2015.

C. Bobby Ruiz, Fire Chief, provided a brief presentation on the community events supported by the Peoria Firefighters Charities.

Reports from City Council:

Council Youth Liaison Helt congratulated the newly elected Mayor and Councilmembers.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone welcomed Mayor Carlat and the other newly elected Councilmembers. Councilmember Leone extended his congratulations to Vice Mayor Edwards and Mayor Pro Tem Patena. Councilmember Leone congratulated Briana Decker on her new position as Assistant to the Mayor and Irene Charlez on her promotion to Council Assistant.

Councilmember Toma welcomed Mayor Carlat and the newly elected Councilmembers. Councilmember Toma congratulated Vice Mayor Edwards and Mayor Pro Tem Patena. Councilmember Toma reported on his attendance at the annual Shop with a Cop event.

Vice Mayor Edwards extended his congratulations to Mayor Carlat. Vice Mayor Edwards reported on the various City of Peoria activities he attended. Vice Mayor Edwards expressed his gratitude to the Police Department for the successful Shop with a Cop event. Vice Mayor Edwards thanked Council for electing him to the position of Vice Mayor.

Council Youth Liaison Mullane congratulated Mayor Carlat and the newly elected Councilmembers.

Councilmember Hunt informed the Council she is excited to begin working with them.

Councilmember Patena acknowledged the Police Department, Fire Department and the Community Services Department for their commitment to the youth in Peoria. Councilmember Patena extended his congratulations to Mayor Carlat and the newly elected Councilmembers.

Councilmember Finn welcomed Mayor Carlat and the other newly elected Councilmembers.

Reports from the Mayor:

Mayor Carlat reported that the Council expects to deliver numerous goods and services as they build the City of Peoria for its citizens.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:35 p.m.

_____

Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 6th day of January, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of February, 2015.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
January 13, 2015

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

Members Present: Mayor Cathy Carlat; Vice Mayor Jon Edwards; Councilmembers Michael Finn, Vicki Hunt, Carlo Leone, Bill Patena and Ben Toma.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Scott Whyte, Economic Development Services Director.

Audience: Approximately one member of the public was present.

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

CONSENT AGENDA

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Motion was made by Councilmember Patena, seconded by Vice Mayor Edwards to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

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

Authorized 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 Economic Development Activities Agreement with GE AVIC Civil Avionics Systems Americas, Inc. pursuant to the City's Economic Development Incentive and Investment Policy pursuant to A.R.S. § 38-431.03.A.4; and (b) 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.

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of 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 Economic Development Activities Agreement with GE AVIC Civil Avionics Systems Americas, Inc. pursuant to the City's Economic Development Incentive and Investment Policy pursuant to A.R.S. § 38-431.03.A.4; and (b) 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.

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

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:00 p.m.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 13th day of January, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of February, 2015.

(Seal)

_____

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
January 20, 2015

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

Members Present: Mayor Cathy Carlat; Councilmembers Michael Finn, Vicki Hunt, Carlo Leone, Bill Patena and Ben Toma.

Members Absent: Vice Mayor Jon Edwards; Council Youth Liaisons Ian Mullane and Michael Helt.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Andy Granger, Engineering Director; Bo Larsen, Public Information Director; Bobby Ruiz, Fire Chief; and Scott Whyte, Economic Development Services Director.

Audience: There were no members of the public present.

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

CONSENT AGENDA

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

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

Authorized 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.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:02 p.m.

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting 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.

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

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

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

Members Present: Mayor Cathy Carlat; Councilmembers Michael Finn, Vicki Hunt, Carlo Leone, Bill Patena and Ben Toma.

Members Absent: Vice Mayor Jon Edwards; Council Youth Liaisons Ian Mullane and Michael Helt.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Brent Mattingly, Finance and Budget Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Mike Weber, Deputy Public Works Director; Scott Whyte, Economic Development Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

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

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

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

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

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

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

Adopted **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**

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

Bobby Ruiz, Fire Chief, presented an overview of the request to change the name of the Peoria Fire Department to the Peoria Fire-Medical Department. Chief Ruiz reported that more than 85 percent of all Fire Department responses are medical in nature.

In response to questions from the Council, Chief Ruiz reported the proposed name change had not been placed on a previous Study Session agenda. Chief Ruiz confirmed that if the Council did not approve the name change, grant applications and the application for a Certificate of Necessity could be affected.

Chief Ruiz informed Council that the Fire Department is currently partnering with hospitals and has participated in studies with the Department of Health Services and the University of Arizona that will change the way medical service is administered to patients over the next five years.

Discussion ensued regarding costs associated with the requested name change.

Motion was made by Councilmember Hunt, seconded by Councilmember Toma, 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.

Upon vote, the motion carried unanimously 6 to 0.

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

(a) Approved a contract for Financial Advisor services with TL Hocking & Associates; and

(b) Approved 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**

Authorized 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**

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

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

Adopted **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**

Approved 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**

Approved 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**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill and Modern Saloon, located at 15703 North 83rd Avenue #110, Rexford J. Moffett, Applicant, LL#20011805.

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

Public Hearing:

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

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

Council Action:

Motion was made by Councilmember Toma, seconded by Councilmember Leone, 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.

Upon vote, the motion carried unanimously 6 to 0.

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

Brent Mattingly, Finance and Budget Director, reported that all fees were paid and staff recommends 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.

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request for an Off-Track Wagering License Renewal for Turf Paradise to telecast at Days Hotel located at 8955 Northwest Grand Avenue.

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

Council Action:

Motion was made by Councilmember Leone, seconded by Councilmember Finn, 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.

Upon vote, the motion carried unanimously 6 to 0.

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

Steve Kemp, City Attorney, summarized the request to amend Chapter 2 of the Peoria City Code to correct a discrepancy related to the number of members on the Public Defender Contract Review Committee.

Motion was made by Councilmember Patena, seconded by Councilmember Finn, 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.

Upon vote, the motion carried unanimously 6 to 0.

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

John Sefton, Community Services Director, provided an overview of the request to authorize special event affiliate status and approve funding for the 2015 Arizona Chinese Lantern Festival.

Mr. Sefton informed Council that the mission of the festival is to promote cultural exchange through the beauty of art, entertainment, food and cultural education. Mr. Sefton reported that the festival will be held at Rio Vista Community Park on February 19 to February 22 and February 26 to March 1, 2015 and will prominently feature numerous illuminated silk Chinese lanterns that will stand at heights up to 60 feet.

In response to questions from Council, Mr. Sefton confirmed that the lanterns will be visible from the Loop 101.

Motion was made by Councilmember Hunt, seconded by Councilmember Patena, 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.

Upon vote, the motion carried unanimously 6 to 0.

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

Clerk's Note: Vice Mayor Edwards joined the meeting at 7:20 p.m. by telephone conference call.

Scott Whyte, Economic Development Services Director, introduced Mr. Jon Lyford, representing Aviage Systems, a joint venture between General Electric Company (GE) and Aviation Industry Corporation of China (AVIC).

Mr. Whyte provided background on the request for approval of an Economic Development Activities Agreement with Aviage Systems to locate their civil aviation and aerospace software engineering company in the City of Peoria.

Mr. Whyte presented an overview of the minimum project requirements outlined in the Economic Development Incentive and Investment Policy and the business attraction challenges for targeted industries.

Mr. Whyte summarized the terms outlined in the proposed agreement. Information included:

- Number of jobs to be created and associated labor costs
- Tenant improvement costs and rent
- Workforce relocation
- Procurement of a Foreign Trade Zone consultant
- Federal Visa application process assistance
- Five-year operating covenant
- Total potential reimbursement

In response to questions from Council regarding workforce relocation, Mr. Whyte clarified that the City agrees to compensate Aviage Systems $5,000 per employee who relocates from outside the West Valley and purchases and occupies a single-family residence within Peoria.

At the request of Council, Mr. Lyford explained that their product, which is sold to aircraft manufacturers, is a common computing and networking platform that allows aircraft to be controlled and operated safely.

Motion was made by Vice Mayor Edwards, seconded by Councilmember Patena, 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.

Upon roll call vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

17. **Council Calendar**

18. **Reports**

A. Police Department, National Recognition for Community Outreach

Julie Ayers presented the silver 2014 Optimas Award for Partnership from *Workforce Management magazine* to Roy Minter, Police Chief, in recognition of redefining leadership by partnering with members of the community through the United Community Action Network (UCAN).

Chief Minter provided an overview of UCAN which was established to assist the Police Department and community members in developing and sustaining a collaborative and effective partnership to address quality of life issues.

B. Rhonda Humbles, Solid Waste Manager, reported on changes to the residential solid waste collection program beginning February 2, 2015. Information included:

- Same day collection of residential trash and recycling containers
- Placement of containers in the street
- Modifications to existing service days
- Public information campaign to ensure residents are aware of the new requirements

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone congratulated Lisa Estrada on her promotion to Economic Efficiency and Sustainability Manager.

Councilmember Hunt reported on her attendance at a dinner held in tribute to Dr. Martin Luther King, Jr. Councilmember Hunt welcomed the Valdivia family who purchased a home in the Acacia District through Habitat for Humanity.

Councilmember Patena reported on his attendance at the dedication ceremony of the Habitat for Humanity home for the Valdivia family. Councilmember Patena reported on the attributes of the Habitat for Humanity program. Councilmember Patena congratulated Chief Minter for receiving the silver 2014 Optimas Award for Partnership.

Reports from the Mayor:

Mayor Carlat congratulated Roy Minter, Police Chief, for the success of UCAN which has been the recipient of numerous awards since its inception. Mayor Carlat congratulated Bobby Ruiz, Fire Chief, on the department's name change to the Peoria Fire-Medical Department.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:10 p.m.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 20th day of January, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of February, 2015.

(Seal)

_____

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
DEVELOPMENT AND COMMUNITY SERVICES BUILDING
POINT OF VIEW ROOM
9875 NORTH 85TH AVENUE
January 31, 2015

A **City Council Workshop** of the City Council of the City of Peoria, Arizona was convened at 9875 North 85th Avenue, Peoria, Arizona in open and public session at 8:30 a.m.

Members Present: Mayor Cathy Carlat; Vice Mayor Jon Edwards; Councilmembers Michael Finn, Vicki Hunt, Carlo Leone, Bill Patena and Ben Toma.

Members Absent: None

Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Brent Mattingly, Finance and Budget Director; and Corina Russo, Assistant to the City Manager.

Audience: No members of the public were present.

General Discussion of City Council's Working Relationships and Priorities:

Mayor Carlat outlined the following:

- Importance of the Council's role in government
- Importance of the City's Charter
- Council/Manager form of government
- Charter Officers and their roles
- City Staff and the importance of a professional relationship with them
- City districts and the importance of respecting the district boundaries
- Mayor's role
- Importance of communication amongst the Council

Discussion ensued regarding what each Councilmember's focus areas are for their district.

Discussion ensued regarding roundtable discussions and how they are conducted in the Willow District.

Carl Swenson, City Manager, outlined key principles with respect to the Council/Manager form of government and the role of the City Manager.

Steve Kemp, City Attorney, addressed Council related to key principles with respect to the relationship between Councilmembers and the City Attorney as well as the role of the City Attorney.

Discussion ensued regarding:

- The importance of consulting with the City Attorney
- The City Attorney's obligations to outside entities for legal consultation

10:01 a.m. Mayor Carlat declared a short recess and reconvened at 10:16 a.m.

Mayor Carlat discussed the current Subcommittee system in place in the City and suggested some revisions. Mayor Carlat presented that the Ethics Subcommittee is in need of reform. Mayor Carlat proposed that all Subcommittees, with the exception of the Board and Commission Appointments, Not-for-Profit Subcommittee and the Ethics Subcommittee be discontinued and that a Committee of the Whole be formed to address policy issues.

Discussion ensued regarding timelines for requests submitted to the Committee of the Whole.

Consensus of Council was to discontinue the proposed Subcommittees and develop a Committee of the Whole to address policy issues to be discussed at a future Study Session.

Consensus of the Council was to ask Staff to research best practices as it relates to the Ethics Subcommittee and bring forth recommendations for reforming the Ethics Subcommittee.

Mayor Carlat addressed the need for the Council to have more in-depth information on issues that they are required to make decisions on. Mayor Carlat suggested that they have quarterly seminars to obtain more information on various subjects within the City.

Consensus of the Council was that seminars were necessary. Council agreed that full day seminars should be held once every quarter to address two or three topics at each meeting and to build in field trips as appropriate.

Charter Review Process

Mr. Swenson addressed how proposed changes to the City Charter are currently being handled by the City. Mr. Swenson suggested that a new process may be necessary in order to thoughtfully and sensibly recommend charter amendments to the voters.

Consensus of the Council was to ask Staff to research best practices with respect to proposing charter amendments to the voters and bring forth recommendations to the Council.

11:07 a.m. Mayor Carlat declared a short recess and reconvened at 11:30 a.m.

Jim Rounds, Senior Vice President and Senior Economist at Elliott D. Pollack & Company, provided a 2015 economic update for the City of Peoria.

Discussion ensued regarding:

- Job growth
- Leisure and hospitality job recovery compared to other job recovery
- Specific City of Peoria issues that may derail the City's economy in the near future

Mayor Carlat provided closing remarks.

ADJOURNMENT:

Being no further business to come before the Council, the Council Workshop was duly adjourned at 12:50 p.m.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Workshop of the City Council of Peoria, Arizona held on the 31st day of January, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of February, 2015.

(Seal)

_____
Rhonda Geriminsky, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C

Date Prepared: January 22, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning & Community Development Director

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

SUBJECT: Case GPA14-0005 – Sunset Ranch II Parcel J

Purpose:

This is a request for City Council to adopt a Resolution approving a Minor Amendment to the General Plan Land Use Map for approximately 9.8 acres of land from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3 du/ac).

Background/Summary:

The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 9.8 acres of land located at the southwest corner of the 99th Avenue alignment and Pinnacle Peak Road. The amendment would change the current land use designation of Estate Density Residential designation (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3 du/ac). This request is accompanied by a proposed Rezone (Case Z14-0009) from General Agricultural (AG) to Single-Family Residential (PAD) to allow for a 28-lot residential development called *Sunset Ranch II Parcel J*, with a minimum lot size of 8,000 square feet.

The request is to change the land use designation for the properties to Low Density Residential (2-5 du/ac) with a target density of 3 du/ac. This designation denotes areas where detached single-family homes with moderate-sized lots generally of 8,000 square feet or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. This designation for the proposed site will provide for a continued extension of the development pattern and character in place today along 99th Avenue, as well as provide a density of 2.95 units/acre, which is in line with the target for the Low Density Residential land use category.

Over the past several years, a number of properties in this area and adjacent to Lake Pleasant Parkway have been planned and built with non-residential uses such as the Pinnacle Peak Public Safety Facility and parking lot expansion, and the Wealth Management office building. In addition, the four corners of Pinnacle Peak Road and Lake Pleasant Parkway are all zoned

Intermediate Commercial (C-2), with the southwest corner already developed as a Circle K gas station and convenience store. This request would heighten compatibility in the area with the introduction of an appropriate transition in land use from the commercial intersection of Lake Pleasant Parkway and Pinnacle Peak Road.

It is staff's assessment that the proposed amendment creates a logical progression of the Low Density Residential land use category in this area. It is compatible with Lizard Trails to the south (10,000 square foot minimum lots), Sunset Ranch II (8,000 square foot minimum lots) and the area of The Meadows immediately adjacent to the east (planned for 7,000 square foot lots). Lastly, the proposed Low Density Residential designation will support the associated Rezoning request and the continuation of well developed, compatible, single-family residential neighborhoods in this area.

Previous Actions:

This amendment has been subject to the City's Minor General Plan Amendment process. A public hearing was held for this item at the January 15, 2015 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **6-0** vote.

A public hearing was held at the same meeting for a related Rezone application (Z14-0009) for the Sunset Ranch II, Parcel J development.

Options:

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

Staff Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's January 15, 2015 unanimous recommendation (6-0) to approve Case GPA 14-0005.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

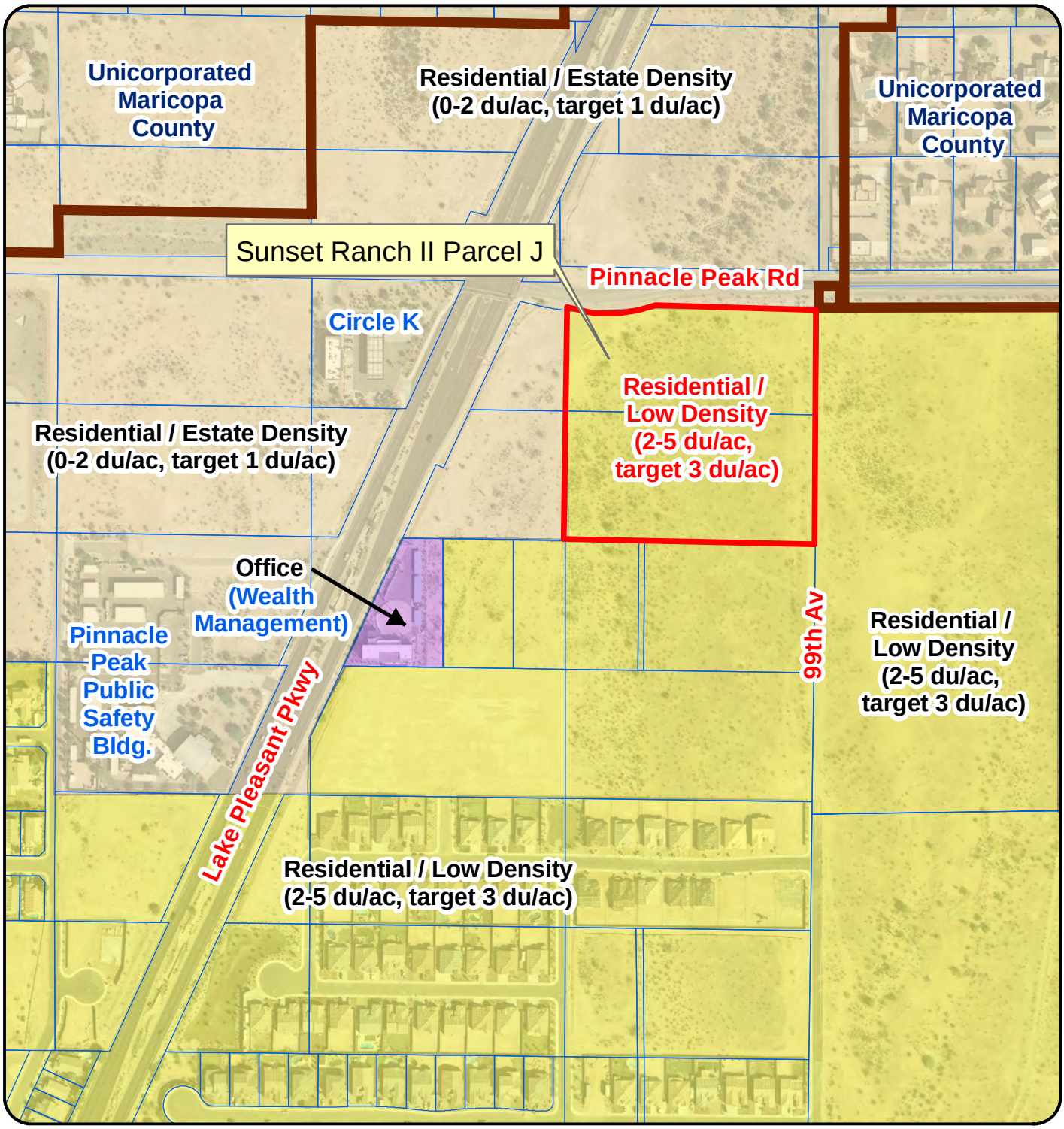
No further action would be necessary should the City Council take action to approve this application.

Exhibit(s)

Exhibit 1: Vicinity Map
Exhibit 2: January 15, 2015 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Resolution

Contact Name and Number: Rick Williams, Planner x7565

Proposed Land Use



GPA14-0005: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Minor amendment to the General Plan Land Use Map for 9.8 acres from Residential-Estate Density to Residential-Low Density

Location: SWC of 99th Avenue and Pinnacle Peak Road

N

MINOR GENERAL PLAN AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: GPA14-0005

DATE: January 15, 2015

AGENDA ITEM: 6R

Applicant: Bowman Consulting, Inc.

Request: A Minor Amendment to the Peoria General Plan Land Use Map for approximately 9.8 acres from Estate Density Residential (0-2 du/ac, Target 1 du/ac) to Low Density Residential (2-5 du/ac, Target 3 du/ac)

Proposed Development: Sunset Ranch Parcel J: A detached single-family residential development consisting of up to 28 units on 9.8 acres.

Location: The property is located on the southwest corner of Pinnacle Peak Road and 99th Avenue (APNs 200-10-036B and 200-10-040E)

Site Acreage: 9.8 gross acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal

Recommendation: Recommend **approval** of case GPA14-0005 to the City Council

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AREA CONTEXT

Table 1: *Existing Land Use, General Plan Designation, Current Zoning. (Exhibits A, B)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Estate Density Residential**	**AG, General Agricultural**
North	Vacant, undeveloped land	Estate Density Residential	Intermediate Commercial (C-2)
South	Vacant, platted, single family residential	Low Density Residential (2-5 du/ac)	Sunset Ranch II (PAD) Lizard Trails
West	Vacant, undeveloped land	Low Density Residential (2-5 du/ac)	Intermediate Commercial (C-2) and General Agricultural (AG)
East	Vacant, undeveloped land	Low Density Residential (2-5 du/ac)	The Meadows (PCD), R1-7 and R1-24 Single Family Residential

LAND USE BACKGROUND

Annexation Ordinance 81-53

1. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was rezoned to AG, General Agricultural.

PROJECT DESCRIPTION

Site and Project Details

2. The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 9.8 acres of land located on the southwest corner of Pinnacle Peak Road and 99th Avenue (Exhibit A). The amendment would change the current Residential Estate density designation (0-2 du/ac, target of 1 du/ac) to Residential Low density (2-5 du/ac, target of 3 du/ac) to allow for the development of Sunset Ranch Parcel J, a single-family residential development. The proposed land use change will allow for approximately 28 new single-family residential units as illustrated on the attached development plan (Exhibit E).

3. This request is accompanied by an application to rezone the 9.8 acre site from General Agricultural (AG) to Planned Area Development (PAD) Single Family Residential (Case Z14-0009) and Preliminary Plat subdividing the parcel (case P14-0007). Both of these applications address compatibility with the adjacent Sunset Ranch II development to the south and future development to the east. As proposed by these applications, the Sunset Ranch Parcel J development will total 28 lots with a projected density of 2.95 du/ac.

DISCUSSION AND ANALYSIS

Minor General Plan Amendment Evaluative Criteria

4. Chapter 14 of the Peoria General Plan ("Plan Administration") directs the City to make an affirmative finding that the proposal substantially demonstrates or exhibits the following evaluative criteria:

   i. The development pattern contained in the Land Use Plan inadequately provides appropriate optional sites for the use or change proposed in the amendment.

   ii. The amendment constitutes an overall improvement to the General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

   iii. The amendment will not adversely impact the community as a whole or a portion of the community by:
   - Significantly altering acceptable existing land use patterns,
   - Requiring larger and more expensive improvements to roads, sewer or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,

- Adversely impacting existing uses because of increased traffic on existing systems, or
- Affecting the livability of the area or the health and safety of the residents.

iv. That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

Existing General Plan Land Use Designation

The existing land use designation for the subject property is Estate Residential (0-2 du/ac) with an underlying target density of 1 du/ac. This designation denotes areas where detached, moderately-sized lot, single-family residential neighborhoods are desirable. These areas support a suburban lifestyle with areas of increased density while maintaining a detached single family residential character. Low Density Residential parcels should be located either adjacent to, or in close proximity to neighborhood amenities such as joint-use schools/parks, trails, open space, or recreational facilities. Places of worship, parks, trails, open spaces, and public facilities are also compatible with this category.

Request to Designate Site to Low Density Residential

5. The request is to change the land use designation for the site to Low Density Residential (2-5 du/ac) with a target density of 3 du/ac. This category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints. This category will allow for a continued extension of the development pattern and character in place today along 99th Avenue, as well as provide a density of 2.95 units/acre, which meets the target for the Residential-Low category.

6. Over the past several years, a number of properties in this area and adjacent to Lake Pleasant Parkway have been planned and built as non-residential uses such as the Pinnacle Peak Public Safety Facility and parking lot expansion, and the Wealth Management office building. In addition, the four corners of Pinnacle Peak Road and Lake Pleasant Parkway are all zoned Intermediate Commercial (C-2), with the southwest corner already developed as a Circle K gas station and convenience store. This request would heighten compatibility in the area with the introduction of an appropriate transition in land use from the commercial intersection of Lake Pleasant Parkway and Pinnacle Peak Road.

7. It is staff's assessment that the proposed amendment creates for a logical progression of the Low Density Residential land use category in this area. It is compatible with Sunset Ranch II to the south (planned for 10,000 square foot lots), and the area immediately adjacent to The Meadows to the east (planned for 7,000 square foot lots). Lastly, the proposed Low Density Residential designation

will support the associated Rezoning request and the continuation of well developed, compatible, single-family residential neighborhoods in this area.

Relevant General Plan Policies and Objectives

8. The applicant has identified goals and policies from the General Plan that support this request (Exhibit C).

   Policy 2.1.A.1: Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth.

   Policy 2.1.H.4: Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas.

   Objective 2.1.M: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

   Objective 2.1.M.1: Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

   Objective 2.1.N: Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

   Policy 2.1.N.1: Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

Citizen Participation Plan - Neighborhood Meeting

9. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting (Exhibit D). The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on December 2, 2015 at the City of Peoria Sunrise Mountain Library at 6:00 pm. Two Maricopa County residents (husband and wife) who live on a one acre lot north and west of the proposed development attended the meeting. One City staff member attended as well. The county residents expressed concern with regards to the average lot sizes proposed in the submittal and stated that smaller lots would impact the value of their home.

Public Notice

10. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content

requirements prescribed by the Planning Division. As of the printing of this report, no support or opposition to this case has been received from the public.

Proposition 207

11. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

12. Based on the following findings:

- The amendment constitutes an overall improvement to the City's General Plan; and
- The proposal provides for a land use category that will allow for a development of compatible scale and intensity as the adjacent residential areas; and
- That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
- The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
- That the amendment will not adversely impact the community as a whole or a portion of the community by:
  i. Significantly altering acceptable existing land use patterns,
  ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
  iii. Adversely impacting existing uses because of increased traffic on existing systems, or
  iv. Affecting the livability of the area or the health and safety of the residents.

It is recommended that the Planning and Zoning Commission take the following action:

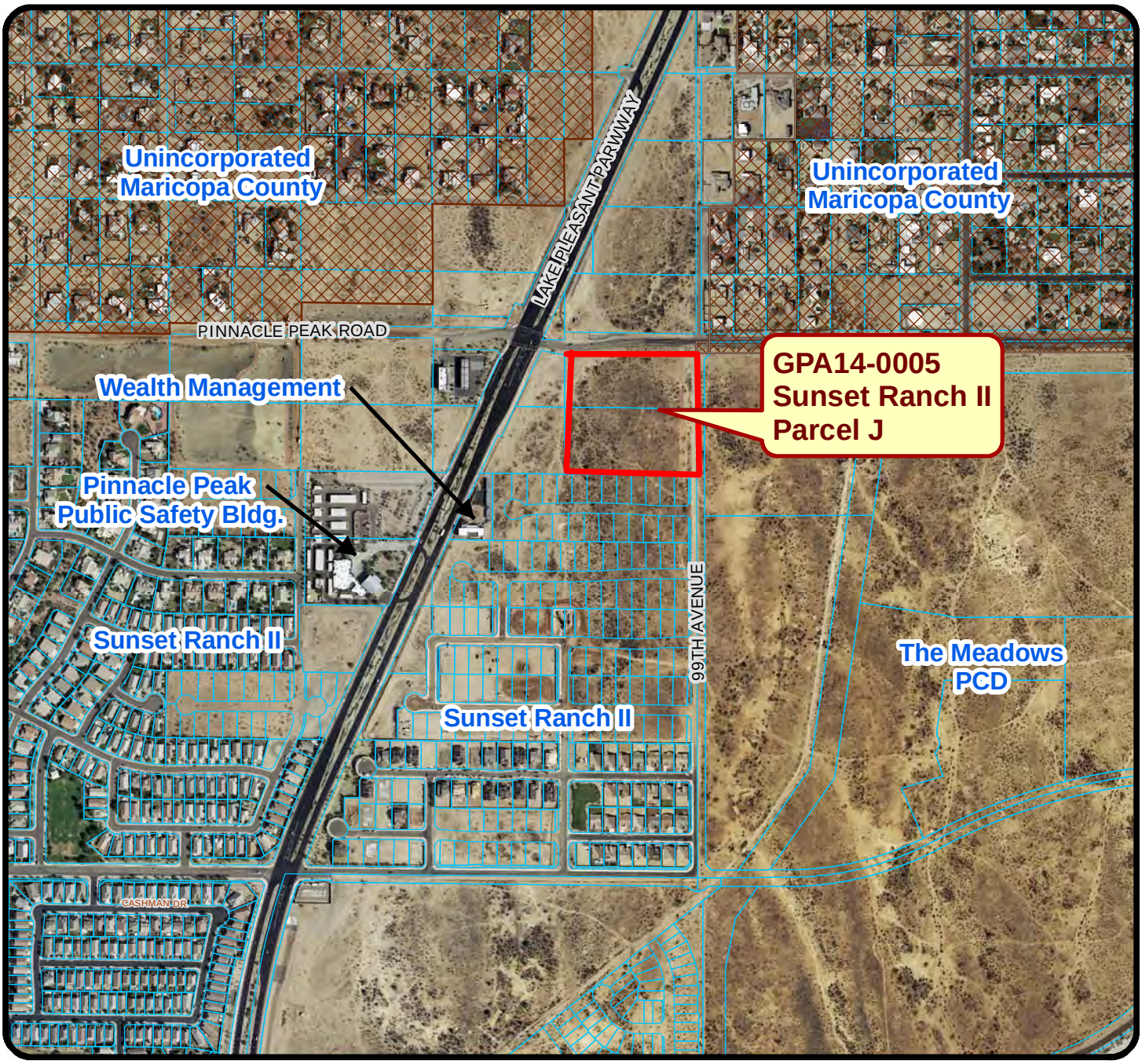
Recommend approval of Case GPA14-0005 to the City Council.

Attachments:

Exhibit A	Vicinity/Context Map
Exhibit B	Existing General Plan Land Use Map
Exhibit C	Description and Justification for Request
Exhibit D	Citizen Participation Process Report
Exhibit E	Sunset Ranch II Parcel J Proposed Preliminary Plat

Prepared by: Rick Williams
Planner

Vicinity Map



GPA14-0005: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

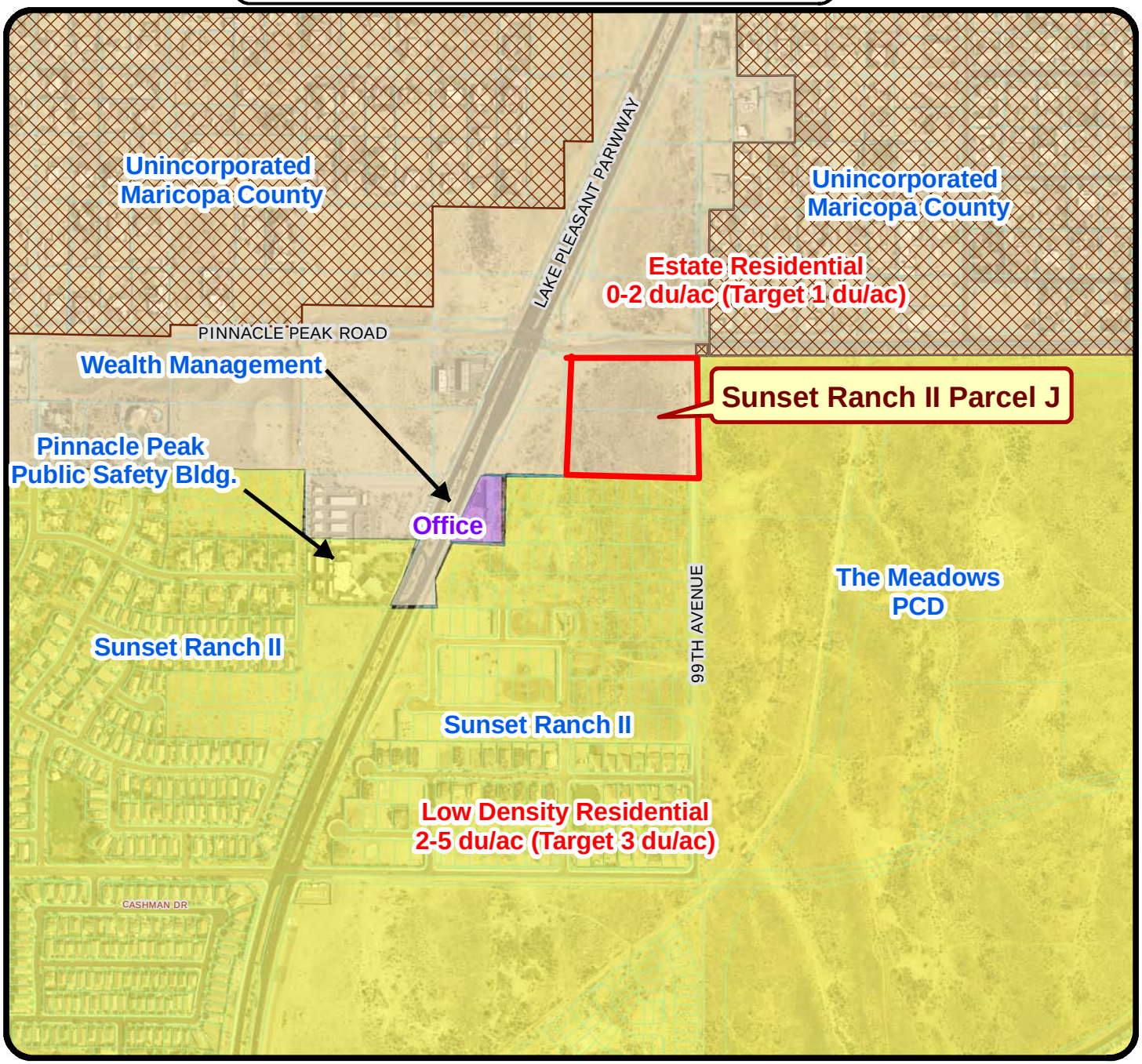
Request: Minor amendment to the General Plan Land Use Map for 9.8 acres of land from Estate Residential to Low Density Residential.

Exhibit A

N

Not to Scale

General Plan Land Use



GPA14-0005: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Minor amendment to the General Plan Land Use Map for 9.8 acres of land from Estate Residential to Low Density Residential.

Location: SWC of 99th Avenue and Pinnacle Peak Road

Exhibit B

N

Not to Scale

MINOR GENERAL PLAN AMENDMMENT

For

SUNSET RANCH II, PARCEL J

A PLANNED AREA DEVELOPMENT
SWC of Pinnacle Peak Road and 99th Avenue
Peoria, Arizona

Prepared for:
Woodside Encore at Sunset Ranch, LLC
1811 North Alma School Road, Suite 190
Mesa, AZ 85210

Prepared by:
Bowman Consulting Group, Ltd.
14100 N. 83rd Avenue, Suite 250
Peoria, AZ 85381

November 10, 2014

Case Number: GPA 14-0005

Exhibit C

SUNSET RANCH II, PARCEL J
DESCRIPTION AND JUSTIFICATION FOR REQUEST

1. *Provide a brief description and reason for the requested change*.

Sunset Ranch II, Parcel J is a 9.8-acre site subject to PAD zoning for single-family residential development and is located on the southwest corner of Pinnacle Peak Road and 99th Avenue in the City of Peoria (the "Property"). A Major PAD Amendment was secured in 2006 consistent with the Peoria General Plan allowing for Low Density Single Family Residential of 2 to 5 dwelling units per acre, with a target 3 du/ac for Parcels A though D, an amendment for Parcels E, F & G in July 2012 and then an amendment for H in January 2013. The overall density of the Sunset Ranch II development is 2.97 du/ac.

The original Minor PAD Amendment approval was obtained July 27, 2010 and an update in July 2012 and January 2013. Since that time, Parcels A, B, C, D, E, F, G and H have been fully developed. Parcel I (aka Lizard Trails) has been platted, engineered and development has commenced. The applicant is in the process of acquiring an additional site, Parcel J, located south of Pinnacle Peak Road and west of 99th Avenue as illustrated in the attached exhibit, to include in the property. As part of the General Plan amendment and Rezoning application, the project known as Sunset Ranch II, Parcel J (APNs 200-10-023D and 040E) will be incorporated into the overall Sunset Ranch II development. The Preliminary Plat for this project is being submitted concurrent with the GPA and PAD.

To provide an aesthetic composition and deliver a sense of continuity to the additional sites, the Applicant requests a Minor General Plan Amendment for Parcel J to add the sites to the exiting community.

- Minor General Plan Amendment - We request a minor amendment to the City of Peoria General Plan on one site located on the southwest corner of Pinnacle Peak Road and 99th Avenue. We request a land use designation revision on a 9.8-acre (APN 200-10-023D and 040E) site from Residential Estate to Residential Low Density. See attached Existing and Proposed Land Use Exhibit.

  We believe that the requested Minor GPA permitting a Residential Low Density land use designation will provide an appropriate use of the site in relation to the surrounding planned residential uses to the east and south. Other properties to the immediate north and west of the Property remain vacant land zoned C-2 and AG.

2. *If map amendment, indicate the existing and the proposed General Plan Land Use designation(s)*.

This is a request for minor amendment to the General Plan Land Use Map from:
Existing General Plan Land Use Designation: Estate Residential
Proposed General Plan Land Use Designation: Residential Low Density.

3. ***In what way does the existing plan inadequately provide suitable alternatives to this request***.

Parcel J is bound by land zoned C-2 north and to the west is approximately 2.5 acres zoned AG and 1.12 acres zoned commercial. The property to the east across 99th Avenue is The Meadows zoned Planned Community District to include MRD-24, MRD-18, MRD-10 and MRD-7. The Estate Residential Land Use classification permits 0 – 2.0 dwelling units per acre with a target density of 1.0 dwelling units per acre. Evaluation by applicant of the current General Plan designation shows that the best use of the Property is a low density single family residential designation to be compatible with surrounding land uses and the general character of residential development in the area. This is supported by the continued market demand for the product offered within Sunset Ranch II community. This development is consistent with the variety of residential densities, housing types and designs provided in the surrounding Sunset Ranch community and The Meadows community. These elements illustrate that the best use of Parcel J is single family residential governed by the Sunset Ranch PAD with an R1-8 zoning standard.

4. ***How will this amendment affect the property values and neighborhood stability? Provide supporting and/or case studies.***

The amendment positively affects property values and neighborhood stability by building on the success of Sunset Ranch II. The Minor General Plan Amendment and Major PAD Amendment will provide an aesthetic composition and deliver a sense of continuity to Parcel J that would otherwise remain undeveloped for an indefinite period of time. The development of the Parcel J will provide a sense of completion to the Sunset Ranch II community while affording a cohesive thematic composition previously not offered by the independent exclusive development of land parcels. Development will also provide consistent maintenance of the site through annexation into the Sunset Ranch II Association versus dormant land. Development will consistent with uses and densities surrounding the development in Sunset Ranch II Parcel I and The Meadows and will provide stable neighborhood growth for northern Peoria. The addition of this project will provide the necessary level of residential homes to create a balance between housing, shopping, employment and recreational opportunities along with supporting increased commercial use.

5. ***How will this amendment contribute to compatible neighborhood patterns. Provide supporting data.***

As previously noted, development of Parcel J under the Sunset Ranch II PAD landscaping standards, building setbacks and lot sizing in concourse with the Minor General Plan Amendment further enhances compatible uses. Completion of the internal community and adjacent roadway system compliments the Sunset Ranch II community and The Meadows which has similar lot sizes, densities and housing designs. It creates livable neighborhoods with housing products that are in high demand in northern Peoria. The proposed Residential Low Density land use designation is the most appropriate considering the surrounding land uses.

6. ***How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide supporting data.***

Applicant supports as a self-evident proposition that the tax benefit of single family residential on Parcel J relative to vacant land undesirable for development as stand-alone or Residential Estate is captured both in terms of property valuation and generation of property tax thereafter. Applicant further submits that additional residential in proximity to the Camino a Lago Marketplace shopping center will support the growing needs for sales tax revenue generated from shopping opportunities along Lake Pleasant Parkway.

7. ***How will this amendment contribute to the City's goal of achieving balanced housing, shopping, employment and recreational opportunities?***

This area is developed primarily with single-family residential and office/public usages east and west along Lake Pleasant Parkway. Applicant proposes the mechanism to complete the residential development which is adjacent to the Sunset Ranch II community; thereby achieving a cohesive balance of single family residential to this infill parcel. The proposed development will have its own open space areas and means of maintenance through the community association thus mitigating the impacts on City recreational open spaces.

8. ***How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater and street system.***

Adequate water and wastewater infrastructure is available to provide service to the site. Onsite extension of services will be provided with the development. Access is provided from Pinnacle Peak Road and 99th Avenue. South half street improvements to Pinnacle Peak Road will be completed with the development.

9. ***How will this amendment affect the ability of the school district to accommodate the children? Indicate the specific schools to be attended and provide attendance and other date reflecting impacts to the specified schools, and district comments.***

The development is located within the Peoria Unified School District (the "District"). The original developers for Sunset Ranch II entered into a Developer Assistance Agreement with the District. Students within this development will attend Sunset Heights Elementary School and Liberty High School. Voluntary contributions are made on a per lot basis to support educational facilities in the Sunset Heights Elementary service area. The Applicant has contacted Padric Hall at the District to provide increased density information. It is anticipated that contributions attributed to the Additional Property contemplated in the Minor General Plan Amendment and Major PAD Amendment will be captured by a developer donation agreement which will run with the Sunset Ranch II community that mirrors the existing agreement.

10. ***Specifically, what elements, Goals, Objectives, and Policies of the General Plan will be affected?***

Below are Objectives and Policies of the General Plan that are supported by the proposed amendment:

Policy 2.1.A.1 Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth
Sunset Ranch II Parcel J will utilize all existing water and wastewater lines from Lake Pleasant Parkway and Sunset Ranch Parcel I (aka Lizard Trails) which are adequate for the proposed development.

Policy 2.1.H.4 Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools and shopping areas.
Sunset Ranch II Parcel J will take advantage of all the existing development in the surrounding area. These services shall include utilizing the existing school system, library, parks and will support existing commercial uses such as shopping malls, restaurants, neighborhood services and office uses.

Objective 2.1.M Provide a diversity of housing types to meet the needs of persons of all income levels and ages.
Sunset Ranch provides a diverse variety of residential densities, housing types, elevations and designs to meet the needs of all income levels and ages.

Policy 2.1.M.1 Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.
Sunset Ranch Community continues to have high demand in sales and this project will provide additional homes to meet the increased growth in Peoria.

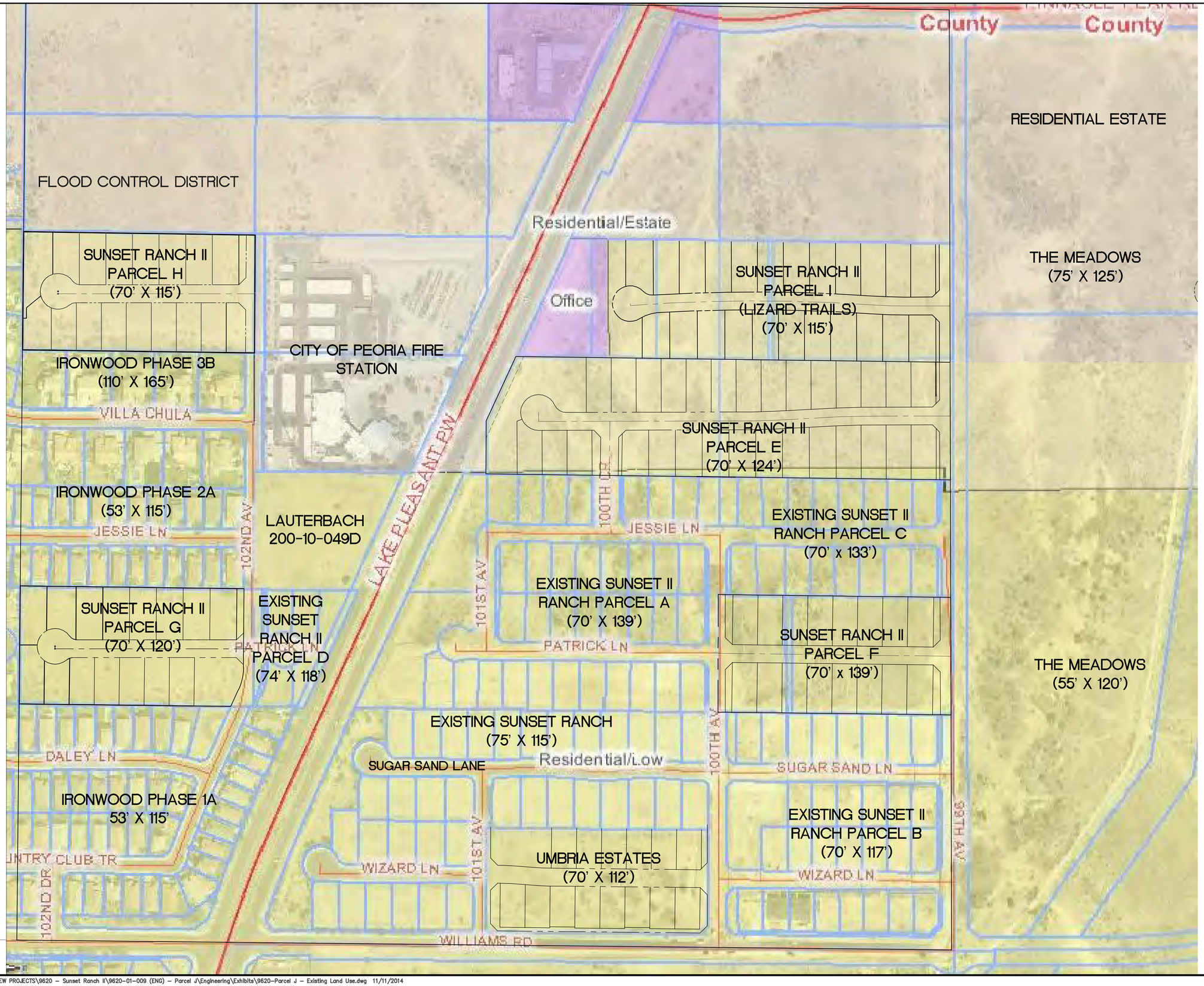
Objective 2.1.N Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.
Sunset Ranch II Parcel J will provide a safe and convenient neighborhood with lush landscape and open space to provide opportunities for walking, connecting to the public trail along Pinnacle Peak Parkway, and bench seating.

Policy 2.1.N.1 Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.
Sunset Ranch II Parcel J will provide adequate open space buffers as transitions to and protection from surrounding land uses.

11. ***How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?***

The amendment will afford an overall improvement to the General Plan by providing an appropriate transitional land use while delivering an aesthetic composition and true sense of continuity to the site that currently is left as a stand-alone small out-parcel with small likelihood for development otherwise. The proposed high quality development will provide solidification of currently undeveloped outparcels bringing an increased tax base while encouraging

continued commercial growth in the surrounding area. The current estate residential zoning on the site is not the best use of the property predicated on the immediate southern usages and independent development is unlikely.



COMMERCIAL

RESIDENTIAL ESTATE

RESIDENTIAL LOW DENSITY

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14701 North 75th Avenue Ste 250
Peoria, Arizona 85381

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

EXHIBIT 4: EXISTING LAND USE

SUNSET RANCH II - PARCEL J

PEORIA MARICOPA

PROJECT NUMBER

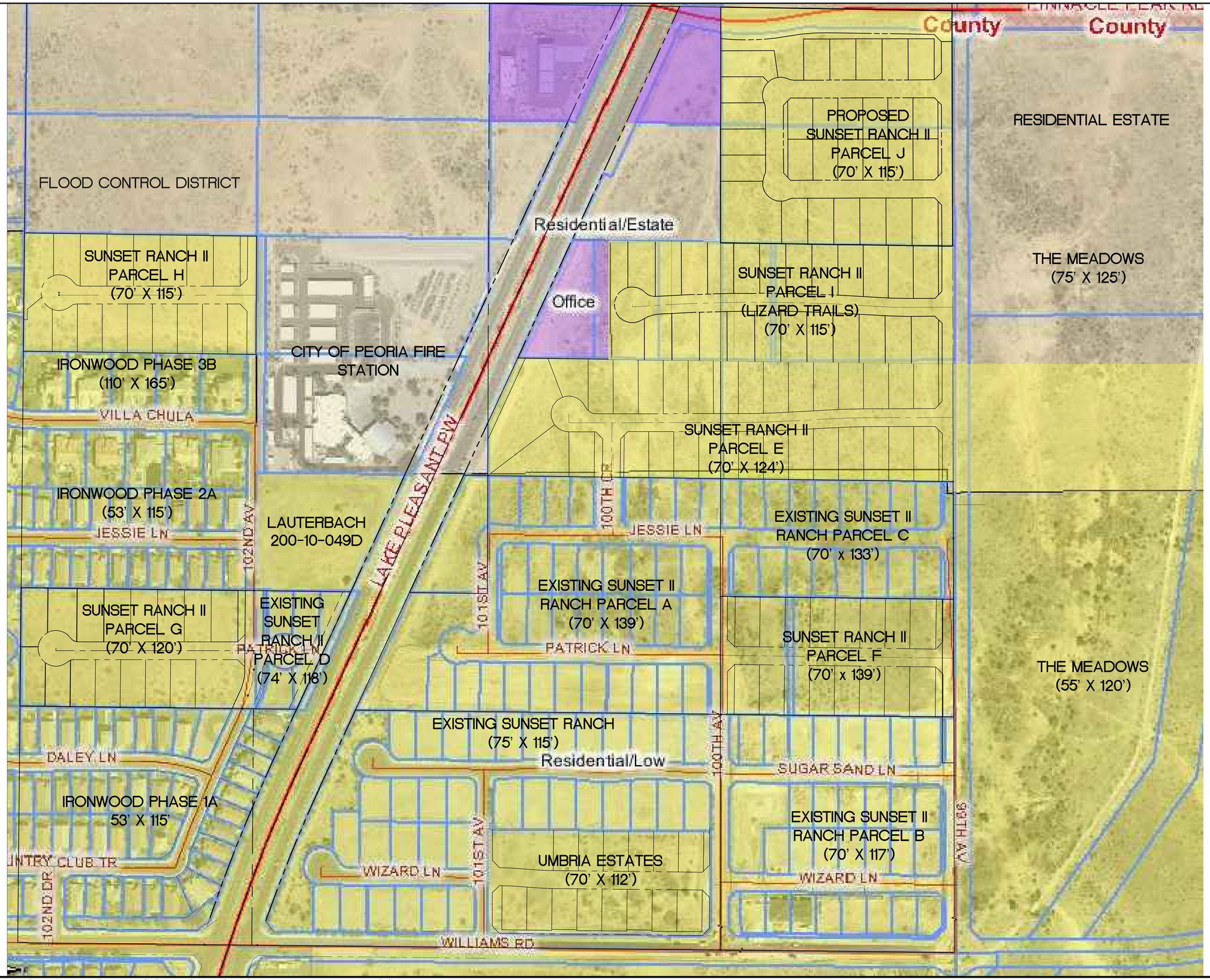
PLAN STATUS

DATE	DESCRIPTION

DESIGN	DRAWN CRS	CHKD
SCALE	H: NONE V: NONE	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

SHEET 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 – Sunset Ranch II\9620-01-009 (ENG) – Parcel J\Engineering\Exhibits\9620-Parcel J – Existing Land Use.dwg 11/11/2014



COMMERCIAL

RESIDENTIAL ESTATE

RESIDENTIAL LOW DENSITY

Bowman CONSULTING

Bowman Consulting Group, Ltd.
4140 North Scottsdale Road Ste 250
Peoria, Arizona 85381

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

EXHIBIT 5: PROPOSED LAND USE

SUNSET RANCH II - PARCEL J

MARICOPA

PEORIA, ARIZONA

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION

DESIGN	DRAWN CRS	CHKD
SCALE	H: NONE V: NONE	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

SHEET 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 – Sunset Ranch II\9620-01-009 (ENG) – Parcel J\Engineering\Exhibits\9620-Parcel J – Proposed Land Use.dwg 11/11/2014

SUNSET RANCH II
PARCEL J

Public Participation Report

SWC of Pinnacle Peak Road and 99th Avenue
Peoria, Arizona

75 ± Acres
222 Lots of which Parcel J is 28 lots

Submitted by:

Woodside Encore at Sunset Ranch, LLC
1811 South Alma School Road
Suite 190
Mesa, Arizona 85210
P: 480.755.0801
F: 480.755.0802

Z14-0009-December 3, 2014

Notice of Neighborhood Meeting

November 12, 2014

Dear Neighbor,

You are cordially invited to a neighborhood meeting regarding a proposed Minor General Plan Amendment and Rezoning in your area.

The property is approximately 9.80 acres and located on the southwest corner of Pinnacle Peak Road and 99th Avenue. We are requesting a zoning change from General Agricultural (AG) to PAD. This request is accompanied by a Minor General Plan Amendment that is requesting an alteration of the land use from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3.0 du/ac). This will allow for twenty-eight new residential home lots with lot sizes ranging from 8,000 square feet up to 11,596 square feet with a maximum density of 2.86 dwelling units per acre.

A neighborhood meeting will be held at the time and place listed below to discuss the proposed General Plan Amendment and Rezoning and answer any questions you may have.

The neighborhood meeting will be held:

Tuesday, December 2, 2014
6:00 pm-7:00 pm
Sunrise Mountain Library, Community Room
21109 N 98th Ave Peoria, AZ 85382

If you have any questions regarding this Proposed General Plan Amendment and Rezoning, please contact Shelby Duplessis at Bowman Consulting Group (623) 299-8981.

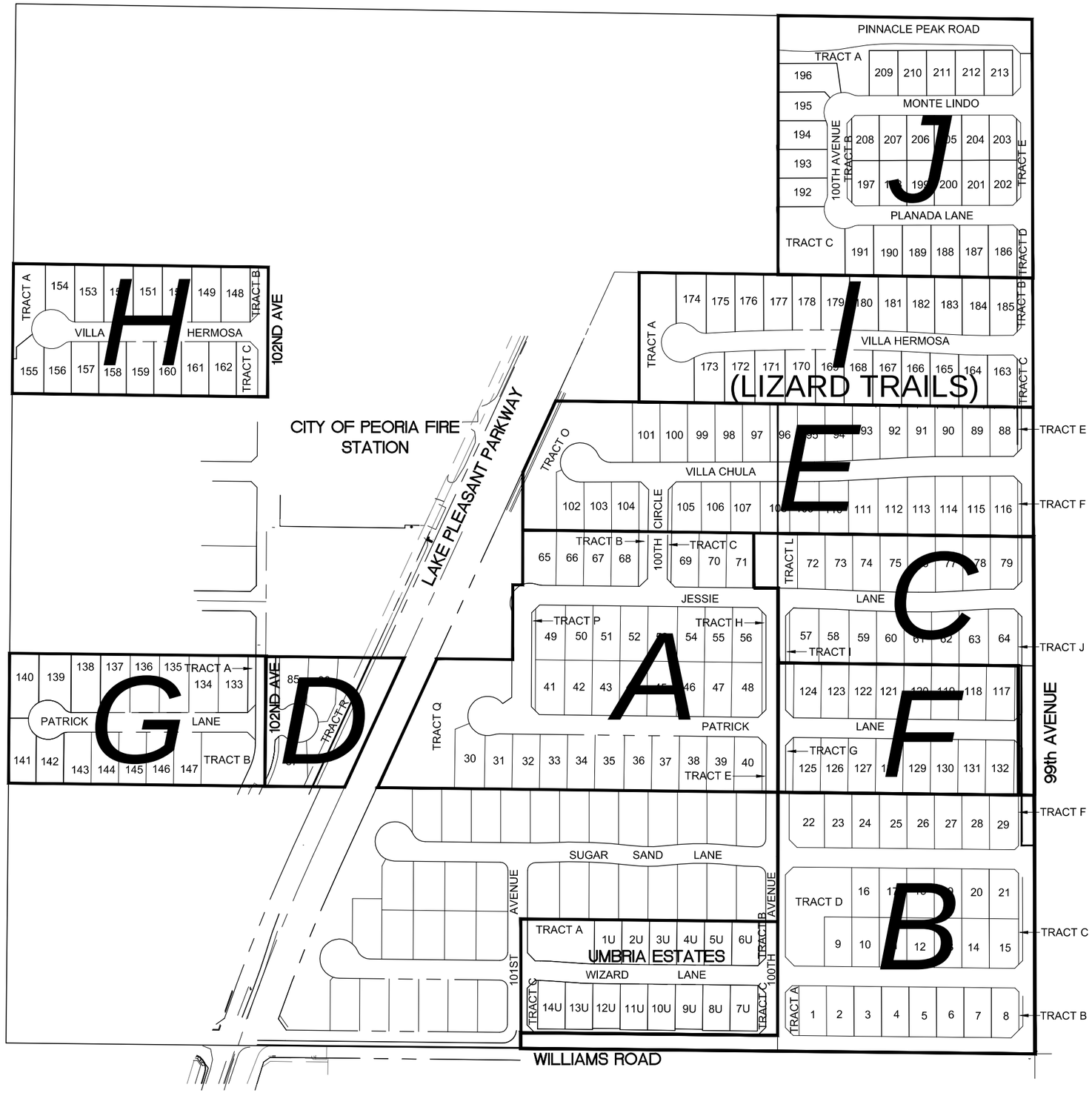
Attachment: Project site map (refer to Parcel J only)

Sincerely,

[redacted]

Shelby JM Duplessis, PE, LEED AP
Senior Project Manager

14100 N 83rd Avenue, Suite 250, Peoria, Arizona 85381
p: 480.629.8830 | f: 480.629.8841
www.bowmanconsulting.com



SUNSET RANCH II

PEORIA, ARIZONA

EXHIBIT 4 - PRELIMINARY DEVELOPMENT PLAN

Bowman CONSULTING
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com

JOB #	9620
DATE	09.04.14
SCALE	N.T.S.
DRAWN	CRS
SHT 1 OF 1	

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg 09/04/2014

3603 CAMPBELL LLC
PO BOX 28670,
SCOTTSDALE, AZ 85255
20010006F

ADAY KATIE/GARDEN DAVID
[redacted]
PEORIA, AZ 85383
20012928

AMROSE FRANCES TR
[redacted]
SUN CITY, AZ 85351
20108040B

ANDROSKY EMILY/NORGARD MATTHEW
[redacted],
PEORIA, AZ 85383
20012945

BLANKENSHIP ROBERT L/JENNA C
[redacted]
PEORIA, AZ 85383
20012941

BRAULT JASON/RATLIFF MELISSA
[redacted]
PEORIA, AZ 85383
20012926

CAMINO A LAGO LLC CP # 53-108549
7001 N SCOTTSDALE RD STE 1015,
SCOTTSDALE, AZ 85253
20009007B

CLARK MARK/MARIA J
[redacted]
PEORIA, AZ 85383
20012924

CUSHMAN EARLENE FRANCES
[redacted]
EUREKA, MT 59917
20116013M

DASCAL SAMUEL
[redacted],
PEORIA, AZ 85383
20012950

DAVIS BRENDA CHERYL
[redacted]
PEORIA, AZ 85383
20012943

ELKINS DARRELYN D/WOLFE JERRY B
[redacted],
PEORIA, AZ 85383
20012930

EMPIRE RESIDENTIAL COMMUNITIES FUND II LLC
6617 N SCOTTSDALE RD UNIT 101,
SCOTTSDALE, AZ 85250
20010013E

GERNAK BRIAN DAVID/JANELLE LYNN
[redacted]
GLENDALE, AZ 85308
20012940

GIBSON CHARLES MELVIN III/SHELBY
[redacted]
PEORIA, AZ 85383
20012948

GRIFFIN ADAM K/AUDRA L/ANTHONY K
[redacted],
PEORIA, AZ 85383
20012947

HEATH JAMES D
[redacted]E,
PEORIA, AZ 85383
20116013F

HENDERSON GARRY/NICHOLE M
[redacted],
PEORIA, AZ 85383
20012942

HERNANDEZ RICHARD N
[redacted]
PEORIA, AZ 85383
20012939

HOFFMAN AUTUMN J/MARK A
[redacted]
PEORIA, AZ 85383
20012931

HOFFMAN MICHAEL A/ERNESTINE E
[redacted]
PEORIA, AZ 85382
20116026G

JOHN C N CHAN FAMILY TRUST
[redacted]
PHOENIX, AZ 850230000
20108041F

K J WAY LLC
[redacted]
PEORIA, AZ 85382
20010036F

KIRTLAND CHRISTOPHER
[redacted]
PEORIA, AZ 85383
20012949

LA STRADA DEL PALAZZO LLC
P O BOX 10182,
GLENDALE, AZ 85318
20010006G

LINDSEY FREDERICK LEE/MARGARET ANN TR
[redacted]
PEORIA, AZ 853821171
20116026C

LORVIG BEVERLY LEE
[redacted]
PHOENIX, AZ 85020
20010013D

MANUEL CHARLES/MELINDA JILL
[redacted]
PEORIA, AZ 85382
20116026E

MARICOPA COUNTY OF H/W DEPT
[redacted]
PHOENIX, AZ 85009
20108041B

MAZE JASON/JENNIFER H
[redacted],
PEORIA, AZ 85383
20012932

MILES RICHARD/EMILY
[redacted]
PEORIA, AZ 85383
20012922

MILLINER TRAVIS E/HEIDI L
[redacted],
PEORIA, AZ 85383
20116013D

MILLS FAMILY TRUST
[redacted]
PEORIA, AZ 85383
20116013E

PACHECO ARMANDO/ANGELICA M
[redacted],
PEORIA, AZ 85383
20012927

PEORIA CITY OF
8401 W MONROE ST,
PEORIA, AZ 85345
20108041E

PRESBYTERY OF GRAND CANYON CORPORATION
4423 N 24TH ST SUITE 200,
PHOENIX, AZ 85016
20010023D

REDDY RAKESH R REDDY
[redacted]
PEORIA, AZ 85383
20012944

RISENHOOVER LEANN/EDDIE
[redacted]
PEORIA, AZ 85383
20012933

SAUNDERS MATTHEW S/PADILLA STEPHANIE
[redacted]
PEORIA, AZ 85383
20012946

SMILEY TREVOR D/COLLEEN M
[redacted]
PEORIA, AZ 85383
20012935

SUNRISE WATER CO
9098 W PINNACLE PEAK RD,
PEORIA, AZ 85383
20116013K

TASSINARI STEPHEN/SHERILEE
[redacted]
PEORIA, AZ 85383
20012923

WONG BYPASS TRUST/WONG SURVIVORS TRUST I
7550 N 16TH ST #5102,
PHOENIX, AZ 85020
20108052E

WOOD KRISTOPHER C
[redacted]
PEORIA, AZ 85383
20012929

WOODSIDE ENCORE AT SUNSET RANCH LLC
1811 S ALMA SCHOOL RD STE 190,
MESA, AZ 85210
20013605

JON EDWARDS
CITY OF PEORIA,8401 W MONROE ST
PEORIA, AZ 85345

RICK WILLIAMS
CITY OF PEORIA,9875 N. 85TH AVE
PEORIA, AZ 85345

Notice of Neighborhood Meeting

November 12, 2014

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The property is approximately 9.80 acres and located on the southwest corner of Pinnacle Peak Road and 99th Avenue. We are requesting a zoning change from General Agricultural (AG) to PAD. This request is accompanied by a Minor General Plan Amendment that is requesting an alteration of the land use from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3.0 du/ac). This will allow for twenty-eight new residential home lots with lot sizes ranging from 8,000 square feet up to 11,596 square feet with a maximum density of 2.86 dwelling units per acre.

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Attachment: Project site map (refer to Parcel J only)

Sincerely,

[redacted]

Shelby JM Duplessis, PE, LEED AP
Senior Project Manager

14100 N 83rd Avenue, Suite 250, Peoria, Arizona 85381
p: 480.629.8830 | f: 480.629.8841
www.bowmanconsulting.com

SUNSET RANCH II PARCEL J
Neighborhood Meeting Sign-In Sheet

Tuesday, December 2, 2014
Sunrise Mountain Library
21109 N 98th Ave., Peoria, Az 85382

NAME	ADDRESS	PHONE
Jim Heath	[redacted]	
Linda Fecke-Stadt		
Angelo Carmichael		

SUNSET RANCH II PARCEL J

NEIGHBORHOOD MEETING – December 2, 2014 6:00 pm

Present at meeting:

Shelby Duplessis – Bowman Consulting
Tracy Grewe-Bowman Consulting
Rick Williams – City of Peoria
Cody Gleason-City of Peoria
Mara Oda – Woodside Homes

3 residents attended

James Heath
Linra Fecke-Stoudt
Angela Carmitchel – Community Southwest

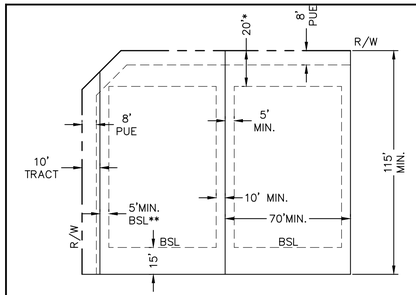
Concerns/Responses:

- What was going to be developed at intersection of 99th Avenue and Pinnacle Peak Road – for example a street light, dirt road to remain etc? - It was explained that there would be a stop sign put in at that intersection and 99th Ave would be paved.
- Concerns about the density of the new project. Two neighbors would prefer larger lot sizes along Pinnacle Peak Road. Mr. Heath and Ms. Fecke-Stoudt do not support the proposed project. - It was explained that each individual Sunset Ranch II parcel retained individual ownership and were brought in separately, although we did try relentlessly to assemble all at once. Therefore during the initial development of each parcel there was not enough acreage to implement a mix of larger and smaller lot transitions like on the Meadows . That said the overall density for the project proposed matches the surrounding areas especially with immediate contact with commercial existing and proposed to the west.
- Ms. Carmitchel asked about water and sewer extensions and where they would be located. She represents The Meadows. Shelby provided her a copy of the preliminary plat for her reference and explained that the 16" waterline would be extended up 99th Ave from its existing end to Pinnacle Peak Road and in Pinnacle Peak Road from the existing line in Lake Pleasant Parkway to 99th Avenue.

SUNSET RANCH II - PARCEL J
PRELIMINARY PLAT

99TH AVENUE AND PINNACLE PEAK ROAD
PEORIA, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



TYPICAL LOT DETAIL
NOT TO SCALE

*ALL FRONT YARD SETBACKS SHALL MEET THE REQUIREMENTS FOR R1-10 ACCORDING TO THE CITY OF PEORIA ZONING ORDINANCE

**CORNER LOT, STREET SIDE SETBACK = 10 FT MIN. IF A 10 FT TRACT IS SHOWN AS ABOVE, THE LOT SHALL BE CONSIDERED AN INTERIOR LOT, WITH MINIMUM SIDE SETBACK = 5 FT. (15 FT TOTAL)

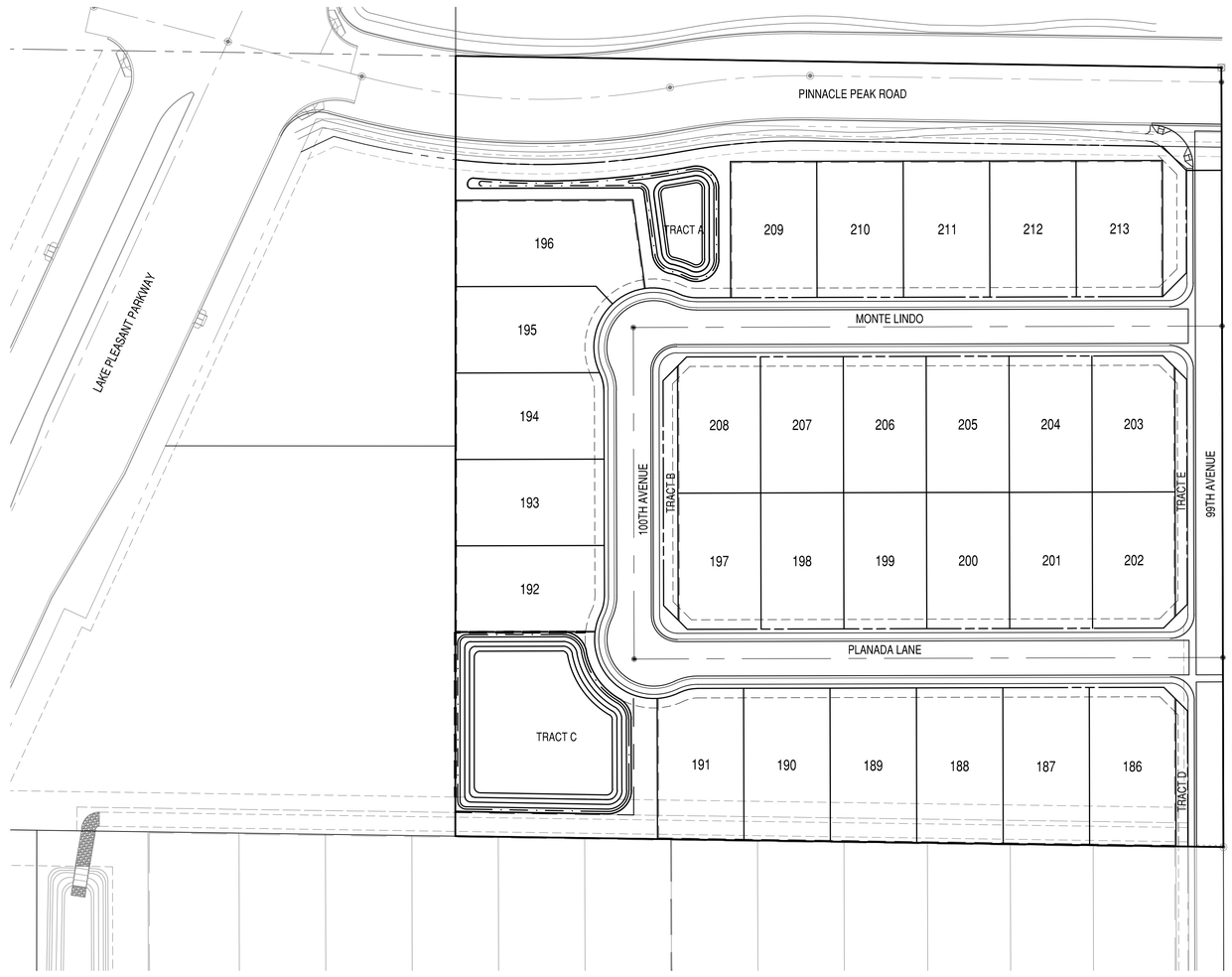
AVERAGE LOT AREA = 8,690 SF

DEVELOPMENT NOTES

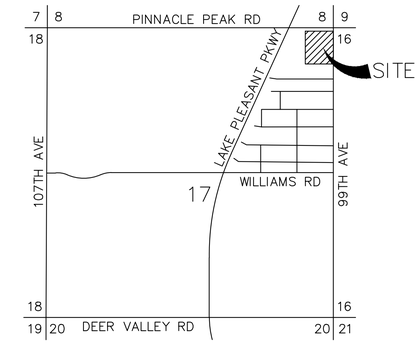
1. THE BOUNDARY AND TOPOGRAPHY SHOWN HEREON ARE BASED ON ALTA SURVEY PREPARED BY BOWMAN CONSULTING GROUP, 1295 WEST WASHINGTON STREET #108 TEMPE, AZ 85281, PHONE 480.629.8830.
2. ALL STREETS (ONSITE AND OFFSITE) ARE TO BE PUBLIC.
3. ALL SEWER AND WATER IMPROVEMENTS ARE TO BE PUBLIC
4. THE SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP PANELS 1235 OF 4425, DATED OCTOBER 16, 2013. A PORTION OF THIS MAP HAS BEEN INCLUDED IN A PRELIMINARY DRAINAGE REPORT PREPARED FOR THIS PROJECT BY BOWMAN CONSULTING.
5. THE PAVEMENT SECTIONS SHOWN HEREON ARE MINIMUM SECTIONS ONLY. THE SOILS ENGINEER SHALL CALCULATE THE REQUIRED PAVEMENT SECTIONS BASED ON SOIL TESTS TAKEN ON THE SUBGRADE. THE SOILS ENGINEER'S FINAL PAVEMENT SECTIONS SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
6. SUNSET J WILL BE ANNEXED INTO THE EXISTING SUNSET RANCH II HOMEOWNERS ASSOCIATION TO INCLUDE ALL PROPERTY OWNERS. THE ORIGINAL CC&RS FOR SUNSET RANCH II WILL BE AMENDED TO COVER SUNSET PARCEL J WHICH WILL BE RECORDED CONCURRENTLY WITH THE FINAL PLAT. THE HOMEOWNERS ASSOCIATION WILL BE DEEDED THE OPEN SPACE TRACTS AND SHALL BE RESPONSIBLE FOR ALL REQUIRED MAINTENANCE OF THE LANDSCAPE IMPROVEMENTS, DRAINAGE AND RETENTION IMPROVEMENTS WITHIN THESE TRACTS AS WELL AS THAT FOR ANY RECREATIONAL AMENITIES PROVIDED BY THE DEVELOPER.
7. THE SITE HAS BEEN CULTIVATED AS CROP AND/OR PASTURE LAND AND IRRIGATED FOR AGRICULTURAL PRODUCTION FOR MANY YEARS. WE DO NOT ANTICIPATE THAT ANY OF THE SITE VEGETATION WILL BE SALVAGED OR PROTECTED IN PLACE. NO PLANT INVENTORY, SALVAGE PLAN, PLANT NURSERY, OR OTHER SIMILAR OR RELATED FACILITIES ARE PROPOSED.
8. THE IMPROVEMENT PLANS FOR "SUNSET RANCH II" HAVE BEEN APPROVED AND THE FINAL PLAT HAS BEEN RECORDED. WE UNDERSTAND ALL IMPROVEMENTS ADJACENT TO PARCEL I OF SUNSET RANCH II HAVE BEEN COMPLETED PER THESE APPROVED PLANS.
9. ONSITE IMPROVEMENTS AS SHOWN HEREON SHALL INCLUDE RETENTION BASINS SUFFICIENT TO CONTAIN THE 100-YEAR, 2-HOUR RAINFALL EVENT. THE DEVELOPER SHALL PROVIDE THE CITY OF PEORIA DRAINAGE/RETENTION EASEMENTS OVER THESE BASINS TO ENSURE THAT THE CITY CAN MAINTAIN THESE FACILITIES SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROVIDE ADEQUATE MAINTENANCE.
10. ALL FINISHED FLOORS SHALL BE ADEQUATELY PROTECTED FROM THE 100-YEAR RAINFALL EVENT AS REQUIRED BY CITY AND COUNTY ORDINANCES.
11. ALL LIGHTING SHALL COMPLY WITH THE CITY'S LIGHTING ORDINANCE.
12. BASED ON THE EXTREMELY SMALL PEAK SEWER AND WATER FLOWS FOR THE SITE FOR AS SHOWN IN THE PROJECT DESIGN REPORTS (HEREBY MADE A PART OF THIS PRELIMINARY PLAT) IT IS NOT ANTICIPATED THAT THIS SITE ALONE WILL HAVE ANY MEANINGFUL IMPACT ON THE CITY'S INFRASTRUCTURE.

CITY OF PEORIA NOTES

I. ALL CUL-DE-SACS ARE 50' RADIUS.
2. LANDSCAPE AND WALL DETAILS ARE ON CONCEPTUAL LANDSCAPE PLAN.
3. ALL SIGHT VISIBILITY TRIANGLES PER PEORIA DETAIL PE-091 / 30 FT.
4. LANDSCAPE RETENTION TRACTS SHALL BE INSTALLED BY DEVELOPER AND MAINTAINED BY THE H.O.A. A MID WILL BE ESTABLISHED AND TAKE OVER MAINTENANCE IN THE EVENT THE H.O.A. FAILS.
5. DEVELOPMENT WITHIN THE PROJECT AREA SHALL CONFORM TO THE CITY OF PEORIA DESIGN REVIEW MANUAL.
6. FOR PUBLIC UTILITY EASEMENTS (PUE), PLEASE SEE TYPICAL LOT DETAIL ON THIS SHEET FOR TYPICAL LOCATIONS.



KEY MAP
N.T.S.



VICINTY MAP
N.T.S.

CIVIL ENGINEER
BOWMAN CONSULTING GROUP, LTD.
14100 NORTH 83RD AVENUE
SUITE 250
PEORIA, ARIZONA 85381
PHONE: 602.679.4438
CONTACT: SHELBY DUPLESSIS

OWNER/DEVELOPER
WOODSIDE ENCORE AT SUNSET RANCH, LLC
1811 SOUTH ALMA SCHOOL ROAD
SUITE 190
MESA, ARIZONA 85210
PHONE: 480.755.0801
CONTACT: HEATHER DAVENPORT

BENCHMARK
GDACS POINT 47554-1
THE NORTHWEST CORNER OF SECTION 17, T4N, R1E
MARICOPA COUNTY ENGINEERING DEPARTMENT BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF PINNACLE PEAK ROAD AND 99TH AVENUE
ELEVATION = 1313.05 (NAVD88 DATUM, CITY OF PEORIA DATA)
EQUATION = PLAN TO NAVD88 = ELEV + 1.99'

BASIS OF BEARING
BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID BEARING BEING:

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

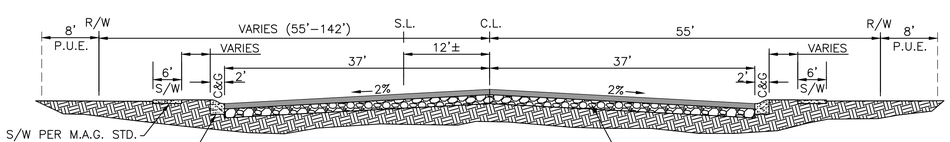
ZONING
EXISTING: AG
PROPOSED: R1-8

SHEET INDEX

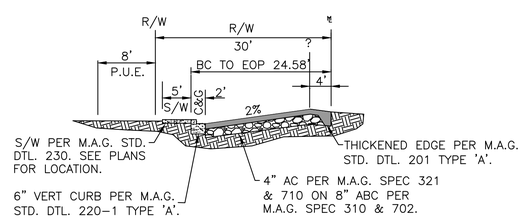
PP01 PRELIMINARY PLAT COVER SHEET
PP02 PRELIMINARY PLAT

SITE DATA		
GROSS AREA	426,670.80 SF	9.80 AC
NET AREA	378,151.10 SF	8.68 AC
LOT SUMMARY		
LOT TOTAL	28	
TOTAL LOT AREA	243,329.29 SF	5.59 AC
AVG. LOT AREA	8,690.33 SF	0.20 AC
MIN. LOT AREA	8,000.00 SF	0.18 AC
MAX LOT AREA	11,596.24 SF	0.27 AC
LOT %	57.03%	
PROPOSED DENSITY	2.86 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	54,625.34 SF	1.25 AC
OPEN SPACE %	12.80%	
RIGHT-OF-WAY SUMMARY		
RIGHT-OF-WAY AREA	128,716.17 SF	2.95 AC
RIGHT-OF-WAY %	30.17%	
RIGHT-OF-WAY LOCAL AREA	80,196.47 SF	1.84 AC
RIGHT-OF-WAY OFFSITE AREA	48,519.70 SF	1.11 AC

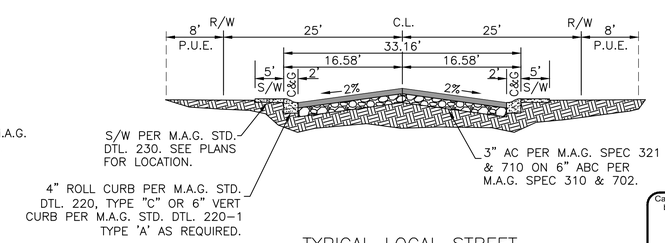
LEGEND
- CENTER LINE
- RIGHT-OF-WAY
- PUE
- SEWER MANHOLE
- FIRE HYDRANT
- DRAINAGE FLOW
- 1291 EXISTING CONTOUR



PINNACLE PEAK ROAD
LOOKING EAST
N.T.S.



99TH AVE
LOOKING NORTH
N.T.S.



TYPICAL LOCAL STREET
N.T.S.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT COVER SHEET
SUNSET RANCH II - PARCEL J
PEORIA, ARIZONA
MARICOPA COUNTY

PROJECT NUMBER
[redacted]

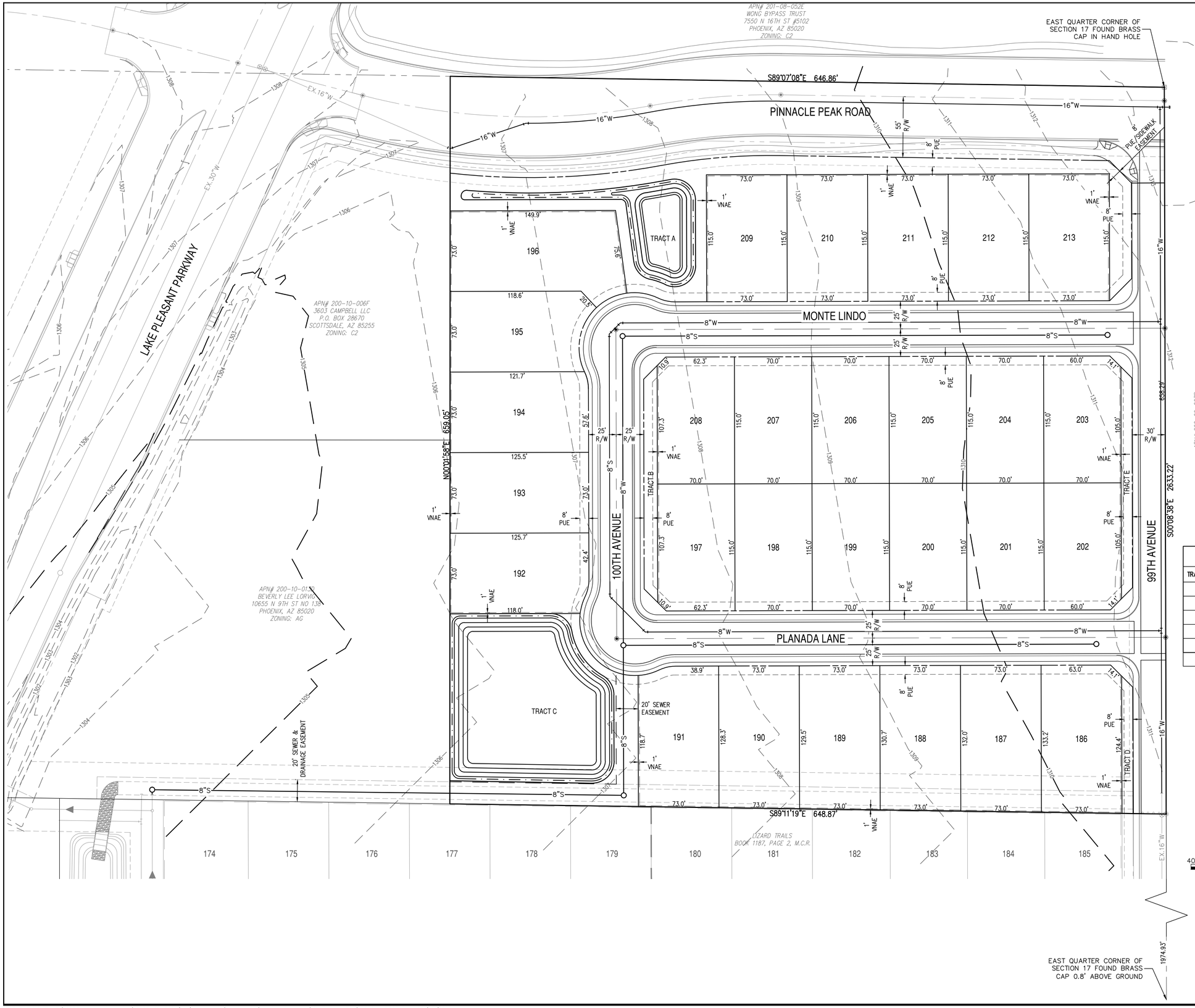
PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: N.T.S. V: N.T.S.	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

SHEET 01 OF 02

PP01

CAD FILE NAME: P:\9620 - sunset ranch ii\9620-01-009 (eng) - parcel j\engineering\engineering plans\Preliminary Plat\9620 - PP01.dwg 09/09/2014



LOT AREA		
LOT #	AREA (S.F.)	AREA (AC)
186	9714.53	0.223
187	9675.69	0.222
188	9586.86	0.220
189	9498.02	0.218
190	9409.19	0.216
191	9178.63	0.211
192	9075.42	0.208
193	9171.54	0.211
194	9137.45	0.210
195	8870.50	0.204
196	11596.24	0.266
197	8020.11	0.184
198	8050.00	0.185
199	8050.00	0.185
200	8050.00	0.185
201	8050.00	0.185
202	8000.00	0.184
203	8000.00	0.184
204	8050.00	0.185
205	8050.00	0.185
206	8050.00	0.185
207	8050.00	0.185
208	8020.11	0.184
209	8395.00	0.193
210	8395.00	0.193
211	8395.00	0.193
212	8395.00	0.193
213	8395.00	0.193
TOTAL	243,329.29	5.590

TRACT AREA			
TRACT ID	TRACT USE	AREA (S.F.)	AREA (AC)
A	LANSCAPING, OPEN SPACE, PUE, RETENTION	21778.45	0.500
B	LANSCAPING, OPEN SPACE, PUE	2481.37	0.057
C	LANSCAPING, OPEN SPACE, PUE, RETENTION	27170.81	0.624
D	LANSCAPING, OPEN SPACE, PUE	1194.71	0.027
E	LANSCAPING, OPEN SPACE, PUE	2000.00	0.046
	TOTAL	54,625.34	1.254

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING

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4140 North Scottsdale Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com
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PRELIMINARY PLAT

SUNSET RANCH II - PARCEL J

PEORIA, ARIZONA

MARICOPA COUNTY

PROJECT NUMBER

[redacted]

PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: 1" = 40' V: 1" = 40'	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

PP02

SHEET 02 OF 02

CAD FILE NAME: P:\9620 - sunset ranch ii\9620-01-009 (eng) - parcel j\engineering\engineering plans\Preliminary Plat\9620 - PP02.dwg 09/09/2014

EXHIBIT 3

Draft Resolution

RESOLUTION NO. 2015-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding amendment number GPA14-0005, on January 15, 2015; and

WHEREAS, after such public hearing and consideration of GPA14-0005, the Peoria Planning and Zoning Commission recommended adoption of GPA14-0005 on January 15, 2015, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said case number GPA14-0005 was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of February 17, 2015; and

WHEREAS, after due and proper consideration of such GPA 14-0005, the Mayor and Council of the City of Peoria, Arizona have found that GPA 14-0005 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

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

Section 1. Amendment to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA14-0005, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibits A1-A2.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall

not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 17th day of February, 2015.

_____
Cathy Carlat, Mayor

Date Signed_____

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT A1

LEGAL DESCRIPTION
Sunset Ranch II Parcel J

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THAT PORTION DEDICATED AS PUBLIC ROADWAY IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17, BEING A CITY OF PEORIA BRASS CAP FLUSH, BEARS SOUTH 00°08’38” EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°08’38” EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 55.01 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08’38” EAST, ALONG SAID EAST LINE, A DISTANCE OF 603.28 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11’11” WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QU_ARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01’51” EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 586.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PINNACLE PEAK ROAD, AS DESCRIBED IN SAID DOCUMENT NO. 2003-0873800, SAID POINT BEING THE BEGINNING OF A NON- TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY

AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°23’42” EAST, A RADIAL DISTANCE OF 640.00 FEET;

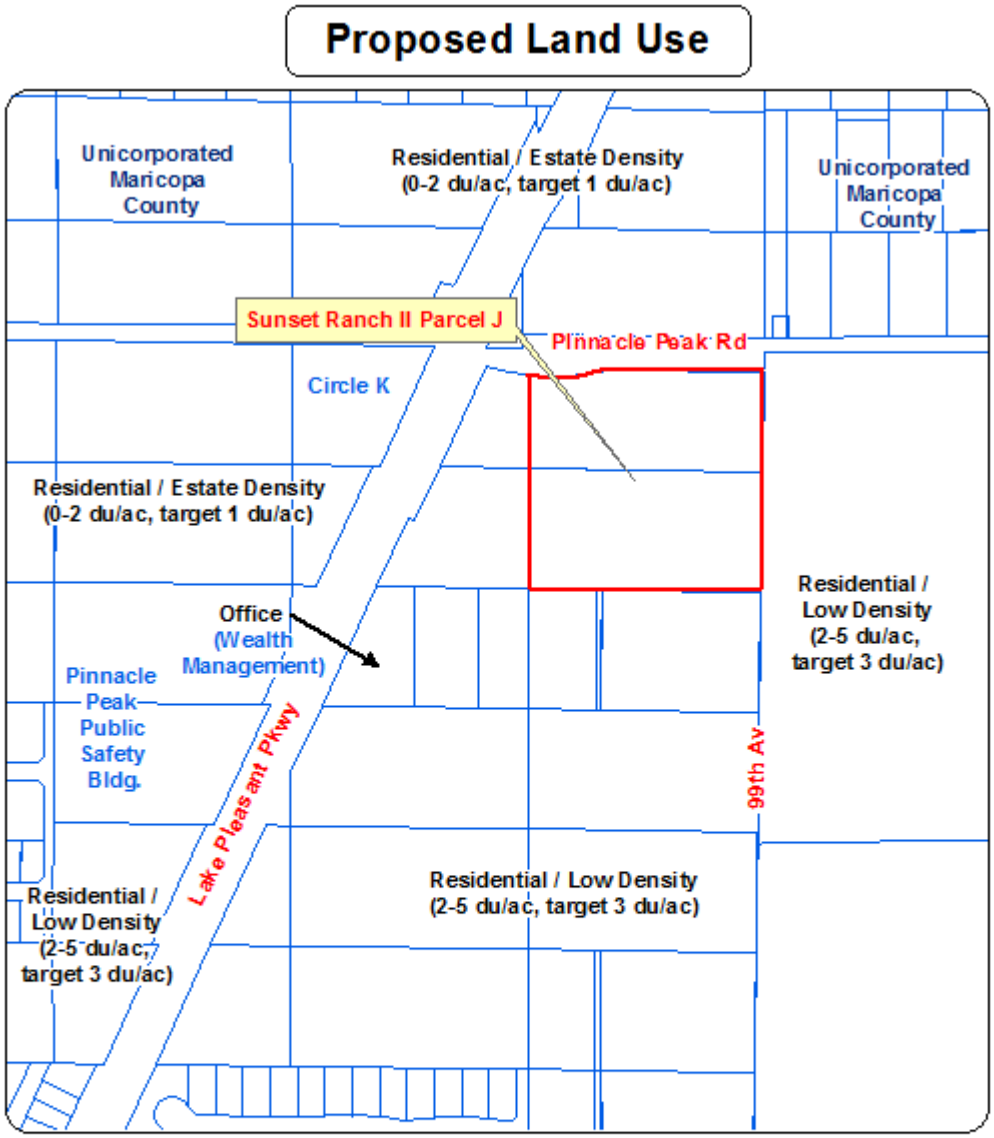
THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 16°48’23”, AN ARC DISTANCE OF 187.73 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 79°35’14” EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 41.48 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07’08” EAST, ALONG SAID PARALLEL LINE AND RIGHT-OF-WAY, A DISTANCE OF 419.27 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 387,652 SQUARE FEET OR 8.8993 ACRES, MORE OR LESS.

EXHIBIT A2



GPA14-0005: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Minor amendment to the General Plan Land Use Map for 9.8 acres of land from Estate Residential to Low Density Residential.

Location: SWC of 99th Avenue and Pinnacle Peak Road

Exhibit A2

N

Not to Scale

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C

Date Prepared: January 22, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Case Z14-0009 Sunset Ranch II Parcel J Rezoning

Purpose:

This is a request for City Council to adopt an Ordinance Rezoning approximately 9.8 acres of land from its current zoning district of General Agricultural (AG) to the Sunset Ranch Parcel J Planned Area Development (PAD) in order to facilitate the development of up to 28 single-family residential lots. This Rezone accompanies a Minor General Plan Amendment request, (Case GPA14-0005).

Background/Summary:

The applicant is requesting to Rezone an undeveloped site comprising approximately 9.8 acres of land located at the southwest corner of Pinnacle Peak Road and the 99th Avenue alignment from General Agricultural (AG) to a Planned Area Development (PAD). If approved, the Rezone would facilitate the development of the parcel into 28 detached single-family residential lots. The proposal lies within the vicinity of the Lake Pleasant Parkway commercial corridor.

The PAD zoning proposes development standards very similar to the R1-8 zoning district, with lot sizes no smaller than 8,000 square feet in area with lot widths and depths to be 70 feet and 115 feet, respectively. Through the accompanying Preliminary Plat application (P14-0007), the minimum lot size of this proposal is depicted to be 8,000 square feet, with a maximum proposed lot size of 10,936 square feet and an average lot size of 8,690 square feet. All lots would meet the minimum prescribed widths and depths. Open space and landscaping amenities are provided in conformance to, and in excess of, the Zoning Ordinance and the Design Review Manual requirements.

Projects with a minimum lot size of less than 10,000 square feet require 9% minimum useable open space. The Preliminary Plat provides 10.2% including adjacent pathways with bench seating, and a turfed play area.

<u>General Plan Discussion</u>

There is a concurrent request for a General Plan Amendment (GPA14-0005) to change the General Plan Land Use designation from Estate Density Residential (0-2 du/ac, Target: 1 du/ac) to Low Density Residential (2-5 du/ac, target 3.0 du/ac). The Low Density Residential land use designation denotes areas where detached, moderate-sized, single-family residential lots are desirable. The proposed density is 2.95 du/ac, in line with the target density for this land use designation. The development standards for the proposed PAD are comparable to the R1-8 zoning district, a correlative Zoning district to the Low Density Residential land use designation. The request will be in conformance with the General Plan as proposed.

As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting (Exhibit E). The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on December 2, 2014 at the City of Peoria Sunrise Mountain Library at 6:00 pm. Two Maricopa County residents (husband and wife) who live on a one acre lot north and west of the proposed development attended the meeting. One City staff member attended as well. The county residents expressed concern with regards to the average lot sizes proposed in the submittal and stated that smaller lots would impact the value of their homes. The applicant stated that the lot sizes were consistent with the surrounding area and provided a transition from commercially zoned properties along Lake Pleasant Parkway. No formal correspondence or emails were received by staff in support or opposition to this proposal.

It is staff's assessment that the proposed rezoning is appropriate for these parcels, and is compatible with Sunset Ranch II to the south (planned for 10,000 square foot lots) and the area immediately adjacent to The Meadows to the east (planned for 7,000 square foot lots). The project is contextual and provides for continued, logical development along 99th Avenue and Pinnacle Peak Road. The open space at the northwest end of the property provides a pedestrian connection to the multi-use trail on the south side of Pinnacle Peak Road as well as an area for passive and active recreation. The project has been designed to maintain consistency with nearby residential properties.

Previous Actions:

This amendment has been subject to the City's Rezoning process according to Section 14-39-8 of the Peoria Zoning Ordinance. A public hearing was held for this item at the January 15, 2015 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **6-0** vote.

A public hearing was also held at the same meeting for the related Minor General Plan Amendment application (GPA14-0005) for the Sunset Ranch II Parcel J development.

Options:

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

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's January 15, 2015 unanimous recommendation to approve Case Z14-0009 for the Sunset Ranch Parcel J Planned Area Development (PAD), subject to Conditions 1-16 as contained in the attached Ordinance.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

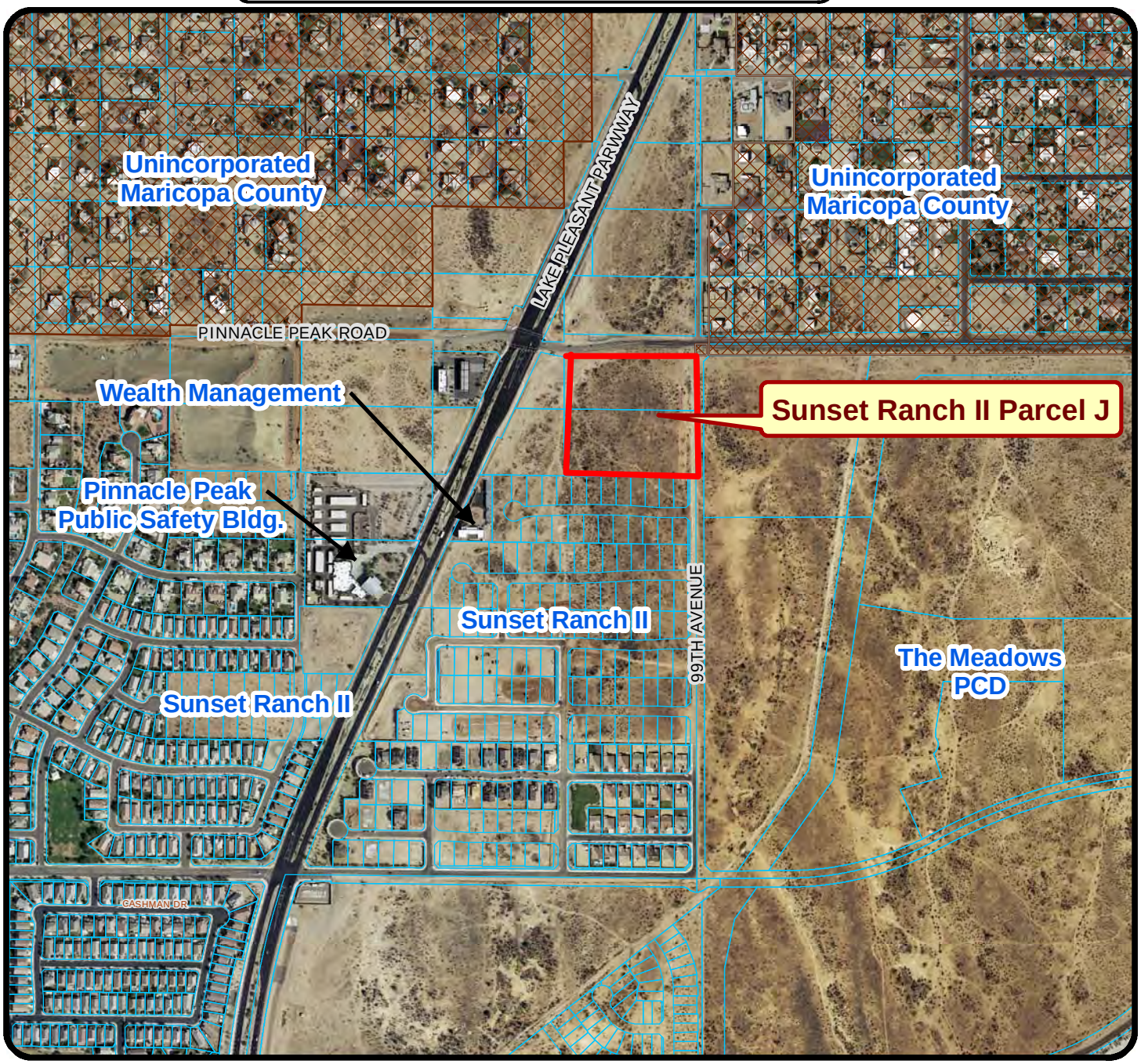
If the City Council takes action to approve this case, staff can approve the Preliminary Plat associated with this application (P14-0007).

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: January 15, 2015 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Ordinance

Contact Name and Number: Rick Williams, Planner, x7565

Vicinity Map



Z14-0009: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Rezone 9.8 acres of land from Agricultural (AG) to Planned Area Development (PAD) for the development of 28 single-family residential lots.

Location: SWC of 99th Avenue and Pinnacle Peak Road

Exhibit 1

N

Not to Scale

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z14-0009

DATE: January 15, 2015

AGENDA ITEM: 7R

Applicant: Bowman Consulting, Inc.

Request: Rezone approximately 9.8 acres from General Agricultural (AG) Zoning District to a residential Planned Area Development (PAD).

Proposed Development: Sunset Ranch II Parcel J: A detached single-family residential development consisting of up to 28 units on 9.8 acres.

Location: The property is located on the southwest corner of 99th Avenue and Pinnacle Peak Road

Site Acreage 9.8 acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal.

Recommendation: Recommend **approval** of case Z14-0009 to the City Council, subject to conditions.

AREA CONTEXT

Table 1: *Existing Land Use, General Plan Designation, Current Zoning. (Exhibits A-C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Estate Density Residential**	**AG, General Agriculture**
North	Vacant, undeveloped land	Estate Density Residential	Intermediate Commercial (C-2)
South	Vacant, platted, single family residential	Low Density Residential (2-5 du/ac)	Sunset Ranch II (PAD), Lizard Trails
West	Vacant, undeveloped land	Low Density Residential (2-5 du/ac)	Intermediate Commercial (C-2) and General Agricultural (AG)
East	Vacant, undeveloped land	Low Density Residential (2-5 du/ac)	Planned Area Development (PAD), R1-7 and R1-24 Single Family Residential

LAND USE BACKGROUND

Annexation Ordinance 81-53

1. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as General Agriculture (AG) Zoning.

PROJECT DESCRIPTION

Site and Project Details

2. The project site is a 9.8 acre undeveloped parcel located south of Pinnacle Peak Road and west of the 99th Avenue alignment. The site is bounded on the south by the Sunset Ranch II single family development, on the west by two vacant undeveloped parcels zoned Intermediate Commercial (C-2) and General Agricultural (AG), and on the north by Pinnacle Peak Road and then a vacant parcel zoned Intermediate Commercial (C-2) (Exhibit A).

3. This request is to rezone the property from AG to the Planned Area Development (PAD) Zoning District in order to allow for a 28-lot, single family subdivision (Exhibit D). Vehicular ingress/egress for the site will be via Pinnacle Peak Road and 99th Avenue. The developer will be required to provide half-street improvements along the project's frontage on both roadways. Through the accompanying Preliminary Plat (application P14-0007), the minimum lot size is depicted to be 8,000 square feet and the maximum proposed lot size is 11,596 square feet. The average lot size is 8,690 square feet. The density is proposed at 2.95 du/acre, which is within the range of the proposed Low Density Residential land use designation (GPA14-0005).

4. The City's Design Review Manual prescribes, among other elements, a minimum required open space for residential developments. For projects with minimum lot size less than 10,000 square feet in size, at least 9% of the gross project area is to be usable open space. Approximately 1 acre (43,505 square feet) of the 9.8 acre site will be maintained as useable open space (10.2%).

5. The Sunset Ranch PAD Standards and Guidelines Report provides specific development standards that are similar to the R1-8 development standards. A comparison of R1-8 and the proposed development standards is shown in the table that follows:

Development Standards	R1-8 Development Standards	Sunset Ranch Parcel J Development Standards
Min. Lot Area	8,000 sf	8,690 sf
Min. Lot Width	70’	70
Min. Lot Depth	100’	115’
Min. Front Setback	20’* **	* ** • 18’ to living and 20’ to face of garage from back of sidewalk to front face of garage door. • 20’ front setback may be decreased to 10’ at cul-de-sac and knuckle lots.
Min. Rear Setback	15’	15’
Min. Side Setback (min/total ft)	5/15’	5/15’
Max. Building Height	30’	30’
Max. Percentage Lot Coverage	45%	45%

* 10’ to side entry garage. Not more than 60% of the total front-facing elevation shall occur at the 10-foot setback.
** Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more 60% of the total front-facing elevation occurs at the 10-foot setback.

DISCUSSION AND ANALYSIS

Conformance with the General Plan

6. The rezoning request does not currently conform to the existing General Plan Land Use designation of Estate Density Residential (0-2 du/ac). Therefore, applicant filed a Minor General Plan Amendment request (Case GPA14-0005) that is being processed simultaneously with this request. In the aforementioned case, staff provided an analysis of the request (please refer to Staff Report). Staff is recommending that the Planning & Zoning Commission issue a recommendation of approval to the Peoria City Council to modify the land use designation of Estate Density Residential to Low Density Residential on the basis of the findings identified below:

   - The amendment constitutes an overall improvement to the City’s General Plan; and
   - The proposal provides for a land use category that will allow for a development of compatible scale and intensity as the adjacent residential areas; and
   - That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
   - The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
   - That the amendment will not adversely impact the community as a whole or a portion of the community by:
     i. Significantly altering acceptable existing land use patterns,

ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
iii. Adversely impacting existing uses because of increased traffic on existing systems, or
iv. Affecting the livability of the area or the health and safety of the residents.

7. It is staff's assessment that the proposed amendment provides for a logical progression of the Low Density Residential land use category in this area. It is compatible with Sunset Ranch II to the south (planned for 10,000 square foot lots), and the area immediately adjacent to The Meadows to the east (planned for 7,000 square foot lots). Lastly, the proposed Low Density Residential designation will support the continuation of well developed, compatible, single-family residential neighborhoods in this area.

8. The project provides a density of 2.95 du/acre with 1.25 acres of open space (usable/retention and landscape). This density falls within the range, and meets the target density of 3 du/ac. The open space at the northwest and southwest corners of the property provides an area for passive and active recreation. The neighborhood is described as a place with shaded pedestrian access to the multi-use trail along Pinnacle Peak Road, neighborhood amenities, and it maintains the character of the area.

9. The project meets the intent of the General Plan, and staff supports the proposed single family residential Planned Area Development (PAD) Zoning designation for this site.

Public Participation Plan

10. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting (Exhibit E). The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on December 2, 2014 at the City of Peoria Sunrise Mountain Library at 6:00 pm. Two Maricopa County residents (husband and wife) who live on a one acre lot north and west of the proposed development attended the meeting. One City staff member attended as well. The county residents expressed concern with regards to the average lot sizes proposed in the submittal and stated that smaller lots would impact the value of their homes. The applicant stated that the lot sizes were consistent with the surrounding area and provided a transition from commercially zoned properties along Lake Pleasant Parkway.

City Review

11. As previously discussed, this request has been reviewed and commented on through the City's standard rezoning application review process. Recommended conditions of approval have been provided by the Planning, Site Development / Engineering, and Fire Safety Division as provided in the *Conditions of Approval* portion this report.

Public Notice

12. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning.

Proposition 207

13. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

14. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan; and
- This rezoning request is consistent with the General Plan Low Density Residential (2-5 du/ac, target of 3 du/ac) land use designation; and
- This rezoning request will result in a residential development that is compatible with the existing adjacent neighborhood(s).

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Case Z14-0009 subject to the following conditions:

1. The development shall substantially conform to the "Sunset Ranch Parcel J PAD" Narrative dated November 10, 2014 and Conceptual Plans (Preliminary Plat) dated September, 2014.

2. The development shall be limited to 28 units.

3. The Developer shall provide an ALTA Survey reflecting existing boundary and recorded easements on the site with the Civil Improvement Plans.

4. A Final Drainage Report must be submitted with the improvement plans.
    - Note that the City of Peoria has adopted the Maricopa County Uniform Drainage Design Standards, Policies and Procedures and Drainage

Design Manual for Maricopa County for drainage criteria. Retention must be provided for the 100-year, 2-hour storm.

- Provide a drainage report addressing onsite & offsite flows. The drainage report shall take into effect the adjacent drainage ways.
- If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
- On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves. The volume shall be calculated based on the gross square footage of the site (including half-street areas). A drainage easement shall be recorded over each retention/detention area within the project for both "public" and "private" basins.

5. The developer shall construct a 16" waterline in 99th Avenue and Pinnacle Peak Road.

6. The Developer shall dedicate 55' ROW (measured from the roadway centerline) along Pinnacle Peak Road along the frontage of the project.

7. The Developer shall dedicate 30' ROW along the 99th Avenue frontage of the project.

8. All local streets within this project shall be a minimum 50' of ROW.

9. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE.

10. The Developer shall construct the half-street for 99th Avenue along the frontage of the project.

11. The Developer shall construct the half-street for Pinnacle Peak Road along the frontage of the project, including pavement, curb, gutter, 8' sidewalk, 4' stabilized dg trail (this trail may overlap the PUE), and streetlights. If this project should develop before the City's intersection improvement project, a pavement taper and a storm drain at the eastern end of the site will be required.

12. If this project develops prior to the east side of 99th Avenue, a flare-out will be necessary at the intersection to accommodate turning vehicles.

13. If this project develops prior to the City's intersection improvements, the Developer shall construct a 5' temporary sidewalk from the western limit of this site to the sidewalk ramp at the intersection of Pinnacle Peak/Lake Pleasant parkway.

14. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.

15. There are existing patent easements on the west and south sides of the development that must be abandoned in order to develop as shown. Prior to the City signing off on abandoning these patent easements and approving the final plat, the developer must obtain written statements from all of the utility companies in the vicinity, stating that they have no existing or planned facilities in the easements.

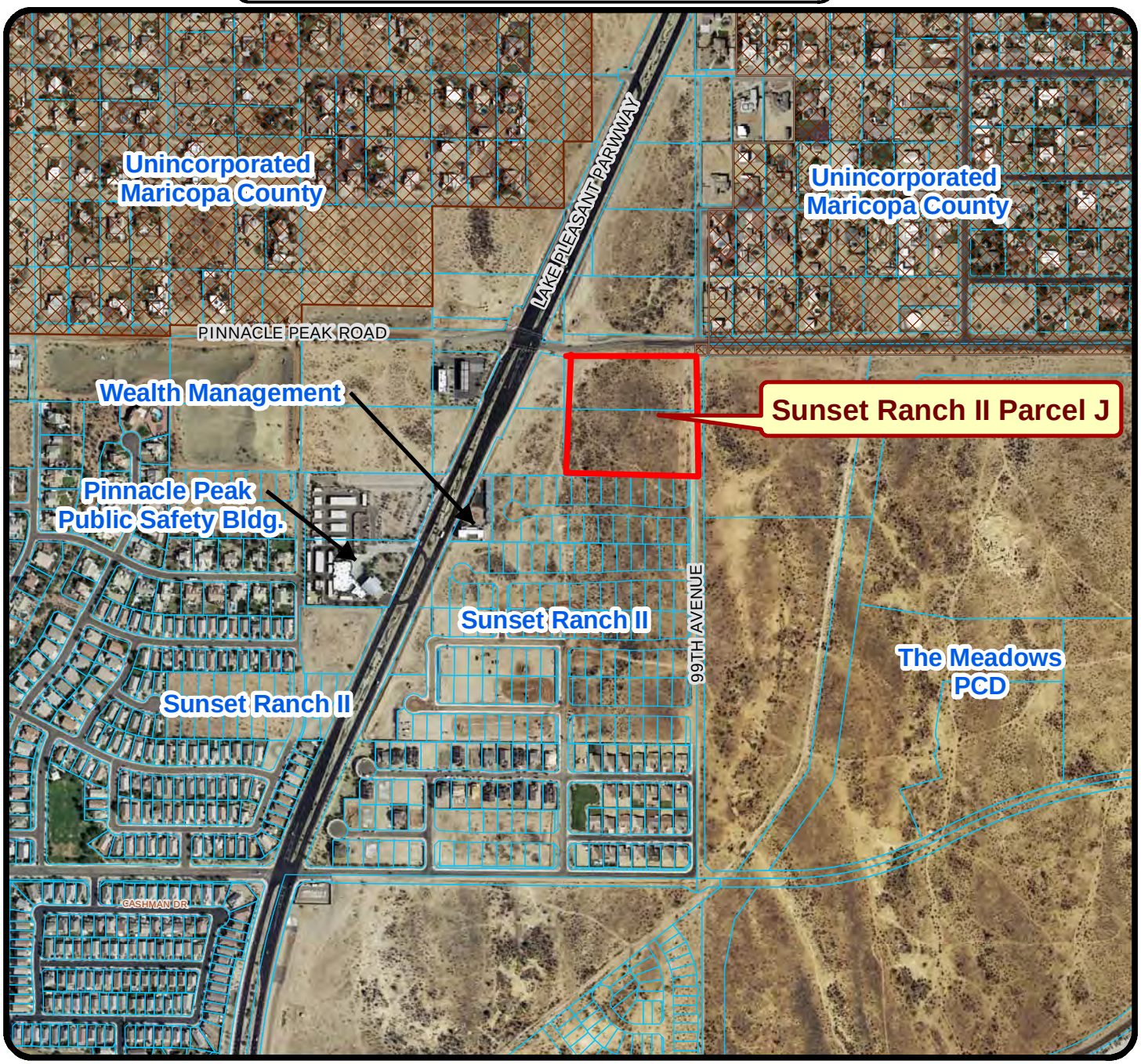
16. A 20' offsite sewer easement and a drainage easement are necessary across parcel 200-10-013D. It is the developer's responsibility to obtain these easements. These easements must be recorded prior to recordation of the Final Plat for this project.

ATTACHMENTS:

Exhibit A	Vicinity/Location Map
Exhibit B	Zoning Map
Exhibit C	General Plan Land Use Map
Exhibit D	PAD Standards and Guidelines Report
Exhibit E	Citizen Participation Report
Exhibit F	Sunset Ranch II Parcel J Proposed Preliminary Plat

Prepared by: Rick Williams
Planner

Vicinity Map



Z14-0009: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Rezone 9.8 acres of land from Agricultural (AG) to Planned Area Development (PAD) for the development of 28 single-family residential lots.

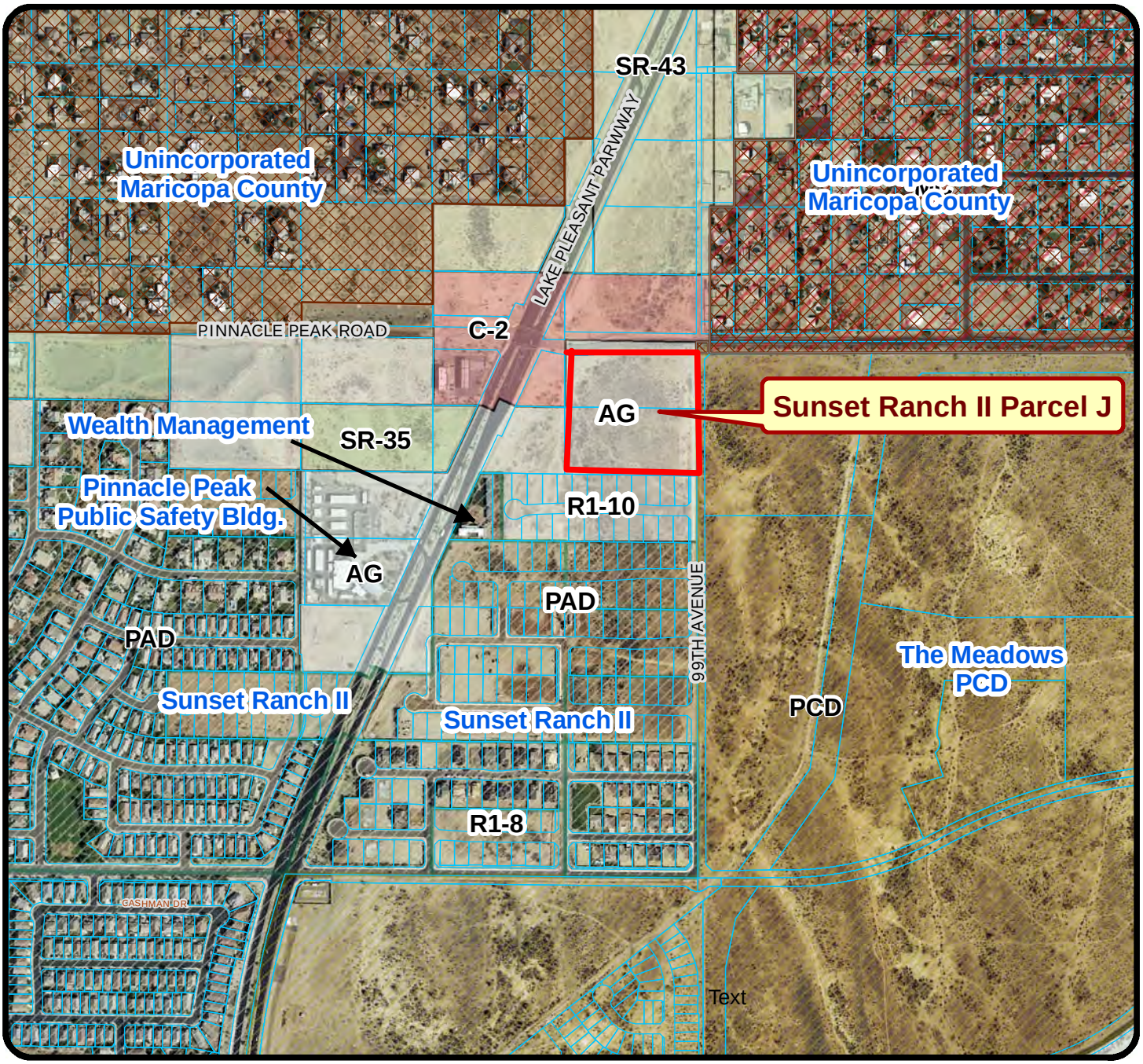
Location: SWC of 99th Avenue and Pinnacle Peak Road

Exhibit A

N

Not to Scale

Zoning Map



Z14-0009: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Rezone 9.8 acres of land from Agricultural (AG) to Planned Area Development (PAD) for the development of 28 single-family residential lots.

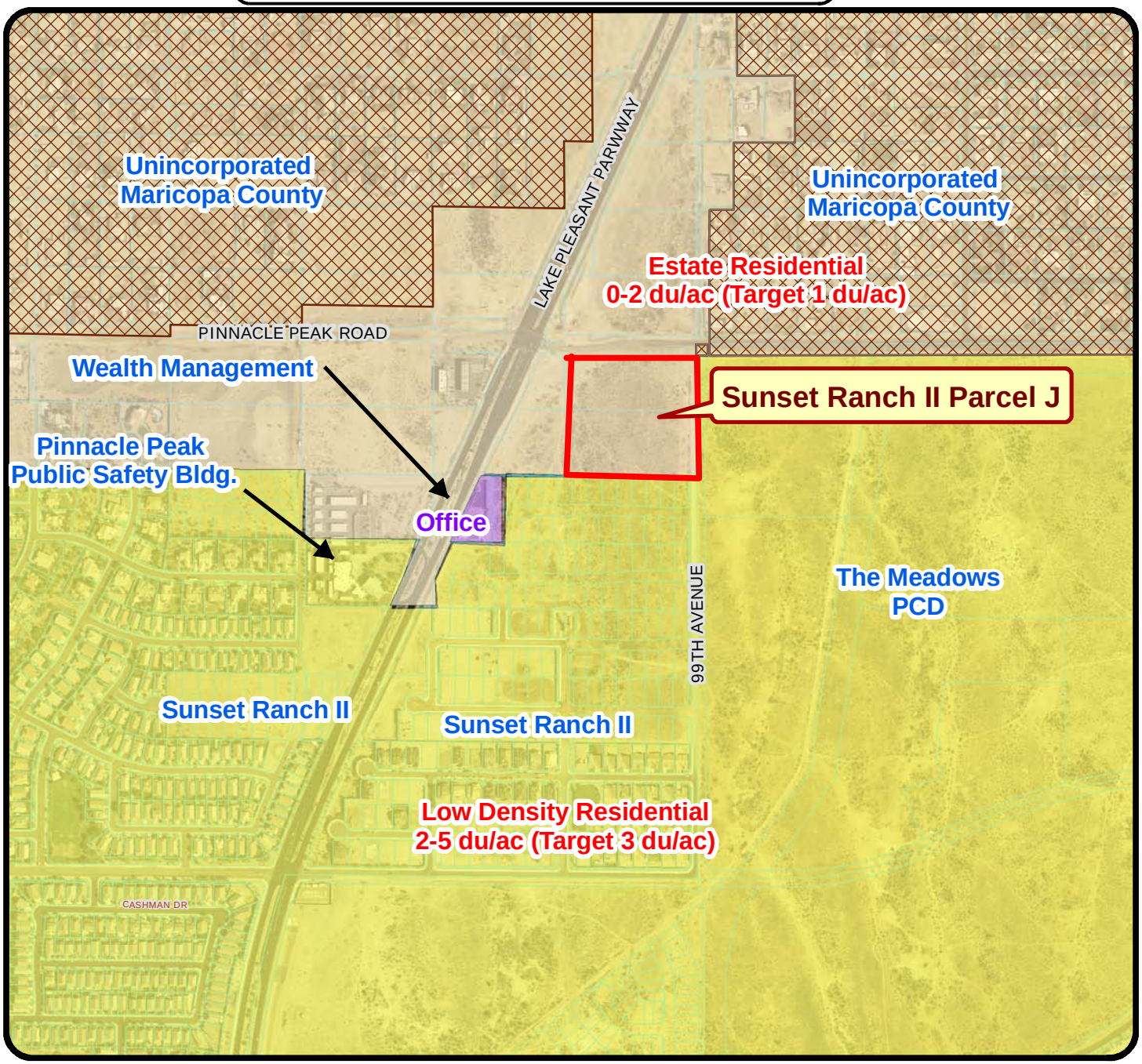
Location: SWC of 99th Avenue and Pinnacle Peak Road

Exhibit B

N

Not to Scale

General Plan Land Use



Z14-0009: Sunset Ranch II Parcel J

Applicant: Bowman Consulting

Request: Rezone 9.8 acres of land from Agricultural (AG) to Planned Area Development (PAD) for the development of 28 single-family residential lots.

Location: SWC of 99th Avenue and Pinnacle Peak Road

Exhibit C

N

Not to Scale

SUNSET RANCH II Parcel J
PLANNED AREA DEVELOPMENT (P.A.D.)

Z14-0009

STANDARDS AND GUIDELINE REPORT

SWC of Pinnacle Peak Road and 99th Avenue
Peoria, Arizona

9.8 ± Acres
28 lots

Submitted by:

Woodside Encore at Sunset Ranch, LLC
1811 South Alma School Road
Suite 190
Mesa, Arizona 85210
P: 480.755.0801
F: 480.755.0802

Z14-0009-November 10, 2014

TABLE OF CONTENTS

I. INTRODUCTION 3
II. CONSISTENCY WITH GENERAL PLAN 5
III. GENERAL SITE INFORMATION AND EXISITING CONDITIONS 5
IV. SURROUNDING LAND USES AND CONDITIONS 6
V. PRELIMINARY DEVELOPMENT PLAN 7
VI. LAND USE SUMMARY 7
VII. PROJECT DEVELOPMENT AND PHASING STANDARDS 7
VIII. CONCEPTUAL LANDSCAPE PLAN/ STANDARDS 9
IX. INFRASTRUCTURE/ UTILITIES 10

EXHIBITS

Vicinity Map…… Exhibit 1
Aerial Map …… Exhibit 2
Preliminary Development Plan…… Exhibit 3A
Sunset Ranch II Development Data Table…… Exhibit 3B
Existing Land Use Map…… Exhibit 4
Proposed Land Use Map…… Exhibit 5
Existing Zoning Map…… Exhibit 6
Proposed Zoning Map…… Exhibit 7
School District Contact Coordination …… Exhibit 8
Context Plan and Site Photos…… Exhibit 9
Preliminary Plat…… Exhibit 10
A.L.T.A. Survey and Legal Description…… Exhibit 11
Conceptual Landscape Plan/Standards & Wall Details……..... Exhibit 12

I. INTRODUCTION

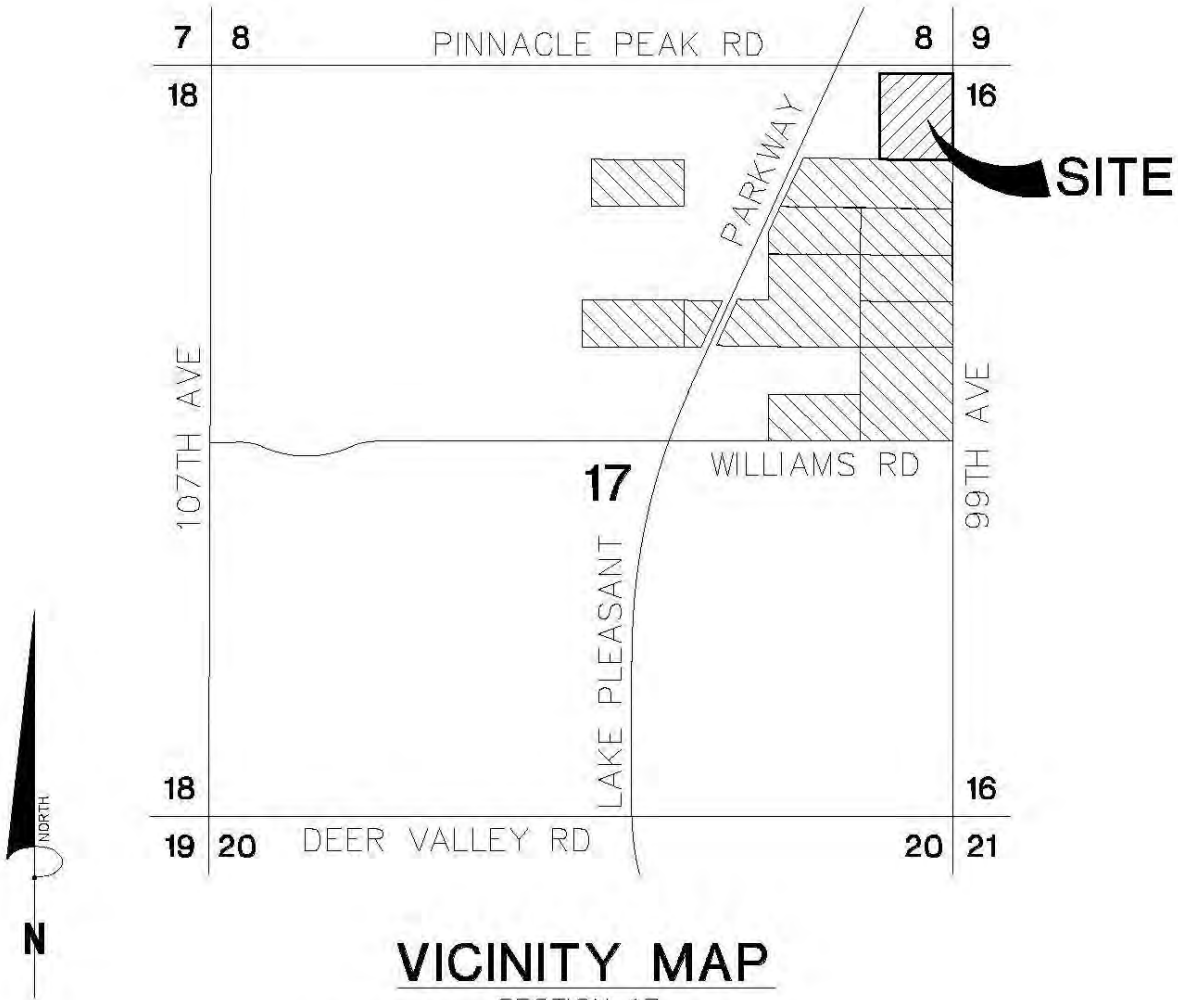
Sunset Ranch II, Parcel J is a detached single-family residential subdivision that is complimentary, in both density and proposed product, to the goals of the City of Peoria and will enhance the utilization of land according to the established guidelines in Article 14-33 of the City's zoning ordinance. The proposed architectural style for this subdivision will be compatible and complimentary to the existing subdivisions in the northern developing areas of Peoria, including but not limited to Sunset Ranch, The Meadows and Ironwood. The previously approved portions of Sunset Ranch II are already in development and the newly acquired parcels will be developed in accordance to the Preliminary Development Plan. *(Refer to the attached Preliminary Development Plan Exhibit 3A)*. Sunset Ranch II Parcel J (Z14-0009) adds approximately 9.8 acres of land located on the SWC of Pinnacle Peak Road and 99th Avenue in the City of Peoria, to be known as Sunset Ranch II, Parcel J. Sunset Ranch II property is an assemblage of 10 parcels that fall under various zoning districts. Sunset Ranch II is a total of 67 ± acres.

Sunset Ranch has been developed as eleven individual parcels to include existing Umbria Estates (APN 200-10-007A), existing Parcels A through H (APN 200-10-018, 025A, 038, 046D, 047A, 047B, 048A-C, 053A-C, APN 200-10-025A, 200-10-024, 200-10-007A, 200-10-025A 200-10-037A-C,and APN 200-10-043), and Lizard Trails (Parcel I-APN 200-10-036C, 036B, 039B and 039C) which will be included in the Sunset Ranch II community and now reference as Sunset Ranch II Parcel I all owned by Woodside Encore at Sunset Ranch, LLC. Parcel J is owned by Woodside Encore at Sunset Ranch, L.L.C. (APN 200-10-023D and 040E)*(Refer to the attached Vicinity Map Exhibit 1).*

Sunset Ranch II, Parcel J will be designed to promote the desirability of the residential development by adopting the following design criteria:

- The house plans will meet the City of Peoria's design criteria including but not limited to desert themed exterior colors, use of exterior stone and complimentary hardscape. Housing product that will be used for Parcel J is the same as the product approved for Parcel H at Sunset Ranch II.

- Roof lines will vary from homes on adjacent lots and directly across the street from each other.



VICINITY MAP

SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY ARIZONA
NOT TO SCALE

SUNSET RANCH II PARCEL J
NEW DEVELOPMENT

EXISTING SUNSET RANCH II
DEVELOPMENT (Z05-25 & Z05-25A.3)

EXHIBIT 1: VICINITY MAP

II. CONSISTENCY WITH GENERAL PLAN

The development goal for the Sunset Ranch II, Parcel J PAD is to provide uses and residential densities that are compatible with the long range goals of the City of Peoria's General Plan.

Sunset Ranch II is consistent with the Peoria General Plan Low Density Residential designation of the area, which allows density range of 2-5 du/ac, with a target of 3.0 du/ac. The Sunset Ranch II Parcel J project density is **2.86 du/ac** (refer to the attached Existing Land Use Exhibit 4 and Proposed Land Use Exhibit 5).

III. GENERAL SITE INFORMATION AND EXISITING CONDITIONS

The site is a relatively flat, vacant parcel with natural desert terrain and is within the developing areas in northern Peoria. The gross acreage is 9.8 ± acres. On the east side of Lake Pleasant Parkway, the development abuts the northerly and easterly boundary of the recorded **Sunset Ranch II** subdivision (zoned PAD Z05-25).

AERIAL MAP: EXHIBIT 2

IV. SURROUNDING LAND USES AND CONDITIONS

The development is located to the north of the original Sunset Ranch II parcels on the west side of 99th Avenue and south of Pinnacle Peak Road. The property is bound by Pinnacle Peak Road to the north and to the west is approximately 2.5 acres zoned AG and 1.12 acres zoned commercial. The property to the east, across 99th Avenue is The Meadows a single family residential community zoned PCD. To the south is Sunset Ranch II Parcel I (aka Lizards Trails) a single family residential community also owned by Woodside Homes and zoned R1-10 (refer to attached Existing Zoning Map Exhibit 6 and Proposed Zoning Map Exhibit 7).

Primary transportation corridors in the area include Lake Pleasant Parkway running north-south, and Pinnacle Peak Road and Deer Valley Road running east-west. The proposed site access would be off of Pinnacle Peak Road and 99th Avenue. Regional transportation includes the Agua Fria Freeway (Loop 101) to the south and Happy Valley Road to the north.

Lake Pleasant Parkway is the major access road to the Lake Pleasant recreational areas. The project will have access to Lake Pleasant Parkway at the Pinnacle Peak Road intersection. Williams Road, east of Lake Pleasant Parkway was constructed with the Sunset Ranch subdivision, and will ultimately extend easterly and connect to 91st Avenue. 99th Avenue was also constructed with the Sunset Ranch parcels and will extend north and connect with Pinnacle Peak Road with Sunset Ranch II Parcel J. Half street improvements for Pinnacle Peak Road west of 99th Avenue to the sites west property line will be constructed with the Sunset Ranch II Parcel J subdivision.

Schools: *Sunset Heights Elementary (K-8),* located at 9687 W. Adam Ave, is approximately 2.0 miles, and *Liberty High School* (9-12), located at 9621 West Speckled Gecko Drive is approximately 1.4 miles.

Shopping Facilities: *Albertson's Food and Drug Store* located at 8240 West Deer Valley Road is approximately 3.0 miles south. *Fry' Food and Drug* located at 8375 West Deer Valley Road is approximately 2.85 miles south. *Arrowhead Towne Center Shopping Mall* located at 7700 West Arrowhead Towne Center, Glendale is approximately 6.2 miles south. Camino A Lago Marketplace and Walmart located at 21471 Lake Pleasant Parkway is approximately 1.4 miles to the north. All four corners of Lake Pleasant Parkway and Happy Valley Road (approximately 1 mile to the north) have all been developed as community commercial.

Public Recreation: *Parkridge Park* located at 9734 West Beardsley Road is approximately 3.0 miles south. *Deer Village Park* located at 21217 N. 88th Lane is approximately 2.5 miles southeast. *The Sunrise Mountain Branch Public Library* is located at 21109 N 98th Avenue, approximately 2.2 miles south. *Lake Pleasant Regional Park* - boating, skiing, camping and general lake recreation, located approximately 15 miles north.

Aerial photographs of the project area together with several photographs of the site from different directions depicting the site and area conditions are included herewith. *(Refer to attached Context Plan Exhibit 9)*

V. PRELIMINARY DEVELOPMENT PLAN

Sunset Ranch II is a previously approved development with a total gross area of 67± acres with 199 dwelling units. The proposed PAD will add an additional 9.8± acres and 28 dwelling units. (refer to the attached *Preliminary Plat Exhibit 10).*

Sunset Ranch II will be developed in multiple phases, with several of the phases already completed via the previous entitlement (refer to attached Development Plan Exhibit 3A). Parcel J will be developed in one phase with a density of 2.86 du/ac. Sunset Ranch II will have an overall average lot size of 9,612 sq ft and a density of 2.95 du/ac. The average lot area within Sunset Ranch II, Parcel J will be 8,690 sq ft with a minimum lot size of 8,000 sq ft. The typical lots are maintaining a minimum width of 70 feet. This project will conform to the City of Peoria's staggered setback guidelines (refer to attached Sunset Ranch II Development Data Table Exhibit 3B).

The Preliminary Plat and ALTA Survey (Exhibits 10 and 11, respectively) illustrate project access. Circulation within the site will follow a loop configuration with all weather ingress/egress access at 99th Avenue and Williams Road completed with the Sunset Ranch IIB Phase. All interior streets shall be public. Secondary access is provided by 99th Avenue north to Pinnacle Peak Road and 99th Avenue south to Williams Road. Access to Parcel J is provided by 99th Avenue. The majority of the lots within the site will be oriented in a north/south direction.

VI. LAND USE SUMMARY

Table 1, below, is a Land Use Summary for the entire Sunset Ranch II development. The table reflects the use, the acreage, and the total number of units. The “equivalent zoning” noted is used to describe the corresponding City of Peoria zoning designation that the parcel most closely resembles. However, some standards within the P.A.D. may vary from the City of Peoria zoning designation as noted. In those instances, the standards within this P.A.D. shall govern.

TABLE 1: LAND USE SUMMARY Parcel J Highlighted

Parcel	Gross Acres	Net Acres		Min Lot Area, SF	Lots	Min Lot Width	Open Space - Acres	% Open Space
Umbria	4.95	3.25	R1-6	7,875	14	70	0.73	14.66%
A-H	53.02	42.80	R1-8	8,012	157	70	6.09	11.49%
I	7.58	6.22	R1-10	9,576	23	70	0.82	10.82%
J	**9.80**	**8.88**	**R1-8**	**8,000**	**28**	**70**	**1.25**	**12.80%**
TOTAL	75.35	61.15			222		8.89	11.80%

VII. PROJECT DEVELOPMENT AND PHASING STANDARDS

Unless otherwise specified herein, all properties within Sunset Ranch II, Parcel J shall conform to all City of Peoria governing codes, ordinances and regulations for single-family residential districts. R1-8 standards that vary from the R1-8 zoning designation are noted with an asterisk. Table 2 below, represents the minimum development standards for single-family residential lots in Sunset Ranch II.

TABLE 2
PROJECT DEVELOPMENT STANDARDS SUMMARY

Development Standard	R1-6 Standards	Umbria Estates	R1-8 Standards	Parcels A-H	Parcel J	R1-10 Standards	Parcel I
Average Lot Size		8,012 Sq. Ft.		9,808 Sq. Ft.	**8,690 Sq. Ft.**		10,242 Sq. Ft.
Minimum Lot Size	6,000 Sq. Ft.	7,875 Sq. Ft.	8,000 Sq. Ft.	8,012 Sq. Ft.	**8,000 Sq. Ft.**	10,000 Sq. Ft.	9,576 Sq. Ft.
Minimum Lot Width	50’	70'	70’	70'	**70'**	70’	70’
Minimum Lot Depth	100’	113’	100’	117’	**115'**	100’	130’
Minimum Front Yard Setback	• **18’ to living and 20’ to face of garage from back of sidewalk to front face of garage door. Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more 60% of the total front-facing elevation occurs at the 10-foot setback.** • **10’ to side entry garage. Not more than 60% of the total front-facing elevation shall occur at the 10-foot setback.** • **20’ front setback may be decreased to 10’ at cul-de-sac and knuckle lots.**						
Minimum Rear Setback	15’	15'	15’	15'	**15'**	15’	15’
Minimum Side Setback	5’/8’	5'	5’	5'	**5'**	5’	5’
Total Side Setback	13’	15’	15’	15’	**15’**	15’	15’
Corner Lot, Street Side Setback	**Minimum 10’. If a 10-foot tract is adjacent, the lot shall be considered an interior lot with minimum side setback of 5-feet**						
Maximum Structure Height	30’	30'	30’	30'	**30'**	30’	30’
Maximum % Lot Coverage	45%	45%	45%	45%	**45%**	45%	45%
Number of Lots		14		157	**28**		23
Du/Ac (Gross)		2.83		2.96	**2.86**		3.03

Open Space: This project is designed with active open space access that will exceed the minimum requirement of 9% for single family residential lots. The active open space areas will contain multiuse elements such as walking trails and benches that also provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces (refer to attached Conceptual Landscape Plan/Standard and Wall Detail Exhibit 12). The homeowners association will be responsible for the maintenance of all

open space / retention tracts. Each parcel on the west side of Lake Pleasant Parkway shall contain a minimum of 9% useable open space independent of other portions of the development.

Building Heights: The project will allow for both one- and two-story homes with a maximum 30' in height.

Lighting: Lighting within the project shall conform to the applicable section of the Peoria Zoning Ordinance governing exterior lighting.

Screening, Fencing and Walls: The standards for fencing and walls shall be as per the Peoria Zoning Ordinance including wall undulation and noise abatement. Top of wall elevation adjacent to Lake Pleasant Parkway will be a minimum of 8 feet above the adjacent Lake Pleasant Parkway top of curb elevation via berming with the wall or an overall wall height *(refer to attached Conceptual Landscape Plan/Standards and Wall Detail Exhibit 12)*. The height of the wall along Pinnacle Peak Road will be reflective of the results of the Sound Study.

Roadway Standards: Streets will be developed consistent with City of Peoria street standards.

Parking: Parking requirements for the project shall conform to the parking standards for single-family residential use as per the Peoria Zoning Ordinance.

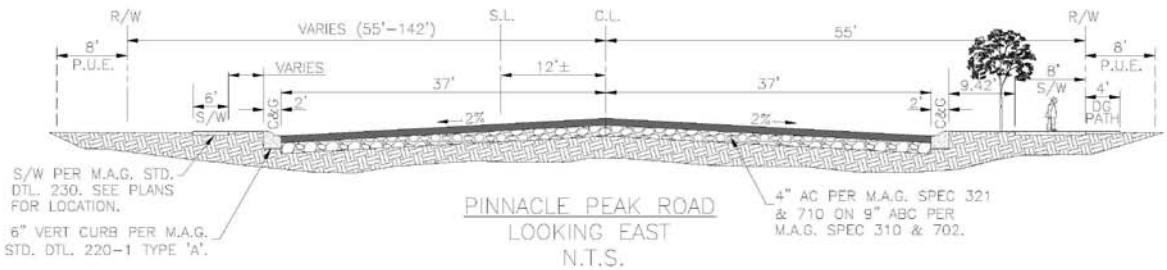
Design Review Standards: Sunset Ranch II, Parcel J subdivision shall conform to the detached single-family residential guidelines approved with Sunset Ranch II, PAD (Z05-25A.4) for Parcel E, F, G and H.

VIII. CONCEPTUAL LANDSCAPE PLAN/ STANDARDS

The project landscaping will be consistent with the Peoria Zoning Ordinance and the Specific Plan. The active open space areas will contain multiuse elements that provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces. The Final Landscape Plan will be submitted to the Planning Division. A Planting Data Sheet is a part of the Conceptual Landscape Plan (refer to attached *Conceptual Landscape Plan/Standards and Wall Detail Exhibit 12*).

On-Site Landscaped Areas- all open space areas will be landscaped to meet the City of Peoria's landscaping requirements.

Street Fr ontages- Landscaping will be provided within the ROW per the City of Peoria's Landscaping requirements. There is a regional trail on the south side of Pinnacle Peak Road that this development will continue west along the northern border of Sunset Ranch II Parcel J. This trail will consist of an 8' concrete sidewalk and a 4' stabilized dg trail. The 4' dg trail will overlap the 8' PUE.



Perimeter Walls/Wall Details- To comply with the City of Peoria's design specifications and match those approved and built throughout Sunset Ranch II and complement the existing and surrounding Ironwood. Details will be reviewed with Final Landscape plans.

Signage- Project signage will be processed as a separate application and will be consistent with the Peoria Zoning Ordinance.

IX. INFRASTRUCTURE/ UTILITIES

Following the rezone process, the Sunset Ranch II, Parcel J Development will require further approvals to allow for physical development of the project. These approvals include preliminary plat, final plat, civil improvement plans, design review, construction plans, and final landscape plans.

1. Sewer

Sewer service will be provided by the City of Peoria. An 8 inch sanitary sewer line is proposed for this site and will connect to the existing stub left by Sunset Ranch II, Parcel I (Lizard Trails). The proposed 8 inch sewer will traverse through a sewer easement in order to connect to the existing sewer stub. This 8 inch sewer outfalls to the existing 30 inch sewer in Lake Pleasant Parkway.

2. Natural Gas

Natural Gas is available in 99th Avenue from a Southwest Gas line that will be extended from Parcel I.

3. Water

A 16 inch water line will be extended north in 99th Avenue and east in Pinnacle Peak Road, along the project frontage. A connection will then be made from the existing 16 inch waterline in Lake Pleasant Parkway to the proposed system. An 8 inch waterline will run throughout the project site.

4. Telephone

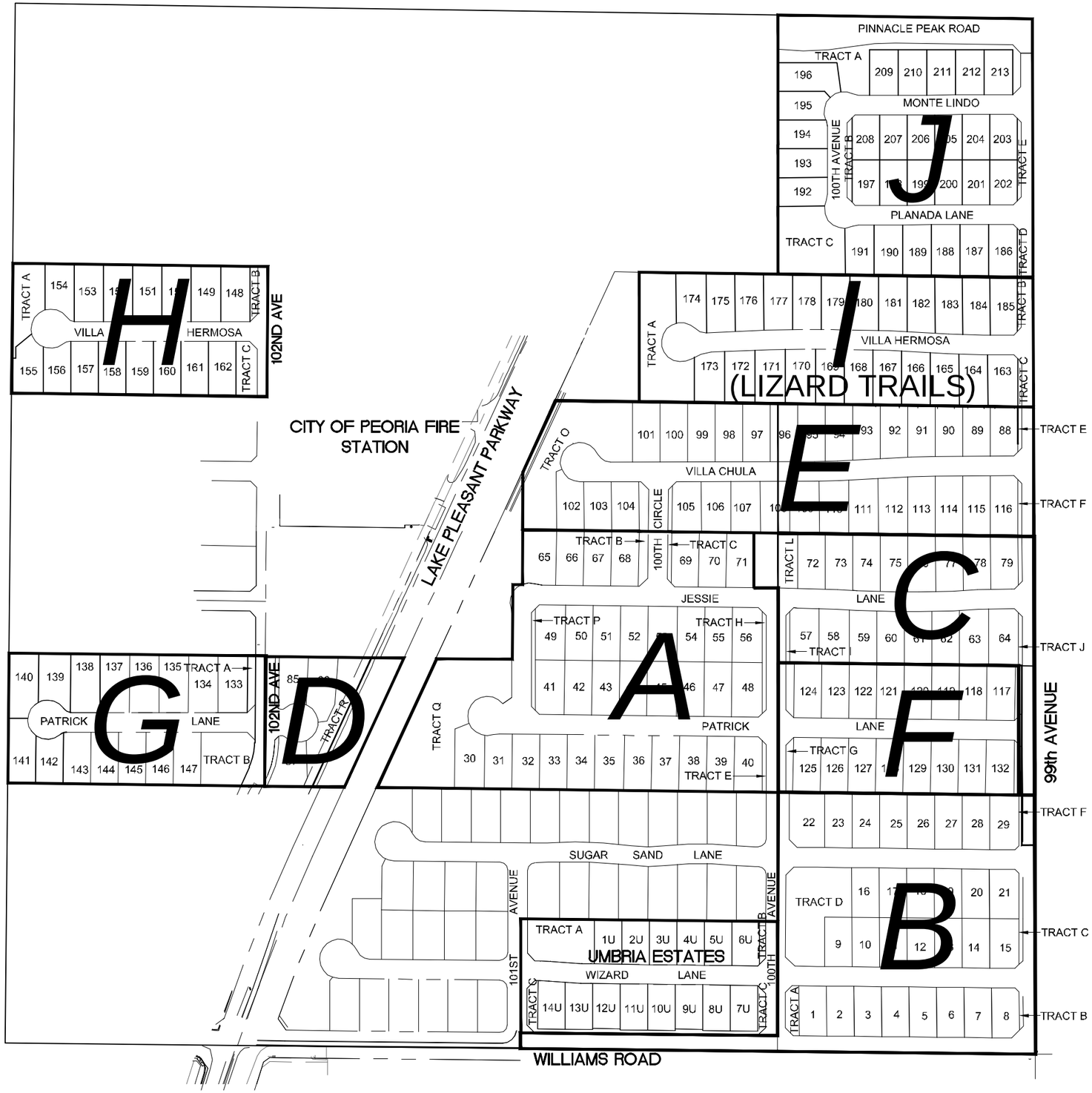
Century Link Communications will be supplying the telephone services to the area. Facilities exist at Sunset Ranch II Parcel E and I and are being brought up to Sunset Ranch Parcel J, therefore this parcel will be serviced accordingly. The Sunrise central switching office is located on 83rd Avenue just north of Deer Valley Road.

5. Electric Power

Electric power will be supplied by Arizona Public Service.

PRELIMINARY DEVELOPMENT PLAN

EXHIBIT 3A



SUNSET RANCH II

PEORIA, ARIZONA

EXHIBIT 3A - PRELIMINARY DEVELOPMENT PLAN

Bowman CONSULTING
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com

JOB #	9620
DATE	09.04.14
SCALE	N.T.S.
DRAWN	CRS

SHT 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg 11/04/2014

SUNSET RANCH II DEVELOPMENT DATA TABLE

EXHIBIT 3B

Umbria		Parcel A		Parcel B		Parcel C		Parcel D		Parcel E		Parcel F		Parcel G		Parcel H		Parcel I		Parcel J	
1	7,896	30	11,507	1	8,332	57	10,392	85	8,948	88	8,786	117	10,146	133	10,805	148	10,486	163	9,977	186	9,715
2	7,893	31	9,706	2	8,332	58	10,596	86	10,743	89	8,914	118	9,783	134	10,874	149	10,563	164	9,576	187	9,676
3	7,889	32	9,809	3	8,192	59	9,466	87	9,599	90	8,993	119	9,783	135	10,944	150	10,641	165	9,739	188	9,587
4	7,886	33	9,806	4	8,332	60	9,372			91	9,119	120	9,783	136	11,013	151	10,719	166	9,983	189	9,498
5	7,882	34	9,804	5	8,332	61	9,370			92	9,412	121	9,783	137	11,083	152	10,796	167	10,148	190	9,409
6	7,875	35	10,502	6	8,192	62	9,509			93	9,736	122	9,783	138	11,153	153	10,874	168	10,230	191	9,179
7	8,155	36	9,797	7	8,332	63	10,553			94	10,056	123	9,783	139	10,474	154	9,377	169	10,229	192	9,075
8	8,154	37	9,795	8	8,012	64	10,766			95	10,252	124	9,782	140	11,652	155	10,185	170	10,722	193	9,172
9	7,944	38	9,792	9	8,821	72	9,862			96	10,334	125	9,780	141	10,928	156	8,529	171	10,531	194	9,137
10	8,189	39	9,789	10	8,821	73	9,932			97	10,412	126	9,777	142	8,226	157	9,414	172	10,241	195	8,871
11	8,188	40	9,851	11	8,821	74	10,109			98	10,491	127	9,774	143	9,210	158	9,479	173	9,709	196	11,596
12	7,977	41	10,375	12	8,821	75	10,186			99	10,570	128	9,771	144	9,271	159	9,545	174	10,580	197	8,020
13	8,271	42	9,783	13	8,821	76	10,249			100	10,649	129	9,768	145	9,329	160	9,610	175	10,935	198	8,050
14	8,550	43	9,783	14	8,821	77	9,996			101	10,728	130	9,765	146	9,387	161	9,676	176	10,818	199	8,050
		44	9,783	15	9,401	78	9,656			102	9,440	131	9,762	147	9,444	162	9,742	177	10,384	200	8,050
		45	10,482	16	8,821	79	9,394			103	8,720	132	10,108					178	10,232	201	8,050
		46	9,783	17	8,821					104	8,914							179	10,161	202	8,000
		47	9,783	18	8,821					105	9,522							180	10,173	203	8,000
		48	10,778	19	8,821					106	9,691							181	10,266	204	8,050
		49	10,546	20	8,821					107	9,778							182	10,081	205	8,050
		50	9,783	21	9,401					108	9,865							183	10,237	206	8,050
		51	9,783	22	9,795					109	9,953							184	10,364	207	8,050
		52	9,783	23	9,789					110	10,126							185	10,253	208	8,020
		53	10,482	24	9,783					111	10,478									209	8,395
		54	9,783	25	9,777					112	10,848									210	8,395
		55	9,783	26	9,771					113	10,506									211	8,395
		56	10,547	27	9,766					114	10,556									212	8,395
		65	12,015	28	9,760					115	10,632									213	8,395
		66	9,804	29	10,261					116	10,658										
		67	9,801																		
		68	9,799																		
		69	9,742																		
		70	9,789																		
		71	9,786																		
Total Lot Area	112,749		341,938		260,583		159,408		29,290		288,139		157,131		153,793		149,636		235,569		243,329	**2,131,566**
Lot Acres	2.59		7.85		5.98		3.66		0.67		6.61		3.61		3.53		3.44		5.41		5.59	**48.93**
Avg Lot Size	8,054		10,057		8,986		9,963		9,763		9,936		9,821		10,253		9,976		10,242		8,690	**9,613**
Min Lot Size	7,875		9,706		8,012		9,370		8,948		8,720		9,762		8,226		8,529		9,576		8,000	**7,875**
Min Lot Width	70		70		70		70		70		70		70		70		70		70		70	**70**
Min Lot Depth	113		140		117		134		119		124		139		129		119		130		115	**113**
Number of Lots	14		34		29		16		3		29		16		15		15		23		28	**222**
Du/Ac	2.83		3.44		2.93		3.25		0.78		3.00		3.25		3.03		3.04		3.03		2.86	**2.95**
Open Space SF	31,612		76,944		50,323		10,736		19,218		53,670		10,331		19,772		24,451		35,732		54,625	**387,415**
Open Space Acres	0.73		1.77		1.16		0.25		0.44		1.23		0.24		0.45		0.56		0.82		1.25	**8.89**
Open Space %	14.66%		17.90%		11.68%		5.01%		11.43%		12.74%		4.81%		9.17%		11.39%		10.82%		12.80%	**11.80%**
Total Acres	4.95		9.87		9.89		4.92		3.86		9.67		4.93		4.95		4.93		7.58		9.8	**75.35**

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14701 North Scottsdale Road Site 250
Peoria, Arizona 85381

Phone: (480) 629-8830

www.bowmanconsulting.com

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SUNSET RANCH II DEVELOPMENT

EXHIBIT 3B: DATA TABLE

MARICOPA COUNTY

9620
PROJECT NUMBER

[redacted]

PLAN STATUS

DATE	DESCRIPTION

DESIGN | DRAWN | CHKD

SCALE H: V:

JOB No. 9620

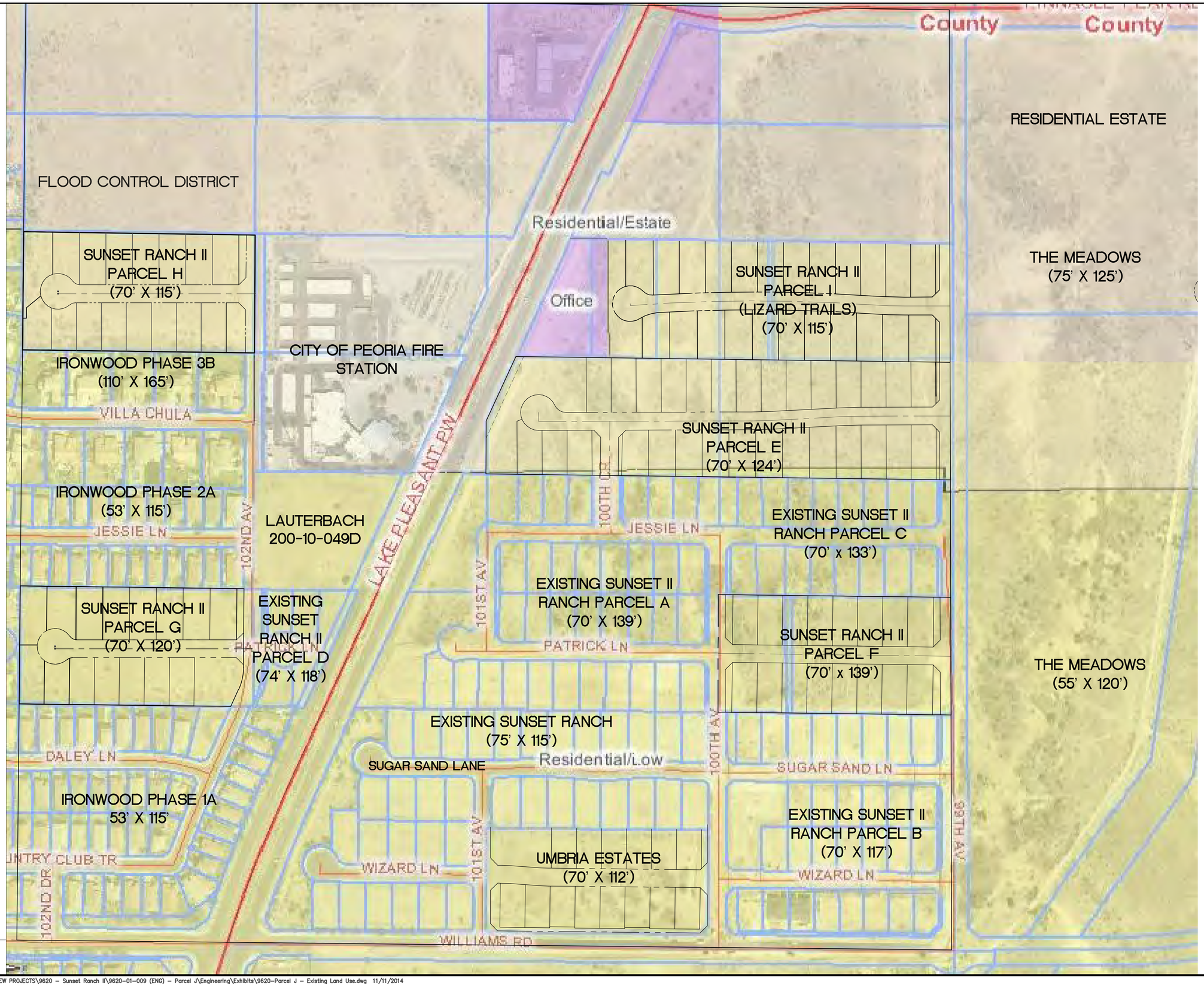
DATE : NOV 2014

SHEET 1 OF 1

CAD FILE NAME: P:\9620 – Sunset Ranch II\9620-01-009 (ENG) – Parcel J\Engineering\Exhibits\9620-Parcel J – Exhibit 3B.dwg 11/04/2014

EXISTING LAND USE MAP

EXHIBIT 4



COMMERCIAL

RESIDENTIAL ESTATE

RESIDENTIAL LOW DENSITY

Bowman CONSULTING

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Peoria, Arizona 85381

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EXHIBIT 4: EXISTING LAND USE

SUNSET RANCH II - PARCEL J

PEORIA MARICOPA

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION

DESIGN	DRAWN CRS	CHKD

SCALE H: NONE V: NONE

JOB No. 9620-01-009

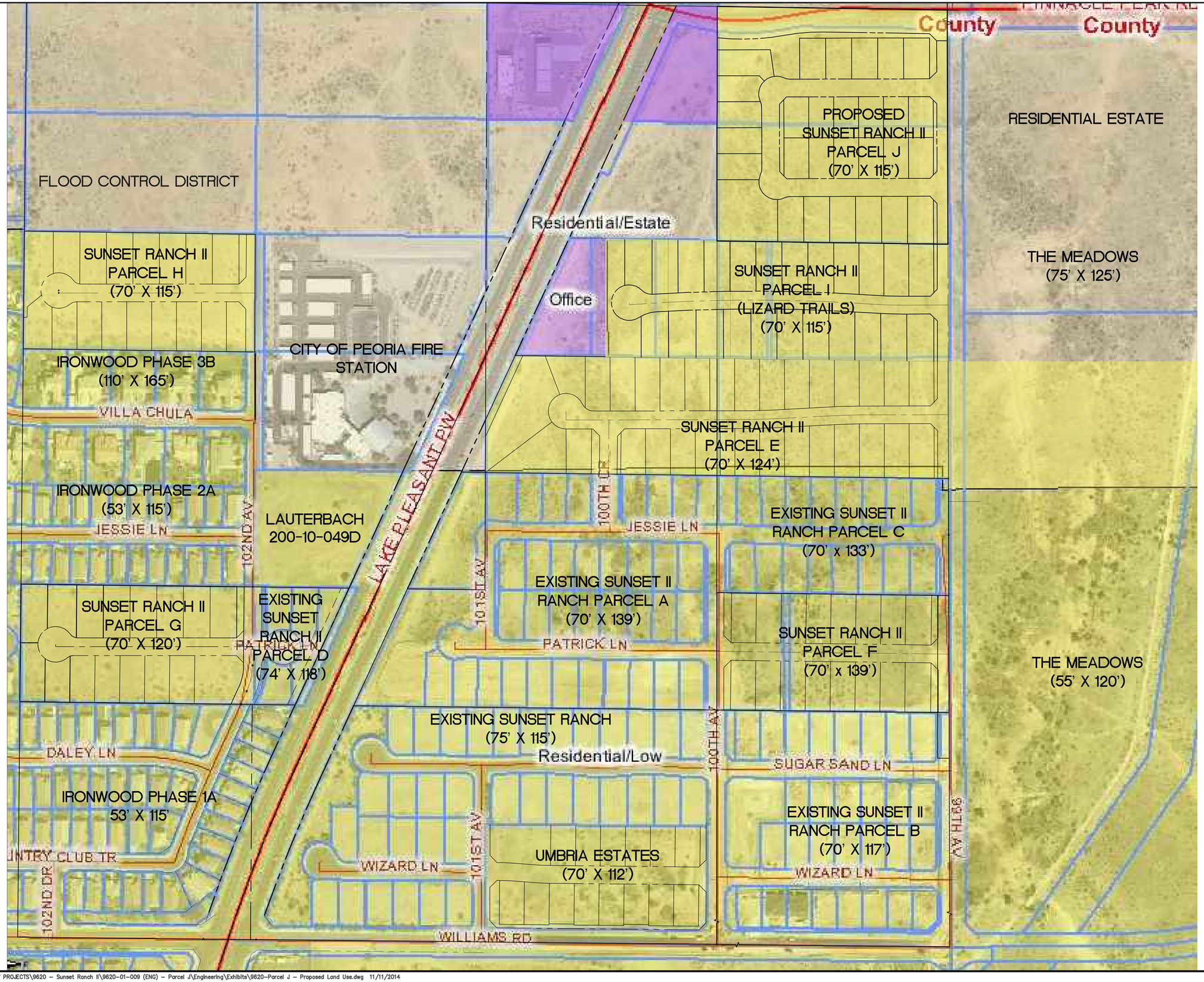
DATE : SEPTEMBER 2014

SHEET 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 – Sunset Ranch II\9620-01-009 (ENG) – Parcel J\Engineering\Exhibits\9620-Parcel J – Existing Land Use.dwg 11/11/2014

PROPOSED LAND USE MAP

EXHIBIT 5



COMMERCIAL

RESIDENTIAL ESTATE

RESIDENTIAL LOW DENSITY

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EXHIBIT 5: PROPOSED LAND USE

SUNSET RANCH II - PARCEL J

MARICOPA

PEORIA, ARIZONA

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION

DESIGN	DRAWN	CHKD
	CRS	

SCALE H: NONE V: NONE

JOB No. 9620-01-009

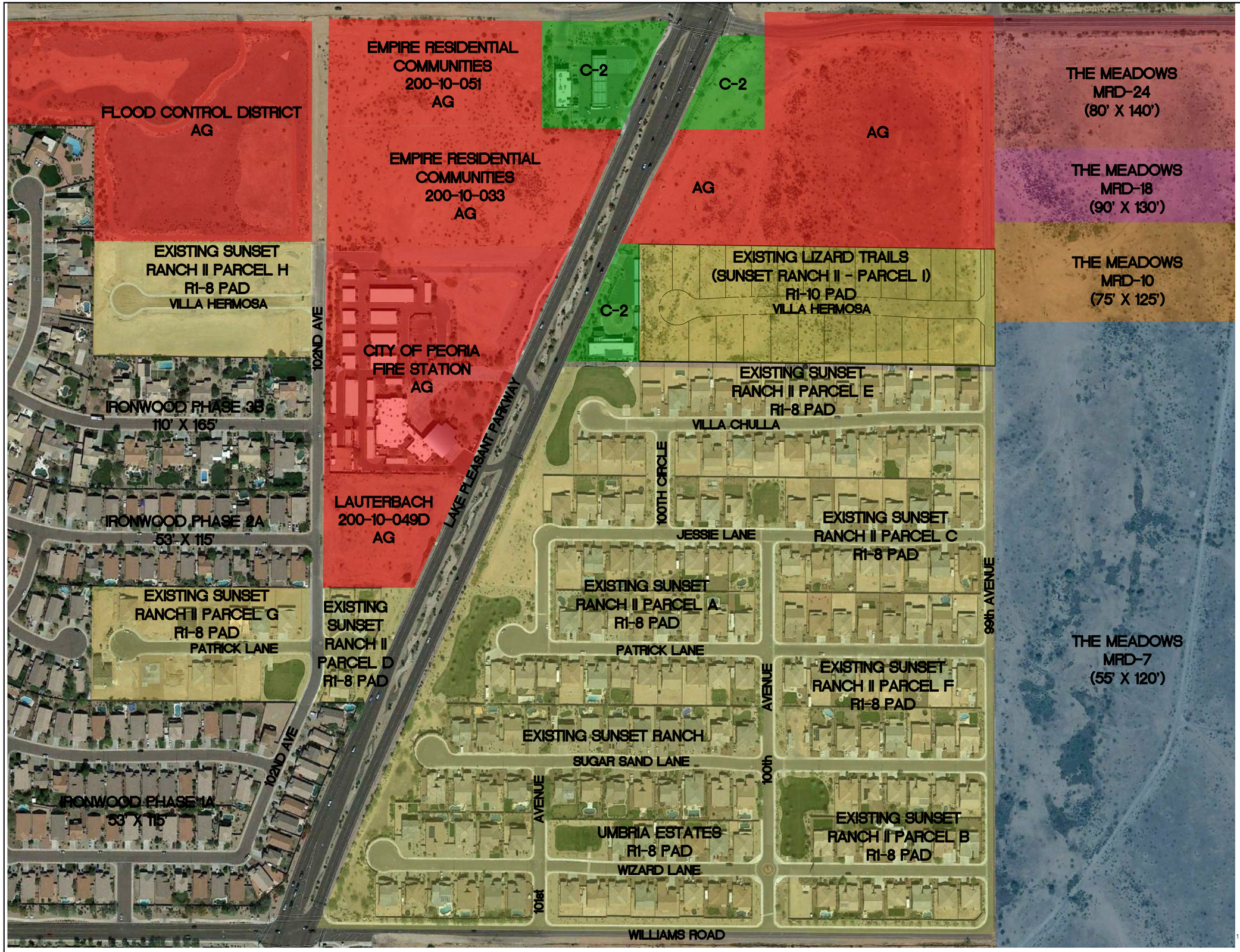
DATE : SEPTEMBER 2014

SHEET 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 – Sunset Ranch II\9620-01-009 (ENG) – Parcel J\Engineering\Exhibits\9620-Parcel J – Proposed Land Use.dwg 11/11/2014

EXISTING ZONING MAP

EXHIBIT 6



Bowman CONSULTING

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EXHIBIT 6: EXISTING ZONING EXHIBIT

SUNSET RANCH - PARCEL J

PEORIA, ARIZONA

MARICOPA COUNTY

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
KE	CRS	SJD
DESIGN	DRAWN	CHKD

SCALE H: 1" = 120' V: 1" = 120'

JOB No. 9620-01-009

DATE : NOVEMBER 2014

SHEET 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Exhibits\9620 - Parcel J-Existing Zoning.dwg 11/04/2014

PROPOSED ZONING MAP

EXHIBIT 7

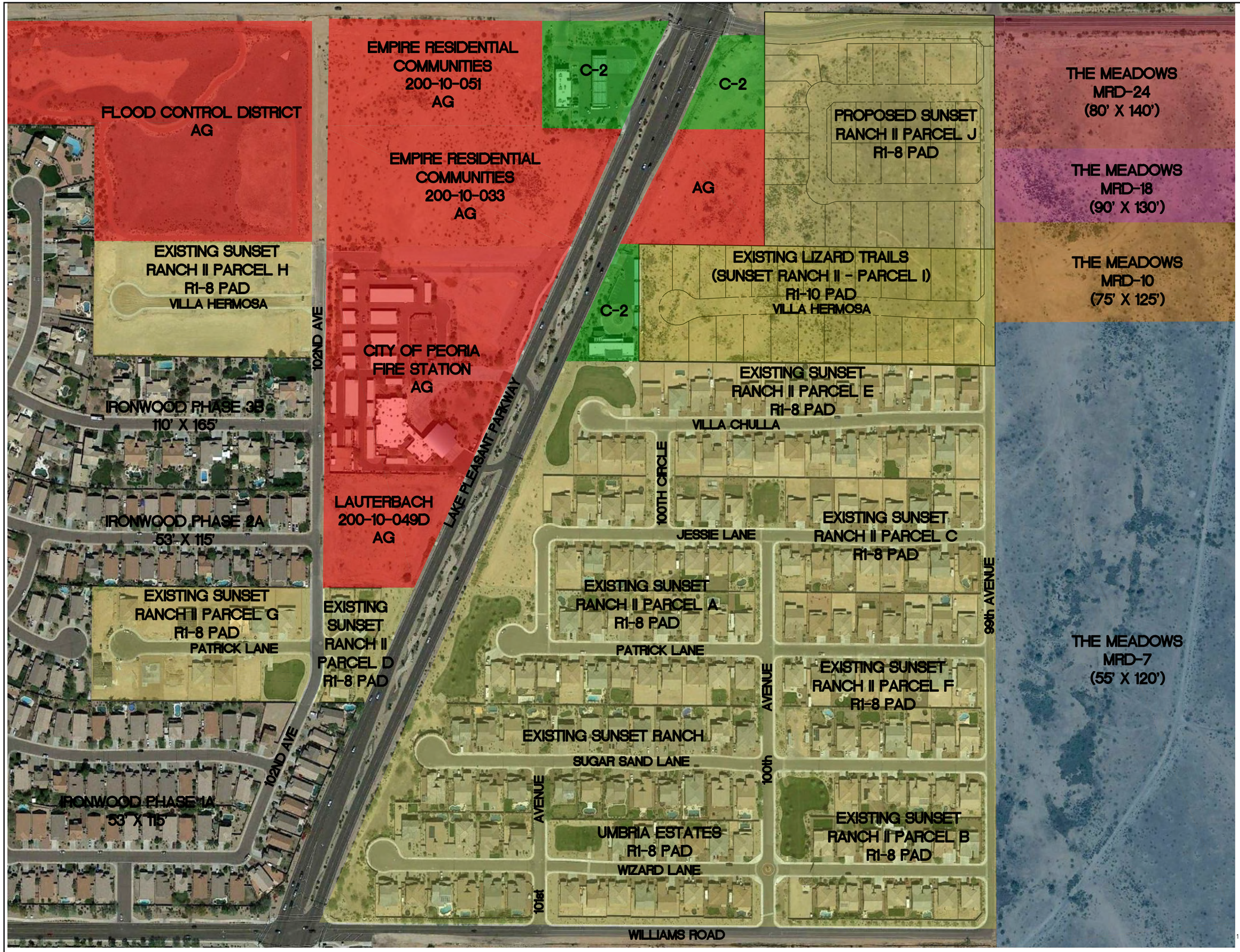

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EXHIBIT 7: PROPOSED ZONING EXHIBIT

SUNSET RANCH - PARCEL J

PEORIA, ARIZONA

MARICOPA COUNTY

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
KE	CRS	SJD
DESIGN	DRAWN	CHKD

SCALE H: 1" = 120' V: 1" = 120'

JOB No. 9620-01-009

DATE : AUGUST 2014

SHEET 1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Exhibits\9620 - Parcel J-Proposed Zoning.dwg 11/04/2014

SCHOOL DISTRICT CONTACT COORDINATION

EXHIBIT 8

Bowman
CONSULTING

August 20, 2014

Peoria Unified School District
Attn: Padric Hall
6330 West Thunderbird Road
Glendale, AZ 85306

Dear Mr. Hall:

This letter is being sent to you pursuant to the City of Peoria Planning Division School District Notification Policy for General Plan designation and zoning classification changes. Please be advised that we are applying for a zoning change and an amendment to the General Plan that changes the zoning designation of a 9.8 acre site from General Agricultural (AG) to PAD resulting in greater residential densities on the subject property. The property will currently allow approximately 9 residential units; and our application(s) will result in a total of twenty-eight units allowed, an increase of 321%.

We have attached a Preliminary Development Plan for Sunset Ranch II for your reference. The subject property is only Parcel J, the other parcels are shown for reference only. You are requested to respond to Stacey Bridge-Denzak at the City of Peoria Planning Division at 9875 N. 85th Ave, Peoria Arizona 85345, if you have any information you feel is necessary for their review. She can be reached at 623.773.7645.

Please provide us with a Developer Assistance Agreement between Peoria Unified District and Woodside Homes, 1811 S. Alma School Rd., Mesa, 85210 along with the signed Adequate School Facilities Form attached.

If you would like to discuss the proposal, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. I can be reached at ***623.299.8981.***

Sincerely,

[redacted]

ShelbyJM Duplessis, PE, LEED AP
Senior Project Manager

Certification of Adequate School Facilities
for
Residential Rezoning-

City Application Number: _____

City Staff Contact: City of Peoria Telephone: 623-773-7700

Property Address: SWC of Pinnacle Peak Road and 99th Ave

Property Size: 9.80 acres

Existing Zoning: Agricultural Proposed Zoning: R1-8 PAD

Existing Dwelling Unit Potential: Single Family: 0 Multi-Family: _____

Proposed# of Dwelling Units: Single Family: 28 Multi-Family: _____

Net Increase in Dwelling Units from Existing Zoning:

Single Family: 28 Multi-Family: _____

Affected School District(s): Elementary: Peoria Unified School District

Middle: Peoria Unified School District

High School: Peoria Unified School District

Impacted School(s):

Elementary: Sunset Heights Elementary

Middle: Sunset Heights Elementary

High School: Liberty High School

Applicant/Contact for Rezoning Application: Bowman Consulting Group - Shelby Duplessis

Address: 14100 N. 83rd Avenue, Suite 250, Tempe, AZ 85381

Telephone: 623.299.8981 Fax: 602.800.5103

Email: sduplessis@bowmanconsulting.com

Sent for Certification to: _____

Referred Date: 8/20/14

Response Deadline: 8/31/14

If no response is received by this date, it will be assumed that there are adequate school facilities for the proposed rezoning.

Response Date: _____

Certification of Adequate School
Facilities for
Residential Rezoning

To Be Completed By School Official (Choose One)

1. _X_ The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. _____ The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. _____ The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. _____ The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. _____ The school district does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

A. School Site _____
B. Academic Classroom Space _____
C. Classroom Fixtures and Equipment _____
D. Libraries and Media Centers _____
E. Auditoriums and Multipurpose Rooms _____
F. Technology _____
G. Transportation _____
H. Science Facilities _____
I. Arts Facilities _____
J. Vocational Educational Education Facilities _____
K. Physical Education-Comprehensive Health Program _____
L. Other School Facility Areas and Equipment
   a. Compliance with Building Codes _____
   b. Building Systems _____
   c. Building Soundness _____
   d. Minimum Gross Square Footage _____
   e. Critical Health or Safety Issues _____

School District: Peoria Unified School District #11
Representative Name (Please Print): Padric Hall
Representative Signature: P Hall
Title: Demographer Date: Aug 26, 2014 Application No.: _____

The completed Certification of Adequate School Facilities should be forwarded to:

Bowman Consulting Group
Attn: Shelby Duplessis
14100 N. 83rd Avenue, #250
Peoria, AZ 85381
623.299.8981

DEVELOPER ASSISTANCE AGREEMENT

This Agreement is entered into on_____, 2014, between the following parties:

PEORIA UNIFIED SCHOOL DISTRICT NO. 11
(hereafter "PUSD")
6330 West Thunderbird Road
Glendale, Arizona 85306

and

WOODSIDE HOMES
(hereafter "Developer")
1811 South Alma School Road.
Mesa, AZ 85210

Developer and PUSD may be collectively referred to herein as "Parties."

I. RECITALS

The purpose of this Agreement is to provide PUSD students with greater opportunities to learn based on enhanced resources provided by the Developer and to foster and improve communication and cooperation between PUSD and Developer in developing the residential community to be known as Sunset Ranch 2 and the schools that serve that community.

II. COVENANTS

A. PUSD's Obligations: PUSD will provide a statement to the Cities, Towns, and/or County of Peoria, Glendale, Surprise, Youngtown and/or Maricopa upon Developer's request and will work collaboratively with Developer to accomplish the Parties' mutual objective of providing high quality educational opportunities for the children of Sunset Ranch 2 and of the District.

B. Developer's Obligations: Developer shall pay to PUSD $1,000 per house constructed in the Sunset Ranch 2, Parcel J PAD amendment area to be used by PUSD for capital facilities and/or general maintenance and operations expenses. Such payment shall be made by Developer to PUSD no later than at the time each house closes escrow with a third party buyer. That specific consideration is detailed in Exhibit "A" attached herto. Under no circumstances shall this Agreement have any legal effect without the PUSD Governing Board approving the contents of Exhibit "A".

C. Default:

1. Developer acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting party shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative. Developer acknowledges the sufficiency of consideration for this Agreement and irrevocably waives lack of consideration as a defense to the enforcement of this Agreement.

III. TERM

This Agreement shall begin immediately upon signature by both parties and, except as provided herein, shall terminate upon close of escrow of the last remaining house, or lot or as otherwise terminated sooner by the parties. This Agreement may be renewed by the Parties consistent with Arizona law.

IV. MISCELLANEOUS

A. Successors and Assigns:

1. The terms and conditions of this Agreement shall inure to the benefit and be binding upon the heirs, personal representatives, successors in interest, assigns, and legal representatives of each party with respect to all provisions of this Agreement. No party shall assign, sublet, transfer or convey its interest in this Agreement without the prior written consent of the other party.

2. Both parties fully represent that their signatures hereto fully bind themselves, their partners, corporations, parent corporations, owners, successors, assigns, legal representatives and all others to whom the benefits of this Agreement inure. The signators hereto represent and affirm that they have the appropriate authority by and which to bind the above.

3. The provisions, conditions, obligations and covenants stated in this agreement and the attached Exhibits shall be covenant running with the land.

B. Sudan and Iran: Developer represents and warrants that it does not do any business with or in Sudan or Iran, and warrants that the provisions of Title 35, Ch. 2, art. 7 and 9, A.R.S., are not invoked in any way by this Agreement.

C. Extent of Agreement: The Agreement supersedes and replaces any oral or written agreement not incorporated herein, relating to the subject matter hereof entered into by the parties prior to the date of this Agreement. This Agreement contains and sets forth the entire Agreement between the parties. No modifications, deletions or additions to this Agreement will be binding unless in writing and signed by both parties except as herein otherwise provided. The waiver of any breach of this Agreement by any party hereto shall not constitute the same continuing waiver or waiver of any subsequent breach either of the same or of another provision of the Agreement. All promises, covenants and provisions contained in this Agreement are severable, and in the event that such covenant, promise or provision is held or adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall be of operative and binding effect.

D. Indemnification: PUSD and Developer shall be responsible for their own acts and omissions. To the extent permissible by Arizona law, and the extent not covered by insurance, each party agrees to defend, indemnify and save harmless the other and its Permittees (and when the indemnified party is PUSD, its elected officials, boards, commissions, employees, students, and volunteers) from, for and against all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, costs or claims, of any character or any nature arising out of or in connection with the acts or omissions of the indemnifying party, its Permittees and/or any of its subcontractors in the course of performance or non-performance of any work incident to this Agreement. No party shall be deemed the agent of another party. The terms and provisions of this paragraph shall survive the termination or cancellation of this Agreement and the closings.

E. Applicable Law: This Agreement, and the rights and duties hereunder, shall be interpreted in accordance with the internal laws of the State of Arizona without regard to conflicts of laws principles. The situs of all litigation shall be exclusively the Arizona Superior Court in and for Maricopa County unless mutually determined otherwise in writing. By signing this Agreement, the parties acknowledge that this exclusive means of adjudication is entered into under the free will of both parties and in consideration of this Agreement.

F. No Partnership and Third Parties: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between PUSD and the Developer. 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.

G. Attorneys' Fees: In the event any of the parties to this Agreement take legal action or other steps to enforce the terms of this Agreement, the prevailing party or parties shall be entitled to recover their expenditures, including by not limited to, reasonable attorneys' fees, costs of tests, inspections and reports by experts, costs of exhibit preparation, expert witness fees and court costs from the party or parties at fault.

DATED AND SIGNED BY:

THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11

_____ _____

Its President Date
On behalf of the PUSD Governing Board

_____

Please print name

DEVELOPER

_____ _____

Its President Date
On behalf of Developer

_____

Please print name

EXHIBIT "A"

Developer's Consideration To Be Made To The District

Project Name: Sunset Ranch 2, Parcel J PAD Amendment

Project Location: Approximately 9.8 acres near the SWC of Pinnacle Peak Road and 99th Avenue, Peoria, AZ

Description of Consideration:

Developer hereby agrees to payment of a contribution for capital facilities and/or general maintenance and operations expenses to PUSD equal to the sum of $1,000 per house for an estimated total of 28 homes in the Parcel J PAD amended area of the subdivision. The total amount of the Contribution shall be adjusted at the rate of $1,000 per home based on the actual number of homes constructed. The Contribution shall be payable no later than at the time each house closes escrow with a third party buyer and is to be used specifically to assist the current shortfall in funding for capital facilities in the Peoria Unified School District.

Notwithstanding any obligation to the contrary, PUSD shall release Developer from the voluntary assistance payment set forth under this Agreement in the event Developer is subject to any mandatory school related municipal impact fee, excluding taxes. Developer shall, however, remain liable to PUSD for the difference between any mandatory impact fee amount and the amount due PUSD under the terms of this Agreement, should the mandatory impact fee obligation be less than the amount due herein.

EXHIBIT “B”

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING THEREFROM, ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT.

EXCEPT THE PORTION DEDICATED TO PUBLIC ROAD WAY THROUGH THE DOCUMENT 2003-0873800 AND BRIEFLY DESCRIBED AS FOLLOWS

THE NORTH 55 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THAT PORTION OF THE PARCEL DESCRIBED IN THE MARICOPA COUNTY RECORDERS OFFICE DOCUMENT NO. 87-404083 LOCATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID SECTION 17 AND LYING NORTHERLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY LINE;

LINE DESCRIPTION:

COMMENCING AT A REBAR MARKING THE CENTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, FROM WHICH A STONE, AS PER GLO NOTES, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, BEARS NORTH 00° 33' 00" EAST, 2645.16 FEET;

THENCE SOUTH 89° 23' 38" EAST, 669.26 FEET TO THE POINT OF BEGINNING; BEING ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4508.66 FEET, AND A CENTRAL ANGLE OF 6° 09' 39", SAID CURVE BEING CONCENTRIC WITH AND 75.00 FEET EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD AS SHOWN ON THE UNRECORDED RECORD OF SURVEY PREPARED FOR THE CITY OF PEORIA, BY TBE GROUP, INC., PROJECT "LAKE PLEASANT PARKWAY", AND SEALED ON JANUARY 08, 2001;

THENCE 484.80 FEET ALONG SAID CONCENTRIC NON-TANGENT CURVE WHO'S RADIUS BEARS SOUTH 71° 23' 40" EAST;

THENCE NORTH 24° 45' 59" EAST, 1877.96 FEET ALONG A LINE PARALLEL WITH AND 75.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE SAID EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD;

THENCE SOUTH 65° 14' 01" EAST, 20.00 FEET TO A LINE PARALLEL WITH AND 95.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD;

THENCE NORTH 24° 45' 59" EAST, 464.47 FEET ALONG SAID LINE PARALLEL WITH AND 95.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD, TO THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID SECTION 17;

THENCE SOUTH 89° 06' 45" EAST, 18.96 FEET ALONG SAID SOUTH LINE, TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD BEING A LINE PARALLEL WITH AND 40.00 FEET MEASURED PERPENDICULAR SOUTHEASTERLY TO THE PROPOSED PINNACLE PEAK ROAD CENTERLINE;

THENCE SOUTH 75° 14' 01" EAST, 7.67 FEET ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, TO A CONCENTRIC TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 25° 10' 02";

THENCE 281.12 FEET ALONG SAID CONCENTRIC TANGENT CURVE, CONTINUING ALONG SAID PROPOSED 40.00 FEET SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD;

THENCE NORTH 79° 35' 52" EAST, 41.54 FEET CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD TO THE POINT OF TERMINATION ON SAID SOUTH LINE OF THE NORTH 55.00 FEET OF SECTION 17;

THENCE, CONTINUING FOR A MONUMENT TIE, NORTH 79° 35' 52" EAST, 21.27 FEET CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD TO A CONCENTRIC TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 11° 17' 18";

THENCE 110.33 FEET ALONG SAID CONCENTRIC TANGENT CURVE, CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, BEING ON THE EXISTING 40 FOOT RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, AS DESCRIBED IN DOCKET 11923, PAGE 1096, M.C.R., ALSO BEING THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SECTION 17;

THENCE NORTH 00° 53' 15" EAST, 40.00 FEET TO THE NORTH LINE OF SAID SECTION 17, FROM WHICH A BRASS CAP IN HAND HOLE, MARKING THE NORTHEAST CORNER OF SAID SECTION 17, BEARS SOUTH 89° 06' 45" EAST, 287.64 FEET, AND FROM WHICH A STONE, AS PER GLO NOTES, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, BEARS NORTH 89° 06' 45" WEST, 2299.81 FEET:

PARCEL NO. 2

THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING AND RESERVING TO THE UNITED STATES OF AMERICA ALL OIL, GAS AND OTHER MINERALS IN PATENT RECORDED IN DOCKET 3194, PAGE 174.

CONTEXT PLAN AND SITE PHOTOS

EXHIBIT 9

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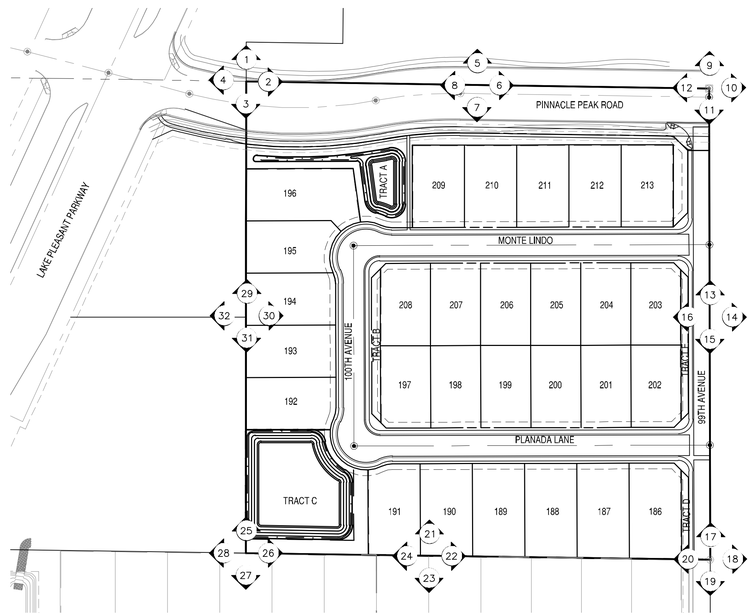

1 PHOTO NUMBER AND VIEW ORENTATION

N

100 50 0 100 200
GRAPHIC SCALE
1" = 100'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381

Phone: (480) 629-8830

www.bowmanconsulting.com
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CONTEXT PLAN AND SITE PHOTOS
SUNSET RANCH - PARCEL J
EXHIBIT 9
MARICOPA COUNTY
PEORIA, ARIZONA

PROJECT NUMBER
[redacted]

PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD

SCALE H: 1" = 100' V: 1" = 100'

JOB No. 9620-01-009

DATE : AUGUST 2014

SHEET 1 OF 1

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Exhibits\9620 - Parcel J-Context Plan.dwg 11/04/2014

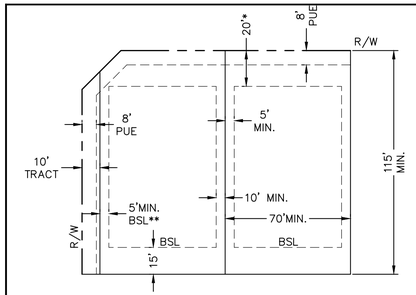
PRELIMINARY PLAT

EXHIBIT 10

SUNSET RANCH II - PARCEL J
PRELIMINARY PLAT

99TH AVENUE AND PINNACLE PEAK ROAD
PEORIA, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



TYPICAL LOT DETAIL
NOT TO SCALE

*ALL FRONT YARD SETBACKS SHALL MEET THE REQUIREMENTS FOR R1-8 (PAD) ACCORDING TO THE CITY OF PEORIA ZONING ORDINANCE

**CORNER LOT, STREET SIDE SETBACK = 10 FT MIN. IF A 10 FT TRACT IS SHOWN AS ABOVE, THE LOT SHALL BE CONSIDERED AN INTERIOR LOT, WITH MINIMUM SIDE SETBACK = 5 FT. (15 FT TOTAL)

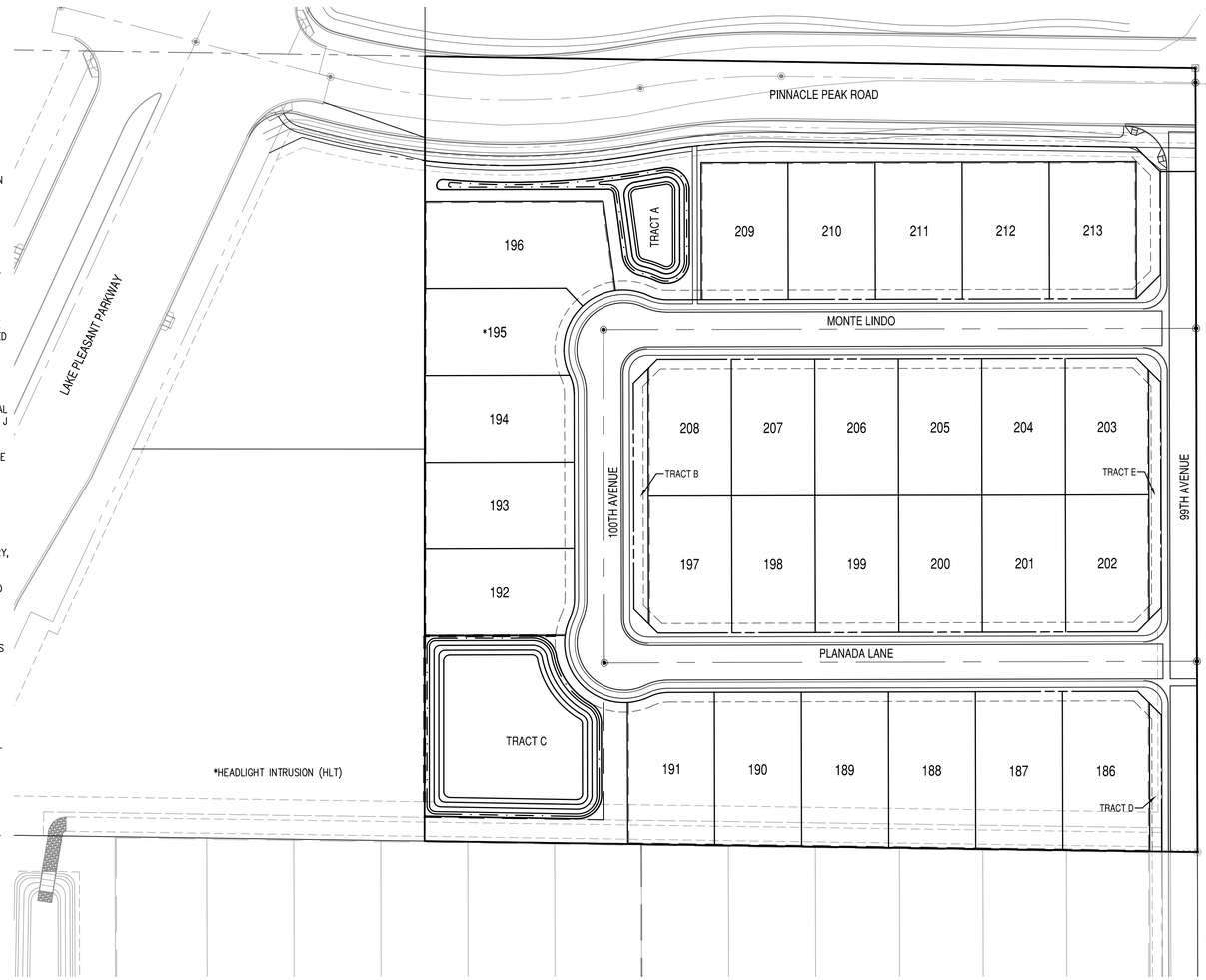
AVERAGE LOT AREA = 8,690 SF

DEVELOPMENT NOTES

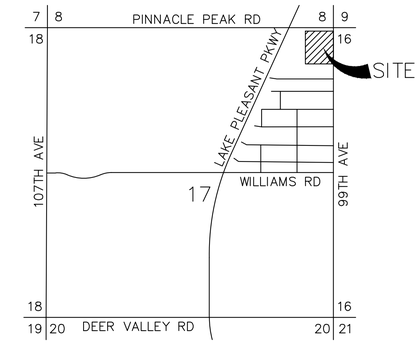
1. THE BOUNDARY AND TOPOGRAPHY SHOWN HEREON ARE BASED ON ALTA SURVEY PREPARED BY BOWMAN CONSULTING GROUP, 1295 WEST WASHINGTON STREET #108 TEMPE, AZ 85281, PHONE 480.629.8830.
2. ALL STREETS (ONSITE AND OFFSITE) ARE TO BE PUBLIC.
3. ALL SEWER AND WATER IMPROVEMENTS ARE TO BE PUBLIC
4. THE SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP PANELS 1235 OF 4425, DATED OCTOBER 16, 2013. A PORTION OF THIS MAP HAS BEEN INCLUDED IN A PRELIMINARY DRAINAGE REPORT PREPARED FOR THIS PROJECT BY BOWMAN CONSULTING.
5. THE PAVEMENT SECTIONS SHOWN HEREON ARE MINIMUM SECTIONS ONLY. THE SOILS ENGINEER SHALL CALCULATE THE REQUIRED PAVEMENT SECTIONS BASED ON SOIL TESTS TAKEN ON THE SUBGRADE. THE SOILS ENGINEER'S FINAL PAVEMENT SECTIONS SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
6. SUNSET J WILL BE ANNEXED INTO THE EXISTING SUNSET RANCH II HOMEOWNERS ASSOCIATION TO INCLUDE ALL PROPERTY OWNERS. THE ORIGINAL CC&RS FOR SUNSET RANCH II WILL BE AMENDED TO COVER SUNSET PARCEL J WHICH WILL BE RECORDED CONCURRENTLY WITH THE FINAL PLAT. THE HOMEOWNERS ASSOCIATION WILL BE DEEDED THE OPEN SPACE TRACTS AND SHALL BE RESPONSIBLE FOR ALL REQUIRED MAINTENANCE OF THE LANDSCAPE IMPROVEMENTS, DRAINAGE AND RETENTION IMPROVEMENTS WITHIN THESE TRACTS AS WELL AS THAT FOR ANY RECREATIONAL AMENITIES PROVIDED BY THE DEVELOPER.
7. THE SITE HAS BEEN CULTIVATED AS CROP AND/OR PASTURE LAND AND IRRIGATED FOR AGRICULTURAL PRODUCTION FOR MANY YEARS. WE DO NOT ANTICIPATE THAT ANY OF THE SITE VEGETATION WILL BE SALVAGED OR PROTECTED IN PLACE. NO PLANT INVENTORY, SALVAGE PLAN, PLANT NURSERY, OR OTHER SIMILAR OR RELATED FACILITIES ARE PROPOSED.
8. THE IMPROVEMENT PLANS FOR "SUNSET RANCH II" HAVE BEEN APPROVED AND THE FINAL PLAT HAS BEEN RECORDED. WE UNDERSTAND ALL IMPROVEMENTS ADJACENT TO PARCEL I OF SUNSET RANCH II HAVE BEEN COMPLETED PER THESE APPROVED PLANS.
9. ONSITE IMPROVEMENTS AS SHOWN HEREON SHALL INCLUDE RETENTION BASINS SUFFICIENT TO CONTAIN THE 100-YEAR, 2-HOUR RAINFALL EVENT. THE DEVELOPER SHALL PROVIDE THE CITY OF PEORIA DRAINAGE/RETENTION EASEMENTS OVER THESE BASINS TO ENSURE THAT THE CITY CAN MAINTAIN THESE FACILITIES SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROVIDE ADEQUATE MAINTENANCE.
10. ALL FINISHED FLOORS SHALL BE ADEQUATELY PROTECTED FROM THE 100-YEAR RAINFALL EVENT AS REQUIRED BY CITY AND COUNTY ORDINANCES.
11. ALL LIGHTING SHALL COMPLY WITH THE CITY'S LIGHTING ORDINANCE.
12. BASED ON THE EXTREMELY SMALL PEAK SEWER AND WATER FLOWS FOR THE SITE FOR AS SHOWN IN THE PROJECT DESIGN REPORTS (HEREBY MADE A PART OF THIS PRELIMINARY PLAT) IT IS NOT ANTICIPATED THAT THIS SITE ALONE WILL HAVE ANY MEANINGFUL IMPACT ON THE CITY'S INFRASTRUCTURE.

CITY OF PEORIA NOTES

1. ALL CUL-DE-SACS ARE 50' RADIUS.
2. LANDSCAPE AND WALL DETAILS ARE ON CONCEPTUAL LANDSCAPE PLAN.
3. ALL SIGHT VISIBILITY TRIANGLES PER PEORIA DETAIL PE-091 / 30 FT.
4. LANDSCAPE RETENTION TRACTS SHALL BE INSTALLED BY DEVELOPER AND MAINTAINED BY THE H.O.A. A MID WILL BE ESTABLISHED AND TAKE OVER MAINTENANCE IN THE EVENT THE H.O.A. FAILS.
5. DEVELOPMENT WITHIN THE PROJECT AREA SHALL CONFORM TO THE CITY OF PEORIA DESIGN REVIEW MANUAL.
6. FOR PUBLIC UTILITY EASEMENTS (PUE), PLEASE SEE TYPICAL LOT DETAIL ON THIS SHEET FOR TYPICAL LOCATIONS.



KEY MAP
N.T.S.



VICINTY MAP
N.T.S.

CIVIL ENGINEER
BOWMAN CONSULTING GROUP, LTD.
14100 NORTH 83RD AVENUE
SUITE 250
PEORIA, ARIZONA 85381
PHONE: 602.679.4438
CONTACT: SHELBY DUPLESSIS

OWNER/DEVELOPER
WOODSIDE ENCORE AT SUNSET RANCH, LLC
1811 SOUTH ALMA SCHOOL ROAD
SUITE 190
MESA, ARIZONA 85210
PHONE: 480.755.0801
CONTACT: HEATHER DAVENPORT

BENCHMARK
GDACS POINT 47554-1
THE NORTHWEST CORNER OF SECTION 17, T4N, R1E
MARICOPA COUNTY ENGINEERING DEPARTMENT BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF PINNACLE PEAK ROAD AND 99TH AVENUE
ELEVATION = 1313.05 (NAVD88 DATUM, CITY OF PEORIA DATA)
EQUATION = PLAN TO NAVD88 = ELEV + 1.99'

BASIS OF BEARING
BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID BEARING BEING:

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

ZONING
EXISTING: AG
PROPOSED: R1-8

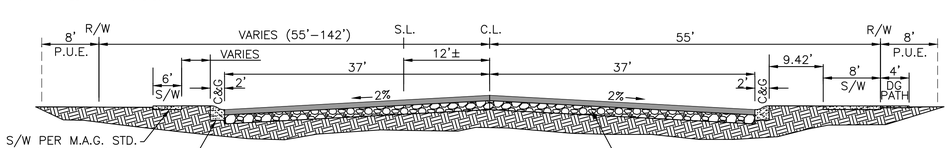
SHEET INDEX

PP01 PRELIMINARY PLAT COVER SHEET
PP02 PRELIMINARY PLAT

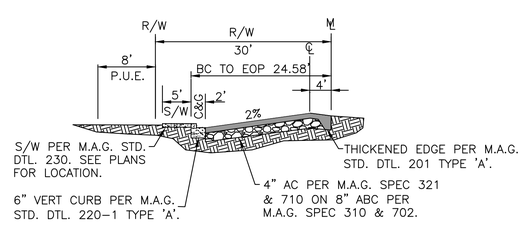
SITE DATA		
GROSS AREA	426,670.80 SF	9.80 AC
NET AREA	378,151.10 SF	8.68 AC
LOT SUMMARY		
LOT TOTAL	28	
TOTAL LOT AREA	243,329.29 SF	5.59 AC
AVG. LOT AREA	8,690.33 SF	0.20 AC
MIN. LOT AREA	8,000.00 SF	0.18 AC
MAX LOT AREA	11,596.24 SF	0.27 AC
LOT %	57.03%	
PROPOSED DENSITY	2.86 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	54,625.34 SF	1.25 AC
OPEN SPACE %	12.80%	
RIGHT-OF-WAY SUMMARY		
RIGHT-OF-WAY AREA	128,716.17 SF	2.95 AC
RIGHT-OF-WAY %	30.17%	
RIGHT-OF-WAY LOCAL AREA	80,196.47 SF	1.84 AC
RIGHT-OF-WAY OFFSITE AREA	48,519.70 SF	1.11 AC

R1-8 DEVELOPMENT OPTION	
STANDARDS	PLANNED AREA DEVELOPMENT
MINIMUM LOT AREA (ACREAGE)	8,000 AC
MINIMUM LOT WIDTH (FT)	70'
MINIMUM LOT DEPTH (FT)	100'
MAXIMUM LOT COVERAGE (%)	45%
MAXIMUM BUILDING HEIGHT (FT)	30' (ORDINANCE 04-187)
FRONT SETBACK (FT) – SIDE-ENTRY GARAGE	10' (NOT MORE THAN 60% OF THE TOTAL FRONT-FACING ELEVATION SHALL OCCUR AT THE 10-FOOT SETBACK) (SIDE ENTRY GARAGES SHALL BE PROHIBITED ON CORNER LOTS)
FRONT SETBACK (FT) – FRONT-FACING GARAGE	20'
INTERIOR SETBACK (MIN/TOTAL FT)	5' (MIN.)/15' (TOTAL)
REAR SETBACK (FT)	15'
CORNER SETBACK (FT)	10'

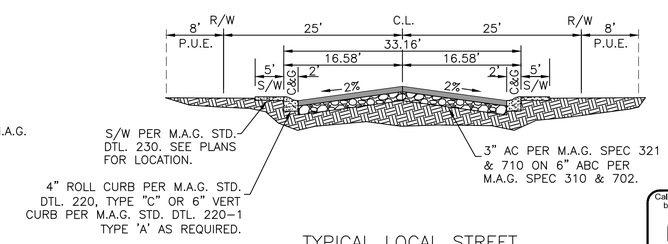
LEGEND
- CENTER LINE
- RIGHT-OF-WAY
- PUE
- SEWER MANHOLE
- FIRE HYDRANT
- DRAINAGE FLOW
- 1291 EXISTING CONTOUR



PINNACLE PEAK ROAD
LOOKING EAST
N.T.S.



99TH AVE
LOOKING NORTH
N.T.S.



TYPICAL LOCAL STREET
N.T.S.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com

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PRELIMINARY PLAT COVER SHEET
SUNSET RANCH II - PARCEL J
PEORIA, ARIZONA
MARICOPA COUNTY

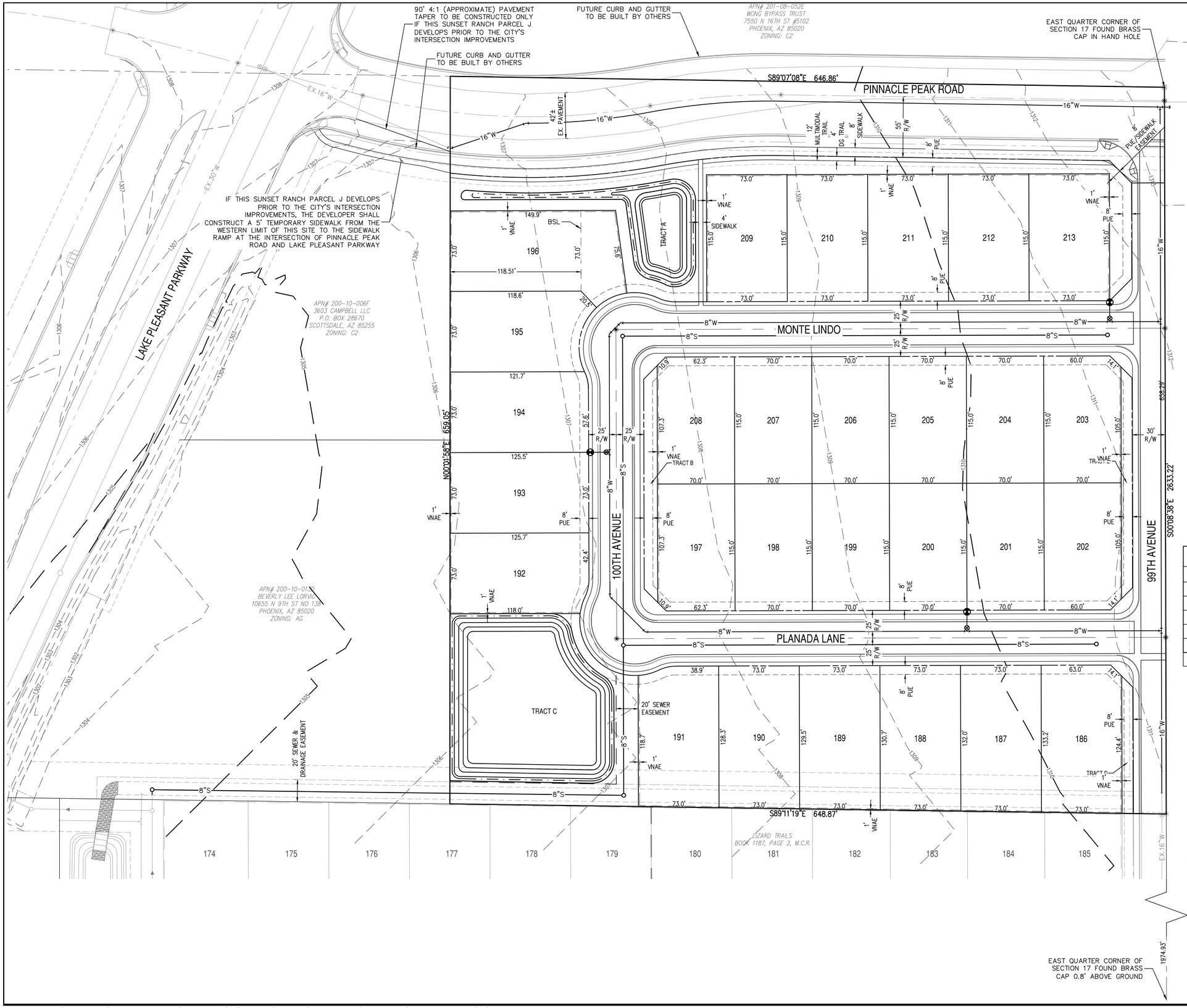
PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: N.T.S. V: N.T.S.	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

PP01
SHEET 01 OF 02

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Engineering Plans\Preliminary Plat\9620 - PP01.dwg 10/24/2014



LOT AREA		
LOT #	AREA (S.F.)	AREA (AC)
186	9714.53	0.223
187	9675.69	0.222
188	9586.86	0.220
189	9498.02	0.218
190	9409.19	0.216
191	9178.63	0.211
192	9075.42	0.208
193	9171.54	0.211
194	9137.45	0.210
195	8870.50	0.204
196	11596.24	0.266
197	8020.11	0.184
198	8050.00	0.185
199	8050.00	0.185
200	8050.00	0.185
201	8050.00	0.185
202	8000.00	0.184
203	8000.00	0.184
204	8050.00	0.185
205	8050.00	0.185
206	8050.00	0.185
207	8050.00	0.185
208	8020.11	0.184
209	8395.00	0.193
210	8395.00	0.193
211	8395.00	0.193
212	8395.00	0.193
213	8395.00	0.193
TOTAL	243,329.29	5.590

TRACT AREA			
TRACT ID	TRACT USE	AREA (S.F.)	AREA (AC)
A	LANSCAPING, OPEN SPACE, PUE, RETENTION	21778.45	0.500
B	LANSCAPING, OPEN SPACE, PUE	2481.37	0.057
C	LANSCAPING, OPEN SPACE, PUE, RETENTION	27170.81	0.624
D	LANSCAPING, OPEN SPACE, PUE	1194.71	0.027
E	LANSCAPING, OPEN SPACE, PUE	2000.00	0.046
	TOTAL	54,625.34	1.254

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14500 N. Northsight Blvd. Suite 250
Peoria, Arizona 85381
Phone: (480) 629-8830
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PRELIMINARY PLAT
SUNSET RANCH II - PARCEL J
PEORIA, ARIZONA
MARICOPA COUNTY

PROJECT NUMBER
[redacted]

PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: 1" = 40' V: 1" = 40'	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

PP02
SHEET 02 OF 02

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Engineering Plans\Preliminary Plat\9620 - PP02.dwg 10/24/2014

A.L.T.A SURVEY AND LEGAL DESCRIPTION

EXHIBIT 11

September 4, 2014
PROJECT # 9620-01-009

LEGAL DESCRIPTION
SUNSET RANCH – PARCEL J

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THAT PORTION DEDICATED AS PUBLIC ROADWAY IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17, BEING A CITY OF PEORIA BRASS CAP FLUSH, BEARS SOUTH 00°08'38" EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 55.01 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 603.28 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'11" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01'51" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 586.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PINNACLE PEAK ROAD, AS DESCRIBED IN SAID DOCUMENT NO. 2003-0873800, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°23'42" EAST, A RADIAL DISTANCE OF 640.00 FEET;

THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 16°48'23", AN ARC DISTANCE OF 187.73 FEET TO A POINT OF NON-TANGENCY;

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THENCE NORTH 79°35’14” EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 41.48 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07’08” EAST, ALONG SAID PARALLEL LINE AND RIGHT-OF-WAY, A DISTANCE OF 419.27 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 387,652 SQUARE FEET OR 8.8993 ACRES, MORE OR LESS.

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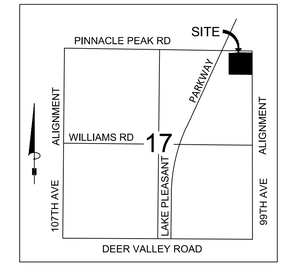
ALTA/ACSM LAND TITLE SURVEY
SUNSET RANCH II, PARCEL J

LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
NTS

NOTES

1. PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN HEREON OR NOT.

2. PURSUANT TO TABLE "A", ITEM NUMBER 1, MONUMENTS HAVE BEEN PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES.

3. PURSUANT TO TABLE "A", ITEM NUMBER 2, THE CURRENT ADDRESS IS NOT AVAILABLE

4. PURSUANT TO TABLE "A", ITEM NUMBER 3, ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1235L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

5. PURSUANT TO TABLE "A", ITEM NUMBER 4, THE NET AREA OF THE SUBJECT PARCEL IS AS DESCRIBED IN THE LEGAL DESCRIPTION, THE LAND AREA OF THE SUBJECT PROPERTY CONTAINS 387,652 SQUARE FEET OR 8.8993 ACRES, MORE OR LESS.

7. PURSUANT TO TABLE "A", ITEM 6(A) THE CURRENT ZONING CLASSIFICATION IS (AG) GENERAL AGRICULTURAL DISTRICT.

8. PURSUANT TO TABLE "A", ITEM NUMBER 7(A), THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

9. PURSUANT TO TABLE "A", ITEM NUMBER 8, SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY SUCH AS PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, ETC ARE SHOWN HEREON.

10. PURSUANT TO TABLE "A", ITEM NUMBER 9, THERE ARE NO STRIPED PARKING SPACES EXISTING ON THE SURVEYED PROPERTY.

11. PURSUANT TO TABLE "A", ITEM NUMBER 10(A) NO PARTY WALLS HAVE BEEN DESIGNATED BY THE CLIENT.

12. PURSUANT TO TABLE "A", ITEM NUMBER 11(A), VISIBLE SURFACE UTILITIES WITHIN SUBJECT PARCEL ARE SHOWN HEREON. NO RECORD MAPS FROM UTILITY OPERATING AGENCIES WERE REVIEWED. LOCATION OF UNDERGROUND UTILITIES ARE UNKNOWN.

15. PURSUANT TO TABLE "A", ITEM NUMBER 13, NAMES OF ADJOINING OWNERS OF PLATTED LANDS ACCORDING TO CURRENT PUBLIC RECORDS ARE SHOWN HEREON.

18. PURSUANT TO TABLE "A", ITEM 16, AND TO THE BEST OF MY KNOWLEDGE, THE SURVEYOR HAS NOT OBSERVED EVIDENCE OF EARTH MOVING WORK OR SITE CONSTRUCTION UNDERWAY OR RECENTLY COMPLETED (EXCEPT AS SHOWN HEREON.) THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT TRAINED OR QUALIFIED CONTRACTORS AND CANNOT ACCURATELY IDENTIFY RECENT CONSTRUCTION. INTERESTED AND AFFECTED PARTIES SHOULD SEEK CONSULTATION FROM A REGISTERED CONTRACTOR OR OTHER QUALIFIED PARTY.

20. PURSUANT TO TABLE "A", ITEM 18, THE SURVEYOR HAS NOT OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. HOWEVER THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT TRAINED OR QUALIFIED TO IDENTIFY EVIDENCE WHICH WOULD INDICATE ADVERSE ENVIRONMENTAL CONDITIONS OF SITE. INTERESTED OR AFFECTED PARTIES SHOULD SEEK CONSULTATION BY AN ENVIRONMENTAL ENGINEERING CONSULTANT OR OTHER QUALIFIED PROFESSIONAL.

21. PURSUANT TO TABLE "A", ITEM 19, THE LOCATION OF WETLAND AREAS HAS NOT BEEN DELINEATED BY APPROPRIATE AUTHORITIES.

25. ALL DIMENSIONS SHOWN HEREON ARE MEASURED AND RECORD UNLESS OTHERWISE NOTED.

TITLE COMMITMENT SCHEDULE B - SECTION II REVIEW

THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. NCS-668011-PHX1, EFFECTIVE DATE: MAY 01, 2014 AT 7:30 A.M. AND WITH RESPECT TO THE ITEMS IDENTIFIED AS EXCEPTIONS ON SCHEDULE B – SECTION II OF THE TITLE INSURANCE COMMITMENT WITH RESPECT TO THE SURVEYED PROPERTY.

(a) THE FOLLOWING ITEMS LISTED AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY HOWEVER, ARE NOT SURVEY RELATED MATTERS: ITEMS 1, 2 AND 10-12.
(b) THE SURVEYOR'S REVIEW OF DOCUMENTS REFERENCED IN THE TITLE REPORT AS SCHEDULE "B" ITEMS IS LIMITED TO THE SURVEYOR'S SCOPE-OF-SERVICES AS IDENTIFIED IN THE CERTIFICATION HEREON. ADDITIONALLY THE SURVEYOR'S SCOPE-OF-SERVICES IS LIMITED TO PROVIDING SERVICES IN A MANNER CONSISTENT WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CONDITIONS. SCHEDULE "B" ITEM DOCUMENTS MAY CONTAIN ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY WHICH THE SURVEYOR IS NOT QUALIFIED TO INTERPRET AND/OR ARE NOT WITHIN THE SURVEYOR'S SCOPE-OF-SERVICES. IT IS RECOMMENDED THAT INTERESTED AND AFFECTED PARTIES OBTAIN CONSULTATION WITH QUALIFIED LEGAL COUNSEL RELATIVE TO THE INTERPRETATION OF ALL SCHEDULE "B" DOCUMENTS REFERENCED IN THE TITLE REPORT.
(c) THE FOLLOWING ITEMS OF THE SPECIAL EXCEPTIONS ARE SURVEY RELATED MATTERS, PERTAIN TO THE SURVEYED PROPERTY AND ARE SHOWN ON THE SURVEY OR UNLESS OTHERWISE EXPLAINED AS HOW THEY AFFECT THE SURVEYED PROPERTY:
(xx) (d) DENOTES SCHEDULE B ITEMS SHOWN HEREON.

	ITEM 3	PROPERTY IS SUBJECT TO RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. **(ITEM HAS NOT BEEN SUPPLIED BY TITLE)**
4	ITEM 4	PROPERTY IS SUBJECT TO RIGHT TO ENTER UPON TO PROSPECT FOR ALL OIL, GAS AND OTHER MINERALS IN PATENT RECORDED IN DOCKET 3194, PAGE 174. **(PORTIONS OF THIS ITEM ARE BLANKET IN NATURE AND ARE NOT SHOWN, THE 33' ROADWAY AND PUBLIC UTILITIES IS SHOWN HEREON)**
5	ITEM 5	PROPERTY IS SUBJECT TO AN EASEMENT FOR ELECTRIC LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2001-0648247 OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 1) **(ITEM IS SHOWN HEREON)**
	ITEM 6	PROPERTY IS SUBJECT TO A PLAT RECORDED IN BOOK 21, PAGE 14 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY. **(ITEM CONTAINS INSUFFICIENT GEOMETRIC DATA FOR PLOTTING AND IS NOT SHOWN)**
	ITEM 7	PROPERTY IS SUBJECT TO AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 9793 AND PAGE 839. **(ITEM CONTAINS INSUFFICIENT GEOMETRIC DATA FOR PLOTTING AND IS NOT SHOWN)**
	ITEM 8	PROPERTY IS SUBJECT TO ALL MATTERS AS SET FORTH IN COMMERCIAL RECIPROCAL ACCESS EASEMENT AND NON BARRIER AGREEMENT, RECORDED JULY 02, 2007 AS 2007-0760166 OF OFFICIAL RECORDS. **(ITEM IS MISSING EXHIBIT 'C' AND CONTAINS NO GEOMETRIC DATA FOR PLOTTING AND IS NOT SHOWN)**
9	ITEM 9	PROPERTY IS SUBJECT TO ALL MATTERS AS SET FORTH IN TEMPORARY DRAINAGE AND CONSTRUCTION EASEMENT AGREEMENT, RECORDED FEBRUARY 19, 2014 AS 2014-0107255 OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 2) **(ITEM IS SHOWN HEREON)**

CURRENT RECORD DESCRIPTION OF THE SURVEYED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING THEREFROM, ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT.

EXCEPT THE PORTION DEDICATED TO PUBLIC ROAD WAY THROUGH THE DOCUMENT 2003-0873800 AND BRIEFLY DESCRIBED AS FOLLOWS

THE NORTH 55 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THAT PORTION OF THE PARCEL DESCRIBED IN THE MARICOPA COUNTY RECORDERS OFFICE DOCUMENT NO. 87-404083 LOCATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID SECTION 17 AND LYING NORTHERLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY LINE;

LINE DESCRIPTION:

COMMENCING AT A REBAR MARKING THE CENTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, FROM WHICH A STONE, AS PER GLO NOTES, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, BEARS NORTH 00° 33' 00" EAST, 2645.16 FEET;

THENCE SOUTH 89° 23' 38" EAST, 669.26 FEET TO THE **POINT OF BEGINNING**; BEING ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4508.66 FEET, AND A CENTRAL ANGLE OF 6° 09' 39", SAID CURVE BEING CONCENTRIC WITH AND 75.00 FEET EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD AS SHOWN ON THE UNRECORDED RECORD OF SURVEY PREPARED FOR THE CITY OF PEORIA, BY TBE GROUP, INC., PROJECT "LAKE PLEASANT PARKWAY", AND SEALED ON JANUARY 08, 2001;

THENCE 484.80 FEET ALONG SAID CONCENTRIC NON-TANGENT CURVE WHO'S RADIUS BEARS SOUTH 71° 23' 40" EAST;

THENCE NORTH 24° 45' 59" EAST, 1877.96 FEET ALONG A LINE PARALLEL WITH AND 75.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE SAID EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD;

THENCE SOUTH 65° 14' 01" EAST, 20.00 FEET TO A LINE PARALLEL WITH AND 95.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD;

THENCE NORTH 24° 45' 59" EAST, 464.47 FEET ALONG SAID LINE PARALLEL WITH AND 95.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD, TO THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID SECTION 17;

THENCE SOUTH 89° 06' 45" EAST, 18.96 FEET ALONG SAID SOUTH LINE, TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD BEING A LINE PARALLEL WITH AND 40.00 FEET MEASURED PERPENDICULAR SOUTHEASTERLY TO THE PROPOSED PINNACLE PEAK ROAD CENTERLINE;

THENCE SOUTH 75° 14' 01" EAST, 7.67 FEET ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, TO A CONCENTRIC TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 25° 10' 02";

THENCE 281.12 FEET ALONG SAID CONCENTRIC TANGENT CURVE, CONTINUING ALONG SAID PROPOSED 40.00 FEET SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD;

THENCE NORTH 79° 35' 52" EAST, 41.54 FEET CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD TO THE POINT OF TERMINATION ON SAID SOUTH LINE OF THE NORTH 55.00 FEET OF SECTION 17;

THENCE, CONTINUING FOR A MONUMENT TIE, NORTH 79° 35' 52" EAST, 21.27 FEET CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD TO A CONCENTRIC TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 11° 17' 18";

THENCE 110.33 FEET ALONG SAID CONCENTRIC TANGENT CURVE, CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, BEING ON THE EXISTING 40 FOOT RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, AS DESCRIBED IN DOCKET 11923, PAGE 1096, M.C.R., ALSO BEING THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SECTION 17;

THENCE NORTH 00° 53' 15" EAST, 40.00 FEET TO THE NORTH LINE OF SAID SECTION 17, FROM WHICH A BRASS CAP IN HAND HOLE, MARKING THE NORTHEAST CORNER OF SAID SECTION 17, BEARS SOUTH 89° 06' 45" EAST, 287.64 FEET, AND FROM WHICH A STONE, AS PER GLO NOTES, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, BEARS NORTH 89° 06' 45" WEST, 2299.81 FEET:

PARCEL NO. 2

THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPTING AND RESERVING TO THE UNITED STATES OF AMERICA ALL OIL, GAS AND OTHER MINERALS IN PATENT RECORDED IN DOCKET 3194, PAGE 174.

BASIS OF BEARING

BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID BEARING BEING:

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

SHEET INDEX

1 COVER, NOTES, SCHEDULE 'B' ITEMS
2 SITE DETAIL & EASEMENTS

* SURVEYOR'S CERTIFICATION IS SUBJECT TO A LIMITATION OF LIABILITY. THE ENTITIES LISTED BELOW AND THE GENERAL PUBLIC ARE ON NOTICE THAT THIS ALTA/ACSM LAND TITLE SURVEY IS SUBJECT TO A LIMITATION OF LIABILITY NOT TO EXCEED THE PRICE OF THE ORIGINAL PROPOSAL DATED APRIL 30, 2014 BETWEEN BOWMAN CONSULTING GROUP, LTD., A VIRGINIA CORPORATION AND WOODSIDE HOMES OF ARIZONA. BY RELIANCE THE ACCEPTANCE OF THESE TERMS IS EFFECTUATED. COPIES OF THE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST.

SURVEYOR'S CERTIFICATE

TO: WOODSIDE HOMES SALES AZ, LLC, A DELAWARE LIMITED LIABILITY COMPANY
PRESBYTERY OF GRAND CANYON, AN ARIZONA CORPORATION AS TO PARCEL NO. 1 AND PRESBYTERY OF GRAND CANYON CORPORATION, AN ARIZONA NONPROFIT CORPORATION AS TO PARCEL NO. 2
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 7(A), 8, 9, 10(A), 11 (A), 13, 16 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 5/22/14.

[redacted] 06/10/14

DOUGLAS B. TONEY R.L.S. #55030 DATE
DTONEY@BOWMANCG.COM

Bowman CONSULTING
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1295 W Washington Street, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

[redacted]

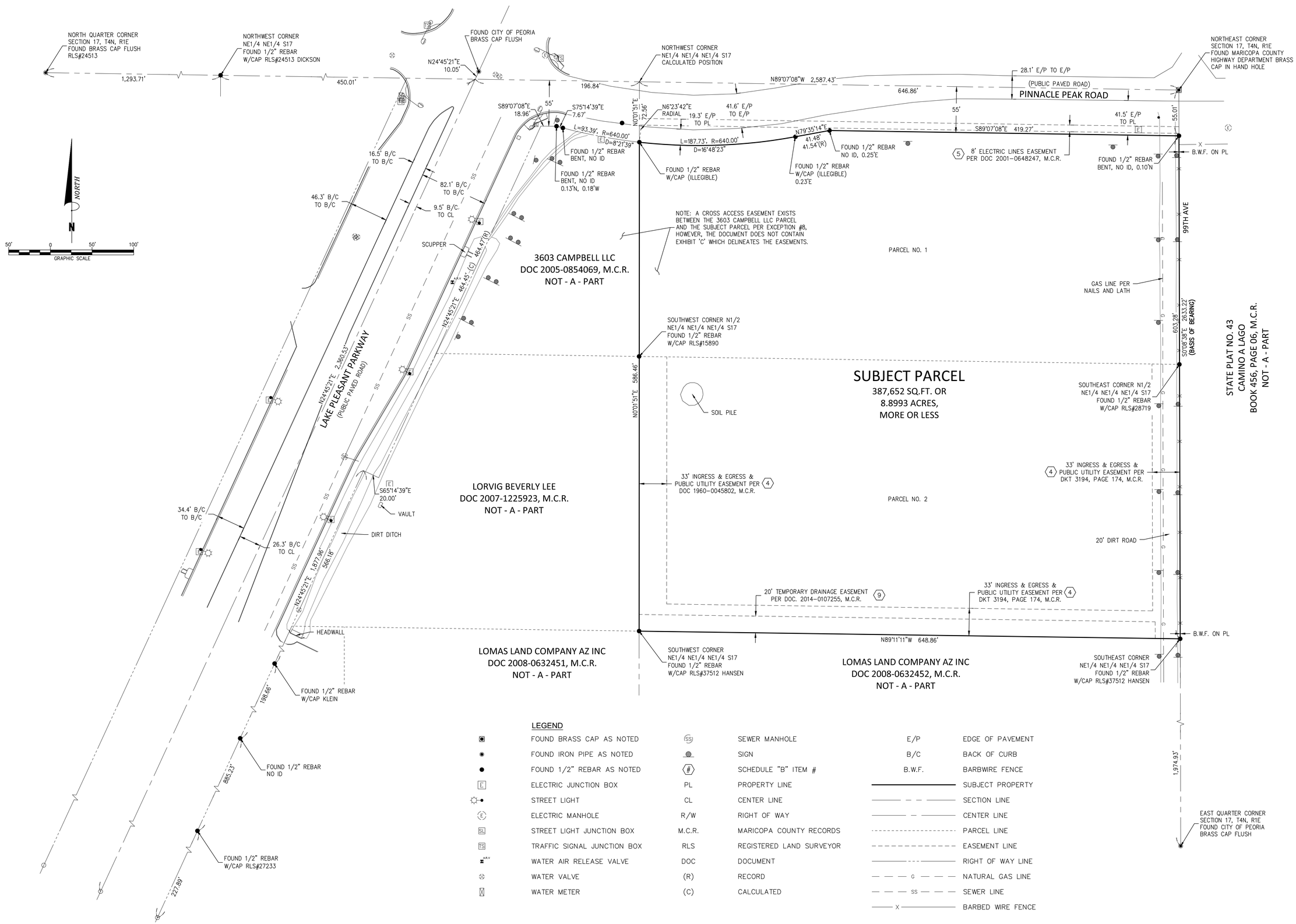
ALTA/ACSM LAND TITLE SURVEY
SUNSET RANCH II, PARCEL J
PEORIA, ARIZONA

DATE	REVISION

© Bowman Consulting Group, Ltd.

DATE: 06-10-14
PROJ NO: 9620-01
TASK NUM: 006
DRAWN BY: AG
CHECKED: DT
QUALITY: DT
CLIENT NO:
SCALE N.T.S.

File: P:\9620 - Sunset Ranch II\9620-01-009 (9.80) - Parcel J\Survey\Legal Boundary\9620-01-009 ALTA-TOPO.dwg Plotted: Jun 11, 2014



LEGEND

	FOUND BRASS CAP AS NOTED		SEWER MANHOLE	E/P	EDGE OF PAVEMENT
	FOUND IRON PIPE AS NOTED		SIGN	B/C	BACK OF CURB
	FOUND 1/2" REBAR AS NOTED	#	SCHEDULE "B" ITEM #	B.W.F.	BARBWIRE FENCE
E	ELECTRIC JUNCTION BOX	PL	PROPERTY LINE		SUBJECT PROPERTY
	STREET LIGHT	CL	CENTER LINE		SECTION LINE
E	ELECTRIC MANHOLE	R/W	RIGHT OF WAY		CENTER LINE
SL	STREET LIGHT JUNCTION BOX	M.C.R.	MARICOPA COUNTY RECORDS		PARCEL LINE
TS	TRAFFIC SIGNAL JUNCTION BOX	RLS	REGISTERED LAND SURVEYOR		EASEMENT LINE
A.R.V.	WATER AIR RELEASE VALVE	DOC	DOCUMENT		RIGHT OF WAY LINE
	WATER VALVE	(R)	RECORD	G	NATURAL GAS LINE
	WATER METER	(C)	CALCULATED	SS	SEWER LINE
				X	BARBED WIRE FENCE

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ALTA/ACSM LAND TITLE SURVEY
SUNSET RANCH II, PARCEL J
PEORIA, ARIZONA

REVISION	DATE

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DATE: 06-10-14
PROJ NO: 9620-01
TASK NUM: 006
DRAWN BY: AG
CHECKED: DT
QUALITY: DT
CLIENT NO:
SCALE 1" = 50'

File: P:\9620 - Sunset Ranch II\9620-01-009 (9681) - Parcel J\Survey\Topo Boundary\9620-01-009 ALTA-TOPO.dwg Plotted: Jun 11, 2014

CONCEPTUAL LANDSCAPE PLAN/STANDARDS & WALL DETAILS

EXHIBIT 12

PLOTTED: ELGORDEN ON 11/10/2014 AT 04:51 PM
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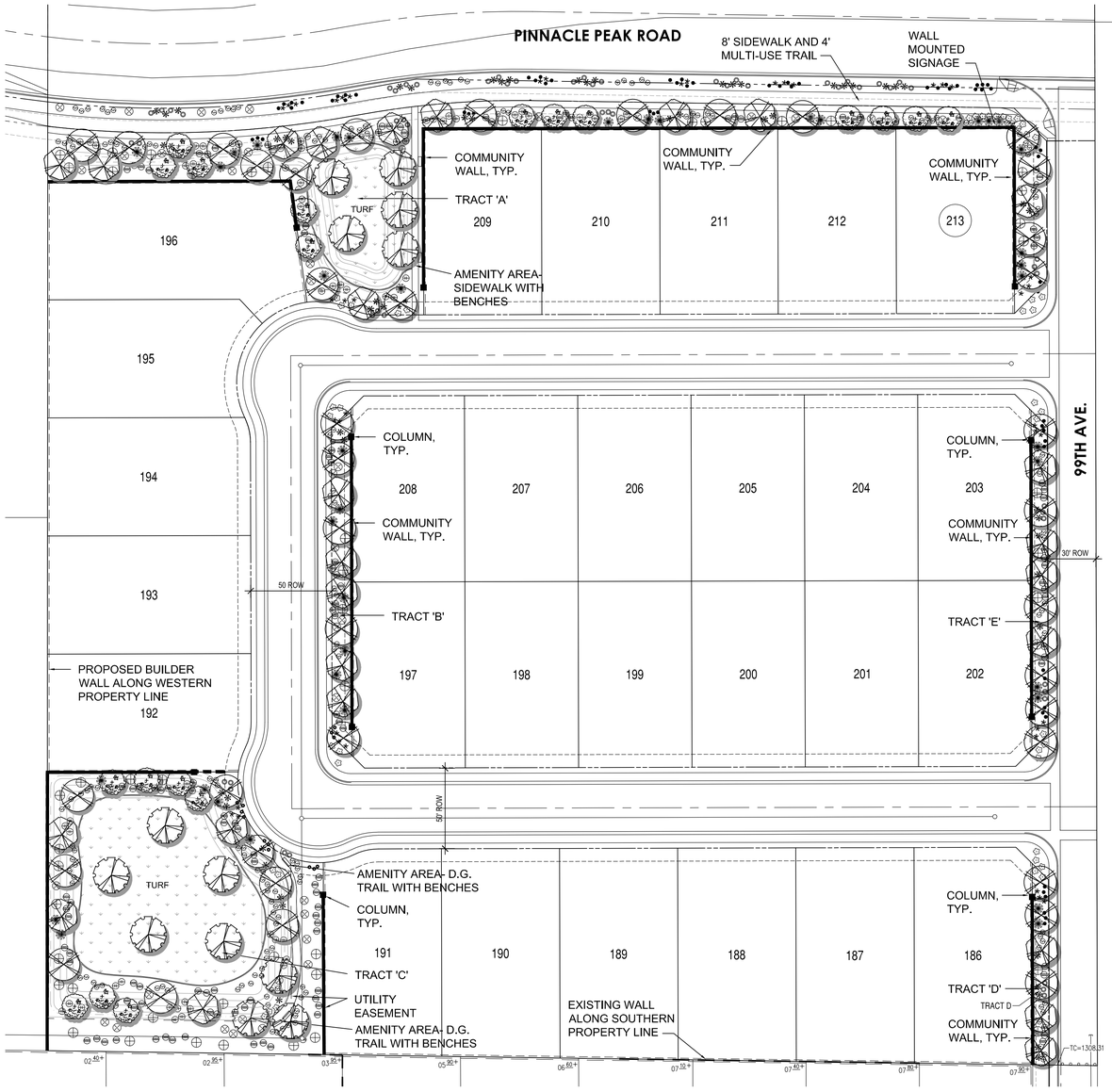
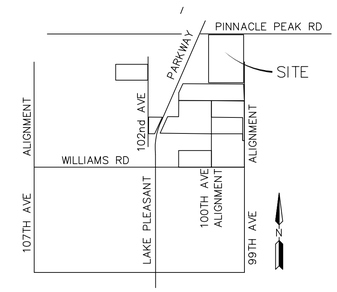
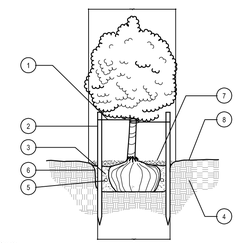




VICINITY MAP
NOT TO SCALE

KEYNOTES:

1. 2 STRAND TWISTED 12 GA. GALV. WIRE ENCASED IN 1/2" DIA. RUBBER HOSE
2. (2) HARDWOOD TREE (LENGTH AS REQ'D) STAKES DRIVEN OUTSIDE ROOTBALL INTO SUBGRADE (18" MIN.) PRIOR TO BACKFILLING TIE TO FIRST BRANCHES & AS NECESSARY FOR FIRM SUPPORT.
3. BACKFILL W/ SPECIFIED SOIL MIX. WATER & TAMP TO REMOVE AIR POCKETS REFER TO SPECS.
4. SUBSOIL
5. PLANT TABS PER SPECS.
6. SCARIFY SIDES OF PLANTING HOLE TO PREVENT GLAZING
7. DECOMPOSED GRANITE AT MIN. 2" DEPTH. COLOR AND SIZE NOTED ON SHEET L-1. NO DECOMPOSED GRANITE TO BE USED IN TURF AREAS.
8. FINISH GRADE



NOTES:

1. FOR MULTI-TRUNK TREES - TIE AT LEAST 2 LARGEST TRUNKS TO AT LEAST ONE STAKE.
2. 8" HIGH ARBOR GUARD TO BE PLACED AROUND TRUNK OF TREES LOCATED IN TURF AREAS.
3. TOP OF ROOT BALL AND WELL TO BE 4" BELOW FINISH GRADE.
4. PAINT CUTS OVER 1" DIA.
5. WIRE SHALL NOT TOUCH OR RUB ADJACENT TRUNKS OR BRANCHES.
6. TREE TRUNK GUARDS REQUIRED FOR TREES WITHIN TURF.

A TREE PLANTING
NOT TO SCALE

SITE DATA

GROSS AREA:	426,670 S.F.
NET AREA:	378,151 S.F.
OPEN SPACE:	54,625 S.F.
OPEN SPACE:	12.80%

NORTH

0 40' 80' 120'

SCALE: 1" = 40'-0"

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	TREES		
	ACACIA SALICINA	WILLOW ACACIA	15 GAL.
	DALBERGIA SISSOO	SISSOO TREE	24" BOX
	PARKINSONIA PRAECOX	PALO BREA	15 GAL.
	PARKINSONIA PRAECOX	PALO BREA	24" BOX
	SHRUBS		
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GAL.
	ENCELIA FARINOSA	BRITTLEBUSH	5 GAL.
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD	5 GAL.
	MALEPHORA LUTEA	VALENTINE BUSH	5 GAL.
	RUELLIA PENINSULARIS	BAJA RUELLIA	5 GAL.
	ACCENTS		
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.
	AGAVE GEMNIFLORA	TWIN-FLOWERED AGAVE	5 GAL.
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.
	GROUNDCOVER		
	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL.
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	1 GAL.
	LANTANA "NEW GOLD"	NEW GOLD LANTANA	1 GAL.
	RUELLIA BRITTONIANA 'KATIE'	KATIE RUELLIA	1 GAL.
	BERMUDA GRASS	HYDROSEED	
	INERT GROUNDCOVER		
2	DECOMPOSED GRANITE	MADISON GOLD	3/4" MINUS
	CONCRETE HEADER	6" WIDE	

PRELIMINARY LANDSCAPE NOTES

PLANTING

THE SITE WILL BE LANDSCAPED IN ACCORDANCE WITH THE CITY OF PEORIA STANDARDS. ALL TREES AND SHRUBS ARE TO BE STAKED AND PLANTED IN ACCORDANCE WITH THE ARIZONA NURSERY ASSOCIATION PUBLISHED STANDARDS.

SIZES OF TREES AND SHRUBS WILL CORRESPOND WITH REQUIREMENTS SET BY THE CITY OF PEORIA. ALL PLANTING AREAS WILL RECEIVE A 2" DEPTH OF DECOMPOSED GRANITE AND SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE.

IRRIGATION

THE IRRIGATION SYSTEM WILL CONSIST OF DRIP EMITTERS AND PRESSURE REGULATORS CONNECTED TO AUTOMATIC VALVES AND WILL BE TIED INTO AUTOMATIC CONTROLLERS AS REQUIRED. THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.

SINGLE - FAMILY PRELIMINARY PLAT PLANTING DATA SHEET

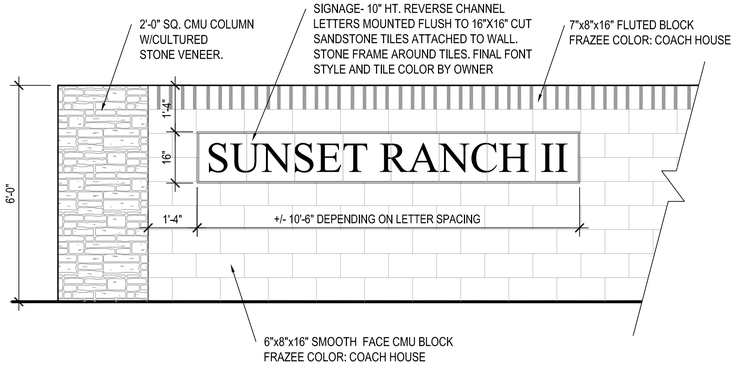
		REQUIRED	PROVIDED
A.	**ON-SITE LANDSCAPE AREAS [14-35-4.A.1]**		
	1. ADJACENT TO ARTERIAL STREETS (10 FEET)	N/A	N/A
	2. ADJACENT TO COLLECTOR STREETS (8 FEET)** (623 L.F.)	4,984 S.F.	4,984 S.F.
	3. ADJACENT TO LOCAL STREETS (8 FEET)** (885 L.F.)	7,080 S.F.	7,080 S.F.
	****REQUIREMENT APPLIED ALONG LOT SIDE AND REAR FRONTAGE AREAS**		
B.	**REQUIRED DRAINAGE RETENTION / DETENTION AREAS [14-35-4.A.6]**	0 S.F.	0 S.F.
C.	**USEABLE OPEN SPACE AREAS [DESIGN REVIEW MANUAL 20-70-12.C: > 20 LOTS]**		
	1. LOTS LESS THAN 10,000 SQUARE FEET (9% OF GROSS PROJECT AREA)	38,400 S.F.	43,505 S.F.
	2. LOTS 10,000 - 18,000 SQUARE FEET (7% OF GROSS PROJECT AREA)	N/A	N/A
	2. LOTS GREATER THAN 18,000 SQUARE FEET (5% OF GROSS PROJECT AREA)	N/A	N/A

PLANT QUANTITIES	REQUIRED	PROVIDED
STREET FRONTAGE LANDSCAPE AREAS [14-35-4.A.2]		
D. TREES: 1 PER 25 LIN. FT. OF STREET FRONTAGE (8' OR 10' BUFFER + ROW) (WILLIAMS RD. 1,508')	60 TREES	60 TREES
E. SHRUBS: 5 PER 25 LIN. FT. OF STREET FRONTAGE (8' OR 10' BUFFER + ROW)	300 SHRUBS	330 SHRUBS
DRAINAGE RETENTION / DETENTION + USEABLE OPEN SPACE AREAS [14-35-4-A.1]		
F. TREES: 1 PER 1000 SQ. FT.	38 TREES	38 TREES
G. SHRUBS: 5 PER 1000 SQ. FT.	190 SHRUBS	250 SHRUBS
NOTE: USEABLE OPEN SPACE AREAS MAY OCCUPY THE SAME AREAS AS DRAINAGE (I.E. IMPROVED RETENTION BASINS)		
SPECIAL PLANTING REQUIREMENTS (PAD, ZONING, ETC)	N/A	N/A

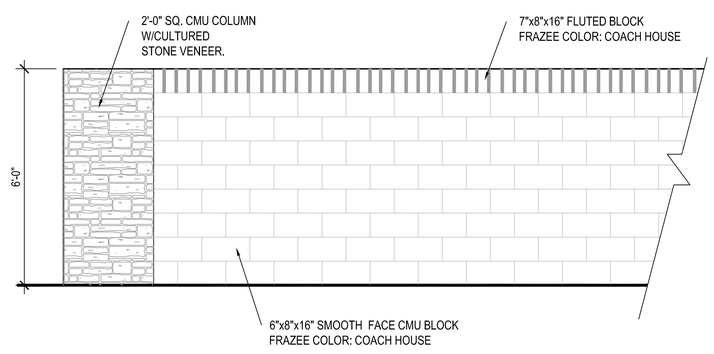
TOTALS	REQUIRED	PROVIDED
TOTAL LANDSCAPE AREAS (A + B + C)	50,464 S.F.	55,569 S.F.
TOTAL USEABLE OPEN SPACE PERCENT	9%	10.2%
TOTAL TREES (D + F)	98 TREES	98 TREES
TOTAL 24" BOX TREES (50% OF TOTAL REQUIRED TREES)	49 TREES	49 TREES
TOTAL SHRUBS (E + G)	490 SHRUBS	580 SHRUBS

GENERAL NOTES

1. TURF (LAWN) IS LIMITED TO A MAXIMUM OF 20% OF THE SITE AREA.
2. A DEVELOPMENT MAY SUBSTITUTE A 36" BOX OR LARGER TREE IN PLACE OF A 15 GALLON TREE AT A SUBSTITUTION RATE OF 1.5 TREES FOR EVERY REQUIRED (15) GALLON TREE.
3. ALL LANDSCAPED AREAS SHALL BE SUPPORTED BY AN AUTOMATIC IRRIGATION SYSTEM WHICH MAY BE SPRAY, FLOOD OR DRIP SYSTEM.
4. PLANT MATERIALS UTILIZED IN LANDSCAPED AREAS IN THE ROW MUST BE INCLUDED ON THE MOST RECENT EDITION OF THE PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE/DROUGHT TOLERANT PLANT LIST.
5. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY (LANDSCAPING WITHIN ROW WILL COUNT TOWARDS STREET FRONTAGE BUFFER PLANTING REQUIREMENTS).
6. A 3 FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS SHALL BE INSTALLED THAT WILL ENCROACH WHEN MATURE.



A ENTRY MONUMENTATION
SCALE: 1/2" = 1'-0"



B COMMUNITY WALL ELEVATION
SCALE: 1/2" = 1'-0"

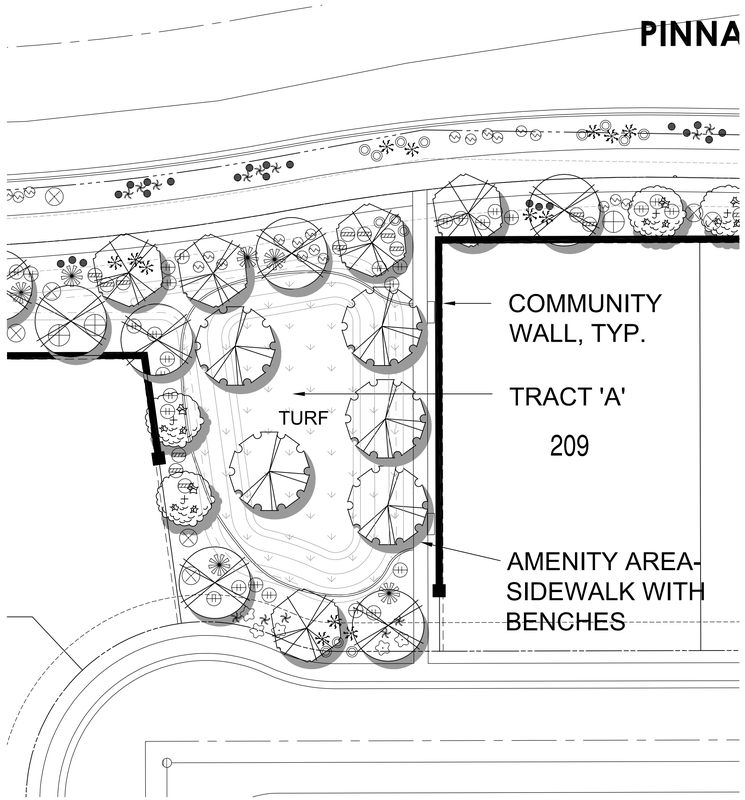
PINNACLE DESIGN, INC
1048 N. 44th Street
Suite 200 ◢ Phoenix, AZ 85008
Ofc:(602)952-8585 ◢ Fax:952-8686

[redacted]

PRELIMINARY LANDSCAPE PLAN:
SUNSET RANCH II - PARCEL J
Peoria, AZ.
THIS EXHIBIT IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL CONSTRUCTION DOCUMENTS

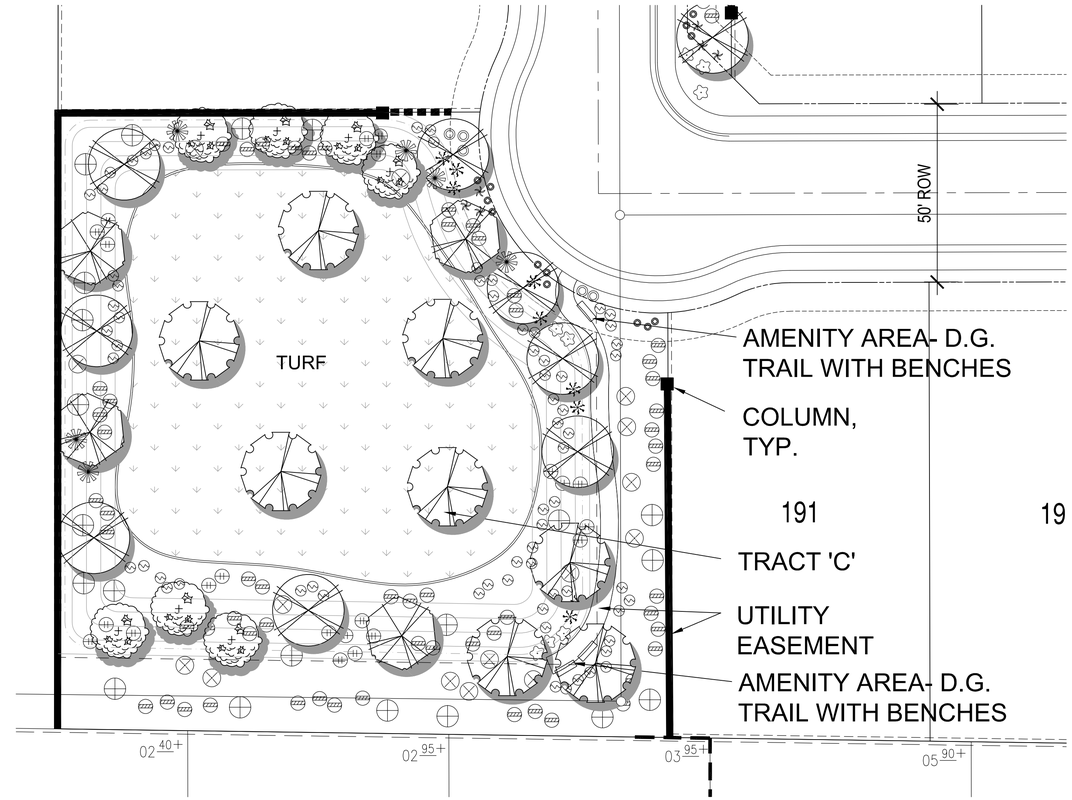
Drawn By:	EL
Job No:	14041
Date:	8.25.14

PLOTTED: ELORDEN ON 11/10/2014 AT 04:52 PM
THIS DRAWING AND ANY ELECTRONIC MEDIA IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF PINNACLE DESIGN, INC. WHETHER THE PROJECT FOR WHICH THIS DRAWING IS MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY THE OWNER ON OTHER PROJECTS OR EXTENSIONS OF THIS PROJECT EXCEPT BY WRITTEN AGREEMENT AND/OR APPROPRIATE COMPENSATION TO PINNACLE DESIGN, INC. COPYRIGHT © 2012 PINNACLE DESIGN, INC.



A TRACT 'A' - NORTH AMENITY

NTS



B TRACT 'C' - SOUTH AMENITY

NTS

NORTH

0 20' 40' 60'

SCALE: 1" = 20'-0"

PINNACLE DESIGN, INC
1048 N. 44th Street
Suite 200 ◢ Phoenix, AZ 85008
Ofc:(602)952-8585 ◢ Fax:952-8686

Peoria, AZ.

AMENITY ENLARGEMENTS:

SUNSET RANCH II - PARCEL J

THIS EXHIBIT IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL CONSTRUCTION DOCUMENTS

Drawn By:	EL
Job No:	14041
Date:	8.25.14

PL2 of 2

SUNSET RANCH II
PARCEL J

Public Participation Report

SWC of Pinnacle Peak Road and 99th Avenue
Peoria, Arizona

75 ± Acres
222 Lots of which Parcel J is 28 lots

Submitted by:

Woodside Encore at Sunset Ranch, LLC
1811 South Alma School Road
Suite 190
Mesa, Arizona 85210
P: 480.755.0801
F: 480.755.0802

Z14-0009-December 3, 2014

Notice of Neighborhood Meeting

November 12, 2014

Dear Neighbor,

You are cordially invited to a neighborhood meeting regarding a proposed Minor General Plan Amendment and Rezoning in your area.

The property is approximately 9.80 acres and located on the southwest corner of Pinnacle Peak Road and 99th Avenue. We are requesting a zoning change from General Agricultural (AG) to PAD. This request is accompanied by a Minor General Plan Amendment that is requesting an alteration of the land use from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3.0 du/ac). This will allow for twenty-eight new residential home lots with lot sizes ranging from 8,000 square feet up to 11,596 square feet with a maximum density of 2.86 dwelling units per acre.

A neighborhood meeting will be held at the time and place listed below to discuss the proposed General Plan Amendment and Rezoning and answer any questions you may have.

The neighborhood meeting will be held:

Tuesday, December 2, 2014
6:00 pm-7:00 pm
Sunrise Mountain Library, Community Room
21109 N 98th Ave Peoria, AZ 85382

If you have any questions regarding this Proposed General Plan Amendment and Rezoning, please contact Shelby Duplessis at Bowman Consulting Group (623) 299-8981.

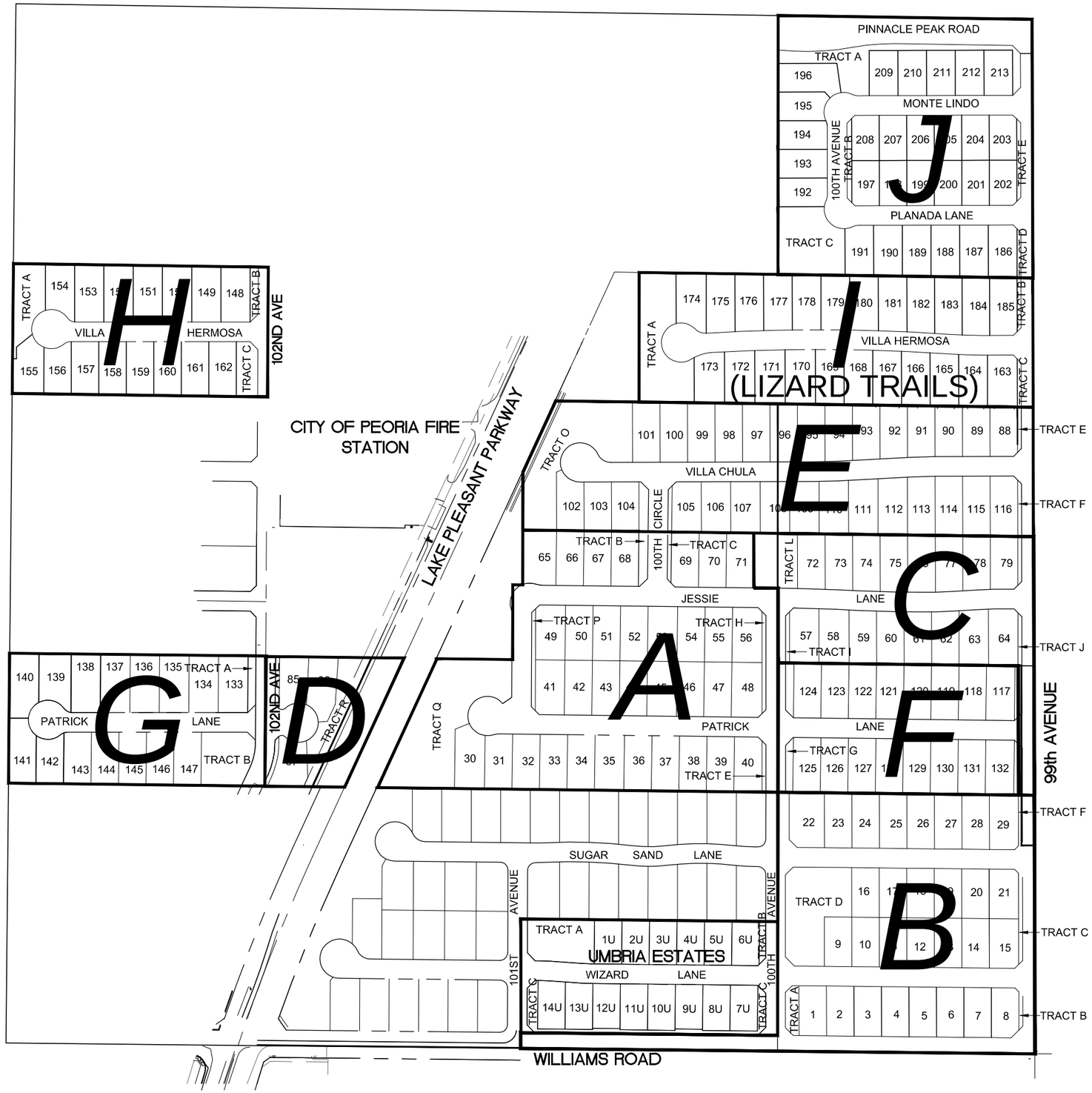
Attachment: Project site map (refer to Parcel J only)

Sincerely,

[redacted]

Shelby JM Duplessis, PE, LEED AP
Senior Project Manager

14100 N 83rd Avenue, Suite 250, Peoria, Arizona 85381
p: 480.629.8830 | f: 480.629.8841
www.bowmanconsulting.com



SUNSET RANCH II

PEORIA, ARIZONA

EXHIBIT 4 - PRELIMINARY DEVELOPMENT PLAN

Bowman CONSULTING
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com

JOB #	9620
DATE	09.04.14
SCALE	N.T.S.
DRAWN	CRS
SHT 1 OF 1	

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg 09/04/2014

Notice of Neighborhood Meeting

November 12, 2014

Dear Neighbor,

You are cordially invited to a neighborhood meeting regarding a proposed Minor General Plan Amendment and Rezoning in your area.

The property is approximately 9.80 acres and located on the southwest corner of Pinnacle Peak Road and 99th Avenue. We are requesting a zoning change from General Agricultural (AG) to PAD. This request is accompanied by a Minor General Plan Amendment that is requesting an alteration of the land use from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3.0 du/ac). This will allow for twenty-eight new residential home lots with lot sizes ranging from 8,000 square feet up to 11,596 square feet with a maximum density of 2.86 dwelling units per acre.

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Senior Project Manager

14100 N 83rd Avenue, Suite 250, Peoria, Arizona 85381
p: 480.629.8830 | f: 480.629.8841
www.bowmanconsulting.com

SUNSET RANCH II PARCEL J
Neighborhood Meeting Sign-In Sheet

Tuesday, December 2, 2014
Sunrise Mountain Library
21109 N 98th Ave., Peoria, Az 85382

NAME	ADDRESS	PHONE
Jim Heath	[redacted]	
Linda Fecke-Stadt		
Angelo Carmichael		

SUNSET RANCH II PARCEL J

NEIGHBORHOOD MEETING – December 2, 2014 6:00 pm

Present at meeting:

Shelby Duplessis – Bowman Consulting
Tracy Grewe-Bowman Consulting
Rick Williams – City of Peoria
Cody Gleason-City of Peoria
Mara Oda – Woodside Homes

3 residents attended

James Heath
Linra Fecke-Stoudt
Angela Carmitchel – Community Southwest

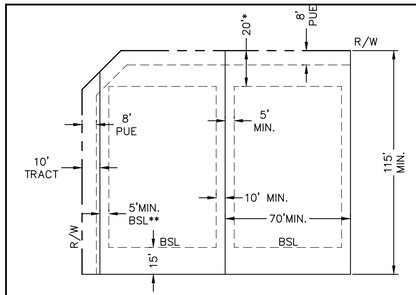
Concerns/Responses:

- What was going to be developed at intersection of 99th Avenue and Pinnacle Peak Road – for example a street light, dirt road to remain etc? - It was explained that there would be a stop sign put in at that intersection and 99th Ave would be paved.
- Concerns about the density of the new project. Two neighbors would prefer larger lot sizes along Pinnacle Peak Road. Mr. Heath and Ms. Fecke-Stoudt do not support the proposed project. - It was explained that each individual Sunset Ranch II parcel retained individual ownership and were brought in separately, although we did try relentlessly to assemble all at once. Therefore during the initial development of each parcel there was not enough acreage to implement a mix of larger and smaller lot transitions like on the Meadows . That said the overall density for the project proposed matches the surrounding areas especially with immediate contact with commercial existing and proposed to the west.
- Ms. Carmitchel asked about water and sewer extensions and where they would be located. She represents The Meadows. Shelby provided her a copy of the preliminary plat for her reference and explained that the 16" waterline would be extended up 99th Ave from its existing end to Pinnacle Peak Road and in Pinnacle Peak Road from the existing line in Lake Pleasant Parkway to 99th Avenue.

SUNSET RANCH II - PARCEL J
PRELIMINARY PLAT

99TH AVENUE AND PINNACLE PEAK ROAD
PEORIA, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



TYPICAL LOT DETAIL
NOT TO SCALE

*ALL FRONT YARD SETBACKS SHALL MEET THE REQUIREMENTS FOR R1-8 (PAD) ACCORDING TO THE CITY OF PEORIA ZONING ORDINANCE

**CORNER LOT, STREET SIDE SETBACK = 10 FT MIN. IF A 10 FT TRACT IS SHOWN AS ABOVE, THE LOT SHALL BE CONSIDERED AN INTERIOR LOT, WITH MINIMUM SIDE SETBACK = 5 FT. (15 FT TOTAL)

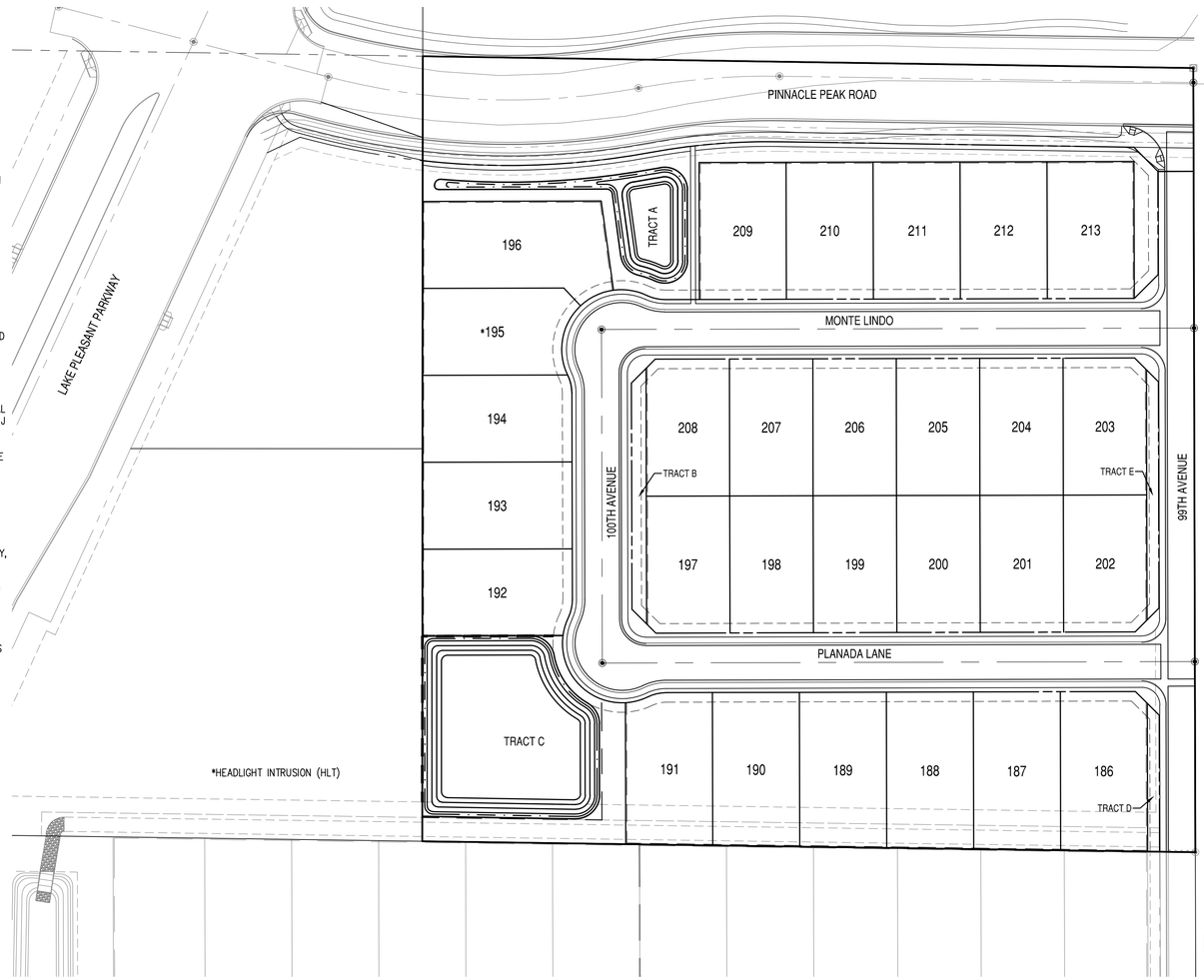
AVERAGE LOT AREA = 8,690 SF

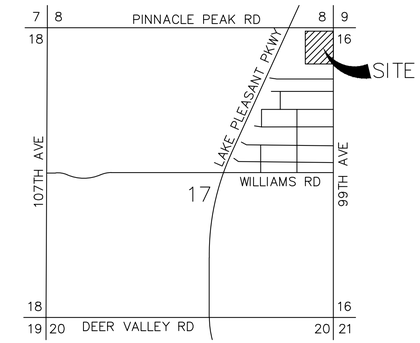
DEVELOPMENT NOTES

1. THE BOUNDARY AND TOPOGRAPHY SHOWN HEREON ARE BASED ON ALTA SURVEY PREPARED BY BOWMAN CONSULTING GROUP, 1295 WEST WASHINGTON STREET #108 TEMPE, AZ 85281, PHONE 480.629.8830.
2. ALL STREETS (ONSITE AND OFFSITE) ARE TO BE PUBLIC.
3. ALL SEWER AND WATER IMPROVEMENTS ARE TO BE PUBLIC
4. THE SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP PANELS 1235 OF 4425, DATED OCTOBER 16, 2013. A PORTION OF THIS MAP HAS BEEN INCLUDED IN A PRELIMINARY DRAINAGE REPORT PREPARED FOR THIS PROJECT BY BOWMAN CONSULTING.
5. THE PAVEMENT SECTIONS SHOWN HEREON ARE MINIMUM SECTIONS ONLY. THE SOILS ENGINEER SHALL CALCULATE THE REQUIRED PAVEMENT SECTIONS BASED ON SOIL TESTS TAKEN ON THE SUBGRADE. THE SOILS ENGINEER'S FINAL PAVEMENT SECTIONS SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
6. SUNSET J WILL BE ANNEXED INTO THE EXISTING SUNSET RANCH II HOMEOWNERS ASSOCIATION TO INCLUDE ALL PROPERTY OWNERS. THE ORIGINAL CC&RS FOR SUNSET RANCH II WILL BE AMENDED TO COVER SUNSET PARCEL J WHICH WILL BE RECORDED CONCURRENTLY WITH THE FINAL PLAT. THE HOMEOWNERS ASSOCIATION WILL BE DEEDED THE OPEN SPACE TRACTS AND SHALL BE RESPONSIBLE FOR ALL REQUIRED MAINTENANCE OF THE LANDSCAPE IMPROVEMENTS, DRAINAGE AND RETENTION IMPROVEMENTS WITHIN THESE TRACTS AS WELL AS THAT FOR ANY RECREATIONAL AMENITIES PROVIDED BY THE DEVELOPER.
7. THE SITE HAS BEEN CULTIVATED AS CROP AND/OR PASTURE LAND AND IRRIGATED FOR AGRICULTURAL PRODUCTION FOR MANY YEARS. WE DO NOT ANTICIPATE THAT ANY OF THE SITE VEGETATION WILL BE SALVAGED OR PROTECTED IN PLACE. NO PLANT INVENTORY, SALVAGE PLAN, PLANT NURSERY, OR OTHER SIMILAR OR RELATED FACILITIES ARE PROPOSED.
8. THE IMPROVEMENT PLANS FOR "SUNSET RANCH II" HAVE BEEN APPROVED AND THE FINAL PLAT HAS BEEN RECORDED. WE UNDERSTAND ALL IMPROVEMENTS ADJACENT TO PARCEL I OF SUNSET RANCH II HAVE BEEN COMPLETED PER THESE APPROVED PLANS.
9. ONSITE IMPROVEMENTS AS SHOWN HEREON SHALL INCLUDE RETENTION BASINS SUFFICIENT TO CONTAIN THE 100-YEAR, 2-HOUR RAINFALL EVENT. THE DEVELOPER SHALL PROVIDE THE CITY OF PEORIA DRAINAGE/RETENTION EASEMENTS OVER THESE BASINS TO ENSURE THAT THE CITY CAN MAINTAIN THESE FACILITIES SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROVIDE ADEQUATE MAINTENANCE.
10. ALL FINISHED FLOORS SHALL BE ADEQUATELY PROTECTED FROM THE 100-YEAR RAINFALL EVENT AS REQUIRED BY CITY AND COUNTY ORDINANCES.
11. ALL LIGHTING SHALL COMPLY WITH THE CITY'S LIGHTING ORDINANCE.
12. BASED ON THE EXTREMELY SMALL PEAK SEWER AND WATER FLOWS FOR THE SITE FOR AS SHOWN IN THE PROJECT DESIGN REPORTS (HEREBY MADE A PART OF THIS PRELIMINARY PLAT) IT IS NOT ANTICIPATED THAT THIS SITE ALONE WILL HAVE ANY MEANINGFUL IMPACT ON THE CITY'S INFRASTRUCTURE.

CITY OF PEORIA NOTES

1. ALL CUL-DE-SACS ARE 50' RADIUS.
2. LANDSCAPE AND WALL DETAILS ARE ON CONCEPTUAL LANDSCAPE PLAN.
3. ALL SIGHT VISIBILITY TRIANGLES PER PEORIA DETAIL PE-091 / 30 FT.
4. LANDSCAPE RETENTION TRACTS SHALL BE INSTALLED BY DEVELOPER AND MAINTAINED BY THE H.O.A. A MID WILL BE ESTABLISHED AND TAKE OVER MAINTENANCE IN THE EVENT THE H.O.A. FAILS.
5. DEVELOPMENT WITHIN THE PROJECT AREA SHALL CONFORM TO THE CITY OF PEORIA DESIGN REVIEW MANUAL.
6. FOR PUBLIC UTILITY EASEMENTS (PUE), PLEASE SEE TYPICAL LOT DETAIL ON THIS SHEET FOR TYPICAL LOCATIONS.





VICINTY MAP
N.T.S.

CIVIL ENGINEER

BOWMAN CONSULTING GROUP, LTD.
14100 NORTH 83RD AVENUE
SUITE 250
PEORIA, ARIZONA 85381
PHONE: 602.679.4438
CONTACT: SHELBY DUPLESSIS

OWNER/DEVELOPER

WOODSIDE ENCORE AT SUNSET RANCH, LLC
1811 SOUTH ALMA SCHOOL ROAD
SUITE 190
MESA, ARIZONA 85210
PHONE: 480.755.0801
CONTACT: HEATHER DAVENPORT

BENCHMARK

GDACS POINT 47554-1
THE NORTHWEST CORNER OF SECTION 17, T4N, R1E
MARICOPA COUNTY ENGINEERING DEPARTMENT BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF PINNACLE PEAK ROAD AND 99TH AVENUE
ELEVATION = 1313.05 (NAVD88 DATUM, CITY OF PEORIA DATA)
EQUATION = PLAN TO NAVD88 = ELEV + 1.99'

BASIS OF BEARING

BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID BEARING BEING:

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

ZONING

EXISTING: AG
PROPOSED: R1-8

SHEET INDEX

PP01 PRELIMINARY PLAT COVER SHEET
PP02 PRELIMINARY PLAT

SITE DATA		
GROSS AREA	426,670.80 SF	9.80 AC
NET AREA	378,151.10 SF	8.68 AC
LOT SUMMARY		
LOT TOTAL	28	
TOTAL LOT AREA	243,329.29 SF	5.59 AC
AVG. LOT AREA	8,690.33 SF	0.20 AC
MIN. LOT AREA	8,000.00 SF	0.18 AC
MAX LOT AREA	11,596.24 SF	0.27 AC
LOT %	57.03%	
PROPOSED DENSITY	2.86 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	54,625.34 SF	1.25 AC
OPEN SPACE %	12.80%	
RIGHT-OF-WAY SUMMARY		
RIGHT-OF-WAY AREA	128,716.17 SF	2.95 AC
RIGHT-OF-WAY %	30.17%	
RIGHT-OF-WAY LOCAL AREA	80,196.47 SF	1.84 AC
RIGHT-OF-WAY OFFSITE AREA	48,519.70 SF	1.11 AC

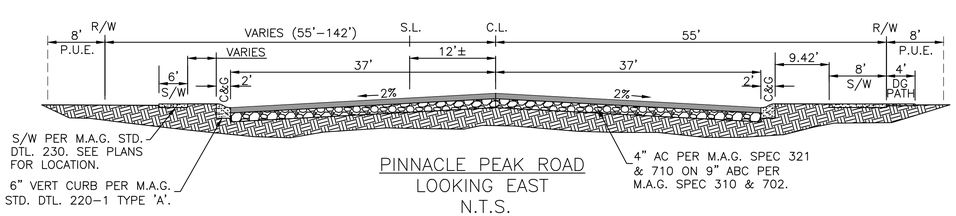
R1-8 DEVELOPMENT OPTION	
STANDARDS	PLANNED AREA DEVELOPMENT
MINIMUM LOT AREA (ACREAGE)	8,000 AC
MINIMUM LOT WIDTH (FT)	70'
MINIMUM LOT DEPTH (FT)	100'
MAXIMUM LOT COVERAGE (%)	45%
MAXIMUM BUILDING HEIGHT (FT)	30' (ORDINANCE 04-187)
FRONT SETBACK (FT) – SIDE-ENTRY GARAGE	10' (NOT MORE THAN 60% OF THE TOTAL FRONT-FACING ELEVATION SHALL OCCUR AT THE 10-FOOT SETBACK) (SIDE ENTRY GARAGES SHALL BE PROHIBITED ON CORNER LOTS)
FRONT SETBACK (FT) – FRONT-FACING GARAGE	20'
INTERIOR SETBACK (MIN/TOTAL FT)	5' (MIN.)/15' (TOTAL)
REAR SETBACK (FT)	15'
CORNER SETBACK (FT)	10'

KEY MAP
N.T.S.

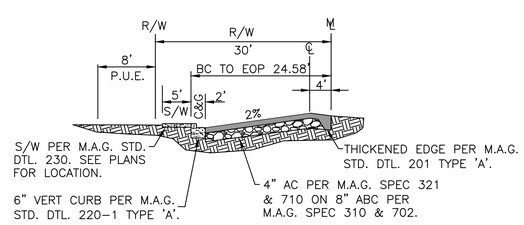
N

LEGEND

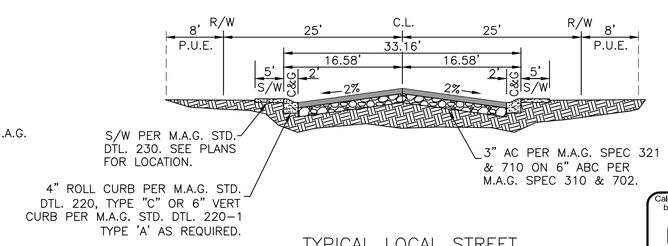
- CENTER LINE
- RIGHT-OF-WAY
- PUE
- SEWER MANHOLE
- FIRE HYDRANT
- DRAINAGE FLOW
- 1291 EXISTING CONTOUR



PINNACLE PEAK ROAD
LOOKING EAST
N.T.S.



99TH AVE
LOOKING NORTH
N.T.S.



TYPICAL LOCAL STREET
N.T.S.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING

Bowman Consulting Group, Ltd.
14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT COVER SHEET
SUNSET RANCH II - PARCEL J
MARICOPA COUNTY
PEORIA, ARIZONA

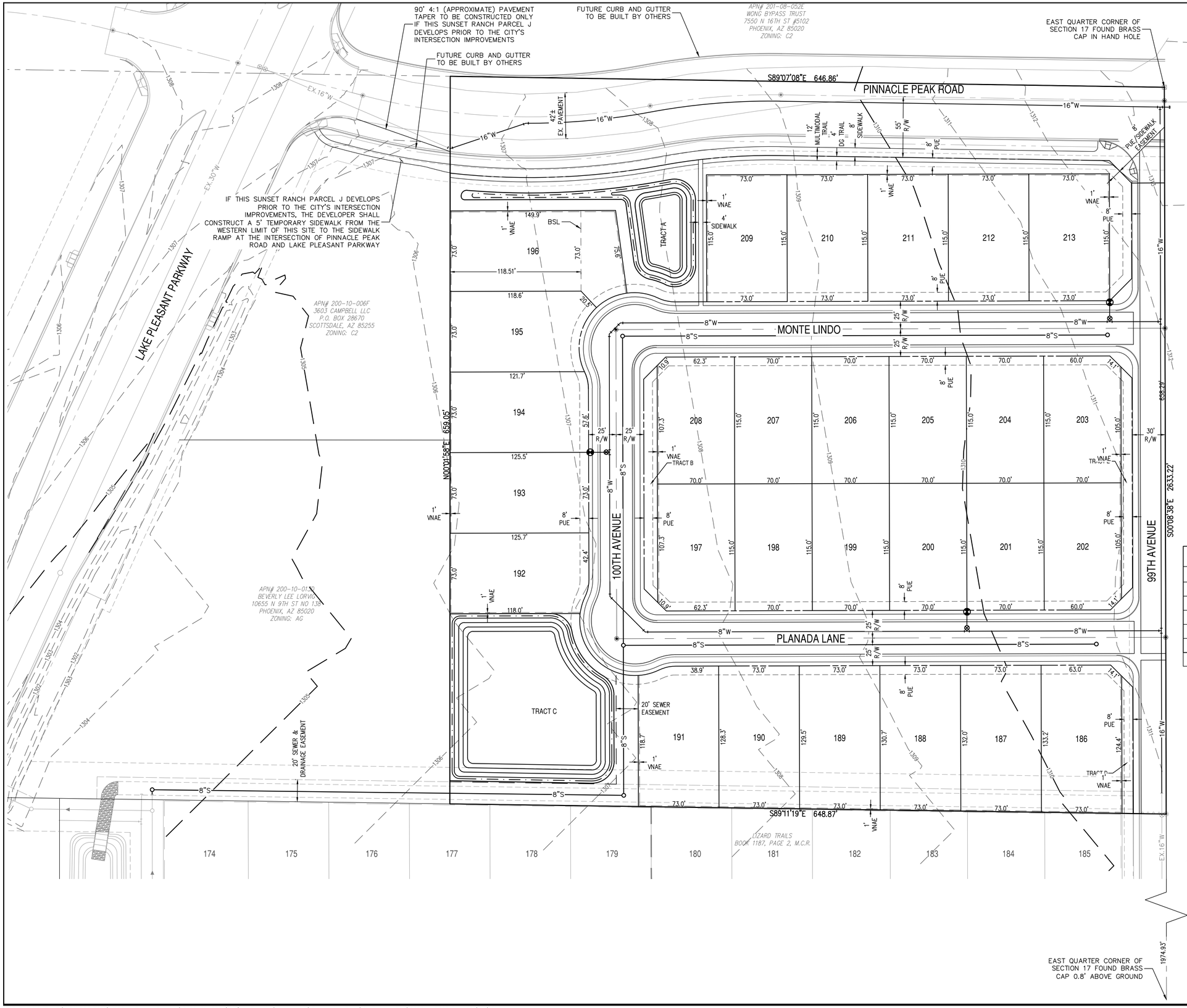
PROJECT NUMBER
[redacted]

PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: N.T.S. V: N.T.S.	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

PP01
SHEET 01 OF 02

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Engineering Plans\Preliminary Plat\9620 - PP01.dwg 10/24/2014



LOT AREA		
LOT #	AREA (S.F.)	AREA (AC)
186	9714.53	0.223
187	9675.69	0.222
188	9586.86	0.220
189	9498.02	0.218
190	9409.19	0.216
191	9178.63	0.211
192	9075.42	0.208
193	9171.54	0.211
194	9137.45	0.210
195	8870.50	0.204
196	11596.24	0.266
197	8020.11	0.184
198	8050.00	0.185
199	8050.00	0.185
200	8050.00	0.185
201	8050.00	0.185
202	8000.00	0.184
203	8000.00	0.184
204	8050.00	0.185
205	8050.00	0.185
206	8050.00	0.185
207	8050.00	0.185
208	8020.11	0.184
209	8395.00	0.193
210	8395.00	0.193
211	8395.00	0.193
212	8395.00	0.193
213	8395.00	0.193
TOTAL	243,329.29	5.590

TRACT AREA			
TRACT ID	TRACT USE	AREA (S.F.)	AREA (AC)
A	LANSCAPING, OPEN SPACE, PUE, RETENTION	21778.45	0.500
B	LANSCAPING, OPEN SPACE, PUE	2481.37	0.057
C	LANSCAPING, OPEN SPACE, PUE, RETENTION	27170.81	0.624
D	LANSCAPING, OPEN SPACE, PUE	1194.71	0.027
E	LANSCAPING, OPEN SPACE, PUE	2000.00	0.046
	TOTAL	54,625.34	1.254

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING
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4140 North Scottsdale Road Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8830
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT
SUNSET RANCH II - PARCEL J
PEORIA, ARIZONA
MARICOPA COUNTY

PROJECT NUMBER
[redacted]

PLAN STATUS

DATE	DESCRIPTION	
KE DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: 1" = 40' V: 1" = 40'	
JOB No. 9620-01-009		
DATE : SEPTEMBER 2014		

PP02
SHEET 02 OF 02

CAD FILE NAME: C:\NEW PROJECTS\9620 - Sunset Ranch II\9620-01-009 (ENG) - Parcel J\Engineering\Engineering Plans\Preliminary Plat\9620 - PP02.dwg 10/24/2014

Exhibit 3

ORDINANCE NO 2015-04

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM GENERAL AGRICULTURAL (AG) TO THE SUNSET RANCH PARCEL J PLANNED AREA DEVELOPMENT (PAD) RESIDENTIAL ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on January 15, 2015 in zoning case Z14-0009 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from the General Agricultural (AG) to the Sunset Ranch Parcel J Planned Area Development (PAD) as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on December 19, 2014; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby conditionally rezoned from General Agricultural (AG) to the Sunset Ranch Planned Area Development (PAD).

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the “Sunset Ranch Parcel J PAD” Standards and Guidelines Report dated November 10, 2014 and Conceptual Plans (Preliminary Plat) dated September, 2014.

2. The development shall be limited to 28 units.

3. The Developer shall provide an ALTA Survey reflecting existing boundary and recorded easements on the site with the Civil Improvement Plans.

4. A Final Drainage Report must be submitted with the improvement plans.
    - Note that the City of Peoria has adopted the Maricopa County Uniform Drainage Design Standards, Policies and Procedures and Drainage Design Manual for Maricopa County for drainage criteria. Retention must be provided for the 100-year, 2-hour storm.
    - Provide a drainage report addressing onsite & offsite flows. The drainage report shall take into effect the adjacent drainage ways.
    - If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
    - On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves. The volume shall be calculated based on the gross square footage of the site (including half-street areas). A drainage easement shall be recorded over each retention/detention area within the project for both “public” and “private” basins.

5. The developer shall construct a 16” waterline in 99th Avenue and Pinnacle Peak Road.

6. The Developer shall dedicate 55’ ROW (measured from the roadway centerline) along Pinnacle Peak Road along the frontage of the project.

7. The Developer shall dedicate 30’ ROW along the 99th Avenue frontage of the project.

8. All local streets within this project shall be a minimum 50’ of ROW.

9. The Developer shall dedicate an 8’ PUE outside of the required ROW. No walls or retention shall be allowed within the PUE.

10. The Developer shall construct the half-street for 99th Avenue along the frontage of the project.

11. The Developer shall construct the half-street for Pinnacle Peak Road along the frontage of the project, including pavement, curb, gutter, 8’ sidewalk, 4’ stabilized dg trail (this trail may overlap the PUE), and streetlights. If this project should develop before the City’s intersection improvement project, a pavement taper and a storm drain at the eastern end of the site will be required.

12. If this project develops prior to the east side of 99th Avenue, a flare-out will be necessary at the intersection to accommodate turning vehicles.

13. If this project develops prior to the City's intersection improvements, the Developer shall construct a 5' temporary sidewalk from the western limit of this site to the sidewalk ramp at the intersection of Pinnacle Peak/Lake Pleasant parkway.
14. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.

15. There are existing patent easements on the west and south sides of the development that must be abandoned in order to develop as shown on the conceptual plans. Prior to the City signing off on abandoning these patent easements and approving the final plat, the developer must obtain written statements from all of the utility companies in the vicinity, stating that they have no existing or planned facilities in the easements.

16. A 20' offsite sewer easement and a drainage easement are necessary across parcel 200-10-013D. It is the developer's responsibility to obtain these easements. These easements must be recorded prior to recordation of the Final Plat for this project.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 17th day of February, 2015.

_____

Cathy Carlat, Mayor

_____

Date Signed

Ordinance No. 2015-04
February 17, 2015

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: February 27 and March 6, 2015

Effective Date:

EXHIBIT A

Legal Description

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THAT PORTION DEDICATED AS PUBLIC ROADWAY IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17, BEING A CITY OF PEORIA BRASS CAP FLUSH, BEARS SOUTH 00°08'38" EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 55.01 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 603.28 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'11" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QU_ARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01'51" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 586.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PINNACLE PEAK ROAD, AS DESCRIBED IN SAID DOCUMENT NO. 2003-0873800, SAID POINT BEING THE

BEGINNING OF A NON- TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°23'42" EAST, A RADIAL DISTANCE OF 640.00 FEET;

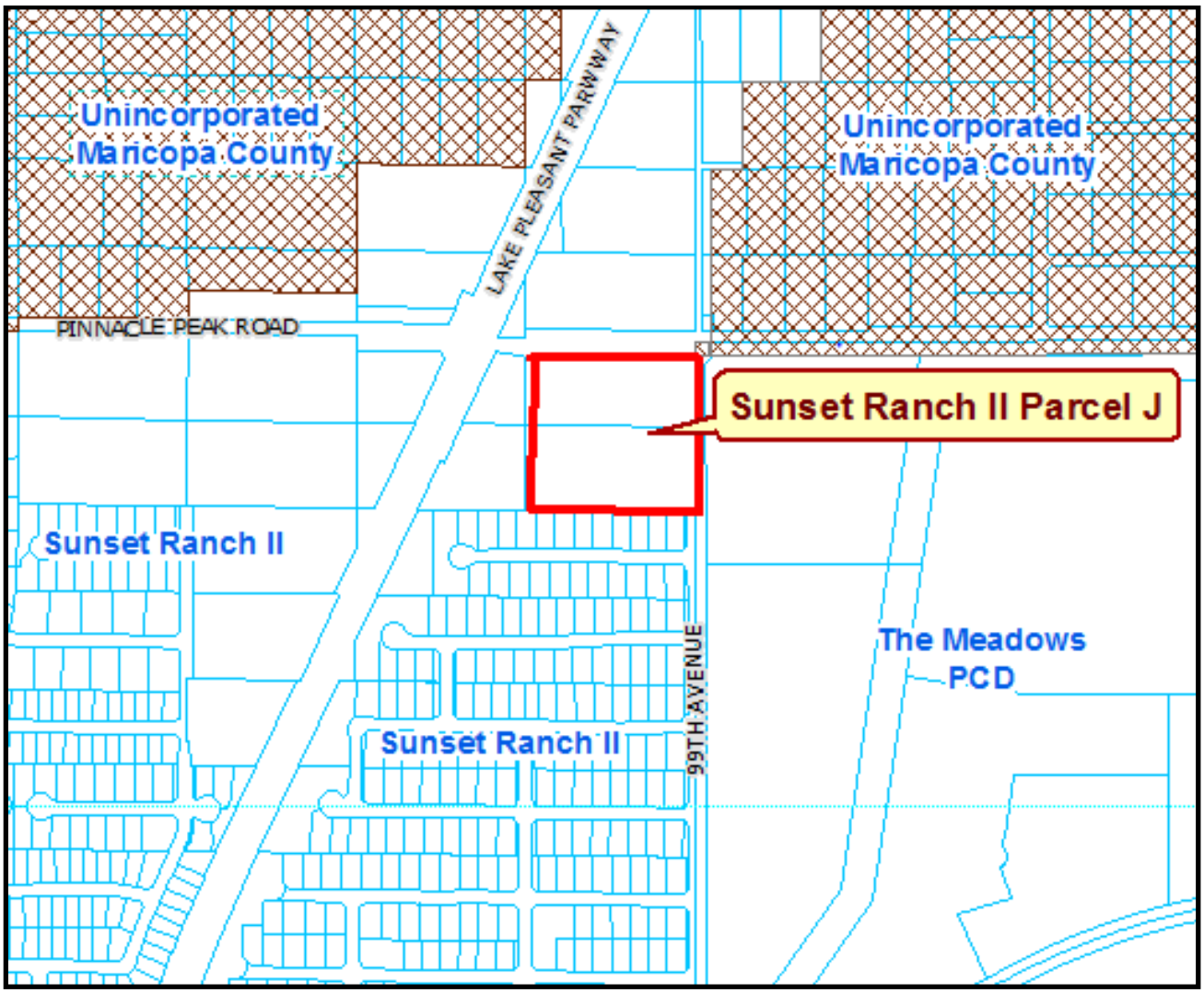
THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 16°48'23", AN ARC DISTANCE OF 187.73 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 79°35'14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 41.48 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07'08" EAST, ALONG SAID PARALLEL LINE AND RIGHT-OF-WAY, A DISTANCE OF 419.27 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 387,652 SQUARE FEET OR 8.8993 ACRES, MORE OR LESS.

EXHIBIT B
Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C

Date Prepared: January 22, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Case Z14-0008 – Calderwood Court Rezoning

Purpose:

This is a request for City Council to adopt an Ordinance rezoning approximately 2.1 acres of land from its current zoning district of General Agricultural (AG) to Single-Family Residential District (R1-18) in order to facilitate the development of 3 single-family custom home lots.

Background/Summary:

The site is approximately 2.1 acre is size and located one-half mile north of the northeast corner of 99th avenue and Jomax Road (Exhibit 1). The site abuts larger lots (1 acre+) and the Pleasant Valley development and is located across from Tierra del Rio. The subject property is currently vacant and undeveloped. The property was annexed into the City of Peoria in 1990; subsequently, the City Council adopted *Ordinance 90-23* establishing General Agricultural (AG) zoning on the site.

The applicant is requesting to rezone the property from General Agricultural (AG) to Single Family Residential (R1-18) in order to facilitate the development of three single-family custom home lots. The R1-18 zoning district requires lot sizes to be no smaller than 18,000 square feet in area with minimum lot widths and depths to be 90 feet and 100 feet, respectively. Through the accompanying Conceptual Development Plan (Exhibit F of Planning & Zoning Commission Report), the minimum lot size of this proposal is depicted to be 29,932 square feet and the maximum proposed lot size is 34,281 square feet, with an average lot size of 31,412 square feet. All lots meet or exceed the minimum lot sizes, widths and depths of the R1-18 Zoning district, and the proposed development is therefore consistent with the proposed zoning.

[c1]
The underlying General Plan land use designation for the property is Low Density Residential (2-5 du/ac, target 3.0 du/ac). The Low Density Residential land use designation denotes areas where detached, moderate-sized, single-family residential lots are desirable. The character of the proposed development is consistent with this designation. The proposed density of 1.4

units per acre, is below the target density of this designation and is considered compliant with the Land Use Element of the General Plan according to Section 14.G.

It is staff's assessment that the proposed Rezoning to R1-18 provides for an appropriate infill development and transition given the larger undeveloped lots to the north and the abutting smaller-lot Pleasant Valley development. Moreover, the proposed change in zoning will create a more compatible change in land use to the adjacent residential lots than the uses permitted under the current AG district, such as the commercial raising of livestock or dairy farming, which could occur today.

As a requirement of the Rezoning application process, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600 foot radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting. The neighborhood meeting was held at the LDS Church located at 9543 W. Jomax Road on December 2, 2014. As indicated in the Citizen Participation Report prepared by the applicant, there were a total of two property owners and one real-estate broker that attended the meeting and commented on the project. No opposition to the project was voiced at this meeting.

Previous Actions:

This proposed project has been subject to the City's Rezoning process according to Section 14-39-8 of the Peoria Zoning Ordinance. A public hearing was held for this item at the January 15, 2015 Planning & Zoning Commission Meeting. There were no speakers present in support or opposition to this proposal. The Planning & Zoning Commission unanimously recommended approval of this request with a **6-0** vote.

Options:

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

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's January 15, 2015 unanimous recommendation to approve Case Z14-0008 subject to Conditions 1-7 as provided in the attached Ordinance.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: January 15, 2015 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Ordinance

Contact Name and Number: Rick Williams, Planner, x7565

Z14-0008 Vicinity Map

Z14-0008: Calderwood Court

Applicant: Eduardo Pagan and Ruth Liljenquist

Request: To rezone approximately 2.1 acres of land from the General Agricultural (AG) Zoning District to theSingle-Family R1-18 Zoning District.

Location: One-half mile north of the NEC of 99th Avenue and Jomax

N

Not to Scale

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z14-0008

DATE: January 15, 2015

AGENDA ITEM: 8R

Applicant: Eduardo Pagan and Ruth Liljenquist

Request: Rezone approximately 2.1 gross acres of land from General Agricultural (AG) District to Single-Family Residential (R1-18) Zoning District.

Proposed Development: *Calderwood Court:* Rezone request for the development of three (3) single-family custom home lots.

Location: The property is located one-half mile north of the NEC of Jomax Road and 99th Avenue.

Site Acreage Approximately 2.1 acres.

Support / Opposition: As of the date of this printing, staff has not received any written or verbal support or opposition to the proposal.

Recommendation: Recommend **approval** of Case Z14-0008 to the City Council, subject to conditions.

AREA CONTEXT

Table 1: *Existing Land Use, General Plan Designation, Current Zoning. (Exhibits A, B & C)*

	Land Use	General Plan Designation	Zoning
Subject Property	**Vacant Undeveloped Land**	**Low Density Residential (2-5 du/ac, Target 3 du/ac)**	**General Agricultural (AG)**
North	Vacant Undeveloped Land	Low Density Residential (2-5 du/ac, Target 3 du/ac)	General Agricultural (AG)
South	Single-Family Residences	Low Density Residential (2-5 du/ac, Target 3 du/ac)	Residential Planned Area Development (PAD)
East	Pleasant Valley Single-Family Residences	Low Density Residential (2-5 du/ac, Target 3 du/ac)	Residential Planned Area Development (PAD)
West	99th Avenue, Tierra Del Rio Single-Family Residences	Low Density Residential (2-5 du/ac, Target 3 du/ac)	Residential Planned Area Development (PAD)

Exhibit 2

LAND USE BACKGROUND

Annexation and Initial Zoning

1. In November 1989, the property was annexed into the City of Peoria (Ord. 89-34). Pursuant to Arizona State Statute and the Peoria City Code, the City must assign City zoning to the annexed property following the official adoption of the annexation. Per State Statue, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation.

2. The subject property had a Maricopa County Rural-43 (minimum lot of 1-acre or 43,560 sf) District designation, which is "primarily intended to conserve and protect farms and other open land uses…" The closest City of Peoria zoning category to the County designation at that time was City of Peoria General Agricultural District (AG).

PROJECT DESCRIPTION

Site and Project Details

6. The site is approximately 2.1 acres is size and located one-half mile north of the northeast corner of 99th Avenue and Jomax Road. The site is provided with direct access from 99th Avenue (Minor Collector) which terminates at the north end of the Tierra Del Rio and Pleasant Valley communities. There is no future continuation planned for 99th Ave at this time.

7. To the north and northeast of the proposed site are four acres of vacant undeveloped land zoned General Agricultural (AG). To the east, south, and west of the proposed site are large single-family planned area developments. The Tierra Del Rio development to the west, is approved with a density of 2.19 du/ac and offers single-family lots ranging in size from 7,000sf to 10,000sf. Pleasant Valley to the east and south of the proposed site has developed at a density of 3.0 du/ac and has a range of lot sizes from 7,000sf to 8,500sf.

8. The applicant is requesting to rezone the property from the General Agricultural (AG) Zoning District to the Single Family R1-18 Zoning District for the future development of three single-family custom home lots. Access to the three custom home lots will be provided by one single point of access via 99th Avenue. A Minor Land Division or Final Plat application will be required in order to divide the property .

9. The differences in permitted principal use development standards between the two zoning districts are shown in the table below:

Development Standards	AG*	R1-18
Min. Lot Area	(5 acres)	18,000 sf
Min. Lot Width	200 ft	90 ft
Min. Lot Depth	200ft	100 ft
Min. Front Setback	40 ft	20 ft
Min. Side Setback	20 ft	5/15 ft
Min. Rear Setback	40 ft	15 ft
Min. Corner Setbacks	40 ft	10 ft
Max. Building Height	30 ft	30 ft
Max. Percentage Lot Coverage	10%	35%
Min. Space Between (Principal) Buildings	100 ft	-

DISCUSSION AND ANALYSIS

Conformance with the General Plan

10. The underlying General Plan land use designation for the property is Low Density Residential (2-5 du/ac, target of 3.0 du/ac). This designation is intended to provide areas where detached single-family development with moderately sized lots is desirable.

11. The request would rezone the 2.1 acre parcel of land from General Agricultural (AG) to the Single Family Residential R1-18 Zoning District for the development of three single-family custom home lots. Under the proposed development plan, the three custom home lots would average 31,560sf in size and would result in a density of 1.4 du/ac which is slightly below the target density of the Low Density Residential land use designation.

Land Use Compatibility

12. It is staff's assessment that the proposed zoning change from General Agricultural (AG) to Single Family Residential R1-18 is appropriate for the neighborhood character and is more consistent with development standards and permitted uses of the adjoining properties than the existing AG zoning. The current AG zoning would allow such uses as soil crops and the commercial raising of livestock, which may be less compatible with the existing adjacent single family residences. Although the target density is slightly less than what the General Plan designates for this area, the proposed larger lots do provide a more gradual transition in this area between the two larger developments. Additionally, the proposed lot sizes are appropriate given the larger undeveloped lots to the north and the termination of 99th Avenue and provides an element of infill development to the area. Moreover, the larger lots will provide a greater

buffer to the residences to the east and south. Therefore, no perceived impacts to the adjacent neighbors are anticipated with this proposal.

Public Participation Plan

13. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting.. A citizen participation meeting was held regarding the rezoning application at the LDS Church located at 9543 W. Jomax Road on December 2, 2014. The applicant notified all property owners within a 600 foot radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting.

14. As indicated in the Citizen Participation Report prepared by the applicant, there were a total of two property owners and one real-estate broker that attended the meeting and commented on the project. No opposition to the project was voiced at this meeting.

Peoria Unified School District

15. This development lies within the boundaries of the Peoria Unified School District (PUSD). PUSD had no opinion on the proposed rezoning request as it did not impact the District.

City Review

16. As previously discussed, this request has been reviewed and commented on through the City's standard rezoning application review process. Recommended conditions of approval have been provided by the Planning, Site Development / Engineering, and Fire Safety Division as provided in the *Conditions of Approval* portion this report.

Public Notice

17. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

18. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

19. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.
- This rezoning request is consistent with the General Plan Low Density Residential (2-5 du/ac, target of 3 du/ac) land use designation.
- This rezoning request is compatible with the existing adjacent neighborhoods and will result in three single-family custom home lots.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Case Z14-0008 subject to the following conditions:

1. The development shall substantially conform to the Calderwood Court Narrative and Conceptual Plans (Case Z14-0008) date stamped November 10, 2014; and

2. The Developer shall provide an ALTA Survey with the Minor Land Division or Final Plat application to reflect existing boundary and recorded easements on the site; and

3. Each lot will be required to provide on-lot retention for the 100year 2 hour event; and

4. A 20' drainage easement is required to convey overflow from the on-lot basins to the southeast corner of the property; and

5. The Developer shall dedicate an 8' Public Utility Easement along 99th Ave; and

6. The Developer shall dedicate the necessary easements along the north side for access and utilities; and

7. Based on the parcel history, either a Minor Land Division or a Final Plat may be utilized to split the property into three lots. If a Minor Land Division process is utilized, all other easements must be dedicated by separate instrument prior to recordation of the Minor Land Division. This includes an 8' PUE along 99th Avenue, the 20' on-site drainage easement, additional waterline easements as necessary to accommodate the water meters, and the necessary access and utilities easements along the north side of the project.

ATTACHMENTS

Exhibit A	Vicinity Map
Exhibit B	Existing Zoning Map
Exhibit C	Existing Land Use Map
Exhibit D	Citizen Participation Report
Exhibit E	Calderwood Court Narrative
Exhibit F	Conceptual Site Plan

Prepared by: Rick Williams
Planner

Z14-0008 Vicinity Map

Z14-0008: Calderwood Court

Applicant: Eduardo Pagan and Ruth Liljenquist

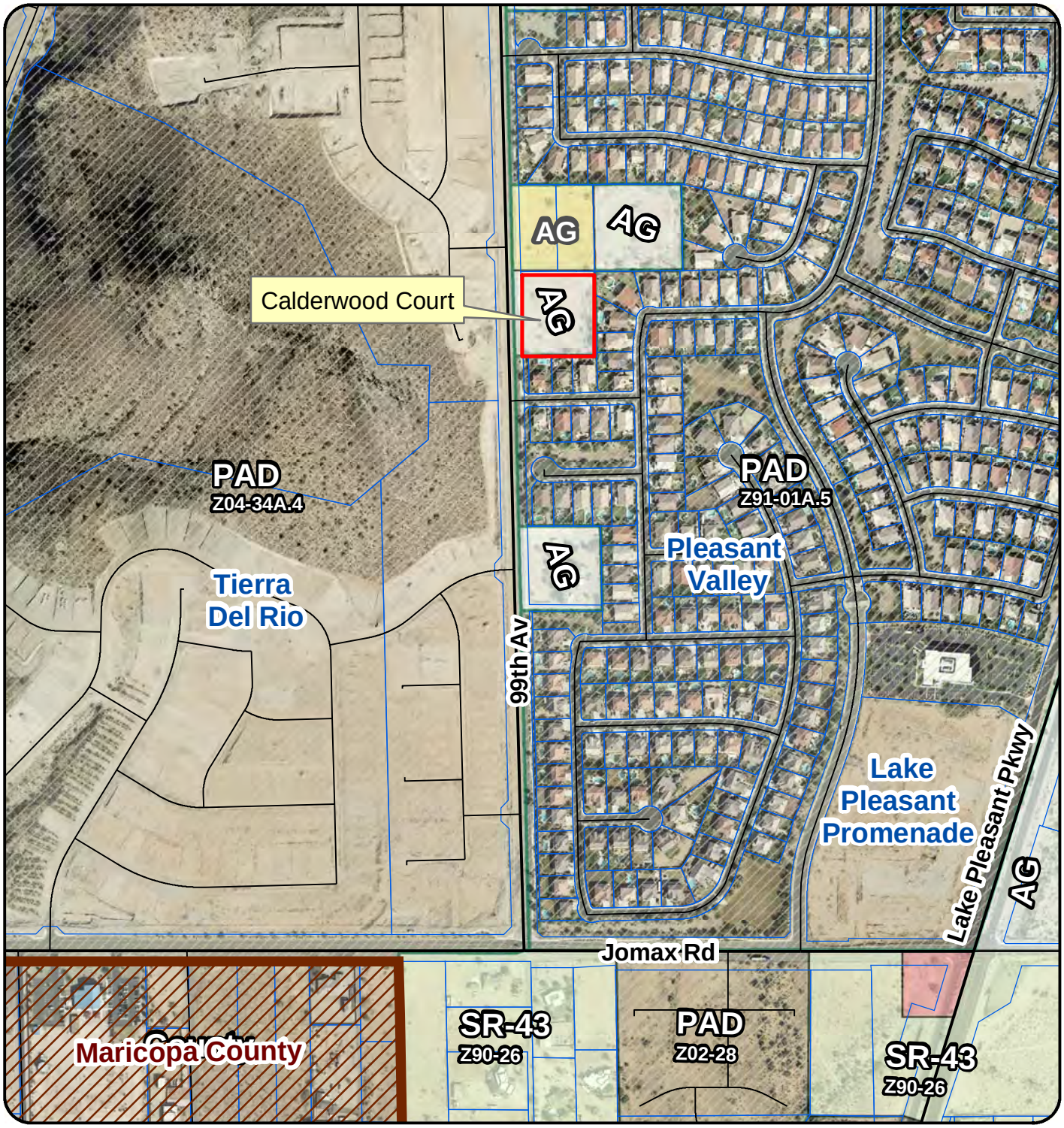
Request: To rezone approximately 2.1 acres of land from the General Agricultural (AG) Zoning District to theSingle-Family R1-18 Zoning District.

Location: One-half mile north of the NEC of 99th Avenue and Jomax

N

Not to Scale

Z14-0008 Zoning Map



Z14-0008: Calderwood Court

Applicant: Eduardo Pagan and Ruth Liljenquist

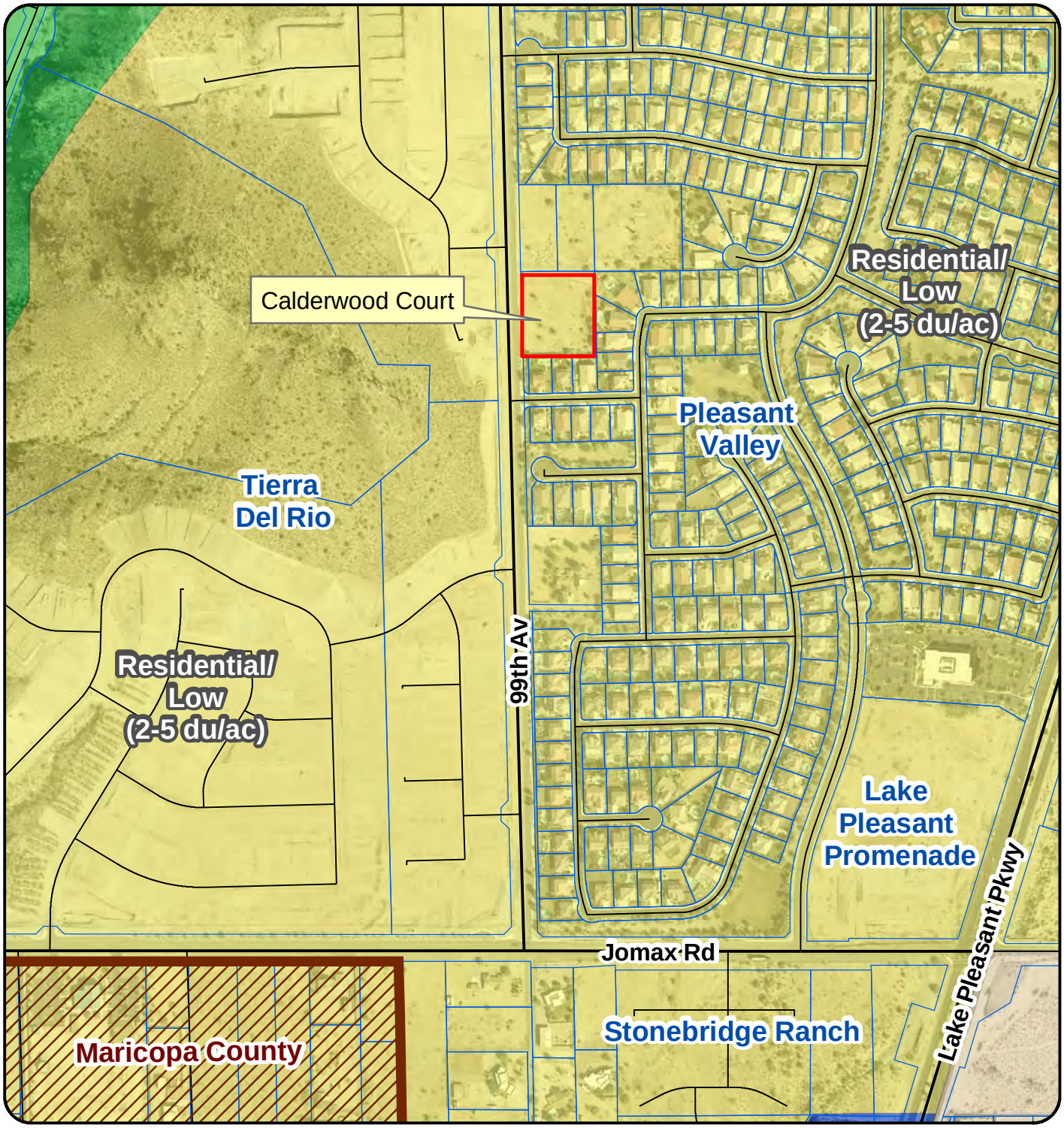
Request: To rezone approximately 2.1 acres of land from the General Agricultural (AG) Zoning District to the Single-Family R1-18 Zoning District.

Location: One-half mile north of the NEC of 99th Avenue and Jomax

N

Not to Scale

Z14-0008 General Plan Land Use Map



Z14-0008: Calderwood Court

Applicant: Eduardo Pagan and Ruth Liljenquist

Request: To rezone approximately 2.1 acres of land from the General Agricultural (AG) Zoning District to the Single-Family R1-18 Zoning District.

Location: One-half mile north of the NEC of 99th Avenue and Jomax

N

Not to Scale

Eduardo Pagán & Ruth Liljenquist
December 11, 2014

Calderwood Court

Citizen Participation Plan

In mid-November, we sent letters through the mail to inform community members about a community meeting to be held regarding our proposed rezoning project. The letter was sent to property owners within 600 feet of our property. This group included residents and HOAs.

We held our community meeting on December 10, 2014, from 5:30-6:30 pm at the LDS Church at 9543 W. Jomax Road, Peoria, AZ. At the meeting, community members were able to view the site plan and ask any questions about the development. Rick Williams from the city attended the meeting.

Three community members attended the meeting: Bobby Miller, realtor for Daryl Brown, who owns the large vacant parcel just to the northeast of ours; and Kirk and Katica Baumgartner, who in the Pleasant Valley neighborhood north of our property. These community members had no objections to our rezoning project and expressed their support.

We also received communication by email from Marc Wilson, who lives at 9868 W. Quail Track Drive. His property borders our property on the south end. He wanted information about how we were splitting the property, which we shared with him. He expressed concern about his view being impacted by the homes built there. There is not a whole lot we can do about this, but given the size of the lots and the necessary setbacks, we hope the views of the neighbors will not be greatly impacted. We are not proposing any modifications based on this concern.

We also notified Council member Ben Toma about the meeting, but he was unable to attend. We intend to follow up with him to talk further about the project.

<u>Meeting Attendees and Addresses</u>

Kirk and Katica Baumgartner	9814 W. Keyser Drive, Peoria, AZ 85382
Bobby Miller for Daryl Brown*	366 W. 11th St. No. 12E, New York, NY 10014

*Daryl Brown owns lot 201-06-002J, which is just to the northeast of our lot. Daryl lives in New York City and could not make it to the meeting, but he is fully informed about our plans. He is in the process of selling his lot.

Eduardo Pagán & Ruth Liljenquist Pagán
Revised November 10, 2014

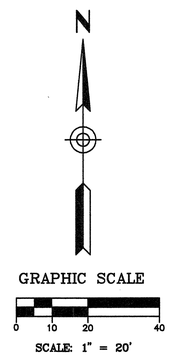
Calderwood Court

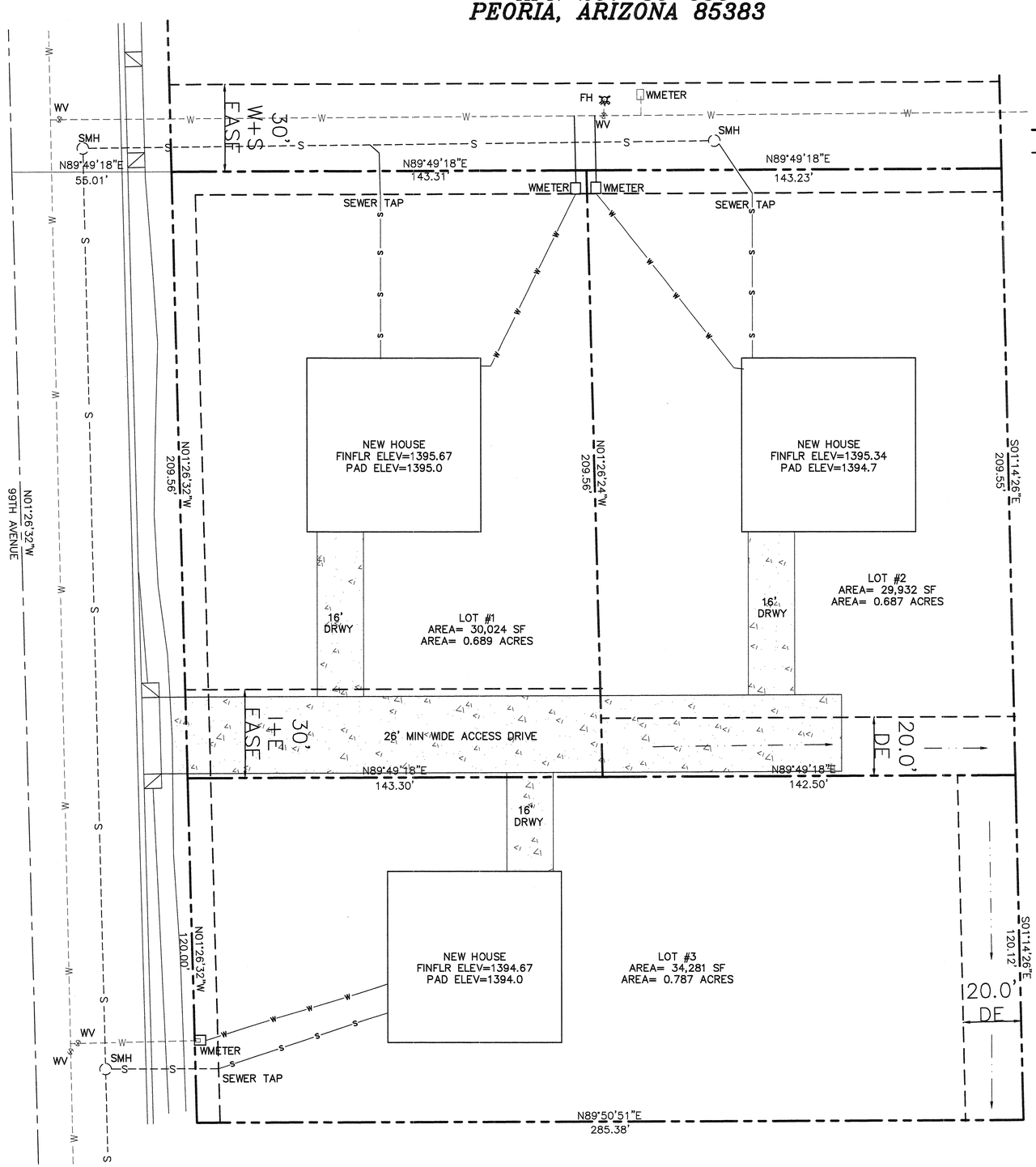
Revised Narrative Statement and Project Justification

1. We would like to rezone our parcel, 201-36-656, from Agricultural to R1-18 in order to divide the parcel into three custom home lots, with development and usage to be residential in nature.
2. The Peoria General Plan indicates that this parcel and its immediate surroundings are designated as Residential-Low. This rezoning is consistent with the city's plan for the area.
3. The existing development around this parcel is residential. The Pleasant Valley and Northlands Subdivisions surround this parcel and are zoned PAD. While the lots in these subdivisions are smaller than the lots we are proposing with a zoning of R1-18, the use for both our parcel and the surrounding development is residential.
4. Our parcel is zoned Agricultural, a zoning designation that has been in place for some time, even as the land around it has been developed into residential subdivisions. The AG zoning no longer fits in well with the residential zoning around it.
5. This parcel is in close proximity with 3 other vacant lots that were not incorporated into the PAD-zoned subdivisions around them. The hope is that this rezoning application and subsequent MLD application will foster the growth of a small custom home neighborhood, with owners who will fill in the vacant land and improve the lots.
6. There really are no unusual characteristics of the land that constrain development. The land is flat vacant desert land ready for development.
7. After rezoning, we will need to complete the Final Plat process to create the three custom home lots. We will also need to get permits to complete some improvements to the lots, particularly a paved access driveway and utility improvements.

PRELIMINARY SITE PLAN

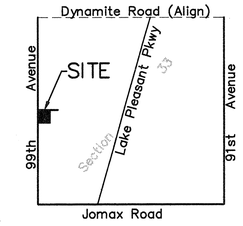
CALDERWOOD COURT MINOR LAND DIVISION
APN 201-36-656
PEORIA, ARIZONA 85383





LEGEND:

00	EXISTING CONTOUR
00	PROPOSED CONTOUR
x 1324.33 NG	EXISTING ELEVATION
x 1325.12 FG	PROPOSED ELEVATION
EP	EDGE PAVEMENT
●	FOUND MONUMENT
ML	MONUMENT LINE
PUE	PUBLIC UTILITIES EASEMENT
BC	BRASS CAP
BSL	BUILDING SETBACK LINE
	DIRECTION OF DRAINAGE
E	ELECTRIC
	PROPERTY LINE
	EASEMENT LINE
	CONCRETE OR ASPHALT DRIVEWAY



VICINITY MAP
N.T.S.

(Located in Section 33, T5N, R1E)

ASSESSORS PARCEL NUMBER

APN 201-36-656

ZONING

Current Zoning: Agriculture

Proposed Zoning: R1-18

OWNERS

Eduardo and Ruth Pagan
20450 North 93rd Drive
Peoria, AZ 85382

ENGINEER

Thunderbird Consulting Group, Inc.
6801 West Aster Drive
Peoria, AZ 85381
Phone: (623) 412-0050
Contact: David L. Eberhart, PE

LAND SURVEYOR

Karl Mortensen, RLS
13011 North 113th Avenue #J
Youngtown, AZ 85363
Phone: (602) 684-1798

PRELIMINARY PLAT
CALDERWOOD COURT MLD
LEGAL DESCRIPTIONS

LOT 1 Legal Description:
A parcel of land in the Northwest quarter of the of the Northwest quarter of the of the Northwest quarter of the Southwest quarter of Section 33, Township 5 North, Range 1 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Said parcel being described as follows:
Commencing at the West quarter corner of said Section 33, from which point the Southwest corner of said Section 33 bears S 1°26'32" E, a distance of 2636.31 feet;
Thence N 89°49'18" E along the E-W Mid-Section line, a distance of 55.01 feet to the East 55 foot Right-of-Way line of 99th Avenue and the TRUE POINT OF BEGINNING;
Thence continuing N 89°49'18" E along said line, a distance of 143.31 feet;
Thence S 1°26'24" E, a distance of 209.56 feet;
Thence S 89°49'18" W, a distance of 143.30 feet;
Thence N 1°26'32" W, along said 55 foot Right-of-Way line, a distance of 209.56 feet to the Point of Beginning;
Said parcel containing an area of 30024 square feet, more or less;
With an easement for ingress, egress and public utilities over the North 8 feet thereof.

LOT 2 Legal Description:
A parcel of land in the Northwest quarter of the of the Northwest quarter of the of the Northwest quarter of the Southwest quarter of Section 33, Township 5 North, Range 1 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Said parcel being described as follows:
Commencing at the West quarter corner of said Section 33, from which point the Southwest corner of said Section 33 bears S 1°26'32" E, a distance of 2636.31 feet;
Thence N 89°49'18" E along the E-W Mid-Section line, a distance of 55.01 feet to the East 55 foot Right-of-Way line of 99th Avenue;
Thence continuing N 89°49'18" E along said line, a distance of 143.31 feet to the TRUE POINT OF BEGINNING;
Thence continuing N 89°49'18" E along said line, a distance of 143.23 feet;
Thence S 1°14'26" E, a distance of 209.55 feet;
Thence S 89°49'18" W, a distance of 142.50 feet;
Thence N 1°26'24" W, a distance of 209.56 feet to the Point of Beginning;
Said parcel containing an area of 29982 square feet, more or less;
With an easement for ingress, egress and public utilities over the North 8 feet thereof
And with an easement for drainage purposes over the South 20 feet thereof.

LOT 3 Legal Description:
A parcel of land in the Northwest quarter of the of the Northwest quarter of the of the Northwest quarter of the Southwest quarter of Section 33, Township 5 North, Range 1 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Said parcel being described as follows:
Commencing at the West quarter corner of said Section 33, from which point the Southwest corner of said Section 33 bears S 1°26'32" E, a distance of 2636.31 feet;
Thence N 89°49'18" E along the E-W Mid-Section line, a distance of 55.01 feet to the East 55 foot Right-of-Way line of 99th Avenue;
Thence S 1°26'32" E along said Right-of-Way line, a distance of 209.56 feet to the TRUE POINT OF BEGINNING;
Thence continuing S 1°26'32" E along said line, a distance of 120.00 feet;
Thence N 89°50'51" E, a distance of 340.40 feet;
Thence N 1°14'26" W, a distance of 120.12 feet;
Thence S 89°49'18" W, a distance of 285.80 feet to the Point of Beginning;
Said parcel containing an area of 34281 square feet, more or less;
With an easement for drainage purposes over the East 20 feet thereof.

Revisions	By

CALL TWO WORKING DAYS BEFORE YOU DIG 263-1100 OR 1-800-STAKE-IT

PRELIMINARY SITE PLAN
CALDERWOOD COURT MLD
ALTERNATIVE #2 LAYOUT
APN 201-36-656
PEORIA, ARIZONA 85383

THUNDERBIRD CONSULTING GROUP, INC.
CONSULTING ENGINEERS
6801 West Aster Drive, Peoria, Arizona 85381
Phone/Fax: (623) 412-0050
e-mail: tbirdgroup@cox.net

CITY OF PEORIA PLAN REVIEW #14_____

Date	11-12-14
Scale	1"= 20'
Drawn	DLE
Job	21423
Sheet	1 of 1

C:\20141bird\21423\Border20scale.dwg

ORDINANCE NO 2015-05

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM GENERAL AGRICULTURAL (AG) TO THE R1-18 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT FOR A DEVELOPMENT KNOWN AS CALDERWOOD COURT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on January 15, 2015 in zoning case Z14-0008 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from the General Agricultural (AG) to the R1-18 Zoning District as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on December 19, 2014; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby conditionally rezoned from General Agricultural (AG) to R1-18, Single Family Residential.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the Calderwood Court Narrative and Conceptual Plans (Case Z14-0008) date stamped November 10, 2014; and

2. The Developer shall provide an ALTA Survey with the Minor Land Division or

Final Plat application to reflect existing boundary and recorded easements on the site; and

3. Each lot will be required to provide on-lot retention for the 100 year 2 hour event; and

4. A 20' drainage easement is required to convey overflow from the on-lot basins to the southeast corner of the property; and

5. The Developer shall dedicate an 8' Public Utility Easement along 99th Ave; and

6. The Developer shall dedicate the necessary easements along the north side of the propertyfor access and utilities; and

7. Based on the parcel history, either a Minor Land Division or a Final Plat may be utilized to split the property into three lots. If a Minor Land Division process is utilized, all other easements must be dedicated by separate instrument prior to recordation of the Minor Land Division. This includes an 8' PUE along 99th Avenue, the 20' on-site drainage easement, additional waterline easements as necessary to accommodate the water meters, and the necessary access and utilities easements along the north side of the project.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 17th day of February, 2015.

_____

Cathy Carlat, Mayor

_____

Date Signed

Ordinance No. 2015-05
February 17, 2015

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: February 27 and March 6, 2015

Effective Date:

Ordinance No. 2015-05
February 17, 2015

EXHIBIT A

Legal Description
Assessor Parcel Number: (201-36-656)

The Northwest quarter of the Northwest quarter of the Northwest quarter of the Southwest quarter of Section 33, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

EXCEPT that portion thereof described as follows:

BEGINNING at the West quarter corner of said Section 33, monumented by a stone, from which the Southwest corner of said Section 33, monumented by a Maricopa County Brass Cap, with LS No. 29891, bears as a basis of bearing South 01 degrees 28 minutes 42 seconds East, a distance of 2636.35 feet;

Thence North 89 degrees 47 minutes 42 seconds East, along the Northerly line of the Southwest quarter of said Section 33, a distance of 55.01 feet;

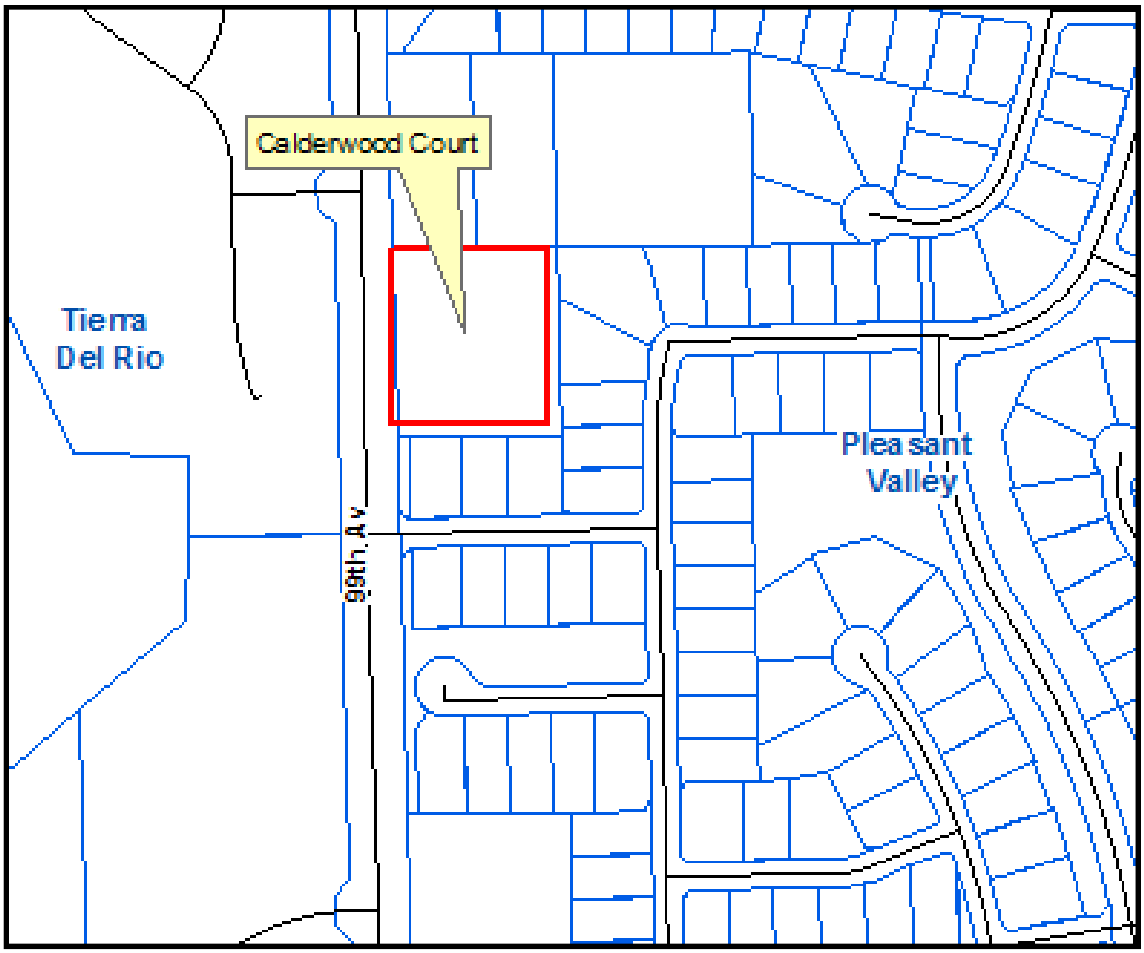
Thence South 01 degrees 28 minutes 43 seconds East, along a line parallel with and 55.01 feet Easterly of the Westerly line of the Southwest quarter of said Section 33, a distance of 329.19 feet;

Thence South 89 degrees 49 minutes 25 seconds West, a distance of 55.01 feet to point lying on the Westerly line of the Southwest quarter of said Section 33;

Thence North 01 degrees 29 minutes 42 seconds West, along said Westerly line, a distance of 329.16 feet to the POINT OF BEGINNING.

Ordinance No. 2015-05
February 17, 2015

EXHIBIT B
Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C

Date Prepared: January 29, 2015 **Council Meeting Date: February 17, 2015**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Continuation of Contract Building Inspections**

Purpose:

This is a request for City Council to authorize the reallocation of an existing $112,000 in one-time operational funds to continue providing contract building inspections. Continuation of the contract inspections will assist in maintaining predictability of inspection services that we provide to our construction industry customers.

Background/Summary:

During the FY 2015 budget process, The Economic Development Services (EDS) Department obtained $83,200 in additional funding to provide contract inspection services. The funding is used to provide building inspection services to prevent rollover inspections, which occur during workload spikes in construction activity. Construction projects need to have predictable scheduling of building inspections. When scheduling construction activities and subcontractors, rollover conditions only create delays and increased construction costs. Our goal is to provide exceptional customer service while minimizing rollover inspections. The contract inspection funding is almost exhausted, due to the unanticipated delay in filling a full time building inspector position, and continued increase in construction activity. It is necessary to maintain the contract services to minimize the occurrence of rollover inspections.

The filling of the new inspector position took longer than anticipated. The position was filled in December 2014. Up until that point, EDS was utilizing a full time contract inspector to provide vital building inspections. By utilizing full time contract inspectors, the funds to provide services for activity spikes have almost been depleted. Under current conditions, funds are expected to be exhausted sometime in March 2015. Spring is usually the busiest time for construction activity, so continuation of contract services is extremely important if we want to continue providing exceptional customer service.

During the recent budget process, funds for Building Plan Review Self-Certification and the Over-The-Counter Plan Review Programs were carried over. Both programs came in under

budget and funds remain to address other customer service needs. Current funds available for reallocation total $112,000. If reallocated, these funds can be used for continued contract inspections during times of heavy workloads and when expediting or fast tracking of projects is necessary to address critical economic development needs. The funds will only be used when necessary to maintain excellent customer service by providing inspections on the day scheduled.

Previous Actions:

None

Options:

A: Take action supporting the staff recommendation requesting the reallocation of existing available funds for continued contract building inspection services to address needs associated with rising development activity; or

B: Take action declining the requested reallocation of existing funds for development services as described herein at this time

Staff's Recommendation:

Authorize the reallocation of existing budgeted funds, not to exceed $112,000, to provide contract building inspection services for the Economic Development Services Department.

Fiscal Analysis:

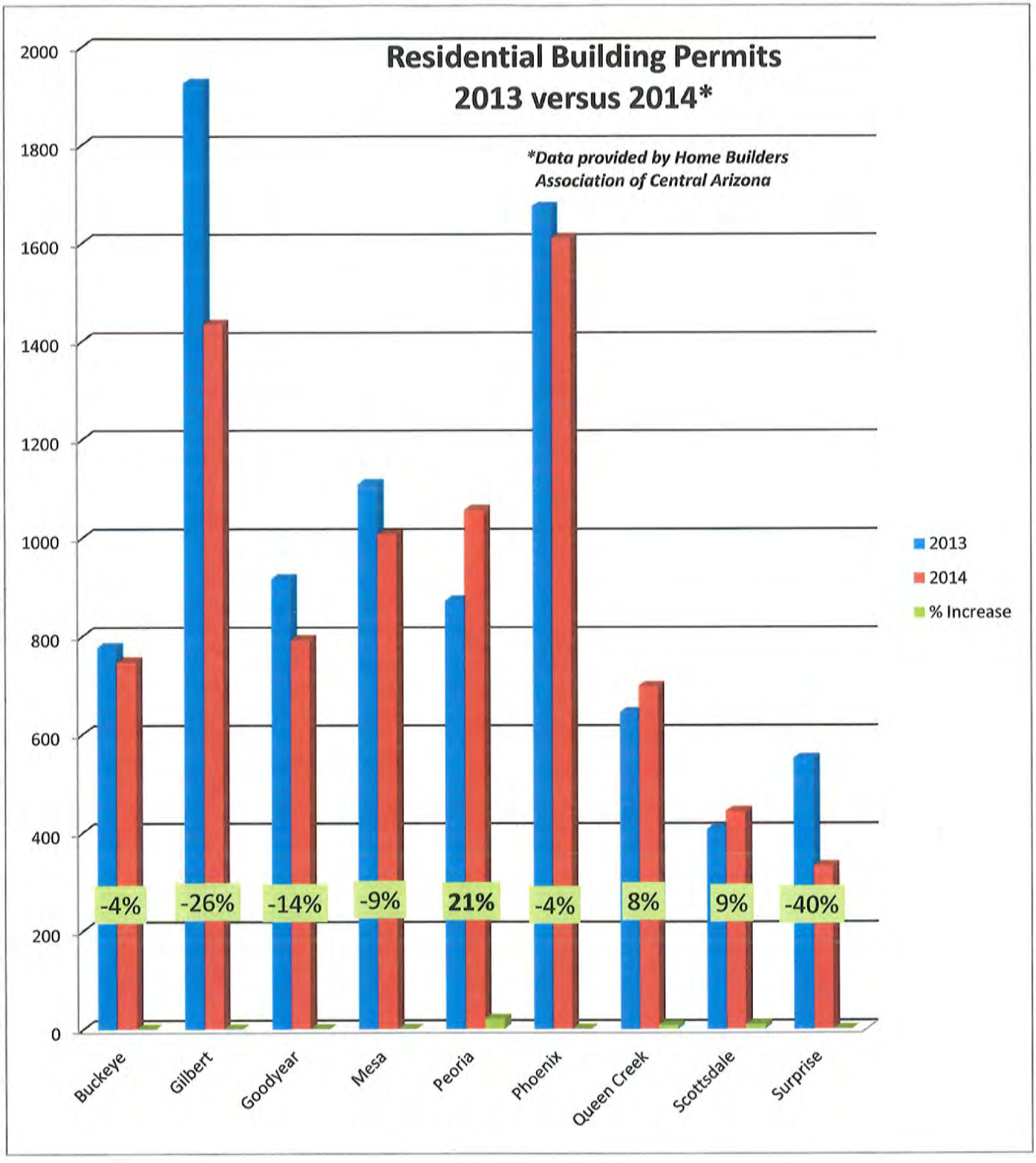
Funding for the $112,000 request will come from existing one-time operational funds in the Building Development Division's Other Professional Services account (1000-0650-520099) for approximately $46,000 and the Site Development Division's Other Professional Services account for approximately $66,000 (1000-0810-520099). A budget transfer of these identified amounts and accounts is requested to be made to 1000-0650-520012 Contract Labor.

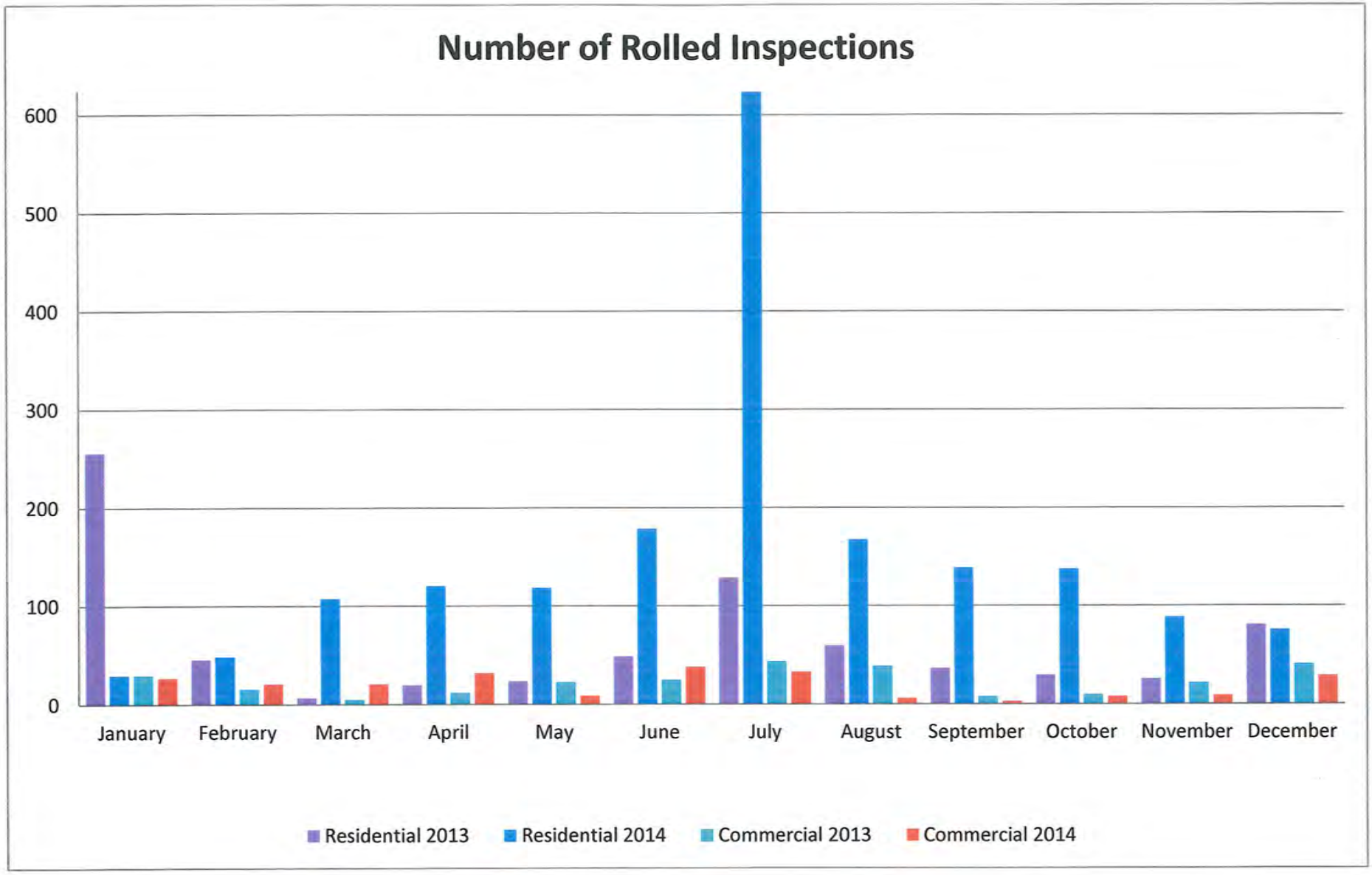
Exhibit(s):

Exhibit 1: Residential Building Permits

Exhibit 2: Rolled Inspections

Contact Name and Number:
Robert Goodhue, Deputy Director, Economic Development Department (623) 773-7589


Residential Building Permits
2013 versus 2014*
*Data provided by Home Builders Association of Central Arizona
2000
1800
1600
1400
1200
1000
800
600
400
200
0
-4%
-26%
-14%
-9%
21%
-4%
8%
9%
-40%
Buckeye
Gilbert
Goodyear
Mesa
Peoria
Phoenix
Queen Creek
Scottsdale
Surprise
2013
2014
% Increase


Number of Rolled Inspections
600
500
400
300
200
100
0
January
February
March
April
May
June
July
August
September
October
November
December
Residential 2013
Residential 2014
Commercial 2013
Commercial 2014

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C

Date Prepared: January 12, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Budget Adjustment Request – Storm Damage 2014

Purpose:

This is a request for City Council to authorize a budget adjustment in the amount of $351,701 for repairs related to excessive storm damage in City parks and recreation facilities.

Background/Summary:

This past summer, a series of three separate monsoon storm events caused major flooding and varied damages throughout the metropolitan area. The most severe in Peoria occurred on September 27, 2014, with strong winds, micro-bursts, and flooding. Peoria parks and recreational facilities experienced damaged and destroyed fencing and shade canopies, building roof damage, substantial slope erosion, landscape damage, tree and vegetation loss, and trails and pathway erosion/damage.

Operational budgets addressed many user and public safety hazards as soon as possible. When appropriate, the damage claims were submitted to Risk Management for evaluation. The Risk Fund successfully cured items that were related strictly to structural repairs and met Risk criteria. However, many affected items and areas were not corrected and will require funding that exceeds the current fiscal year's budget allocations.

The estimates for repairs to storm damages (beyond those covered by Risk Management) are as follows:

Parks North and Parks South	$ 283,380
Centennial Pool	$ 6,817
Right-of-Ways	$ 61,504
TOTAL	**$ 351,701**

Previous Actions:

No previous actions have been taken by the City Council.

Options:

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

A. Approve a budget adjustment for all repairs (both safety-related and non-safety) directly related to the storms in September 2014.

B. Approve a budget adjustment for emergency repairs only.

C. Deny a budget adjustment for repairs related to the storm event in September 2014 that caused damage to parks and recreational facilities.

Staff's Recommendation:

Staff recommends that City Council approve a budget adjustment for both emergency and non-emergency repairs that were caused as a direct result of the storm event in September 2014.

Fiscal Analysis:

A budget adjustment in the amount of $351,701 is requested from the General Fund Contingency account (1000-0300-570000) to the following accounts:

Division	Account	Safety-Related	Non-Safety	**Total**
Parks North	1560-524004	$67,500	$0	**$67,500**
Parks South	1570-524004	$62,500	$153,380	**$215,880**
Aquatics	1410-524004	$0	$6,817	**$6,817**
Right-of-Way	1600-524004	$33,004	$28,500	**$61,504**
	TOTAL	**$163,004**	**$188,697**	**$351,701**

Exhibit(s): None

Contact Name and Number: John Sefton, 623-773-7135

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C

Date Prepared: January 21, 2015 **Council Meeting Date: February 17, 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. 1169, Trilogy West Phase I Parcel C41, Upcountry Way west of Vistancia Boulevard**

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. 1169, Trilogy West Phase I Parcel C41, Upcountry Way west of Vistancia Boulevard, 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. 1169, Trilogy West Phase I Parcel C41, located at Upcountry Way west of Vistancia Boulevard. 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 Trilogy West Phase I Parcel C41 was approved by the City on November 25, 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

[1169]
MID#
TRILOGY WEST PHASE 1
[PARCEL C41]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 58.087 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 2ND day of OCTOBER 20 14.

	Date:	Property (Tax Parcel Numbers)
Vistancia West Construction, LP Print Property Owner Name Robert Williams Print Name 28620 N. El Mirage Rd, Ste 105 Address Peoria, AZ 85383 Signature	10/2/2014	503-52-033A & 503-81-586
Vistancia West Construction, LP Print Property Owner Name Joan Scarbrough Print Name 28620 N. El Mirage Rd, Ste B105 Address Signature	10/2/2014	503-52-033A & 503-81-586

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. 2015-14

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. 1169, TRILOGY WEST PHASE I PARCEL C41, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. <u>Definitions</u>.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1169 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. 1169

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. 1169.

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 17th day of February, 2015.

CITY OF PEORIA, an Arizona municipal corporation

_____
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. 2015-14 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on February 17, 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 A

LEGAL DESCRIPTION

That part of Sections 22 and 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the East Quarter Corner of said Section 22, from which the Aluminum Cap marked LS#35113 marking the Center of said Section 22 bears North 89°42'34" West, a distance of 2,636.21 feet;

Thence South 89°41'28" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1,320.89 feet to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°14'08" West, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 23, a distance of 934.57 feet to a point on the monument line of Vistancia Boulevard as depicted in Book 718 of Maps, Page 47, Records of Maricopa County, Arizona, said point being the beginning of a tangent curve of 2,500.00 foot radius, concave Easterly;

Thence Southerly, along said monument line and along said curve, through a central angle of 08°51'51", a distance of 386.77 feet to a point on the South line of the North Half of the Southwest Quarter of said Section 23;

Thence North 89°41'33" West, along said South line, a distance of 1,350.48 feet to the 1" Iron Pipe marking the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°13'26" West, along the East line of the Southeast Quarter of said Section 22, a distance of 595.81 feet;

Thence North 89°46'34" West, a distance of 41.37 feet;
Thence North 45°17'06" West, a distance of 495.15 feet;
Thence North 45°16'47" West, a distance of 59.92 feet;
Thence North 39°39'51" West, a distance of 67.23 feet;
Thence North 29°50'30" West, a distance of 57.86 feet;
Thence North 26°09'53" West, a distance of 147.45 feet;
Thence North 34°38'26" West, a distance of 136.71 feet;
Thence South 55°21'34" West, a distance of 115.00 feet;
Thence North 34°38'26" West, a distance of 78.86 feet;
Thence North 12°56'35" East, a distance of 44.30 feet;
Thence North 38°40'16" West, a distance of 69.80 feet;
Thence North 77°32'00" West, a distance of 40.84 feet;
Thence North 55°21'34" East, a distance of 13.65 feet;
Thence North 34°38'26" West, a distance of 5.48 feet;

[redacted]

TITLE: TRILOGY WEST PARCEL C41 PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831 **FAX: 602-264-0928**

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EXHIBIT A

LEGAL DESCRIPTION

Thence North 58°49'29" East, a distance of 98.16 feet;
Thence North 31°41'27" East, a distance of 98.47 feet;
Thence North 15°03'45" East, a distance of 98.47 feet;
Thence North 00°23'29" West, a distance of 84.64 feet;
Thence North 14°40'15" West, a distance of 84.64 feet;
Thence North 29°00'13" West, a distance of 142.08 feet;
Thence North 22°46'00" West, a distance of 68.85 feet;
Thence North 17°14'24" West, a distance of 59.10 feet;
Thence North 12°08'03" West, a distance of 59.10 feet;
Thence North 01°11'43" East, a distance of 68.89 feet;
Thence North 00°46'27" East, a distance of 128.89 feet;

Thence North 00°17'26" East, a distance of 168.20 feet to a point on the North line of the Southeast Quarter of said Section 22;

Thence South 89°42'34" East, along said North line, a distance of 844.78 feet to the Point of Beginning.

Containing 68.105 Acres, more or less

[redacted]

TITLE: TRILOGY WEST PARCEL C41 PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831 **FAX: 602-264-0928**

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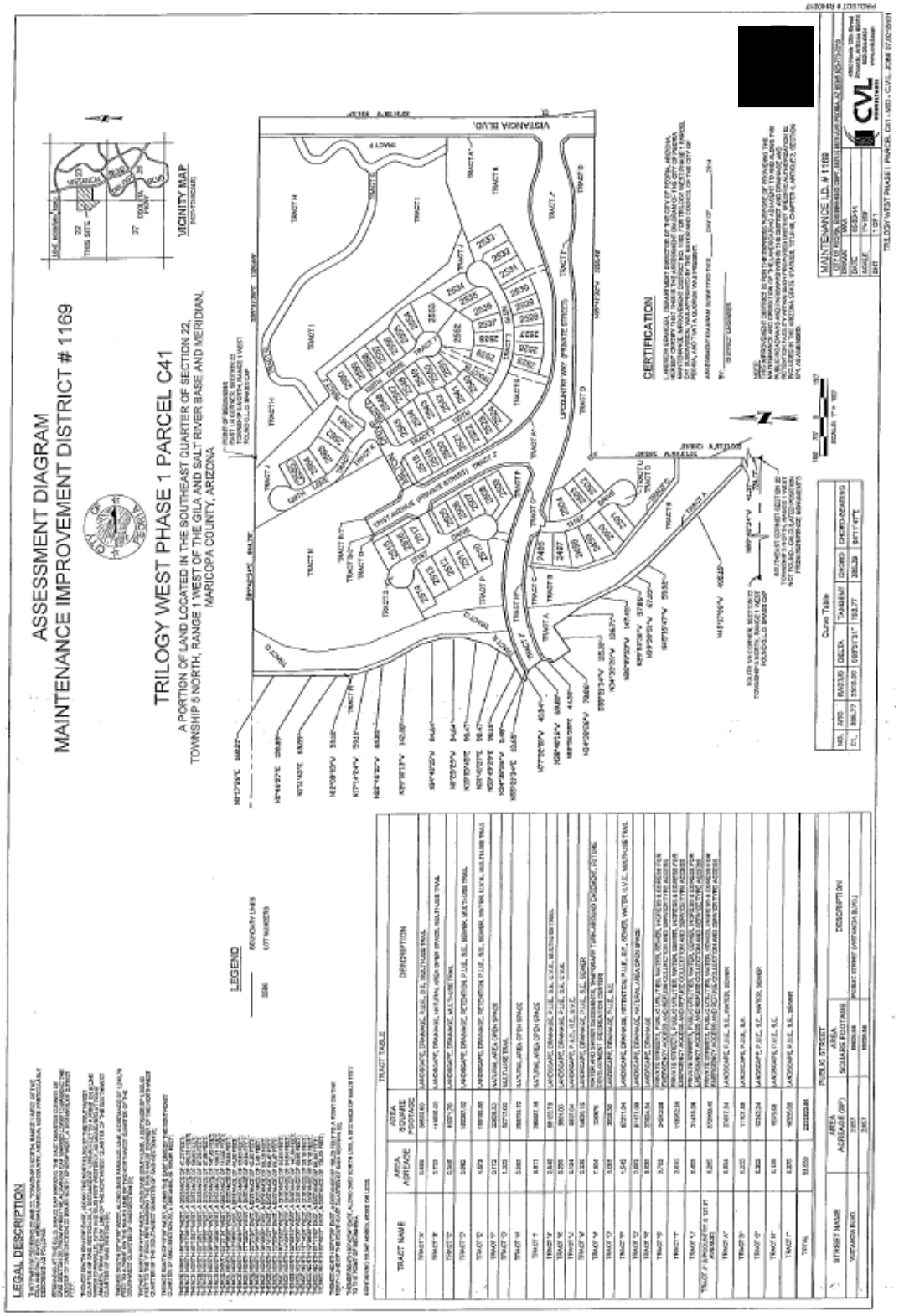
EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT # 1169
TRILOGY WEST PHASE 1 PARCEL C41
A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
LEGEND
VICINITY MAP
CERTIFICATION
MAINTENANCE I.D. # 1169
TRILOGY WEST PHASE I PARCEL C41 - MID - CIVIL JOB# 07.020.01
CVL
VISTANCIA BLVD.
TRACT TABLE
PUBLIC STREET

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. 1169, TRILOGY WEST PHASE I PARCEL C41.

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 17th day of February, 2015 the Mayor and Council of the City of Peoria adopted Resolution No. 2015-15; 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. 1169, 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. 1169 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. 2015-15

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. 1169, TRILOGY WEST PHASE I PARCEL C41; 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. 1169.

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. 1169 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. 1169 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. 1169 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. 1169.

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. 1169 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 17th day of February, 2015.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

That part of Sections 22 and 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the East Quarter Corner of said Section 22, from which the Aluminum Cap marked LS#35113 marking the Center of said Section 22 bears North 89°42'34" West, a distance of 2,636.21 feet;

Thence South 89°41'28" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1,320.89 feet to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°14'08" West, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 23, a distance of 934.57 feet to a point on the monument line of Vistancia Boulevard as depicted in Book 718 of Maps, Page 47, Records of Maricopa County, Arizona, said point being the beginning of a tangent curve of 2,500.00 foot radius, concave Easterly;

Thence Southerly, along said monument line and along said curve, through a central angle of 08°51'51", a distance of 386.77 feet to a point on the South line of the North Half of the Southwest Quarter of said Section 23;

Thence North 89°41'33" West, along said South line, a distance of 1,350.48 feet to the 1" Iron Pipe marking the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

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Thence North 38°40'16" West, a distance of 69.80 feet;
Thence North 77°32'00" West, a distance of 40.84 feet;
Thence North 55°21'34" East, a distance of 13.65 feet;
Thence North 34°38'26" West, a distance of 5.48 feet;

[redacted]

TITLE: TRILOGY WEST PARCEL C41 PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831 **FAX: 602-264-0928**

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EXHIBIT A

LEGAL DESCRIPTION

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Thence North 31°41'27" East, a distance of 98.47 feet;
Thence North 15°03'45" East, a distance of 98.47 feet;
Thence North 00°23'29" West, a distance of 84.64 feet;
Thence North 14°40'15" West, a distance of 84.64 feet;
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Thence North 22°46'00" West, a distance of 68.85 feet;
Thence North 17°14'24" West, a distance of 59.10 feet;
Thence North 12°08'03" West, a distance of 59.10 feet;
Thence North 01°11'43" East, a distance of 68.89 feet;
Thence North 00°46'27" East, a distance of 128.89 feet;

Thence North 00°17'26" East, a distance of 168.20 feet to a point on the North line of the Southeast Quarter of said Section 22;

Thence South 89°42'34" East, along said North line, a distance of 844.78 feet to the Point of Beginning.

Containing 68.105 Acres, more or less

[redacted]

TITLE: TRILOGY WEST PARCEL C41 PHASE 1
MAINTENANCE IMPROVEMENT DISTRICT

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831 **FAX: 602-264-0928**

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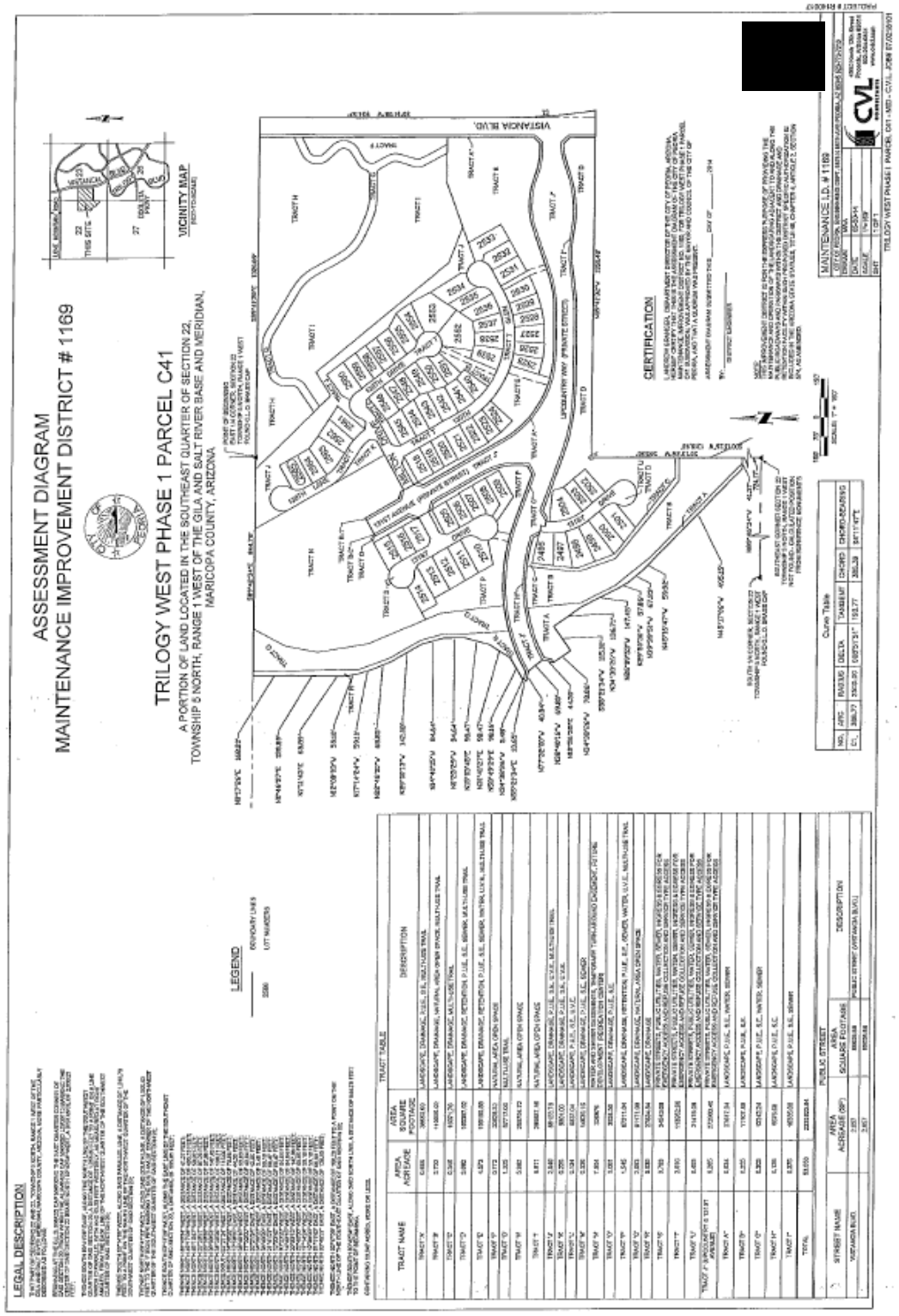
EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT # 1169
TRILOGY WEST PHASE 1 PARCEL C41
A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA
LEGAL DESCRIPTION
VICINITY MAP
LEGEND
TRACT TABLE
VISTANCIA BLVD.
CERTIFICATION
MAINTENANCE I.D. # 1169
Curve Table

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C

Date Prepared: February 3, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Deeds and Easements, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally accept them into the system.

Background/Summary:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Previous Actions:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

B: Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff's Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

This Resolution includes Real Property interests acquired since the adoption of the previous acceptance resolution. The acceptance of the Resolution by City Council would bring the deeds and easements into our system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Gary Lopez, Plans Review Supervisor, EDS, (623) 773-7236

RESOLUTION NO. 2015-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS**,** the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS**,** it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

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

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

Larry Miller Toyota — 84th Avenue/Continental Drive
Miller Family Real Estate
EASEMENT FOR STORMWATER DRAINAGE
Maricopa County Recording No. 2015-0082376
(Project No. R140049/ Deed15-004)

Terramar Cove — Happy Valley Road/ 71st Avenue
Raymond F. Kingston
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 2015-0029929
(Project No. R140030 – Deed 15-001)

Terramar Cove (North) Happy Valley Road/ 71st Avenue
Terramar Cove LLC.
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 2015-0029938
(Project No. R140030 – Deed 15-002)

Terramar Cove (East) Happy Valley Road/ 71st Avenue
Terramar Cove LLC.
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 2015-0037751
(Project No. R140030 – Deed 15-003)

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 17th day of February.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C

Date Prepared: January 20, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Designate Roadways, Establish Rights-of-Way, Various Locations

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Purpose:

This is a request for City Council to adopt a Resolution designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally incorporate them into the system.

Background/Summary:

The City of Peoria has, by separate Resolution, accepted each right-of-way to be designated as a public street. The attached Resolution lists each document that conveyed the property rights to be designated as public rights-of-way. The description found in the attached Resolution lists each document by recording number and provides information related to each. The individual description also identifies the type of roadway and type of improvement for each parcel.

Previous Actions:

This is an ongoing process that occurs after real property has been accepted into our system.

Options:

A: Approve the adoption of the Resolution designating various Real Property to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the city as a Public Street.

B**:** City Council denies the formal designation of various Real Property into our system. The result would be that the Public Rights-of-Way would not be maintained by the City as a Public Street.

Staff's Recommendation:

Staff recommends the adoption of a Resolution designating various Real Properties to be used as City roadways and maintained by the City.

Fiscal Analysis:

There is no significant fiscal impact to the City.

Narrative:

The adoption of the Resolution by City Council would bring the Real Property interests into our maintenance system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Robert Goodhue, Deputy Director, (623) 773-7589

RESOLUTION NO. 2015-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City;

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and

WHEREAS, the Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system.

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

SECTION 1. Recommendation of Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

Terramar Cove — Happy Valley Road/ 71st Avenue
Raymond F. Kingston
DEDICATION OF PUBLIC ROADWAY
Local
Maricopa County Recording No. 2015-0029929
(Project No. R140030 – Deed 15-001)

Terramar Cove (North) — Happy Valley Road/ 71st Avenue
Terramar Cove LLC.
DEDICATION OF PUBLIC ROADWAY
Local
Maricopa County Recording No. 2015-0029938
(Project No. R140030 – Deed 15-002)

Terramar Cove (East) — Happy Valley Road/ 71st Avenue
Terramar Cove LLC.
DEDICATION OF PUBLIC ROADWAY
Local
Maricopa County Recording No. 2015-0037751
(Project No. R140030 – Deed 15-003)

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

(b) That the City Attorney or his designee shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

(c) That this Resolution shall become effective sixty-days after enactment by the City Council.

SECTION 5. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Peoria, Arizona this 17th day of February 2015.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA Agenda Item: 14R

COUNCIL COMMUNICATION

Date Prepared: January 27, 2015 **Council Meeting Date: February 17, 2015**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Approval of a City of Peoria Old Town Commercial Revitalization Easement Agreement with Greenfield Townhomes, LLC and Wing Pointe Apartments Limited Partnership**

Purpose:

To authorize the City Manager to execute a City of Peoria Old Town Commercial Revitalization Easement Agreement with Greenfield Townhomes, LLC and Wing Pointe Apartments Limited Partnership, and adopt the attached Resolution. Also, authorize a cash transfer and budget amendment necessary to appropriate funds for this easement agreement.

Background/Summary:

The Economic Development Implementation Strategy (EDIS) was adopted to serve as a road map in achieving the City's stated economic development goals of business retention, business attraction, workforce development, redevelopment and opportunities in business assistance. One strategy identified in the EDIS was the creation and implementation of an economic development incentive and investment program to set forth the type of assistance the city can offer to enhance its economic development future. As such, the Economic Development Incentive and Investment Policy (EDIIP) was adopted to identify the type of assistance the city could offer to businesses and the type of investment needed to relocate or expand within the City, as well as to encourage revitalization activities in targeted investment zones. The EDIS identifies Old Town as a key Investment Zone. Old Town is also an important focus area as established through the adopted Old Town Revitalization Plan.

In furtherance of this objective, the City developed an Old Town Commercial Revitalization Program encompassing a target area identified in the attached program guidelines (see attached). A significant component of the Commercial Revitalization Program involves promoting improvements to the exterior of commercial buildings and parking lot improvements in Old Town, as well as other economic development activities to further revitalization and private property owner participation in the redevelopment of Old Town. The objective of the Revitalization Program is to revitalize the commercial district while at the same time preserving the public's substantial investment in improvements that have been made in Old Town.

State Trailer Peoria, LLC is a family owned and operated, wholesale and retail recreational vehicle supply store located in Peoria Town Center selling over 15,000 parts and accessories for

RVs, travel trailers, utility trailers, mobile homes, and marine vehicles. It is a well established business in the RV industry with over 80 year's experience. In addition to serving RV owners, State Trailer Peoria caters to a large segment of the utility trailer market, carrying tires, wheels, axles, fenders, electrical connectors, lighting, brake controllers, and more. Each retail store includes a service center for accessory installation, and general RV and trailer maintenance and repairs. The Peoria location will be the largest RV and trailer parts and accessory store in the State of Arizona. State Trailer Peoria is a destination retail store currently operating in two locations in Utah and two locations in Idaho, and will attract many visitors to Old Town Peoria.

Greenfield Townhomes, LLC, owner of the former Albertsons, and Wing Pointe Apartments Limited Partnership, owner of the former Walmart, are the legal entities that own property in Peoria Town Center in which State Trailer Peoria will operate the retail and wholesale supply business. D. Ray Hult is the Manager of Greenfield Townhomes, LLC, General Partner of Wing Pointe Apartments, as well as owner of State Trailer Peoria.

State Trailer Peoria (STP) will generate $5 million gross taxable sales annually after an initial ramp up period, as well as hire 25 full time jobs within 3 years of the effective date of the agreement, with an average annual salary of $35,000/year per full-time position. In addition, STP will make a total capital investment in the project of $7 million over three years.

Deal Points:
The City of Peoria will provide assistance in the form of a reimbursable grant with 10% of the grant amount forgiven annually over the 10 year term of the grant, upon STP's compliance with the terms of the agreement. The City's assistance will consist of reimbursing 50% of STP's actual costs of construction for façade and parking lot improvements up to $725,000. In addition, the Agreement has the following stipulations in place:

- STP has a 10-year operating covenant
- STP must remain current on sales and property tax payments
- STP must execute leases for the remainder of the space per the tenant mix matrix (see attached)
- The City has approval rights on tenant selections
- STP must complete façade improvements within 6 months; 50% reimbursement to STP for actual construction costs of parking lot and façade improvements
- No reimbursements prior to city approval of building and fire inspections
- No reimbursements for work done prior to effective date of agreement
- STP to maintain improvements (façade and parking lot)
- No RV sales, or utility trailer, boat or vehicle sales in parking lots; however, seasonal displays and similar temporary community events are allowed, with a city temporary use permit, no more than 4 times/year with a duration of no more than 9 consecutive days for any one event.

Previous Actions:
An Executive Session was held on January 20, 2015 pursuant to A.R.S. § 38-431.03.A.4.

Staff's Recommendation:
Authorize the City Manager to execute the City of Peoria Old Town Commercial Revitalization Easement Agreement and adopt the attached Resolution. Also, appropriate funds for this agreement through a budget amendment in the amount of $725,000 from the Half Cent Sales Tax Fund Contingency Account 1210-0350-570000 to the State Trailer Peoria Project, Half Cent Sales Tax Fund, Economic Development Projects Account 1210-0350-522070-CIPOF-ED00016.

Fiscal Analysis:
The attached City of Peoria Old Town Commercial Revitalization Easement Agreement contains a total economic development assistance package valued at an amount not to exceed $725,000 upon successful performance by State Trailer Peoria, LLC, of the business points contained in the agreement. 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 City of Peoria Old Town Commercial Revitalization Easement Agreement
Exhibit 2 Tenant Mix Matrix
Exhibit 3 Resolution
Exhibit 4 City of Peoria Commercial Revitalization Program

When Recorded Return to:
City of Peoria
City Clerk
8401 W. Monroe St.
Peoria, AZ 85345

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CITY OF PEORIA OLD TOWN COMMERCIAL REVITALIZATION EASEMENT AGREEMENT

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THIS CITY OF PEORIA OLD TOWN COMMERCIAL REVITALIZATION EASEMENT AGREEMENT (the "**Easement Agreement**") is made as of the ___ day of February, 2015 ("**Effective Date**"); by and between Greenfield Townhomes, LLC, a Utah limited liability company ("**Greenfield**") and Wing Pointe Apartments Limited Partnership, a Utah limited partnership ("**Wing Pointe**"; Greenfield and Wing Pointe, each a "**Property Owner**" and jointly, the "**Property Owners**"); and the City of Peoria, Arizona, an Arizona charter municipal corporation (the "**City**"). The Property Owners and the City may be referred to in this Easement Agreement as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. The City is authorized under Arizona Revised Statutes, Title 9, Chapter 4, Article 1, and Article I, Section 3 of the City of Peoria Charter to accept easements and other interests in real property to preserve the historical, architectural, archaeological or cultural aspects of real property within the City of Peoria, Arizona (for purposes hereof, "**Public Purposes**"). The City is also authorized to accept easements over real property adjacent to public rights-of-way and public improvements for the purpose of preserving the public's investment in these improvements.

B. The City created its Old Town Commercial Revitalization Program (the "**Revitalization Program**") to promote improvements to the commercial properties in targeted areas, including exteriors of commercial buildings in the Old Town area ("**Old Town**"). The Revitalization Program is designed to promote and assist the improvement of commercial properties in Old Town through exterior revitalization of facades on primary structures and related structural and site elements, including parking areas and walkways. The objective of the Revitalization Program is to revitalize the commercial district while at the same time preserving the public's substantial investment in public improvements that have been made and will be made in Old Town.

C. Greenfield holds title in fee simple to that certain property in Old Town located at 8150 West Peoria Avenue, Peoria, Arizona 85345, which is more particularly described in **Exhibit A-1** attached to this Easement Agreement and made a part of this Easement Agreement (the "**Greenfield Parcel**") including all improvements, fixtures, and buildings thereon

("**Structures**"); and Wing Pointe hold title in fee simple to that certain property in Old Town located at 8200 West Peoria Avenue, Peoria, Arizona 85345, which is more particularly described in **Exhibit A-2** attached to this Easement Agreement and made a part of this Easement Agreement (the "**Wing Pointe Parcel**") including all Structures thereon. The Greenfield Parcel and the Wing Pointe Parcel shall be referred to and described collectively in this Easement Agreement as the "**Property**," and all references in this Easement Agreement to the Property shall be deemed to include all Structures located on the Greenfield Parcel and the Wing Pointe Parcel.

D. State Trailer Peoria, LLC, a Utah limited liability company, doing business as State Trailer RV & Outdoor Supply ("**Tenant**"), as a prospective tenant of a portion of the Property consisting of approximately 60,000 square feet ("**Premises**"), pursuant to a Lease whose term shall be not less than the Term (the "**STS Lease**"), and with the consent of and on behalf of the Property Owners, submitted an Old Town Commercial Revitalization Program Application (the "**Application**") for the purpose of causing the Property to participate in the Revitalization Program. The City thereafter confirmed that the Property is eligible for participation in the Revitalization Program. The Parties and Tenant have met and reached an agreement in regard to what improvements will be made to the Property pursuant to the Revitalization Program, which improvements are described in **Exhibit B** attached to this Easement Agreement and made a part of this Easement Agreement (the "**Project**"). The portion of the Property upon which the Project will be constructed and to which this Easement Agreement shall apply will be those portions of the Property upon which improvements will be made as shown on the final construction documents for the Project (the "**Project Area**"). The final construction documents, as approved by the City and the Property Owners, will be attached to this Easement Agreement as **Exhibit C** and be made a part of this Easement Agreement.

E. In order to effectuate the respective obligations of the City and the Property Owners under the Revitalization Program, the Property Owners desire to grant, convey, transfer, and assign to the City, and the City desires to accept, an easement on, over and upon the Project Area for purposes of insuring the continued maintenance and repair of facades on the primary Structures on the Property and related structural and site elements, including parking areas and walkways, as revitalized in accordance with and pursuant to the Revitalization Program.

AGREEMENT

NOW, THEREFORE, in consideration of the City's agreement to fund a portion of the Project costs, in an amount not to exceed Seven Hundred Twenty Five Thousand Dollars ($725,000.00) (the "**Project Cost**"), which costs shall be for improvements to be constructed to satisfy Public Purposes, and in recognition of the public benefit being derived therefrom, subject to the terms and conditions of this Easement Agreement, the Property Owners and the City hereby agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer, and assign unto the City an easement on, over and upon the Property (the "**Easement**") for a term of ten (10) years from the Effective Date, through and including February ___, 2025 (the "**Term**"), which Easement includes the covenants set forth in this Easement Agreement for

the public purpose of conserving and preserving the historical, architectural, and cultural aspects of the Property, and protecting the public's substantial financial investment in public improvements in the Old Town area.

2. Property Owners' Covenants: In furtherance of the Easement granted by this Easement Agreement, the Property Owners hereby covenant and agree with the City as follows:

2.1. Documentation of the Project after Completion of Construction and Acceptance by the City: For the purposes of this Easement Agreement, the exterior condition of the Property, the Project Area, and the Project will be depicted in an original set of photographs (collectively, the "**Photographs**") dated thirty (30) days following the issuance of a certificate of occupancy for the Project and filed in the office of the City of Peoria Economic Development Services Department. The exterior condition and appearance of the Property, the Project Area, and the Project as depicted in the Photographs (collectively, the "**Present Condition**") will be deemed to describe their external nature as of the date of the Photographs.

2.2. Maintenance of the Property, the Project, and the Project Area. The Property Owners will, at all times, maintain the Property, the Project, and the Project Area in a good and sound state of repair at Property Owners' sole cost and expense. The Property Owners shall maintain the exterior of the entire Property (including the Project and the Project Area) during the Term of this Easement Agreement in substantially its Present Condition, as defined above (normal wear and tear excepted), including keeping the Property free of trash and debris, weeds, and graffiti, and shall promptly replace any broken windows, lighting, or signs. Upon receiving written notice from the City that all or any portion of the Property, the Project or the Project Area is not being maintained properly or requires repair, the Property Owners shall complete all necessary work within thirty (30) calendar days after receipt of such notice, at its sole cost and expense. The time period for completing the work may be extended beyond thirty (30) days only with the City's prior written approval and then shall be completed to the City's satisfaction within a mutually agreed upon time period. If the Property Owners fail to undertake or complete the necessary work, the Parties agree that the City (without further act or notice required) may, in its sole election, cause the work to be completed and may thereafter record a lien against the Property for the cost of the work, as permitted by Paragraph 6 of this Easement Agreement; provided, however, that the City is not obligated to undertake all or any portion of such work. The City agrees and acknowledges that the Property Owners may require Tenant to be responsible for satisfying these obligations, but the Property Owners agree and acknowledge that, notwithstanding any such delegation to Tenant, the Property Owners are and remain solely and exclusively responsible for all maintenance, repairs and replacements required by this Easement Agreement.

2.3. Maintenance of the Project. The Property Owners shall inspect the Project at least every six (6) months and, promptly notify the City's Economic Development Services Department when the Property Owners become aware that maintenance or repairs to the Project or the Project Area are necessary. With the concurrence of the Economic Development Services Department, the Property Owners shall undertake and complete, at their sole cost and expense, any and all necessary maintenance, repairs and replacements, as required and determined by the Economic Development Services Department; provided, however, that normal and routine

maintenance that does not change the appearance or structure of the Project shall not require the approval of the Economic Development Services Department. The Property Owners shall not destroy, modify, or add anything to the Project or the Project Area, except as otherwise approved in advance in writing by the City's Economic Development Services Department. Any changes to the Project or Project Area by the Property Owners shall be in accordance with the City's Design Review Manual for Old Town.

2.4. Inspection. In order to periodically observe the Project and the Project Area, representatives of the City shall have the right to enter the Property to conduct inspections of the Project and the Project Area. These inspections will be made and performed at times mutually agreed upon by the Property Owners and the City.

2.5. Insurance. The Property Owners, at the Property Owners' sole cost and expense, shall at all times keep (or cause to be kept) the Project insured at its replacement value on an "all risk" basis to ensure complete restoration of the Project to the Present Condition in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owners (upon request from the City) shall provide one or more certificates of insurance to the City evidencing such insurance. The Property Owners, at their sole cost and expense, shall at all times also carry and maintain liability insurance in a commercially reasonable amount satisfactory to the City (but in no event less than $2,000,000.00) to protect against injury to visitors or other persons on the Property, and the Property Owners (upon request from the City) shall provide one or more certificates of insurance to the City evidencing such insurance.

2.6. Visual Access. The Property Owners agree not to substantially obstruct the opportunity of the general public to view the exterior architectural features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. This provision shall not apply to any portion of the Project that is not visible from a public area.

2.7. Compliance with Applicable Laws and Codes. The Property Owners shall maintain, operate, and manage the Project and the Project Area in full, compliance with all applicable Federal, State, Peoria City Code, and Peoria Zoning Ordinance provisions. Failure to do so shall be considered breach of this Easement Agreement (subject to the notice and cure provisions set forth above in Section 2.2) and will be a default of this Easement Agreement by the Property Owners if not timely cured or otherwise rectified.

2.8. Repayment of City's Grant.

a. The funding of the Project Cost by the City shall be in the form of a reimbursable grant evidenced by this Easement Agreement, and the repayment of which is secured by a lien on the Property hereby granted to the City by the Property Owners and secured by this Easement Agreement.

b. The Project Cost will be paid in the form of one or more reimbursements to the Property Owners for fifty percent (50%) of their actual costs of construction of the Project, with such reimbursement made upon receipt and approval by the

City's Economic Development Services Department of paid invoices and releases of all mechanics' and materialmen's liens for such design and construction. All work shall be completed by contractors licensed and bonded by the Arizona Registrar of Contractors. Notwithstanding anything in this Easement Agreement to the contrary, in no event shall the Project Cost exceed $725,000.00. In the event that any costs or expenses are incurred or required to complete the Project in excess of $1,450,000.00 (being the City's grant in the maximum amount of $725,000.00, and a comparable sum paid by the Property Owners), then all such excess costs and expenses shall be paid solely by the Property Owners.

c. The City will not make or pay any reimbursement for any work done in connection with the Project undertaken prior to the Effective Date of this Easement Agreement.

d. The City will not make or pay any reimbursement prior to the completion of satisfactory inspections and approvals of any work for which reimbursement is requested to confirm compliance with all applicable City codes, including (but not limited to) fire, safety and building ordinances.

e. The City will not make or pay any reimbursement for any work if the Property Owners or Tenant are not in compliance with all the terms and provisions of this Easement Agreement at either the time of request for reimbursement or of payment by the City.

f. Upon the Property Owners' compliance with all of the terms and conditions of this Easement Agreement, the amount of the grant then outstanding shall be deemed reduced by ten percent (10%) on each anniversary date of this Easement Agreement. In the event that the Property Owners fail to comply with any term or condition of this Easement Agreement after the expiration of any applicable notice and cure requirements, then the entire amount of the grant then outstanding shall be immediately due and payable from the Property Owners to the City.

g. At the end of the Term, and upon the Property Owners' compliance with all of the terms and conditions of this Easement Agreement, the City shall deliver to Property Owners an unconditional release of this Easement Agreement in a form suitable for recordation.

2.9. Tenant Performance Standards. In addition to their responsibilities with respect to the maintenance, repair and replacement of the Project and the Project Areas, and any repayment obligations pursuant to Section 2.8, the Property Owners shall comply (or, as applicable, shall require Tenant, at all times during the term of this Easement Agreement, to comply) with the following requirements and performance with respect to Tenant's leasing of the Premises:

a. Tenant shall generate gross taxable sales from the Premises of not less than $1,500,000.00 for the first year after the Effective Date; and of not less than $3,000,000.00 for the second year after the Effective Date; and of not less than $5,000,000.00 per year for each year thereafter during the Term.

b. Tenant shall collect and pay net sales tax payments to the City for taxable activities from the Premises for the amounts owing pursuant to the City's then-applicable sales tax rates.

c. Tenant shall provide not fewer than twenty-five (25) full-time jobs at the Premises with an average salary of $35,000.00 per year within three (3) years from the Effective Date, pursuant to the City's Economic Development Incentive and Investment Policy ("**EDIIP**").

d. Tenant shall make (or cause to be made) capital expenditures to the Premises pursuant to the EDIIP, in an amount not less than $7 million no later than the third anniversary of the Effective Date.

e. The Property Owners shall complete (or cause Tenant to complete) all required façade improvements required by the Project within six (6) months from the Effective Date.

f. Tenant shall remain in full-time operation at the Premises for the Term.

g. Tenant shall timely and promptly provide the City's Economic Development Services Department with suitable documentation or other evidence to establish compliance with the requirements of this Section 2.9, including but not limited to, Section 2.9(c) and Section 2.9(d).

h. The Property Owners and Tenant shall remain current, and not delinquent, with respect to all sales and property tax obligations.

i. Prior to entering into any leases for other premises within the Property, the Property Owners will provide information to the City's Economic Development Services Department (including, but not limited to, tenant names and description of proposed business activities) in order for the City to determine compliance with applicable use restrictions and approve such tenant's compliance with the Property Owners' previously-submitted "tenant mix matrix," such approval not to be unreasonably withheld. The Property Owners acknowledge that their "tenant mix matrix" includes a priority for a vocational school.

j. Tenant shall not conduct, nor shall the Property Owners permit any tenant to conduct, RV, utility trailer, boat or other vehicle sales in parking lots on the Property; provided, however, that the foregoing shall not prohibit or restrict temporary seasonal displays, RV shows and promotions and similar temporary events (for example, community events), or sales generated thereby, occurring no more than four (4) times per year, covering no more than nine (9) consecutive days for any single community event or seasonal display, for the purpose of promoting Tenant's business activity while concurrently offering a community event to enhance vehicular and pedestrian traffic in Old Town. Tenant shall obtain a temporary use permit from the City prior to engaging in any community events.

3. Warranties and Representations of the Property Owners. The Property Owners represent and warrant to the City as follows:

3.1. Information. All information given to the City by the Property Owners in order to induce the City to accept this Easement Agreement, including all information contained in this Easement Agreement is true, correct and complete.

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3.2. Legal, Valid and Binding. This Easement Agreement is in all respects legal, valid and binding upon the Property Owners and enforceable in accordance with its terms, and grants to the City a direct, valid, and enforceable Easement on, over and upon the Property. The Easement granted to the City by this Easement Agreement is not subject or subordinate to any claim or interest of any person or entity other than as represented by recorded covenants or utility easements.

3.3. No Impairment. The Property Owners, for themselves and their successors and assigns, have not reserved, and to the Property Owners' knowledge, no other person or entity has reserved or obtained, any rights, the exercise of which may impair the Easement granted hereby or the other promises and performance of the Property Owners.

4. Application of Insurance Proceeds. In the event of damage to or destruction of the Project Area or Project resulting from casualty, the Property Owners agree to apply all available insurance proceeds to the repair and reconstruction of the damage. In the event the City determines, in its reasonable discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction (including any required deductible), that the damage to the Project Area or Project is of such magnitude and extent that repair and reconstruction of the damage would not be possible or practical, and the Property Owners have not elected to pay or contribute the additional amounts required to complete such repair or reconstruction, then the City may elect to not have the Property Owners repair or reconstruct the damaged Project Area or Project.

5. Indemnification. The Property Owners covenant and agree to indemnify, defend, pay and hold harmless the City, at the Property owner's sole cost and expense, for, from and against any and all liabilities, claims, costs, attorneys' fees, judgments; or expenses asserted against the City, its Mayor, City Council members, employees, agents or independent contractors, resulting or arising, in whole or in part, from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement Agreement, except in such matters arising solely from the misconduct or negligence of the City, its Mayor, City Council members, employees or agents. The obligations of the Property Owners under this Section 5 shall survive the termination of this Easement Agreement for a period of two (2) years.

6. Default; Subordination of Lien.

6.1 Notice-and-Cure; Remedies. In the event that (a) the Property Owners fail to perform any obligation of the Property Owners set forth in this Easement Agreement, or fail

otherwise to comply with any stipulation or restriction set forth in this Easement Agreement and such failure to perform shall continue for thirty (30) days after written notice of the claimed breach to the Property Owners, or (b) any representation or warranty of the Property Owners set forth in the Application or in this Easement Agreement is determined by the City to have been untrue when made, then in addition to any remedies now or hereafter provided by law and in equity, the City, following prior written notice to the Property Owners, may (i) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the repair, replacement and restoration of the Property to the condition and appearance required under this Easement Agreement; (ii) enter upon the Property, correct any such violation, and hold the Property Owners responsible for the cost incurred by the City to correct such violation, and such cost until repaid shall constitute an unsubordinated lien on the Property; (iii) foreclose any lien against the Property granted by this Easement Agreement; or (iv) have any other remedy available to the City, at law or in equity.

6.2 Subordination of City's Lien. The City may, at its discretion and at the request of the Property Owners, subordinate its lien on the Property at the Property Owners' request, if as a result of the proposed new lien, the Property Owners' equity in the Property is at least equal to one hundred twenty-five percent (125%) of the depreciated cash value of the then-remaining Project Cost. The depreciated cash value of the Project Cost will be determined as follows: the Project Cost will be reduced at a rate of five percent (5%) annually for each year of full compliance by the Property Owner with this Easement Agreement calculated on each anniversary date of the Effective Date. In the event of an uncured default by the Property Owners, the depreciated cash value of the Project Cost shall be and shall remain fixed at the value as calculated at the preceding Effective Date of this Easement Agreement. The Property Owners' request that the City subordinate its lien shall be accompanied by a current appraisal of the Property prepared at the Property Owners' sole cost and expense by licensed appraiser approved by the City, setting forth the then fair market value of the Property. In order to effectuate this Paragraph 6, the Property Owners agree that they will not permit any secured interest or lien to attach to the Property subsequent to the date of this Easement Agreement, without first obtaining the City's written consent as provided in this Paragraph 6. The Property Owners' failure to comply with this requirement shall be a default actionable by the City under this Paragraph 6.

6.3 Release of Lien upon Subdivision. The City shall release its lien as to a portion of the Property in connection with a further subdivision of the Property and the sale of a subdivided parcel or pad to an unaffiliated third-party; provided, however, that as a condition to any such release of the City's lien, the City shall determine that the Property Owners' equity in the remaining portion of the Property (that is, after the further subdivision) is at least equal to one hundred twenty-five percent (125%) of the depreciated cash value of the then-remaining Project Cost, as determined in accordance with Section 6.2.

6.4 Attorneys' Fees. In the event the Property Owners violate any of its obligations under this Easement Agreement and such default is not cured within the time period provided in this Paragraph 6, then, in addition to all other remedies of the City, the Property Owners shall reimburse the City for any and all costs and expenses incurred by the City in

connection therewith, including all court costs and attorneys' fees.

7. Waiver. The exercise by the City of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Runs with the Land. This Easement Agreement shall run with the land and shall be binding upon the City, the Property Owners, and their respective heirs, successors, and assigns.

9. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement Agreement.

9.1. Notices. Unless otherwise specifically provided in this Easement Agreement, or unless written notice of a change of address has been previously given pursuant this Section 9.1, all notices, demands or other communication given hereunder (each, a "**Notice**") shall be in writing and shall be deemed to have been duly delivered upon (i) personal delivery, (ii) upon delivery by a recognized overnight courier (e.g., Federal Express, United Parcel Service) for next business day delivery, or (iii) as of the second business day after mailing by United States mail, postage prepaid, by certified mail, return receipt requested, addressed as follows:

To Property Owners:

Greenfield Townhomes, LLC
Wing Point Apartments Limited Partnership
3600 S. Redwood Road
Salt Lake City, Utah 84119
Attn: D. Ray Hult

With a required copy to:

Bryan B. Todd, Esq.
358 S. Rio Grande St., Ste. 200
Salt Lake City, Utah 84101

To City:

City of Peoria
Economic Development Services Department
8401 West Monroe Street
Peoria, Arizona 85345

With a required copy to:

City of Peoria
City Attorney
8401 West Monroe Street
Peoria, Arizona 85345

A Notice sent to one Property Owner shall be deemed to be Notice to all Property Owners. Communications may be made by facsimile or by electronic or digital means (for example, email), but such communications shall not constitute "Notice" as required by this Easement Agreement unless also sent by one of the methods specified above, and shall be deemed only to be courtesies to the recipient.

9.2. Assignment.

a. Easement Agreement. The Property Owners shall not assign any right or obligation in this Easement Agreement without the City's express written consent, which consent may be granted, conditioned or delayed in the 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 the Property Owners' obligations contained in this Easement Agreement. Any such assignment shall not relieve the assigning Party of its obligations in this Easement Agreement. Any assignment in violation of this Section 9.2 shall be void, and not voidable.

b. STS Lease. The Property Owners acknowledge that the participation of and performance by Tenant is of material importance to the City in connection with the City's approval of and entering into this Easement Agreement. Accordingly, the Property Owners will not consent to or approve any assignment, material modification or termination of the STS Lease without the prior written consent of the City, which consent may be granted or withheld in the City's sole and absolute discretion.

9.3 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement Agreement, and this Easement Agreement shall be interpreted broadly to effect the transfer of rights and restrictions on use contained in this Easement Agreement.

9.4. Violation of Law. Nothing contained in this Easement Agreement shall be interpreted to authorize or permit the Property Owners to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owners agree to comply with all applicable laws, including, without limitation, all building codes, zoning laws, and all other applicable laws related to the maintenance and demolition of property, including historic property, as applicable. In the event of any conflict between any such laws and the terms of this Easement Agreement, the Property Owners promptly shall notify the City of such conflict and shall cooperate with the City and the appropriate authorities to accommodate the purposes of both this Easement Agreement and such ordinance or regulation.

9.5. Amendments and Modifications. For purposes of furthering the preservation of the Project Area, the Project, and the Property and the other purposes of this Easement Agreement, and to meet changing conditions, the Property Owners and the City are free to amend jointly the terms of this Easement Agreement in writing without notice to any third party; provided, however, that no such amendment shall limit the Term or interfere with the purposes of this Easement Agreement; and further provided that any such amendment shall be

authorized and approved by the City of Peoria City Council. Such amendment shall become effective upon its recording in the records of Maricopa County, Arizona, in the Office of the County Recorder.

9.6. Joint and Several Obligations. The Property Owners agree and acknowledge that their obligations under this Easement Agreement are joint and several.

9.7. Recitals. The Recitals to this Easement Agreement are deemed by the Parties to be material terms of this Easement Agreement and accordingly are incorporated into this Easement Agreement by this reference.

9.8. Governing Law; Choice of Forum. This Easement 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 Easement 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 the 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 9.8. The provisions of this Section 9.8 have been specifically bargained for by the City and constitute additional consideration to the City for its entering into, and agreeing to be bound by, this Easement Agreement.

9.9. 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 Easement Agreement.

9.10. No Partnership. It is not intended by this Easement Agreement to, and nothing contained in this Easement Agreement shall, create any partnership, joint venture or other arrangement between the Property Owners and the City. No term or provision of this Easement Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party to this Easement Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

9.11. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement Agreement by the Property Owners.

9.12. Gender. The pronouns "he," "his" and "himself" appearing in this Easement Agreement shall be construed to be the singular or plural, masculine, feminine, or neuter gender, as the context requires.

9.13. Cancellation. The City may cancel this Easement Agreement without penalty or further obligation for a conflict of interest pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Property Owners and the City have executed this Easement Agreement to be effective as of the Effective Date, which Easement Agreement shall be effective immediately upon such execution.

PROPERTY OWNERS:

GREENFIELD TOWNHOMES, LLC, a Utah limited liability company

By: [redacted]

D. Ray Hult, Manager

WING POINTE APARTMENTS LIMITED PARTNERSHIP,
a Utah limited partnership

By: [redacted]

D. Ray Hult, General Partner

STATE OF ~~UTAH~~ Arizona)
)
County of ~~Salt Lake~~ Maricopa)

The foregoing instrument was acknowledged before me this 26th day of January, 2015, by D. Ray Hult as the Manager of Greenfield Townhomes, LLC, a Utah limited liability company, being duly authorized to do so on behalf of the limited liability company.

My commission expires: 10/15/2018 [redacted]

Notary Public

TRACI VARLAND
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
October 15, 2018

STATE OF ~~UTAH~~ Arizona)
)
County of ~~Salt Lake~~ Maricopa)

The foregoing instrument was acknowledged before me this 26th day of January, 2015, by D. Ray Hult as the General Partner of Wing Pointe Apartments Limited Partnership, a Utah limited partnership, being duly authorized to do so on behalf of the limited partnership.

My commission expires: 10/15/2018 [redacted]

Notary Public

TRACI VARLAND
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
October 15, 2018

CITY:

CITY OF PEORIA, an Arizona
Municipal corporation

By: _____
_____, City Manager

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____
_____, City Attorney

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by _____ as the City Manager of the City of Peoria, an Arizona municipal corporation, for the municipal corporation, being duly authorized to do so.

My commission expires: _____
Notary Public

REIN & GROSSOEHME
COMMERCIAL REAL ESTATE

PEORIA TOWN CENTER

TENANT MATRIX

HOME IMPROVEMENT

Hardware
Carpet/ Tile
Paint/ Wallpaper
Kitchen/ Plumbing
Fabric

GENERAL RETAIL

Appliance Sales
Pet Supply Store
Hobby Store
Computer Store
Electronic Store
Office Supply
Party Supply
Sporting Goods

FURNITURE

Home Furniture
Home Accessories
Bedroom Furniture
Mattresses
Antiques

ENTERTAINMENT

Indoor Family Fun
Indoor Go-Carts
Pizza/ Arcade

GROCERY

Supermarket
Specialty Foods
Oriental Foods
Health Foods

HEALTH

Fitness Center
Dance/ Gymnastic
Karate Studio

EDUCATION

Vocational School
Technical School
Charter School

APPAREL

Women's Clothing Store
Men's Clothing Store
Bridal/ Formal Apparel
Uniform Sales
Children's Apparel

8767 E. Via de Ventura
Suite 290
Scottsdale, AZ 85258

RESOLUTION NO. 2015-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, ADOPTING A CITY OF PEORIA OLD TOWN COMMERCIAL REVITALIZATION EASEMENT AGREEMENT BETWEEN THE CITY OF PEORIA, ARIZONA, AND GREENFIELD TOWNHOMES, LLC, AND WING POINTE APARTMENTS LIMITED PARTNERSHIP; AND DIRECTING STAFF TO COMPLY WITH THE TERMS OF THE AGREEMENT

WHEREAS, the City created its Old Town Commercial Revitalization Program to promote the improvement of commercial properties in targeted areas in order to revitalize the commercial district while at the same time preserving the public's substantial investment in public improvements made in Old Town; and

WHEREAS, Greenfield Townhomes, LLC, and Wing Pointe Apartments Limited Partnership are the owners of certain real property located at 8150 and 8200 W. Peoria Ave., in Peoria, Arizona, and have leased this space to tenant, State Trailer Supply, which tenant will bring a new workforce to the City and will pursuant to its lease with owners, improve the buildings located upon the real property subject to City approval; and

WHEREAS upon approval the City agrees to provide certain grant monies to owner, and owners will thereafter preserve the improvements as set forth in the Agreement; and

WHEREAS, the City in consideration for its grant to owners will receive an Easement in and to the real property with a right of entry to ensure preservation of improvements to the property and other things; and

WHEREAS, the benefits provided by the landowners and tenant 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.

SECTION 3. Staff is hereby directed to comply with the terms of the Agreement and to monitor the Agreement in accordance with its terms.

SECTION 4. The City Manager is hereby authorized without further Council action, to execute the Agreement.

SECTION 5. This resolution shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 17th day of February, 2015.

_____
Cathy Carlat, Mayor

ATTEST:

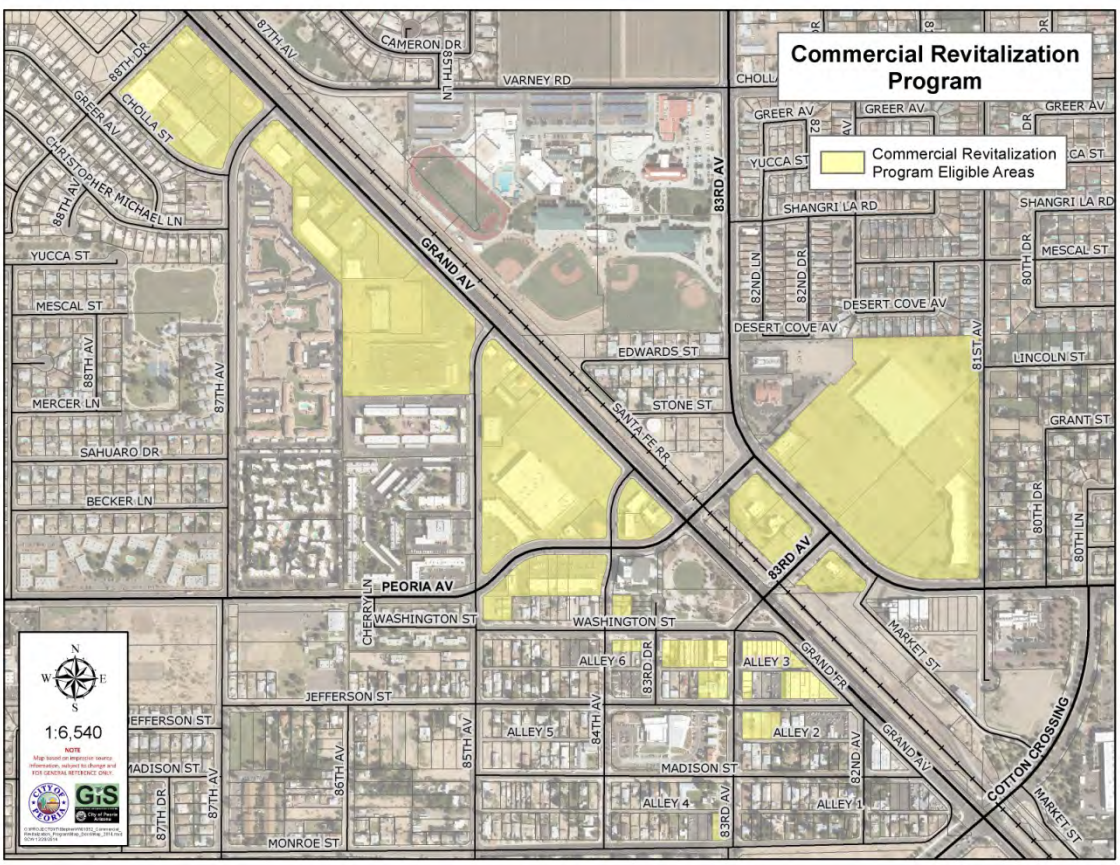
_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

City of Peoria Commercial Revitalization Program

In 2010, The City's Economic Development Implementation Strategy (EDIS) was adopted to serve as a road map to achieving the city's stated economic development goals of business retention, business attraction, workforce development, redevelopment opportunities and small business assistance. One strategy identified in the EDIS was the creation and implementation of an economic development incentive and investment program to set forth the type of assistance the city can offer to enhance its economic development future. As such, the Economic Development Incentive and Investment Policy (EDIIP) strategy was adopted to offer businesses the type of investment needed to relocate or expand within the city. Each project requesting city assistance must meet the EDIIP minimum qualification criteria, which can be found on the EDIIP Guidelines (attached), as well as complete an EDIIP application for assistance form. In furtherance of this objective, the City of Peoria has identified Old Town as an EDIS Investment Zone and developed a Commercial Revitalization Program ("Program") encompassing the target area depicted on the map below (Target Area). A significant component of the city adopted Old Town Peoria Revitalization Plan involves promoting improvements to the exterior of commercial buildings and parking lot improvements in Old Town.



The Program is designed to promote and assist with the improvement of targeted Old Town commercial properties through exterior revitalization of facades on primary structures and related structural and site elements including parking lot improvements, parking areas and pedestrian walkways. The City's goal is to use the Program as a tool to revitalize the commercial district and reinvigorate private investment in these properties. These revitalization efforts will help to eliminate slum and blight, promote commercial reinvestment activities, improve the aesthetics of the Old Town Area, improve conditions for private investment in the Old Town, and enhance the overall quality of life for Peoria residents.

The Program will provide up to 50% matching funds to eligible private property owners for eligible improvements associated with properties located in the Target Area. City assistance to be in the form of a reimbursable grant. Upon compliance with the commercial revitalization agreement, the grant balance shall be forgiven by ten (10) percent per year over a 10-year grant period. Should the owner not comply with the terms of the agreement, following city notification of non-compliance and owner's failure to cure the item(s) of non-compliance, the then outstanding grant balance shall be immediately due and payable to the city.

Eligible Applicants

A person, corporation, association or other public or private legal entity holding fee simple title to commercial real property located within the Commercial Revitalization Program's Target Areas are eligible to apply for assistance under the Program. This program is not eligible to tenants or those with a ground lease for the premises, unless written consent of the property owner(s) has been obtained.

Eligible Activities/Improvements

Eligible improvements under the Commercial Revitalization Program include, but are not limited to, commercial rehabilitation (inclusive of facades, parking lots and accessory structures), voluntary land acquisition and assembly, land disposition through sale, long-term lease or ground lease, voluntary demolition of buildings and improvements, on and off-site improvements, city direct investment for a build-to-suit opportunity, separate parking lot improvements (hardscape, landscape, lighting improvements), and signage improvements including monument, wayfinding and directional signs. For the voluntary demolition of buildings and improvements on city-owned property, 100% of the cost to demolish is eligible for reimbursement under the Program.

Eligibility for Program Participation

A person, corporation, association or other public or private legal entity holding fee simple title to any commercial real property that is located in the eligible program Target Areas (see map on previous page) may apply for Program benefits. Tenants must obtain the consent of their landlords in writing in order to participate in the Program. The Commercial Revitaliation Program Application may be made directly by the property

owner or by an agent authorized in writing to act on behalf of the property owner. If the real property is under joint ownership, the application must be on behalf of or with the authorization of all of the owners of the real property. City Contribution at up to 50% of approved costs is based on a reimbursement to the property owner upon acceptable performance, including passing all building, fire and other city inspections for eligible work.

Commencement and Deadlines for Work

No construction or rehabilitation activity under the Program eligible to receive 50% cost reimbursement to the property owner from the City that is included in the approved project scope of work will commence, **nor will costs be incurred**, prior to the date the City informs the applicant in writing that all program documents are signed and finalized and the Commercial Revitalization Program Agreement has been approved by the City Council (see contractual requirements below).

Other Program Requirements

Once an application for the Commercial Revitalization Program is approved in writing by the City, the property owner is required to execute and/or provide the following documents:

A. **Commercial Revitalization Agreement**. This document sets forth the terms and conditions for participation in the Program. Some of the key terms include scope of work, funding amount, and owner maintenance requirements.
B. **Title Report**. The property owner must obtain and submit with his or her application a title report for his or her property identifying any interest that may affect the City's enforcement of the Agreement. Applicants also may be required to supply additional information relating to liens and encumbrances on the property in order to be approved.
C. **Consent Agreement**. The property owner must obtain duly acknowledged consent agreements from all lienholders or other persons or entities with an interest in the subject real property, including commercial buildings and related structures thereon, consenting to the grant of the revitalization easement. To expedite this process, the applicant must submit the contact party name and loan number for each lienholder and is encouraged to seek consent in principle as early in the application process as possible.
D. **Insurance Certificate**. The property owner must provide a certificate of property and liability insurance that certifies the subject real property, including without limitation the building or structures thereon, is insured for amounts acceptable to the City from an insurer acceptable to the City. A copy of the insurance certificate will be an attachment in the final contract documents.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15R

Date Prepared: January 27, 2015 **Council Meeting Date: February 17, 2015**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Authorization to Enter into a Lease and Purchase Option with Lucidi Distilling Company, LLC for City-Owned Properties on West Washington Street in Peoria**

Purpose:
This is a request for the City Council to authorize the City Manager to execute a Lease and Purchase Option for city-owned property at 8307 West Washington Street, and a Purchase Option for city-owned property at 8315 West Washington Street with Lucidi Distilling Company, LLC (LDC) to revitalize the former Fire Station No. 1 property and develop new uses in compliance with the Old Town Revitalization Plan.

Background/Summary:
The Economic Development Implementation Strategy (EDIS) was adopted to serve as a road map in achieving the City's stated economic development goals of business retention, business attraction, workforce development, redevelopment and business assistance. One strategy identified in the EDIS was the creation and implementation of an economic development incentive and investment program to set forth the type of assistance the city can offer to enhance its economic development future. As such, the Economic Development Incentive and Investment Policy (EDIIP) was adopted to identify the type of assistance the city can offer businesses and the type of investment needed to relocate or expand within the City, as well as encourage revitalization activities in targeted investment zones. The EDIS identifies Old Town as a key Investment Zone. Old Town is also an important focus area as established through the adopted Old Town Revitalization Plan. Additionally, the 8307 and 8315 West Washington Street properties are located within the boundaries of the 1997 Downtown Peoria Redevelopment Plan.

Lucidi Distilling Company, LLC will be a craft distillery of ultra-premium and small batch spirits that will include vodka, gin, rum, whiskey, bourbon, and a locally-themed Arizona corn-based moonshine in 22 flavors. The company's primary goal is to become the locally-based leader in the rapidly growing trend of craft-distilled spirits. Initial plans include the production of six main product lines to be sold in standard 5th sized containers of 750 ml. The immediate channels for distribution will include local federally approved distributors, direct to restaurant/bar sales, direct full bottle sales on the premises, and direct drink-at-a-time sales in the public tasting room located on the distillery property. Lucidi Distilling Company will house their

manufacturing headquarters in the City of Peoria. The project is proposed to be a 4-phase project (see attached exhibit 5) as follows:

- Phase I – A distillery operation and public tasting room in the former Fire Station No. 1 building (see attached floor plan)
- Phase 2 – a partially-covered outdoor entertainment area will be constructed on a portion of the existing surface parking lot fronting Washington Street
- Phase 3 – the construction of a limited service kitchen for take-out food, or alternative, and beverage service will be available on the existing surface parking lot fronting Washington Street
- Phase 4 – the construction of a "Haymaker Restaurant", or equivalent restaurant/brew pub, and/or sports bar and grill facility to be located at the site of the former fire administration and former apostolic church buildings, depending on market acceptance of phases 1-3.

Scope:

- Lucidi Distilling Company tendered a proposal in October 2014 to lease the former Fire Station No. 1 property and adjacent surface parking lots (APN 142-41-022, 023, and 024) located at 8307 West Washington Street, the former Fire Administration and Apostolic Church Buildings (APN 142-41-025A, and 026A) located at 8315 West Washington Street to open a distillery, public tasting room and ultimately a restaurant and covered entertainment area along West Washington Street
- The project targets restaurant and distillery uses which are permitted under the PAD zoning. An entertainment use may require a minor amendment to the PAD requiring a Conditional Use Permit
- The total project area covers properties located on West Washington Street, in the Old Town area of Peoria
- The City received an appraisal of the buildings located at 8307 W. Washington Street and 8315 W. Washington Street to assess the appraised value of the property for the purpose of establishing a market rent for the lease of the buildings and the fee simple value of the property for the purpose of the purchase option

Fire Station No. 1 Lease Term:

The initial lease term for the property at 8307 W. Washington Street is for a period of twelve (12) months, in as-is condition, with an option to extend the initial lease term to an additional three (3) five-year terms, (15-year total extension period), not to exceed a total lease term of 16 years. Rental payment effective upon lease extensions at $6 per square foot for the 3,080 square foot building. LDC to secure all regulatory approvals to operate a distillery within 12 months of the lease effective date or the lease and option to purchase for all properties terminates.

Purchase Option:

8307 W. Washington Street

The City shall provide LDC an option to purchase the former fire station at the appraised value of $24,500 at any time after the issuance of the certification of occupancy but no longer than five years after the effective date of the agreement. The exclusive option to purchase will not be exercised by LDC prior to:

1. All building exterior improvement designs for 8307 W. Washington Street having been approved by the City;
2. All exterior and interior improvements to 8307 W. Washington Street having been approved by the City;
3. All exterior and interior improvements to the buildings located at 8307 W. Washington Street have been completed by LDC at no cost to the city;
4. All building and fire inspections have been accepted by the City for exterior and interior work to 8307 W. Washington Street; and
5. Option to purchase must be exercised within 5 years.

The City shall maintain a deed restriction on the property for the preservation of the historic character of the façade in perpetuity. The City has the first right of refusal to purchase the City properties back, as improved, at the then appraised value.

8315 W. Washington Street

The City shall provide LDC an option to purchase the former fire administration and apostolic church buildings located at 8315 W. Washington Street for $1.00 (One US dollar) or current appraised value ($0.00), after the completion by LDC of the following project feasibility terms:

1. LDC has proposed a use for the property acceptable to the city;
2. LDC has secured any entitlements needed to support the new use;
3. LDC has submitted documentation to the City evidencing its ability to finance the Phase 4 project (both equity and debt)

The City can elect to the demolish buildings (APN 142-41-025A and 026A) at no cost to LDC for a city determined interim use. In addition, should the City demolish the buildings, LDC to pay then appraised value for the ground only.

8307 West Washington Street Lease Rent:

Rent terms include a transition period of no rent payments upon lease execution for 12 months from the issuance of a certification of occupancy for the building. Rent will commence at $6 per square foot (appraised value) for the 3,080 SF building equaling $18,480 payable to the city in annual rent for the property located at 8307 W. Washington Street. The rent abatement period is to provide reasonable commercial consideration for the amount of exterior and interior improvements needed to make the building occupiable which LDC is financing at no cost to the city.

Previous Actions:
The City Council considered the deal points for this project at its executive session meeting on January 20, 2015.

Options:

A: **Approve the request to enter into a Lease and Purchase Option with Lucidi Distilling Company, LLC.** This action will allow the revitalization of the former fire station and reuse of the former fire administration building and apostolic church building.

B: **Reject the request to enter into a Lease and Purchase Option with Lucidi Distilling Company, LLC**. This action will terminate the project.

Staff's Recommendation:
Authorize the City Manager to execute a Lease and Purchase Option with Lucidi Distilling Company, LLC for the revitalization of the former Fire Station No. 1 property and purchase options for 8307 and 8315 West Washington Street.

Fiscal Analysis:
There are no costs to the city for the execution of the Lease Agreement and Purchase Options.

Exhibit(s):
Exhibit 1 Lease Agreement and Purchase Option
Exhibit 2 Lease, Easement and Purchase Agreement
Exhibit 3 1997 Downtown Peoria Resolution and Redevelopment Plan
Exhibit 4 1997 Downtown Peoria Redevelopment Plan Boundary Map
Exhibit 5 Entertainment District Resolution and Boundary Map
Exhibit 6 Project Phasing Exhibit
Exhibit 7 Project Plan Phases 1-3

Contact name and Number: Dina Green, 623.773.7781

OPTION AGREEMENT
FOR SALE AND PURCHASE
8315 West Washington Street
Peoria, Arizona

The City of Peoria, Arizona, an Arizona Municipal Corporation as “Seller” and LUCIDI DISTILLING CO LLC, an Arizona Limited Liability Company as “Buyer” and collectively referred to as “Parties” enter into this Option Agreement for Sale and Purchase of Real Estate (the “Agreement”).

1. GENERAL TERMS

1.1 The Seller, in consideration of the Buyer paying one dollar ($1.00) and other good and valuable consideration (the "Option Deposit"), gives to the Buyer the exclusive option (the "Option") to purchase the property described below (the "Property") subject to the terms of this Agreement. In the event that the Buyer exercises this Option, the Option Deposit shall be applied towards the purchase price of the Property. The Option Deposit is non-refundable and will be forfeited in the event that Buyer fails to exercise the Option. The Buyer shall have the right to exercise this Option for five (5) years from the commencement date of this Agreement in accordance with the terms provided for in this Agreement. If Buyer fails to exercise this Option within the five (5) year period, at the end of the five year period, the Option shall automatically expire and Seller shall have no further obligation to Buyer.

1.2 The Buyer shall exercise this Option by giving written notice by certified or registered mail to the Seller at the address provided for in this Agreement (the letter must be delivered to Seller by the time and date indicated above) or by hand delivering written notice to the Seller with the Seller giving the Buyer a written receipt indicating the time and date of delivery) (hereinafter “Notice of Intent to Exercise Option”). The date that the Seller receives this notice shall be known as the "Effective Date”. It is understood and agreed that time is of essence as to the payment of the purchase price under this provision. If the Buyer does not exercise the terms of this Option by ending date as specified above, then the right and option set forth herein shall immediately terminate and the Option Deposit shall be kept by the Seller.

Subject to the Buyer exercising this Option, the Seller and the Buyer hereby agree that the Seller shall sell and the Buyer shall buy Property described below upon the following terms and conditions. Seller fully agrees and acknowledges that the consideration given by the Buyer constitutes legal, adequate, and valuable consideration for the purposes of this Agreement.

2. COMMENCEMENT DATE AND EFFECTIVE DATE: The "Commencement Date" shall be the date that the last of the parties to this Agreement signs and executes below. The obligations of the Parties under this Agreement begin on the Commencement Date.

The "Effective Date" is the date that the Seller receives notice from the Buyer that the Buyer is exercising its Option under this Agreement.

2.1 Buyer shall not exercise this option for a period of two (2) years from the Commencement Date of this Agreement. The parties acknowledge that Buyer is leasing adjacent property from the City located at 8307 West Washington Street. Should Buyer default in the Lease it has with the City for the 8307 West Washington Street Property during the two (2) year period from the Commencement date of this Agreement, Seller may immediately terminate this Option at no cost to Seller, other than refunding Buyer's one dollar ($1.00) deposit.

2.2 Should Buyer fail to obtain regulatory approvals and commence operation of a Distillery use on the property located at 8307 West Washington Street, Peoria, Arizona within one (1) year of the Commencement date of this Agreement, Seller may immediately terminate this Option at no cost to Seller, other than refunding Buyer's one dollar ($1.00) deposit.

3. DESCRIPTION OF PARTIES: The parties to this Agreement are designated below and the address set forth is the address for which all notices required under this Agreement shall be sent or delivered.

SELLER: City of Peoria, Arizona, an Arizona Municipal Corporation
8401 West Monroe Street
Peoria, Arizona 85345

BUYER: LUCIDI DISTILLING CO LLC., an Arizona Limited Liability Company
31307 North 137th Avenue
Peoria, Arizona 85383

4. DESCRIPTION OF PROPERTY BEING SOLD:

STREET ADDRESS: 8315 West Washington Street, Peoria, Arizona 85345

LEGAL DESCRIPTION:

The East Twenty One (21) feet of Lot 8, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, in Book 3 of Maps, page 62.
Maricopa County Assessor Parcel No. 142-41-025A

The West Four (4) feet of Lot 8, and the East Sixteen (16) feet of Lot 9, Block 24, of AMENDED PLAT OF PEORIA, per map recorded in Book 3, Page 62 of Maps, Maricopa County Assessor Parcel No. 142-41-026A

Lot 10 and the West Nine (9) feet of Lot 9, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, in Book 3 of Maps, page 62
Maricopa County Assessor Parcel No. 142-41-027

5. PURCHASE PRICE

5.1 Purchase Price $1.00, except as provided in Paragraph 5.2

Option Deposit $1.00
Balance to be paid at closing $0.00 of purchase price, plus Buyer's share of closing costs

5.2 If the Seller demolishes, the existing buildings on the Property, the purchase price for the property shall be established by the Seller having an appraisal done and the purchase price based upon the appraisal of Seller. In this event, the Buyer shall have a second Financing and Inspection Period pursuant to Paragraph 4 of this option commencing on the first calendar day following the delivery of Seller's appraisal to Buyer.

6. FINANCING AND INSPECTION PERIOD: The Buyer may cancel this Agreement at any time within the first ten (10) calendar days (the "Financing and Inspection Period") following the Commencement Date by delivering written notification to the Seller. If such notice is delivered the Agreement shall be terminated and no party will have any further obligation under this Agreement. In the event that the Agreement is so terminated the Buyer shall be entitled the return of the Deposit. Seller shall grant to the Buyer reasonable access to the property for inspection purposes (such as environmental testing, etc).

7. "AS IS" CONDITION. The property is being sold "As Is" with regard to the physical condition of any improvements. Seller is giving no warranties to the Buyer.

7.1 The Buyer and Seller acknowledge that the existing buildings and improvements upon the Property do not meet City building codes and are not habitable. It is the intent of the Seller to demolish at Seller's sole cost the existing buildings and restore the Property to vacant land suitable for construction of one or more commercial structures.

7.2 From the date of demolition of the existing buildings and improvements on the Property, the City may use the Property at its sole discretion until such time as Buyer exercises this option by delivery of a Notice of Intent to Exercise Option.

8. INTENDNED USE: Buyer intends to acquire the Property with the intent that the existing buildings upon the Property will be removed by Seller and the property returned to an undeveloped state. Buyer intends to develop a commercial use compatible with

the Leasehold it will have on the property located adjacent to the subject property. A copy of the Lease for the 8307 West Washington Street property is attached as Exhibit "A". Buyer recognizes in entering this Agreement that Seller is not waiving any of its regulatory rights as a City to review and approve and proposed project of Buyer.

9. REPRESENTATIONS AND WARRANTIES: Buyer in entering this Agreement relies on the following representations, warranties, and covenants made by Seller:

9.1. Seller has good and marketable fee simple title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at the closing out of the Sellers proceeds from the Purchase Price or at the cost of Seller.

9.2. There are no condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of the Seller's knowledge, no such condemnations or other proceeds are threatened or planned.

9.3. There are no Agreements relating to the operation, maintenance, or security of the property under which the Seller is bound and which will survive the closing, other than the Lease referred to in Paragraph 8 between these parties.

9.4. The Seller is not subject to any commitment, obligation, or agreement, including but not limited to, any right of first refusal or option to purchase, granted to a third party, which would or could prevent the Seller from completing the sale of the Property as contemplated by this Agreement.

9.5. Seller has sole and exclusive possession of the Property and will be able to deliver possession of the Property free of all leases on the Closing Date.

10. CONDITIONS PRECEDENT: The obligations of the Buyer to close this transaction are subject to the Buyer having given Notice to Purchase and that all representations and warranties of the Seller shall be true and correct as of the Closing Date as is such representations and warranties were being made on such date. In the event that any of said conditions are not fulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, the Buyer shall have the right to terminate this Agreement and to obtain a full refund of deposits (if any) made to the Seller whereupon all parties shall be relieved of any further obligations hereunder.

11. CLEAR TITLE:

11.1. Within thirty (30) days of the Effective Date by the Seller, the Seller shall deliver to the Buyer any existing title insurance policies for the property in that are in the Seller's possession or which the Seller might obtain possession by

reasonable efforts. At closing, the Seller shall pay for any update of the title information that might be necessary so as to enable the Buyer to obtain title insurance for the Property.

11.2. Seller shall convey a marketable title, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement and those which shall be discharged by Seller at or before closing. Marketable title shall be determined according to applicable Title Standards and in accordance with the laws of the State of Arizona.

11.3. If the Buyer discovers items that lead Buyer to assert that Seller's title is defective, the Buyer shall notify the Seller in writing shall specifying the defect(s). If said defect(s) render the title unmarketable or uninsurable the Seller will have one hundred twenty (120) days from receipt of notice within which to remove said defect(s), and if Seller is unsuccessful in removing them within said time, the Buyer shall have the option of either accepting the title as it then is or terminating this Agreement and thereupon the Seller shall return any deposits that might have been made to the Buyer and both parties shall be released as to one another of all further obligations under this Agreement. All expenses to clear title defects shall be paid by the Seller.

12. CLOSING:

12.1. This transaction shall be closed and the deed and other closing papers delivered on or before sixty (60) days following the date of delivery of Notice by the Buyer to the Seller or Buyer's exercise of this Option (the "Closing Date") unless extended by other provisions of this Agreement or by the mutual consent of both parties. Closing shall be held in the county wherein the Property is located, at the office of the Title Insurance or Escrow Agent designated by Seller.

12.2. At closing the Buyer shall pay the cash portion of the purchase price and its share of the closing costs by bank cashier's check or certified check either of which shall be issued by and drawn on a chartered financial institution and the Seller shall furnish the deed, an absence of lien affidavit, non-foreign status affidavit, and any corrective instruments that may be required in connection with perfecting the title. Buyer shall be responsible for the cost of the closing statement.

12.3. The Seller shall pay the following closing costs: the cost of recording any corrective instruments (if needed) and the title update charges necessary for the title insurance. The Buyer shall pay the cost of recording the deed, and title insurance premiums.

13. CONVEYANCE: Seller shall convey title to the Property by special warranty deed, as appropriate to the status of the Seller, subject only to matters contained in the following and those otherwise accepted by Buyer.

14. RESTRICTIONS; EASEMENTS; LIMITATIONS: The Buyer shall take title subject to: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any.

14.1. Buyer acknowledges that Seller may impose a deed restriction prohibiting the use of the Property for the operation of any Sexually Oriented Business as defined in Chapter 11 of the Peoria City Code (1992) and to accept the Property with such restriction. A copy of the draft deed restriction is attached as Exhibit "B" to this Agreement, at the time of closing, the final deed restriction incorporated by Seller into the deed shall govern.

14.2. Buyer may not sell, assign, covey, or transfer the option rights set forth in this Agreement without the prior, express, and written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Any sale, assignment, conveyance, or transfer of this option made, attempted, or suffered, by operation of law or otherwise, without such prior written consent, shall render the option rights of no further force or effect.

15. DEFAULTS BY BUYER: The following actions are deemed to be defaults by the Buyer under this Agreement and shall permit the Seller to terminate this Agreement immediately without any obligation to Buyer:

15.1. If Buyer shall voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Buyer shall not remain in default if Buyer shall continue to pay all Rent and Additional Charges and comply with all other terms and conditions of the Lease Agreement between Buyer and Seller for the Property located at 8307 West Washington Street, Peoria, Arizona.

15.2. If a trustee or receiver shall be appointed for Buyer or for a major portion of its property or for any portion of the Demised Premises.

15.3. If any court shall have taken jurisdiction of a major portion of the property of Buyer or any portion of the Property by virtue of this Agreement in any involuntary proceeding for dissolution, liquidation or winding up of Buyer and such jurisdiction shall not be relinquished or vacated within sixty (60) days.

15.4. If Buyer shall make an assignment for the benefit of its creditors.

16. SURVEY: Buyer, at Buyer's sole expense at any time prior to delivery to Seller of its Notice to Exercise Option may have the Property surveyed and certified by a registered Arizona surveyor. If the survey shows any encroachment on the Property or that

improvements intended to be located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Agreement covenants, or applicable governmental regulations, the same shall be treated as a title defect.

17. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienor known to Seller and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding the date of closing, other than those provided for in this Agreement in a form satisfactory to the Buyer. If the Property has been improved, or repaired within said time, Seller shall deliver releases or waivers of mechanic's liens, executed by all general Agreementors, subAgreementors, suppliers, and materialmen, in addition to Seller's lien affidavit setting forth the names of all such general Agreementors, subAgreementors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property or Personality which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

18. SPECIAL ASSESSMENT LIENS: Special assessment liens as of the date of closing (and not as of Effective Date) are to be paid current by the Seller and all amounts due after the date of closing shall be prorated to Buyer. On the Effective date, Seller is not aware of any Special Assessment Lien upon the Property.

19. PRORATIONS: Taxes and assessments (if any) shall be prorated through the day to the closing. Cash at closing shall be increased or decreased as may be required by said prorations.

20. AGREEMENT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to said party.

21. OCCUPANCY: Other than occupancy by the Seller, the Property shall be unoccupied at the time of closing.

22. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds and evidence of title continued at Buyer's expense, to show title in Buyer, and the proceeds of the sale shall be held in escrow by the Escrow Agent on behalf of Seller as may be mutually agreed upon for a period of not longer than five (5) days from and after closing date. If Seller's title is rendered unmarketable, Buyer shall within said five (5) day period, notify Seller in writing of the defect and the Seller shall have thirty (30) days from the date of receipt of such notification to cure said defect. In the event that Seller fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefore and within five (5) days thereafter, be returned to Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and

reconvey the same to the Seller by special warranty deed. In the event that the Buyer fails to make timely demand for a refund, Buyer shall take title as is, waiving all rights against the Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in the deed. In the event a portion of the purchase price is to be derived from institutional financing or refinancing, the requirements of the lending institution as to place, time of day, and procedures for closing, and for disbursement of mortgage proceeds, shall control anything in this Agreement to the contrary notwithstanding. Provided, however, that the Seller shall have the right to require from such lending institution at closing a commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to the BUYER-mortgagor.

23. ESCROW: Any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse the same in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. If there is a dispute as to the escrow agent's duties or liabilities under the provisions of this Agreement, the escrow agent may in the agent's sole discretion, continue to hold the subject matter of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the escrow agent may deposit the same with the Clerk of Superior Court, Maricopa County as part of an interpleader action with the Superior Court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow.

24. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon BUYER or SELLER unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

24.1 The Parties acknowledge that upon Buyer delivering to Seller its Notice of Intent to exercise Option, that the Parties may enter into a Real Estate Purchase Agreement setting forth all of the terms for the sale of the Property. In the event of a conflict between this Agreement and a Real Estate Purchase Agreement, the terms of such Real Estate Purchase Agreement shall control.

25. FAILURE OF PERFORMANCE: If the Buyer fails to perform this Agreement within the time specified the deposit(s) paid by the Buyer may be retained by or for the account of the Seller as liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon Buyer and Seller shall be relieved of all obligations under the Agreement; or Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Agreement. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, the Buyer may seek

specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action or damages resulting from Seller's breach.

26. INSPECTION, REPAIR, AND MAINTENANCE: If there are improvements on the Property Seller makes no representations as to the condition of any such improvements upon the property and Buyer expressly assumes responsibility for the cost of repair of all improvements upon the property. Seller agrees to provide utilities service for inspections upon reasonable notice. Between the Effective Date and the closing, the Seller shall maintain the Property including, but not limited to the lawn and shrubbery, in the condition herein represented, ordinary wear and tear excepted. Buyer shall be permitted access for inspection of the Property prior to closing in order to confirm compliance with the foregoing.

27. RISK OF LOSS: If there are improvements on the Property and such improvements are damaged, by fire or other casualty prior to closing, the cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of the Agreement with cost thereof escrowed at closing.

28. GENERAL PROVISIONS:

28.1. Waiver of Performance. No failure by Seller or Buyer to insist on the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof.

28.2. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, nor the respective rights of Seller or Buyer with respect to any other then existing or subsequent breach.

28.3. Remedies Cumulative. Each right, power and remedy provided for in this Agreement or now or hereafter existing al law, in equity or otherwise shall be cumulative and concurrent and shaII be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise; and the exercise or beginning of the exercise of any one or more of the rights, powers or remedies provided in this Agreement shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

28.4. Attorneys Fees. In the event Seller should bring any action arising out of a breach of any term or condition of this Agreement, or in the event Buyer should bring any action for any relief against Seller, arising out of a breach of any term or condition of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, as allowed by law.

28.5. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are

hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement may not be changed, modified or rescinded, except as provided for herein, absent a written agreement signed by Lessor and Tenant. Any attempt at oral modification of this Agreement shall be void and of no effect.

28.6. Conflict of Interest. This Agreement shall be subject to termination by the City pursuant to Arizona Revised Statutes, Section 38-511.

SELLER: City of Peoria, Arizona

By:_____ Date:_____
Cathy Carlat, Mayor

Attest:
_____
Rhonda Geriminsky, City Clerk

Approved as to Form

_____
Stephen M. Kemp, City Attorney

BUYER: LUCIDI DISTILLING CO LLC, an Arizona Limited Liability Company

By:_____ Date:_____
Christopher Q. Lucidi, Sole Member

EXHIBIT A—LEASE BETWEEN CITY OF PEORIA, ARIZONA AND

LUCIDI DISTILLING CO., L.L.C FOR 8307 WEST WASHINGTON STREET

EXHIBIT B—DRAFT SEXUALLY ORIENTED BUSINESS

DEED RESTRICTION

The City of Peoria as part of any conveyance subjects the Property to the following deed restriction:

Grantee shall not engage or permit any lessee to engage in the performance and showing of performances characterized by the exposure of "specified anatomical areas" or "specified sexual activities," as those terms are defined in Chapter 11 of the Peoria City Code (1992) and as set forth below:

Specified anatomical areas means:

(1) Human genitals in a state of sexual arousal;
(2) The appearance of the cleft of the buttocks, anus, male or female genitals, or areola of the female breast; or
(3) A state of dress that fails to opaquely cover the cleft of the buttocks, anus, male or female genitals, or areola of the female breast.

Specified sexual activities means and includes any of the following:

(1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;
(2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
(3) Masturbation, actual or simulated; or
(4) Urinary or excretory functions as partas part of or in connection with any activities set forth in (1) through (3) above.

LUCIDI DISTILLING CO LLC, Lease, Easement and Purchase Option Agreement for Premises Located on Washington Street and More Generally Referred to as 8307 West Washington Street in Peoria, Arizona

This Lucidi Lease, Easement and Purchase Option Agreement for Premises located on Washington Street and known generally as 8307 West Washington Street is made on this _____ day of February, 2015, by and between the City of Peoria, Arizona, an Arizona charter municipality ("Lessor"), and LUCIDI DISTILLING CO LLC, an (Arizona Limited Liability Company) company ("Tenant"). Lessor and Tenant may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Lessor is the owner of certain real property at 8307 West Washington Street which real property includes a building formerly housing Fire Station No. 1 (APN # 142-41-022), as well as adjacent surface parking (APN # 142-41-023) and (APN#142-41-024), along with all easement, water and parking rights appurtenant thereto as legally described on Exhibits "A" and "B" attached hereto and incorporated herein by this reference (the "Project Parcel").

WHEREAS, the building formerly housing Fire Station No. 1 (APN #142-41-022) is not in use and is located in Old Town within an area designated for revitalization pursuant to the Old Town Peoria Revitalization Plan adopted December 15, 2009 and,

WHEREAS the Old Town Peoria Revitalization Plan promotes a mixed use of economic activities while maintaining the historic character of Old Town, and

WHEREAS Tenant wishes to lease the Project Parcel for a multi-phase redevelopment project which includes a craft alcohol use including a brewery or distillery and public tasting room (hereinafter "distillery") while improving and maintaining the exterior historical character of the former Fire Station No. 1 building and also wishes to consider further development of the Project Parcel to include a related covered entertainment and restaurant use, and,

WHEREAS Tenant agrees to improve the Project Parcel at its sole expense in order to implement its business plan for the operation of a Distillery use on the Project Parcel and the goals of the Old Town Peoria Revitalization Plan,

NOW THEREFORE, the Parties agree to enter into this Lease, Easement and Purchase Option Agreement (hereinafter "Lease Agreement") as follows:

SECTION 1 – FUNDAMENTAL LEASE PROVISIONS

Lessor: City of Peoria, Arizona, an Arizona charter municipal corporation, and any successor, assign or person or entity hereafter acquiring the Lessor's interest in all or a portion of this Lease, Easement and Option Agreement.

Tenant: LUCIDI DISTILLING CO LLC, an Arizona limited liability company and any successors, assigns persons or entities hereafter acquiring all or a portion of Tenant's interest in this Lease, Easement and Option Agreement.

Project Parcel: The Project Parcel is described in the first Recital paragraph above. The Site Plan divides the Project Parcel into three (3) separate sub parcels:

Parcel 1 (APN # 142-41-022) - the Fire Station Parcel;
Parcel 2 (APN # 142-41-023) -
Parcel 3 (APN #142-41-024)
The Parties acknowledge that Parcels 2 and 3 are intended to be used for covered entertainment and the sale of take-out food, with the recognition that the Assessor parcel boundaries do not reflect the boundaries of these uses.

The Parties acknowledge that they intend to enter into a separate option agreement wherein Lessor may grant Tenant an option to purchase adjacent properties owned by City.

Real Property:

As used herein, the real property includes:

(1) Demised Premises. Approximately _____ square feet (____) of real property located with the Project Parcel subject to Lease and _____ year option to purchase. The property is legally described in Exhibits "A" and "B" which are attached hereto and incorporated herein by reference.
(2) Historical Property. A restriction for access, for the Fire Station No. 1 Parcel (APN # 142-41-022) to preserve the property in accordance with that certain restriction attached hereto as Exhibit "C" and incorporated herein by reference.

SECTION 2- REAL PROPERTY

2.1. Demised Premises. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and subject to the promises, terms and conditions contained in this Lease Agreement, Lessor hereby leases the Premises described as the Project Parcel (also referred to as the Demised Premises) to Tenant.

2.2. Definition. The Demised Premises consist of that certain parcel of real property situated in Peoria, Arizona, consisting of approximately 3,080 square feet on Washington Street, as further identified in Exhibits "A" and "B" attached hereto and incorporated herein by this reference and which are located within a larger parcel of

property owned by Lessor which was formerly utilized as a Fire Station and other City uses ("Fire Station") as well as the adjacent parking area.

2 .3. Condition. Tenant acknowledges that it has inspected the Demised Premises, is familiar with its condition and, subject to the provisions of § 4.2 hereof, accepts the same "as is" in its present condition.

2.4. Warranties of Lessor. Lessor hereby makes the following representations and warranties, each of which is material and is being relied upon by Tenant in entering into this Lease Agreement and is true in all respects as of the date hereof:

2.4.1 Lessor owns the real property included within the Demised Premises.

2.4.2. Lessor has the full right, power and authority to enter into an perform Lessor's obligations pursuant to this Lease Agreement and to lease the real property included within the Demised Premises to Tenant in the manner contemplated in this Lease Agreement.

2.4.3. No other person or entity has a right to possession of all or any part of the real property included within the Demised Premises.

2.4.4. Lessor is not now involved in or aware of any pending or threatening proceedings, claims or controversy, which affects or may materially affect the real property included within the Demised Premises.

2.4.5. Except as provided elsewhere herein, to the extent of Lessor's actual knowledge, there are no agreements, contracts, leases or restrictions that would limit, restrict, impair or prevent the construction of Tenant's structures or improvements on the real property included within the Demised Premises or Tenant's contemplated use of the Demised Premises, except those prohibited uses referenced at Paragraph 4.1.3.

2.4.6. To the extent of Lessor's actual knowledge, neither this Lease Agreement nor Tenant's contemplated use of the Demised Premises, as described in this Lease Agreement, violates any contract, agreement or instrument to which Lessor is a party, or any law, regulation, order or decree to which Lessor is subject to or by which Lessor is bound.

2.5. No Other Warranties. Tenant acknowledges and covenants to Lessor that it has made, or will make pursuant to the terms hereof, a complete investigation of the real property included within the Demised Premises, i.e., the surface and sub-surface conditions thereof, the present and proposed uses thereof, and agrees to accept all the same "as is." Tenant further agrees that, except as expressly provided herein, no

representation or warranty, expressed or implied, in fact or by law, has been made by Lessor or anyone else, as to any matter, fact, condition, prospect or anything else of any kind or nature.

2.6. Quiet Possession. Upon Tenant performing all covenants of this Lease Agreement to be performed by Tenant, Tenant shall have quiet possession of the Demised Premises, without hindrance or ejection by any person lawfully claiming by, through or under Lessor. This right to quiet possession is subject, however, to the provisions of this Lease Agreement and to the provisions of any: (a) covenants, conditions and restrictions of record as of the date of this Lease Agreement, (b) the City's Deed of Conservation Easement attached as "Exhibit C" and (b) any mortgage or other lien of record which this Lease Agreement is or may be subordinated, so long as Tenant is provided reasonable assurance that its rights hereunder will not be disturbed so long as Tenant is not in default.

2.7. Unsubordinated Lease. This is an unsubordinated lease agreement. Lessor is not and shall not be obligated to subordinate its rights and ownership interest in the real property included within the Demised Premises to any loan or money encumbrance that Tenant shall place against Tenant's leasehold interest.

2.8. Net Lease. As long as the City of Peoria shall remain the Lessor, it is the intention of the Parties hereto that this Lease Agreement shall be a net lease and that Lessor shall receive the rent herein reserved and all sums which shall or may become payable hereunder by Tenant free from all taxes, charges, expenses, damages and deductions of every kind whatsoever and the Tenant shall and will agree to pay all such sums which, except for the execution and delivery of this Lease Agreement, would have been chargeable against the Demised Premises and payable by Lessor. Tenant, however, shall not be under any obligation to pay any principal or interest on any mortgage, or mortgages which may be placed by Lessor on the real property included within the Demised Premises, nor shall Tenant be under any obligation to pay any income taxes which may become payable by Lessor by reason of the income derived hereunder, nor shall this Lease Agreement be subordinated to any such Lessor's mortgage.

SECTION 3 -USE OF PREMISES.

3.1. Permitted Uses. It is understood and agreed that the Demised Premises will be developed in three (3) phases and for three (3) separate Permitted Uses.

3.1.1. Definition. The following are the Permitted Uses of the demised premises:

(a) The renovation of the Demised Premises building (former Fire Station No. 1) for the purpose of operating a distillery and associated tasting room and comprising approximately 3,080 square feet.

(b) The development of a partially covered outside entertainment area within APN 142-41-023 covering approximately square feet;

(c) The development of a limited service kitchen for the preparation and sale of takeout food or food prepared for sale and consumption in the covered entertainment area and or distillery, all improvements located within APN 142-41-023 and/or APN 142-41-024.

A preliminary site plan of the proposed improvements is attached hereto as Exhibit "D" which is incorporated herein by reference for the purpose of showing the Permitted Uses discussed more fully at Paragraph 3.1.

3.1.2. Terms. Tenant shall use the Demised Premises solely for the Permitted Uses and not for any other purpose without the prior written consent of Lessor. Tenant shall not use or permit the Demised Premises to be used in violation of the laws, ordinances, regulations and requirements of the United States of America, the State of Arizona, the County of Maricopa, the City of Peoria, Arizona or any subdivision or department thereof or any other authority or agency having jurisdiction over the Demised Premises. If the zoning for the Demised Premises is inconsistent with the Permitted Uses and Lessor cannot obtain the consistent zoning, then this Lease Agreement is void as of the date that the City Council rejects the zoning change. Tenant agrees, at its sole expense, to comply with and conform to all requirements of any governmental entity having jurisdiction over the Demised Premises, throughout the entire term, including any applicable extensions of this Lease Agreement. Use of the Demised Premises in violation of the terms hereof shall cause Tenant to be in default hereunder; however, Tenant shall have the right to cure said default pursuant to the provisions of this Lease Agreement.

3.1.3. Limits. Tenant shall not use the Demised Premise to operate a sexually oriented business or any other form of adult use as that term is defined in Chapter 11 of the Peoria City Code (1992), as that code provision may be amended and shall not permit performances containing specified sexual activities or specified anatomical areas as those terms are defined in Chapter 11 of the Peoria City Code (1992), as that code provision may be amended. Tenant shall not use the Lease Parcel to operate a laundromat, a pawn shop, a non-chartered financial institution, a tattoo or body piercing studio, or a gun and ammunition shop. Lessor in its regulatory capacity as the City

reserves all of its rights to recommend to the Arizona State Liquor Board against issuance of a Series 6 Bar License, notwithstanding any other provision of this Lease Agreement.

3.2. Tenant's Construction of Improvements.

3.2.1. Construction Obligation. Tenant, at its sole expense, shall cause to be constructed and installed all phased construction obligations contemplated by this Lease Agreement. Tenant shall complete all such construction in compliance with the City of Peoria codes, which are consistent with the use of the Demised Premises as permitted herein. Tenant shall commence and complete said construction diligently, but in any case must achieve the following:

3.2.1.1 Tenant must file all necessary submissions for approval of a distillery within thirty (30) calendar days of the Effective Date of this Lease Agreement.

3.2.1.2 Tenant must perform all interior and exterior work necessary in order to obtain a certificate of occupancy from the City of Peoria to operate a functioning business under this Lease Agreement, subject to punch list conditions for the improvements to be constructed on the Demised Premises within twelve (12) months of the date of the execution of this Lease.

3.2.2 Lessor’s Representative. The construction required hereby, as well as any subsequent construction or any additions or alterations which affect the exterior of any buildings, structures or improvements included within the Demised Premises shall be subject to the prior written approval of Lessor, through its designated representative, the City Manager or his designee ("Lessor's Representative"), which shall include, but not be limited to, approval by Lessor's Representative of such conformity and compliance of all site plans, grading, landscaping and building materials. All construction related to the exterior of the building formerly known as Fire Station No. 1 is further subject to the Covenant of Historical Character attached hereto as Exhibit “C” and incorporated herein by reference.

3.2.3 Ancillary Improvements. Tenant shall be allowed to landscape and utilize moveable personal property and equipment in and on the Demised Premises subject to complying with City regulations and obtaining City approval as required hereby. Tenant shall be responsible, at its sole expense, for all maintenance and repair of the building, parking areas and landscape during the term of this Lease Agreement. Prior to completion of the construction required

hereby, Tenant shall install landscaping after first obtaining written approval from Lessor's Representative of Tenant's landscape plans.

3.2.4 Alterations. Subject to the provisions hereof, Tenant shall have the right to make alterations and additions to any buildings, structures or improvements included within the Demised Premises, provided that (a) whether in connection with alterations and additions or otherwise, no substantial portion of any buildings, structures or improvements may be demolished or removed without the prior written approval of Lessor's Representative; and (b) the general character of the Demised Premises shall not be changed nor the fair market value and fair rental value reduced below their value immediately before such alterations or additions without the prior written approval of Lessor's Representative.

3.2.5 Licenses. Tenant, or its designated contractors, subcontractors and employees, shall perform the construction and installation on the Demised Premises in a good and workmanlike manner and in all respects in accordance with all applicable legal requirements, permits or approvals.

3.3 Fences and Driveways. Tenant shall be allowed to construct fencing in compliance with the City zoning and building regulations.

3.4 Signs and Advertising. Any exterior signs or insignia placed, erected or installed on the Demised Promises shall conform to City of Peoria requirements and the Easement of Conservation attached hereto at Exhibit “C.”

3.5 Operating Covenant. Tenant covenants and agrees that following completion of the improvements contemplated by this Lease and for the remainder of the Term, it will continuously and without interruption Tenant use the Demised Premises solely for a distillery and direct ancillary uses as set forth in paragraph 3.1 of this lease.

3.6. Continuous Operation. Tenant covenants and agrees that during the term of this Lease Agreement, upon making the necessary approved renovations and improvements, that it will continuously and without interruption, operate and conduct within the Demised Premises, the distillery business which it is permitted to operate and conduct under the provisions of this Lease Agreement, except while the Demised Premises are untenable by reason of fire, other casualty, or by eminent domain ("Operating Covenant”).

3.6.1 Breach of the Continuous Operation Provision. In the event Tenant fails to operate the distillery business that it is permitted to operate and conduct under the provisions of this Lease Agreement, for a period in excess of thirty (30)

calendar days, Lessor may terminate this Lease upon ten (10) calendar days notice to Tenant, with no costs or charges to Lessor.

SECTION 4-TERM.

4.1 Effective Date. The "Effective Date" shall mean the date the last of either Lessor or Tenant sign this Lease Agreement.

4.2 Due Diligence Period. Lessor agrees to deliver to Tenant within ten (I0) calendar days of the Effective Date copies of all books, records in Lessor's possession relating to the ownership and operation of the Demised Premises, as well as, within twenty one calendar (21) days of the Effective Date, a commitment for a leasehold title insurance policy in the amount of twenty four thousand five hundred dollars ($24,500.00) naming Tenant as the proposed insured thereunder subject only to those matters set forth on Exhibit “D.” Tenant shall be responsible for purchasing such insurance at its sole cost. Tenant shall have the right to enter on the Demised Premises to conduct site investigation, including but not limited to soils and environmental testing, provided Tenant provides Lessor with a certificate of liability insurance reasonably acceptable to Lessor. Notwithstanding any other term of this Lease Agreement at any time prior to the ninetieth (90th) day after the Effective Date, Tenant may terminate this Lease Agreement without additional cost or obligation, except for the costs to the Lessor for any damage done to the Demised Premises during the Due Diligence Period.

4.3 Term. The Lease Term shall commence on the Effective Date and continue thereafter for a period of one (1) year (the "Term"), unless such lease shall be sooner terminated as hereinafter provided. Within Ninety (90) calendar days prior to the expiration of the Lease Term Tenant may request, in writing, a five (5) year extension upon the same terms as the initial Term (unless then in default under this Agreement) except that no rent abatement will apply to any period encompassed within a lease extension. Three (3) separate five (5) year extensions may be requested by giving Ninety (90) calendar days written notice to Lessor prior to the expiration of the lease Term, but in no event will the Lease Term exceed sixteen (16) years from the Effective Date of this Lease Agreement.

SECTION 5-LEASE CHARGES.

5.1 General Terms.

5.1 .I Definition. The annual rental (as adjusted by Additional Charges) shall hereinafter be referred to collectively as the "Rent."

5.1.2 Payee. The Rent and Additional Charges shall be paid in lawful money of the United States of America to the "City of Peoria, Arizona" payable at

8401 W. Monroe, Peoria, Arizona 85345 and should be delivered to the attention of the City of Peoria, Arizona Chief Financial Officer, or to such other place or person as Lessor may from time to time designate in writing.

5.1.3 Breach. If Tenant shall fail or neglect to pay any amount due and payable to Lessor hereunder, and the delinquency shall continue for five (5) days, then beginning on the sixth (6) day, Tenant shall pay to Lessor a late payment charge in the amount of fifty dollars ($50.00) per day for each and every day any amount remains due and payable to Lessor hereunder; said late payment charge shall be in addition to, and not in lieu of, any other rights Lessor may have.

5.1.4 No Counterclaim or Abatement of Rent. Except as expressly provided herein Rent, Additional Charges, and all other sums payable by Tenant hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense of any kind or nature and without abatement, suspension, deferment, diminution or reduction.

5.2 Rent.

5.2.1 Lease Year. As used in this Lease Agreement, "Lease Year" shall mean each period of twelve (12) consecutive months commencing on the Date of this Lease and ending midnight on the last day of the 12th consecutive month.

5.2.2 Abatement of Rent. For the initial one (1) year term of this Lease Agreement no Rent shall be due to Lessor. However, the Additional Charges otherwise due must be timely paid during the abatement period. This Rent Abatement is premised upon Tenant's obligation to improve the building located on APN # 142-41-022 at its sole cost in an amount not less than three hundred thousand dollars ($300,000) and open a distillery operation and public tasting room during the Initial Lease Term. Should Tenant fail to make such improvements and open to the public a distillery operation and public tasting room, the Rent set forth at Paragraph 5.2.3 shall be due and payable on the first day following the one year anniversary of the Effective Date, with interest on the abated rent at a rate of 15 percent (15%) compounded monthly.

5.2.3 Annual Rent. An annual rental of eighteen thousand four hundred eighty dollars ($18,480.00) (calculated at current market lease rate value of six dollars ($6.00) per square foot for 3,080 square foot building located on (APN 142-41-022), shall be delivered on the Effective Date of the Lease (subject to Abatement of Rent for the Initial Lease Term only) and annually thereafter by 5 p.m. on the anniversary of the Effective Date should the Lease Agreement be extended as set forth herein.

5.3 Additional Charges. All taxes, including the City transaction privilege tax, assessments, insurance premiums, charges, costs and expenses which Tenant assumes, agrees or is obligated by law to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay the same as herein provided, and all other damages, costs and expenses which Lessor may suffer or incur, and any and all other sums which may become due, by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease Agreement on Tenant's part to be performed, shall be referred to herein as "Additional Charges" and, in the event of their nonpayment, Lessor shall have, with respect thereto, all rights and remedies herein provided and available in law or equity in the event of nonpayment of Rent. All Rent and Additional Charges due Lessor shall accrue interest at fifteen percent (15%) per annum from their due date until paid.

5.4 Taxes. Assessments and Utilities.

5.4.1 Tenant's Obligation. It is the intention of the Parties hereto that, insofar as the same may be lawfully done, Lessor shall be free from all costs, expenses, obligations and all such taxes, assessments and all such other governmental impositions and charges, and that this Lease Agreement shall yield net to Lessor not less than the Annual Rental reserved hereunder, throughout the term of this Lease Agreement. Tenant shall pay and discharge, as and when the same shall become due and payable without penalty, all real estate, personal property, business, transaction privilege, occupation and occupational license taxes, assessments (but not assessments for any presently existing public improvements or benefits); and all other governmental taxes, impositions and charges of every kind and nature, general or special, unforeseen or foreseen, whether similar or dissimilar to any of the foregoing, which at any time during the term of the Lease Agreement shall be or become due and payable by Lessor or Tenant and which shall be levied, assessed or imposed.

5.4.2 Certification. Tenant, upon Lessor's written request, shall furnish to Lessor, within twenty (20) days thereafter, proof of the payment of any taxes, impositions or charges which Tenant and not Lessor shall have the obligation to pay under the provisions of this Lease Agreement.

5.4.3 Utilities. Tenant shall be solely responsible for, and shall pay the cost of, constructing or installing utility hookups from existing utility installations to the Demised Premises and shall he solely responsible for, and shall pay the cost of, all utility services consumed by Tenant on the Demised Premises.

5.5 Payment of Costs and Expenses. Whenever, in this Lease Agreement, anything is to be done or performed by Tenant or Lessor, unless otherwise expressly provided to the contrary, it shall be done or performed at the sole cost and expense of Tenant or Lessor as the case may be.

SECTION 6- PURCHASE OPTION.

6.1 Lessor hereby grants to Tenant the option to purchase the Lease Parcel at any time between the Effective Date and the end of the fifth (5th) Lease Year in accordance with the terms and conditions of this Section 6 ("Purchase Option").

6.2 Tenant shall not be eligible to purchase the Lease Parcel unless Tenant first has provided documentation to Lessor establishing full project construction financing commitment on the part of a viable construction lender for the construction of the distillery and public tasting room; Tenant shall not be eligible to purchase the Lease Parcel unless:

6.2.1 Tenant: has received Certificate of Occupancies for the distillery and tasting room within the Project; and

6.2.2 The project construction financing commitment covers the construction of the distillery and tasting room located within the former Fire Station No. 1 building, APN #142-41-022; and

6.2.3 All such plans for the construction have been approved by the City.

6.3 Tenant may not exercise the Purchase Option if it is in material default in the performance or observance of its obligation under this Lease beyond any applicable cure period; provided, however, that if Tenant is in default of any non-monetary obligation under this Lease, it may nevertheless exercise the Purchase Option if (i) the closing of such Purchase Option will either cure or mitigate the effect of such default on Lessor or such default is of a nature that cannot be cured, and (ii) Tenant agrees in writing in favor of Lessor that any claims Lessor may have against Tenant with respect to such default survive the closing of the Purchase Option.

6.4 To exercise the Purchase Option Tenant shall provide Lessor with Tenant's "Notice of Intent to Exercise Option" (the "Option Notice") in the form attached hereto as Exhibit "E." The Option Notice shall include the date by which Tenant desires to close on the purchase. Such Notice shall be given not less than three (3) months nor more than six (6) months prior to the proposed Closing Date.

6.5 If Tenant exercises a purchase option for the Lease Parcel, the purchase price of the Lease Parcel is the appraised value of the property on the Effective Date of the Lease Agreement, which is twenty four thousand five hundred dollars ($24,500.00).

6.6 Once the Notice of Intent to Exercise Option is provided to Lessor, the Lessor shall open escrow and provide Tenant with a title report for the Lease Parcel, as applicable, within thirty (30) days of the opening of Escrow. Within thirty (30) calendar days of receiving Lessor's title report, Tenant shall give notice in writing to Lessor of any defects in or objections to the title as so evidenced, and Lessor either shall clear the title defects and objections so specified or discuss with Tenant a mutually agreeable resolution of the issue of any title defects and objections.

6.7 Closing Costs and Prorations. At close of Escrow, Lessor and Tenant shall share equally the costs of any escrow fees and recording fees. At close of escrow, Lessor shall pay the cost of the premium for the Option Title Policy to the extent of the premium attributable to a standard coverage policy. Tenant shall pay the additional premium associated with ALTA coverage, any survey costs or the cost of any title endorsements requited by Tenant. At close of Escrow, all other closing costs shall be allocated between the Parties according to the law or custom in Maricopa County, Arizona. Each Party shall bear its own legal and other professional fees which shall not be payable through Escrow. Annual Rent to the extent paid by Tenant to Lessor for any period on or after the date of close of Escrow shall be prorated and credited to Tenant's account. Any Additional Charges to be paid by Tenant to any municipality, government agency, taxing authority, utility company, or other third party shall also be prorated at close of Escrow.

6.8 Upon payment of the Lease Parcel Price, Lessor shall convey its fee simple interest in the Lease Parcel to Tenant by special warranty deed In the event the purchase transaction fails to close then this Lease shall continue in full force and effect.

6.9 Upon delivery of the special warranty deed for the entire Lease Parcel to Lessor to Tenant, this Lease shall terminate. The Deed of Conservation Easement, will, however, survive the termination of the Lease. The Parties shall thereafter execute and deliver one to the other any and all necessary documents to evidence the termination of this Lease. If some portion of the Lease Parcel is not included in the special warranty deed, Tenant shall remain obligated to comply with all provision of this Lease applicable to such portion.

6.10 Tenant may not sell, assign, covey, or transfer the option rights set forth in this Section 6 separately from the assignment of this Lease, without the prior, express, and written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any sale, assignment, conveyance, or transfer of this option made, attempted, or suffered, by operation of law or otherwise, without such prior written consent, shall render the option rights of no further force or effect.

6.11 Should Tenant after exercising Purchase Option desire to sell property to a third party, the City shall have a Right of First Refusal to purchase the property at then appraised value at the time Tenant proposes to sell. This Right of First Refusal will survive the exercise of the Purchase Option. The City may exercise this Right of First Refusal by providing a letter indicating the City's intent to exercise its Right of First Refusal together with a copy of an appraisal to Tenant at the address set forth in this Lease.

SECTION 7-PRESERVATION OF THE PROPERTY.

7.1 Maintenance and Repairs.

7.1.1 Primary Improvements. Tenant at all times during the term of the Lease Agreement shall keep and maintain in good order and repair and in a clean and sanitary condition the real property, buildings, structures and improvements included within the Demised Premises, and all equipment and appurtenances, both interior and exterior, structural and non-structural, ordinary or extraordinary, howsoever the necessity or desirability of repairs may occur. All repairs, replacements and renewals shall be made promptly and in accordance with the terms set forth in §3.2. Tenant waives any right created by any legal requirement (now or hereafter in force) to make repairs to the Demised Premises at Lessor's expense, it being understood that Lessor shall in no event be required to make any alterations, improvements or repairs during the Term; except that if any damage to the buildings, structures, or improvements on the Demised Premises, or to any equipment or appurtenances located thereon, shall have been as a result of Lessor's negligent or intentional actions, Lessor shall pay the cost therefore to Tenant.

7.1.2 Ancillary Improvements. Tenant at all times during the Term shall (a) keep and maintain in good order and repair all landscaped areas and the exterior painted surfaces of all buildings, structures and improvements included within the Demised Premises; and (b) keep and maintain in good order and repair any open entertainment areas, fences, signage and parking lot or driveway

constructed by the Tenant on the real property included within the Demised Premises.

7.1.3 Dumpsters. Tenant shall provide and maintain trash dumpsters with covers thereon, about the Demised Premises in which to place any trash, and cause such trash to be removed as often as is required to maintain a sanitary condition. Tenant is obligated to utilize City of Peoria commercial solid waste services at rates established by the City Council, for so long as the City is willing to continue to provide such services.

7.2 Regulatory Requirements.

7.2.1 Tenant Obligation. Tenant shall promptly observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having or claiming jurisdiction over the Demised Premises or any part thereof and (upon receiving written notice of the terms thereof) of all insurance companies writing policies covering the Demised Premises or any part thereof. Without limiting the generality of the foregoing, Tenant shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Demised Premises or required in connection with any building, structure or improvement now or hereafter erected thereon. Notwithstanding the foregoing, nothing contained herein shall be deemed to give either Lessor or Tenant the right to alter the terms of the Lease Agreement without the express written consent of both Parties.

7.2.2 Hazardous Materials. Tenant covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from (any of the foregoing hereinafter described as "Use") the Demised Premises any Hazardous Materials (other than de minimis amounts). Tenant further covenants and agrees to pay all costs and expenses associated with enforcement, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to use of any Hazardous Materials in any amount by Tenant, its employees, agents, invitees, subtenants, licensees, assignees or contractors. For purposes of this Lease Agreement:

7.2.2. 1 "Hazardous Materials" includes but is not be limited to asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance defined as hazardous or regulated or as a pollutant or contaminant in, or the use

of or exposure to which is prohibited, limited, governed or regulated by, any Hazardous Materials Laws;

7.2.2.2 "De Minimis Amounts" means, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any form or combination of form (a) does not constitute a violation of any Hazardous Materials Laws and (b) is customarily employed in, or associated with, distilleries within Maricopa County, Arizona; and

7.2.2.3 "Hazardous Materials Laws" means any federal, state, county, municipal, local or other statute, law, ordinance or regulation now or hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not be limited to the Comprehensive Environment Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq*.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Federal Water Pollution Control Act. 33 U.S.C. Section 1251 *et seq*.; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 260I et seq.; Ariz. Rev. Stat. Ann., Title 49 (the "Arizona Environmental Quality Act of 1986"); and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

7.2.4 Cooperation. Lessor agrees to join in the execution of any instruments which may reasonably be required in order for Tenant to procure the issuance of any licenses, occupational permits, building permit or other government approvals required by Tenant in its use, occupancy or construction of the Demised Premise for authorized uses. Tenant shall indemnify and save Lessor harmless from any expense or toss whatsoever occasioned by Lessor's presence as a party to any such instrument, application or permit.

7.3 Liens.

7.3.1 No Liens. Tenant shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage or other encumbrance upon any interest of Lessor in the real property included within the Demised Premises, provided however that Tenant shall not be prohibited from entering into any contracts in Tenant's capacity as a tenant, rather than as the titleholder of said real property. Should Tenant cause any construction, alterations, rebuilding, restorations, replacements, changes, additions, improvements or repairs to be made on the Demised Premises, or cause any labor to be performed or material to be furnished thereon, therein or thereto, neither Lessor nor the real property included within the Demised Premises shall

under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, and Tenant shall be solely and wholly responsible to contractors, laborers and material men performing such labor and furnishing such material.

7.3.2 Release. If, because of any error, act, or omission (or alleged error, act or omission) of either Tenant or Lessor, any mechanics', material men's or other lien, charge or order for the payment of money shall be filed or recorded against the real property included within the Demised Premises or against Lessor (whether or not such lien, charge or order is valid or enforceable as such), Tenant or Lessor, as the case may be shall, at its own expense, either cause the same to be discharged of record pursuant to A.R.S. § 33-1004, or otherwise cause such discharge or provide reasonable security against same, within thirty (30) days after either shall have received from the other a written notice requesting such discharge.

7.4 Property and Public Liability Insurance. Tenant shall at all times, throughout the term of this Lease Agreement, keep the Demised Premises insured against perils. Tenant shall ensure that all insurance policies in effect for the Demised Premises name the City of Peoria as an additional insured.

7.4.1 General. The insurance policies required by this Lease Agreement shall be written by insurance companies with an A.M. Best's Key Rating Guide of A or better, authorized to do business in the State of Arizona, and shall be written on an occurrence basis or in such other form that is satisfactory to Lessor.

7.4.1.1 As often as any such policy shall expire or otherwise terminate, renewal or additional policies shall be procured and maintained by Tenant and its contractor(s) to provide uninterrupted coverage. Tenant agrees and shall cause its contractor(s) to agree to provide Lessor with certificates of insurance evidencing such insurance policies providing coverage for the Demised Premises and prior to commencing any work.

7.4.1.2 Certificates of insurance evidencing all of the coverages required in this § 6.4 shall be delivered to Lessor prior to the start of construction of any buildings, structures or improvements on or in the Demised Premises and renewal certificates of insurance shall be delivered to Lessor at least thirty (30) days prior to the expiration dates of the respective policies. Such certificates shall also provide that Lessor will receive written notice at least ten (10) days prior to any cancellation, non-renewal or reduction in coverage. Lessor reserves the right to require

Tenant to furnish proof, satisfactory to Lessor that any and all insurance policies for the Demised Premises remain in full force and effect.

7.4.1.3 At Tenant's election, the insurance required hereby may be provided under a blanket policy.

7.4.1.4 Tenant further covenants and agrees to increase the required insurance hereunder to such additional commercially reasonable and available amounts as Lessor may from time to time require in conformance with that customarily required for similar projects in the Phoenix, Arizona area.

7.4.1.5 In the event of toss or destruction under any such policy or policies, Tenant shall promptly proceed with the repair and restoration of the damaged or destroyed buildings, structures or improvements in accordance with and subject to the provisions hereof. The insurance proceeds, if less than fifty thousand dollars ($50,000.00) shall be paid to Tenant for application to such repair and restoration and, if in excess of fifty thousand dollars ($50,000.00) shall be paid to Tenant and thereafter endorsed over to Tenant 's mortgagee, to be held in trust by a bank or title companies designated by such mortgagee, but subject to Lessor's reasonable approval, to be paid out during restoration, as restoration is performed, upon architect's certificates and contractors', subcontractors' and materialmen's waivers of lien for the cost and expense of repairing or restoring the buildings, structures or improvements damaged or destroyed; provided, however, that in the event that such insurance proceeds shall be insufficient to pay fully the cost of completion of such repair or restoration, Tenant shall provide Lessor reasonable assurances of the availability of sufficient funds to complete before any such repair and restoration are commenced so that it shall appear to the reasonable satisfaction of Lessor that the amount of insurance money in the hands of said trustee shall at all times be sufficient to pay for the completion of said repairs or restoration free and clear of liens. Upon the completion of said repair or restoration, free and clear of all liens, any surplus of insurance monies shall be paid to Tenant, provided that Tenant is not then in default under this Lease Agreement. In the event that this Lease Agreement shall have been terminated for any default of Tenant under any of the terms and provisions contained in this Lease Agreement, subject to the rights of any Tenant 's mortgagee, all insurance proceeds in the hands of said trustee and all claims against insurers shall be and become the absolute property of Lessor.

7.4.2 Tenant Insurance. Tenant, during the entire term of this Lease Agreement, shall provide, secure, pay for and maintain all of the following insurance coverage, indemnification and waivers as set forth immediately below.

7.4.2. 1 Statutory workers' compensation insurance, in an amount required by the State of Arizona and any and all applicable insurance required by any employee benefit acts or other statutes as will protect Tenant's employees from any and all liability under the aforementioned acts and statutes for work performed at the Demised Premises.

7.4.2.2 Commercial general liability insurance in an amount not less than one million dollars ($1,000,000.00) combined single limit per occurrence and not less than two million dollars $(2,000,000.00) general aggregate, including but not limited to coverage for explosion, collapse, and underground work as well as contractual liability coverage and including Lessor as an additional insured on a primary non-contributory basis with respect to any other insurance available to Lessor. During any period that Tenant offers alcoholic beverages for sale on the Demised Premises, Tenant shall obtain a liquor liability endorsement to said commercial general liability policy in an amount not less than one million dollars ($1,000,000.00) combined single limit per occurrence and not less than two million dollars ($2,000,000.00) general aggregate.

7.4.2.3 Tenant (including anyone holding under Tenant and any and all subtenants and other occupants of the Demised Premises), as the case may be, shall: (a) provide waivers of liability in favor of Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees releasing the same from any and all liability for any and all bodily injury, personal injury and toss of or damage to property (including also any and all toss of use resulting therefrom); (b) require any and all insurers for the Demised Premises to name the Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees as Additional Insureds in all insurance policies required hereunder; and, (c) require that Tenant (including also anyone holding under Tenant and any and all sub-tenants and other occupants of the Demised Premises) and all insurers providing policies of insurance hereunder waive their rights of subrogation against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees. The above-referenced waivers of liability and subrogation shall not apply to Lessor's negligent or intentional acts but said waivers of liability and subrogation shall be applicable to any negligence imputed to Lessor, its agents, representatives, officers, directors, elected and

appointed officials, and employees by operation of law as a result of the action or non-action of Tenant (including anyone holding under Tenant and any and all sub-tenants and other occupants of the Demised Premises) and their respective insurers for work performed on, or services provided to, the Demised Premises).

7.4.2.4 Should Tenant utilize any steam or pressure boilers, or other similar apparatus on the Demised Premises, Tenant shall maintain boiler and machinery coverage, to include explosion insurance, with respect to any steam or pressure boilers and similar apparatus located on the Demised Premises in an amount not less than one million dollars ($1,000,000.00) combined single limit per occurrence and not less than two million dollars ($2,000,000.00) general aggregate and insurance against such other hazards and in such amounts as Lessor may reasonably require for its protection.

7.4.3 Contractor Insurance. During the entire term of this Lease Agreement, except in the case of usual and customary maintenance, repair and replacement of the Demises Premises, Tenant shall require the general contractor performing work or services to the Demised Premises with Tenant's consent or approval, to provide, secure, pay for and maintain the following insurance coverage, indemnification and waivers as set forth in §§ 7.4.3.1 through 7.4.3.5 (inclusive) immediately below.

7.4.3. 1 Statutory workers' compensation insurance, with limits of not less than one million dollars ($1,000,000.00) on an occurrence basis, one million dollars ($1,000,000.00) disease for each employee, two million dollars ($2,000.000.00) disease policy limit and any and all insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect Tenant's employees, contractors and subcontractors from any and all liability under the aforementioned acts and statutes.

7.4.3.2 Commercial general liability insurance in an amount not less than three million dollars ($3,000,000.00) combined single limit per occurrence and not less than five million dollars ($5,000,000.00) general aggregate, including but not limited to coverage for explosion, collapse, and underground work as well as liability coverage and including Lessor as an additional insured on a primary non-contributory basis with respect to any other insurance available to Lessor.

7.4.3.4 Either of the following: (a) owner's and contractor' s protective liability insurance with limits of not less than one million dollars ($1,000,000.00) combined single limit per occurrence and not less than two million dollars ($2,000,000.00) general aggregate as will insure Lessor as named insured against any and all claims for bodily injury, including death resulting therefrom, personal injury or damage to the property of others, arising from or in any way connected to Tenant's contractor(s) performance of work on, or services provided to, the Demised Premises or (b) in lieu of the foregoing owner's and contractor's protective liability insurance specified herein, an endorsement to the commercial general liability insurance specified above providing for a separate general aggregate limit of insurance of not less than five million dollars ($5,000,000.00) on an occurrence basis.

7.4.3.5 Tenant shall cause the above-referenced contractor(s) and sub-contractor(s) (and their respective insurers) to: (a) provide waivers of liability in favor of Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees releasing and holding harmless the same from any and all liability for any and all bodily injury, including death resulting therefrom, personal injury and loss of or damage to property (including also any and all loss of use resulting therefrom); (b) require the above-referenced contractor(s) and sub-contractor(s) to name the Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees as additional Insureds in all insurance policies required hereunder; and, (c) require that the contractor(s), sub-contractor(s) and all insurers providing policies of insurance hereunder waive their rights of subrogation against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees. The above-referenced waivers of liability and subrogation shall not apply to Lessor's negligent or intentional acts but shall be applicable to any negligence imputed to Lessor, its agents, representatives, officers, directors, elected officials and employees by operation of law as a result of the action or non-action of Tenant's contractor(s), sub- contractor(s) and their respective insurers for work performed on, or services provided to, the Demised Premises.

7.4.3.6 Subcontractors. Tenant shall cause the general contractor to cause all subcontractors to provide insurance coverage as is generally provided in comparable projects in the metropolitan Phoenix area.

7.5 Indemnification.

7.5.1 Tenant Obligation. Tenant shall protect, indemnify and hold Lessor, its agents, representatives, officers, directors, elected and appointed officials and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against Lessor, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of: (a) any use, nonuse or condition of the Demised Premises or any part thereof; (b) any accident, injury to or death of persons (including workmen) or toss of or damage to property occurring on or about the Demised Premises or any part thereof; (c) any failure on the part of Tenant to perform or comply with any of the terms of this Lease Agreement; (d) performance of any labor or services or the furnishing of any materials or other property with respect to the Demised Premises or any part thereof; or (c) any failure on the part of Tenant to comply with any of the matters set forth herein, including but not limited to any failure by Tenant to clean up any hazardous materials.

7.5.1.1 Duty to Defend. In the event Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees should be made a defendant in any action, suit or proceeding brought by reason of any such occurrence, Tenant shall at its own expense resist and defend such action, suit or proceeding or cause the same to he resisted and defended by counsel designated by Tenant and reasonably approved by Lessor. Except for the negligence of Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees if any such action, suit or proceeding should result in a final judgment against Lessor, Tenant shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of Tenant under this § 7.5.1.1 arising by reason of any such occurrence taking place while this Lease Agreement is in effect shall survive any termination or other form of cancellation of this Lease Agreement.

7.5.1.2 Continuing Duty to Defend. Notwithstanding the terms and conditions contained herein, Tenant shall be required to protect, defend, indemnify, satisfy or hold harmless Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees in the event negligence is imputed by operation of law against Lessor, its agents, representatives, officers, directors,

elected and appointed officials, and employees as a result of the actions or non-action of Tenant, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Demised Premises.

7.5.2 Lessor Obligation. Except for any responsibility alleged or allocated to Lessor by reason of its failure to enforce the terms of this Lease Agreement, Lessor shall protect, indemnify and hold Tenant harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees and expenses) imposed upon or asserted against Tenant by reason of the negligence of Lessor, its agents, representatives, officers, directors, elected and appointed officials, or employees.

7.5.2.1 Duty to Defend. In the event Tenant should be made a defendant in any action, suit or proceeding brought by reason of Lessor's, its agents', representatives', officers', directors', elected and appointed officials', and employees' negligence, Lessor shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Lessor. Except to the extent of Tenant's negligence, if any such action, suit or proceeding should result in a final judgment against Tenant, Lessor shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of Lessor under this § 7.5 arising by reason of any such occurrence taking place while this Lease Agreement is in effect shall survive any Termination or other form of cancellation of this Lease Agreement.

7.5.2.2 Limitation. Notwithstanding the obligations imposed upon Lessor, Lessor its agents, representatives, officers, directors, elected and appointed officials, and employees shall not be required to protect, defend, indemnify, satisfy any judgment or hold Tenant harmless for any negligence imputed against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees by operation of law as a result of the action or non-action of Tenant, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Demised Premises.

7.6 Damage or Destruction.

7.6.1 Notice. In the event of damage to or destruction of any of the buildings, structures or improvements included within the Demised Premises by fire or other casualty, Tenant shall give Lessor and any mortgagee immediate notice thereof and shall at its own expense and whether or not the insurance proceeds are sufficient for the purpose, promptly commence and thereafter diligently pursue completion of the repair, restoration or rebuilding of the same so that upon completion of such repairs, restoration or rebuilding, the value and rental value of the buildings, structures or improvements shall be substantially equal to the value and rental value thereof immediately prior to the occurrence of such fire or other casualty.

7.6.2 Termination. Notwithstanding anything to the contrary contained herein, if the buildings, structures or improvements included within the Demised Premises should be the subject of any proposed or contemplated eminent domain proceeding, or rendered untenable by fire or other casualty during the last five (5) years of the Lease Agreement, or the last two (2) years of any extension, to the extent of a toss of ten percent (10%) or more of the legally required (per Peoria City Code in effect as of the Effective Date) parking, or fifty percent (50%) or more of the replacement cost of said buildings, structures or improvements, Tenant may, at Tenant's option, terminate this Lease Agreement, provided however, subject to any rights of any mortgagees of Tenant's leasehold interest, that Tenant shall pay over to Lessor all casualty insurance or eminent domain proceeds received or receivable by reason of the destruction of said buildings, structures or improvements. Tenant's option to terminate shall he evidenced by a written notice given to Lessor within sixty (60) days after the occurrence of such damage or destruction.

7.6.3 Option. Notwithstanding anything to the contrary contained herein, if the buildings, structures or improvements included within the Demised Premises should be the subject of any proposed or contemplated eminent domain proceeding, or rendered untenable by fire or other casualty, to the extent of a loss of ten percent (10%) or more of the legally required (per Peoria City Code in effect as of the Effective Date) parking, or fifty percent (50%) or more of the replacement cost of said buildings, structures or improvements, during a Lease Year other than that referred to above, Tenant and Lessor, subject to the approval of the Peoria City Council, may mutually agree in writing that Tenant is relieved of any obligation to rebuild on the real property included within the Demised Premises and is further

relieved of all obligations under the Lease Agreement. In such event, subject to any rights of any mortgagees of Tenant's leasehold interest, and subject to any rights of Tenant to an equitable portion attributable to its equity in any improvements, Tenant shall pay over to Lessor all eminent domain or casualty proceeds received or receivable by reason of the destruction of said building structures or improvements under this provision.

7.7 Memorandum Provisions

7.7.1 Memorandum for Recording. Within ten (10) calendar days after the Effective Date of the Lease Agreement, Lessor and Tenant shall execute and cause to be placed of record with the Maricopa County Recorder's Office, and any other public or private official, a memorandum in recordable form evidencing the existence of this Lease Agreement

7.7.2 Estoppel Certificate. Lessor or Tenant, as the case may be, will execute, acknowledge and deliver to the other within fifteen (15) days following request therefore, a certificate certifying (a) that this Lease Agreement is unmodified and in full force (or, if there have been modifications, that the Lease Agreement is in full force and effect, as modified, and stating the modifications), and (b) the dates, if any, to which Rent, Additional Charges and other sums payable hereunder have been paid, and (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate. Any prospective purchaser or encumbrancer of the Demised Premises or any part may rely upon any such certificate thereof. Either party's failure to deliver such certificate within the time permitted hereby shall be conclusive upon such party that this Lease Agreement is in full force and affect, except to the extent any modification has been represented by the requesting party, and that there are no uncured defaults in such party's performance.

SECTION 8-CHANGES IN LEASEHOLD CONTROL.

8.1 Parties Bound. This Lease Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, their personal representatives, their respective successors in office and permitted assigns of the Parties hereto for the entire term of this Lease Agreement.

8.2 Assignment and Subletting.

8.2.1 Consent Required. Tenant shall not transfer or assign this Lease Agreement or any interest in this Lease Agreement or sublet the Demised Premises or any portion thereof prior to substantial completion of the site work and building modifications without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld; provided that Tenant shall he entitled to enter into subleases for portions of the Demised Premises which shall provide for occupancy by such subleases upon completion of such work. Any attempted transfer, assignment or subletting, including any involuntary transfers or assignment by operation of law, prior to substantial completion of the site work and building renovations, without such written consent shall be void and confer no rights upon any third person, and at the option of Lessor, shall cause a termination of this Lease Agreement, in which event said third person shall occupy the Demised Premises as a tenant at sufferance. No such prohibited transfer, assignment or subletting shall relieve Tenant of its liability for the full performance of all of the terms, agreements, covenants and conditions of this Lease Agreement. A consent by Lessor to one transfer, assignment or subletting shall not operate as a waiver of this § 8.2 as to any future transfer, assignment or subletting, and this §8.2 shall apply to any transferee, assignee or subtenant. The provisions of this § 8.2, however, shall not preclude Tenant's mortgaging or otherwise hypothecating its leasehold estate in accordance herewith or entering into subleases in the ordinary course of business.

8.2.2 Technical Requirements. Each transfer, assignment, and subletting to which there has been consent, or to which no such consent is required shall, be by an instrument in writing in a form satisfactory to Lessor, and shall be executed by the transferor, assignor or sublessor; and the transferee, assignee, or subtenant shall agree in writing, for the benefit of Lessor, to assume, be bound by, and to perform the terms, covenants and conditions of this Lease Agreement to be done, kept and performed by Tenant. One executed copy of such written instrument shall be delivered to Lessor. A consent to any transfer, assignment or subletting shall not constitute a waiver or discharge of the provisions of this paragraph with respect to a subsequent transfer, assignment or subletting from becoming effective. The acceptance of Rent or

Additional Charges from any other person shall not be deemed to be a waiver of any of the provisions of this Lease Agreement or consent to the transfer, assignment or subletting of the Demised Premises.

8.2.3 Costs. Tenant agrees to reimburse Lessor for Lessor's reasonable costs (including but not limited to attorneys' fees) in conjunction with the processing of any request for consent under this §8.2, not to exceed one thousand dollars ($1,000.00) per consent.

8.3 Assignment of Rents, Income and Profits. Tenant hereby absolutely and irrevocably assigns to Lessor all rents, income and profits accruing to Tenant from permitted subtenants of all or a portion of the Demised Premises and the buildings, structures or improvements thereon, together with the right to collect and receive the same; provided that so long as Tenant is not in default hereunder, Tenant shall have the right to collect and retain such rents, income and profits. Lessor shall apply to rent and other monies due hereunder the net amount (after deducting all costs and expenses incident to the collection thereof and the operation and maintenance, including repairs, of the Demised Premises) of any rents, income and profits so collected and received by it. Notwithstanding the foregoing, if Tenant mortgages its leasehold interest pursuant to § 8.4 and pledges to the mortgagee an assignment of rents, income and profits as part of its security, then during the Term of the Lease Agreement, the assignment herein shall be junior to the assignment in favor of the mortgagee.

8.4 General Provisions-Mortgage.

8.4.1 Right to Mortgage. Tenant shall have the right to mortgage its interest in this Lease Agreement (but in no event the fee interest of the real property included within the Demised Premises, which may be assigned, encumbered and mortgaged only with the written consent of Lessor) to a bank, insurance company or other bona fide lender provided that any leasehold mortgage shall be subject and subordinate to the rights of Lessor hereunder. As used herein, the noun "mortgage" includes a deed of trust; the verb "mortgage" includes the creation of a deed of trust, and the word “mortgagee" includes the beneficiary under a deed of trust.

8.4.2 Notice. If Tenant shall mortgage this Lease Agreement in accordance with §8.4, and shall have furnished Lessor the name and mailing address of the mortgagee, then Lessor shall not be empowered to terminate this Lease Agreement by reason of the occurrence of any

default hereunder, unless Lessor shall have given the mortgagee under such leasehold mortgage a copy of its notice to Tenant of such default and the default shall continue for twenty (20) days after the mortgagee has been given such notice.

8.4.3 Right to Remedy. The leasehold mortgagee shall have the right to remedy any default under this Lease Agreement and Lessor shall accept such performance by or at the instance of such leasehold mortgagee as if Tenant had made the same.

8.4.4 Foreclosure. In case of default, Lessor shall not be empowered to terminate this Lease Agreement by reason of the occurrence of such default if leasehold mortgagee, within twenty (20) days after the giving of notice of such default, shall commence foreclosure or similar proceedings under the mortgage for the purpose of acquiring Tenant's interest in this Lease Agreement and shall thereafter diligently prosecute the same; provided that during the pendency of such foreclosure proceedings and the period of redemption, leasehold mortgagee shall remedy any existing defaults under this Lease Agreement, shall pay to Lessor, when due, all Rent, Additional Charges and other sums due hereunder and shall perform or cause to he performed all other agreements, terms, covenants and conditions arising out of or contained herein in this Lease Agreement.

8.4.5 Status of Mortgagee. The leasehold mortgagee may become the owner and holder of the leasehold estate under this Lease Agreement by foreclosure of its leasehold mortgage or as a result of the assignment of this Lease Agreement in lieu of foreclosure. Upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights, privileges, obligations and liabilities of the original Tenant, except that leasehold mortgagee shall have the right to assign its interest under this Lease Agreement and, provided the assignee shall assume and agree to perform and be bound by all of the terms hereof, to be relieved of further liability hereunder.

8.4.6 Insurance. Lessor agrees that the name of the leasehold mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant under this Lease Agreement, and the mortgagee may receive and hold insurance proceeds thereunder on the condition that the insurance proceeds be applied in the manner specified in this Lease Agreement.

8.4.7 New Lease. Lessor agrees that in the event of termination of this Lease Agreement by reason of the bankruptcy of Tenant or any uncured default by Tenant, that Lessor will enter into a new lease for the Demised Parcel with the leasehold mortgagee or its nominee for the remainder of the Lease Term effective as of the date of such termination, provided all Rent and Additional Charges are brought current, and upon the terms, provisions, covenants and agreements contained in this Lease Agreement, subject to the rights, if any, of the Parties then in possession of any part of the Demised Parcel, provided:

The mortgagee or its nominee shall make written request upon Lessor for the new lease agreement within thirty (30) days after the date the mortgagee receives written notice from Lessor of such termination and the Rent due and unpaid. The written request shall be accompanied by any then due payments of Rent under this Lease Agreement; and the mortgagee or nominee shall execute and deliver the new lease agreement within thirty (30) days after Lessor has delivered it.

8.4.7.2 The mortgagee or its nominee shall pay to Lessor, at the time of execution and delivery of the new lease agreement, any and all sums which would then be due pursuant to this Lease Agreement but for such termination and, in addition thereto, any reasonable expenses, including reasonable attorney's fees, which Lessor shall have incurred by reason of such default, including the costs of negotiation, approval and recording the new lease agreement.

8.4.7.3 The mortgagee or its nominee shall perform and observe all covenants in this Lease Agreement to be performed by Tenant and shall further remedy any other defaults under covenants which Tenant was obligated to perform under the terms of this Lease Agreement that are capable of being remedied by the leasehold mortgagee.

8.4.7.4 The new lease agreement shall be expressly made subject to the rights that survive, if any, of Tenant under this Lease Agreement and the rights of any subtenants.

8.4.7.5 The tenant under the new lease agreement shall have the same right, title and interest in and to the Demised Parcel as Tenant has under this Lease Agreement.

8.4.8 Exercise of Remedies. If, after receiving a notice of default under this Lease Agreement, the leasehold mortgagee decides to foreclose or otherwise exercise remedies against Tenant, Lessor agrees to forebear from the exercise of any remedies available to Lessor under this Lease Agreement for so long as the leasehold mortgagee pays all Rent hereunder, and otherwise performs or causes to be performed the obligations of Tenant hereunder, as and when due, and diligently pursues the exercise of such remedies, including without limitation, any period during which the leasehold mortgagee seeks possession of the Demised Parcel pursuant to judicial proceedings (including any period during which the leasehold mortgagee is subject to a stay imposed by any court). Notwithstanding anything to the contrary, Lessor agrees to recognize as "Tenant" under this Lease Agreement the leasehold mortgagee, its nominee or any purchaser at a foreclosure sale or by assignment in lieu of foreclosure, provided that (a) prior to any foreclosure or deed in lieu of foreclosure, Lessor shall be given the right, exercisable at Lessor's sole option, to terminate this Lease Agreement and purchase the improvements located on the Demised Premises free and clear of any interest of Tenant or lien in favor of such leasehold mortgagee at a purchase price equal to the amount then due and payable to such leasehold mortgagee and secured by its mortgage encumbering Tenant 's interest in this lease Agreement (and Tenant hereby agrees to execute all documents and take such other actions as may be necessary to give effect to the foregoing right of Lessor), and (b) such leasehold mortgagee, nominee or purchaser promptly cures all defaults that arc curable by the payment of money and upon obtaining possession of the Demised Parcel proceeds with diligence to cure all other defaults capable of cure by such leasehold mortgagee, nominee or purchaser.

8.4.9 Liability of Leasehold Mortgagee. Except in connection with a leasehold mortgagee’s exercise of any right it may have to obtain a new lease under § 7.4.7 above. or any purchase, assumption or other acquisition in § 8.4.8 above, a leasehold mortgagee shall not, as a condition to the exercise of its rights hereunder, be required to assume any personal liability for the payment and performance of the obligations of Tenant hereunder, and any such payment or performance or other act by the leasehold mortgagee hereunder shall not be construed as an undertaking by such leasehold mortgagee to assume such personal liability.

8.5 Conveyance by Lessor.

8.5.1 In the event that Lessor (or any successor Lessor) shall intend to list or market for sale, or shall otherwise intend to sell, convey or dispose of the real property included within the Demised Premises, Tenant shall be given prompt

written notice of such intent with respect to the real property included within the Demised Premises. Tenant, within ninety (90) days after receipt of the written notice from Lessor (or successor Lessor), shall have first right to offer to purchase the real property included within the Demised Premises at the prevailing market rate for the real property, unless the notice is within the first five (5) years of the Lease Agreement at which time the provisions of § 6 shall govern any Purchase Option by Tenant. If Tenant is unable or unwilling to purchase the real property included within the Demised Premises, or if Lessor and Tenant are unable to agree on the prevailing market rate within the ninety (90) day time period, Lessor (or any successor Lessor) may proceed to solicit and accept other offer(s) to purchase the real property included within the Demised Premises or otherwise sell, convey or dispose of the real property included within the Demised Premises; provided, however, in such event Tenant shall have a Right of First Refusal to purchase such real estate on the same terms and conditions contained in any such offer, which right shall be exercised by Tenant in writing within thirty (30) days of receipt from Lessor of a copy of such offer. In the event Lessor or any successor Lessor shall accept an offer to purchase or otherwise sell, convey or dispose of the real property included within the Demised Premises, after the expiration of said thirty (30) days and provided Tenant has failed to exercise such Right of First Refusal, it shall thereupon be released from all liabilities and obligations imposed upon Lessor under this Lease Agreement (except those accruing prior to such conveyance or other disposition) and such liabilities and obligations shall be binding solely on the then owner of the real property included within the Demised Premises, which owner shall be deemed to have assumed the same.

8.5.2 Intent to Terminate. If Tenant does not exercise its option to purchase the real property included within the Demised Premises, Tenant may, within ninety (90) days after the transfer of ownership of the real property included within the Demised Premises, provide written notice to the successor Lessor of Tenant's intent to terminate the Lease Agreement. In such event, Tenant shall have twelve (12) months from the date of the written notice to vacate and terminate the Lease Agreement. During the twelve (12) month period, all other terms and conditions of the Lease Agreement shall remain in effect.

8.5.3 Definition. The word "Lessor" shall include not only the original Lessor but also any person or entity hereafter acquiring the Lessor's interest in this Lease Agreement.

SECTION 9-DEFAULTS BY TENANT.

9.1 Events. Each of the following occurrences shall be an event of default hereunder:

9.1.1 If Tenant shall fail to pay any Rent or Additional Charges or any sum due hereunder promptly when due and such failure shall continue for ten (10) days after notice thereof in writing to Tenant.

9.1.2 If default shall be made by Tenant in any of the other covenants, agreements, conditions or undertakings herein to he kept, observed and performed by Tenant (not including the occurrence of any event referred to in §§ 9.1.1 through 9.1.6 and such default shall continue for thirty (30) days after notice thereof in writing to Tenant).

9.1.3 If Tenant shall voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Tenant shall not remain in default if Tenant shall continue to pay all Rent and Additional Charges and comply with all other terms and conditions of the Lease Agreement.

9.1.4 If a trustee or receiver shall be appointed for Tenant or for a major portion of its property or for any portion of the Demised Premises.

9.1.5 If any court shall have taken jurisdiction of a major portion of the property of Tenant or any portion of the Demised Premises in any involuntary proceeding for dissolution, liquidation or winding up of Tenant and such jurisdiction shall not be relinquished or vacated within sixty (60) days.

9.1.6 If Tenant shall make an assignment for the benefit of its creditors.

9.2 Right of Reentry. Upon the occurrence of any default that is not cured within the applicable cure period, and at any time after the expiration of the applicable cure period, Lessor shall have the right, at its election, to reenter the Demised Premises and the buildings, structures and improvements then situated thereon, or any part thereof, and to expel, remove and put out Tenant and all persons occupying or upon the same under Tenant, using such force as may be necessary in so doing, and again to possess the premises and enjoy the same as in their former estate and to take full possession of and control over the Demised Premises and the buildings, structures and improvements thereon and to have, hold and enjoy the same and to receive all rental income of and from the same. No reentry by Lessor shall be deemed an acceptance of a surrender of this Lease Agreement, nor shall it absolve or discharge Tenant from any liability under

this Lease Agreement. Upon such reentry, all rights of Tenant to occupy or possess the Demised Premises shall cease and terminate.

Nothing in this sub-paragraph shall be deemed to supersede those rights of reentry included within the Deed of Conservation Easement Lessee is concurrently entering in to pursuant to Exhibit “D” to this Lease Agreement.

9.3 Right to Terminate. Upon the occurrence of any default and at any time thereafter, Lessor shall have the right, at its election, with or without reentry as provided in § 9.1, to give written notice to Tenant stating that this Lease Agreement and the real property hereby demised shall terminate on the date specified by such notice, and upon the date specified in such notice this Lease Agreement and the real property hereby demised and all rights of Tenant hereunder shall terminate. Upon such termination, Tenant shall quit and peacefully surrender to Lessor the Demised Premises and the buildings, structures and improvements then situated thereon.

9.4 Right to Relet. At any time and from time to time after such reentry, Lessor may relet the Demised Premises and the buildings, structures and improvements thereon, or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease Agreement), and on such conditions (which may include concessions or free rental) as Lessor, in its reasonable discretion, may determine and may collect and receive the rental therefore. However, in no event shall Lessor be under any obligation to relet the Demised Premises and the buildings, structures and improvements thereon, or any part thereof, and Lessor shall in no way be responsible or liable for any failure to relet or for any failure to collect any rental due upon any such reletting; provided, however, that Lessor's failure to mitigate its damage in a commercially reasonable manner shall discharge Tenant from liability for the damages that could have been mitigated. Even though it may relet the Demised Premises, Lessor shall have the right thereafter to terminate this Lease Agreement and all of the rights of Tenant in or to the Demised Premises.

9.5 Damages. Tenant shall pay such damages to Lessor monthly on the first day of each month, and Lessor shall be entitled to recover from Tenant monthly, as the same shall arise. Tenant shall be liable for such damages on a monthly basis, whether or not in any prior month or months the net proceeds described below shall have exceeded the Annual Rental and Additional Charges described below. Unless Lessor shall have notified Tenant in writing that it has elected to terminate this Lease Agreement, no such reentry or action in lawful detainer or otherwise to obtain possession of the Demised Premises shall relieve Tenant of its liability and obligations under this Lease Agreement; and all such liability and obligations shall survive any such reentry. In the event of any such reentry, whether or not the Demised Premises and the buildings, structures and

improvements thereon, or any part thereof, shall have been relet, Tenant shall pay to Lessor the entire Rent and all other Additional Charges required to be paid by Tenant up to the time of such reentry under this Lease Agreement, and thereafter Tenant, until the end of what would have been the term of this Lease Agreement in the absence of such reentry, shall be liable to Lessor and shall pay to Lessor, as and for liquidated and agreed damages for Tenant's default:

9.5.1 The amount of Annual Rental and Additional Charges which would be payable under this Lease Agreement by Tenant if this Lease Agreement were still in effect, less

9.5.2 The net proceeds of any reletting, after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation all reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation for such reletting.

9.6 Other Rights. In the event of any breach by Tenant of any of the terms, covenants or agreements contained in this Lease Agreement, Lessor shall have, in addition to any specific remedies provided in this Lease Agreement, the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise, including the right to enjoin such breach.

9.7 Rights Cumulative. Each right and remedy of Lessor provided for in this Lease Agreement shall be cumulative and in addition to every other right or remedy provided for in this Lease Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise by Lessor of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

9.8 Incurable Default. If Tenant is late in its annual Rent by thirty (30) days, the default is incurable and Lessor will be entitled to immediate possession of the Demised Premises. Moreover, if in any one period of twelve (12) consecutive months, Tenant shall have been in default in the payment of Rent or in the payment of Additional Charges, or both, more than two (2) times and Lessor, because of such defaults, shall have served upon Tenant within said twelve (12) month period two (2) or more notices, then the third default shall be deemed to be an incurable default and Lessor shall be entitled to immediate possession of the Demised Premises.

9.9 Right to Cure Tenant's Defaults. Except with respect to Tenant's failure to operate its business, in the event Tenant shall be in default of this Lease Agreement, which default remains uncured during any applicable cure period provided herein,

Lessor may at any time, without further notice, cure such breach for the account and at the expense of Tenant. If Lessor at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Lessor's rights under this Lease Agreement or otherwise, the sum or sums so paid by Lessor, with all interest, costs and damages, shall he deemed to be Additional Charges and shall be due from Tenant to Lessor on the first day of the month following the incurring of such expenses or the payment of such sums.

9.10 Delay of Performance. Any prevention, delay or stoppage due to strikes, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other monies to be paid by Tenant pursuant to this Lease Agreement.

SECTION 10--MISCELLANEOUS.

10.1 Corporate Status of Tenant. Tenant covenants that it is a valid and existing limited liability company under the laws of the State of Arizona, that it is duly qualified and licensed to do business in the State of Arizona and in the City of Peoria, Arizona, and that it has full right and authority to enter into this Lease Agreement.

10.2 Tenant's Statutory Rights. In the event of any termination of the Term of this Lease Agreement (or any repossession of the Demised Premises) Tenant, so far as permitted by law, waives any notice of reentry with or without the institution of legal proceedings to accomplish such reentry.

10.3 Waiver of Performance. No failure by Lessor or Tenant to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof and no submission by Tenant or acceptance by Lessor of full or partial Rent or Additional Charges during the continuance of any such breach shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease Agreement, which shall continue in full force and effect, nor the respective rights of Lessor or Tenant with respect to any other then existing or subsequent breach.

10.4 Remedies Cumulative. Each right, power and remedy provided for in this Lease Agreement or now or hereafter existing al law, in equity or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease Agreement or now or hereafter existing at law, in equity or otherwise; and the exercise or beginning of the exercise of any one or more of the rights, powers

or remedies provided in this Lease Agreement shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

10.5 Title to Buildings and Improvements. Provided that Tenant is not in default of this Lease Agreement, and specifically excluding the real property on the Demised Premises, title to the buildings, structures, equipment in or appurtenant thereto, improvements, and all changes, additions and alterations therein, and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the real properly included within the Demised Premises by Tenant, shall be and remain in Tenant until the expiration of the Term of the Lease Agreement, unless sooner terminated as herein provided. As long as the City of Peoria remains the owner of the real property included within the Demised Real Properly, the buildings, structures and improvements created, constructed, installed or placed upon the real property included within the Demised Premises during the Term of the Lease Agreement, including all extensions thereto, shall become the property of the City of Peoria upon termination of Tenant's leasehold interest.

10.5.1 Tenant shall repair and replace, at its sole cost and expense, any portion of the real property included within the Demised Premises which is damaged and shall deliver to Lessor quiet and peaceable possession of the real property included within the Demised Premises, cleared of all persons and property not belonging to Lessor.

10.5.2 If requested by Lessor, Tenant shall execute any instruments or documents reasonably required by Lessor to evidence the vesting of title to such property in Lessor. While this Lease Agreement remains in effect, Tenant alone shall be entitled to claim depreciation on the buildings, structures, improvements, additions and alterations therein included within the Demised Premises, and all renewals and replacements thereof, for taxation purposes.

10.5.3 If requested by Tenant, Lessor shall not unreasonably withhold its consent to any Declaration of Easements, Covenants, and Restrictions between the Demised Premises and the Option Parcel, which establishes obligations between the respective lessees and sublessees thereof with respect to the use and operation of said properties. However, in no event will the Lessor become obligated to convey an interest in land without adequate, commercially reasonable consideration.

10.6 Attorneys Fees. In the event Lessor should bring suit for possession of the Demised Premises, for the recovery of any sum due hereunder, or for any other relief against Tenant, declaratory or otherwise, arising out of a breach of any term or condition of this Lease Agreement, or in the event Tenant should bring any action for

any relief against Lessor, declaratory or otherwise, arising out of this Lease Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, as allowed by law.

10.7 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given within three (3) days after the same has been mailed by registered or certified mail, postage prepaid, or within two (2) days after delivery by a nationally recognized overnight courier service (e.g., UPS, Federal Express) or personally delivered to the respective party at the address shown below:

To Tenant:

LUCIDI DISTILLING CO LLC, an Arizona limited liability corporation
Christopher Q. Lucidi, Sole Member
31307 North 137th Avenue
Peoria, Arizona 85383

With a copy to:

Lyndon Steimel, Esq.
Attorney at Law
14614 North Kierland, Blvd. Suite N136
Scottsdale, Arizona 85254-2744

To Lessor: City of Peoria, Arizona
P.O. Box 4038
Peoria, Arizona 85380-4038

With a Copy to:

Carl Swenson, City Manager
City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345

Stephen M. Kemp, City Attorney
City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345

Or at such other address as either party shall from time to lime designate in writing to the other.

10.8 Time of Essence. Time is declared to be of the essence in this Lease Agreement.

10.9 Section Headings; References; Interpretation. The section headings contained in this Lease Agreement are for purposes of convenience and reference only and shall not limit, describe or define the meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the last day of any time period slated herein shall fall on a Saturday, Sunday or legal holiday in the Stale of Arizona, then the duration of such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

10.10 Severability. If any provision of this Lease Agreement is declared void, unenforceable or against public policy, such provision shall be deemed stricken and severed from this Lease Agreement, with the remainder of the Lease Agreement in full force and effect.

10.11 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof shall not violate any applicable law and are intended to be limited to the extent necessary so that they shall not render this Lease Agreement invalid or unenforceable under any applicable law. If any term or condition of this Lease Agreement shall be held to be invalid, illegal or unenforceable or against public policy, such provision shall he deemed stricken from this Lease Agreement and the validity of the other terms of this Lease Agreement shall in no way he affected thereby and this Lease Agreement, absent the stricken provision, shall otherwise remain in full force and effect.

10.12 Governing Law and Choice of Forum. This Lease Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce or construe any provision of this Lease Agreement shall be commenced and maintained in the Superior Court of Maricopa County, Arizona (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona if, and only if, the Maricopa County Superior Court lacks or declines jurisdiction over such action).

10.13 Brokers or Agents. Tenant represents and warrants to Lessor that, there is no broker or agent to whom a commission will be paid by Tenant pursuant to a separate agreement between Tenant and said broker or agent, Tenant has had no dealings or discussions with any broker or agent (licensed or otherwise) in connection with this

Lease Agreement and Tenant covenants to pay, hold harmless and indemnify Lessor from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any breach of this representation and warranty.

10.14 Consent or Approval. Except as otherwise expressly provided herein, any consent, or approval required in this Lease Agreement shall not be unreasonably withheld or delayed. The requesting party shall be entitled to seek specific performance and shall have such other remedies as are reserved to it under the Lease Agreement, but in no event shall Lessor or Tenant be responsible for damages to anyone for such failure to give consent or approval.

10.15 Relationship. This is a ground lease agreement. This Lease Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between Lessor and Tenant, and it shall be construed strictly in accordance with its terms and conditions. Nothing contained herein is intended to confer a benefit upon any third Parties.

10.16 Further Instruments and Documents. Lessor and Tenant shall, upon request from the other promptly acknowledge and deliver to the other any and all further documents, instruments or assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Lease Agreement.

10.17 Intended Agreement. This Lease Agreement is the result of arms-length negotiations between Parties of roughly equivalent bargaining power and expresses the complete, actual and intended agreement of the Parties. This Lease Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease Agreement or of any exhibits or documents prepared to carry out the intent of this Lease Agreement.

10.18 Integration Clause; No Oral Modification. This Lease Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Lease Agreement are hereby revoked and superseded by this Lease Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Lease Agreement. This Lease Agreement may not be changed, modified or rescinded, except as provided for herein, absent a written agreement signed by Lessor and Tenant. Any attempt at oral modification of this Lease Agreement shall be void and of no effect.

10.19 Conflict of Interest. This Lease Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

IN WITNESS WHEREOF the Parties have executed this Lease Agreement on the date listed below.

LESSOR:

City of Peoria, Arizona

By:_____
Cathy Carlat
Mayor

TENANT:

LUCIDI DISLLERY CO., L.L.C.

By:_____
Christopher Q. Lucidi
Its Sole Member

ATTEST:

_____
Rhonda Geriminsky
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp
City Attorney

Exhibit A

Legal Description for Old Fire Station Parcel

Lots 4 and Lot 5, Block 24, of AMENDED PLAT OF PEORIA, per map recorded in Book 3, Page 62 of Maps, Maricopa County, Arizona

Maricopa County Assessor Parcel No.: 142-41-022

Exhibit B

Legal Description for Entertainment and Food Service Parcels

Lot 6, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the Office of the County Recorder, Maricopa County, Arizona, in Book 3 of Maps, page 62

Maricopa County Assessor Parcel No. 142-41-023

Lot 7, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the Office of the County Recorder, Maricopa County, Arizona, in Book 3 of Maps, page 62

Maricopa County Assessor Parcel No.: 142-41-024

The East Twenty One (21) feet of Lot 8, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the Office of the County Recorder, Maricopa County, Arizona, in Book 3 of Maps, page 62.

Exhibit C

Covenant to Retain Historical Character

Lessor requires and Tenant covenants and agrees that the City of Peoria, Arizona (City) desires to maintain the historic character of the original town site and in particular the subject property and as part of the consideration for this Lease and Purchase Option , the subject property shall be subject to the following conditions and restrictions:

1. No alteration by Tenant may be made to the exterior of any building on the subject property that in the judgment of the Lessor acting as City in its regulatory capacity that would alter the historic character of the building.
2. No alteration may be made to the roofs of any building on the subject property that in the judgment of the Lessor acting as the City in its regulatory capacity that would alter the historic character of the building.
3. No addition may be made to any building on the subject property that in the judgment of the Lessor acting as the City in its regulatory capacity that would alter the historic character of the buildings on the subject property as they currently exist.
4. Prior to making any improvements to the exterior of any building on the subject property, the drawings, plans and specifications shall be submitted to the City of Peoria for a determination that such drawings, plans and specifications and the improvements on the subject property comply with this restriction. The City's judgment in its regulatory capacity for this review is final.

EXHIBIT D

COMMITMENT FOR LEASEHOLD TITLE INSURANCE

EXHIBIT E

FORM OF NOTICE OF INTENT TO EXERCISE OPTION

_____

To: City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345
Attn: City Manager

This is to inform you that pursuant to the Lease and Option agreement executed by us on the _____day of _____, 201__. For the property commonly known as 8307 West Washington Street, Peoria, Arizona. By my signature below, the Tenant is intending to proceed with the purchase of the property.

Please proceed with the Lessor's obligations under Section 6 of our Lease Agreement pertaining to exercise of the purchase option. It is my intention to close escrow within ninety (90) calendar days of the date of this notice. Please advise when escrow has been opened and at such time and place, together with draft commitments for title insurance closing statements and escrow instructions.

Sincerely yours,

_____
LUCIDI DISTILLING CO LLC
Tenant

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
97-0152442 03/10/97 10:50
TAMMY 4 OF 4

RETURN TO: CITY CLERK
8401 W. MONROE ST.
PEORIA, AZ 85345

RESOLUTION NO. 97-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING AND ACCEPTING THE DOWNTOWN PEORIA REDEVELOPMENT PLAN AND FINDING THE EXISTENCE OF BLIGHTED CONDITIONS IN THE AREA CONTAINED IN THE DOWNTOWN PEORIA REDEVELOPMENT PLAN.

The Mayor and Council of the City of Peoria (City Council) resolve and determine the following:

SECTION 1. FINDINGS.

A. That on or about January 23, 1997, the proposed Downtown Peoria Redevelopment Plan, which is attached as Exhibit "A", was submitted to the Planning and Zoning Commission of the City of Peoria, Arizona for review and recommendations as to its conformity with the General Plan for the development of the City as a whole.

B. That the Planning and Zoning Commission of the City of Peoria, Arizona determined that the Downtown Peoria Redevelopment Plan is in conformance with the General Plan (Peoria Comprehensive Master Plan) for development of the City as a whole.

C. That on the 18th day of February, 1997, a public hearing was held before the City Council after public notice in the Daily News Sun, a newspaper having a general circulation in the Downtown Peoria Redevelopment Plan Area, once each week for two consecutive weeks, with the last publication at least ten days prior to the date of the hearing.

D. That all interested parties were afforded a reasonable opportunity to express their views regarding the proposed Downtown Peoria Redevelopment Plan.

E. That the Mayor and Council of the City of Peoria, Arizona find and determine that the proposed Downtown Peoria Redevelopment Plan is feasible and in conformity with the General Plan (Peoria Comprehensive Master Plan) for the development of the City as a whole.

F. That the Mayor and Council of the City of Peoria, Arizona find and determine that the area designated in the Downtown Peoria Redevelopment Plan, which is attached as Exhibit "B", Area is a blighted area and specifically finds andn determines :

1. A shortage of housing of sound standards and design, adequate for family life, exists in the City of Peoria.
2. The need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas under redevelopment.

3. The conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and the spread of disease and crime and constitute a menace to the public health, safety, morals and welfare of the residents of the City of Peoria, Arizona.

4. That the development of the area for predominantly residential uses is an integral part of and essential to the program of the municipality for the elimination of slum and blighted areas.

SECTION 2. Approval of Redevelopment Plan.

A. The Mayor and Council of the City of Peoria, Arizona, having duly held a public hearing in the manner provided by law, find and determine that the proposed Downtown Peoria Redevelopment Plan addresses the requirements contained in the state statute as herein set forth and approve and adopt the redevelopment plan designated as the Downtown Peoria Redevelopment Plan, and further find that the Downtown

Peoria Redevelopment Plan contains:

1. A description of the boundaries of the redevelopment project area.

2. A description of the uses and conditions of the real property therein.

3. A land use plan showing proposed uses for the area.

4. Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment.

5. Statements of the proposed changes, if any, in zoning ordinances, maps, street layouts, street levels or grades, building codes and ordinances.

6. Statements as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment.

7. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area, and the estimated proceeds or revenues from its disposal to redevelopers.

8. The proposed method of financing the redevelopment project.

9. Statements of the methods proposed for the relocation of families, if any, to be displaced from the redevelopment project area.

B. The Mayor and Council find and determine that the Downtown Peoria Redevelopment Plan, which is attached as Exhibit "A", having been duly reviewed, noticed and heard in the manner provided by law, is approved as the Redevelopment Plan for the Downtown Peoria Area.

SECTION 3. Powers.

A. For the purpose of aiding in the planning, undertaking or carrying out of a redevelopment project located within the redevelopment area, the City Council upon such terms, with or without consideration as it determines, may:

1. Dedicate, sell, convey or lease any of the City's interest in any property, or grant easements, licenses or other rights or privileges therein.

2. Incur the entire expense of any public improvements made by the City in exercising its redevelopment powers under Title 36, Arizona Revised Statutes.

3. Do any and all things necessary to aid or cooperate in the planning or carrying out of a redevelopment plan.

4. Lend, grant or contribute funds from the redevelopment projects to the City.

5. Employ any funds belonging to the City, or within its control, including funds derived from the sale or furnishing of property, service or facilities to the City, in the purchase of bonds or other obligations of the City issued pursuant to A.R.S. §36-1481.

6. Enter into agreements, which may extend over any period, any provision or rule of law to the contrary notwithstanding, with the City respecting action to be taken by the City pursuant to any of the powers granted by Title 36, Chapter 12, Article 3, Arizona Revised Statutes.

7. The City, in accordance with its powers under the Arizona Revised Statutes, its charter, code and ordinances may:

a. Cause parks, playgrounds, recreational, water, sewage or drainage facilities, or any other works to be furnished.

b. Furnish, dedicate, close, vacate, pave, install, grade, regrade, plan or replan streets, roads, sidewalks, ways or other places.

c. Plan or replan, zone or rezone any part of the City or make exceptions from building regulations.

d. Cause administrative and other services to be furnished to the City.

B. The City may enter into agreements for the sale, conveyance, lease or agreement to sell real or personal property without appraisal, public notice, advertisement or public bidding.

SECTION 4. Duties of the City Council.

A. The Mayor and Council shall exercise all powers granted to a Redevelopment Commission under the provisions of Title 36, Chapter 12, Article 3, Arizona Revised Statutes.

B. The Mayor and Council, in the exercise of its powers within the Downtown Peoria Redevelopment Plan Area, shall have all powers and authority granted under Title 36, Chapter 12, Article 3, Arizona Revised Statutes, and such powers and authority shall be in addition and supplemental to all other powers granted to the City under the Arizona Constitution, Statutes, City's Charter and Code.

SECTION 5. Bonds.

The City may issue bonds, in its discretion, to finance the undertaking of any redevelopment project in any redevelopment area, including the payment of principle and interest upon any

advances for surveys and plans for redevelopment projects, and may issue refunding bonds for the payment or retirement of bonds previously issued by it.

SECTION 6. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion or paragraph shall not effect any other valid part, portion or paragraph of this Resolution and effectiveness thereof.

SECTION 7. Effective Date.

This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 4th day of March, 1997.

Ken C. Forgia 3/6/97
Ken C. Forgia, Mayor Date

ATTEST:

Janice L. Graziano
Janice L. Graziano, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

97315244 2

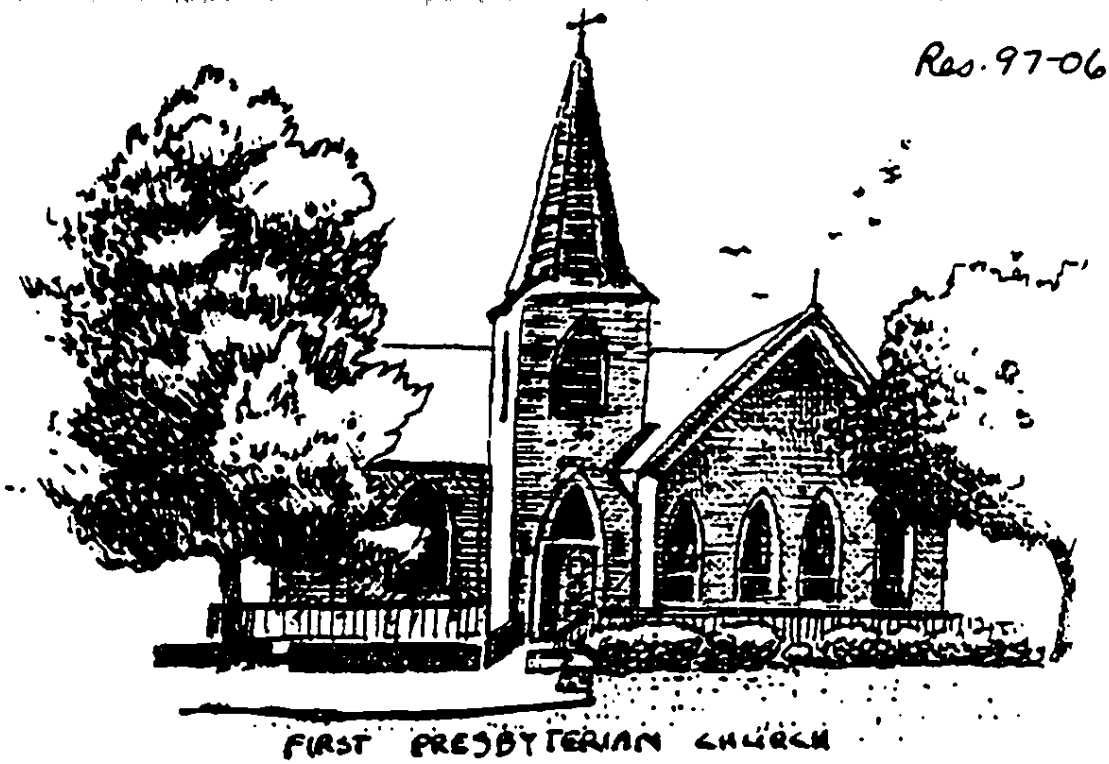
Res. No. 97-06

EXHIBIT A

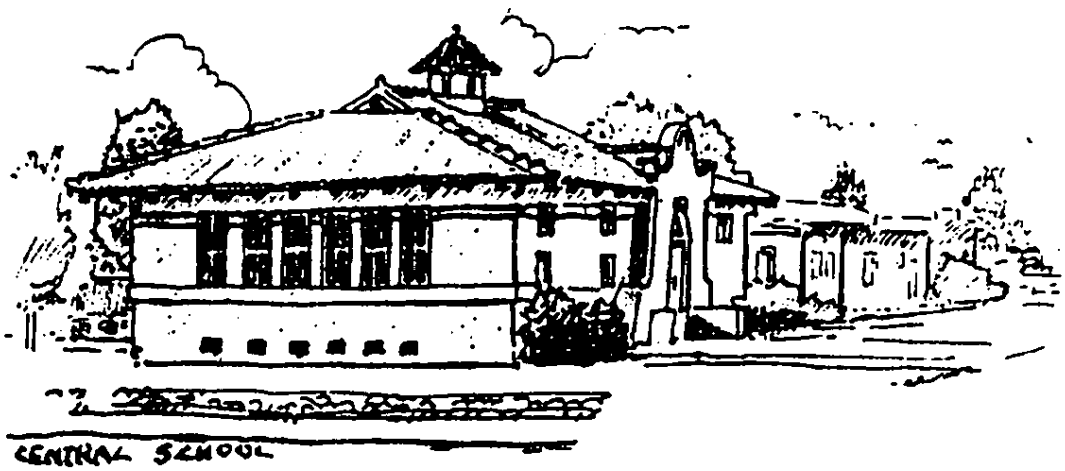
DOWNTOWN PEORIA REDEVELOPMENT PLAN

ON FILE IN THE PEORIA CITY CLERK'S OFFICE

Res. 97-06



Constructed 1899



Constructed 1906

Downtown Peoria Redevelopment Plan

TABLE OF CONTENTS

Acknowledgements.....i

Introduction and Purpose.....ii

History and Culture of Downtown Peoria.....1

Downtown Development Objectives.....3

Guidelines for Implementation.....5

Statement of Boundaries and Analysis of Existing Conditions.....6

Downtown Development Area Utilities.....8

Downtown Development Action Plan
and Standards for Intensity of Development.....9

Proposed Changes in Zoning and Building Codes.....13

Land Acquisition, Disposition and Relocation Policies.....14

Financing Options for Downtown Projects.....16

Development Application and Review Process.....17

List of Project Ideas.....18

Exhibits and Attachments

EXHIBIT A.....Legal Description

EXHIBIT A-3.....Boundary Map

EXHIBIT B.....Zoning Map

EXHIBIT C.....Land Use Map

EXHIBIT D.....Utilities Map

EXHIBIT E.....Area Conditions Map

EXHIBIT F.....Development Blocks Map

ATTACHMENT 1.....City Council Resolution 87-28 Adopting a General Plan for the City of Peoria

ATTACHMENT 2.....City Council Resolution 96-05 Finding Blight Conditions in Downtown Peoria

ATTACHMENT 3.....City Council Resolution Adopting a Redevelopment Plan for Downtown Peoria

ACKNOWLEDGMENTS

The City of Peoria Downtown Development Plan was prepared through input from the Downtown "Oldtown Marketing Association", Peoria Historical Society, Peoria Chamber of Commerce and public comments through various public hearings and community meeting processes.

CITY COUNCIL

Ken Forgia, Mayor
Ella Makula, Vice Mayor
Johnny Osuna
David Pearson
Kathy Vincent
Pat Dennis
Rebecca Coty

PLANNING AND ZONING COMMISSION

Russ Conway, Chairman
Steven Mack, Vice Chairman
Dennis Carey
Ron Singleton
Mark Hughes
Paul Medina
David Sciotto
Kathleen Seaton

CITY STAFF

Peter C. Harvey.....City Manager
Steve Kemp.....City Attorney
Philip V. Bloom.....Director, Strategic Planning and Neighborhood Services
Dan Nissen.....Acting City Engineer
David Fitzhugh.....Civil Engineer
Leisa Jackson.....Engineer
Phil Gardner.....Senior Planner
Scott Friend.....Planner

INTRODUCTION AND PURPOSE

The Downtown Peoria Redevelopment Plan was prepared in conformance with state statutes and the City's Comprehensive Master Plan. It is designed to serve as the Downtown's redevelopment and rehabilitation guideline document.

The plan was prepared by city staff on the basis of community involvement, information contained in previous studies, input from the Peoria Historical Society and oversight from Downtown's Oldtown Marketing Association.

Input and ideas contributed from these sources provide the foundation for this plan. This input formed the essence of the concept or vision for the Downtown Peoria of the future herein described.

HISTORY AND CULTURE OF DOWNTOWN PEORIA

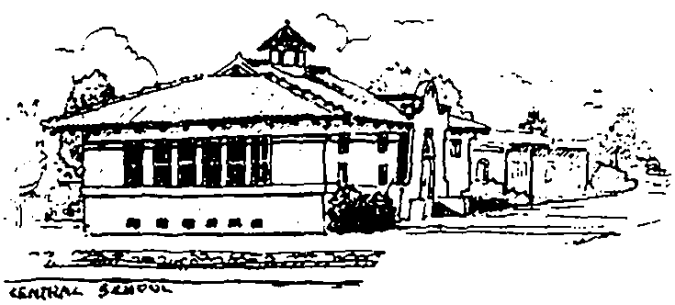
Peoria had its start in the 1880's as a community of farmers attracted to the area by the construction of the Arizona Canal. The promoters and organizers of the Arizona Canal Company estimated the canal, which transported water from the Salt River, would add 38,000 acres to the successful farming settlements of eastern Maricopa County. One of these promoters was William Murphy, who also helped found Glendale. An engineer who worked on the canal system was William Bartlett, for whom the Bartlett Dam on the Salt River system was named. Agents were sent east to recruit farmers to settle the area. A region where they had positive reception to their recruitment efforts was around the city of Peoria, Illinois.

Constructed 1899

The name of "Peoria" became associated with the settlement in 1888. A contract post office was created and it needed a name. The immigrants from Peoria, Illinois selected the name of the city they had left to come to Arizona.

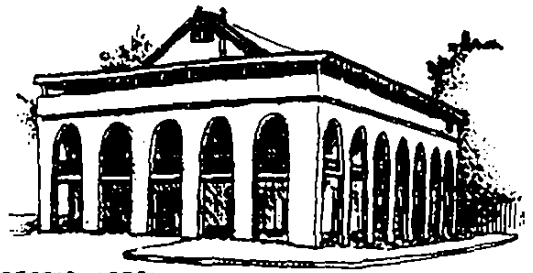
The original Peoria townsite was surveyed and mapped by Delose S. Brown, who was one of the newcomers from Peoria, Illinois. The townsite included Washington Park and a well site on the public right-of-way at the intersection of Washington Street and Grand Avenue. The well became the "town well" and townspeople hauled water from the well for their domestic uses.

The well also served the traveling public on Grand Avenue. Grand Avenue was first ruts in the dirt that connected Phoenix with settlements along the Hassayampa River near present day Wickenburg. The Vulture Mine, also near Wickenburg, brought increased traffic and road improvements. Travelers would stop in Peoria for refreshment at the well. Settlers in the downtown area formed the Peoria Water Users Association in 1915. The Chamber of Commerce was formed in 1919 and assumed management of the association, which continued until the incorporation of the town.

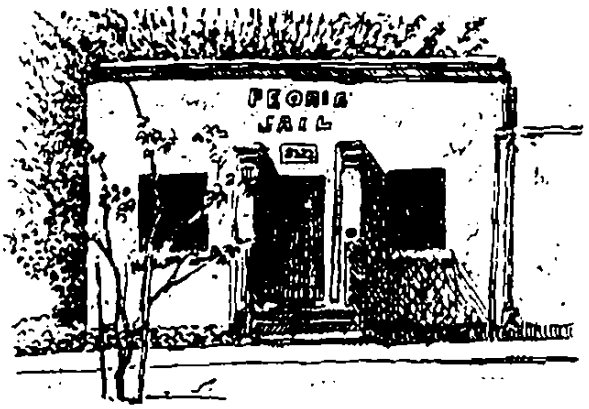


Constructed 1906

The first store opened in Peoria in 1889. Business growth was slow until the cotton boom of the first world war. The business district expanded rapidly. A fire which destroyed most of the business district in 1917 did little to slow the explosive growth. With the conclusion of World War I came a crash in the cotton market. This combined with the great depression nationally to create a local depression that lasted until the national recovery created by World War II.


PEORIA HOTEL

The Chamber of Commerce served as the informal local government until the need for incorporation became apparent after World War II. The Phoenix area experienced rapid growth with the end of the war and the growth that came to Peoria as a result started talk of incorporation. Incorporation battles started in 1948. Large land owners opposed incorporation because they thought the financial weight of the new community would fall on their shoulders. After two failed attempts, Peoria was incorporated in 1954. Roland Pomeroy, a school teacher, was elected the first mayor.



Peoria's Downtown was the bustling business core of the settlement at the turn of the century. Downtown Peoria, or "Old Town" Peoria, as the area is referred to now by Downtown merchants, contains several historic buildings. Some of the more prominent are the Peoria Hotel, the City's first jail, the District 11 Central School House (now the Peoria Historical Society's Museum), the Peoria First Presbyterian Church, the Hood Building, and Kosier's Hardware Store.

DOWNTOWN DEVELOPMENT OBJECTIVES

Downtown development and redevelopment has been an objective of citizens, merchants and city councils for the past several years. It has long been recognized that the Downtown, and indeed, the community has suffered because of the lack of a unifying Downtown identity. The Mission Statement for Downtown is:

Create a thriving business district based on the culture, style and character of early Peoria that attracts visitors and is comfortable as a home for residents.

Expectations are that a coordinated public/private effort focused on Downtown will result in significant changes and opportunities. Development objectives to accomplish the mission are listed below.

1. Develop a unique and excellent physical appearance to Downtown streetscapes, signing, parking, site planning, storefronts, buildings and landscapes.

2. Improve traffic circulation, access to public transportation, public utility capacities, recreational opportunities and community facilities.

3. Preserve historical buildings and use their architectural styles as the accepted standard for downtown; create a Development Guide which identifies styles and standards for public and private development.

4. Keep the Downtown image small in scale and small town in atmosphere in both private and public development.

5. Promote conversion of houses to business uses where appropriate.

6. Create an Historic Preservation district in the Downtown in cooperation with the Peoria Historical Society, and promote the preservation of historical structures and existing structures where appropriate.

7. Develop a comprehensive market analysis and market plan to be implemented in conjunction with the Peoria Chamber of Commerce.

8. Foster the organization of an active business/private sector committee to oversee Downtown development implementation and provide advice to the city council.

9. Promote expansion of parks, open space, and open surfaces to facilitate events around Washington Park.

10. Promote development of small landscaped areas and elimination of dirt parcels wherever possible; develop pedestrian byways to connect to these landscaped areas, downtown businesses and other Old Town points of interest.

11. Develop the Cultural and Historic Resource Block.

12. Tie in City Hall to the Downtown/Old Town district.

DOWNTOWN PEORIA
GUIDELINES FOR IMPLEMENTATION

- The major objective for Downtown Peoria is the creation of a unique flexible, creative environment where ideas, commerce, culture and social activities can flourish.

- Architectural styles in Downtown Peoria will key off historical buildings, which contribute culture and character to the Downtown.

- The determinant for success in Downtown development will be the formation of public/private partnerships to carry out projects.

- The Downtown will retain it's small town image and scale. Through careful design management, Downtown can achieve the benefits of an intensified, mixed use activity center without losing it's small town character.

- New and remodeled structures should reflect form, materials and design features typical of or characteristic to the Downtown.

- Historical buildings will be preserved and established as architectural anchors for Downtown. Downtown should be a business district and an Historical District.

- Downtown is the cultural and government center for Peoria and it will be developed as the front door or living room of the community.

- Distinctive characteristics for Downtown will feature zero setback store fronts, a pedestrian environment and streets designed with traffic calming principles. Blocks with zero setback shops should not include uses which do not add to Downtown commercial activity.

- Downtown should be attractive to visitor and resident alike, especially something the Peoria resident will be proud of, regardless of which part of the community he or she lives.

- A detailed market plan and active event calendar are critical to the success of Downtown.

STATEMENT OF BOUNDARIES AND ANALYSIS OF EXISTING CONDITIONS

Boundary Description.
Boundaries for the Downtown Peoria Redevelopment Area are described in Exhibit A and shown on the map Exhibit A-3.

Analysis of Existing Conditions.
Downtown Peoria consists of a small business area developed around Washington Park with older, historical structures in the immediate vicinity. The businesses in the area are in buildings which mostly have no set back from the sidewalks and streets, reflecting the pedestrian scale of the Downtown when it was originally constructed. A map showing existing zoning in the Downtown is shown as Exhibit B.

The City of Peoria contracted with Daniel, Mann, Johnson, and Mendenhall (DMJM) to conduct a survey of the Downtown area to ascertain existing conditions of buildings and development. DMJM was also asked to prepare a series of maps of the Downtown to show conditions, property ownership, land uses and water and sewer locations. These maps are included as exhibits attached to this plan.

DMJM conducted a "windshield survey" to establish the general condition of blocks within the study area. This survey did not evaluate every building or lot, but instead viewed each block as a unit. The lines drawn between classifications are approximate and should not be interpreted precisely. One of the maps prepared by DMJM, Exhibit C, shows existing uses in the Downtown. Another map, Exhibit D, shows existing water and sewer locations.

In looking at the Area Conditions map, Exhibit E, a property owner should not attempt to view his or her property in isolation. The purpose of this type of a study is to assist in identifying the types of actions and policies that may be appropriate for that particular area or neighborhood over the long term.

Evaluation of conditions was based on several factors, including the types of land uses (are they appropriate for the area, are they compatible, etc.), the observable infrastructure and the general condition of the buildings and/or site improvements. From this evaluation, the following classifications were used for the "windshield survey" conducted in July, 1996.

1. **Stable/Preserve**. In this classification the area has typically been developed or improved using current development standards and the uses are compatible. The primary action required is for the City to maintain the infrastructure (streets, utilities, etc.), protect the area from intrusion by incompatible uses and continue to enforce the

codes in order to preserve the character and quality of the area. Property owners must maintain their properties and continue to enhance the area through enforcement of deed restrictions, property maintenance, etc.

2. **Preserve/Upgrade**. Development is sound and should be preserved, but requires some upgrades to insure that it remains stable. These upgrades might include such things as installing curb, gutter and sidewalks, removal or upgrading of an intrusive incompatible land uses, installation of street frontage or buffer landscaping, etc. This might be a cooperative effort between the City and the property owners.

3. **Rehabilitation/Transition.** Here, the development probably was not constructed to current standards, or the quality of the development has begun to slip due to age, lack of maintenance, inappropriate land use, etc. Under those circumstances a portion of the structures or site improvements must be rehabilitated through major remodeling, additions, providing more parking, etc. Also, in this classification some transition or changes in use may be desirable or necessary. For example, where isolated residential units are left in an area that has become predominately commercial the residential units should probably be transitioned to a commercial use to be more compatible with the theme of the area.

4. **Transition/New Development**. These are areas where the existing development does not meet current codes and are beyond rehabilitation, are incompatible land uses, etc. Major changes are warranted. The timing of the transitions may not be in the short term and may require some time for market demands to catch up to this transition.

5. **Vacant/New Development.** This is the classification for areas of land that are vacant and ready for development.

DOWNTOWN DEVELOPMENT AREA UTILITIES

Downtown water and sewer service is provided by the City of Peoria. A location of water and sewer lines in Downtown is shown on Exhibit C. Other utility service providers for the Downtown area are listed below.

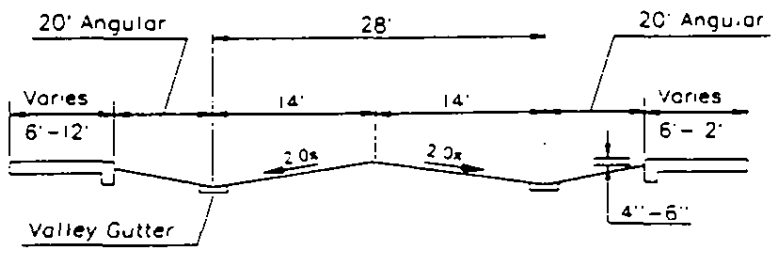
Electrical Service.....Arizona Public Service
Telephone Service.....U.S. West
Natural Gas.....Southwest Gas
CATV Service.....Cox Communications.

Blue Stake utility location service provides a clearing house for all utilities located in the Downtown for location of utilities, both for design location purposes and construction location. They can be reached at (602) 263-1100.

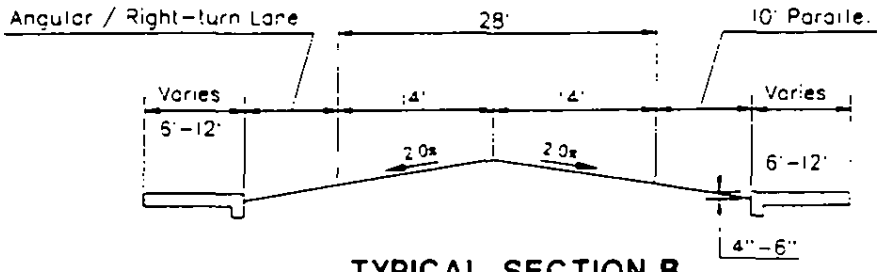
DOWNTOWN DEVELOPMENT ACTION PLAN AND STANDARDS FOR INTENSITY OF DEVELOPMENT

Public rights-of-way and private property is addressed separately as a plan for implementation of Downtown development is prepared. Public rights-of-way, streets and alleys, will be considered first. Any plan for development must seriously consider what improvements will be placed in the streets. Street and streetscape improvements will establish the perceived value of adjacent properties and set the tone, character and level of detail for adjacent private property development.

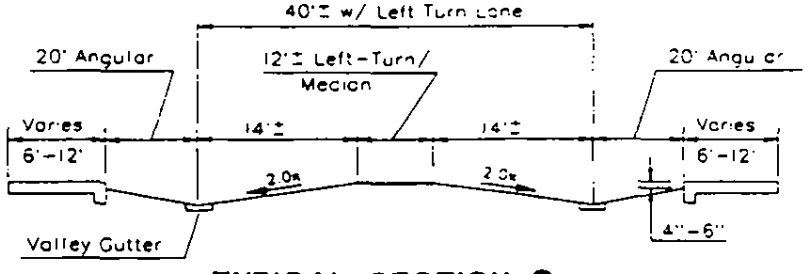
Three typical street sections are shown below. These sections, or modifications, can be used to guide street design in the Downtown.



TYPICAL SECTION A



TYPICAL SECTION B



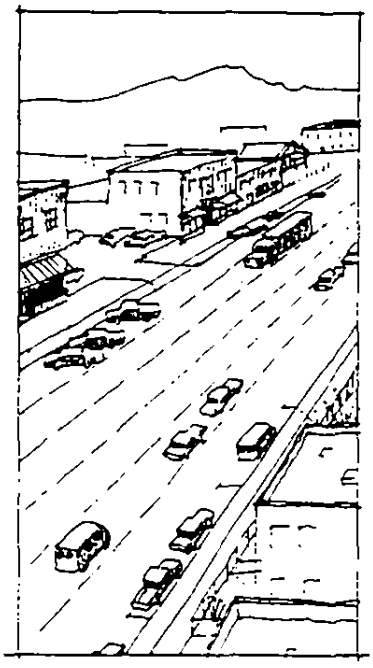
TYPICAL SECTION C

Street sections will include brick or concrete pavers in cross walks and sidewalks, street trees

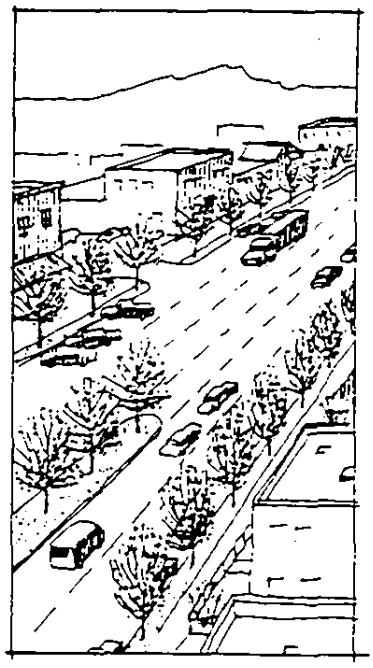
and other landscaping materials, landscape irrigation, tree guards, period street lamps capable of carrying decorative banners and electrical decorations, angular parking, valley gutters, and landscaped medians where appropriate. Improvements to 83rd Avenue and Washington Street should be accomplished first, with other streets following as development proceeds.

Landscaping will be an important feature in the Downtown. Landscaping provides a finished appearance to the street, supports the project's pedestrian focus and enhances the design features of adjacent private property.

NO LANDSCAPE AMENITIES



WITH LANDSCAPE AMENITIES

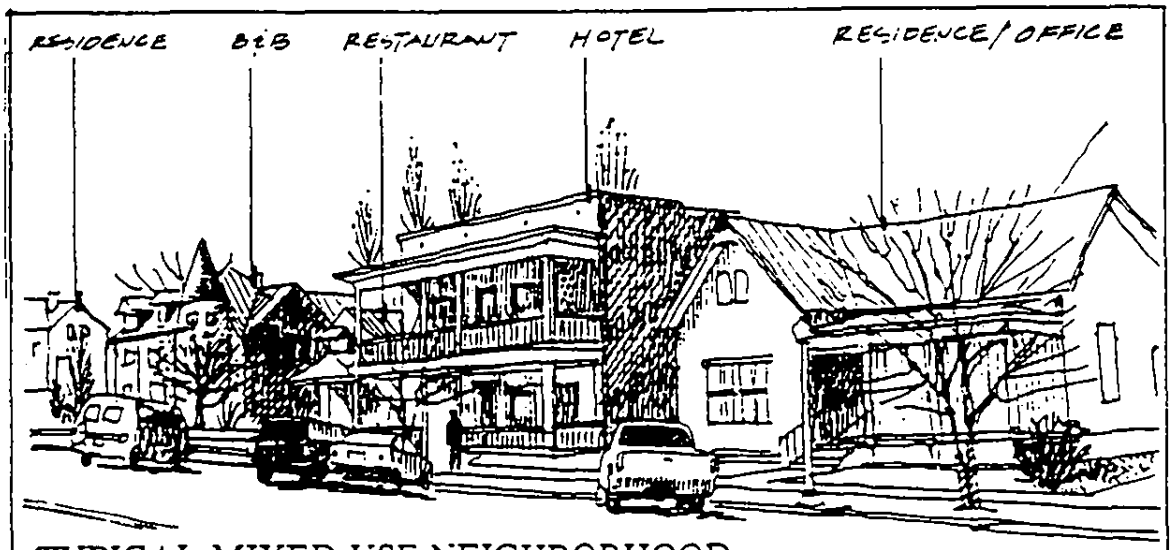


Alleys should be preserved where possible and improved with similar paver and landscape improvements. Shops and entertainment should be encouraged to open onto alleys which also encourages development of pedestrian activities in the Downtown.

Traffic and circulation patterns will be assessed from time to time to determine the need for additional street improvements to accommodate traffic volumes. Traffic enhancement schemes may include one-way couplets, re-routing or other scenarios approved by the Peoria City Council.

Mixed use development should be encouraged in the Downtown. For example, craft manufacturing/outlets and restaurants provide several reasons for visiting Downtown, as do office uses, cultural activities, theaters, bars/saloons, dance clubs and residential uses. Mixed uses somewhat protect the Downtown from economic cycles and help provide reasons to extend the day in the Downtown. Residential uses also help extend the day, as well as provide

a ready market for goods and services supplementing demand created by visitors to the Downtown. Residential uses should be encouraged in a mixture of densities and in a mixture of design scenarios. For example, single family detached, apartments, flats over commercial, townhouses and condominiums all could have roles in the Downtown use mix and market.



TYPICAL MIXED-USE NEIGHBORHOOD

Development and rehabilitation will be the primary activities that will physically shape the new Downtown Peoria. There are five development activities that may occur. These are vacant land that develops, improved land that redevelops, store fronts that are renovated, buildings that are rehabilitated, and buildings that convert their uses. All of these activities will require financing, some may need help in marketing and others may require help in assembly, packaging and development. The Downtown development effort may provide help in these areas as resources and policies allow.

The Downtown area has been divided into blocks to facilitate preparation and consideration of a program of action to implement private property objectives for Downtown development. These blocks have been shown on Exhibit F. Each block will be analyzed for market opportunities and property conditions. If redevelopment or development opportunities appear to exist, proposals will be formulated for the Downtown advisory committee and City Council consideration.

Exhibit F also contains areas that have existing or future expansion of zero setback commercial development. Guidelines for this type of development, parking, signing and other Downtown development will be addressed in a separate document.

Parking in the Downtown will reflect that currently used by existing storefront uses, which is also encouraged for future store front development. On-street parking will be used to the greatest extent possible. Joint parking facilities will be developed and encouraged. Off site

parking will be necessary. Surface parking may be prohibited in the future.

Development intensities for Downtown, in keeping with a small town image, will be encouraged to be relatively high. Building heights will be limited to four stories above grade level. Residential uses will develop in the 4 du/ac to 18 du/ac range. Zero setbacks and lot lines will be encouraged, in keeping with existing development patterns. Only uses which add to commercial activity should be allowed on blocks where zero setback storefronts exist.

PROPOSED CHANGES IN ZONING AND BUILDING CODES

City of Peoria commercial zoning designations are prevalent in the Downtown. The City may consider a zoning overlay district for the Downtown which would take into consideration the differences in development standards and mixture of uses expected for the Downtown.

Building codes may be changed to reflect the number of older buildings in the Downtown. These changes would be in the form of adoption of model codes or ordinances addressing older or historic building restoration.

Development codes may be modified for the Downtown Area which will reflect difference in character of the area when compared to typical shopping center or business center development. These changes may include restrictions to building design and modifications to sign, site plan, and parking design guidelines.

LAND ACQUISITION, DISPOSITION AND RELOCATION POLICIES

This section outlines the policies of the City of Peoria with respect to property to be acquired by the City.

Property Acquisition.

Any property considered as prime for development, and identified as a development or redevelopment project, or any property determined to be of detriment to the public health, safety and welfare as identified by the City of Peoria, may be acquired following the procedure outlined below. In no case will private property be taken or damaged without just compensation having first been paid. The City reserves tp itself all options in the acquisition process. Acquisition through the negotiation process will be the preferred method of acquiring land or property, with eminent domain retained as a last resort.

Step 1. A finding will be made by the Peoria City Council that the acquisition is necessary in order to implement this Redevelopment Plan.

Step 2. A current appraisal of the property will be made by the city. The property owner may choose to obtain their own independent appraisal. The appraisal or appraisals will be considered to determine a fair value.

Step 3. Negotiations will be conducted and may include the following:
- A. Final price and method of payment.
- B. Relocation assistance, if eligible.

The City will not pursue any acquisition until a method of finance for the acquisition has been developed and approved. Projects utilizing federal funds will follow federal guidelines for acquisition/relocation assistance.

Disposition of Property.

Property owned by the City of Peoria inside the Downtown development area will be sold based on competitive bids received through a formal RFP process. Each property sale will be undertaken to accomplish Redevelopment Plan objectives. Proceeds from the sale of property will be used to further the objectives of the Downtown Redevelopment Plan.

Residential and Commercial Relocation Assistance.

The main objective of the City's residential and commercial relocation programs is to encourage displaced residents and business people to remain living and doing business in Peoria. Residents and commercial ventures will be put into similar facilities to the greatest extent feasible.

State or federal relocation laws or guidelines will be followed depending on the nature of financing for the project. The City Council may exercise its discretion in setting the relocation benefit amount. In instances when the Town may provide the maximum payment, such discretion should be exercised in a uniform and consistent manner. Eligible displaced persons in like circumstances will be treated equally.

Residential. Every effort will be made to accommodate owners who wish to relocate within the redevelopment area, or adjacent areas. Owners who have occupied their current residence for the time prescribed by state or federal law may receive additional amounts to purchase a comparable replacement dwelling. Tenants shall be allowed actual reasonable moving expenses and dislocation allowance as determined by the City. Assistance will be provided to find a similar replacement dwelling.

Commercial. Businesses displaced may receive an amount determined by criteria established by the city pursuant to state or federal law. Assistance will be provided to locate a suitable replacement building.

FINANCING OPTIONS FOR DOWNTOWN PROJECTS

The redevelopment of Downtown can only occur in an environment of public/private partnerships and associated shared financial participation. Redevelopment projects require creative investment strategies. They should afford the developer or business owner an opportunity to recoup costs and successfully compete with other similar market activities.

Redevelopment projects may use federal, state, and local government funds, private funds or any other source of funding in order to be successful. New sources of funding will be constantly pursued. Redevelopment area projects have financial sources not available to other parts of the community, including federal Community Development Block Grant funds, tax advantages and abatements and Industrial Development Bonds.

Some specific funding programs include federal housing programs for housing, state grant funds for parks, trails, open spaces and historic renovation project funds, local development incentives, local taxes, bond funds, Municipal Property Corporation, improvement districts and private, including philanthropic sources.

DEVELOPMENT APPLICATION AND REVIEW PROCESS

1. Pre-application meetings and discussions.

2. After application, project review shall consist of Design Review , site plan/plans review and staff report and recommendation to the Planning and Zoning Commission and City Council.

3. Design Review shall include a review by a staff or citizens committee of the proposed project following Downtown Development Guidelines which shall contain the following criteria:
    A. Development goals and objectives
    B. Descriptions and examples of acceptable architectural treatments
    C. Descriptions and examples of acceptable signs
    D. Descriptions and examples of acceptable landscape schemes
    E. Descriptions and examples of acceptable site plan and parking scenarios
    F. Descriptions and examples of acceptable building massing and FARs
    G. Establishment of height limits and setback requirements.

4. All staff review committees shall include representatives from planning, engineering and strategic planning.

5. All contracts/agreements shall be prepared and/or reviewed by the City Attorney.

DOWNTOWN PEORIA
LIST OF PROJECT IDEAS

Public input and comments have mentioned the following as a list of projects for consideration in the implementation of the Downtown Peoria Redevelopment Plan.

1. Design a unique sign package for Downtown; take into consideration pedestrian focus.
2. Design and construct a unique entry feature.
3. Adopt building codes that facilitate working with old buildings.
4. Identify existing financing packages available for building renovation and redevelopment projects.
5. Install street landscaping and period street lights.
6. Improve Washington Street and 83rd Avenue with storm drains, utility improvements and streetscaping, including landscaping, period street lamps, brick sidewalks and period street furniture.
7. Construct an old water tower as a Downtown landmark.
8. Design alley and other improvements for streets after the Washington Street and 83rd Avenue projects are completed.
9. Convert unused or little-used parking lots to business sites.
10. Recruit specialty retail, restaurants and hotels/motels.
11. Create jobs for residents living around the downtown area.
12. Develop the museum site into an historical building campus; move old jail building to the campus; retain only one example of the old free standing classrooms.
13. Address enlarging Washington Park with reviewing how the entire block functions.
14. Create an Historic District Downtown to add credibility to "Old Peoria".
15. Convert the railroad and Grand Avenue from constraints to opportunities.

LEGAL DESCRIPTION
DOWNTOWN PEORIA REDEVELOPMENT AREA

That part of the Southeast Quarter of Section 22, the Southwest Quarter of Section 23, the Northwest Quarter of Section 26, and the Northeast Quarter of Section 27, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 (intersection of Monroe Avenue and 81st Avenue), the True Point of Beginning;

THENCE West along the South line of the Northwest Quarter of the Northwest Quarter of said Section 26 (centerline of Monroe Avenue) to the prolongated West line of Lot 14, Block 31, Peoria Townsite;

THENCE North along said West line of Lot 14 to the intersection of the prolongation of said West line of Lot 14 with the centerline of the alley of said Block 31;

THENCE West along the centerline of said alley of Block 31 to the intersection of the prolongation of the West line of Lot 3 of said Block 31;

THENCE North along said West line of said Lot 3 to the intersection of the prolongation of said West line of said Lot 3 and the centerline of Madison Street;

THENCE West along the centerline of Madison Street to the intersection of the centerline of Madison Street with the centerline of Vine Street;

THENCE North along the centerline of Vine Street to the intersection of the centerline of Vine Street with the centerline of the alley of Block 29, Peoria Townsite;

THENCE West along the centerline of said alley to the prolongation of the East line of Lot 14 of said Block 29;

THENCE South along the East line, and said prolongation of the East line, of said lot 14 to the Northeast corner of Lot 11, Block 32, Peoria Townsite;

THENCE South along the East line, and the prolongation of the East line, of said Lot 11 to the Northeast corner of Lot 14, Block 32, Peoria Townsite;

THENCE South along the East line, and the prolongation of the East line, of said Lot 14 to the intersection of the prolongation of the East line of said Lot 14 with the intersection of the South line of the Northwest Quarter of the Northwest Quarter of said Section 26 (centerline of Monroe Avenue);

THENCE West along said South line of the Northwest Quarter of the Northwest Quarter to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27;

EXHIBIT A-1

THENCE West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 27 to the intersection with the prolongation of the West line of the Lot identified as Assessor Parcel 142-41-112, Block 33 of the Peoria Townsite;

THENCE North along the West line, and said prolongation of the West line, of the Lot identified as Assessor Parcel 142-41-112 to the Southwest corner of the Lot identified as Assessor Parcel 142-41-113 of said Block 33;

THENCE North along the West line, and prolongation of the West line, of said Lot identified as Assessor Parcel 142-41-113 to the intersection of the prolongation of the West line of the Lot identified as Assessor Parcel 142-41-113 with the centerline of the alley of said Block 33;

THENCE West along said centerline of said alley of Block 33 to the intersection with the prolongation of the West line of Lot 5, Block 33 of Peoria Townsite;

THENCE North along the West line, and prolongation of the West line, to the intersection of said prolongation of the West line of said Lot 5 with the centerline of Madison Street;

THENCE West along the centerline of Madison Street to the intersection with the centerline of 84th Avenue;

THENCE North along said centerline of 84th Avenue to the intersection with the centerline of the alley of Block 26, Peoria Townsite;

THENCE West along the centerline of said alley of Block 26 to the intersection with the centerline of 85th Avenue;

THENCE North along said centerline of 85th Avenue to the intersection with the North line of said Section 27;

THENCE East along said North line of Section 27 to the intersection with the centerline of 84th Avenue;

THENCE North along said centerline of 84th Avenue to the intersection with the centerline of Peoria Avenue;

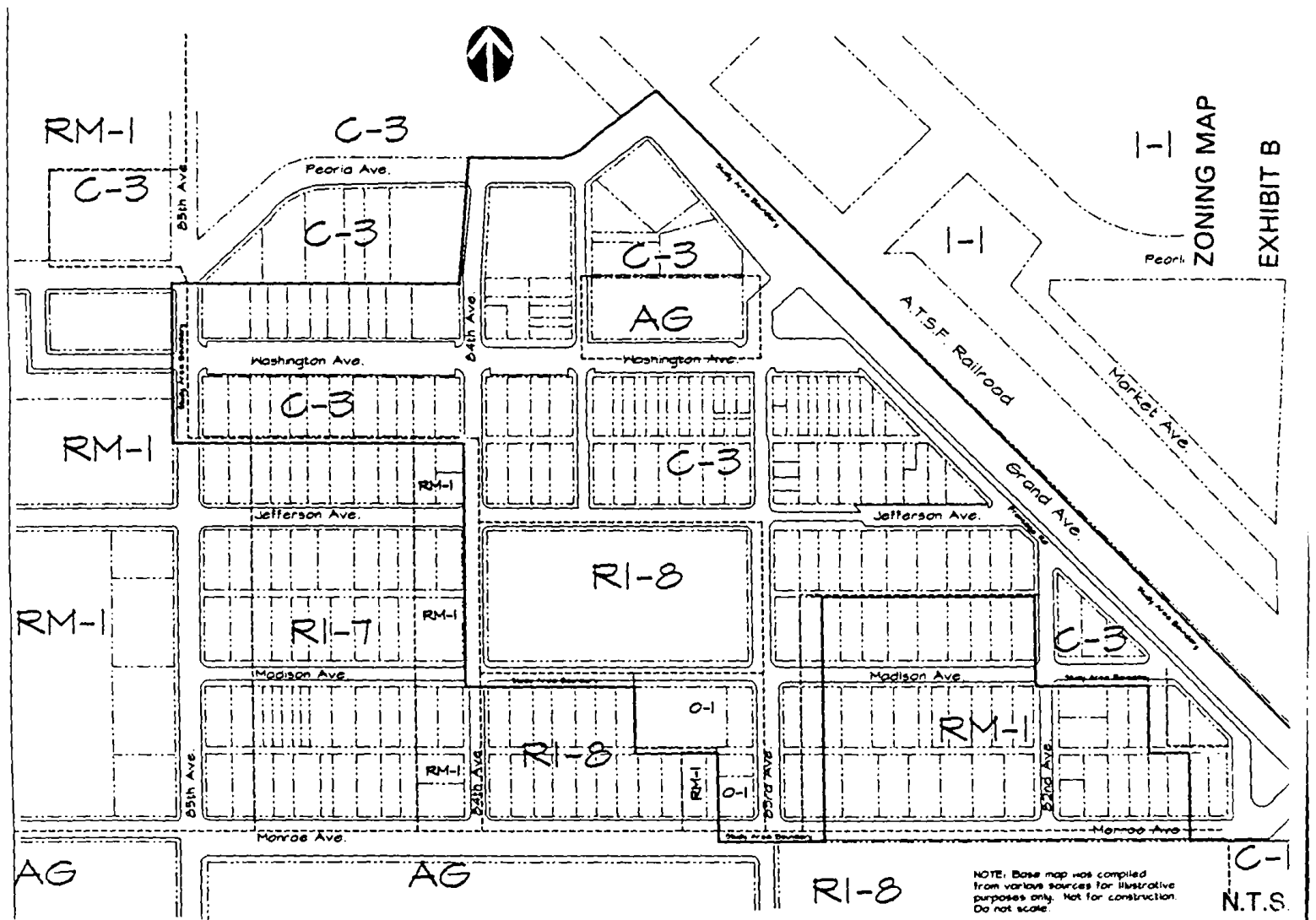
THENCE East along said centerline of Peoria Avenue to the intersection with the centerline of Grand Avenue;

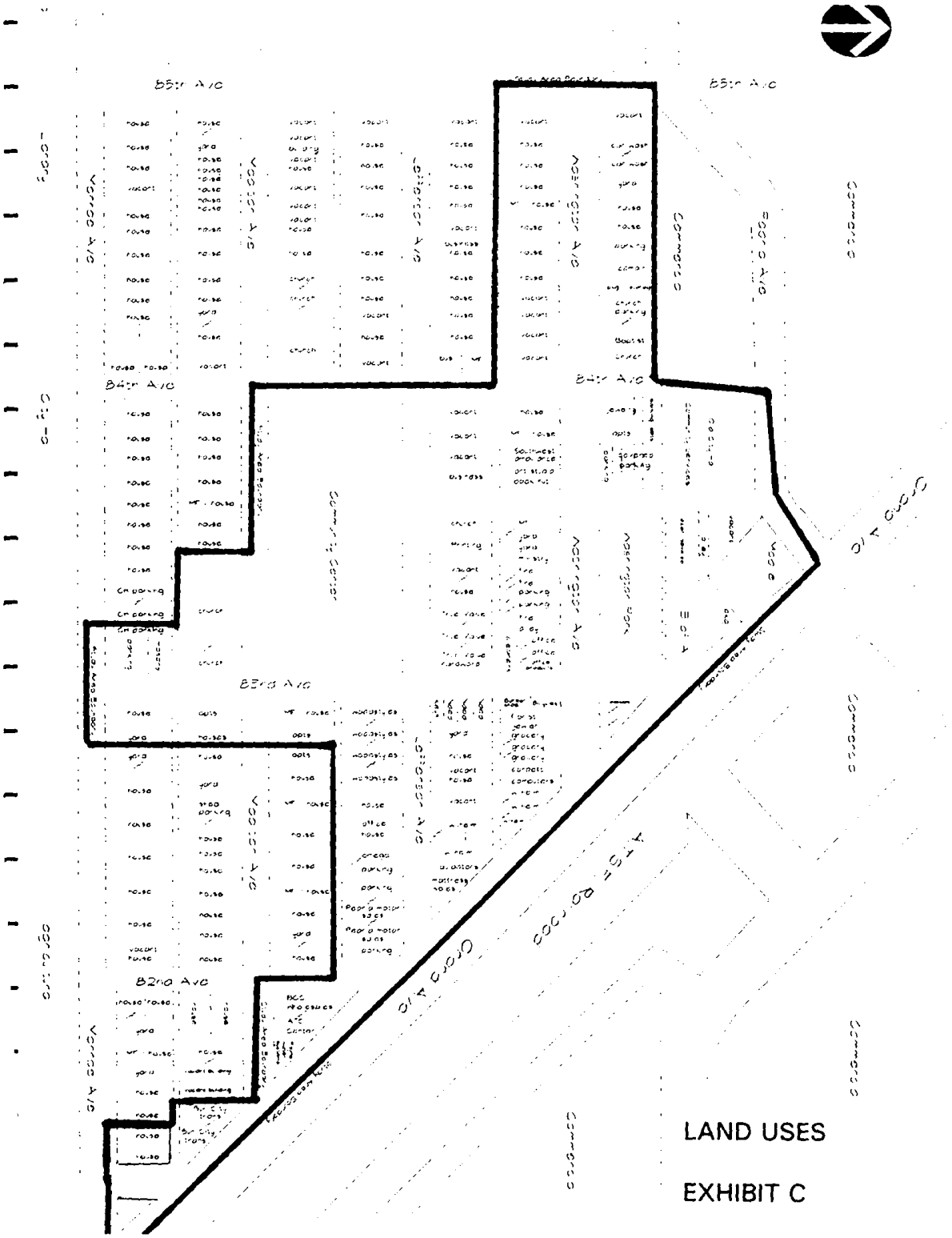
THENCE Southeast along said centerline of Grand Avenue to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 (Intersection of Monroe Avenue and 81st Avenue), the True Point of Beginning.

EXHIBIT A-2

BOUNDARIES MAP

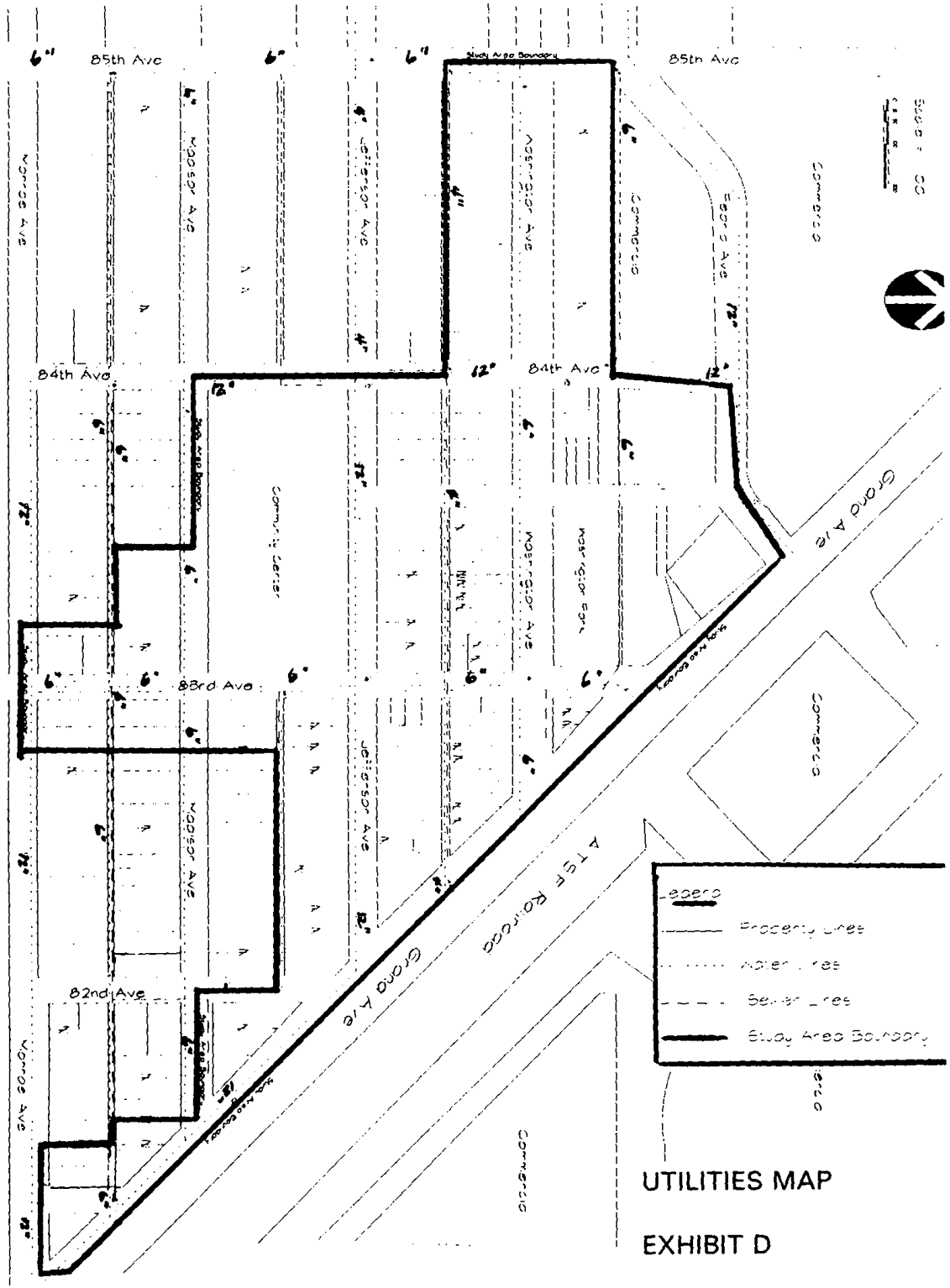
EXHIBIT A-3


ZONING MAP
EXHIBIT B
RM-1
C-3
C-3
Peoria Ave.
85th Ave.
C-3
C-3
AG
84th Ave.
Washington Ave.
Washington Ave.
C-3
RM-1
C-3
RM-1
Jefferson Ave.
Jefferson Ave.
A.T.S.F. Railroad
Grand Ave.
Market Ave.
I-1
I-1
Peoria
RI-8
RM-1
RI-7
RM-1
C-3
Madison Ave.
Madison Ave.
O-1
RM-1
RI-8
RM-1
O-1
85th Ave.
84th Ave.
83rd Ave.
82nd Ave.
Monroe Ave.
Monroe Ave.
AG
AG
RI-8
C-1
N.T.S.
NOTE: Base map was compiled from various sources for illustrative purposes only. Not for construction. Do not scale.



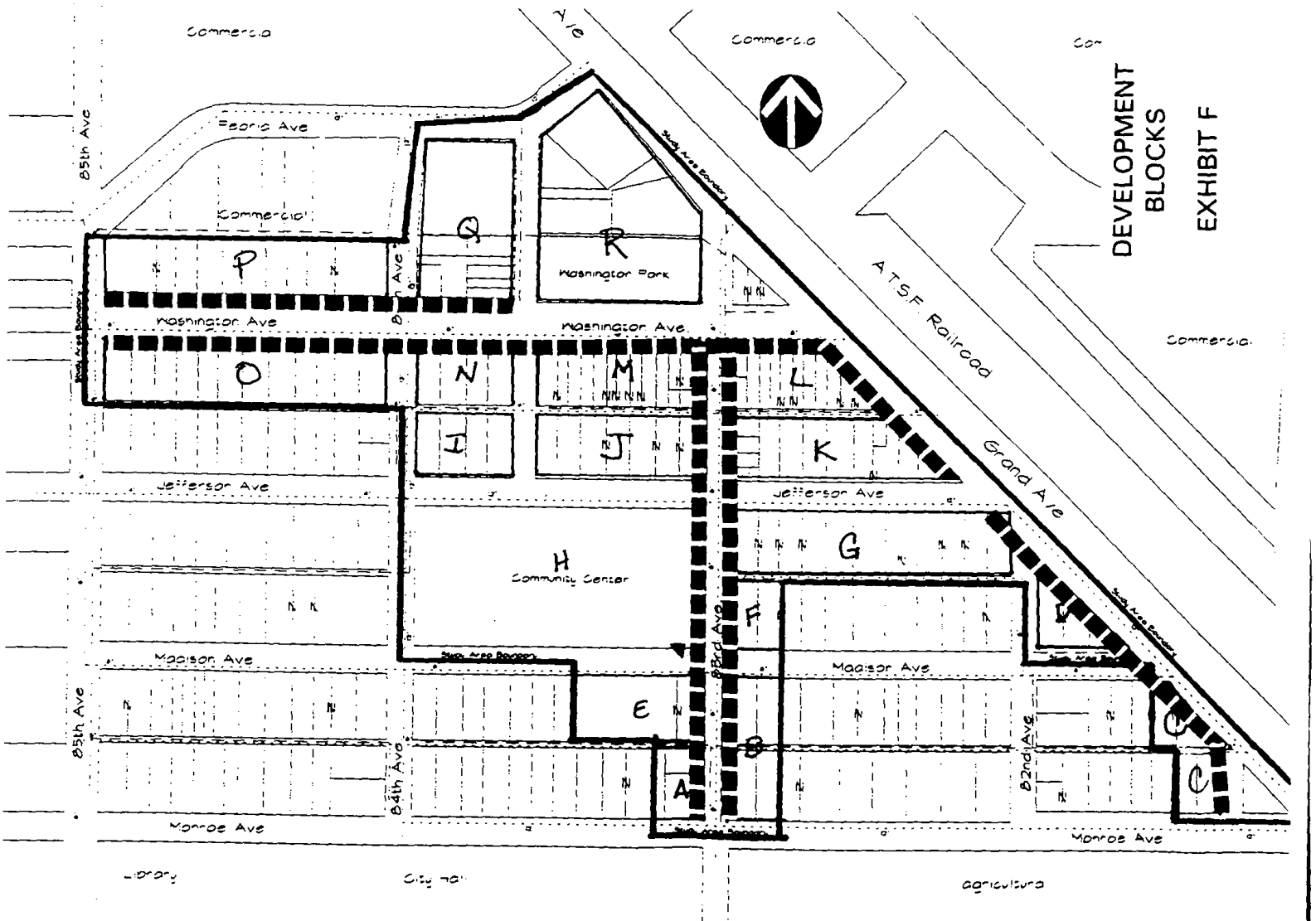
LAND USES

EXHIBIT C



UTILITIES MAP

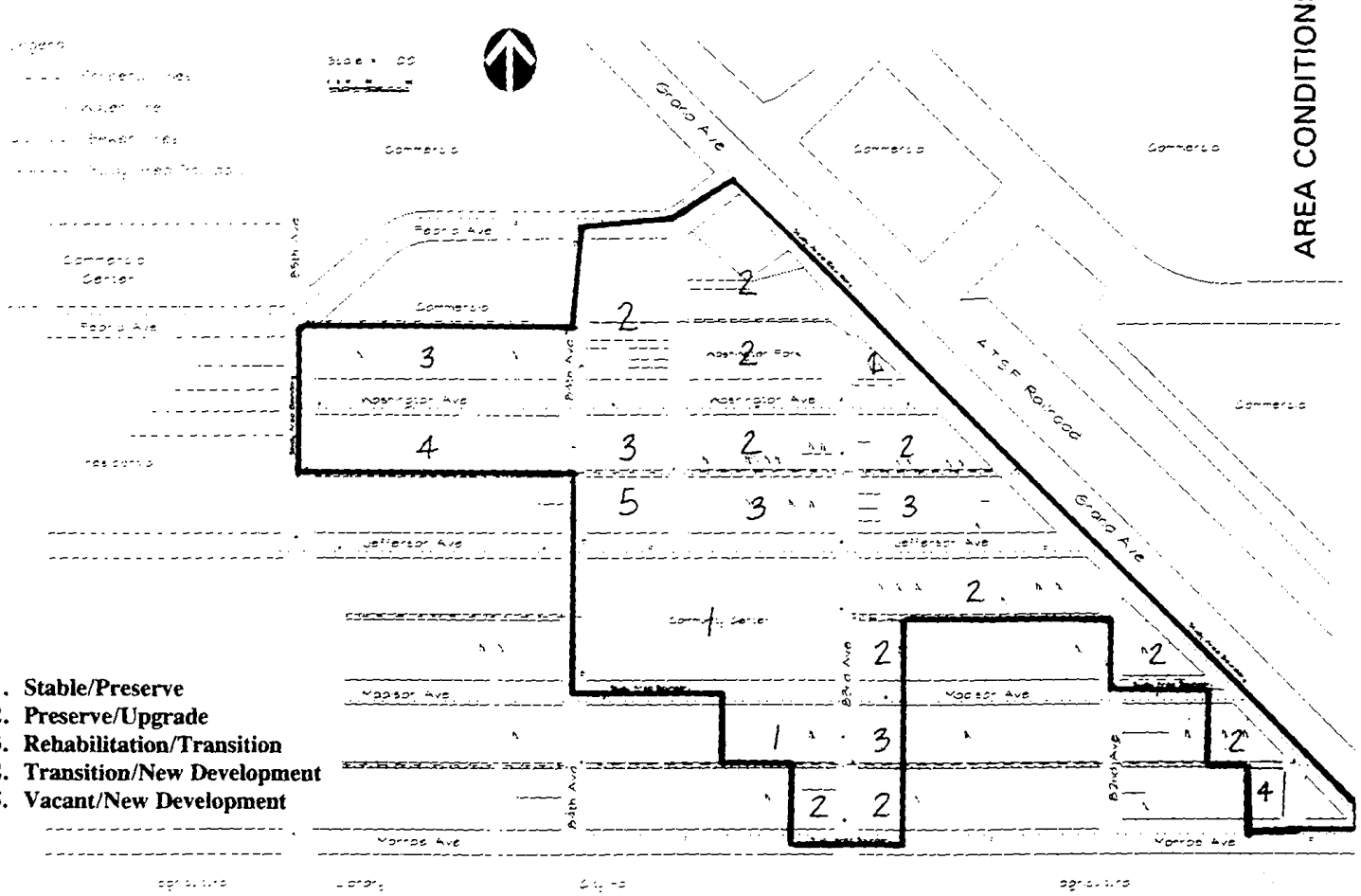
EXHIBIT D



= Existing or future zero setback commercial development

AREA CONDITIONS

EXHIBIT E



RESOLUTION NO. 87-28

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA ADOPTING A GENERAL PLAN, HERE AND AFTER REFERRED TO AS THE PEORIA COMPREHENSIVE MASTER PLAN, FOR THE CITY OF PEORIA FOR THE PURPOSE OF SETTING FORTH GOALS, OBJECTIVES, POLICIES, PRINCIPLES AND STANDARDS FOR GROWTH AND REDEVELOPMENT OF THE CITY OF PEORIA, AS PROVIDED IN A.R.S. 9-461 THROUGH A.R.S. 9-461.06, AND DECLARING AN EMERGENCY

WHEREAS, the CITY OF PEORIA desires to promote orderly growth and redevelopment, and

WHEREAS, the A.R.S. 9-461.05 requires that each City's planning agency shall prepare and the legislative body of each municipality shall adopt a comprehensive, long-range general plan for the development of the municipality, and

WHEREAS, the planning agency of the CITY OF PEORIA, the Peoria Planning and Zoning Commission, has prepared such comprehensive, long-range general plan, with the assistance of the Planning Advisory Committee, appointed by the City Council to assist the Planning and Zoning Commission in such preparation, and

WHEREAS, said Planning and Zoning Commission, after due and proper notice, held two public workshops on 31 March 1986 and 12 May 1986 at the Peoria City Hall during the preparation of the Peoria Comprehensive Master Plan and, after notice in the manner and form provided by law, held two public hearings on the Peoria Comprehensive Master Plan, the first on 21 July 1986 at the Peoria City Hall and the second on 28 July 1986 at the Westbrook Village Recreation Center, 19251 North Westbrook Parkway, as required by A.R.S. 9-461.06, and

WHEREAS, said Planning and Zoning Commission recommended adoption of said Peoria Comprehensive Master Plan on 5 February 1987 and transmitted said Peoria Comprehensive Master Plan to the City Council, and

WHEREAS, said Planning and Zoning Commission did transmit the Peoria Comprehensive Master Plan to the Maricopa County Planning Department, to each municipality to which the CITY OF PEORIA is contiguous, to the regional government within which the CITY OF PEORIA is located, and to the Arizona Department of Commerce on 25 February 1987 for their review as required by A.R.S. 9-461.05F, and

WHEREAS, after notice in the manner and form provided by law, a public hearing on the Peoria Comprehensive Master Plan was held by the City Council in the Peoria City Hall Council Chambers on 7 May 1987, as required by A.R.S. 9-461.06.

ATTACHMENT 1a

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

SECTION 1. ACCEPTANCE OF PLANNING AND ZONING COMMISSION RECOMMENDATIONS

The CITY COUNCIL of the CITY OF PEORIA does hereby accept the Peoria Planning and Zoning Commission's recommendation to adopt the Peoria Comprehensive Master Plan.

SECTION 2. ACCEPTANCE OF CERTAIN RECOMMENDED CHANGES

The CITY COUNCIL of the CITY OF PEORIA does hereby accept as changes to the Peoria Comprehensive Master Plan, recommended for adoption by the Planning and Zoning Commission, the attached recommendations as set forth in BRW's letter dated 19 May 1987, attached hereto as "Appendix B" presented during the CITY COUNCIL Public Hearing for the Peoria Comprehensive Master Plan held 7 May 1987, and which changes, in "Appendix B" hereto, are incorporated in the Peoria Comprehensive Master Plan herein approved by the CITY COUNCIL.

SECTION 3. ADOPTION OF PEORIA COMPREHENSIVE MASTER PLAN

The CITY COUNCIL of the CITY OF PEORIA does hereby adopt the Peoria Comprehensive Master Plan in accordance with Sections 1 and 2 of this Resolution, finding that:

- Adoption of the Peoria Comprehensive Master Plan is in the best interest of the City of Peoria, Arizona;
- The use of the Peoria Comprehensive Master Plan, with its Goals, Objectives and Policies and its Land Use Plan, Community Center Plan, Transportation Plan and Public Facilities Plan Elements will promote orderly growth and redevelopment of the City of Peoria; and
- All requirements of A.R.S 9-461 through 9-461.06, pursuant to the adoption of the Peoria Comprehensive Master Plan, have been fulfilled.

SECTION 4. UTILIZATION OF THE COMPREHENSIVE MASTER PLAN

The CITY COUNCIL of the CITY OF PEORIA does hereby expect the Peoria Planning and Zoning Commission and other Boards, Commissions and Committees to utilize and carefully consider the adopted Peoria Comprehensive Master Plan when reviewing any plans, programs or issues relative to growth and development of the CITY OF PEORIA, and further.

The CITY COUNCIL of the CITY OF PEORIA does hereby instruct the City Manager to direct all department heads and staff to utilize and carefully consider the adopted Peoria Comprehensive Master Plan when evaluating or preparing plans and programs relating to the operation, growth and development of the CITY OF PEORIA.

ATTACHMENT 1b

SECTION 5. EXEMPTION OF PENDING ZONING APPLICATIONS

The CITY COUNCIL of the CITY OF PEORIA does hereby exempt certain applications for zoning and rezoning from conformance with this adopted Comprehensive Master Plan, such applications being PZ-18-86, PZ-34-87, PZ-40-87 and PZ-41-87, as listed on attached Appendix A; these applications having been filed prior to the adoption of this Comprehensive Master Plan.

SECTION 6. DECLARATION OF EMERGENCY

A planned growth and redevelopment of the City of Peoria is necessary for the immediate preservation of the peace, health and safety of the City, therefore an immediate affectiveness of this Resolution is necessary and an EMERGENCY, herewith, is declared to exist and it is necessary this Resolution become immediately operative.

PASSED AND APPROVED by the Mayor and CITY COUNCIL of the CITY OF PEORIA, ARIZONA, this 28th day of May, 1987.

Ronald L. Travers
Mayor

ATTEST:

Richard Bowen
City Clerk

APPROVED AS TO FORM:

Ronald J. Keyes
City Attorney

ATTACHMENT 1c

APPENDIX "A"

RESOLUTION 87-28

PZ-18-86. Manual J. Silva, application requesting zoning for a parcel of property consisting of 104± acres, located north and east of 99th Avenue and Northern, from AG to Commercial, Multi-family, Single Family and Garden industrial.

PZ-34-87. Cook Investments and Triple J. Investments, requesting rezoning of 14± acres at the S.W.C. 75th Avenue and Cactus, from AG to C-2.

PZ-40-87. Sharon Harper and Harold E. Gries, requesting a use permit for a parcel of property legally defined within the Plaza Del Rio Master Planned Community, located at 94th Avenue and Thunderbird S.E.

PZ-41-87. Brighton Development, requesting zoning for a parcel of property consisting of 200± acres, at the S.W.C. 83rd Avenue and Cactus, from P.U.D. to the following:

20± acres	C-2	20± acres	C-3
90± acres	RM-1	70± acres	R1-8

ATTACHMENT 1d

RESOLUTION NO. 96-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, FINDING THE EXISTENCE OF CERTAIN SLUM AND BLIGHTED AREAS IN THE CITY OF PEORIA, ARIZONA AND DECLARING THE NEED FOR THE CITY TO EXERCISE POWERS GRANTED TO IT UNDER TITLE 36, CHAPTER 12, ARTICLE 3, ARIZONA REVISED STATUTES AND SETTING FORTH THE POWERS AND AUTHORITY OF THE CITY FOR REDEVELOPMENT AND DIRECTING THE PREPARATION OF A REDEVELOPMENT PLAN AND DECLARING AN EMERGENCY.

The Mayor and Council of the City of Peoria (City Council) resolve and determine the following:

SECTION 1. Findings.

A. There exists in the City of Peoria certain blighted areas as that is defined in Title 36, Chapter 12, Article 3 Section 36-1471. The described areas as set forth in the map attached as Appendix "A" to this resolution constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the City of Peoria.

B. That the existence of such areas contribute substantially and increasingly to the spread of disease, crime, waste, unplanned growth and lack of sufficient public services, which necessitate excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, including the maintenance of adequate police, fire, accident, emergency medical and other public services and facilities, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, and retards the provision of housing accommodations.

C. That the problems in the areas described in this resolution are beyond remedy and control solely by the regulatory processes in the exercise of the police power, and cannot be dealt with effectively by the ordinary operations of private enterprise without the provisions provided by the operation of Title 36,

ATTACHMENT 2a

Chapter 12, Article 3, Arizona Revised Statutes pertaining to Redevelopment.

D. The exercise of the powers granted to the City under Title 36, Chapter 12, Article 3, Arizona Revised Statutes is necessary in the interest of the public health, safety, morals and welfare of the residents of the City of Peoria, Arizona.

SECTION 2. Preparation and Approval of Redevelopment Plan.

A. The Mayor and Council of the City of Peoria direct the preparation of a redevelopment plan for submission to the City Council. The redevelopment plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements and the proposed land uses and building requirements in the redevelopment project area. The plan shall include without being limited to:

1. Statement of the boundaries of the redevelopment project area.

2. Map of the existing uses and conditions of the real property therein.

3. A land use plan showing proposed uses of the area.

4. Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment.

5. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes and ordinances.

6. A statement as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment.

7. A statement of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenues from its disposal to redevelopers.

8. A statement of the proposed method of financing

the redevelopment project.

B. The City Council directs that the redevelopment plan shall be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole. The redevelopment plan shall be submitted to the Planning and Zoning Commission when completed after the adoption of this resolution by the Mayor and Council of the City.

C. Upon review by the Planning and Zoning Commission, the plan shall be submitted to the City Council for a public hearing and action in accordance with A.R.S. §36-1479.

SECTION 3. Powers.

A. For the purpose of aiding in the planning, undertaking or carrying out of a redevelopment project located within the redevelopment plan area, the City Council upon such terms, with or without consideration as it determines, may:

1. Exercise any of the powers granted to the City pursuant to Title 36, Chapter 12, Article 3, Arizona Revised Statutes and pursuant to Article 1, Section 3 of the Peoria City Charter.

2. Incur the entire expense of any public improvements made by the City in exercising its redevelopment powers under Title 36, Arizona Revised Statutes.

3. Do any and all things necessary to aid or cooperate in the planning or carrying out of a redevelopment plan.

4. Lend, grant or contribute funds from the redevelopment projects to the City.

5. Employ any funds belonging to the City or within its control, including funds derived from the sale or furnishing of property, service or facilities to the City, in the purchase of bonds or other obligations of the City issued pursuant to A.R.S. §36-1481.

6. Enter into agreements, which may extend over any period, any provision or rule of law to the contrary notwithstanding, with the City respecting action to be taken by the City pursuant to any of the powers granted by Title 36, Chapter 12, Article 3, Arizona Revised

Statutes.

7. The City in accordance with its powers under the Arizona Revised Statutes, its charter, code and ordinances may:

   a. Cause parks, playgrounds, recreational, water, sewage or drainage facilities, or any other works to be furnished.

   b. Furnish, dedicate, close, vacate, pave, install, grade, regrade, plan or replan streets, roads, sidewalks, ways or other places.

   c. Plan or replan, zone or rezone any part of the City or make exceptions from building regulations.

   d. Cause administrative and other services to be furnished to the City.

B. The City may enter into agreements for the sale, conveyance, lease or agreement to sell real or personal property in accordance with Article 1, Section 3 of the Peoria City Charter.

SECTION 4. Bonds.

The City may issue bonds, in its discretion, to finance the undertaking of any redevelopment project in any redevelopment area, including the payment of principal and interest upon any advances for surveys and plans for redevelopment projects, and may also issue refunding bonds for the payment or retirement of bonds previously issued by it.

SECTION 5. Emergency.

The immediate operation of the provisions of this Resolution is necessary for the public peace, health, safety and Welfare and this resolution will be in full force and effect immediately upon adoption in the manner provided by the City Charter.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 6th day of February, 1996.

Ken C. Forgia

Ken C. Forgia, Mayor

DATE SIGNED: 2/8/96

ATTACHMENT 2d

ATTEST:

Janice L. Graziano, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

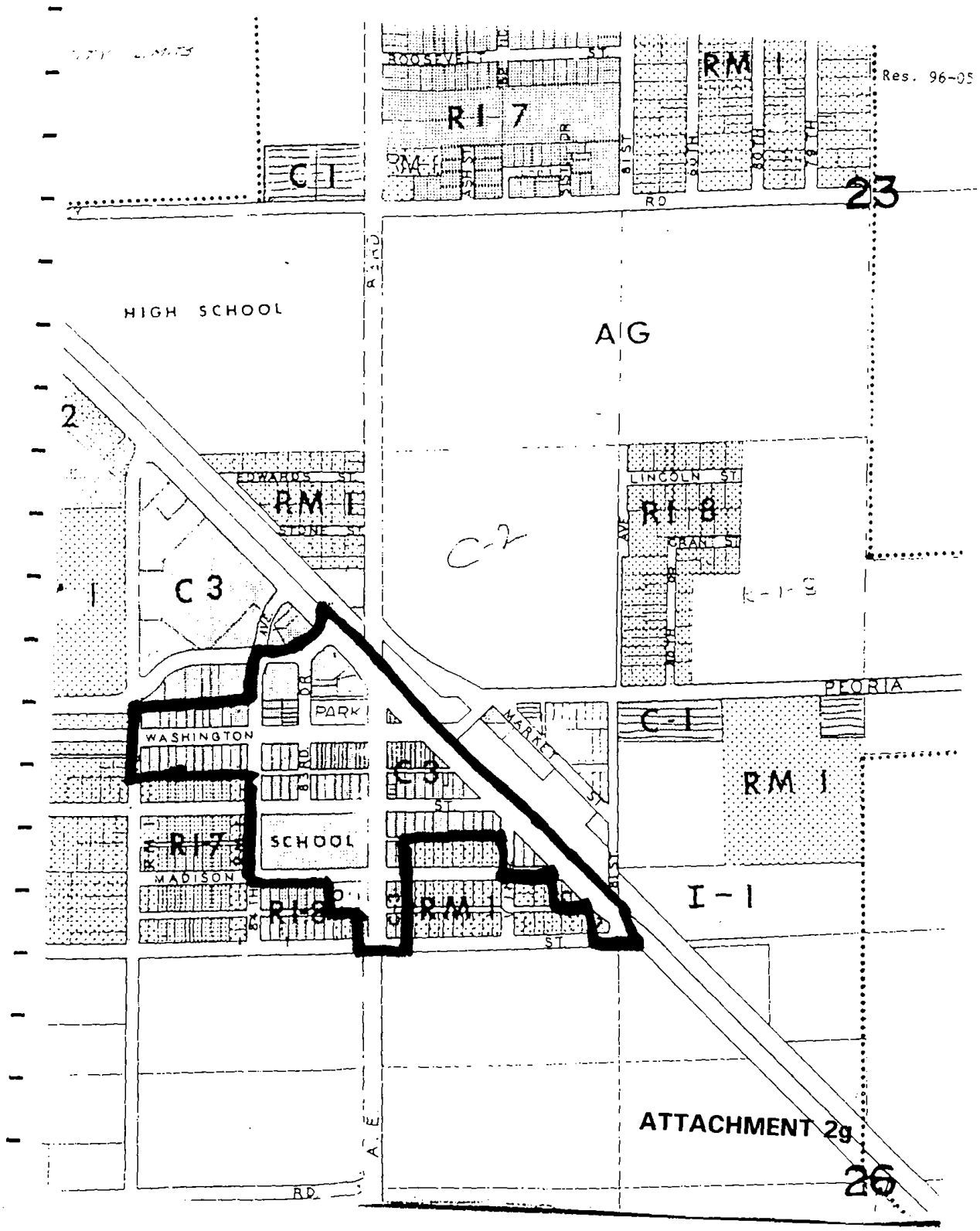
SMK:RESOL\REDEVDNTN.RES

Published in Daily News Sun Publication Dates: 2/9 & 2/13/96
Effective Date: 2/7/96

ATTACHMENT 2e

APPENDIX "A"

ATTACHMENT 2f


Res. 96-05
RI-7
RM 1
C-1
23
HIGH SCHOOL
AG
2
EDWARDS ST
RM 1
STONE ST
C 3
C-2
LINCOLN ST
RI-8
GRANT ST
PEORIA
PARK
WASHINGTON
MARKET
C-1
RM 1
C3
SCHOOL
RI-7
MADISON
RI-8
RM 1
I-1
ATTACHMENT 2g
26

RETURN TO: CITY CLERK
8401 W. MONROE ST.
PEORIA, AZ 85345

RESOLUTION NO. 97-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING AND ACCEPTING THE DOWNTOWN PEORIA REDEVELOPMENT PLAN AND FINDING THE EXISTENCE OF BLIGHTED CONDITIONS IN THE AREA CONTAINED IN THE DOWNTOWN PEORIA REDEVELOPMENT PLAN.

The Mayor and Council of the City of Peoria (City Council) resolve and determine the following:

SECTION 1. FINDINGS.

A. That on or about January 23, 1997, the proposed Downtown Peoria Redevelopment Plan, which is attached as Exhibit "A", was submitted to the Planning and Zoning Commission of the City of Peoria, Arizona for review and recommendations as to its conformity with the General Plan for the development of the City as a whole.

B. That the Planning and Zoning Commission of the City of Peoria, Arizona determined that the Downtown Peoria Redevelopment Plan is in conformance with the General Plan (Peoria Comprehensive Master Plan) for development of the City as a whole.

C. That on the 18th day of February, 1997, a public hearing was held before the City Council after public notice in the Daily News Sun, a newspaper having a general circulation in the Downtown Peoria Redevelopment Plan Area, once each week for two consecutive weeks, with the last publication at least ten days prior to the date of the hearing.

D. That all interested parties were afforded a reasonable opportunity to express their views regarding the proposed Downtown Peoria Redevelopment Plan.

E. That the Mayor and Council of the City of Peoria, Arizona find and determine that the proposed Downtown Peoria Redevelopment Plan is feasible and in conformity with the General Plan Peoria Comprehensive Master Plan) for the development of the City as a whole.

F. That the Mayor and Council of the City of Peoria, Arizona find and determine that the area designated in the Downtown Peoria Redevelopment Plan, which is attached as Exhibit "B", Area is a blighted area and specifically finds andn determines :

1. A shortage of housing of sound standards and design, adequate for family life, exists in the City of Peoria.
2. The need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas under redevelopment.

3. The conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and the spread of disease and crime and constitute a menace to the public health, safety, morals and welfare of the residents of the City of Peoria, Arizona.

4. That the development of the area for predominantly residential uses is an integral part of and essential to the program of the municipality for the elimination of slum and blighted areas.

SECTION 2. Approval of Redevelopment Plan.

A. The Mayor and Council of the City of Peoria, Arizona, having duly held a public hearing in the manner provided by law, find and determine that the proposed Downtown Peoria Redevelopment Plan addresses the requirements contained in the state statute as herein set forth and approve and adopt the redevelopment plan designated as the Downtown Peoria Redevelopment Plan, and further find that the Downtown

Peoria Redevelopment Plan contains:

1. A description of the boundaries of the redevelopment project area.

2. A description of the uses and conditions of the real property therein.

3. A land use plan showing proposed uses for the area.

4. Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment.

5. Statements of the proposed changes, if any, in zoning ordinances, maps, street layouts, street levels or grades, building codes and ordinances.

6. Statements as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment.

7. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area, and the estimated proceeds or revenues from its disposal to redevelopers.

8. The proposed method of financing the redevelopment project.

9. Statements of the methods proposed for the relocation of families, if any, to be displaced from the redevelopment project area.

B. The Mayor and Council find and determine that the Downtown Peoria Redevelopment Plan, which is attached as Exhibit "A", having been duly reviewed, noticed and heard in the manner provided by law, is approved as the Redevelopment Plan for the Downtown Peoria Area.

SECTION 3. Powers.

A. For the purpose of aiding in the planning, undertaking or carrying out of a redevelopment project located within the redevelopment area, the City Council upon such terms, with or without consideration as it determines, may:

1. Dedicate, sell, convey or lease any of the City's interest in any property, or grant easements, licenses or other rights or privileges therein.

2. Incur the entire expense of any public improvements made by the City in exercising its redevelopment powers under Title 36, Arizona Revised Statutes.

3. Do any and all things necessary to aid or cooperate in the planning or carrying out of a redevelopment plan.

4. Lend, grant or contribute funds from the redevelopment projects to the City.

5. Employ any funds belonging to the City, or within its control, including funds derived from the sale or furnishing of property, service or facilities to the City, in the purchase of bonds or other obligations of the City issued pursuant to A.R.S. §36-1481.

6. Enter into agreements, which may extend over any period, any provision or rule of law to the contrary notwithstanding, with the City respecting action to be taken by the City pursuant to any of the powers granted by Title 36, Chapter 12, Article 3, Arizona Revised Statutes.

7. The City, in accordance with its powers under the Arizona Revised Statutes, its charter, code and ordinances may:

a. Cause parks, playgrounds, recreational, water, sewage or drainage facilities, or any other works to be furnished.

b. Furnish, dedicate, close, vacate, pave, install, grade, regrade, plan or replan streets, roads, sidewalks, ways or other places.

c. Plan or replan, zone or rezone any part of the City or make exceptions from building regulations.

d. Cause administrative and other services to be furnished to the City.

5. The City may enter into agreements for the sale, conveyance, lease or agreement to sell real or personal property without appraisal, public notice, advertisement or public bidding.

SECTION 4. Duties of the City Council.

A. The Mayor and Council shall exercise all powers granted to a Redevelopment Commission under the provisions of Title 36, Chapter 12, Article 3, Arizona Revised Statutes.

B. The Mayor and Council, in the exercise of its powers within the Downtown Peoria Redevelopment Plan Area, shall have all powers and authority granted under Title 36, Chapter 12, Article 3, Arizona Revised Statutes, and such powers and authority shall be in addition and supplemental to all other powers granted to the City under the Arizona Constitution, Statutes, City's Charter and Code.

SECTION 5. Bonds.

The City may issue bonds, in its discretion, to finance the undertaking of any redevelopment project in any redevelopment area, including the payment of principle and interest upon any

advances for surveys and plans for redevelopment projects, and may issue refunding bonds for the payment or retirement of bonds previously issued by it.

SECTION 6. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion or paragraph shall not effect any other valid part, portion or paragraph of this Resolution and effectiveness thereof.

SECTION 7. Effective Date.

This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 4th day of March, 1997.

Ken C. Forgia 3/6/97
Ken C. Forgia, Mayor Date

ATTEST:

Janice L. Graziano
Janice L. Graziano, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Res. No. 97-06

EXHIBIT A

DOWNTOWN PEORIA REDEVELOPMENT PLAN

ON FILE IN THE PEORIA CITY CLERK'S OFFICE

EXHIBIT B

Res. No. 97-06

LEGAL DESCRIPTION
DOWNTOWN PEORIA REDEVELOPMENT AREA

That part of the Southeast Quarter of Section 22, the Southwest Quarter of Section 23, the Northwest Quarter of Section 26, and the Northeast Quarter of Section 27, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Exhibit C, and more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 (intersection of Monroe Avenue and 81st Avenue), the True Point of Beginning;

THENCE West along the South line of the Northwest Quarter of the Northwest Quarter of said Section 26 (centerline of Monroe Avenue) to the prolongated West line of Lot 14, Block 31, Peoria Townsite;

THENCE North along said West line of Lot 14 to the intersection of the prolongation of said West line of Lot 14 with the centerline of the alley of said Block 31;

THENCE West along the centerline of said alley of Block 31 to the intersection of the prolongation of the West line of Lot 3 of said Block 31;

THENCE North along said West line of said Lot 3 to the intersection of the prolongation of said West line of said Lot 3 and the centerline of Madison Street;

THENCE West along the centerline of Madison Street to the intersection of the centerline of Madison Street with the centerline of Vine Street;

THENCE North along the centerline of Vine Street to the intersection of the centerline of Vine Street with the centerline of the alley of Block 29, Peoria Townsite;

THENCE West along the centerline of said alley to the prolongation of the East line of Lot 14 of said Block 29;

THENCE South along the East line, and said prolongation of the East line, of said lot 14 to the Northeast corner of Lot 11, Block 32, Peoria Townsite;

THENCE South along the East line, and the prolongation of the East line, of said Lot 11 to the Northeast corner of Lot 14, Block 32, Peoria Townsite;

THENCE South along the East line, and the prolongation of the East line, of said Lot 14 to the intersection of the prolongation of the East line of said Lot 14 with the intersection of the South line of the Northwest Quarter of the Northwest Quarter of said Section 26 (centerline of Monroe Avenue);

THENCE West along said South line of the Northwest Quarter of the Northwest Quarter to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27;

THENCE West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 27 to the intersection with the prolongation of the West line of the Lot identified as Assessor Parcel 142-41-112, Block 33 of the Peoria Townsite;

THENCE North along the West line, and said prolongation of the West line, of the Lot identified as Assessor Parcel 142-41-112 to the Southwest corner of the Lot identified as Assessor Parcel 142-41-113 of said Block 33;

THENCE North along the West line, and prolongation of the West line, of said Lot identified as Assessor Parcel 142-41-113 to the intersection of the prolongation of the West line of the Lot identified as Assessor Parcel 142-41-113 with the centerline of the alley of said Block 33;

THENCE West along said centerline of said alley of Block 33 to the intersection with the prolongation of the West line of Lot 5, Block 33 of Peoria Townsite;

THENCE North along the West line, and prolongation of the West line, to the intersection of said prolongation of the West line of said Lot 5 with the centerline of Madison Street;

THENCE West along the centerline of Madison Street to the intersection with the centerline of 84th Avenue;

THENCE North along said centerline of 84th Avenue to the intersection with the centerline of the alley of Block 26, Peoria Townsite;

THENCE West along the centerline of said alley of Block 26 to the intersection with the centerline of 85th Avenue;

THENCE North along said centerline of 85th Avenue to the intersection with the North line of said Section 27;

THENCE East along said North line of Section 27 to the intersection with the centerline of 84th Avenue;

THENCE North along said centerline of 84th Avenue to the intersection with the centerline of Peoria Avenue;

THENCE East along said centerline of Peoria Avenue to the intersection with the centerline of Grand Avenue;

THENCE Southeast along said centerline of Grand Avenue to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 (Intersection of Monroe Avenue and 81st Avenue), the True Point of Beginning.

EXHIBIT C

Res. No. 97-06

THE MAP IS ON FILE

IN THE OFFICES OF THE CITY CLERK,

CITY OF PEORIA, PEORIA, ARIZONA

Res. No. 97-06

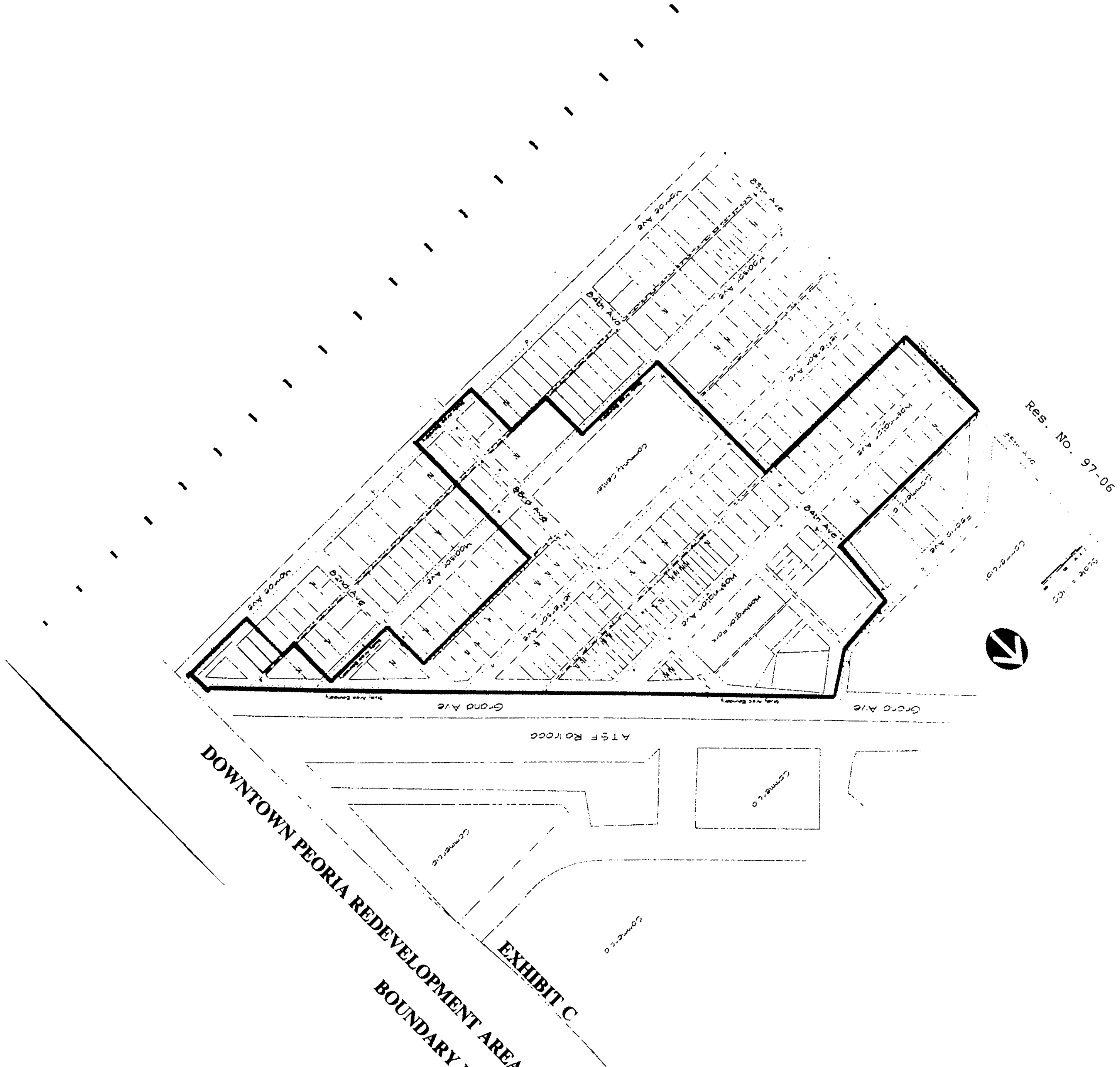


EXHIBIT C

DOWNTOWN PEORIA REDEVELOPMENT AREA
BOUNDARY MAP

EXHIBIT B

Res. No. 97-06

LEGAL DESCRIPTION
DOWNTOWN PEORIA REDEVELOPMENT AREA

That part of the Southeast Quarter of Section 22, the Southwest Quarter of Section 23, the Northwest Quarter of Section 26, and the Northeast Quarter of Section 27, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Exhibit C, and more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 (intersection of Monroe Avenue and 81st Avenue), the True Point of Beginning;

THENCE West along the South line of the Northwest Quarter of the Northwest Quarter of said Section 26 (centerline of Monroe Avenue) to the prolongated West line of Lot 14, Block 31, Peoria Townsite;

THENCE North along said West line of Lot 14 to the intersection of the prolongation of said West line of Lot 14 with the centerline of the alley of said Block 31;

THENCE West along the centerline of said alley of Block 31 to the intersection of the prolongation of the West line of Lot 3 of said Block 31;

THENCE North along said West line of said Lot 3 to the intersection of the prolongation of said West line of said Lot 3 and the centerline of Madison Street;

THENCE West along the centerline of Madison Street to the intersection of the centerline of Madison Street with the centerline of Vine Street;

THENCE North along the centerline of Vine Street to the intersection of the centerline of Vine Street with the centerline of the alley of Block 29, Peoria Townsite;

THENCE West along the centerline of said alley to the prolongation of the East line of Lot 14 of said Block 29;

THENCE South along the East line, and said prolongation of the East line, of said lot 14 to the Northeast corner of Lot 11, Block 32, Peoria Townsite;

THENCE South along the East line, and the prolongation of the East line, of said Lot 11 to the Northeast corner of Lot 14, Block 32, Peoria Townsite;

THENCE South along the East line, and the prolongation of the East line, of said Lot 14 to the intersection of the prolongation of the East line of said Lot 14 with the intersection of the South line of the Northwest Quarter of the Northwest Quarter of said Section 26 (centerline of Monroe Avenue);

THENCE West along said South line of the Northwest Quarter of the Northwest Quarter to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27;

THENCE West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 27 to the intersection with the prolongation of the West line of the Lot identified as Assessor Parcel 142-41-112, Block 33 of the Peoria Townsite;

THENCE North along the West line, and said prolongation of the West line, of the Lot identified as Assessor Parcel 142-41-112 to the Southwest corner of the Lot identified as Assessor Parcel 142-41-113 of said Block 33;

THENCE North along the West line, and prolongation of the West line, of said Lot identified as Assessor Parcel 142-41-113 to the intersection of the prolongation of the West line of the Lot identified as Assessor Parcel 142-41-113 with the centerline of the alley of said Block 33;

THENCE West along said centerline of said alley of Block 33 to the intersection with the prolongation of the West line of Lot 5, Block 33 of Peoria Townsite;

THENCE North along the West line, and prolongation of the West line, to the intersection of said prolongation of the West line of said Lot 5 with the centerline of Madison Street;

THENCE West along the centerline of Madison Street to the intersection with the centerline of 84th Avenue;

THENCE North along said centerline of 84th Avenue to the intersection with the centerline of the alley of Block 26, Peoria Townsite;

THENCE West along the centerline of said alley of Block 26 to the intersection with the centerline of 85th Avenue;

THENCE North along said centerline of 85th Avenue to the intersection with the North line of said Section 27;

THENCE East along said North line of Section 27 to the intersection with the centerline of 84th Avenue;

THENCE North along said centerline of 84th Avenue to the intersection with the centerline of Peoria Avenue;

THENCE East along said centerline of Peoria Avenue to the intersection with the centerline of Grand Avenue;

THENCE Southeast along said centerline of Grand Avenue to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26 (Intersection of Monroe Avenue and 81st Avenue), the True Point of Beginning.

97-0152442

EXHIBIT C

Res. No. 97-06

THE MAP IS ON FILE

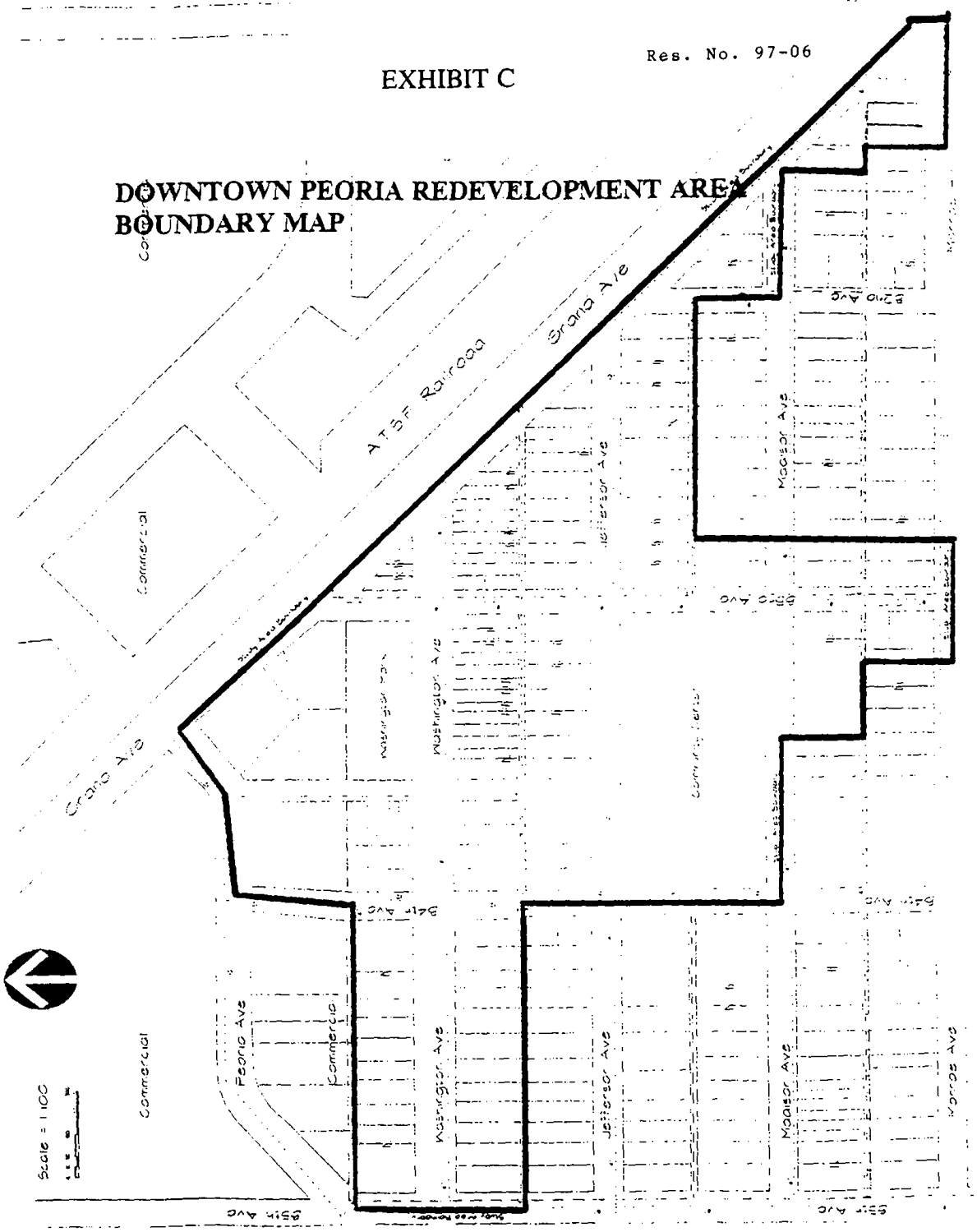
IN THE OFFICES OF THE CITY CLERK,

CITY OF PEORIA, PEORIA, ARIZONA

Res. No. 97-06

EXHIBIT C

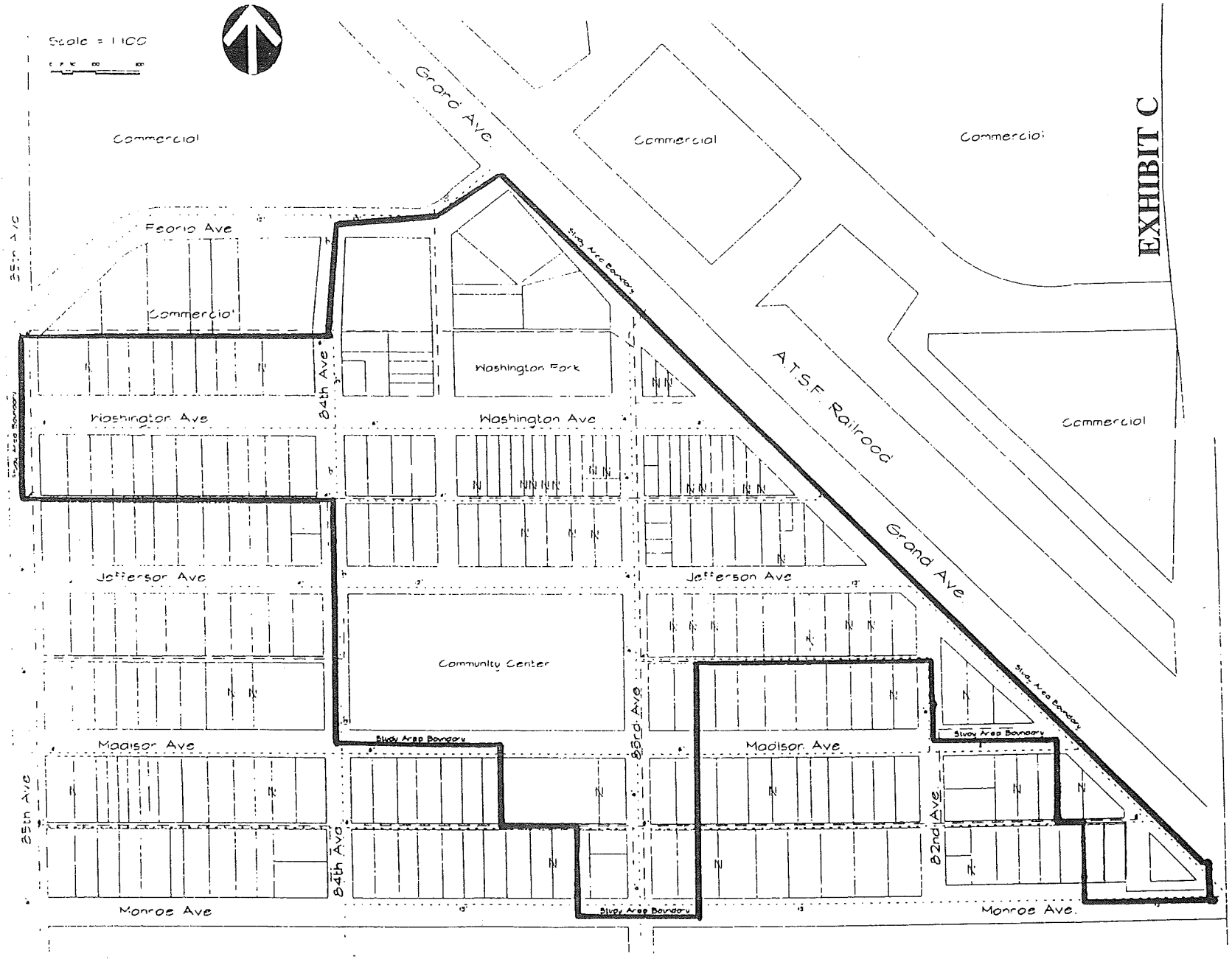
DOWNTOWN PEORIA REDEVELOPMENT AREA BOUNDARY MAP



Res. No. 97-06

EXHIBIT C

DOWNTOWN PEORIA REDEVELOPMENT AREA BOUNDARY MAP



RESOLUTION NO. 2012-**08**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DECLARING ITS INTENTION TO DESIGNATE A DEFINED AREA AROUND OLD TOWN AS AN ENTERTAINMENT DISTRICT PURSUANT TO A.R.S. §4-207 THEREBY ALLOWING THE CITY OF PEORIA TO APPROVE ON A CASE-BY-CASE BASIS EXEMPTIONS FROM THE DISTANCE RESTRICTIONS PRESCRIBED THEREIN FOR THE ISSUANCE OF CERTAIN LIQUOR LICENSES FOR ESTABLISHMENTS IN RELATION TO CHARTER SCHOOLS OR PLACES OF WORSHIP.

WHEREAS, in April 2010, the State Legislature passed House Bill 2596, amending sections 4-207 and 41-1493, Arizona Revised Statutes; amending Title 41, Chapter 9, Article 9, Arizona Revised Statutes; and

WHEREAS, A.R.S. §4-207 restricts the granting of certain types of liquor licenses to establishments within 300 feet of existing schools and places of worship; and

WHEREAS, A.R.S.§4-207 allows the governing body of a city or town to grant an exemption from these distance restrictions, not including public or private schools, on a case-by-case basis for an establishment located in an area that is designated as an Entertainment District; and

WHEREAS, A.R.S. §4-207 declares that for the purposes of that section, "Entertainment District" means a specific contiguous area that is designated an entertainment district by a resolution adopted by the governing body of a city or town, that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, areas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities; and

WHEREAS, the area proposed as the Old Town Peoria Entertainment District meets the above description of an Entertainment District for the purposes of A.R.S. §4-207; and

WHEREAS, the authority for the City Council to grant such exemptions from distance requirements for establishments requiring certain liquor licenses in the Old Town Entertainment District would support the location of desirable and activating

uses in this area, which is a goal of the adopted 2009 Old Town Revitalization Plan and the Economic Development Investment Strategy (EDIS).

WHEREAS, the City has identified criteria to aid in the consideration and deliberation of exemptions hereto and to promote the general health, safety and welfare.

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

Section 1. Old Town Peoria Entertainment District

1. The City Council of the City of Peoria does hereby accept and adopt the Old Town Entertainment District as shown in Exhibit A.

2. Requests for exemptions shall be considered against the criteria listed in Exhibit B.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this **17th** day of **January**, 2012.

_____
Bob Barrett, Mayor

Date Signed_____

ATTEST:

_____
Wanda Nelson, City Clerk

RES. 2012-08

APPROVED AS TO FORM:

_____

Stephen M. Kemp, City Attorney

RES. 2012-08

EXHIBIT A

Old Town Entertainment District

0 500 1,000 2,000 3,000 4,000 Feet

City of Peoria Old Town Entertainment District for the purposes of meeting the A.R.S. Section 4-207 definition of Entertainment District

N

RES. 2012-08

EXHIBIT B
Criteria in Consideration of Exemptions

1. *Compliant Use*: The use is compliant with the underlying zoning and if required, a Conditional Use Permit has been granted.

2. *Compatibility*: Operational and performance characteristics of the business, including but not limited to: hours of operation, noise, odor, traffic, parking, safety will not be detrimental to the health, safety or welfare of affected churches/charter schools or unreasonably interfere with the use and enjoyment of said properties.

3. *Balance:* The use does not impair the appropriate balance of land uses ensuring that a single class of uses does not unduly harm or disrupt the character in the area. The use should be additive and function to complement and enhance the surrounding area.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: December 27, 2011 **Council Meeting Date: January 17, 2012**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Old Town Entertainment District Designation**
REGULAR MEETING

Purpose:

Discussion and possible action to approve and adopt the attached Resolution designating a defined area around Old Town as an 'Entertainment District' pursuant to A.R.S. 4-207 for the purpose of considering certain types of restricted liquor licenses within 300 feet of a church or *charter* school.

Background/Summary:

As part of implementing the Council adopted Old Town Peoria Revitalization Plan and Economic Development Implementation Strategy (EDIS), the Economic Development Services Department has been actively recruiting new business opportunities for Old Town. Recently, investor interest has been identified for the Old Town area. The investor interest is looking to establish a start-up microbrewery operation. Moreover, as the business is actively looking for properties in which to start this business, time is of the essence as the business owners want to be operational in 2012.

However, under State Law, several types of establishments (including the proposed microbrewery) that require liquor licenses are not permitted to locate within 300 feet of existing schools and places of worship. The abundance of places of worship within the Old Town area would preclude this and other types of business opportunities.

Arizona House Bill 2596
On April 26, 2010, the State Legislature approved HB 2596 which amended the Free Exercise of Religion statutes with regards to land use. This bill paved the way for Cities – on a case-by-case basis – to approve an exemption from the restriction that does not allow certain types of liquor licenses within 300 feet of a church or *charter school*, but only if they are located in a designated 'Entertainment District.' Under the Statute, the 300 foot restriction from a public or private school remains in place. The Entertainment District designation has a narrow application limited to consideration of certain classes of liquor licenses affected by the church/charter school restriction. The Old Town area has seven (7) churches within a 4-block

area thereby effectively rendering the Old Town core off-limits for certain classes of potentially synergystic uses such as microbreweries, beer and wine bars, taverns and others. The Entertainment District designation for a prescribed area of Old Town would therefore be a tool that offers the City the flexibility to legally consider certain types of restricted liquor licenses on a case-by-case basis.

What is an Entertainment District?
Codified as A.R.S. 4-207, the Statute allows for exceptions to this provision for uses within designated "Entertainment Districts." The proposed Entertainment District designation will provide the ability for the City Council to consider exemptions for certain affected classes of liquor license holders (e.g. microbrew pubs, beer and wine bars, private clubs, etc.) to locate within 300 feet of existing charter schools and places of worship on a case-by-case basis. The change in State Law does *not* allow for an exemption from the 300' restriction to public and private schools – only churches and charter schools.

The number of designated ED's permitted under State Law is dependent on population. Peoria would be permitted one (1) designated Entertainment District until it reached a population of 200,000. Entertainment Districts can be up to 1 square mile in size and must be no less than 1/8 mile (660 feet) in width. The State Legislature broadly defines an Entertainment District as an area that contains a "significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities." Staff believes that the Old Town area has a number of assets and venues in place to meet the Entertainment District description.

Benefits
An Entertainment District provides more local control as to what types of liquor establishments can locate next to churches or charter schools. Although the State Department of Liquor Licenses and Control issues licenses, only the City has the ability to grant exemptions. Additionally, such allowances within Old Town would support the location of desirable and activating entertainment uses in this area -- a goal supported by the approved Old Town Peoria Revitalization Plan. The designation of an Entertainment District for this purpose will provide the City flexibility in locating such uses and enable efforts to foster a vibrant, dynamic environment.

Previous Actions:

Sustainable Development Subcommittee (12/7/11) and (1/4/12)
This item was introduced to the Sustainable Development Subcommittee at its December 7, 2011 meeting. The item was continued to January 4, 2012 to allow for the preparation of a media press release seeking public and stakeholder input.

At the January 4, 2012 Subcommittee, Staff reintroduced the topic and identified several policy items for consideration. Several members of the public were present from the local community representing church, business and resident interests. The Subcommittee discussed the item, took testimony from four (4) interesed persons and answered questions. Subsequently, the Subcommittee approved the item to move forward for full public and City Council review at the January 17, 2012 regular meeting, without recommendation. To the latter point, a few speakers voiced concerns about the potential over-concentration of liquor-focused uses in the Old Town area and the need to explore limitations or additional criteria to ensure a balance of appropriate uses. Staff has proposed an additional criterion (see #3 below) to address the concern as it deliberates on an exemption request.

- **Should the City pursue an Entertainment District designation for Old Town?** Staff believes the Entertainment District designation to be a tool that offers the flexibility and local control for the City to consider appriopriate uses (that otherwise may be barred from entry) that activate and provide synergy as contemplated in the Old Town Peoria Revitalization Plan and the EDIS.

- **If appropriate, what areas should be included in the district boundary?** Staff is recommending the attached map (see Exhibit A). This map is strategically expansive and includes the Old Town core along with key opportunity areas such as Peoria Town Center, Peoria Place and portions of the Grand Avenue corridor.

- **What criteria should the City consider when evaluating a request for an exemption?** As discussed above, although the State has the authority to grant liquor licenses (City Council recommendation), the legislation only allows the municipality the ability to grant exemptions from church/charter school separation requirements on a case-by-case basis within a designated Entertainment District.

  Any person seeking a liquor license would follow the normal procedure. The request for an exemption will only be needed if: (a) the location sought is within 300 feet of a church or charter school; and (b) they are requesting a type of license that is currently restricted from being located there; and (c) the location is within the designated Entertainment District.

  The exemption request would be an added component to the liquor license review process. Staff recommends that the consideration not be arbitrary and be based on certain criteria. Staff is recommending use of the following criteria:

  1. *Compliant Use*: The Entertainment District designation does ***not*** effect the underlying Zoning. The use must be compliant with the underlying zoning and if required, a Conditional Use Permit has been granted. Bars, taverns and microbrewery uses already require a CUP in most non-residential zoning districts. The CUP is a public process that is

structured to maximize stakeholder input with action at the Planning & Zoning Commission.

2. *Compatibility*: Operational and performance characteristics of the business, including but not limited to: hours of operation, noise, odor, traffic, parking, safety will not be detrimental to the health, safety or welfare of affected churches/charter schools or unreasonably interfere with the use and enjoyment of said properties.

3. *Balance:* Maintaining an appropriate balance of land uses to ensure that a single class of uses does not unduly harm or disrupt the character in the area. The use should be additive and function to complement and enhance the surrounding area. This was added as a result of Subcommittee discussion and stakeholder input.

Economic Development Advisory Board (11/10/11)
This item was also introduced and discussed with the Economic Development Advisory Board at its November 10, 2011 meeting.

Options:

A: Council could act to approve and adopt the attached Resolution designating a certain area around Old Town as an 'Entertainment District' pursuant to A.R.S. 4-207 for the purpose of considering certain types of restricted liquor licenses within 300 feet of a church or *charter* school; or

B: Council could decline to approve and adopt the attached Resolution designating a certain area around Old Town as an Entertainment District as described hereto; or

C: Council could continue the proposed Old Town Entertainment District designation to a future City Council meeting for renewed consideration based on policy matters of concern; or

D: Council could remand the proposed Old Town Entertainment District designation back to the Sustainable Development Subcommittee for renewed consideration based on policy matters of concern; or

Staff's Recommendation:

Staff recommends that the Mayor and City Council approve and adopt the attached Resolution designating a defined area around Old Town as an 'Entertainment District' pursuant to A.R.S. 4-207 for the purpose of considering certain types of restricted liquor licenses within 300 feet of a church or charter school.

Fiscal Analysis:

There is no direct fiscal impact to the City associated with this request.

Narrative:

Should the Council approve this designation, exemption requests would be considered as part of the liquor license review process.

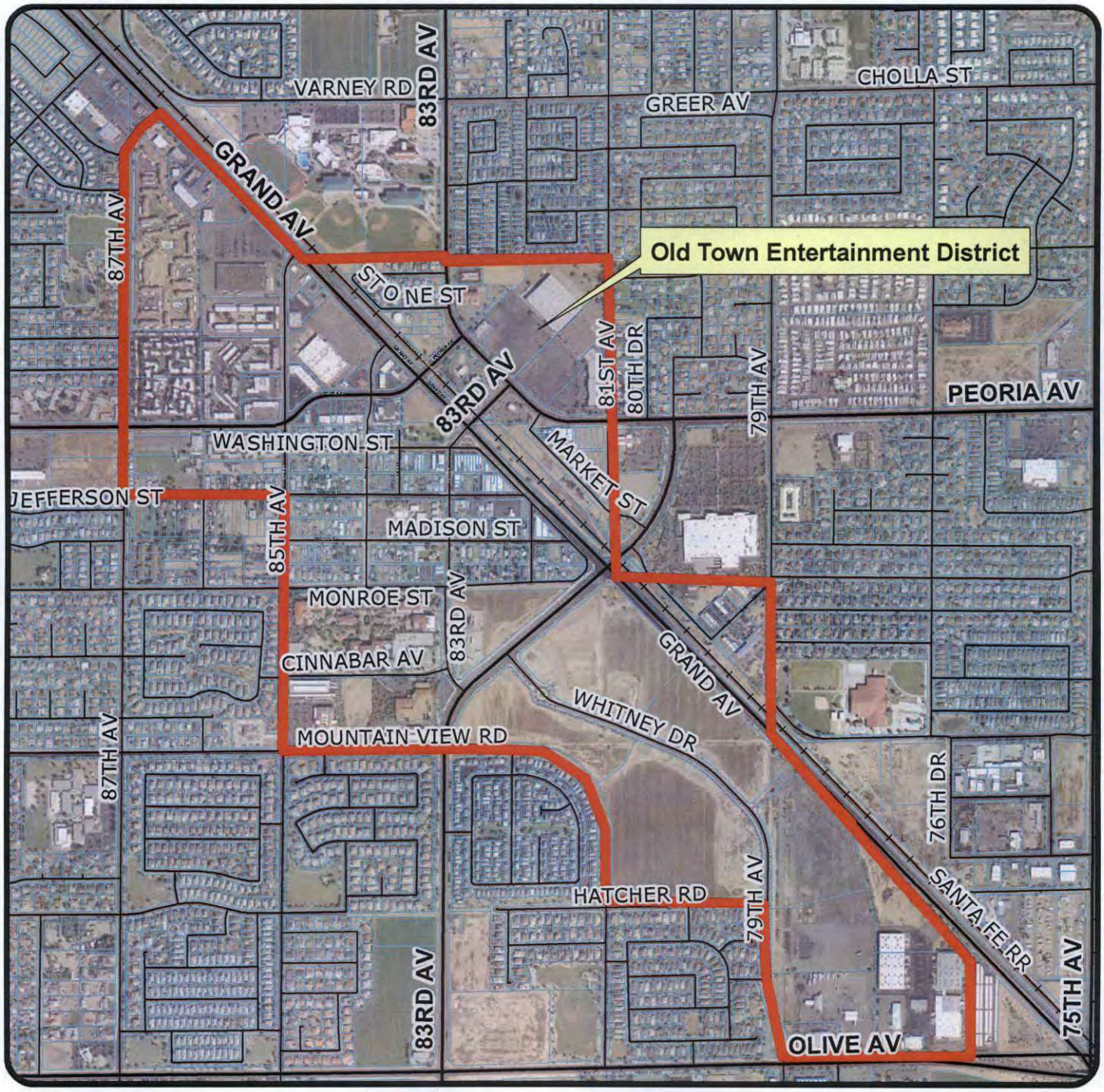
Exhibit(s):

Exhibit A: Proposed Old Town Entertainment District Map
Exhibit B: A.R.S. 4-207
Exhibit C: Inventory of Schools & Churches in the area

Resolution
-Exhibits A/B

Contact Name and Number: Chris M. Jacques, Planning Director, (623) 773-7609

Old Town Entertainment District



0 500 1,000 2,000 3,000 4,000 Feet

N

City of Peoria Old Town Entertainment District for the purposes of meeting the A.R.S. Section 4-207 definition of Entertainment District

4-207. Restrictions on licensing premises near school or church buildings; definitions

A. A retailer's license shall not be issued for any premises which are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02.
2. Special event license issued pursuant to section 4-203.02.
3. Hotel-motel issued a license pursuant to section 4-205.01.
4. Government license issued pursuant to section 4-205.03.
5. Fenced playing area of a golf course issued a license pursuant to this article.

C. Notwithstanding subsection A of this section:

1. A spirituous liquor license which is validly issued and which is, on the date an application for a transfer is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building may be transferred person to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

2. A person may be issued a spirituous liquor license pursuant to sections 4-201, 4-202 and 4-203 of the same class for premises which have a nontransferable spirituous liquor license validly issued if the premises are, on the date an application for such license is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

3. A person may be issued a liquor store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises which have a beer and wine store license validly issued if the premises, on the date an application for such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

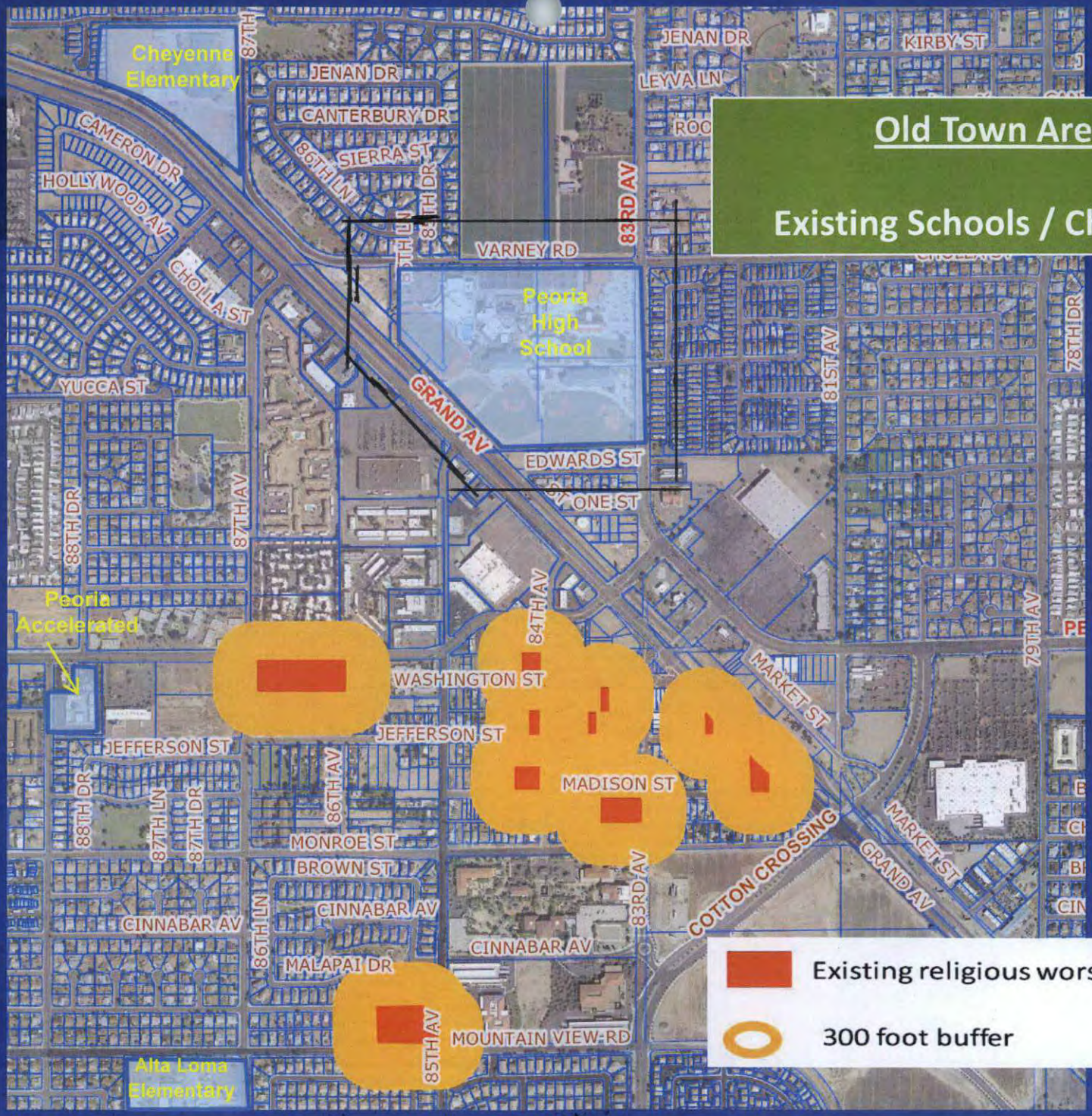
4. The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or charter school that is located in an area that is designated an entertainment district by the governing body of that city or town. A city or town with a population of at least five hundred thousand persons may designate no more than three entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of at least two hundred thousand persons but less than five hundred thousand persons may designate no more than two entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of less than two hundred thousand persons may designate no more than one entertainment district within the boundaries of the city or town pursuant to this paragraph.

5. A person may be issued a beer and wine store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises that have a liquor store license validly issued if the premises, on the date of an application for which such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreation area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

D. For the purposes of this section:

1. "Church" means a building which is erected or converted for use as a church, where services are regularly convened, which is used primarily for religious worship and schooling and which a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

2. "Entertainment district" means a specific contiguous area that is designated an entertainment district by a resolution adopted by the governing body of a city or town, that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities.


Old Town Area
Existing Schools / Churches
Cheyenne Elementary
JENAN DR
CANTERBURY DR
SIERRA ST
CAMERON DR
HOLLYWOOD AV
CHOLLA ST
YUCCA ST
VARNEY RD
Peoria High School
GRAND AV
EDWARDS ST
ONE ST
83RD AV
81ST AV
78TH DR
KIRBY ST
LEYVA LN
87TH AV
88TH DR
Peoria Accelerated
84TH AV
WASHINGTON ST
JEFFERSON ST
MADISON ST
MONROE ST
BROWN ST
CINNABAR AV
MALAPAI DR
MOUNTAIN VIEW RD
86TH AV
87TH LN
87TH DR
86TH LN
85TH AV
83RD AV
MARKET ST
COTTON CROSSING
79TH AV
Alta Loma Elementary
Existing religious worship facility
300 foot buffer

RESOLUTION NO. 2012-

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DECLARING ITS INTENTION TO DESIGNATE A DEFINED AREA AROUND OLD TOWN AS AN ENTERTAINMENT DISTRICT PURSUANT TO A.R.S. §4-207 THEREBY ALLOWING THE CITY OF PEORIA TO APPROVE ON A CASE-BY-CASE BASIS EXEMPTIONS FROM THE DISTANCE RESTRICTIONS PRESCRIBED THEREIN FOR THE ISSUANCE OF CERTAIN LIQUOR LICENSES FOR ESTABLISHMENTS IN RELATION TO CHARTER SCHOOLS OR PLACES OF WORSHIP.

WHEREAS, in April 2010, the State Legislature passed House Bill 2596, amending sections 4-207 and 41-1493, Arizona Revised Statutes; amending Title 41, Chapter 9, Article 9, Arizona Revised Statutes; and

WHEREAS, A.R.S. §4-207 restricts the granting of certain types of liquor licenses to establishments within 300 feet of existing schools and places of worship; and

WHEREAS, A.R.S.§4-207 allows the governing body of a city or town to grant an exemption from these distance restrictions, not including public or private schools, on a case-by-case basis for an establishment located in an area that is designated as an Entertainment District; and

WHEREAS, A.R.S. §4-207 declares that for the purposes of that section, "Entertainment District" means a specific contiguous area that is designated an entertainment district by a resolution adopted by the governing body of a city or town, that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, areas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities; and

WHEREAS, the area proposed as the Old Town Peoria Entertainment District meets the above description of an Entertainment District for the purposes of A.R.S. §4-207; and

WHEREAS, the authority for the City Council to grant such exemptions from distance requirements for establishments requiring certain liquor licenses in the Old Town Entertainment District would support the location of desirable and activating

uses in this area, which is a goal of the adopted 2009 Old Town Revitalization Plan and the Economic Development Investment Strategy (EDIS).

WHEREAS, the City has identified criteria to aid in the consideration and deliberation of exemptions hereto and to promote the general health, safety and welfare.

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

Section 1. Old Town Peoria Entertainment District

1. The City Council of the City of Peoria does hereby accept and adopt the Old Town Entertainment District as shown in Exhibit A.

2. Requests for exemptions shall be considered against the criteria listed in Exhibit B.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this _____ day of_____, 2012.

_____
Bob Barrett, Mayor

Date Signed_____

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Kemp, City Attorney

EXHIBIT A

Old Town Entertainment District

0 500 1,000 2,000 3,000 4,000 Feet

City of Peoria Old Town Entertainment District for the purposes of meeting the A.R.S. Section 4-207 definition of Entertainment District

N

EXHIBIT B
Criteria in Consideration of Exemptions

1. *Compliant Use*: The use is compliant with the underlying zoning and if required, a Conditional Use Permit has been granted.

2. *Compatibility*: Operational and performance characteristics of the business, including but not limited to: hours of operation, noise, odor, traffic, parking, safety will not be detrimental to the health, safety or welfare of affected churches/charter schools or unreasonably interfere with the use and enjoyment of said properties.

3. *Balance:* The use does not impair the appropriate balance of land uses ensuring that a single class of uses does not unduly harm or disrupt the character in the area. The use should be additive and function to complement and enhance the surrounding area.

CITY COUNCIL SUBCOMMITTEE ON
SUSTAINABLE DEVELOPMENT
CITY OF PEORIA, ARIZONA
Pine Conference Room
January 4, 2012

A meeting of the City **Council Subcommittee on Sustainable Development** for the City of Peoria, Arizona was convened by Chairperson Carlat in open and public session at 8401 West Monroe, Peoria, Arizona, on January 04, 2012 at 5:00 p.m.

Members Present: Chairperson Cathy Carlat, Councilmember Dave Pearson, and Councilmember Tony Rivero.

Members Absent: None.

Staff Present: Carl Swenson, City Manager; Susan J. Daluddung, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Chris Jacques, Planning & Development Director; Tami Overton, Executive Assistant; and Briana Decker, Council Assistant.

Audience: Approximately seven members of the public were present.

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

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

CONSENT – New Business:

1C MINUTES:

Motion was made by Councilmember Rivero, seconded by Councilmember Pearson, to approve the Subcommittee minutes from the December 7, 2011 meeting. Upon vote, the motion carried unanimously 3 to 0.

REGULAR AGENDA

NEW BUSINESS:

2R Old Town Entertainment District Designation

Discussion ensued regarding the proposed designation of an undefined area around Old Town as an Entertainment District pursuant to Arizona Revised Statutes.

Hank Fields addressed the City Council Subcommittee regarding the continued focus of retail within the area, restrictions of the type and number of approved liquor licenses, criteria for new businesses, restrictions of a church implementing a future day care facility, and the existing renovation plans for downtown Peoria. Mr. Fields' personal beliefs do not coincide with an establishment centered on the distribution of liquor, but understands the business perspectives to do so. Mr. Fields would like to ensure that limitations are set to help control an abundance of liquor businesses coming to the area.

Thomas Gyder addressed the City Council Subcommittee regarding the integration of liquor establishments within the downtown area. Mr. Gyder understands that a mix of uses has been discussed for some time within the area, and encourages the establishment of an entertainment district as a means to enable the City to maintain local control of the licenses.

Gary Bovin addressed the City Council Subcommittee regarding the integration of liquor establishments within the downtown area. Mr. Bovin's personal beliefs do not coincide with an establishment centered on the distribution of liquor; but is looking at this proposition from a neutral standpoint.

Eva Osuna addressed the City Council Subcommittee regarding the integration of liquor establishments within the downtown area. Ms. Osuna sees the clientele in the areas as primarily families and believes that family services should remain as the key focus of the area. Ms. Osuna suggested the distribution of food at the sites to ensure that they appeal to all ages.

The Council Subcommittee on Sustainable Development advised staff to include criteria that addresses an appropriate balance of services and uses in the area. Chairman Carlat and Councilmember Rivero agreed with the staff proposed recommendation. However, Councilmember Pearson wished to withhold judgment on the staff recommendation at this time pending the presentation and consideration of criteria addressing the concerns noted at the meeting regarding protections against an overconcentration of liquor establishments in the area. Decision of the Council Subcommittee on Sustainable Development was to forward the Old Town Entertainment District Designation to the January 17, 2012 Regular City Council Meeting, without recommendation, for consideration.

Reports from Staff Report:

None

Reports from Council Subcommittee:

None

ADJOURNMENT:

There being no further business to come before the City Council Subcommittee, the meeting was duly adjourned at 6:06 p.m.

Cathy Carlat, Chairperson	Briana Decker, Council Assistant

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

DATE: **December 14, 2011**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Old Town Entertainment District Designation**

Background:

Policy Issues

On April 26, 2010, the State Legislature approved HB 2596 which amended the Free Exercise of Religion statutes with regards to land use. This bill paved the way for Cities – on a case-by-case basis – to approve an exemption from the restriction that does not allow certain types of liquor licenses within 300 feet of a church or *charter school*, but only if they are located in a designated 'Entertainment District.' Under the Statute, the 300 foot restriction from a public or private school remains in place. The ED designation has a narrow application limited to consideration of certain classes of liquor licenses affected by the church/charter school restriction. The Old Town area has seven (7) churches within a 4-block area thereby effectively rendering the Old Town core off-limits for certain classes of synergystic uses such as microbreweries, beer and wine bars, taverns and others. The ED designation for a prescribed area of Old Town would therefore be a tool that offers the City the flexibility to legally consider certain types of affected liquor licenses on a case-by-case basis.

The key policy considerations, include but are not limited to:

- **Should the City pursue an Entertainment District designation for Old Town?**

  Staff believes the Entertainment District designation is a necessary tool to remove barriers for investment and promote the types of appropriate uses that activate and provide synergy as contemplated in the Old Town Peoria Revitalization Plan (2009).

- **If appropriate, what areas should be included in the district boundary?**

  Staff is recommending Map #3 (see attached). Map #3 is strategically expansive and includes key areas such as the Old Town core, Peoria Town Center, part of Peoria Place and portions of the Grand Avenue corridor.

Tracking # _____

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

- **What criteria should the City consider when evaluating a request for an exemption? Staff recommends that the criteria include:**

  (a) *Compliant Use:* Use is compliant with the underlying zoning and/or a Conditional Use Permit has been granted (if required); and
  (b) *Compatibility:* Operational and performance characteristics of the business, including but not limited to: hours of operation, noise, odor, traffic, parking, safety will not be detrimental to the health, safety or welfare of affected churches/charter schools or unreasonably interfere with the use and enjoyment of said properties.

Discussion

As part of implementing the Council adopted Old Town Peoria Revitalization Plan and Economic Development Implementation Strategy (EDIS), the Economic Development Services Department has been actively recruiting new business opportunities for Old Town. Recently, investor interest has been identified for the adaptive reuse of the former fire station building (Site) located at 8307 West Washington Street (APN 142-41-022). The investor interest (Jacob Waltz Brewery Company) is looking to establish a start-up microbrewery operation at the Site. The operation would be beer production, distribution, and public beer sampling.

However, under State Law, several types of establishments (including the proposed microbrewery) that require liquor licenses are not permitted to locate within 300 feet of existing schools and places of worship. The abundance of places of worship within the Old Town area would preclude this and other types of business opportunities.

Entertainment District allowance

A.R.S. 4-207 allows for exceptions to this provision for uses within designated "Entertainment Districts." The proposed Entertainment District designation will provide the ability for the City Council to consider exemptions for certain affected classes of liquor license holders (e.g. microbrew pubs, beer and wine bars, private clubs, etc.) to locate within 300 feet of existing charter schools and places of worship on a case-by-case basis. The change in State Law does *not* allow for an exemption from the 300' restriction to public and private schools – only churches and charter schools.

The number of designated ED's permitted under State Law is dependent on population. Peoria would be permitted one (1) designated ED until it reached a population of 200,000. Entertainment Districts can be up to 1 square mile in size and must be no less than 1/8 mile (660 feet) in width. The State Legislature broadly defines an Entertainment District an area that contains a "significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities."

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

Benefits

An Entertainment District provides more local control as to what types of liquor establishments can locate next to churches or charter schools. Although the State Department of Liquor Licenses and Control issues licenses, only the City has the ability to grant exemptions. Additionally, such allowances within Old Town would support the location of desirable and activating entertainment uses in this area -- a goal supported by the approved Old Town Peoria Revitalization Plan (2009). The designation of an Entertainment District for this purpose will provide the City flexibility in locating such uses and enable efforts to foster a vibrant, dynamic environment.

Moreover, as the business is actively looking for properties in which to start this business, time is of the essence as the business owners want to be operational by February 2012. The business is looking to ultimately own the property, but start with a lease-to-own structure.

Previous Actions:

This item was considered by the Economic Development Advisory Board (EDAB) at its November 10, 2011 meeting.

This item was also introduced to the Sustainable Development Subcommittee at its December 7, 2011 meeting. The item was continued to January 4, 2012 to allow for the preparation of a media press release seeking public and stakeholder input.

Options:

A: Recommend that this item be considered by the full City Council at its next available Study Session (January 17, 2012); or

B: Recommend that this item be considered by the full City Council at its January 17 Study Session and then take action that evening as part of the Regular Agenda.

C: Continue the item to another Sustainable Development Subcommittee meeting to consider additional information as directed.

Staff's Recommendation:

Due to the time sensitive nature of this opportunity, staff recommends that the full City Council consider this item at the January 17, 2012 Study Session and then take action that evening as part of the Regular Agenda.

Fiscal Analysis:

There are no anticipated fiscal impacts.

Tracking # _____

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

Exhibit(s):

Exhibit 1: A.R.S. 4-207
Exhibit 2: Inventory of Old Town schools/churches and 300' buffer
Exhibit 3: Old Town Vicinity Map with proposed site
Exhibit 4: Maps 1-3

Contact Name and Number:

Chris Jacques, Planning & Community Development Director (x7609)
Scott Whyte, Economic Development Services Director (x7738)

City Manager's Office Use:

Date of receipt:
Policy issue: Yes ___ No ___ If denied, explain _____

_____

Subcommittee assignment:
Transferred to Subcommittee Staff Liaison on:
Subcommittee agenda date:
Subcommittee Action:

No further action
Study session referral
Regular agenda referral
City Manager referral

Tracking # _____

4-207. Restrictions on licensing premises near school or church buildings; definitions

A. A retailer's license shall not be issued for any premises which are, at the time the license application is received by the director, within three hundred horizontal feet of a **church**, within three hundred horizontal feet of a **public or private school building with kindergarten programs or any of grades one through twelve** or within three hundred horizontal feet of a **fenced recreational area adjacent to such school building**. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02.
2. Special event license issued pursuant to section 4-203.02.
3. Hotel-motel issued a license pursuant to section 4-205.01.
4. Government license issued pursuant to section 4-205.03.
5. Fenced playing area of a golf course issued a license pursuant to this article.

C. Notwithstanding subsection A of this section:

1. A spirituous liquor license which is validly issued and which is, on the date an application for a transfer is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building may be transferred person to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

2. A person may be issued a spirituous liquor license pursuant to sections 4-201, 4-202 and 4-203 of the same class for premises which have a nontransferable spirituous liquor license validly issued if the premises are, on the date an application for such license is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

3. A person may be issued a liquor store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises which have a beer and wine store license validly issued if the premises, on the date an application for such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

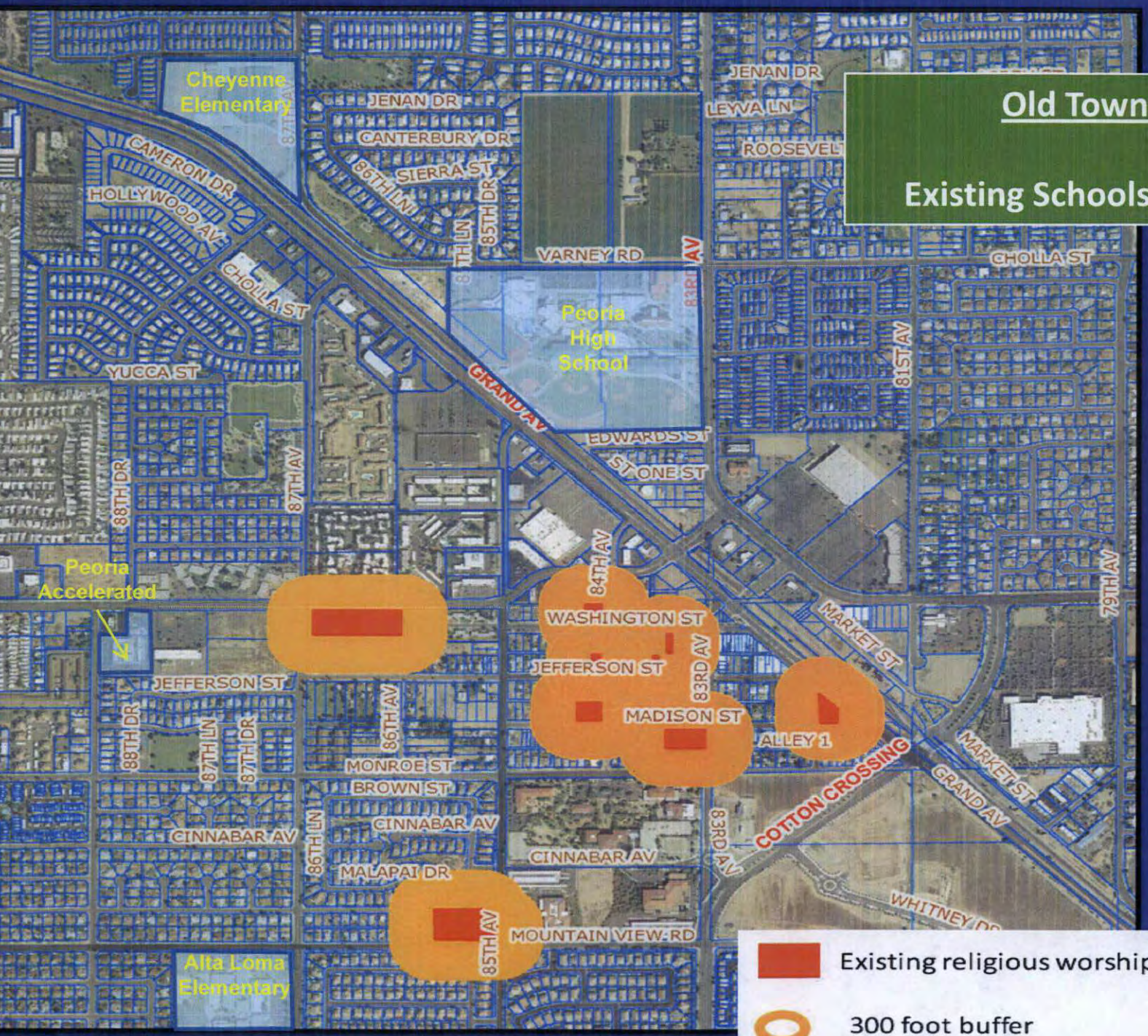
4. The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or charter school that is located in an **area that is designated an entertainment district by the governing body of that city or town**. A city or town with a population of at least five hundred thousand persons may designate no more than three entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of at least two hundred thousand persons but less than five hundred thousand persons may designate no more than two entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of less than two hundred thousand persons may designate no more than one entertainment district within the boundaries of the city or town pursuant to this paragraph.

5. A person may be issued a beer and wine store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises that have a liquor store license validly issued if the premises, on the date of an application for which such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreation area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

D. For the purposes of this section:

1. "Church" means a building which is erected or converted for use as a church, where services are regularly convened, which is used primarily for religious worship and schooling and which a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

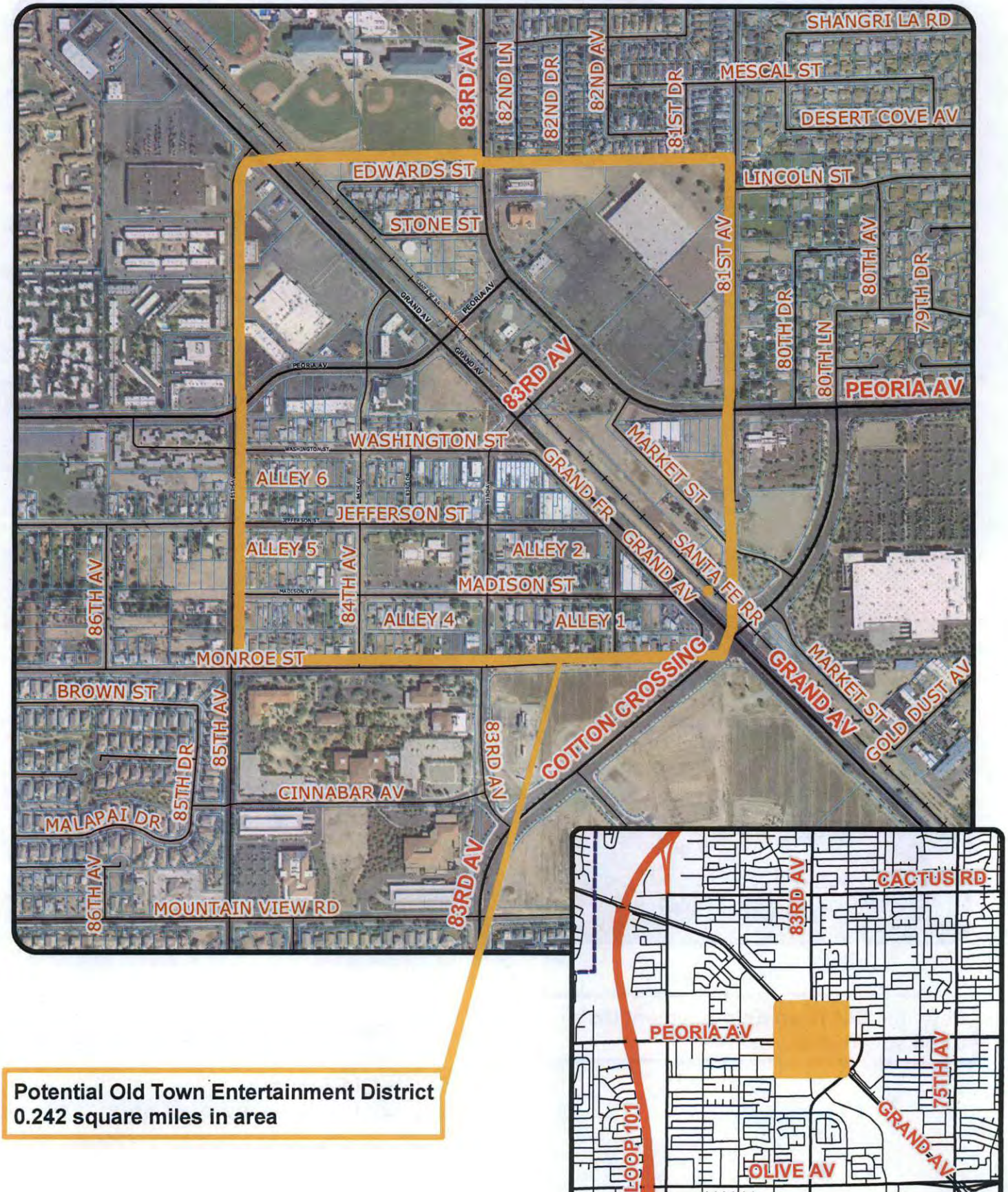
2. "Entertainment district" means a specific contiguous area that is designated an entertainment district by a resolution adopted by the governing body of a city or town, that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities.


Old Town Area
Existing Schools / Churches
Cheyenne Elementary
Peoria High School
Peoria Accelerated
Alta Loma Elementary
JENAN DR
CANTERBURY DR
SIERRA ST
86TH LN
85TH DR
VARNEY RD
LEYVA LN
ROOSEVELT
CHOLLA ST
CAMERON DR
HOLLYWOOD AV
YUCCA ST
GRAND AV
EDWARDS ST
STONE ST
81ST AV
88TH DR
87TH AV
84TH AV
83RD AV
79TH AV
WASHINGTON ST
JEFFERSON ST
MADISON ST
ALLEY 1
MARKET ST
COTTON CROSSING
87TH LN
MONROE ST
BROWN ST
CINNABAR AV
MALAPAI DR
MOUNTAIN VIEW RD
WHITNEY DR
Existing religious worship facility
300 foot buffer

Prospective Microbrewery
Peoria Fire House
Peoria Fire House
300 ft buffer
STONE ST
83RD AV
83RD AV
BECKER LN
PEORIA AV
WASHINGTON ST
83RD DR
GRAND FR
MARKET ST
81ST AV
JEFFERSON ST
84TH AV
GRAND AV
MADISON
COTTON CROSSING
MARKET ST
GRAND AV
GOLD DUS
87TH AV
CHERRY LN
86TH AV
MONROE ST
BROWN ST
85TH AV
CINNABAR AV
CINNABAR AV
85TH DR
86TH LN
MALAPAI DR
IRONWOOD DR
86TH AV
MOUNTAIN VIEW RD
83RD AV
WHITNEY DR

Potential ARS Entertainment District

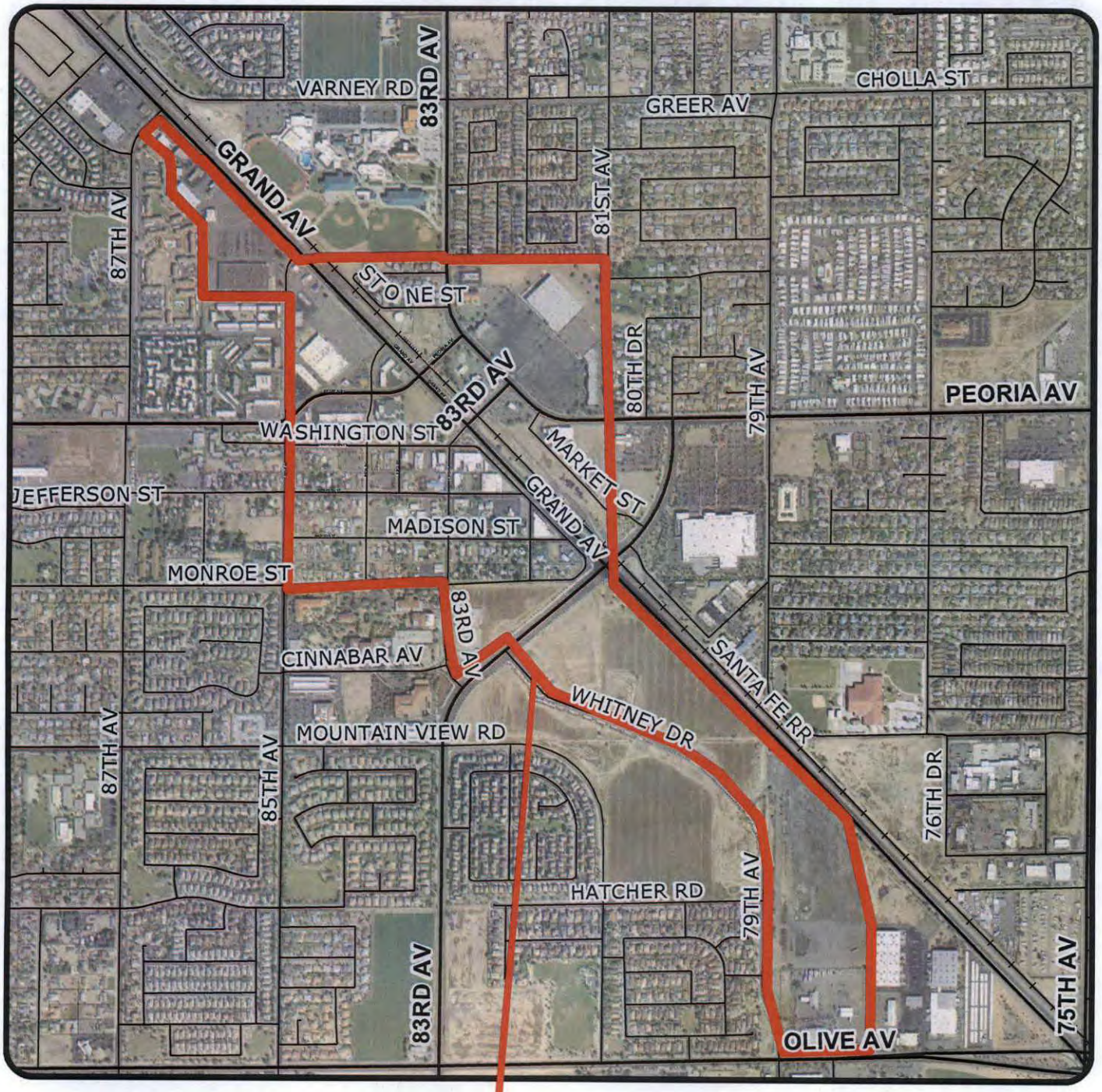
Example 1



Potential Old Town Entertainment District
0.242 square miles in area

Potential ARS Entertainment District

Example 3



Potential Old Town Entertainment District
0.411 square miles in area

Includes:
~"Old Town"
~Old Smitty's
~Old Walmart/Zocalo Mall
~Old Kmart/Goodwill property
~Eastern portion of Peoria Place

CITY COUNCIL SUBCOMMITTEE ON
SUSTAINABLE DEVELOPMENT
CITY OF PEORIA, ARIZONA
Pine Conference Room
December 7, 2011

A meeting of the City **Council Subcommittee on Sustainable Development** for the City of Peoria, Arizona was convened by Chairperson Carlat in open and public session at 8401 West Monroe, Peoria, Arizona, on December 07, 2011 at 5:00 p.m.

Members Present: Chairperson Cathy Carlat, Councilmember Dave Pearson, and Councilmember Tony Rivero.

Members Absent: None.

Staff Present: Carl Swenson, City Manager; Susan J. Daluddung, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Chris Jacques, Planning & Development Director; Carin Imig, Neighborhood and Revitalization Administrator; Tami Overton, Executive Assistant; and Briana Decker, Council Assistant.

Audience: No members of the public were present.

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

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

CONSENT – New Business:

1C MINUTES:

Motion was made by Councilmember Pearson, seconded by Councilmember Rivero, to approve the Subcommittee minutes from the November 9, 2011 meeting. Upon vote, the motion carried unanimously 3 to 0.

REGULAR AGENDA

NEW BUSINESS:

2R Old Town Entertainment District Designation

Discussion ensued regarding the proposed designation of an undefined area around Old Town as an Entertainment District pursuant to Arizona Revised Statutes. The item will return to the Council Subcommittee on Sustainable Development on January 4, 2012 after completion of a press release.

3R Council Not-for-Profit and Housing Subcommittee

Discussion ensued regarding the current structure and duties of the Council Not-for-Profit and Housing Subcommittee. The consensus of the Council Subcommittee on Sustainable Development was to continue with the current structure for program items in process. Additionally, the consensus of the Council Subcommittee on Sustainable Development was for staff to bring the item back to the Subcommittee at a later time upon completion of research and analysis of distinct models including program improvement recommendations.

4R Future Agenda Items

Discussion of future meeting dates and agenda items for City Council Subcommittee on Sustainable Development.

- Old Town Entertainment District Designation

Reports from Staff Report:

None

Reports from Council Subcommittee:

None

ADJOURNMENT:

There being no further business to come before the City Council Subcommittee, the meeting was duly adjourned at 6:01 p.m.

Cathy Carlat, Chairperson

Briana Decker, Council Assistant

CITY COUNCIL SUBCOMMITTEE ON SUSTAINABLE DEVELOPMENT SPECIAL MEETING NOTICE & AGENDA

Wednesday, December 7, 2011
5:00 P.M.
Pine Conference Room

MUNICIPAL OFFICE COMPLEX
8401 W. MONROE STREET
PEORIA, AZ 85345

CITY COUNCIL SUBCOMMITTEE ON SUSTAINABLE DEVELOPMENT:

Chairperson
Cathy Carlat, Vice Mayor
Mesquite District

Members
Dave Pearson, Councilmember
Palo Verde District

Tony Rivero, Councilmember
Acacia District

Staff Liaison
Susan Daluddung
Deputy City Manager

Liaison City Attorney's Office
Steve Burg

Accommodations for Individuals with Disabilities. *Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Dis Office of the City Clerk, 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 (623)773-7340, TDD (623)773-7221, or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

CONVENE:
ROLL CALL:

FINAL CALL TO SUBMIT SPEAKER REQUEST FORMS:

CONSENT AGENDA

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

CONSENT – New Business:

1C Minutes:

Discussion and possible action to approve the minutes of November 9, 2011.

REGULAR AGENDA

NEW BUSINESS:

2R Old Town Entertainment District Designation

Discussion of the Old Town Revitalization Plan and Economic Development Implementation Strategy.

3R **Council Not for Profit and Housing Subcommittee**

Discussion of the Council Not for Profit and Housing code.

4R **Future Agenda Topics and Next Meeting Date**

Discussion of future meeting dates and agenda items (if any) for City Council Subcommittee on Sustainable Development.

NOTE: ***Per Council Policy 1-10, no policy item will come forward unless submitted on the Subcommittee Agenda Item Request Form.***

CALL TO THE PUBLIC: (Non-Agenda Items)

Your comments pertaining to the City Council Subcommittee on Sustainable Development business are welcome. However, if you wish to address the, City Council Subcommittee on Sustainable Development please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. City Council Subcommittees are not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from Staff:

ADJOURNMENT

NOTES:

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

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

CITY COUNCIL SUBCOMMITTEE ON
SUSTAINABLE DEVELOPMENT
CITY OF PEORIA, ARIZONA
Pine Conference Room
November 9, 2011

A meeting of the City **Council Subcommittee on Sustainable Development** for the City of Peoria, Arizona was convened by Chairperson Carlat in open and public session at 8401 West Monroe, Peoria, Arizona, on November 9, 2011 at 5:00 p.m.

Members Present: Chairperson Cathy Carlat, Councilmember Dave Pearson, and Councilmember Tony Rivero.

Members Absent: None.

Staff Present: Carl Swenson, City Manager; Susan J. Daluddung, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Scott Whyte, Economic Development Director; Chris Jacques, Planning & Development Director; Tami Overton, Executive Assistant; and Briana Decker, Council Assistant.

Audience: Approximately four members of the public were present.

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

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

CONSENT – New Business:

1C. MINUTES:

Motion was made by Councilmember Rivero, seconded by Councilmember Pearson, to approve the Subcommittee minutes from the November 2, 2011 meeting. Upon vote, the motion carried unanimously 3 to 0.

REGULAR AGENDA

NEW BUSINESS:

2R Digital Billboards – Civic Engagement

Discussion ensued regarding the digital billboard civic engagement process and the proposed program for engaging citizens and stakeholders in regards to the allowance of digital bill board placements. Consensus of the Council Subcommittee on Sustainable Development recommends this item be taken to full Council Study Session.

Kathy Montoya Moore addressed the City Council Subcommittee regarding the placement of the billboards in the Acacia district, near Peoria Café and Brother's Café.

Consensus of the Council Subcommittee on Sustainable Development was to recommend that civic engagement move forward to a City Council Study Session.

3R Future Agenda Items

Discussion of future meeting dates and agenda items (if any) for City Council Subcommittee on Sustainable Development.

Reports from Staff Report:

None

Reports from Council Subcommittee:

None

ADJOURNMENT:

There being no further business to come before the City Council Subcommittee, the meeting was duly adjourned at 5:25 p.m.

Cathy Carlat, Chairperson

Briana Decker, Council Assistant

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

DATE: November 7, 2011

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director SEW
Chris Jacques, Planning & Community Development Director CJ

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Old Town Entertainment District Designation

Background:

Policy Issues

On April 26, 2010, the State Legislature approved HB 2596 which amended the Free Exercise of Religion statutes with regards to land use. This bill paved the way for Cities – on a case-by-case basis – to approve an exemption from the restriction that does not allow certain types of liquor licenses within 300 feet of a church or charter school, but only if they are located in a designated 'Entertainment District.' The ED designation has a narrow application limited to consideration of certain classes of liquor licenses affected by the church/charter school restriction. The Old Town area has seven (7) churches within a 4-block area thereby effectively rendering the Old Town core off-limits for certain classes of synergystic uses such as Microbreweries, Beer and Wine Bars, Taverns and others. The ED designation for a prescribed area of Old Town would therefore be a tool to legally consider certain types of affected liquor licenses on a case-by-case basis. The key policy considerations, include but are not limited to:

- Should the City pursue an Entertainment District designation for Old Town?
- If appropriate, what areas should be included in the district boundary?
- What criteria should the City consider when evaluating a request for an exemption? Staff recommends that the criteria include:

  (a) *Compliant Use:* Use is compliant with the underlying zoning and/or a Conditional Use Permit has been granted (if required); and

  (b) *Compatibility:* Operational and performance characteristics of the business, including but not limited to: hours of operation, noise, odor, traffic, parking, safety will not be detrimental to the health, safety or welfare of affected churches/charter schools or unreasonably interfere with the use and enjoyment of said properties.

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

Discussion

As part of implementing the Council adopted Old Town Peoria Revitalization Plan and Economic Development Implementation Strategy (EDIS), the Economic Development Services Department has been actively recruiting new business opportunities for Old Town. Recently, investor interest has been identified for the adaptive reuse of the former fire station building (Site) located at 8307 West Washington Street (APN 142-41-022). The investor interest (Jacob Waltz Brewery Company) is looking to establish a start-up microbrewery operation at the Site. The operation would be beer production, distribution, and public beer sampling.

However, under State Law, several types of establishments (including the proposed microbrewery) that require liquor licenses are not permitted to locate within 300 feet of existing schools and places of worship. The abundance of places of worship within the Old Town area would preclude this and other types of business opportunities.

Entertainment District allowance

A.R.S. 4-207 allows for exceptions to this provision for uses within designated "Entertainment Districts." The proposed Entertainment District designation will provide the ability for the City Council to consider exemptions for certain affected classes of liquor license holders (e.g. microbrew pubs, beer and wine bars, private clubs, etc.) to locate within 300 feet of existing charter schools and places of worship on a case-by-case basis. The change in State Law does *not* allow for an exemption from the 300' restriction to public and private schools – only churches and charter schools.

The number of designated ED's permitted under State Law is dependent on population. Peoria would be permitted one (1) designated ED until it reached a population of 200,000. Entertainment Districts can be up to 1 square mile in size and must be no less than 1/8 mile (660 feet) in width. The State Legislature broadly defines an Entertainment District an area that contains a "significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities."

Benefits

An Entertainment District provides more local control as to what types of liquor establishments can locate next to churches or charter schools. Although the State Department of Liquor Licenses and Control issues licenses, only the City has the ability to grant exemptions. Additionally, such allowances within Old Town would support the location of desirable and activating entertainment uses in this area -- a goal supported by the approved Old Town Peoria Revitalization Plan (2009). The designation of an Entertainment District for this purpose will provide the City flexibility in locating such uses and enable efforts to foster a vibrant, dynamic environment.

Moreover, as the business is actively looking for properties in which to start this business, time is of the essence as the business owners want to be operational by February 2012.

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

The business is looking to ultimately own the property, but start with a lease-to-own structure.

Preliminary Civic Engagement Program

The designation concept is fluid and subject to Council policy review and further vetting internally through the CAO, Finance, Planning & Community Development and Economic Development Services Departments. Should the Council direct Staff to move forward in pursuit of this designation, Staff projects the following process:

- Sustainable Development Subcommittee (TBD)
- City Council Study Session (TBD)
- City Council Resolution (TBD)

Previous Actions:

This item was considered by the Economic Development Advisory Board (EDAB) at its November 10, 2011 meeting.

Options:

A: Recommend that this item be considered by the full City Council at its next available Study Session; or

B: Continue the item to another Sustainable Development Subcommittee meeting to consider additional information as directed.

Staff's Recommendation:

Due to the time sensitive nature of this opportunity, recommend that the full City Council consider this item at the next available Study Session.

Fiscal Analysis:

There are no fiscal impacts to implementing the Entertainment District designation for Old Town.

Exhibit(s):

Exhibit 1: A.R.S. 4-207
Exhibit 2: Inventory of Old Town schools/churches and 300' buffer
Exhibit 3; Old Town Vicinity Map with proposed site

STAFF - COUNCIL SUBCOMMITTEE COMMUNICATION

Contact Name and Number:
Scott Whyte, Economic Development Services Director (x7738)
Chris Jacques, Planning & Community Development Director (x7609)

City Manager's Office Use:

Date of receipt:
Policy issue: Yes ___ No ___ If denied, explain _____

_____

Subcommittee assignment:
Transferred to Subcommittee Staff Liaison on:
Subcommittee agenda date:
Subcommittee Action:

No further action
Study session referral
Regular agenda referral
City Manager referral

Senate Engrossed House Bill

State of Arizona
House of Representatives
Forty-ninth Legislature
Second Regular Session
2010

HOUSE BILL 2596

AN ACT

AMENDING SECTIONS 4-207 AND 41-1493, ARIZONA REVISED STATUTES; AMENDING TITLE 41, CHAPTER 9, ARTICLE 9, ARIZONA REVISED STATUTES, BY ADDING SECTION 41-1493.03; RELATING TO THE FREE EXERCISE OF RELIGION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 4-207, Arizona Revised Statutes, is amended to read:

4-207. Restrictions on licensing premises near school or church buildings; definitions

A. A retailer's license shall not be issued for any premises which are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02.

2. Special event license issued pursuant to section 4-203.02.

3. Hotel-motel issued a license pursuant to section 4-205.01.

4. Government license issued pursuant to section 4-205.03.

5. Fenced playing area of a golf course issued a license pursuant to this article.

C. Notwithstanding subsection A of this section:

1. A spirituous liquor license which is validly issued and which is, on the date an application for a transfer is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building may be transferred person to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

2. A person may be issued a spirituous liquor license pursuant to sections 4-201, 4-202 and 4-203 of the same class for premises which have a nontransferable spirituous liquor license validly issued if the premises are, on the date an application for such license is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

3. A person may be issued a liquor store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises which have a beer and wine store license validly issued if the premises, on the date an application for such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

4. THE GOVERNING BODY OF A CITY OR TOWN, ON A CASE-BY-CASE BASIS, MAY APPROVE AN EXEMPTION FROM THE DISTANCE RESTRICTIONS PRESCRIBED IN THIS SECTION FOR A CHURCH OR CHARTER SCHOOL THAT IS LOCATED IN AN AREA THAT IS DESIGNATED AN ENTERTAINMENT DISTRICT BY THE GOVERNING BODY OF THAT CITY OR TOWN. A CITY OR TOWN WITH A POPULATION OF AT LEAST FIVE HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN THREE ENTERTAINMENT DISTRICTS WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH. A CITY OR TOWN WITH A POPULATION OF AT LEAST TWO HUNDRED THOUSAND PERSONS BUT LESS THAN FIVE HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN TWO ENTERTAINMENT DISTRICTS WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH. A CITY OR TOWN WITH A POPULATION OF LESS THAN TWO HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN ONE ENTERTAINMENT DISTRICT WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH.

D. For the purposes of this section:

1. "Church" means a building which is erected or converted for use as a church, where services are regularly convened, which is used primarily for religious worship and schooling and which a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

2. "ENTERTAINMENT DISTRICT" MEANS A SPECIFIC CONTIGUOUS AREA THAT IS DESIGNATED AN ENTERTAINMENT DISTRICT BY A RESOLUTION ADOPTED BY THE GOVERNING BODY OF A CITY OR TOWN, THAT CONSISTS OF NO MORE THAN ONE SQUARE MILE, THAT IS NO LESS THAN ONE-EIGHTH OF A MILE IN WIDTH AND THAT CONTAINS A SIGNIFICANT NUMBER OF ENTERTAINMENT, ARTISTIC AND CULTURAL VENUES, INCLUDING MUSIC HALLS, CONCERT FACILITIES, THEATERS, ARENAS, STADIUMS, MUSEUMS, STUDIOS, GALLERIES, RESTAURANTS, BARS AND OTHER RELATED FACILITIES.

Sec. 2. Section 41-1493, Arizona Revised Statutes, is amended to read:

41-1493. Definitions

In this article, unless the context otherwise requires:

1. "Demonstrates" means meets the burdens of going forward with the evidence and of persuasion.

2. "Exercise of religion" means the ability to act or refusal to act in a manner substantially motivated by a religious belief, whether or not the exercise is compulsory or central to a larger system of religious belief.

3. "Government" includes this state and any agency or political subdivision of this state.

4. "NONRELIGIOUS ASSEMBLY OR INSTITUTION" INCLUDES ALL MEMBERSHIP ORGANIZATIONS, THEATERS, CULTURAL CENTERS, DANCE HALLS, FRATERNAL ORDERS, AMPHITHEATERS AND PLACES OF PUBLIC ASSEMBLY REGARDLESS OF SIZE THAT A GOVERNMENT OR POLITICAL SUBDIVISION ALLOWS TO MEET IN A ZONING DISTRICT BY CODE OR ORDINANCE OR BY PRACTICE.

5. "PERSON" INCLUDES A RELIGIOUS ASSEMBLY OR INSTITUTION.

~~4.~~ 6. "Political subdivision" includes any county, city, including a charter city, town, school district, municipal corporation or special district, any board, commission or agency of a county, city, including a charter city, town, school district, municipal corporation or special district or any other local public agency.

7. "RELIGION-NEUTRAL ZONING STANDARDS":

(a) MEANS NUMERICALLY DEFINABLE STANDARDS SUCH AS MAXIMUM OCCUPANCY CODES, HEIGHT RESTRICTIONS, SETBACKS, FIRE CODES, PARKING SPACE REQUIREMENTS, SEWER CAPACITY LIMITATIONS AND TRAFFIC CONGESTION LIMITATIONS.

(b) DOES NOT INCLUDE:

(i) SYNERGY WITH USES THAT A GOVERNMENT HOLDS AS MORE DESIRABLE.

(ii) THE ABILITY TO RAISE TAX REVENUES.

8. "SUITABLE ALTERNATE PROPERTY" MEANS A FINANCIALLY FEASIBLE PROPERTY CONSIDERING THE PERSON'S REVENUE SOURCES AND OTHER FINANCIAL OBLIGATIONS WITH RESPECT TO THE PERSON'S EXERCISE OF RELIGION AND WITH RELATION TO SPENDING THAT IS IN THE SAME ZONING DISTRICT OR IN A CONTIGUOUS AREA THAT THE PERSON FINDS ACCEPTABLE FOR CONDUCTING THE PERSON'S RELIGIOUS MISSION AND THAT IS LARGE ENOUGH TO FULLY ACCOMMODATE THE CURRENT AND PROJECTED SEATING CAPACITY REQUIREMENTS OF THE PERSON IN A MANNER THAT THE PERSON DEEMS SUITABLE FOR THE PERSON'S RELIGIOUS MISSION.

9. "UNREASONABLE BURDEN" MEANS THAT A PERSON IS PREVENTED FROM USING THE PERSON'S PROPERTY IN A MANNER THAT THE PERSON FINDS SATISFACTORY TO FULFILL THE PERSON'S RELIGIOUS MISSION.

Sec. 3. Title 41, chapter 9, article 9, Arizona Revised Statutes, is amended by adding section 41-1493.03, to read:

41-1493.03. Free exercise of religion; land use regulation

A. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT IMPOSES AN UNREASONABLE BURDEN ON A PERSON'S EXERCISE OF RELIGION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST, UNLESS THE GOVERNMENT DEMONSTRATES ONE OF THE FOLLOWING:

1. THAT THE PERSON'S EXERCISE OF RELIGION AT A PARTICULAR LOCATION VIOLATES RELIGION-NEUTRAL ZONING STANDARDS ENACTED INTO THE GOVERNMENT'S LAWS AT THE TIME OF THE PERSON'S APPLICATION FOR A PERMIT.

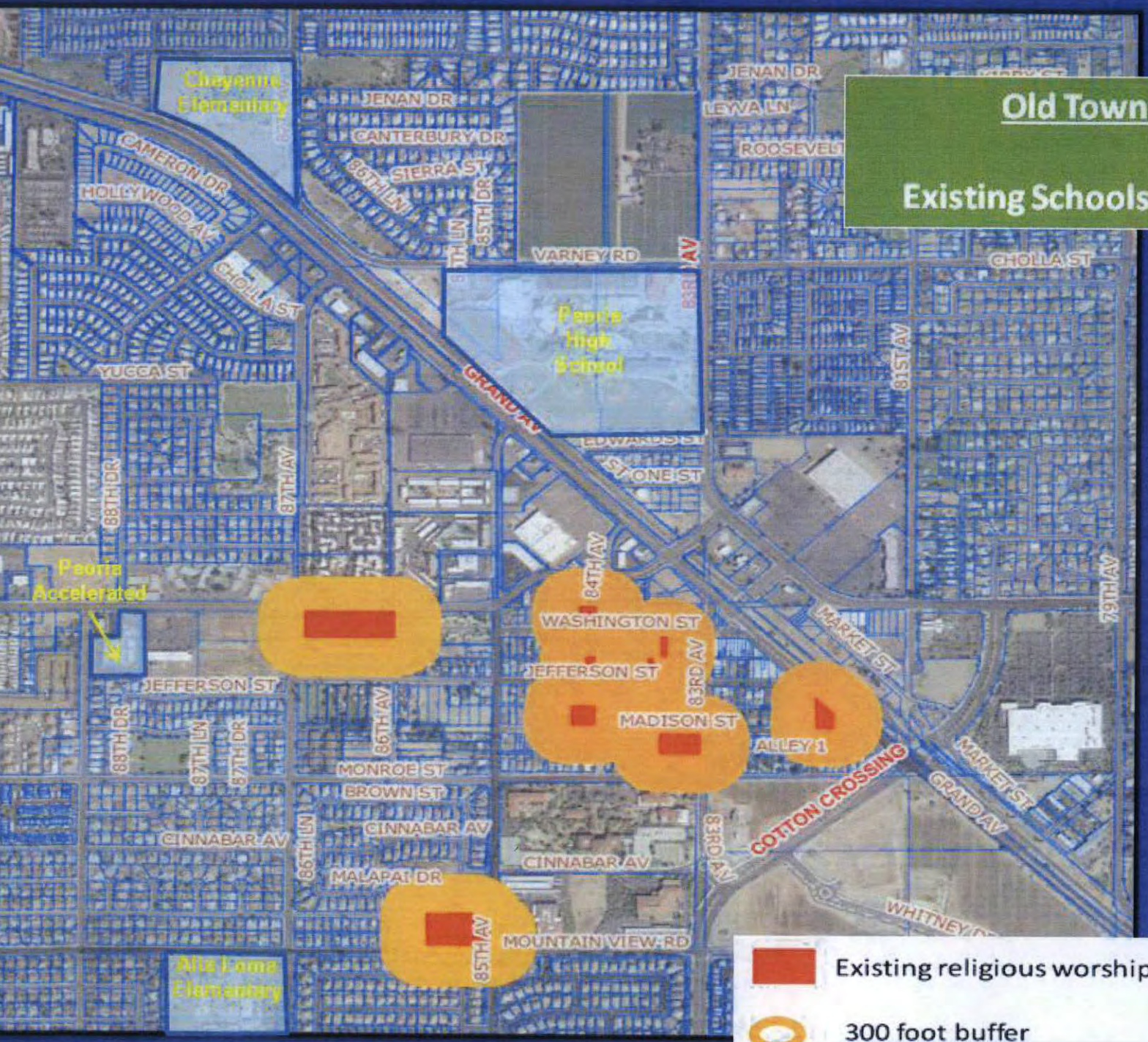
2. THAT THE PERSON'S EXERCISE OF RELIGION AT A PARTICULAR LOCATION WOULD BE HAZARDOUS DUE TO TOXIC USES IN ADJACENT PROPERTIES.

3. THE EXISTENCE OF A SUITABLE ALTERNATE PROPERTY THE PERSON COULD USE FOR THE EXERCISE OF RELIGION.

B. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT TREATS A RELIGIOUS ASSEMBLY OR INSTITUTION ON LESS THAN EQUAL TERMS WITH A NONRELIGIOUS ASSEMBLY OR INSTITUTION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.

C. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT DISCRIMINATES AGAINST AN ASSEMBLY OR INSTITUTION ON THE BASIS OF RELIGION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.

D. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT COMPLETELY EXCLUDES A RELIGIOUS ASSEMBLY OR INSTITUTION FROM A JURISDICTION OR UNREASONABLY LIMITS RELIGIOUS ASSEMBLIES, INSTITUTIONS OR STRUCTURES WITHIN A JURISDICTION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.


Old Town Area
Existing Schools / Churches
Cheyenne Elementary
JENAN DR
CANTERBURY DR
SIERRA ST
CAMERON DR
HOLLYWOOD AV
CHOLLA ST
YUCCA ST
VARNEY RD
Peoria High School
GRAND AV
LEYVA LN
ROOSEVELT
81ST AV
EDWARDS ST
ONE ST
88TH DR
87TH AV
Peoria Accelerated
84TH AV
WASHINGTON ST
JEFFERSON ST
83RD AV
MADISON ST
ALLEY 1
MARKET ST
79TH AV
COTTON CROSSING
MONROE ST
BROWN ST
CINNABAR AV
MALAPAI DR
MOUNTAIN VIEW RD
WHITNEY
85TH AV
Alta Loma Elementary
Existing religious worship facility
300 foot buffer

Prospective Microbrewery
Peoria Fire House
Peoria Fire House
300 ft buffer
STONE ST
83RD AV
SAHUARO DR
BECKER LN
87TH AV
CHERRY LN
WASHINGTON
83RD DR
GRAND FR
MARKET ST
81ST AV
PEORIA AV
JEFFERSON ST
84TH AV
MADISON ST
86TH AV
82ND DR
GRAND AV
MONROE ST
BROWN ST
85TH AV
COTTON CROSSING
CINNABAR AV
MALAPAI DR
IRONWOOD DR
MOUNTAIN VIEW RD
WHITNEY DR

Senate Engrossed House Bill

State of Arizona
House of Representatives
Forty-ninth Legislature
Second Regular Session
2010

HOUSE BILL 2596

AN ACT

AMENDING SECTIONS 4-207 AND 41-1493, ARIZONA REVISED STATUTES; AMENDING TITLE 41, CHAPTER 9, ARTICLE 9, ARIZONA REVISED STATUTES, BY ADDING SECTION 41-1493.03; RELATING TO THE FREE EXERCISE OF RELIGION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 4-207, Arizona Revised Statutes, is amended to read:

4-207. Restrictions on licensing premises near school or church buildings; definitions

A. A retailer's license shall not be issued for any premises which are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02.

2. Special event license issued pursuant to section 4-203.02.

3. Hotel-motel issued a license pursuant to section 4-205.01.

4. Government license issued pursuant to section 4-205.03.

5. Fenced playing area of a golf course issued a license pursuant to this article.

C. Notwithstanding subsection A of this section:

1. A spirituous liquor license which is validly issued and which is, on the date an application for a transfer is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building may be transferred person to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

2. A person may be issued a spirituous liquor license pursuant to sections 4-201, 4-202 and 4-203 of the same class for premises which have a nontransferable spirituous liquor license validly issued if the premises are, on the date an application for such license is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

3. A person may be issued a liquor store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises which have a beer and wine store license validly issued if the premises, on the date an application for such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

4. THE GOVERNING BODY OF A CITY OR TOWN, ON A CASE-BY-CASE BASIS, MAY APPROVE AN EXEMPTION FROM THE DISTANCE RESTRICTIONS PRESCRIBED IN THIS SECTION FOR A CHURCH OR CHARTER SCHOOL THAT IS LOCATED IN AN AREA THAT IS DESIGNATED AN ENTERTAINMENT DISTRICT BY THE GOVERNING BODY OF THAT CITY OR TOWN. A CITY OR TOWN WITH A POPULATION OF AT LEAST FIVE HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN THREE ENTERTAINMENT DISTRICTS WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH. A CITY OR TOWN WITH A POPULATION OF AT LEAST TWO HUNDRED THOUSAND PERSONS BUT LESS THAN FIVE HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN TWO ENTERTAINMENT DISTRICTS WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH. A CITY OR TOWN WITH A POPULATION OF LESS THAN TWO HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN ONE ENTERTAINMENT DISTRICT WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH.

D. For the purposes of this section:

1. "Church" means a building which is erected or converted for use as a church, where services are regularly convened, which is used primarily for religious worship and schooling and which a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

2. "ENTERTAINMENT DISTRICT" MEANS A SPECIFIC CONTIGUOUS AREA THAT IS DESIGNATED AN ENTERTAINMENT DISTRICT BY A RESOLUTION ADOPTED BY THE GOVERNING BODY OF A CITY OR TOWN, THAT CONSISTS OF NO MORE THAN ONE SQUARE MILE, THAT IS NO LESS THAN ONE-EIGHTH OF A MILE IN WIDTH AND THAT CONTAINS A SIGNIFICANT NUMBER OF ENTERTAINMENT, ARTISTIC AND CULTURAL VENUES, INCLUDING MUSIC HALLS, CONCERT FACILITIES, THEATERS, ARENAS, STADIUMS, MUSEUMS, STUDIOS, GALLERIES, RESTAURANTS, BARS AND OTHER RELATED FACILITIES.

Sec. 2. Section 41-1493, Arizona Revised Statutes, is amended to read:

41-1493. Definitions

In this article, unless the context otherwise requires:

1. "Demonstrates" means meets the burdens of going forward with the evidence and of persuasion.

2. "Exercise of religion" means the ability to act or refusal to act in a manner substantially motivated by a religious belief, whether or not the exercise is compulsory or central to a larger system of religious belief.

3. "Government" includes this state and any agency or political subdivision of this state.

4. "NONRELIGIOUS ASSEMBLY OR INSTITUTION" INCLUDES ALL MEMBERSHIP ORGANIZATIONS, THEATERS, CULTURAL CENTERS, DANCE HALLS, FRATERNAL ORDERS, AMPHITHEATERS AND PLACES OF PUBLIC ASSEMBLY REGARDLESS OF SIZE THAT A GOVERNMENT OR POLITICAL SUBDIVISION ALLOWS TO MEET IN A ZONING DISTRICT BY CODE OR ORDINANCE OR BY PRACTICE.

5. "PERSON" INCLUDES A RELIGIOUS ASSEMBLY OR INSTITUTION.

~~4.~~ 6. "Political subdivision" includes any county, city, including a charter city, town, school district, municipal corporation or special district, any board, commission or agency of a county, city, including a charter city, town, school district, municipal corporation or special district or any other local public agency.

7. "RELIGION-NEUTRAL ZONING STANDARDS":

(a) MEANS NUMERICALLY DEFINABLE STANDARDS SUCH AS MAXIMUM OCCUPANCY CODES, HEIGHT RESTRICTIONS, SETBACKS, FIRE CODES, PARKING SPACE REQUIREMENTS, SEWER CAPACITY LIMITATIONS AND TRAFFIC CONGESTION LIMITATIONS.

(b) DOES NOT INCLUDE:

(i) SYNERGY WITH USES THAT A GOVERNMENT HOLDS AS MORE DESIRABLE.

(ii) THE ABILITY TO RAISE TAX REVENUES.

8. "SUITABLE ALTERNATE PROPERTY" MEANS A FINANCIALLY FEASIBLE PROPERTY CONSIDERING THE PERSON'S REVENUE SOURCES AND OTHER FINANCIAL OBLIGATIONS WITH RESPECT TO THE PERSON'S EXERCISE OF RELIGION AND WITH RELATION TO SPENDING THAT IS IN THE SAME ZONING DISTRICT OR IN A CONTIGUOUS AREA THAT THE PERSON FINDS ACCEPTABLE FOR CONDUCTING THE PERSON'S RELIGIOUS MISSION AND THAT IS LARGE ENOUGH TO FULLY ACCOMMODATE THE CURRENT AND PROJECTED SEATING CAPACITY REQUIREMENTS OF THE PERSON IN A MANNER THAT THE PERSON DEEMS SUITABLE FOR THE PERSON'S RELIGIOUS MISSION.

9. "UNREASONABLE BURDEN" MEANS THAT A PERSON IS PREVENTED FROM USING THE PERSON'S PROPERTY IN A MANNER THAT THE PERSON FINDS SATISFACTORY TO FULFILL THE PERSON'S RELIGIOUS MISSION.

Sec. 3. Title 41, chapter 9, article 9, Arizona Revised Statutes, is amended by adding section 41-1493.03, to read:

41-1493.03. Free exercise of religion; land use regulation

A. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT IMPOSES AN UNREASONABLE BURDEN ON A PERSON'S EXERCISE OF RELIGION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST, UNLESS THE GOVERNMENT DEMONSTRATES ONE OF THE FOLLOWING:

1. THAT THE PERSON'S EXERCISE OF RELIGION AT A PARTICULAR LOCATION VIOLATES RELIGION-NEUTRAL ZONING STANDARDS ENACTED INTO THE GOVERNMENT'S LAWS AT THE TIME OF THE PERSON'S APPLICATION FOR A PERMIT.

2. THAT THE PERSON'S EXERCISE OF RELIGION AT A PARTICULAR LOCATION WOULD BE HAZARDOUS DUE TO TOXIC USES IN ADJACENT PROPERTIES.

3. THE EXISTENCE OF A SUITABLE ALTERNATE PROPERTY THE PERSON COULD USE FOR THE EXERCISE OF RELIGION.

B. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT TREATS A RELIGIOUS ASSEMBLY OR INSTITUTION ON LESS THAN EQUAL TERMS WITH A NONRELIGIOUS ASSEMBLY OR INSTITUTION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.

C. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT DISCRIMINATES AGAINST AN ASSEMBLY OR INSTITUTION ON THE BASIS OF RELIGION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.

D. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A MANNER THAT COMPLETELY EXCLUDES A RELIGIOUS ASSEMBLY OR INSTITUTION FROM A JURISDICTION OR UNREASONABLY LIMITS RELIGIOUS ASSEMBLIES, INSTITUTIONS OR STRUCTURES WITHIN A JURISDICTION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.

Public Information Office
For Release: ***Immediately***
Contact: ***Bo Larsen***
Public Information Manager
Tel: 623-773-7934 Fax: 623-773-7944
E-mail: Bo.Larsen@peoriaaz.gov

News Release

Peoria City Council subcommittee seeks resident input

PEORIA, Ariz. (*December 14, 2011*) – The Peoria City Council subcommittee on sustainable development is asking for community participation and feedback at its next meeting on January 4, 2012 at 5:00 p.m. in the Pine Room at Peoria City Hall. The topic being discussed concerns a city-initiated proposal to designate a specified area within Old Town as an 'Entertainment District (ED)' for the sole purpose of considering certain types of restricted liquor licenses.

The Arizona State Statutes currently prohibit businesses obtaining a retail liquor license if they are locating within 300 feet of a school or church. In April, 2010 the State Legislature approved legislation (HB 2596) enabling a municipality to form an ED which would allow a City to grant an exemption on a case-by-case basis for a restricted liquor license within 300 feet of a church or charter school. Under the Statute, the 300 foot restriction remains in place for public and private schools.

As a backdrop, the City has been working with a prospective microbrewery interested in the Old Town area. Peoria's Old Town has seven churches within a 4-block area thereby impairing the ability to attract certain types of businesses, such as microbreweries, beer and wine bars and taverns. The ED designation for a prescribed area of Old Town would be a tool to legally consider certain types of businesses on a case-by-case basis.

The subcommittee has asked for more citizen participation in its discussions to help determine if the city should pursue an Entertainment District designation for Old Town, or if appropriate, what areas should be included in the district boundary or, what criteria should the city consider when evaluating a request for an exemption.

ublic input sought on proposed ld Town 'entertainment district'

Peoria City Coun- committee on sus- le development is for community pation and feed- t its next meeting Jan. 4 in the Pine at Peoria City Hall. pic being discussed ns a city-initiated al to designate a ed area within Old as an "Entertain- District (ED)" for e purpose of con- g certain types of ed liquor licenses. Arizona State Stat- urrently prohibit sses obtaining a quor license if they ating within 300 school or church. l, 2010, the Arizo- islature approved tion (HB 2596) g a municipality to ED, which would city to grant an ion on a case-by- sis for a restricted icense within 300 church or charter Under the statute, foot restriction re- n place for public has been working with a prospective microbrewery interested in the Old Town area. Peoria's Old Town has seven churches within a four-block area, thereby impairing the ability to attract certain types of businesses, such as microbreweries, beer and wine bars and taverns. The ED designation for a prescribed area of Old Town would be a tool to legally consider certain types of businesses on a case-by-case basis.

The subcommittee has asked for more citizen participation in its discussions to help determine if the city should pursue an Entertainment District designation for Old Town, or if appropriate, what areas should be included in the district boundary or, what criteria should the city consider when evaluating a request for an exemption.

In recent years, the city has undertaken the task of rehabilitating the Old Town Peoria commercial district in a move to re- updates and new signage in shopping centers along Peoria Avenue between 83rd and 85th avenues are already in the works. More façade updates and renovations on store fronts are programmed for areas along Washington Street south of Grand Avenue.

The Old Town Peoria Revitalization Plan was adopted by city council Dec. 15, 2009.

One of the steps in the plan is to foster area identity by replacing and/or supplementing street signage in the area with new Old Town District signs.

A major reason for adopting the revitalization plan was to attract more private investment in the downtown area. Now that an investor is interested in pursuing a microbrewery business, the council subcommittee is asking for residents to come forth and voice their opinions and/or concerns about the project in the Old Town business district, and a possible entertainment district designation.

microbrewery was not disclosed in the call to the public.

To learn more about city of Peoria City Council Subcommittees schedules and topics, go to peoriaaz.gov/Mayor and City Council or call 623-773-7306.

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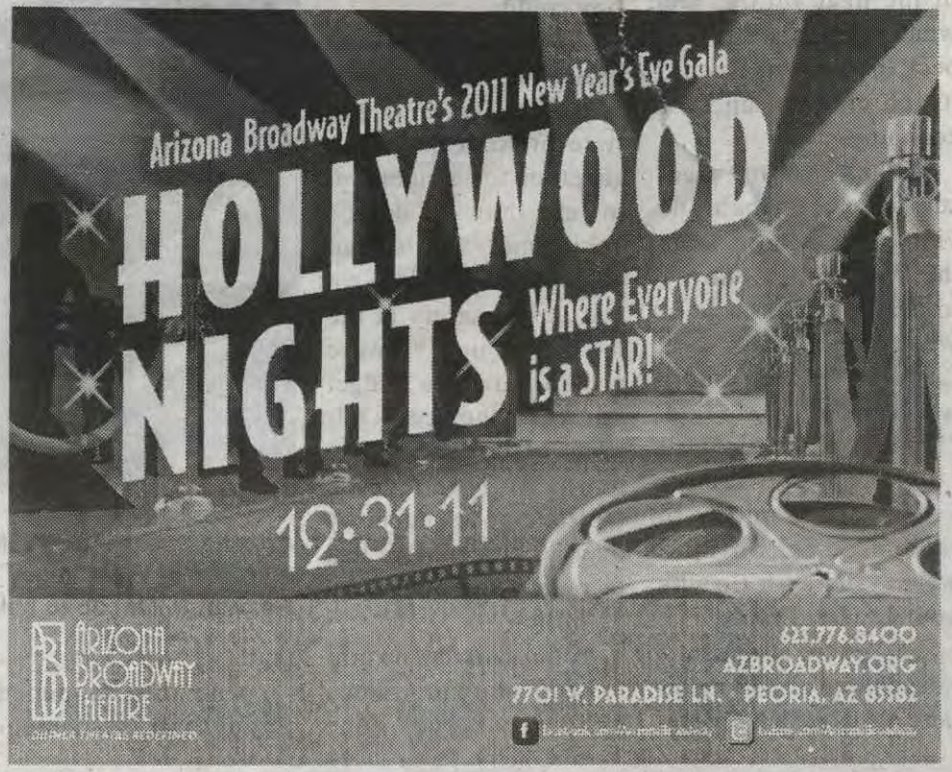


Peoria's Hometown Newspaper

E FORWARD
ADY FOR THE FUTURE
eforward.com

Peoria Times

50¢

58 - No.3

www.peoriatimes.com

January 20, 2012

ouncil OKs entertainment district

AROLYN DRYER
EDITOR

re was no outright
ion; but there were
e speakers who cau-
city council about
g too much leeway
icants who express
t in opening busi-
in Old Town Peoria
uld serve spirituous

pastor of Valley
unity Church, just
cks from a proposed
brewery, thanked
aff for listening to
ice concerns at the
able Development
mmittee meeting
while the president
oria Arizona His-
Society, Ron Taylor,
council to consider
ganization's family
d programs when
g liquor license ex-

Photos by Carolyn Dryer

Dan Dischner and Grant Merrill (above) are two of the three partners in a holding company, PD Grant, that has expressed interest in operating a microbrewery at the old fire station in downtown Peoria. The city's first fire station (left) could become a catalyst for revitalization in the downtown area.

in an effort to revitalize the area.

Council voted to approve city staff's recom-

Arizona House Bill 2596, approved April 26, 2010, that amended the Free Exercise of Religion statutes

tion from the restriction that does not allow certain types of liquor licenses within 300 feet of a church

from a public or private school remains in place.

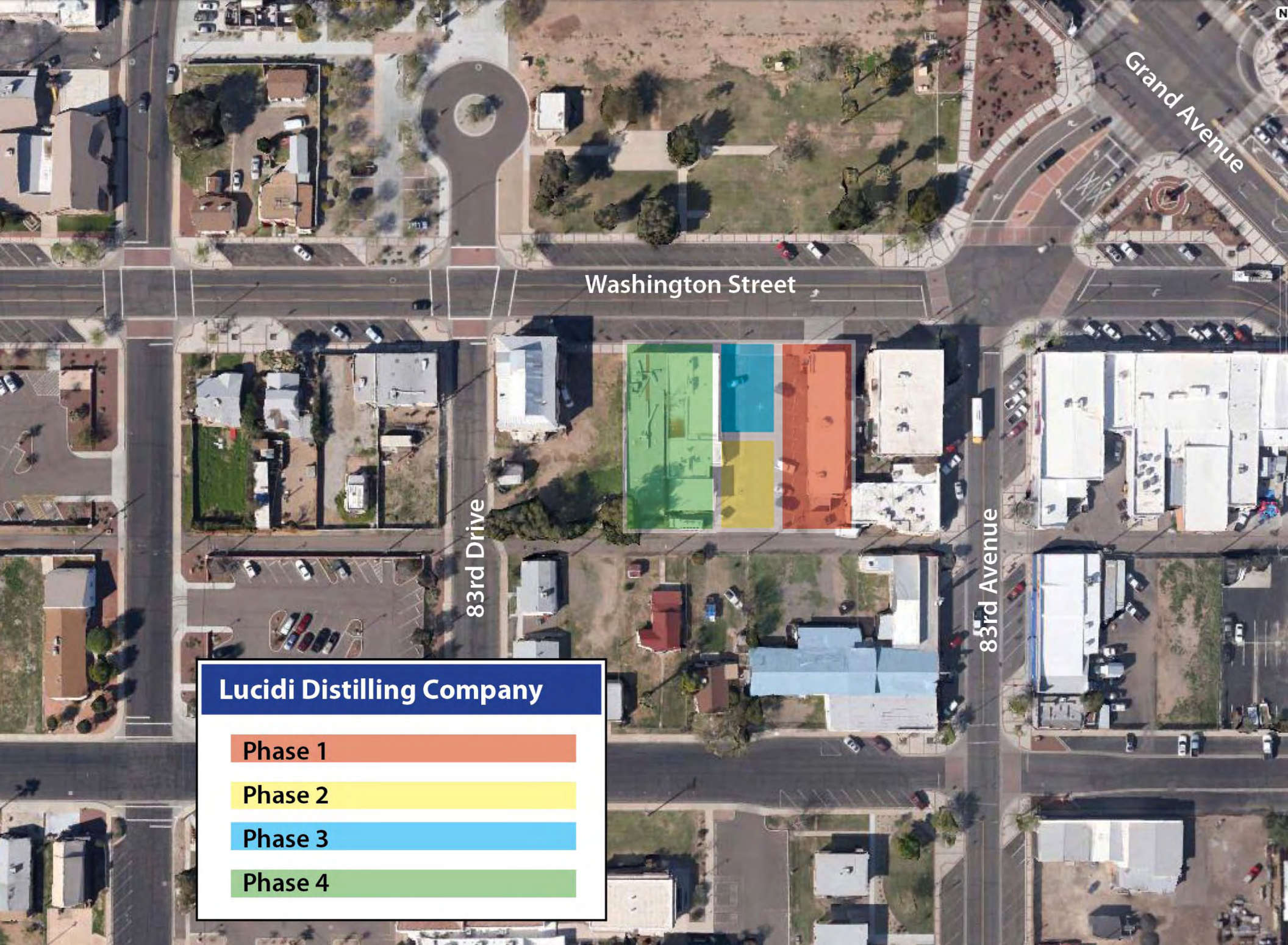
Two of the three investors interested in establish-

investor partners, Grant Merrill from San Antonio, spoke on behalf of the holding company, PD Grant.

Merrill said he and his partners have been looking at Peoria for more than a year in their search for an area conducive to raising a family.

"We want to be part of a community (in a) building with historical structure, that brings out local character," Merrill said. "The old firehouse fits our bill perfectly."

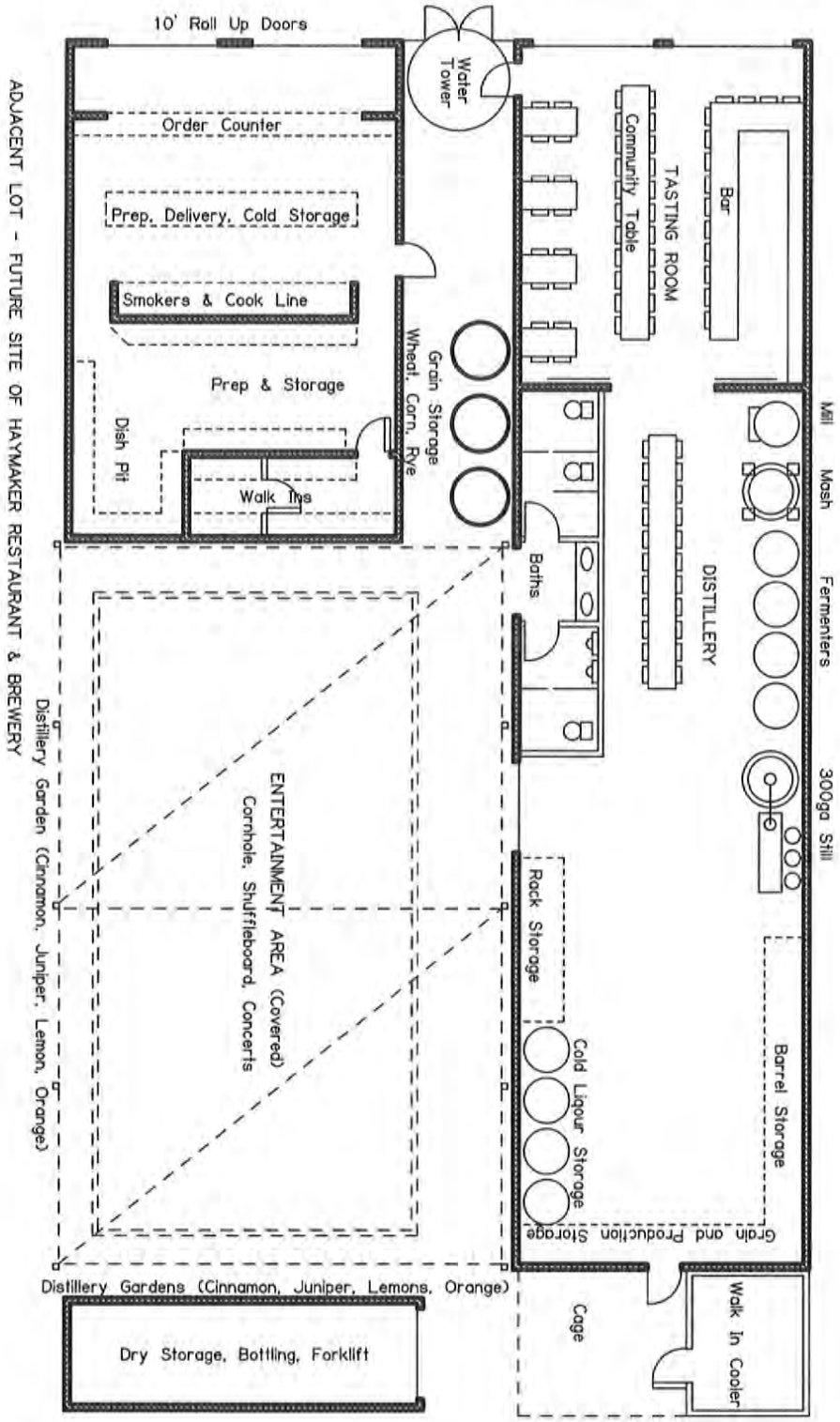
He mentioned the Brooklyn Brewery and another brewery in downtown Fort Collins that have been catalysts for revitalizing areas. Merrill said the microbrewery would not be a hangout for bikers, but a place where you could dress up nicely and enjoy your surroundings


Grand Avenue
Washington Street
83rd Drive
83rd Avenue
Lucidi Distilling Company
Phase 1
Phase 2
Phase 3
Phase 4

10/5/14

FIRE STATION NO.1

Lucidi Distilling Company - Peoria, AZ



City Council Calendar

Color Key:
City Council

< January	February 2015					March >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
1	2	**3** Special City Council Meeting & Study Session Regular City Council Meeting	4	5	6	7
8	9	10	11	12	13	14
15	**16** Presidents' Day Holiday - CIty Hall Closed	**17** Special City Council Meeting & Study Session Regular City Council Meeting	18	19	20	21
22	23	24	25	26	27	28

City Council Calendar

Color Key:
City Council

< February	March 2015					April >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
1	2	3 Special City Council Meeting & Study Session Regular City Council Meeting	4	5	6	7
8	9	10	11	12	13	14
15	16	17 Special City Council Meeting & Study Session Regular City Council Meeting	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: RCM 17A

Date Prepared: January 26, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: 2015 Arizona Chinese Lantern Festival

Summary:

The 2015 Arizona Chinese Lantern Festival, sponsored by the not-for-profit Universal Cultural Organization (UCO), will be held at Rio Vista Community Park from 5-10 p.m. on February 19-22 and February 26 – March 1. The festival will 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, and health and wellness expo.

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.

Tickets are $15 for Adults, $10 Seniors and Children $5, 5 years and under are free. More information can be found at AZLanternFestival.com

Exhibit(s): Flyer

Contact Name and Number: Kelli Kincaid, (623) 773-7178

2015 Arizona Chinese Lantern Festival

A night of festivities perfect for the whole family!

CULTURE·FOOD·FUN

Kids Zone · Entertainment · Thirsty Ram
Asian Market · Wishing Tree · Mahjong
Health & Wellness Pavilion
And Much More!

Thursday – Sunday
Feb. 19 – Feb. 22
Feb. 26 – Mar. 1
Open 5PM – 10PM

Rio Vista Community Park
8866-A W. Thunderbird Road
Peoria, AZ

Adult: $15 · Senior: $10
Kids: $5 · 5 & Under Free!

Special Family Package Pricing for Peoria Residents Only.
$30 (2 Adults – 2 Children)
* Valid ID Required at Gate

602.888.4461
AZLanternFestival.com

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 17B

Date Prepared: January 26, 2015 **Council Meeting Date: February 17, 2015**

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Neighborhood ParkFest! Series

Summary:

Community Services, Neighborhood Resources, and Public Safety are set to engage Peoria neighborhoods with free, fun, entertaining and informative activities. Peoria's ***ParkFest!*** events are continuing year two and are designed to connect with the community by introducing neighbors and providing information about city services through a unique and creative festival atmosphere.

***ParkFest!* @ Sunset Park,** 29698 N. Sunset Point, will be held on **Saturday, February 21, from 2-5pm.** This event will feature interactive inflatables and games, live music, face painting, a balloon twister and a bike rodeo sponsored by Peoria Police as well as an interactive obstacle course provided by Peoria Fire. Food and drinks will be provided while supplies last.

Two more ***ParkFest!*** events are being planned during the spring of 2015. Since the inception of the ParkFest! events in 2013, an impressive 3200 people have enjoyed these exciting activities and city-sponsored information right in their neighborhoods.

Exhibit(s): Flyer

Contact Name and Number: Matt Kalcevich (623)773-7133

CITY OF PEORIA
ParkFest!
Fun in the Park
Saturday
February 21, 2-5 p.m.
Sunset Park, 29898 N. Sunset Point, Peoria
Live Music, Kids Activities, Inflatables, Food and MORE!
NEW!
Bike Rodeo
For more information, 623.773.7137 or visit www.peoriaaz.gov/specialevents