

City Council Meeting Notice & Agenda



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

Special Meeting

5:00 P.M. Convene

Roll Call

Consent Agenda

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

Consent

1. **C - Canvass of March 10, 2015 Special General Election**

Discussion and possible action to adopt **RES. 2015-22** approving the official Canvass of Election for the March 10, 2015 City of Peoria Special General Election.

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

Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussion with legal counsel of the public body in order to consider its position and instruct its attorneys regarding: (a) the public body's position regarding contemplated litigation in the matter of City of Peoria v. Westover et al. pursuant to A.R.S. § 38-431.03.A.4; and (b) the public body's position regarding Westbrook Village Golf Club irrigation water service pursuant to A.R.S. § 38-431.03.A.3.

Adjournment

Mayor
Cathy Carlat

Willow
District
Jon Edwards,
Vice Mayor

Acacia
District
Vicki Hunt

Ironwood
District
Bill Patena

Mesquite
District
Pending
Canvass

Palo Verde
District
Michael Finn

Pine
District
Carlo Leone

Executive Session

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

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

Executive Session Agenda

3. An Executive Session for the purpose of discussion with legal counsel of the public body in order to consider its position and instruct its attorneys regarding: (a) the public body's position regarding contemplated litigation in the matter of City of Peoria v. Westover et al. pursuant to A.R.S. § 38-431.03.A.4; and (b) the public body's position regarding Westbrook Village Golf Club irrigation water service pursuant to A.R.S. § 38-431.03.A.3.

Adjournment

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

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

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

Arizona Open Meeting Act:

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

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

Any person who violates or who knowingly aids, agrees to aid, or attempts to aid another person in violating the Arizona Open Meetings Law may be punished by fine of up to \$500.00 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

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

Councilmember: Mesquite District

RECESS (approximately 15 minutes)

RECONVENE

ROLL CALL

Consent Agenda

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Consent

4. **C - Disposition of Absence**

Discussion and possible action to approve the absence of Council Youth Liaison Ian Mullane from the Study Session and Regular Meeting held on March 3, 2015.

5. **C - Minutes**

Discussion and possible action to approve the February 3, 2015 City Council Meeting Minutes.

6. **C - Code Amendment, Chapter 14, Language Modification Regarding Gasoline Service Station Signs**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2015-07** amending Chapter 14 of the Peoria City Code (1977 Edition) by amending Article 14-34 to modify existing language regarding Gasoline Service Station Signs and increase the clarity of its content.

7. **C - Real Property Acquisition and Litigation, 94th Avenue and Thunderbird Road**

Discussion and possible action to adopt **RES. 2015-23** authorizing the acquisition and the commencement of litigation to quiet title and acquire real property in the vicinity of 94th Avenue and Thunderbird Road.

8. **C - Grant, State of Arizona Department of Homeland Security, Various Police Department Programs**

Discussion and possible action to: (a) authorize the Police Department to accept two grant awards totalling \$21,650 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive weapon detection and decontamination capabilities; and sustain and enhance the Terrorism Liaison Officer program; and (b) approve a budget amendment in the amount of \$21,650 from the Proposed Grants Contingency account to the Homeland Security Fund.

9. **C - Proposed Changes to Investment Policy**

Discussion and possible action to review and accept the proposed changes to the Investment Policy as presented.

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

Discussion and possible action to adopt **RES. 2015-25** accepting Deeds and Easements for various real property interests acquired by the City.

11. **C - Larry & Jeff Limited Partnership, Release of Non-Vehicular Access Easement**

Discussion and possible action to adopt **RES. 2015-24** authorizing the release of a Non-Vehicular Access Easement to Larry & Jeff Limited Partnership, pertaining to the Third Amended Settlement Agreement between the City of Peoria v. Larry & Jeff Limited Partnership, et al.

12. **C - Final Plat, Saddlehorn Ranch, 95th Avenue and Happy Valley Road**

Discussion and possible action to approve the Final Plat of Saddlehorn Ranch, located at 95th Avenue and Happy Valley Road, subject to stipulations.

13. **C - Final Plat, Coyote Hills, 71st Avenue and Hatfield Road**

Discussion and possible action to approve the Final Plat of Coyote Hills, located at the 71st Avenue alignment and Hatfield Road, subject to stipulations.

Regular Agenda

New Business

14. **R - PUBLIC HEARING - Off-Track Wagering License Renewal, American Greyhound Racing Gallagher's of Peoria, 6750 West Peoria Avenue**

PUBLIC HEARING: RE: An Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria, 6750 West Peoria Avenue.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the Arizona Racing Commission for an Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria, 6750 West Peoria Avenue.

15. **R - Contract and Expenditure Authority, Jokake Construction, Peoria Sports Complex Improvements Phase 3, 83rd Avenue and Stadium Way**

Discussion and possible action to: (a) approve an individual job order with Jokake Construction in an amount estimated not to exceed \$2,500,000 for Phase 3 of the stadium improvements at the Peoria Sports Complex; (b) authorize the expenditure of an additional \$1,100,000 for future improvement job orders and city incurred expenses; and (c) authorize the City Manager to execute any applicable agreement documents for the project funding previously approved by Council on November 25, 2014.

16. **R - 2015 Mid-Decennial Special Census**

Discussion and possible action to: (a) authorize the City to take part in a mid-decennial special census; (b) approve the Memorandum of Agreement outlining terms and conditions with the U.S. Census Bureau; and (c) approve a budget amendment and the use of reserves in amount of \$2,923,643 from the General Fund Contingency account to the Non-Departmental Other Professional Services account.

Call To The Public (Non-Agenda Items)

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

Reports from City Manager

17. **Council Calendar**

18. **Reports**

- A. 2015 Arizona Chinese Lantern Festival
- B. 39th Annual Dolly Sanchez Memorial Easter Egg Hunts
- C. P83 Party
- D. One for Water 4 Miler, Race and Family Event

Reports from City Council Reports from the Mayor

Adjournment

Vistancia West Community Facilities District Board Meeting

Convene immediately following Regular City Council Meeting

Roll Call

Final Call To Submit Speaker Request Forms

VWCFD Consent Agenda

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

19. **C - Minutes**

Discussion and possible action to approve the December 9, 2014 Special Meeting minutes.

VWCFD Regular Agenda

20. **R - Sale and Issuance of General Obligation Bonds of the District**

Discussion and possible action to adopt **VWCFD RES. 2015-01** authorizing the sale and issuance of General Obligation Bonds of the District, prescribing certain terms and conditions of such bonds including making certain findings, certifications and covenants with respect to such bonds; approving the form and authorizing the execution and delivery of a Placement Agreement; awarding such bonds to the purchaser thereof; delegating the determination of certain terms of such bonds and matters related thereto to the District Treasurer and authorizing the subsequent levying of an Ad Valorem property tax with respect to such bonds.

Call To The Public (Non-Agenda Items)

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

Adjournment

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

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

Public Notice

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

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 1C

Date Prepared: March 4, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager
FROM: Rhonda Geriminsky, City Clerk
THROUGH: Susan Daluddung, Deputy City Manager
SUBJECT: Canvass of March 10, 2015 Special General Election

Purpose:

This is a request for City Council to adopt Resolution 2015-22 approving the Canvass of Election for the Special General Election held on March 10, 2015.

Background/Summary:

Pursuant to Arizona Revised Statutes § 16-642, City Council must meet and canvass the General Special Election that was held on March 10, 2015. The canvass is the act that declares the election results official. State Statute requires the canvass to be completed not less than six days, and not more than twenty days, following the election. The deadline for this action is March 30, 2015.

Previous Actions:

On September 5, 2014, United States District Court Judge David Campbell ordered a Special Primary Election on November 4, 2014 for the office of Councilmember for the Mesquite District and if necessary, a runoff Special General Election on March 10, 2015.

On November 4, 2014, a Special Primary Election was conducted for the Mesquite District. No candidate received a majority of the votes cast and the two candidates that received the highest number of votes were placed on the ballot for the run-off Special General Election scheduled on March 10, 2015.

Options:

A: Adopt Resolution No. 2015-22 approving the Canvass of Election for the March 10, 2015 Special General Election.

Staff's Recommendation:

Adopt Resolution No. 2015-22 approving the official Canvass of Election for the March 10, 2015 Special General Election.

Fiscal Analysis:

The adopted Canvass of Election will be recorded with the Maricopa and Yavapai County Recorders Offices. The estimated total cost for recordation is \$100.00 and will be charged to the City Clerk's Office recording fees account (1000-0150-520038).

Narrative:

The newly elected candidate will be sworn into office immediately following adoption of the Canvass and a *Certificate of Election* will be presented.

Exhibit(s):

Exhibit 1: Resolution No. 2015-22

Contact Name and Number: Rhonda Geriminsky City Clerk, x7431

RESOLUTION NO. 2015-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL GENERAL ELECTION HELD ON MARCH 10, 2015; AND ORDERING THE RECORDING OF SUCH RESOLUTION.

WHEREAS, on September 5, 2014 the Honorable David G. Campbell, United States District Judge, did take action to direct the City of Peoria to hold a Special Primary Election for the Mesquite District Council seat in conjunction with the Arizona statewide General Election on November 4, 2014 and, if necessary, a runoff General Election on March 10, 2015; and

WHEREAS, the City of Peoria, Maricopa County, Arizona, by its duly appointed and acting City Clerk did issue a *Call of Election* on the 21st and 28th days of November 2014 and a *Notice of Election* on the 16th and 23rd days of January 2015; and did cause to be submitted to the qualified electors of the City at a Special General Election called and held in and for the City of Peoria on the 10th day of March, 2015 for the election of Councilmember for the Mesquite District; and

WHEREAS, the City of Peoria, Maricopa County, Arizona, by its duly appointed and acting City Clerk did cause notice of the Special General Election by publishing the *Notice of Election* thereof in the Peoria Times newspaper as provided by law, such newspaper published in and having general circulation within said City, that said notice as so published did specify the place whereat such election was to be held, and the question to be voted upon, copy of said *Notice of Election* with the *Affidavits of Publication* attached hereto – Exhibit “A” – *Affidavits of Publication*, being now on file and a part of the official records of the City Council of the City of Peoria; and

WHEREAS, the election returns are presented to and hereby canvassed by the City Council.

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

SECTION 1. That the total number of ballots cast and total voter turnout at said Special General Election, as shown by the final results as issued by the Maricopa County Recorder, is set forth on Exhibit "B" - Summary Report, attached and incorporated to this resolution.

SECTION 2. That the total number of votes cast for each candidate at each precinct at said Special General Election, as shown by the final results as issued by the Maricopa County Recorder, is set forth on Exhibit "C" – Maricopa County Precinct Canvass, attached and incorporated to this resolution.

SECTION 3. That the total number of provisional ballots, the total number of provisional ballots tabulated, and the total number of provisional ballots found to be invalid and not counted at said Special General Election, as shown by the final results as issued by the Maricopa County Recorder, is set forth on Exhibit "D" – Provisional Ballots HAVA Requirements, attached and incorporated to this resolution.

SECTION 4. That the total number of rejected ballots by precinct at said Special General Election, as shown by the final results as issued by the Maricopa County Recorder, is set forth on Exhibit "E" – Rejected Ballots by Precinct, attached and incorporated to this resolution.

SECTION 5. That the total number of votes cast at said Special General Election, for the candidates of Councilmember by District are as follows:

<u>District</u>	<u>Name</u>	<u>Vote Total</u>
Mesquite	Binsbacher, Bridget	2,737
	Toma, Ben	2,439

SECTION 6. That it is hereby found, determined and declared of record, that the following candidate did, pursuant to Peoria City Code (1992 Edition) Chapter 8, Section 8.2(c), receive the highest number of valid votes cast in the respective district and is hereby issued a Certificate of Election:

Councilmember, Mesquite District	Binsbacher, Bridget
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SECTION 7: That all orders or resolutions in conflict be, and the same hereby are, to the extent of such conflict, repealed, and that this resolution be in full force and effect immediately upon its adoption.

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

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times
Publication Dates: March 27, 2015 and April 3, 2015

Approved Date: _____

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, Kelly Lyons of
Peoria Times

A newspaper of general circulation published and printed in the city of Glendale, County of Maricopa, State of Arizona, do solemnly swear that a copy of the notice, in the matter of:

PUBLIC NOTICE
Special General Election
ENGLISH/SPANISH
City of Peoria, Arizona

As per clipping attached, was published weekly in the regular and entire edition of the said newspaper, and not in any supplement hereof, for a period of 2 consecutive week(s), as follows, to-wit:

01/16/15
01/23/15



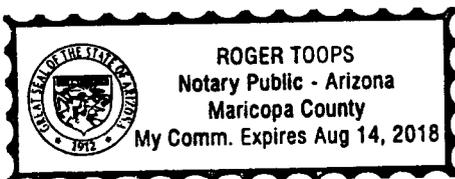
Kelly Lyons

Subscribed and sworn to before me, this 23rd day of January (year) 2015



(s) _____
Notary Public

My commission expires:





PUBLIC NOTICE



PUBLIC NOTICE

NOTICE OF SPECIAL GENERAL ELECTION
PUBLIC NOTICE OF CITY OF PEORIA, ARIZONA
MARCH 10, 2015 SPECIAL GENERAL ELECTION

Notice is hereby given that on March 10, 2015 the City of Peoria, Arizona will hold a Special General Runoff Election for the office of Councilmember in the Mesquite District.

Election information is available Monday through Thursday, 7:00 a.m. to 6:00 p.m. at the Office of the City Clerk:

8401 W. Monroe Street, First Floor
 Peoria, Arizona 85345
 623-773-7340

This information is also available on the City's website at: www.co.peoria.arizona.gov/Elections/Elections.

Locations of the Polls:
 Please visit the Maricopa County Elections Office Website for a listing of polling locations: <http://tucson.maricopa.gov/elections/locations>.

Hours of the Office:
 The office will be open from 8:00 a.m. to 7:00 p.m. on Election Day.

Important Election Dates

	SPECIAL GENERAL ELECTION
Voter Registration Deadline	February 6, 2015 at midnight
First Day to Vote at an Early Voting Satellite Location	February 12, 2015
Last Day to Request an Early Ballot by Mail	February 27, 2015 at 5:00 p.m.
Last Day to Vote at an Early Voting Satellite Location	March 6, 2015 at 5:00 p.m.
Last Day of Emergency Voting	March 10, 2015 at 5:00 p.m.

Rhonda Garminally, CMC
 City Clerk, City of Peoria

AVISO DE LA ELECCIÓN GENERAL ESPECIAL
AVISO PÚBLICO DE LA CIUDAD DE PEORIA, ARIZONA
ELECCIÓN GENERAL ESPECIAL DEL 10 DE MARZO DE 2015

Por la presente se da aviso que la Ciudad de Peoria, Arizona celebrará una Elección General Especial Final el 10 de marzo de 2015 para el cargo de Miembro del Consejo del Distrito Mesquite.

Información de la elección está disponible lunes a jueves, 7:00 a.m. a 6:00 p.m. en la Oficina de la Secretaría Municipal:

8401 W. Monroe Street, Primer Piso
 Peoria, Arizona 85345
 623-773-7340

Esta información también está disponible en el sitio web de la Ciudad at: www.co.peoria.arizona.gov/Elections/Elections.

Ubicación de las Urnas:
 Por favor visite el Sitio Web de la Oficina de Elecciones del Condado Maricopa para una lista de las ubicaciones de los centros de votación: <http://tucson.maricopa.gov/elections/locations>.

Horario de las Urnas:
 Las urnas se abrirán de las 8:00 a.m. a 7:00 p.m. el Día de la Elección.

Fechas Importantes de la Elección

	ELECCIÓN GENERAL ESPECIAL
La Última Fecha para Inscribirse para Votar	9 de febrero de 2015 para la medianoche
Primer Día para Votar en una Ubicación Satélite de Votación Temporal	12 de febrero de 2015
La Última Fecha para Pedir una Ballota Temporal Enviada por Correo	27 de febrero de 2015 para las 5:00 p.m.
La Última Fecha para Votar en una Ubicación Satélite de Votación Temporal	6 de marzo de 2015 para las 5:00 p.m.
La Última Fecha para Votación de Emergencia	10 de marzo de 2015 para las 5:00 p.m.

Rhonda Garminally, CMC
 Secretaria Municipal, Ciudad de Peoria
 Peoria Times
 January 16 and 23, 2015

PUBLIC NOTICE



PUBLIC NOTICE



**NOTICE OF SPECIAL GENERAL ELECTION
PUBLIC NOTICE OF CITY OF PEORIA, ARIZONA
MARCH 10, 2015 SPECIAL GENERAL ELECTION**

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823-773-7340
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Location of the Polls:
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Rhonda Germinally, CMC
City Clerk, City of Peoria

**AVISO DE LA ELECCIÓN GENERAL ESPECIAL
AVISO PÚBLICO DE LA CIUDAD DE PEORIA, ARIZONA
ELECCIÓN GENERAL ESPECIAL DEL 10 DE MARZO DE 2015**

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Peoria, Arizona 85345
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Ubicación de las Urnas:
Por favor visite el Sitio Web de la Oficina de Elecciones del Condado Maricopa para una lista de las ubicaciones de los centros de votación: <http://recorder.maricopa.gov/political/social/AMIS>
Horas de las Urnas:
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Fecha Importante de la Elección

	ELECCIÓN GENERAL ESPECIAL
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La Última Fecha para Pedir una Ballota Temporal Enviada por Correo	27 de febrero de 2015 para las 5:00 p.m.
La Última Fecha para votar en una Ubicación Satélite de Votación Temporal	6 de marzo de 2015 para las 5:00 p.m.
La Última Fecha para Votación de Emergencia	10 de marzo de 2015 para las 5:00 p.m.

Rhonda Germinally, CMC
Secretaria Municipal, Ciudad de Peoria
Public Peoria Times
January 15 and 23, 2015

MRC_20150310_E
March 10, 2015
Summary Report
MARICOPA COUNTY
FINAL RESULTS

PEORIA - COUNCIL MESQUITE DISTRICT	(5)	5/5	100.00%
<hr/>			
Under Votes: 1			
Over Votes: 1			
- BINSBACHER, BRIDGET		2,737	52.77%
- TOMA, BEN		2,439	47.02%
Write-In Candidate		11	0.21%
	Total ...	5,187	100.00%

MRC_20150310_E
3/10/2015
Precinct Canvass
MARICOPA COUNTY

1 PEORIA - COUNCIL MESQUITE DISTRICT

				1	1	1	1	1						
	Registered	Ballots Cast	Turnout (%)	BINSBACHER, BRIDGET	TOMA, BEN	Write-In Candidate	Over Votes	Under Votes						
5941 1 - PEORIA	2021	493	24.39	226	265	2								
5942 2 - PEORIA	3346	718	21.46	328	386	4								
5943 3 - PEORIA	1846	564	30.55	376	188									
5944 4 - PEORIA	3912	1923	49.16	1209	711	2		1						
5945 5 - PEORIA	5457	1491	27.32	598	889	3	1							
	16582	5189	31.29	2737	2439	11	1	1						

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1264 CITY OF PEORIA - MESQUITE

All Districts

ELECTION	1264	CITY OF PEORIA - MESQUITE
PRECINCT	5941	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	3	

3 A2 EARLY BALLOT REQUESTED AND NOT RETURNED

ELECTION	1264	CITY OF PEORIA - MESQUITE
PRECINCT	5942	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	3	

3 A2 EARLY BALLOT REQUESTED AND NOT RETURNED

ELECTION	1264	CITY OF PEORIA - MESQUITE
PRECINCT	5943	
BALLOTS COUNTED:	7	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	7	

2 A1 NEW RESIDENT BALLOT
4 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1264	CITY OF PEORIA - MESQUITE
PRECINCT	5944	
BALLOTS COUNTED:	6	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	6	

6 A2 EARLY BALLOT REQUESTED AND NOT RETURNED

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1264 CITY OF PEORIA - MESQUITE

All Districts

ELECTION	1264	CITY OF PEORIA - MESQUITE
PRECINCT	5945	
BALLOTS COUNTED:	6	
BALLOTS NOT COUNTED:	<u>2</u>	
TOTAL BALLOTS:	8	

- 6 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
- 2 B11 INCOMPLETE INFORMATION GIVEN ON YOUR PROVISIONAL BALLOT FORM.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1264 CITY OF PEORIA - MESQUITE

All Districts

SUMMARY REPORT TOTALS

BALLOTS COUNTED:	25
BALLOTS NOT COUNTED:	2
TOTAL BALLOTS:	27

**RECORDER'S INFORMATION SYSTEMS CENTER
REJECTED BALLOTS BY PRECINCT / CPC**

Election Title: CITY OF PEORIA - MESQUITE

Election Number: 1264

Election Date: 03/10/2015

PEORIA 1 - MESQUITE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
5941	PPNO 1 - PEORIA	RETURNED LATE	20
		NO SIGNATURE	1
5942	PPNO 2 - PEORIA	BAD SIGNATURE	1
		RETURNED LATE	11
		NO SIGNATURE	6
5943	PPNO 3 - PEORIA	BAD SIGNATURE	2
		RETURNED LATE	5
		NO SIGNATURE	2
5944	PPNO 4 - PEORIA	BAD SIGNATURE	3
		RETURNED LATE	19
		NO SIGNATURE	9
5945	PPNO 5 - PEORIA	BAD SIGNATURE	6
		RETURNED LATE	21
		NO SIGNATURE	9

Bad Signature Total: 12

Returned Late Total: 76

No Signature Total: 27

Total Rejected: 115

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
February 3, 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 Carlata; Vice Mayor Jon Edwards; Councilmembers Michael Finn, Vicki Hunt, Carlo Leone, Bill Patena and Ben Toma.

Council Youth Liaisons: Ian Mullane.

Members Absent: Council Youth Liaison Helt.

Other Municipal Officials Present: Carl Swenson, City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; and Julie Ayers, Human Resources Director.

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

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.

Motion was made by Vice Mayor Edwards, seconded by Councilmember Patena, 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 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 5:01 p.m.

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:06 p.m.

Members Present: Mayor Cathy Carlat; Vice Mayor Jon Edwards; Councilmembers Michael Finn, Vicki Hunt, 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; Bo Larsen, Public Information Director; Brent Mattingly, Finance and Budget Director; and Corina Russo, Assistant to the City Manager.

Audience: Approximately ten members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

2. Financial Overview

Carl Swenson, City Manager, introduced the Study Session item.

Brent Mattingly, Finance and Budget Director, outlined the following:

- The City's financial foundations
- Peoria's financial policies
- Retail sales tax rates compared to other cities
- Property tax rates compared to other cities
- Combined utility rates compared to other cities
- Economic outlook
- Outlook of major City funds including:
 - General Fund
 - General operating expenditures
 - Revenue compensation
 - Revenue projections
 - Half-cent Sales Tax Fund
 - Streets Fund
 - Transit Fund
 - Water Fund
 - Wastewater Fund
 - Residential Solid Waste Fund
 - Commercial Solid Waste Fund

- Growth-related capital
- State budgetary issues
- Retirement System funding
- Future discussion topics
 - Utility rates
 - Investment Policy
 - Council topics from last Budget Workshops
 - Opportunities for debt refinancing
 - New borrowing for Capital projects
 - Seminar on financing growth
 - Budget Workshops

Discussion ensued regarding:

- Contractual services expenditures
- One-time expenditures

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:38 p.m.

EXECUTIVE SESSION AGENDA

3. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of 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, Vice Mayor Edwards led the Pledge of Allegiance.

Members Present: Mayor Cathy Carlat; Vice Mayor Jon Edwards; Councilmembers Michael Finn, Vicki Hunt, 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; Robert Goodhue, Deputy Economic Development Services Director; Andy Granger, Engineering Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately ten members of the public were present.

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

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

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

Councilmember Hunt requested that Agenda Items 5C and 8C be removed for separate discussion.

Motion was made by Councilmember Patena, seconded by Councilmember Hunt, to approve the Consent Agenda with the exception of Agenda Items 5C and 8C. Upon vote, the motion carried unanimously 7 to 0.

4. **C - Disposition of Absence**

- (a) Approved the absence of Vice Mayor Jon Edwards from the Special City Council Meeting held at 5:00 p.m. on January 20, 2015; and
- (b) Approved the absence of Vice Mayor Jon Edwards, Council Youth Liaison Mullane and Council Youth Liaison Helt from the Regular City Council meeting held at 7:00 p.m. on January 20, 2015.

5. **C - Proposed Legislation, United States Senate and House of Representatives, West Valley Resort**

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

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

Rachel Aja, Intergovernmental Affairs Coordinator, provided a brief overview of the request to adopt a Resolution opposing proposed federal legislation attempting to change existing law that would limit the rights of the Tohono O’odham Nation.

Motion was made by Councilmember Hunt, seconded by Vice Mayor Edwards to adopt **RES. 2015-13** opposing proposed legislation that would prohibit the Tohono O’odham Nation from constructing a resort on property approved for inclusion in the Nation by the United States Secretary of the Interior.

Upon vote, the motion carried 6 to 1, with Councilmember Toma voting “no”.

6. **C - Maintenance Improvement District No. 1146, Rock Springs II Phase II, 75th Avenue and Jomax Road**

Approved the Petition for Formation and adopted **RES. 2015-09** intention and ordering the formation of proposed Maintenance Improvement District No. 1146, Rock Springs II Phase II, located at the northwest corner of 75th Avenue and Jomax Road; and adopted **RES. 2015-10** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

7. **C - Maintenance Improvement District No. 1168, Trilogy West Phase I Parcel C42, Upcountry Way and Vistancia Boulevard**

Approved the Petition for Formation and adopted **RES. 2015-11** intention and ordering the formation of proposed Maintenance Improvement District No. 1168, Trilogy West Phase I Parcel C42, located at Upcountry Way west of Vistancia Boulevard; and adopted **RES. 2015-12** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

8. **C - Final Plat, Aaron's Furniture, Cotton Crossing and Peoria Avenue**

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

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

Robert Goodhue, Deputy Economic Development Services Director, summarized the request for approval of a Final Plat for Aaron’s Furniture that would allow the parcel to be developed.

Mr. Goodhue advised the final plat is a replat of an existing commercial parcel to be divided into two lots.

Motion was made by Councilmember Hunt, seconded by Councilmember Finn, to approve a Final Plat of Aaron’s Furniture, located on Cotton Crossing south of Peoria Avenue, subject to stipulations.

Upon vote, the motion carried unanimously 7 to 0.

9. **C - Final Plat, The Falls Peoria Event Center, 83rd Avenue and Greenway Road**

Approved the Final Plat, The Falls Peoria Event Center, located at 83rd Avenue and Greenway Road, subject to stipulations.

REGULAR AGENDA

New Business:

10. **R - PUBLIC HEARING - Liquor License, Sprouts Farmers Market #31, Located at 10134 West Happy Valley Road**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the State Liquor Board for a New Wine and Beer (Series 10) Liquor License and sampling privileges (Series 10S) for Sprouts Farmers Market #31, located at 10134 West Happy Valley Road, Randy D. Nations, Applicant, LL#20011895.

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a New Wine and Beer (Series 10) Liquor License and sampling privileges (Series 10S) for Sprouts Farmers Market #31, located at 10134 West Happy Valley Road, Randy D. Nations, Applicant, LL#20011895.

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 Patena, to recommend approval to the State Liquor Board for a New Wine and Beer (Series 10) Liquor License and sampling privileges (Series 10S) for Sprouts Farmers Market #31, located at 10134 West Happy Valley Road, Randy D. Nations, Applicant, LL#20011895.

Upon vote, the motion carried unanimously 7 to 0.

11. **R - Code Amendments, Chapter 9, Fire Prevention and Protection and Chapter 2, Administration**

Clerk's Note: Agenda Items 11R and 13R were presented together.

Bobby Ruiz, Fire Chief, presented an overview of the request to amend the City Code authorizing the Peoria Fire-Medical Department to offer a subscription for fire and emergency medical services to County Island residents at a flat rate of \$450 annually.

In response to questions from Council, Chief Ruiz reported that the Sun City West Fire District (SCWFD) is soliciting annexations into the District. Chief Ruiz noted that the

SCWFD rate is based on the assessed value of each home.

Chief Ruiz outlined the following related to the requested budget amendment associated with Agenda Item 13R:

- Total request \$32,000
 - \$22,500 for marketing, promotions, outreach and short-term consultant
 - \$9,500 to support on-site residential education by Peoria Fire-Medical Department staff

Duane Ziemer, a County Island resident, addressed Council in support of the City's fire subscription service.

Motion was made by Vice Mayor Edwards, seconded by Councilmember Finn, to adopt **ORD. 2015-03** amending Chapter 9 of the Peoria City Code (1992 Edition) authorizing the City to charge a subscription fee to designated unincorporated County Island areas for fire and emergency medical services and amending Chapter 2 of the Peoria City Code (1992 Edition) adopting a fee and declaring an emergency.

Upon vote, the motion carried unanimously 7 to 0.

12. **R - Intergovernmental Agreement Amendment, City of Phoenix, Solid Waste Recyclable Materials Processing**

Bill Mattingly, Public Works Director, provided information regarding a request to extend the term of an Intergovernmental Agreement with the City of Phoenix for processing recycled materials until January 31, 2016.

Motion was made by Councilmember Patena, seconded by Councilmember Hunt, to approve Amendment No. 1 to the Intergovernmental Agreement with the City of Phoenix for processing recyclable materials, extending the agreement for one additional year.

Upon vote, the motion carried unanimously 7 to 0.

13. **R - Budget Amendment, Fire Department, Promotional Campaign to County Island Residents**

Motion was made by Vice Mayor Edwards, seconded by Councilmember Toma, to approve a budget amendment in the amount of \$32,000 from the General Fund Reserves account to the Fire Administration Budget account to support a promotional campaign for a fire subscription service to County Island residents.

Upon vote, the motion carried unanimously 7 to 0.

14. **R - Deed Restriction, Old Fire Station, 83rd Avenue and Washington Street**

Susan Daluddung, Deputy City Manager, provided an overview of the request to incorporate a deed restriction on the old fire station property to ensure that the historical character of the exterior of the building is preserved.

Motion was made by Councilmember Hunt, seconded by Councilmember Finn, to authorize the execution and delivery of deeds pertaining to the City of Peoria's old fire station property incorporating a deed restriction pertaining to requiring exterior improvements to maintain the historic character.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

15. **Council Calendar**

16. **Reports**

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

- A. Council Subcommittee Updates
- B. Peoria Greekfest
- C. 2015 Peoria Wellness Committee Kick-off

John Sefton, Community Services Director, provided information to Council related to the following item:

- D. Fish Bowl Update and Super Day 10K

Reports from City Council:

Council Youth Liaison Helt reported that his Eagle Scout project will be showcased at the upcoming Peoria Greekfest event to be held February 6 through February 8, 2015 at St. Haralambos Greek Orthodox Church, located at 7950 West Pinnacle Peak Road.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone invited residents to participate in a Shred-a-Thon event to be held on Saturday, February 28, 2015 in the Maranatha Baptist Church parking lot, located at 9120 North 95th Avenue. Councilmember Leone encouraged citizens in the Mesquite District to vote in the Special Election to be held on March 10, 2015.

Councilmember Hunt commended the Community Services Department on the Fish Bowl Challenge held at Pioneer Park. Councilmember Hunt applauded the Arts Commission and the City Council for selecting the public art displayed at Pioneer Park signifying the history of Peoria. Councilmember Hunt encouraged citizens to utilize the park and enjoy its amenities.

Councilmember Finn commended the City for its public safety efforts during the Super Bowl activities.

Council Youth Liaison Mullane echoed the sentiments regarding public safety during the Super Bowl.

Councilmember Toma reported on his attendance at a public hearing for a Fry's Grocery Store proposed in the Mesquite District.

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:44 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 3rd day of February, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of March, 2015.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: February 19, 2015

Council Meeting Date: March 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 TA14-0003, Zoning Ordinance Text Amendment Article 14-34, "Signs" – Gasoline Service Station Signs**

Purpose:

This is a request for City Council to adopt an Ordinance amending Article 14-34, "Signs", of the Zoning Ordinance. The amendment is intended to modify and refine existing language regarding Gasoline Service Station Signs in the Ordinance to increase the clarity of its content.

Background/Summary:

Section 14-34-8A.16.a.3 Gasoline Service Station Signs

Article 14-34, "Signs" of the Zoning Ordinance provides regulations for gas station signage, including "Service Station Identification/Price Signs". The identification/price signs are the freestanding signs generally found near the street frontage of gas stations, which indicate the brand/company affiliation of the gas station, as well as provide the current price(s) of the fuel sold at the station.

Currently, the Zoning Ordinance states that "The *price component* of a gasoline service station sign shall not exceed four (4) feet in height, or sixteen (16) square feet in area."

The provision outlines the height and size requirements for gasoline station signs; however, it does not clearly define how the height and size are to be measured. In other words, is the price *component* measured from adjacent grade or does the provision speak to the size of the price component within the overall identification sign.

There have been a number of requests from the development community and local sign companies asking staff to clarify the existing provisions and potentially increase the height of the price component anywhere from five (5) to eight (8) feet.

Proposed Changes

Section 14-34-8A.16.a.3

The changes to this provision effectively increases the height of the price component of the sign from four (4) feet to six (6) feet and clearly establishes the method in which the height of the sign will be measured.

The proposed six (6) feet height for the price component will increase the visibility of such signs so that they can be seen above the surrounding landscape vegetation that is required at the base of the sign, while not superseding the business identification portion of the sign.

Section 14-34-8A.16.a.4, Gasoline Service Station Signs

The new provision separates the height requirement of the price component from the area requirement of the sign, making each its own provision. At this time, there are no changes proposed to the total area (sixteen square feet) of the price component of the sign.

Administrative Procedure

Public notice of the proposed amendments to the Zoning Ordinance was provided in the manner prescribed under Article 14-39. The time, date, and place of the hearing have been published at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the hearing.

Previous Actions:

The text amendment item was formally considered by the Planning and Zoning Commission on February 5, 2015. At the meeting Commissioners asked staff how the six (6) foot height was determined and would the provision be applicable to all service station signs. Staff stated that the six (6) foot height was the most common height requested from the sign industry and that the height requirement would be applicable in typical zoning cases but could vary when approved as part of a Comprehensive Sign Package or Planned Area Development. A motion and second was made, wherein the Commission voted 6-0 in favor of recommending approval of the request to amend Article 14-34 of the Zoning Ordinance. No one spoke in support or opposition to the request.

Options:

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

The Mayor and City Council concur with the Planning and Zoning Commission's recommendation to adopt the attached Ordinance amending the Article 14-34, "Signs", of the Zoning Ordinance (Chapter 14 of the City Code, 1977 edition)..

Fiscal Analysis:

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

Narrative:

No further action would be necessary should the Mayor and City Council take action to adopt the proposed Ordinance(s).

Exhibit(s):

Exhibit 1 - February 5, 2015 Planning and Zoning Commission Staff Report and Exhibits

Exhibit 2 - Draft Ordinance amending Article 14-34 of the Zoning Ordinance
(deletions/additions shown as ~~strike~~/underscore)

Contact Name and Number: Rick Williams, Planner, Ext 7565



ZONING ORDINANCE TEXT AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: TA 14-0003
DATE: February 5, 2014
AGENDA ITEM: 6R

Applicant: City of Peoria
Request: Amend Article 14-34 "Signs", of the Zoning Ordinance. The amendment is intended to refine existing language regarding Gasoline Service Station Signs in the Ordinance to increase the clarity of its content.
Support / Opposition: As of the date of this printing, Staff has not received any written or verbal support or opposition to this request.
Recommendation: **Approve** as requested.

BACKGROUND

Section 14-34-8A.16.a.3 Gasoline Service Station Signs

1. Article 14-34, "Signs" of the Zoning Ordinance provides regulations for gas station signage, including "Service station Identification/Price Signs". The identification/price signs are the freestanding signs generally found near the street frontage of gas stations which indicate the brand/company affiliation of the gas station, as well as provide the current price(s) of the fuel sold at the station.
2. Currently, the Zoning Ordinance states that "The price component of a gasoline service station sign shall not exceed four (4) feet in height, or sixteen (16) square feet in area."
3. The provision outlines the height and size requirements for gasoline station signs; however, it does not clearly define how the height and size are to be measured. In other words, is the price *component* measured from adjacent grade or does the provision speak to the size of the price component within the overall identification sign.
4. There have been a number of requests from the development community and local sign companies asking staff to clarify the existing provisions and potentially increase the height of the price component anywhere from five (5) to eight (8) feet.

DISCUSSION AND ANALYSIS

Proposed Changes

Section 14-34-8A.16.a.3

5. The changes to this provision effectively increases the height of the price component of the sign from four (4) feet to six (6) feet and clearly establishes the method in which the height of the sign will be measured.
6. The proposed six (6) feet height for the price component will increase the visibility of such signs so that they can be seen above the surrounding landscape vegetation that is required at the base of the sign, while not superseding the business identification portion of the sign.

Section 14-34-8A.16.a.4, Gasoline Service Station Signs

7. The new provision separates the height requirement of the price component from the area requirement of the sign, making each its own provision. At this time, there are no changes proposed to the total area (sixteen square feet) of the price component of the sign.

Administrative Procedure

Noticing and Neighborhood Comment

8. Public notice of this proposed amendment to the Zoning Ordinance was provided in the manner prescribed under Article 14-39. The time, date, and place of the hearing have been published at least once in a newspaper of general circulation in the City at least fifteen (15) days prior to the hearing. As of the printing of this report, no support or opposition to this case has been received from the public.

Proposition 207

9. This is a City-initiated application. It has been determined that a Proposition 207 waiver is not required.

FINDINGS AND RECOMMENDATION

10. Based on the following findings:

- The proposed amendments constitute an improvement to the Zoning Ordinance by:
 - I. Allowing a reasonable height for the price component of gasoline service station signs ;
 - II. Establishing clear, specific criteria in which the height of a gasoline service station sign shall be measured; and,

- III. Separates the height and area requirements of a price component sign into separate provisions.

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

Recommend to the Mayor and City Council approval of Case TA 14-0003, a request to amend the Peoria Zoning Ordinance as contained in the Exhibits.

Attachments

Exhibit A: Proposed changes to Article 14-34
(deletions/additions shown as ~~strike~~/underscore)

Prepared by: Rick Williams
Planner

6 **ARTICLE 14-34**
7 **SIGNS**

8 (Amended by Ord. No. 2011-01, 2012-06, 2012-17, 2013-16, and 2014-21)
9

10
11 **CONTENTS**

12 14-34-1 INDEX (deleted in Ord. No. 96-03)
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14 14-34-3 INTERPRETATION AND SCOPE
15 14-34-4 EXCEPTIONS
16 14-34-5 REQUIREMENT OF CONFORMITY
17 14-34-6 SIGNAGE APPROVAL AS PART OF SITE PLAN APPROVAL
18 14-34-7 DEFINITIONS
19 14-34-8 SIGN TYPES AND REQUIREMENT
20 14-34-9 SIGNS PERMITTED FOR NON-RESIDENTIAL USES IN THE C-O, C-1, C-2, C-3, I-
21 1, I-2, P.A.D., P.C., O-1, PC-1, PC-2, C-4, C-5, PI-1, AND BPI ZONING DISTRICTS
22 14-34-10 SIGNS PERMITTED FOR NON-RESIDENTIAL USES IN THE AG, FP, SU, R1-6,
23 R1-7, R1-8, R1-10, R1-12, R1-18, R1-35, 4M-1, RMH-1, RMH-2, RMH-3, P.A.D.
24 AND P.C. ZONING DISTRICTS
25 14-34-11 SIGNS PERMITTED FOR RESIDENTIAL USES IN ALL DISTRICTS
26 14-34-12 NONCONFORMING SIGNS
27 14-34-13 ABANDONED SIGNS
28 14-34-14 LIABILITY OF DAMAGES
29 14-34-15 EFFECT OF AMENDMENT ON PENDING SUITS
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31 14-34-17 PERMIT APPLICATION AND EXPIRATION
32 14-34-18 PERMIT FEES
33 14-34-19 REQUIREMENT OF PLANS
34 14-34-20 REVOCATION OF PERMITS
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36 14-34-22 EMERGENCY REMOVAL OR REPAIR
37 14-34-23 ENFORCEMENT
38 14-34-24 INSPECTIONS
39 14-34-25 INSPECTION MARKINGS
40 14-34-26 SIGN MAINTENANCE
41 14-34-27 DESIGN AND CONSTRUCTION SPECIFICATIONS
42 14-34-28 PERMITTED LIGHTING AND MOVEMENTS
43 14-34-29 LOCATION REQUIREMENTS
44
45
46
47
48
49

50 **14-34-8 SIGN TYPES AND REQUIREMENTS**

51
52 16. Gasoline Service Station Signs.

53
54 a. Service Station Identification/Price Sign. A permanently mounted, two component
55 sign displaying business identification and the retail cost of a gallon of gas/diesel on
56 the premises of the service station.

57
58 1) One such sign per street frontage;

59
60 2) Such sign shall not exceed thirty-two (32) square feet in area nor eight (8) feet in
61 height measured from top of finished grade or top of curb whichever is greater;

62
63 3) The price component of the sign shall not exceed ~~four (4)~~ six (6) feet in height
64 measured from top of finished grade or top of curb whichever is greater; ~~or~~
65 ~~exceed sixteen (16) square feet in area;~~

66
67 4) The price component of the sign shall not exceed sixteen (16) square feet in area;

68
69 5) The sign shall have a landscape area at the base of each sign equal to at least
70 four (4) square feet for each square foot of sign area;

71
72 6) The sign shall have a monument base of masonry construction. A comparable
73 alternate base material may be used, upon written approval of the Planning
74 Director;

75
76 7) Sign permit required.

77
78 b. Pump-Topper Sign. A sign which is affixed to the top or sides of an operable, fuel
79 dispensing pump.

80
81 1) Such signs shall not exceed three (3) square feet in area;

82
83 2) Such signs shall only display instructional information or price information and
84 shall not include sign copy pertaining to any product, sale or promotion;

85
86 3) No sign permit required

March 17, 2015
Ordinance 2015-07

Exhibit 2
Draft Ordinance

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1977 EDITION), BY AMENDING ARTICLE 14-34 "SIGNS", OF THE PEORIA ZONING ORDINANCE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Maricopa County, Arizona, held a public hearing on February 5, 2015 to consider a proposed amendment to the Peoria City Code, after notice in the manner provided by law; and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance, and manner provided by law including publication of such in the Peoria Times on January 16, 2015; and

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Arizona at its regularly convened meeting of February 5, 2015 voted to recommend to the Mayor and Council of the City of Peoria, Arizona, that amendments be made to the Peoria City Code (1977 edition); and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the recommendation of the Planning and Zoning Commission of the City of Peoria, Arizona, and deem it to be in the best interest of the public health, safety and welfare of the residents of the City of Peoria, Arizona to amend Article 14-34 "Signs", of the Peoria City Code (1977 edition):

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

SECTION 1. Article 14-34 of the Peoria Zoning Ordinance (1977 edition) shall be amended to read as indicated on Exhibit A.

SECTION 2. Effective Date. This Ordinance shall become effective on the date provided by law.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

March 17, 2015
Ordinance 2015-07

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

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times Pub.

Dates: March 27, 2015
Effective Date:

**Exhibit A – Changes to Zoning Ordinance
Gasoline Service Station Signs
TA14-0003**

ARTICLE 14-34 SIGNS

(Amended by Ord. No. 2011-01, 2012-06, 2012-17, 2013-16, and 2014-21)

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16. Gasoline Service Station Signs.

- a. Service Station Identification/Price Sign. A permanently mounted, two component sign displaying business identification and the retail cost of a gallon of gas/diesel on the premises of the service station.
 - 1) One such sign per street frontage;
 - 2) Such sign shall not exceed thirty-two (32) square feet in area nor eight (8) feet in height measured from top of finished grade or top of curb whichever is greater;
 - 3) The price component of the sign shall not exceed ~~four (4)~~ six (6) feet in height measured from top of finished grade or top of curb whichever is greater; ~~or exceed sixteen (16) square feet in area;~~
 - 4) The price component of the sign shall not exceed sixteen (16) square feet in area;
 - 5) The sign shall have a landscape area at the base of each sign equal to at least four (4) square feet for each square foot of sign area;
 - 6) The sign shall have a monument base of masonry construction. A comparable alternate base material may be used, upon written approval of the Planning Director;
 - 7) Sign permit required.
- b. Pump-Topper Sign. A sign which is affixed to the top or sides of an operable, fuel dispensing pump.
 - 1) Such signs shall not exceed three (3) square feet in area;
 - 2) Such signs shall only display instructional information or price information and shall not include sign copy pertaining to any product, sale or promotion;
 - 3) No sign permit required

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: March 2, 2015

Council Meeting Date: March 17, 2015

TO: Honorable Mayor and Council

FROM: Stephen M. Kemp, City Attorney

THROUGH: Melinda Bird, Assistant City Attorney

SUBJECT: Resolution to Acquire Real Property at 94th Avenue and Thunderbird Road

Purpose:

This is a request for City Council to approve a Resolution allowing the City to acquire through donation, outright purchase, quiet title or under the power of eminent domain for public purposes all interest in certain described real property in the City of Peoria, Maricopa County, Arizona, in order for the City to properly and adequately access the New River Trail as a matter of public need and necessity.

Background/Summary:

The City has discovered that certain real property that the City annexed from Maricopa County in 1989 (per Ordinance 89-40) and that was supposed to have included a designated right-of-way at the time of annexation may not have included the right-of-way, and ownership of this property may still lie with the private property owners and not the City. County maps have shown an existing right-of-way on the real property since at least 1974 but the owner of one of the two affected real properties is disputing that the right-of-way was ever legally created. An existing roadway and various utilities lie on the disputed real property. The Engineering Department seeks the approval of the proposed Resolution to enable the City to pursue whatever litigation may be necessary to quiet title and resolve any ownership dispute as to the described real property, and to seek acquisition of the real property, if needed, through means of donation, purchase or the power of eminent domain.

Previous Actions:

Once the issue was raised by the property owner, Engineering Staff attempted to resolve the issue via negotiation but, so far, to no avail. City Staff will continue to attempt negotiation with the affected property owners to resolve the matter or acquire the property without resorting to litigation. But the Resolution will give the City authority to pursue litigation if necessary to resolve the issue.

Options:

A: Approve the Resolution allowing the City to pursue litigation to resolve the ownership issue of the disputed real property and acquire the real property, if needed, via donation, purchase or the power of eminent domain.

B: Disapprove the Resolution.

Staff's Recommendation:

Approve the Resolution.

Fiscal Analysis:

The City will face costs associated with the Resolution, such as the obtaining of title reports, appraisals and other expert assistance. Depending on the determination of the title issues, the City may incur costs for the purchase of the real property either via outright purchase and/or eminent domain. The City may also incur costs associated with the relocation of various utilities, if necessary.

Narrative:

The Resolution will allow the City to resolve a disputed real property issue and ensure that it has clean title to the right-of-way.

Exhibit:

Exhibit 1: Proposed Resolution and attached legal descriptions

Contact Name and Number:

Stephen M. Kemp, City Attorney (623) 773-7331

RESOLUTION NO. 2015-23

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

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

SECTION 1. AUTHORIZATION TO ACQUIRE

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

200-80-002G Partial Take

200-80-002E Partial Take

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

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

SECTION 3. DETERMINATION OF CONFORMITY WITH GENERAL PLAN

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

SECTION 4. EFFECTIVE DATE

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

. . .
. . .
. . .

RES. 2015-23
Acquire Real Property at 94th Avenue and Thunderbird Road
March 17, 2015
Page 3 of 5

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

AYES:

NAYS:

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RES. 2015-23
Acquire Real Property at 94th Avenue and Thunderbird Road
March 17, 2015
Page 4 of 5

Exhibit "A"

Assessor Parcel Number 200-80-002G

The North 55 feet of the following:

The East 150 feet of the West 300 feet of the North 330 feet of the Northwest quarter of the Northeast quarter of Section Sixteen (16), Township Three (3) North, Range One (1) East of the Gila and Salt River Base and Meridian.

RES. 2015-23
Acquire Real Property at 94th Avenue and Thunderbird Road
March 17, 2015
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Exhibit "A"

Assessor Parcel Number 200-80-002E

The North 55 feet of the following:

The West 150 feet of the North 330 feet of the Northeast quarter of Section 16,
Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: February 25, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

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

SUBJECT: Authorization to accept grant funds from the Arizona Department of Homeland Security

Purpose:

This is a request for City Council to authorize the Peoria Police Department to accept two grants from the Arizona Department of Homeland Security totaling \$21,650.

Background/Summary:

The City of Peoria Police Department has been working collaboratively over the past several years to develop various emergency response programs. In order to further integrate Peoria as part of the statewide disaster response program, the Peoria Police Department has received a Reallocation of 2013 Homeland Security Grant funds from the Arizona Department of Homeland Security (AZDOHS) to 1) strengthen chemical, biological, radiological, nuclear or explosive (CBRNE) weapon detection, response and decontamination capabilities; and 2) sustain and enhance the Terrorism Liaison Officer (TLO) program.

The Police Department received \$14,000 to enhance the functionality of the Peoria Special Weapons and Tactics (SWAT) team CBRNE response. Funds granted will be used to purchase night vision optical equipment to enhance advanced observation skills of the CBRNE response team.

The Police Department received \$7,650 to support TLO operations. The TLO program functions as a Field Intelligence Unit in support of police tactical, hazardous material, explosive special operations and uncommon event types. Funds granted will be used to purchase a portable radio and electronic equipment to sustain the TLO program.

Additional funds were available from the Arizona Department of Homeland Security from the 2013 grant cycle. These additional funds were reallocated and awarded to various agencies. These grants are reimbursable with funding through July 2015.

Previous Actions:

City Council has previously accepted grants from AZDOHS.

Options:

A: Accept the grant awards in the amount of \$21,650 from the Arizona Department of Homeland Security and approve a budget adjustment in the amount of \$21,650 from the Proposed Grants Contingency Account to the Homeland Security Fund, thus providing expenditure authority.

B: Choose not to accept the grants from the Arizona Department of Homeland Security.

Staff's Recommendation:

Authorize the Peoria Police Department to accept the grants totaling \$21,650 from the Arizona Department of Homeland Security and approve a budget adjustment.

Fiscal Analysis:

Request a budget adjustment of \$21,650 from the Proposed Grants Contingency account (7990-7990-570000) to the Homeland Security Grant Fund (7545-7795-various) thus providing expenditure authority.

Account #	Description	Amount	Program
7545-7795-542006	other equipment	\$14,000	CBRNE
7545-7795-542001	electronic equipment	\$6,400	TLO
7545-7795-530028	electronic supplies/equipment	\$1,250	TLO

Narrative:

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

Exhibit(s):

Exhibit 1: Award Letter from AZDOHS for CBRNE Reallocation Grant 130818-02

Exhibit 2: Award Letter from AZDOHS for TLO Reallocation Grant 130818-03

Contact Name and Number: Heather Cammarata, 623-773-7069



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

February 13, 2015

Chief Roy Minter
Peoria Police Department
8351 W. Cinnabar
Peoria, AZ 85345-2701

Subject: FFY 2013 Homeland Security Grant Program Award-REALLOCATION
Subgrantee Agreement Number: **130818-02**
Project Title: **Phoenix Urban Area CBRNE Response for Law Enforcement (FFY2013 Reallocation)**

Dear Chief Roy Minter:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix Urban Area CBRNE Response for Law Enforcement (FFY2013 Reallocation)**" has been funded under the URBAN AREA SECURITY INITIATIVE for **\$14,000**. The grant performance period is **January 1, 2015 through July 31, 2015**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification (enclosed).
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before April 30, 2015 this award is rescinded and the funds will be reallocated.

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State

*Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,


Gilbert M. Orrantia
Director

Cc: Lieutenant Gregory Larson

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

SUBGRANTEE AGREEMENT - REALLOCATION

13-AZDOHS-HSGP-130818-02

Between

The Arizona Department of Homeland Security
And
Peoria Police Department

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

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

Peoria Police Department

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

I. **PURPOSE OF AGREEMENT**

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

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

This Agreement shall become effective on **January 1, 2015** and shall terminate on **July 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

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

"Phoenix Urban Area CBRNE Response for Law Enforcement (FFY2013 Reallocation)"

and funded at **\$14,000** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to **\$14,000** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

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

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S.

Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

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

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement

policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

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

Personnel and Travel Costs

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

Procurement

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

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

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

E-Verify

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

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

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

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

VIII. DEBARMENT CERTIFICATION

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

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports

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

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

- c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:

The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

- e) The Grant Funded Typed Resource Report – if applicable:

The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

- f) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information

that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

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

XXVI. LICENSING

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

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

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

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

XL. NOTICES

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

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

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

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

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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



State of Arizona



Governor Douglas A. Ducey

Department of Homeland Security

Director Gilbert M. Orrantia

February 13, 2015

Chief Roy Minter
Peoria Police Department
8351 W. Cinnabar Ave
Peoria, AZ 85345-2701

Subject: FFY 2013 Homeland Security Grant Program Award-REALLOCATION
Subgrantee Agreement Number: **130818-03**
Project Title: **TLO Sustainment (FFY2013 Reallocation)**

Dear Chief Roy Minter:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**TLO Sustainment (FFY2013 Reallocation)**" has been funded under the URBAN AREA SECURITY INITIATIVE for **\$7,650**. The grant performance period is **January 1, 2015 through July 31, 2015**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification (enclosed).
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before April 30, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

1700 West Washington Street Suite 210 Phoenix, Arizona 85007

Office: (602) 542-7013

Fax: (602) 364-1521

www.azdohs.gov

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Detective Michael Griffin

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

SUBGRANTEE AGREEMENT - REALLOCATION

13-AZDOHS-HSGP-130818-03

Between

The Arizona Department of Homeland Security
And
Peoria Police Department

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

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

Peoria Police Department

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

I. **PURPOSE OF AGREEMENT**

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

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

This Agreement shall become effective on **January 1, 2015** and shall terminate on **July 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

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

"TLO Sustainment (FFY2013 Reallocation)"

and funded at **\$7,650** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to **\$7,650** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

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

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S.

Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

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

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement

policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

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

Personnel and Travel Costs

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

Procurement

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

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

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

E-Verify

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

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

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

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

VIII. DEBARMENT CERTIFICATION

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

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports

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

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

- c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:

The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

- e) The Grant Funded Typed Resource Report – if applicable:

The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

- f) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information

that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

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

XXVI. LICENSING

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

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

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

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

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

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXVI. PARAGRAPH HEADINGS

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

XXXVII. COUNTERPARTS

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

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

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

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

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

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

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: February 9,2015

Council Meeting Date: March 17,2015

TO: Carl Swenson, City Manager
FROM: Sonia Andrews, Financial Manager
THROUGH: Brent D. Mattingly, Chief Financial Officer
SUBJECT: **Proposed Changes to Investment Policy**

Purpose:

This is a request for City Council to review and accept the proposed changes to the Investment Policy.

Background/Summary:

Public funds held by the City are invested in accordance with the City's Investment Policy. The City's Investment Policy is adopted by City Council and establishes objectives, authorizations, controls, safekeeping and reporting requirements for the City's investment activities. The primary objectives of the City's investments, in order of priority, are:

1. Safety – *Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.*
2. Liquidity - *The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.*
3. Yield – *The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's very strict risk constraints.*

To attain the City's objectives, the Investment Policy allows only certain fixed income securities, requires diversification in the portfolio composition, and imposes maturity limitations.

Proposed Changes to Investment Policy

The investment policy is reviewed by Finance staff every 3-5 years. Finance staff is proposing changes to the Investment Policy to modernize language, clarify requirements, and to better

align the City's Policy with A.R.S, peer cities and Government Finance Officers' Association (GFOA) best practices. Proposed changes would also enhance diversification and yield.

Attached is a redline version of the Policy showing the proposed changes. Most of the proposed changes are to modernize language and/or clarify existing Policy requirements. The material changes proposed for Council consideration are as follows:

Section 7.0 Authorized and Suitable Investments:

- Add language to allow investment in Corporate Bonds, rated AA or equivalent with a maximum maturity of 2 years.
- Add language to allow investment in Municipal Bonds within Arizona, rated AA or equivalent with a maximum maturity of 5 years.
- Increase maturity limitation for fully insured and collateralized CDs at banks and savings institutions doing business in Arizona from 6 months to 18 months.

Justification: Expanding the authorized and suitable investments will enhance the portfolio diversification, align the City's permitted investments with A.R.S , other peer cities and best practices.

Section 9.0 Portfolio Diversification and Maturities:

- Add language to limit maximum total holdings of Corporate Bonds to 35% with no more than 5% with one issuer.
- Add language to limit maximum total holdings of Municipal Bonds within Arizona to 25% with no more than 5% with one issuer.
- Increase the overall portfolio's weighted average maturity (WAM) from 1 year to 3 years.

Justification: Adding maximum holdings limits for Corporate Bonds and Municipal Bonds will ensure that the portfolio is not overly invested in such securities. Extending the WAM will enhance portfolio diversification and yield. The City's peer cities have maturity limitations of 3 to 5 years.

Previous Actions:

There are no previous actions for this item.

Options:

Council may select the following options:

- A:** Accept the proposed changes and adopt the Investment policy as amended.
- B:** Not accept the proposed changes and not adopt the amended Investment policy

Staff's Recommendation:

Discussion and action to review and accept the proposed changes to the Investment Policy as presented.

Fiscal Analysis:

It is anticipated that the proposed changes expanding the authorized investments and average maturity of the portfolio will provide additional investment opportunities which could result in increased investment earnings.

Narrative:

The City's investment policy adopted by City Council guides the investment activities of the City. This policy is reviewed by Finance staff periodically to ensure the policy continues to meet the City's objectives for investing public funds. Staff is recommending changes to the Investment Policy to better align the City's Policy with A.R.S, other peer cities and GFOA best practices.

Many of the proposed changes to the Policy are housekeeping in nature, i.e. modernizes language and clarifies existing policy requirements. The material changes proposed are as follows:

1. Allow investment in AA rated Corporate Bonds with maximum maturity of 3 years and AA rated Municipal Bonds within Arizona with maximum maturity of 5 years
2. Limit the total holdings of Corporate Bonds to 35% and that of Municipal Bonds to 25%.
3. Increase overall portfolio weighted average maturity from 1 year to 3 years.

These changes to the investment policy are expected to allow staff and the City's Investment Advisor to more effectively manage the City's investments which would result in enhancing portfolio diversification and investment earnings.

Exhibit(s):

Investment Policy redline version

Contact:

Sonia Andrews, Finance Manager x5206

Council Communication

Page **3** of **3**

City of Peoria, Arizona
Investment and Portfolio Policies

- Policy 1.0 Policy:
- It is the policy of the City of Peoria to invest public funds with maximum security in a manner which will provide the highest reasonable investment return while meeting the daily cash flow demands of the City and conforming to all applicable State and Local statutes governing the investment of public funds.
- Scope 2.0 Scope:
- This investment policy applies to all financial assets and funds held by the City of Peoria. These funds are accounted for in the City of Peoria, Arizona, Comprehensive Annual Financial Report and include:
- 2.1 Funds:
- 2.1.1 General Funds
 - 2.1.2 Special Revenue Funds
 - 2.1.3 Capital Project Funds
 - 2.1.4 Enterprise Funds
 - 2.1.5 Debt Service Funds
 - 2.1.6 Trust and Agency Funds
 - 2.1.7 Any new funds created by the City, unless specifically exempted.
- Objectives 3.0 Objectives:
- The primary objective, in priority order, of the City of Peoria investment activities shall be:
- Safety 3.1 Safety. Safety of principal is the foremost objective of the City of Peoria. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

- Liquidity
- 3.2 Liquidity. The City of Peoria investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. ~~The liquidity requirements will be based on regularly updated cash flow analysis.~~
- 3.3 Diversification. To attain the City’s objectives, diversification is required in the portfolio composition. Diversification of the portfolio will include diversification by investment type, issuer, maturity and market sector and will include the use of a number of broker/dealers for competitive market coverage. ~~Competitive bidding will be used on each sale and purchase.~~
- Yield
- 3.4 Yield. The City of Peoria investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's very strict risk constraints and based on regularly updated cash flow characteristics of the portfolio.

Comment [s1]: Bidding requirements moved to section 8.4

Authority 4.0 Delegation of Authority:

- ~~4.1 The Chief Financial Officer (CFO) is designated as the Investment Officer of the City and is responsible for investment decisions and activities, under the direction of the City Manager of City funds in accordance with Arizona Revised Statutes (A.R.S) Title 35-321 through 35-329 and with this Investment Policy. The CFO may delegate the authority to invest City funds to additional City personnel. The Deputy Director of Management Services, Revenue Manager, Treasury Manager and Accountant are hereby designated Deputy Investment Officers.~~
- ~~4.1—Subject to required procurement procedures, the City may engage the support services of one or more external investment advisers for the management of the City’s investment portfolio. External investment advisors shall comply with A.R.S. and this Investment Policy. —contracted by the City serve as designated Investment Officers. All designated Officers will comply with provisions of the Policy. Investment advisory firms must be registered with the~~

Securities and Exchange Commission (SEC) and licensed by the State of Arizona.

4.2

4.24.3 The Chief Financial Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this Policy. These written procedures are to be reviewed and verified annually. The procedures should include the following areas: safekeeping procedures, Public Security Association Master Repurchase Agreements, wire transfer agreements, trade document initialization and retention requirements, collateral/deposit agreements, and banking service and supplemental banking contracts.

~~4.3. No officer or adviser may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Chief Financial Officer and approved by the City Manager.~~

Comment [s2]: Provision included in section 4.1

4.4 ~~4.4~~ The Chief Financial Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of ~~subordinate officials~~ all employees and investment advisors involved in the investment process.

Prudence 5.0 Prudence:

5.1 The standard of prudence to be used by all Investment Officers shall be the "prudent person" standard and shall be applied in the context of management of the overall portfolio. The "prudent person" standard states that: *Investments shall be made with judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.*

5.2 The Investment Officer and employees, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally liable for a specific security's credit risk or market price changes, provided that any deviations are

reported in a timely manner and that appropriate action is taken to control adverse developments.

- 5.3 The Investment Officers and employees involved in the investment process shall adhere to the conflict of interest laws set forth in A.R.S. Title 38-501 through 38-511 and shall refrain from personal business activity that could conflict with the proper execution of the investment program or could impair their judgment to make impartial investment decisions. Any material business relationship with financial institutions or counter-parties shall be disclosed to the City Manager. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Internal
Control

6.0 Internal Controls:

All written administrative and internal controls will be reviewed annually with the independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes or imprudent actions of employees of the City of Peoria or investment counter-parties.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, prudent investment of its assets, disbursement of payments in accordance with invoice terms and the management of banking services.

Authorized
Investments

7.0 Authorized and Suitable Investments:

City funds may be invested in:

- 7.1 Obligations of the United States Government, its agencies and instrumentalities with a maximum maturity of five years;
- 7.2 Fully insured or collateralized certificates of deposit and other evidence of deposit at banks and savings institutions doing

- business within Arizona with a maximum maturity of ~~six~~ eighteen (18) months;
- 7.3 Banker's Acceptances eligible as collateral for borrowing from the Federal Reserve, of U.S. banks whose short-term obligations are rated Aa or better by two nationally recognized rating agencies, and with a maximum maturity of 180 days;
- 7.4 Commercial paper rated A-1/P-1 or the equivalent by two nationally recognized rating firms and with a maximum maturity of 270 days;
- 7.5 Repurchase agreements, whose underlying collateral consist of securities in section 7.1 of this Policy and executed with an Arizona bank or primary dealer, under the provisions of and with a maximum maturity not to exceed 90 days, with the exception of flexible repurchase agreements associated with specific bond proceeds which shall be limited to the final draw date of forecasted cashflow expenses. of five years;
- 7.6 SEC registered money market funds whose portfolios are limited to the foregoing authorized securities; ~~and~~
- 7.7 The State of Arizona's Local Government Investment Pool;
- 7.8 Corporate bonds, debentures and notes that are denominated in United States dollars. The debt must be rated at least "AA" by Standard and Poor's, or "Aa" by Moody's Investor Service, or equivalent rating by a nationally recognized rating agency at the time of purchase with a maximum maturity of two years; and
- 7.9 Bonds, or other evidence of indebtedness of this state or any of the counties or incorporated cities, towns or duly organized school districts which carry a minimum "AA" rating by Standard and Poor's, or "Aa" by Moody's Investor Service, or equivalent rating by a nationally recognized rating agency at the time of purchase. Maturities for these obligations shall not exceed five years.

If the credit rating of a security is subsequently downgraded below the minimum rating requirement, the Investment Officer shall evaluate the

downgrade on a case-by-case basis and determine whether the security should be held or sold.

7.8 — Competitive Bidding Requirement:

~~All securities, including certificates of deposit, will be purchased or sold after a minimum of two (2) offers/bids are taken to verify that the City is receiving fair market value/price for the investment.~~

Comment [s3]: Moved to section 8.4

Authorized Dealers 8.0 ~~—~~ Authorized Financial Dealers, Investment Advisors and Institutions:

8.1 The City shall maintain a list of qualified financial dealers and institutions, including full information on the firm and broker and annual financial statements, authorized to provide investment services. Banks and savings banks shall provide their most recent Consolidated Report of Condition ("call" report) on a quarterly basis. Broker/Dealer firms must meet the following minimum criteria:

- i. Be registered with the Securities and Exchange Commission (SEC)
- ii. Be registered with the state pursuant to Arizona Revised Statutes Title 44-3101.
- iii. Be registered with the Financial Industry Regulatory Authority (FINRA)
- iv. Provide most recent audited financials
- v. Provide FINRA Focus Report filings

At a minimum, the City shall conduct an annual evaluation of each firm and each bank's creditworthiness to determine whether it should be on the "Qualified Institution" listing.

8.2 Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Banks, as primary dealers or, meet certain other criteria as set forth by the City.

8.3 If the City uses an external investment advisor, the investment advisor is authorized to transact with its own approved brokers/dealers on behalf of the City. The investment advisor will perform periodic due diligence review of brokers/dealers on its Approved List. Upon request, the investment advisor will provide the Approved Broker/Dealer List to the City.

8.4 Competitive Bidding Requirement. All securities, including certificates of deposit, will be purchased or sold after obtaining competitive bids or offers from a minimum of three (3) separate broker/financial institutions or through the use of a nationally recognized trading platform to verify that the City is receiving fair market value/price for the investment.

Maturities 9.0 Portfolio Diversification and Maturities:

9.1 The City will diversify its investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk inherent in over-investing in specific instruments, individual institutions or maturities. It is the policy of the City to diversify its investment portfolio by security type and institution in accordance with the following diversification limitations:

<u>Security Type</u>	<u>Max. Percent of Portfolio</u>
U.S. Treasury Obligations	80%
U.S. Agency Obligations	80%
With one agency	40%
U.S. Instrumentality Obligations	80%
 With one instrumentality	40%

<u>Security Type</u>	<u>Max. Percent of Portfolio</u>
Certificates of Deposit	20%
With one financial institution	10%
Bankers Acceptances	20%
Commercial Paper	35%
With one issuer	10%
Repurchase Agreements	75%
With one counter-party	20%*
Money Market Funds	35%
Arizona Investment Pool	35%
Corporate Indebtedness	35%
 With one issuer	5%
Obligations of the State of AZ and its political subdivisions	25%
 With one issuer	5%

* Excluding bond funds in which a flex repurchase agreement is utilized for the entire bond issue's proceeds.

- 9.2 The Investment Officer will attempt to match investment maturities to known or projected cash flow requirements. If not matched to a specific cash flow requirement, funds will be invested with an emphasis on liquidity until such time as an expenditure date can be determined. Core funds with no anticipated cash requirements may be invested without regard to liquidity.
- 9.3 To control risks of liquidity, a minimum of 35 percent of the total portfolio shall be invested in permitted investments with a maturity of one year or less.
- 9.4 The Investment Officer will insure that no more than 20 percent of the investment portfolio may be invested for a period greater than three years.

Maximum

Maturities _____ 9.5 The dollar-weighted average maturity (WAM) of the City's overall portfolio shall not exceed ~~one (1)~~ three (3) years.

9.6 Maximum maturities allowed for specific security types are listed under section 7.0 Authorized and Suitable Investments.

~~9.6 The performance benchmark for evaluating the performance and measuring the risk of the City's investment portfolio shall be the one-year Treasury Bill yield for the same period which closely matches the portfolio's projected average maturity and reflects the portfolio's target composition.~~

Safekeeping 10.0 Safekeeping and Collateralization:

- 10.1 All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment basis (DVP).
- 10.2 A City-approved independent third-party custodian shall be designated to hold all securities and collateral. The third-party custodian shall ~~issue an original~~ provide monthly safekeeping ~~statements receipt~~ to the City listing the specific instrument, rate,

maturity, and other pertinent information; and the receipt statement shall indicate ~~that whether~~ the security is owned by, or pledged to, the City of Peoria.

- 10.3 Collateralization will be required on two types of investments: Certificates of Deposit and Repurchase Agreements.
- 10.4 In order to anticipate market changes and provide a level of security for all funds, the acceptable collateralization level of certificates of deposit shall be that which is established and enforced by the State of Arizona Banking Commission. This level is currently 110 percent. For repurchase agreements, the collateralization level will be 102 percent of the market value of principal and accrued interest. All collateral on repurchase agreements shall be priced daily. The bank or counterparty will be responsible for monitoring and maintaining the margin requirements at all times.

Reporting 11.0 Reporting and Performance Evaluation:
and
Performance ~~11.0~~ Performance Evaluation:
Evaluation

Formatted: Underline

- 11.1 The Investment Officer shall submit quarterly and annual reports to the City Manager and City Council showing the make-up of the investment portfolio and return for the period. The report should also containing sufficient information to permit an informed outside reader to evaluate the compliance of the investment program with this policy ~~the performance of the investment program~~. Internal investment reports will be produced on a monthly basis.
- 11.2 The Investment Officer shall maintain complete and accurate reports on daily investment transactions and shall prepare monthly reports to be retained in the Finance Department. Reports are to include inventory reports, transaction reports and performance reports.
- 11.3 ~~The Investment Officer shall include a report on investment activity and returns in the City's Comprehensive Annual Financial Report including information required by GASB Statements 3, 31 and 40 which report safekeeping and collateral risk, fair value~~

~~calculations and security market risks respectively. The City shall comply with Generally Accepted Accounting Principals (GAAP). The accounting principles include pronouncements issued by the Government Accounting Standards Board (GASB), and the American Institute of Certified Public Accountants (AICPA).~~

~~11.4 The performance benchmark for evaluating the performance and measuring the risk of the City's investment portfolio shall be the one year Treasury Bill yield for the same period which closely matches the portfolio's projected average maturity and reflects the portfolio's target composition. The investment portfolio is expected to obtain a market average rate of return during a stable interest rate environment. Carefully selected and appropriate benchmarks shall be established to use as a reference for evaluation of the portfolio's return goals and risk tolerance.~~

12.0 Investment Policy Adoption:

The City's investment policy shall be adopted by resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and any significant or material modifications thereto must be approved by the City Council and reflected on the approving resolution.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: February 25, 2015

Council Meeting Date: March 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. 2015-25

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.

Culver's
Cactus Properties of Mesa, LLC
EASEMENT FOR STORMWATER DRAINAGE
Maricopa County Recording No. 20150119628
(Project No. R140070/ Deed15-005)

NWC Deer Valley Road/83rd Avenue

Peoria Kia Parking Lot Expansion
Presly Investments, LLC
EASTMENT FOR STORMWATER DRAINAGE
Maricopa County Recording No. 20150138001
(Project No. R140011A/ Deed 15-006)

17431 N. 91st Avenue

Resolution No. 2015-25
Acceptance of Deeds and Easements
March 17, 2015
Page: 2

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 March.

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: 11C

Date Prepared: March 2, 2015

Council Meeting Date: March 17, 2015

TO: Honorable Mayor and Council

FROM: Stephen M. Kemp, City Attorney

THROUGH: Melinda A. Bird, Assistant City Attorney

SUBJECT: City of Peoria v. Larry & Jeff Limited Partnership, et al., Release of Non-Vehicular Access Easement

Purpose:

This is a request for City Council to approve a Resolution authorizing the release of a Non-Vehicular Access Easement in the form attached hereto. This action will result in the release of a 1 foot non-vehicular access easement on real property the City is required to convey to Defendants (as defined in the Third Amended Settlement Agreement) by the Settlement Agreement substantively approved by the City Council on December 4, 2012 in the Maricopa County Superior Court cases identified as *City of Peoria v. Larry & Jeff Limited Partnership, et al.*, CV2008-070442; *Larry & Jeff Limited Partnership, 7823 N. 27th Avenue, Inc. v. City of Peoria and FNF Construction, Inc.*, CV2009-031728, and *FFF, L.L.C. v. City of Peoria, et al.*, CV2010-003935.

Background/Summary:

The City and Larry and Jeff LP have been involved in litigation as part of the Thunderbird Road Improvement Project ("Project"). The City filed an eminent domain action against Larry & Jeff LP in order to acquire the property needed for the Project, and Larry & Jeff LP (and related entities) filed claims against the City for inverse condemnation, trespass, conversion and destruction of property relating to the Project and the construction work thereon.

The parties reached a Settlement Agreement which was presented to the City Council for approval on December 4, 2012. The Settlement Agreement was approved by the City Council and resolved all outstanding disputes between the City and the other parties pertaining to the Project, including the land acquisition needed for the Project. The execution of the Release of Non-Vehicular Access Easement that is now presented to the City Council for approval will release the 1 foot non-vehicular access easement on the property the City is required by the Settlement Agreement to convey to Defendants.

It is my recommendation that the Mayor and Council approve the proposed Release of Non-Vehicular Access Easement in this matter.

Previous Actions:

The parties participated in mediation in an attempt to resolve the above matters, and a Settlement Agreement was reached between the parties that was presented to and passed by the City Council.

Options:

A: Approve the Release of Non-Vehicular Access Easement and the City will be in compliance with the terms of the Settlement Agreement.

B: Disapprove the Release of Non-Vehicular Access Easement and the City will be in breach of the Settlement Agreement and the City's eminent domain action and the related lawsuits against the City will continue in litigation.

Staff's Recommendation:

Approve the Release of Non-Vehicular Access Easement.

Fiscal Analysis:

There are no costs associated with the Release of Non-Vehicular Access Easement.

Narrative:

The Release of Non-Vehicular Access Easement is required by the Settlement Agreement and is the result of a long-term successful mediation process that limited the exposure of the City to damages and very costly litigation.

Exhibits:

Exhibit 1: Release of Non-Vehicular Access Easement

Exhibit 2: Map depicting the property and 1 foot vehicular non-access easement

Exhibit 3: Third Amended Settlement Agreement

Exhibit 4: Proposed Resolution with attachments:
Release of Non-Vehicular Access Easement
Legal Description Exhibit "A"

Contact Name and Number: Stephen M. Kemp, City Attorney (623) 773-7321

When recorded, return to:

Office of the City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

RELEASE OF NON-VEHICULAR ACCESS EASEMENT

The undersigned, City of Peoria, an Arizona municipal corporation ("City"), is the beneficiary of a Non-Vehicular Access Easement (the "Easement") over and affecting the real property described on Exhibit "A" attached (the "Property"), which Easement is located along the western one (1) foot (the "Easement Area") of the Property (along the boundary of the Property which, according to the Plat, has a length of 156.70 feet). Said Easement arises out of, and was dedicated and created by and pursuant to, that certain Amended Final Plat for Mack, Arrowhead Phases 1, 2 & 3 (the "Plat"), a copy of which Plat was recorded with the Maricopa County, Arizona Recorder on September 17, 2007 at Recorder's Instrument No. 2007-1027707, Book of Maps 948, Page 18. Subject to the reservations below, City's interests comprising the Easement are hereby released (the "Release").

All of the following interests are reserved to City and excluded from the Release:

Any and all interests in the Easement Area that the Plat or any related zoning case, plat, lot split or other land use regulatory requirements may require to be dedicated to City;

Any open space or similar easement or covenant in favor of City that may already have been imposed on the Easement Area prior to the recordation of this instrument, if any;

An easement for all existing utilities, if any; and

Such rights and interests, if any, as are required to be reserved by A.R.S. Sec. 28-7210 and A.R.S. Sec. 28-7215.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON PAGE FOLLOWING]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 3, AMENDED FINAL PLAT FOR MACK, ARROWHEAD PHASES 1, 2, 3, recorded in Book 948 of Maps, Page 18, in the office of the Maricopa County Recorder, Maricopa County, Arizona

PHOENIX 53630-1 198648v1

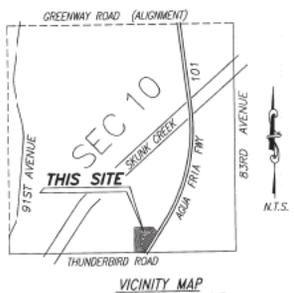
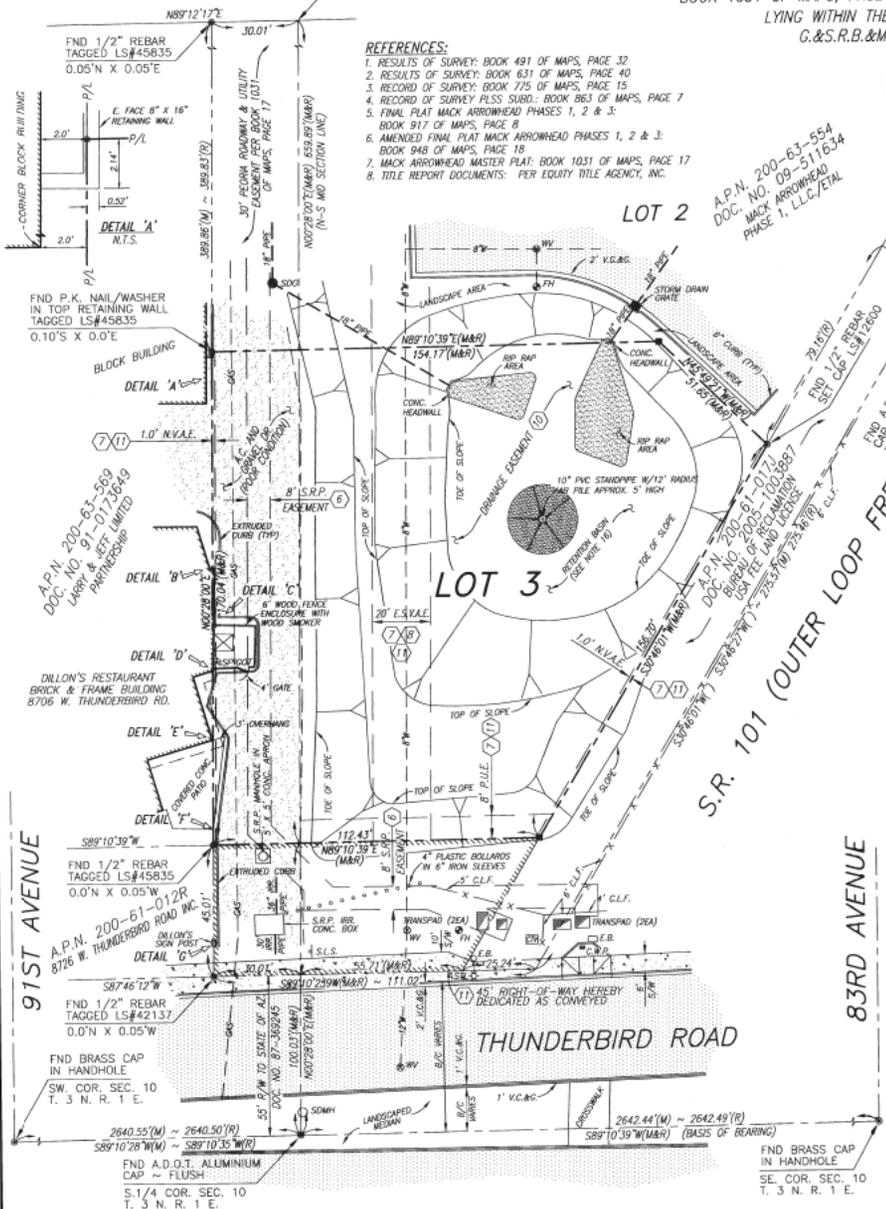
A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

BOOK 1156 PAGE 28
 OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2013-0724582
 10:37 AM

LEGAL DESCRIPTION:
 (A.P.N. 200-63-555)
 LOT 3, MACK ARROWHEAD MASTER PLAT, ACCORDING TO THE PLAT OF
 AMERICAN TITLE INSURANCE COMPANY, ESCROW / TITLE NO. 99067515,
 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA
 COUNTY, ARIZONA, RECORDED IN BOOK 1031 OF MAPS, PAGE 17.

OF
 LOT 3, MACK ARROWHEAD MASTER PLAT,
 BOOK 1031 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.
 LYING WITHIN THE S. 1/2, SEC. 10, T.-3N., R.-1E.,
 G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA.

- REFERENCES:**
1. RESULTS OF SURVEY: BOOK 491 OF MAPS, PAGE 32
 2. RESULTS OF SURVEY: BOOK 631 OF MAPS, PAGE 40
 3. RECORD OF SURVEY: BOOK 775 OF MAPS, PAGE 15
 4. RECORD OF SURVEY PLUS SUBD.: BOOK 863 OF MAPS, PAGE 7
 5. FINAL PLAT MACK ARROWHEAD PHASES 1, 2 & 3:
 BOOK 917 OF MAPS, PAGE 8
 6. AMENDED FINAL PLAT MACK ARROWHEAD PHASES 1, 2 & 3:
 BOOK 948 OF MAPS, PAGE 18
 7. MACK ARROWHEAD MASTER PLAT: BOOK 1031 OF MAPS, PAGE 17
 8. TITLE REPORT DOCUMENTS: PER EQUITY TITLE AGENCY, INC.



BASIS OF BEARING:
 THE SOUTH LINE (CENTER LINE THUNDERBIRD RD.) OF THE SE. 1/4, SEC. 10,
 T.-3N., R.-1E., G.&S.R.B.&M., AS S 89°10'39" W., PER MACK ARROWHEAD
 MASTER PLAT, ACCORDING TO BOOK 1031 OF MAPS, PAGE 17, RECORDS OF
 MARICOPA COUNTY, ARIZONA.

AREA:
 26,597 +/- SQUARE FEET
 0.611 +/- ACRES GROSS

ZONING:
 CITY OF PEORIA: PAD

- LEGEND**
- CENTER LINE
 - PROPERTY LINE
 - RIGHT OF WAY
 - EASEMENT LINE
 - GAS - GAS LINE
 - WATER LINE
 - R/W RIGHT OF WAY
 - B/C BACK OF CURB
 - S/W SIDEWALK
 - V.C.&G. VERTICAL CURB & GUTTER
 - C.L.F. CHAIN LINK FENCE
 - IRR. IRRIGATION
 - CONC. CONCRETE
 - DOC. DOCKET
 - NO. NUMBER
 - N.V.A.E. NON-VEHICULAR ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
- E.S.V.A.E. EMERGENCY & SERVICE VEHICULAR ACCESS EASEMENT**
- WHY FIRE HYDRANT
 - SDG STORMDRAIN GRATE
 - E.B. ELECTRIC BOX
 - S.P. STREET LIGHT
 - S.L.S. SPEED LIMIT SIGN
 - TRANSPOD TRANSFORMER PAD
 - TV CABLE TV BOX
 - SCH. SCHEDULE "B" ITEM
 - A.P.N. ASSESSOR'S PARCEL NUMBER
 - M. MEASURED DATA
 - R. FOUND DATA
 - FOUND MONUMENT AS NOTED
 - SET 1/2" REBAR WITH CAP MARKED LS#12600



- GENERAL NOTES:**
1. SURVEY SHOWN HEREON WAS DONE WITH THE BENEFIT OF A TITLE REPORT FROM EQUITY TITLE AGENCY, INC. ISSUED HEREON FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ESCROW / TITLE NO. 99067515, DATED JULY 3, 2013.
 2. WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCIDENT THERETO, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS, THIS EXCEPTION IS NOT LIMITED BY REASON OF THE DISCLOSURE OF ANY MATTER RELATING TO WATER RIGHTS AS MAY BE SET FORTH ELSEWHERE IN SCHEDULE B.
 3. RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
 4. THE LIABILITIES, OBLIGATIONS AND BURDENS IMPOSED UPON SAID LAND BY REASON OF INCLUSION WITHIN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND AGRICULTURAL IMPROVEMENT DISTRICTS.
 5. SURVEY PLATTED HEREON DOES NOT PURPORT TO VERIFY OWNERSHIP OR ANY ACTION THAT MAY BE TAKEN BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY TO ACQUIRE PROPERTY OR RIGHTS OF WAY FOR FLOOD CONTROL AS DISCLOSED BY INSTRUMENT RECORDED IN DOCUMENT NO. 98-040262, 98-0708622 AND 2000-0103 899.
 6. EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT: RECORDED IN DOCUMENT NO. 2007-0207684, PURPOSE POWER DISTRIBUTION.
 7. EASEMENTS, RESTRICTIONS, RESERVATIONS, SET BACK LINES AND CONDITIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION RECORDED IN BOOK 917 OF MAPS, PAGE 8 AND AMENDED IN BOOK 948 OF MAPS, PAGE 18.
 8. THE MATTER(S) SET FORTH IN THAT CERTAIN AGREEMENT REGARDING ACCEPTANCE OF LAND USE CONDITIONS AND WAIVER OF RIGHTS AND REMEDIES RECORDED IN DOCUMENT NO. 2007-057625.
 9. THE MATTER(S) SET FORTH IN THAT CERTAIN AGREEMENT REGARDING ACCEPTANCE OF LAND USE CONDITIONS AND WAIVER OF RIGHTS AND REMEDIES RECORDED IN DOCUMENT NO. 2007-1209481.
 10. THE MATTER(S) SET FORTH IN THAT CERTAIN DRAINAGE EASEMENT RECORDED IN DOCUMENT NO. 2008-1062218.
 11. EASEMENTS, RESTRICTIONS, RESERVATIONS, SET BACK LINES AND CONDITIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION RECORDED IN BOOK 917 OF MAPS, PAGE 8 AND IN BOOK 948 OF MAPS, PAGE 18 AND BOOK 1031 OF MAPS, PAGE 17.
 12. THE MATTER(S) SET FORTH IN THAT CERTAIN AGREEMENT REGARDING ACCEPTANCE OF LAND USE CONDITIONS AND WAIVER OF RIGHTS AND REMEDIES RECORDED IN DOCUMENT NO. 2010-0116191.
13. ALL BEARINGS AND DISTANCES RESULT FROM ACTUAL FIELD MEASUREMENTS.
14. EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES, IF ANY, MUST BE DETERMINED IN THE FIELD.
15. SEE DETAILS "A" TO "G" FOR ENCROACHMENTS ALONG WEST PROPERTY LINE.
16. NO VISIBLE DROWELLS.

SURVEYOR'S CERTIFICATION:
 TO: CITY OF PEORIA AND
 LARRY AND JEFF LTD PARTNERSHIP AND
 EQUITY TITLE AGENCY, INC. AND
 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 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2005 AND INCLUDES ITEMS (AS LISTED BELOW) OF TABLE "A" THEREOF, PURSUANT TO THE ACCURACY STANDARDS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

TABLE "A" ITEMS: 1, 4, 6, 7 NO-BUILDINGS, R. 11a, 13, 14, 16, 18, 20a

MADE H. SHAFFER RLS#12600

K-WEST SURVEYING, INC.
 MADE H. SHAFFER, RLS# 12600 ~ P.O. BOX 508, AVONDALE, AZ 85323-0170
 OFFICE: (623)536-8248 ~ CELL: (602)320-2333 ~ FAX: (623)536-8247
 E-MAIL: kwestsurveying@cox.net

A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

LOT 3, MACK ARROWHEAD MASTER PLAT,
 BOOK 1031 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.
 LYING WITHIN THE S. 1/2, SEC. 10, T.-3N., R.-1E.,
 G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA.

FOR: CITY OF PEORIA / LARRY AND JEFF LTD PARTNERSHIP

DRAWN BY: W.H.S. JOB NO. DATE SCALE SHEET
 13/1423/003 07/13 1"=20' 1 OF 1

CHECKED BY: R.G.A.

Third Amended Settlement Agreement

This Third Amended Settlement Agreement ("Agreement") is entered into by and between Larry & Jeff Limited Partnership, 7823 N. 27th Avenue, Inc. and FFF, L.L.C., an Arizona limited liability company (collectively referred to hereinafter as "Defendants"); the City of Peoria, an Arizona municipal corporation (the "City"); FNF Construction, Inc., an Arizona corporation ("FNF Construction"); and the Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the state of Arizona ("SRP"). The Defendants, the City, FNF Construction, and SRP shall be referred to collectively herein as the "Settling Parties."

In consideration of the agreements of one another set forth herein, the Settling Parties agree:

1. Defendants shall retain the funds previously withdrawn from the Clerk of the Court.
2. Upon completion of the construction obligations the City has agreed to assume herein, the City shall convey Lot 3, Mack Arrowhead, to Defendants by means of special warranty deed. Prior to commencing construction, the City shall obtain and provide to Defendants an ALTA survey of Lot 3.
3. After preparation and approval of the required plans and specifications for the work to be completed by the City and for the Lot 3 construction work to be completed by Defendants, the City, as illustrated in green on the attached Exhibit A, shall construct an underground piping system that will convey all of Mack's drainage from its current discharge point(s) on the north side of Lot 3 to the SRP Structure (the "City's Underground Storm Water Drainage Facilities"). The City shall ensure that the City's Underground Storm Water Drainage Facilities are designed to accommodate the storm water from the Lot 3 storm water collection system, which system is depicted in blue on Exhibit A and is to be designed and constructed by Defendants. Each party to this Agreement shall provide the other with a copy of the final and approved plans and specifications for its respective portion of the construction work prior to the City's commencement of construction of the City's Underground Storm Water Drainage Facilities. The City's Underground Storm Water Drainage Facilities shall be located in the far north end of Lot 3 and the far west end of Lot 3, as can be accommodated without conflicting with existing utilities, within an easement the City shall retain over and under those portions of Lot 3 that are needed to enable the City to maintain and/or replace the City's Underground Storm Water Drainage Facilities. The City shall remain directly obligated to Mack for Mack's drainage, and shall obtain an amendment to the existing Mack Drainage Easement so as to allow for the construction and maintenance of the City's Underground Storm Water Drainage Facilities. The City shall complete construction of the City's Underground Storm Water Drainage Facilities described in preceding sentence within 45 weeks

after the City's approval of the plans that will be submitted by Defendants for construction of the parking on and within Lot 3.

4. Upon completion of construction of the City's Storm Water Drainage Facilities, the City shall fill, compact and grade Lot 3 in accordance with plans and specifications to be provided by Defendants, but approved by the City. The City and Defendants will equally share (50/50) the cost for a 3rd party engineer (Speedie & Associates) who will confirm that the grading and compaction as undertaken by the City has been completed as per the approved plans and specifications. Prior to the City's commencement of the filling, compacting and grading work, Defendants and the City will deposit 50% of estimated fee for the 3rd party engineer into an escrow account that will be established in order to ensure payment to said engineer. FNF Construction has paid Defendants \$5,000 as its share of compensation for the costs associated with construction of the proposed parking lot on Lot 3.
5. The City will lower the grade of the manhole (identified on Exhibit A as "MH to be Adjusted") that currently interferes with access to Lot 3.
6. In conjunction with the City's conveyance of Lot 3 pursuant to paragraph 2 above, the City shall also convey an access easement to Defendants over the 30 foot north/south easement (the "Ludlow Connector") that the City obtained from Mack in conjunction with Mack's dedication of Lot 3 to the City, subject to the provisions on the plat. Defendants will be responsible for construction and maintenance of any improvements needed with regard to the Ludlow Connector.
7. In order to facilitate the Defendants' use of the access easement described in the preceding paragraph, SRP shall design the relocation and physically move the existing switching box currently located at the north end of the easement. The switching box shall be relocated to the position indicated on the attached Exhibit B, within the existing Public Utility Easement as originally designated on the Master Plat for Mack Arrowhead. The City and Defendants shall pay the fixed sum of \$46,000 to SRP for the work necessary to move the switching box (each side paying \$23,000 each). All of the design and relocation work shall be completed by SRP within 21 business days (subject to any delays that are beyond the control of SRP) from the date on which SRP receives the full payment from the City and Defendants. Neither the City nor the Defendants shall be liable for the other party's monetary contribution. In the event Defendants undertake to utilize the 30 foot wide Ludlow Connector as a secondary access route, Defendants will be responsible for designing, obtaining City approval of their plans and specifications, and constructing the driveway improvements thereon.
8. As consideration for the obligations of the parties described hereinabove, Defendants shall dismiss with prejudice the lawsuits currently pending in

Maricopa County Superior Court and identified as FFF, LLC v. City of Peoria; FNF Construction, Inc., CV2010-003935; and Larry & Jeff Limited Partnership and 7823 N. 27th Avenue, Inc. v. City of Peoria and FNF Construction, Inc., CV2009-031728. In addition, the Defendants shall release, waive and discharge the City, Mack, SRP and FNF Construction from any and all claims related to the condemnation action, the use of Defendants' property during construction of Thunderbird Road Improvement Project and all damages related to past flooding or storm water drainage problems, and any other claims that the Defendants may have against the other parties to this Agreement. Providing the Agreement is approved by SRP and the City Council, the City shall withdraw its pending Motion for Partial Summary Judgment and Application for Fees. Pending final approval the parties shall enter into a stipulation pursuant to which they request that Judge Padilla extend the deadlines required for Defendants' responses to the City's pending Motion of Partial Summary Judgment and Application for Attorneys' Fees.

9. The Defendants proposed parking lot plans for Lot 3 are for a "stand-alone" project. The City shall process said plans for Lot 3 without requiring any modifications to the existing improvements on Defendants' adjacent (Dillon's) property.
10. This entire Agreement, including the Ludlow easement, is transferable in the event of a sale of Lot 3 by the Defendants.
11. The substantive terms of this Agreement were approved by the City Council of the City of Peoria at its regularly scheduled meeting on December 4, 2012.

DATED this 5th day of June, 2013.

DICKINSON WRIGHT/MARISCAL WEEKS

By: 

James T. Braselton
2901 N. Central Ave., Ste. 200
Phoenix, Arizona 85012-2705
Attorneys for Plaintiff City of Peoria

By: 

Andrew Granger
City of Peoria, Engineering Director

Maricopa County Superior Court and identified as FFF, LLC v. City of Peoria; FNF Construction, Inc., CV2010-003935; and Larry & Jeff Limited Partnership and 7823 N. 27th Avenue, Inc. v. City of Peoria and FNF Construction, Inc., CV2009-031728. In addition, the Defendants shall release, waive and discharge the City, Mack, SRP and FNF Construction from any and all claims related to the condemnation action, the use of Defendants' property during construction of Thunderbird Road Improvement Project and all damages related to past flooding or storm water drainage problems, and any other claims that the Defendants may have against the other parties to this Agreement. Providing the Agreement is approved by SRP and the City Council, the City shall withdraw its pending Motion for Partial Summary Judgment and Application for Fees. Pending final approval the parties shall enter into a stipulation pursuant to which they request that Judge Padilla extend the deadlines required for Defendants' responses to the City's pending Motion of Partial Summary Judgment and Application for Attorneys' Fees.

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11. The substantive terms of this Agreement were approved by the City Council of the City of Peoria at its regularly scheduled meeting on December 4, 2012.

DATED this _____ day of _____, 2013.

DICKINSON WRIGHT/MARISCAL WEEKS

By: _____
James T. Braselton
2901 N. Central Ave., Ste. 200
Phoenix, Arizona 85012-2705
Attorneys for Plaintiff City of Peoria

By: 
Andrew Granger
City of Peoria, Engineering Director

ATTEST:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk



APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

ZEITLIN & ZEITLIN

By: _____

Dale S. Zeitlin
5050 N. 40th Street, Ste. 330
Phoenix, Arizona 85018
Attorneys for Defendants Larry & Jeff
Limited Partnership and 7823 N. 27th Avenue, Inc.

By: _____

Larry Fait, Partner

THE DOYLE FIRM

By: _____

D. Andrew Bell
1313 E. Osborn Road, Suite 220
Phoenix, Arizona 85014
Attorneys for Defendants FNF Construction and
City of Peoria

JENNINGS, STROUSS & SALMON, P.L.C.

By: _____

Eric Gere
1 E. Washington Street, Suite 1900
Phoenix, Arizona 85004
Attorneys for Defendant Salt River Project

ATTEST:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk



APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

ZEITLIN & ZEITLIN

By:

[Redacted]
Dale S. Zeitlin
5050 N. 40th Street, Ste 330
Phoenix, Arizona 85018
Attorneys for Defendants Larry & Jeff
Limited Partnership and 7823 N. 27th Avenue, Inc.

By:

[Redacted]
Larry Falt, Partner

THE DOYLE FIRM

By:

D. Andrew Bell
1313 E. Osborn Road, Suite 220
Phoenix, Arizona 85014
Attorneys for Defendants FNF Construction and
City of Peoria

JENNINGS, STROUSS & SALMON, P.L.C.

By:

Eric Gere
1 E. Washington Street, Suite 1900
Phoenix, Arizona 85004
Attorneys for Defendant Salt River Project

ATTEST:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk



APPROVED AS TO FORM:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

ZEITLIN & ZEITLIN

By: _____
Dale S. Zeitlin
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Larry Fait, Partner

THE DOYLE FIRM

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Phoenix, Arizona 85014
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City of Peoria

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Eric Gere
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Attorneys for Defendant Salt River Project

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

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By: _____
Larry Fait, Partner

THE DOYLE FIRM

By: _____
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City of Peoria

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Eric Gere
1 E. Washington Street, Suite 1900
Phoenix, Arizona 85004
Attorneys for Defendant Salt River Project

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

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By: _____
Dale S. Zeitlin
5050 N. 40th Street, Ste. 330
Phoenix, Arizona 85018
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Limited Partnership and 7823 N. 27th Avenue, Inc.

By: _____
Larry Fait, Partner

THE DOYLE FIRM

By: _____
D. Andrew Bell
1313 E. Osborn Road, Suite 220
Phoenix, Arizona 85014
Attorneys for Defendants FNF Construction and
City of Peoria

JENNINGS, STROUSS & SALMON, P.L.C.

By: _____
Eric Gere
1 E. Washington Street, Suite 1900
Phoenix, Arizona 85004
Attorneys for Defendant Salt River Project

EXHIBIT A

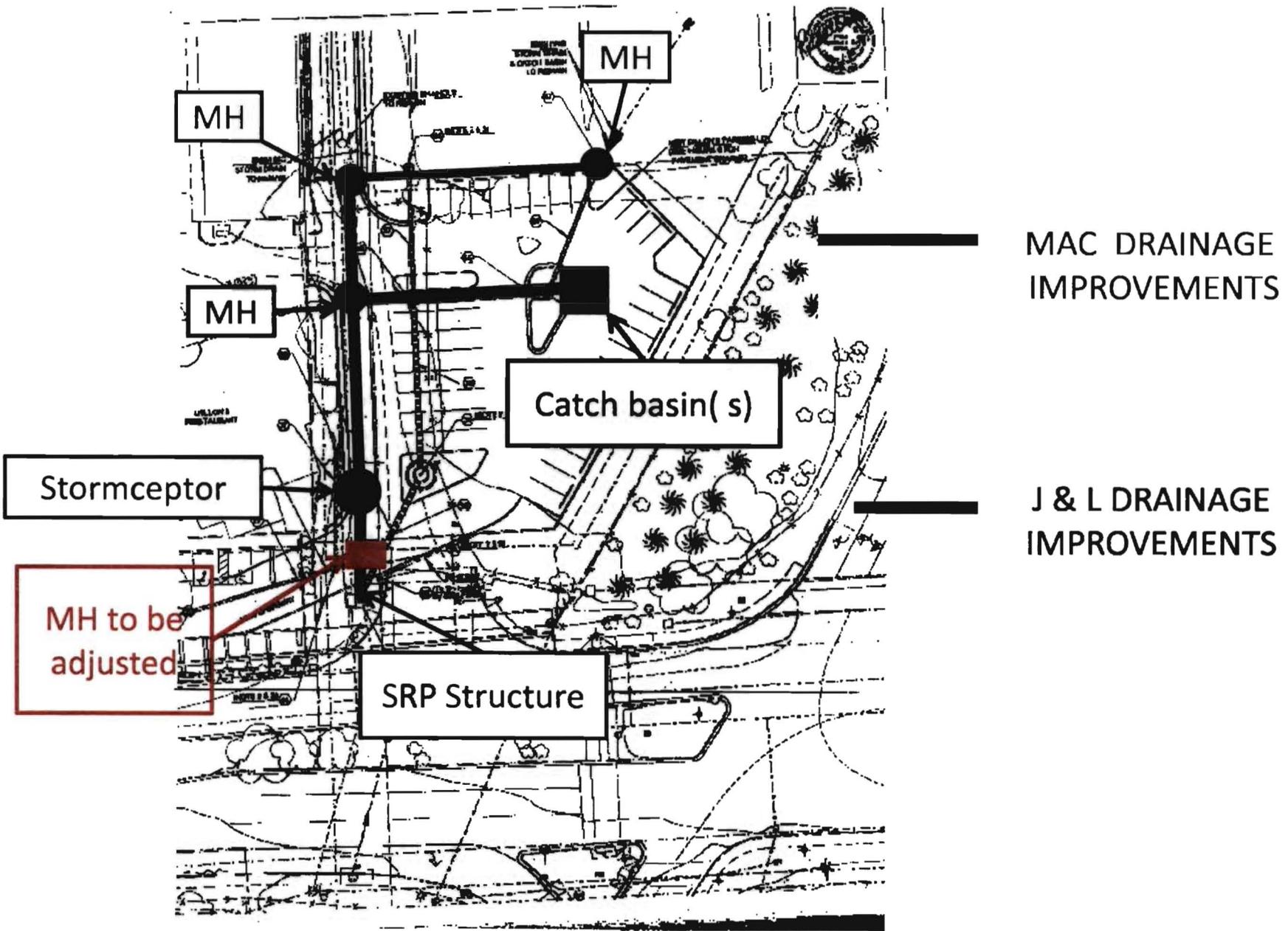


EXHIBIT B

RESOLUTION NO. 2015-24

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT A CERTAIN NON-VEHICULAR ACCESS EASEMENT DEDICATED TO THE CITY TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY NON-VEHICULAR ACCESS EASEMENT BE DISCLAIMED AND ABANDONED AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER THE CITY'S DISCLAIMER OF THE NON-VEHICULAR ACCESS EASEMENT AS SET FORTH HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 23-73 of the Peoria City Code, (1992), the City Council of the City of Peoria is vested with the power to determine and find that certain easements may no longer be necessary to the City and should be disclaimed by the City; and

WHEREAS, pursuant to Section 23-73 of the Peoria City Code (1992), the City is vested with the power to disclaim any interest in such easements in exchange for the dedication of other rights of way, easements and interests in real property desired by the City; and

WHEREAS, the Mayor and Council find and determine that that certain non-vehicular easement located in the City of Peoria, Maricopa County, Arizona as more specifically set forth on the Release and legal description attached as Exhibit "A" to this Resolution should be disclaimed and is no longer needed by the City.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1.

That Mayor and Council find and determine that the Non-Vehicular Easement as more specifically set forth on Exhibit "A" attached to this resolution be and is hereby declared to be unnecessary to the City and that the City Manager of the City or his

designee be and is hereby authorized to execute all documents necessary to disclaim interest in the Easement and to record such document with the Maricopa County Recorder's Office.

SECTION 2.

That City Manager or his designee in exchange for the disclaimer of such Easement be and are hereby authorized to execute such documents necessary for the City to receive rights of way, easements and interests in real property in exchange for such disclaimer

SECTION 3.

That the City Engineer is directed to prepare and provide legal descriptions for such easements, rights of way and interests in land for public utilities as may be deemed appropriate across the described property.

SECTION 4. EFFECTIVE DATE

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

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

AYES:

NAYS:

Cathy Carlat, Mayor

RES. 2015-24
Release of Non-Vehicular Access Easement
March 17, 2015
Page 3 of 3

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

When recorded, return to:

Office of the City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

RELEASE OF NON-VEHICULAR ACCESS EASEMENT

The undersigned, City of Peoria, an Arizona municipal corporation ("City"), is the beneficiary of a Non-Vehicular Access Easement (the "Easement") over and affecting the real property described on Exhibit "A" attached (the "Property"), which Easement is located along the western one (1) foot (the "Easement Area") of the Property (along the boundary of the Property which, according to the Plat, has a length of 156.70 feet). Said Easement arises out of, and was dedicated and created by and pursuant to, that certain Amended Final Plat for Mack, Arrowhead Phases 1, 2 & 3 (the "Plat"), a copy of which Plat was recorded with the Maricopa County, Arizona Recorder on September 17, 2007 at Recorder's Instrument No. 2007-1027707, Book of Maps 948, Page 18. Subject to the reservations below, City's interests comprising the Easement are hereby released (the "Release").

All of the following interests are reserved to City and excluded from the Release:

Any and all interests in the Easement Area that the Plat or any related zoning case, plat, lot split or other land use regulatory requirements may require to be dedicated to City;

Any open space or similar easement or covenant in favor of City that may already have been imposed on the Easement Area prior to the recordation of this instrument, if any;

An easement for all existing utilities, if any; and

Such rights and interests, if any, as are required to be reserved by A.R.S. Sec. 28-7210 and A.R.S. Sec. 28-7215.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON PAGE FOLLOWING]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 3, AMENDED FINAL PLAT FOR MACK, ARROWHEAD PHASES 1, 2, 3, recorded in Book 948 of Maps, Page 18, in the office of the Maricopa County Recorder, Maricopa County, Arizona

PHOENIX 53630-1 198648v1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: February 11, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Saddlehorn Ranch, 95th Avenue & Happy Valley Road (Project No. R140061)

Purpose:

This is a request for City Council to approve a Final Plat of Saddlehorn Ranch, located on 95th Avenue north of Happy Valley Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water\sewer service area. This final plat creates a total of 4 new lots. All necessary easements and rights-of-way are being dedicated with this final plat.

Previous Actions:

There have been no previous actions.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

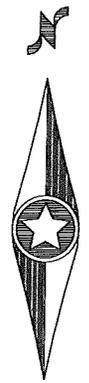
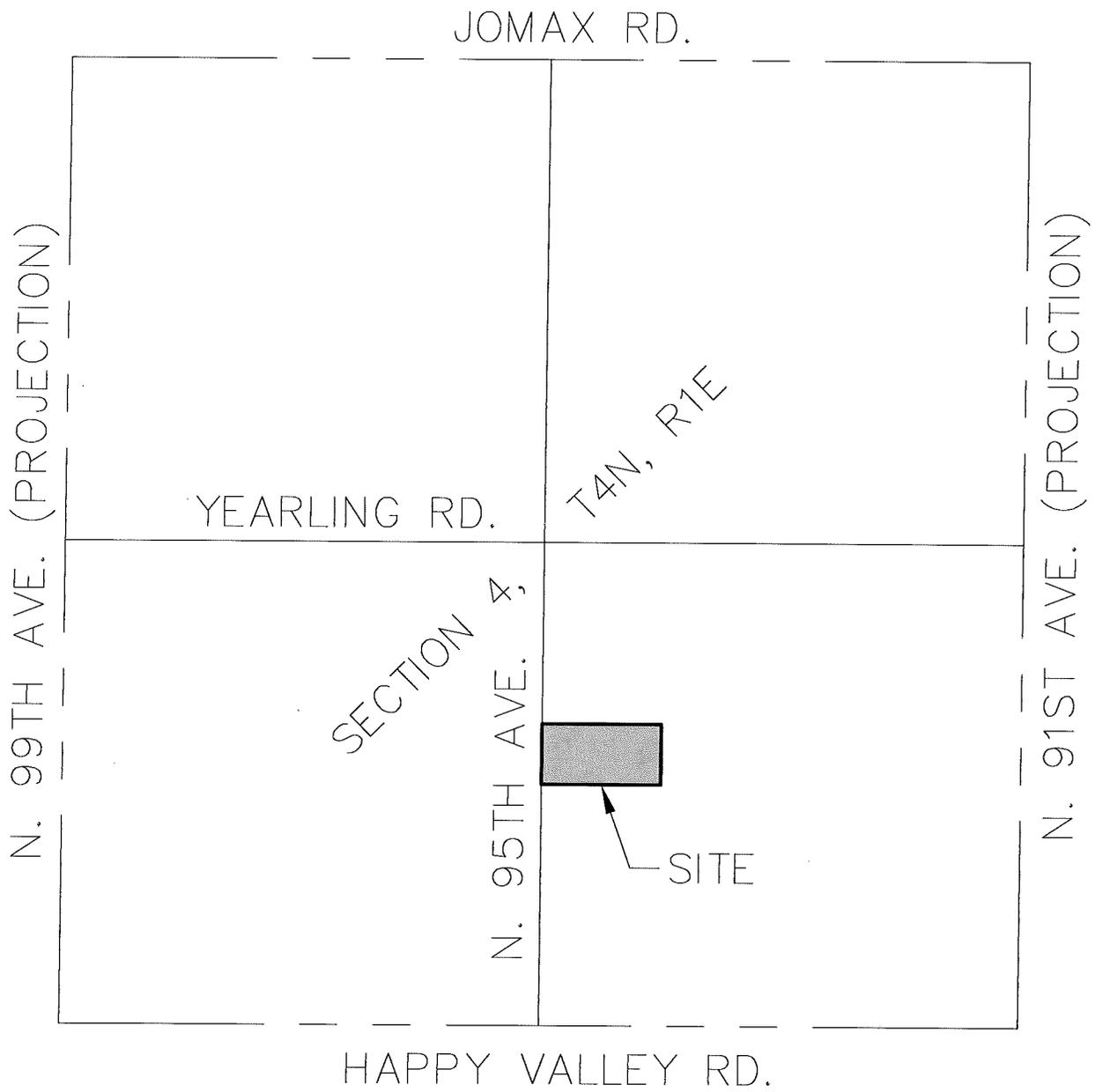
Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577



VICINITY MAP
NTS

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: February 17, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Coyote Hills, 71st Avenue alignment & Hatfield Road (Project No. R140068)

Purpose:

This is a request for City Council to approve a Final Plat of Coyote Hills, located on Hatfield Road and the 71st Avenue alignment, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water\sewer service area. This final plat creates a total of 4 new lots. All necessary easements are being dedicated with this plat.

Previous Actions:

The preliminary plat was reviewed by the City and completed in July 2013 and no changes were made to the proposed Final Plat.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

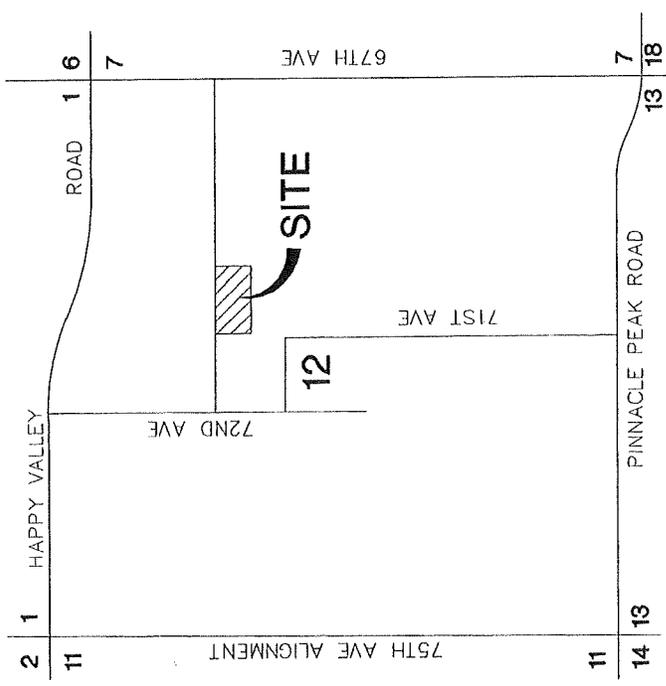
Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577



VICINITY MAP
NOT TO SCALE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

Bowman
CONSULTING

14100 North 83rd Avenue Ste 250
Peoria, Arizona 85381
Phone: (480) 629-8630
www.bowmanconsulting.com

COYOTE HILLS

PEORIA, ARIZONA

EXHIBIT 1: VICINITY MAP

JOB #	050076
DATE	NOV 2014
SCALE	N.T.S.
DRAWN	CW
SHT	1 OF 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14R

Date Prepared: March 03, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager
FROM: Brent Mattingly, Finance Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Public Hearing: Off-Track Wagering License Renewal – American Greyhound Racing

Purpose:

The Mayor and Council are required to hold a public hearing regarding the Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria.

Background/Summary:

Daniel Luciano, Agent for American Greyhound Racing, has applied for an Off-Track Wagering License Renewal for Gallagher's of Peoria, 6750 W. Peoria Avenue. The public hearing notice was posted for at least ten days and no comments were received during the posting period. The license renewal application was reviewed according to State law and all Departments recommend approval.

Off-Track Wagering is sanctioned gambling on horse racing or dog racing outside a race track.

City Code Section 11-178 provides for the granting of a one-year license, commencing on March 18, 2015 and ending on March 17, 2016.

Previous Actions:

In March 2014, the Mayor and Council recommended approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria.

Options:

A: Recommend approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria.

B: Recommend denial to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona Racing Commission for the Off-Track Wagering License Renewal for American Greyhound Racing to telecast at Gallagher's of Peoria.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: Off-Track Wagering License Renewal Application



CITY OF PEORIA OFF-TRACK WAGERING INDIVIDUAL PERMIT APPLICATION

CHECK ONE:

- ~ Owner of Principle Wagering Establishment
- Managing Agent of Principle Wagering Establishment
- Owner of Off-Track Site Facility
- Managing Agent of Off-Track Site Facility**

CHECK ONE:

- ~ Initial Application
- X Renewal**

NAME OF APPLICANT: Last Name

First Name

Middle

Luciano

Daniel

A.

OTHER NAMES USED: (Maiden)

N/A

HOME PHONE:

SOCIAL SECURITY NUMBER

DRIVER LICENSE NUMBER

STATE

Expiration Date

HEIGHT

WEIGHT

HAIR

EYES

DATE OF BIRTH

BIRTHPLACE

HOME ADDRESS: Street

City

State

Zip Code

BUSINESS NAME:

American Greyhound Racing, Inc.

BUSINESS PHONE:

602-273-7181

BUSINESS ADDRESS: Street

City

State

Zip Code

3801 E. Washington Street

Phoenix

AZ

85034

BUSINESS NAME: (PREMISES WHERE CONDUCTING OFF-TRACK WAGERING)

Gallagher's of Peoria

BUSINESS PHONE:

623-486-2118

PREMISES ADDRESS: Street

City

State

Zip Code

6750 West Peoria Avenue

Peoria

Arizona

85345

INDICATE WHERE YOU HAVE RESIDED FOR THE PAST FIVE YEARS EXCLUDING PRESENT ADDRESS

FROM:	TO:	Street	City	State	Zip Code
		N/A			
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code
FROM:	TO:	Street	City	State	Zip Code

HAVE YOU EVER BEEN DENIED, ARRESTED, INDICTED, CONVICTED, OR SUMMONED INTO COURT FOR VIOLATION OF ANY CRIMINAL LAW OR ORDINANCE (EXCLUDING MINOR TRAFFIC VIOLATIONS)?

YES NO If yes, attach full explanation.

HAVE YOU EVER POSTED BOND, BEEN ORDERED TO DEPOSIT BAIL, BEEN FINED, IMPRISONED, PLACED ON PROBATION OR FAILED TO APPEAR FOR ANY VIOLATION OF ANY LAW OR ORDINANCE?

YES NO If yes, attach full explanation. Oct. 2001 - Fined \$200 for Racing rule violation. Dropped and fine rescinded after appeal.

HAVE YOU EVER HAD ANY BUSINESS LICENSE DENIED, REVOKED, SUSPENDED, OR FINED IN THIS OR ANY OTHER STATE?

YES NO If yes, attach full explanation.

INDICATE YOUR EMPLOYMENT OR BUSINESS ENGAGED IN FOR PAST FIVE YEARS BEGINNING WITH MOST CURRENT

CURRENT EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
American Greyhound Racing	602-273-7181	Pres / GM	1992	Present
STREET ADDRESS		CITY	STATE	ZIP CODE
3801 E. Washington Street		Phoenix	AZ	85034
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE
PREVIOUS EMPLOYER:	PHONE #:	POSITION:	FROM:	TO:
STREET ADDRESS		CITY	STATE	ZIP CODE

I CERTIFY THAT THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INTENTIONAL OMISSION OR FALSIFICATION OF INFORMATION IS SUFFICIENT GROUNDS FOR DENIAL OF THE APPLICATION OR LATER REVOCATION AND SUBJECT TO PENALTY BY LAW. CHANGES MUST BE SUBMITTED AS REQUIRED BY ORDINANCE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. PLEASE INCLUDE A COPY OF THE FLOOR PLAN FOR PREMISES.

SIGNATURE OF APPLICANT



DATE 1-9-15

FOR OFFICE USE ONLY:

DATE RECEIVED:

ATTACHMENTS: _____ COUNCIL MEETING DATE:

DEPARTMENTAL REVIEW _____ CC#:

APPROVED: YES NO BUS. LICENSE/SALES TAX #:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: March 3, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Job Order Approval and Expenditure Authority, Jokake Construction, Peoria Sports Complex Phase 3 Improvements, 83rd Avenue & Stadium Way (Solicitation No. P14-0034(A), Project No. CS00022, ACON#58813)

Purpose:

This is a request for the City Council to a) approve an individual job order to Jokake Construction in an amount estimated not to exceed \$2,500,000 for the phase three portion of the stadium improvements at the Peoria Sports Complex, b) authorize the expenditure of an additional \$1,100,000 for future improvement job orders and city incurred expenses, and c) authorize the City Manager to execute any applicable agreement documents for the project funding previously approved by Council on November 25, 2015. These individual job order approvals will utilize the City of Peoria General Building and Park, Trail, and Landscape Construction Job Order Contracts.

Background/Summary:

In 2012, the City Council approved a multi-phase capital improvement project in conjunction with the Seattle Mariners and San Diego Padres that would update both teams' clubhouses and improve the fan experience in the stadium. The first phase, construction of the clubhouse improvements, was completed for Spring Training 2014. The second phase of stadium improvements was completed for Spring Training 2015. A third phase of stadium improvements, to be completed for Spring Training 2016, was presented to and approved by the Council in November 2014.

In the November 25th City Council meeting, staff presented for the Council's consideration a third phase of stadium improvements that entailed an Interactive Kids' Zone and a new 3rd Base Fixed Seating and Event Space. These improvements were identified as important to the San Diego Padres and Seattle Mariners respectively, but required additional funding and time to complete. Staff identified \$3.6M of savings in other capital improvement projects to fund the additional improvements.

The new 3rd Base Fixed Seating and Event Space was designed in anticipation of construction for Spring Training 2015, but was removed from the contractor's scope when construction bids clarified the improvement's final cost. Because the design was already complete, this improvement was re-bundled for permitting and re-bidding in March 2015 with an anticipated construction start of April 6th, the first week following the close of Spring Training. If awarded in this timeframe, the improvements can be completed in time for the start of Arizona Fall League in October 2015.

Concurrent with the submission of this Council action, staff are finalizing a job order to Jokake Construction, the contractor that completed the recent new building and renovation improvements in the stadium. Jokake Construction has a multi-year job order contracting agreement with the City of Peoria that permits individual job orders up to \$3M in size.

Staff are also in the early programming phase of the Interactive Kids' Zone amenity, anticipating the selection of a design and job order contracting team by late Spring. It is anticipated that the design and bidding of this improvement will occur during the Council's summer recess, therefore staff is requesting expenditure authority of the balance of the \$3.6M budget and authorization for the City Manager to execute any applicable agreement documents related thereto. This amenity's construction period is anticipated to start early Fall 2015 and be completed by the start of Spring Training 2016.

The \$3.6M capital improvement program budget for this phase of improvements includes allocations for design and contractor professional services, construction; City procured IT cabling and equipment, furnishings, fixtures, and equipment (FF&E), permitting and development fees, and appropriately sized contingencies for application to any of the above project components. All of these expenditures will utilize existing City of Peoria agreements, cooperative purchase agreements, or small dollar purchases in accordance with established procurement policy.

Previous Actions:

Previous Council actions pertaining to a third phase of Sports Complex improvements include:

November 25, 2014	Budget adjustment and authorization of \$3.6M of Funding for Interactive Kid Zone and new 3 rd Base Fixed Seating and Event Space
-------------------	--

Future Actions:

There are no anticipated future actions required of the City Council for these improvements. If approved, the award of job order agreements can occur expediently upon finalization, maximizing the time available to construct the improvements.

Options:

- A:** Approve a job order to Jokake Construction in an amount estimated not to exceed \$2,500,000 for the phase three portion of the stadium improvements at the Peoria Sports Complex; authorize the expenditure of an additional \$1,100,000 for future improvement job orders and city incurred expenses; and authorize the City Manager to execute any applicable agreement documents related thereto.

- B:** Deny the award of the job order to Jokake Construction or the expenditure authority. The ability of staff to move the projects forward into design and construction will be compromised. The amount of construction which can be completed prior to Spring Training 2016 will be adversely impacted.

Staff's Recommendation:

Staff recommends that Council approve a job order to Jokake Construction in an amount estimated not to exceed \$2,500,000 for the phase three portion of the stadium improvements at the Peoria Sports Complex. In addition, staff recommends the authorization of the expenditure of the additional \$1,100,000 for future improvement job orders and city incurred expenses and authorizing the City Manager to execute any applicable agreement documents related thereto.

Fiscal Analysis:

Funding up to \$3,600,000 for this and future awards and the related city paid project expenses is available in the 2015 Capital Improvement Program in the Proposed General Obligation Bonds, Sports Complex Improvements Building Improvements account (4251-4251-540500-CIPPK-CS00022).

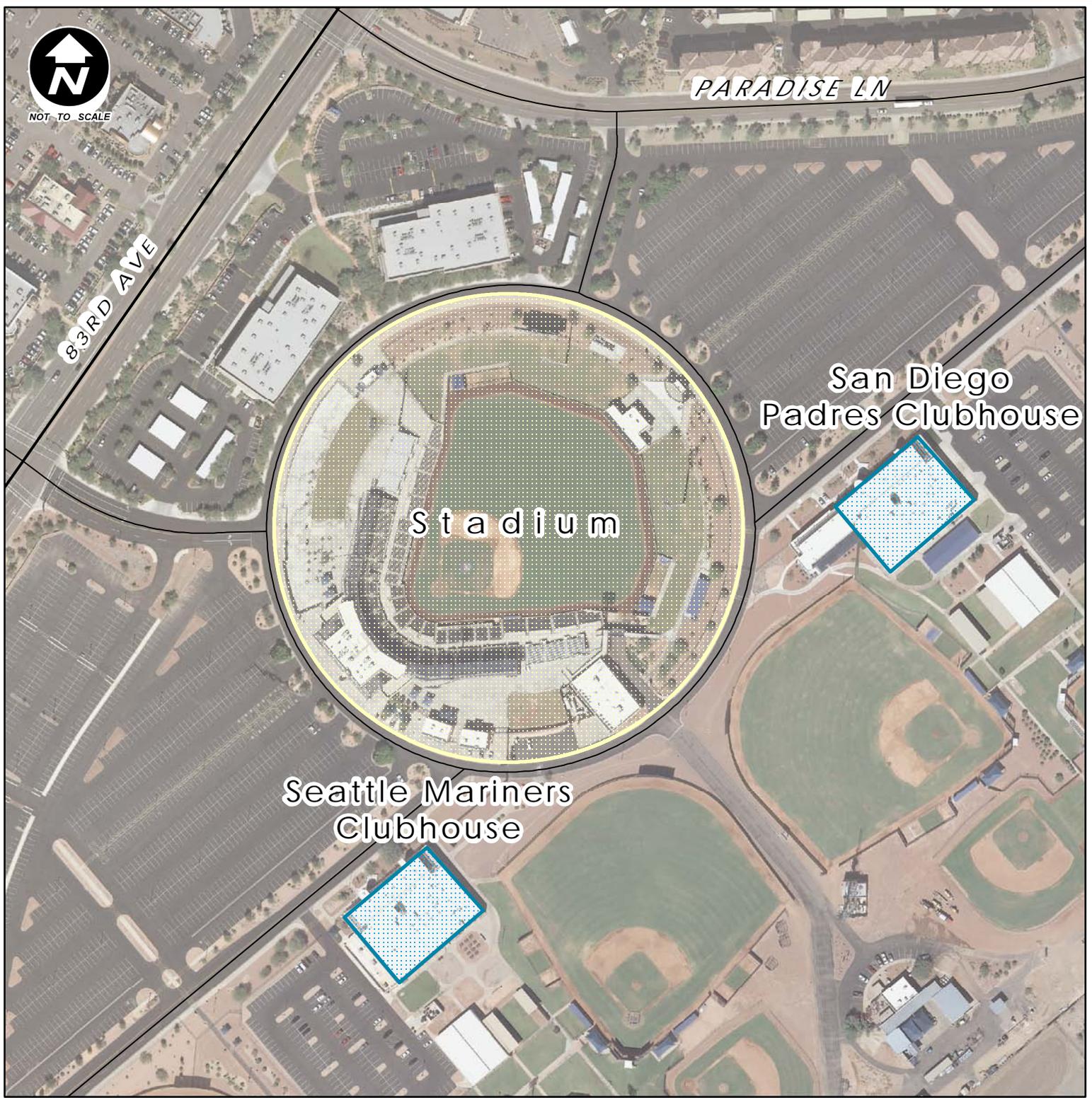
Narrative:

N/A

Exhibits:

- Exhibit 1: Location Map
- Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721



City of Peoria
Peoria Sports Complex
Improvements
Location Map



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



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND



Sports Complex
Improvements
83rd Ave & Paradise Ln



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



VICINITY MAP

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16R

Date Prepared: March 9, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager

FROM: Lisa Estrada, Economic Efficiency and Sustainability Manager

THROUGH: Susan Daluddung, Deputy City Manager
Jeff Tyne, Deputy City Manager

SUBJECT: 2015 Mid-Decennial Special Census

Purpose:

This is a request for City Council to authorize city staff to initiate and conduct a mid-decennial census in the fall of 2015.

Background/Summary:

Peoria has experienced significant growth since the last census was completed in 2010. The population figures from the census are used to calculate Peoria's share of state-shared revenue distributions, which are a key source of revenues for the city. Because of the growth that has occurred in Peoria since 2010 and the simultaneous reduction in the number of vacant homes since that time, Peoria's population as a percentage of the total state population has likely increased, which means Peoria's share of state-shared revenues also should be higher.

The 2010 Census recorded the City of Peoria's population as 154,065. This was performed during the recession and, as a result, several cities showed higher vacancy rates and a lower population. Mid-decade projections show the City of Peoria's population estimated at 163,682. Conducting a mid-decennial special census to reflect this increase could generate approximately \$1.5 million per year for five years based on the current distribution of Sales Tax and Income Tax, the two largest state shared revenue distributions. Not proceeding with a special census could result in a loss of approximately \$290,000 per year for five years. The differential between the two options is approximately \$1,790,000 to the City.

The City obtained a cost estimate for a special census from the U.S. Census Bureau at \$2,953,643. Of this amount, \$1,094,131 would be paid to the U.S. Census Bureau and \$1,829,512 will be held by the City to pay local persons who will work on the Special Census, and the remaining \$30,000 will be utilized for extensive public education outreach and recruitment. Based on these numbers, the expected break-even point would be less than two years.

It should be noted that if the City chooses to participate in a Mid-decennial census according to the Peoria City Charter, Article II, Section 2, the Council will be required to modify district boundaries to substantially equalize the population of each for the next regular election (2018).

Additionally, this spring, the U.S. Census Bureau will also be conducting a census test of their instruments and methodology which will include a small portion of the northern part of the City.

The U.S. Census Bureau has requested a response from the City by mid-March in order to ensure that the information is processed in a timely manner for the fall special census.

Previous Actions:

N/A

Options:

A: Council authorizes a mid-decennial special census, a budget amendment and the use of General Fund reserves in the amount of \$2,953,643.

B: Council does not approve proceeding with a mid-decennial special census.

Staff's Recommendation:

Staff recommends the Council to approve the mid-decennial special census and to approve the Memorandum of Agreement (MOA) outlining the terms and conditions with the U.S. Census Bureau. Also, staff recommends approval of a budget amendment and the use of reserves in the amount of \$2,953,643 from General Fund contingency account 1000-0300-570000 to Non-Departmental Other Professional Services account 1000-0300-520099.

Fiscal Analysis:

State shared revenue distributions make up approximately 31 percent of the City's General Fund revenues, making this a very important source of revenue for the city. Conducting a special census is expected to generate over \$1.5 million in additional revenue per year for five years from the state shared revenues beginning in FY2017. By not proceeding with the special census, the City may lose up to \$290,000 per year in state shared revenues to the General Fund. The differential between the two options impacts the City by approximately \$1.79 million per year. In addition to the increase in financial income to the City, other added benefits of conducting a mid-decennial census is the creation of local jobs and five years of updated population data for planning purposes.

The cost estimate from the U.S. Census Bureau is \$2,953,643. The estimated breakeven point is approximately 1.6 years and the estimated net return over the five years is over \$6.0 million. Additionally, the cost for redistricting is estimated at \$150,000 which will be requested when needed prior to the next election cycle.

Narrative:

If City Council approves staff recommendation, the City will initiate the process by signing the MOA (Mayor's signature) and the fund transmittal to the U.S. Census Bureau in the amount of \$1,094,131 and \$1,829,512 will be held by the City to pay local persons who will work on the Special Census.

Exhibit(s):

Exhibit 1:

Exhibit 2:

Contact Name and Number: Lisa Estrada (623) 773-7684

Memorandum of Agreement
Through Which
The City of Peoria, Maricopa & Yavapai Counties, Arizona
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **31061**

1) Parties and Scope

This document establishes an agreement between the **City of Peoria, Maricopa & Yavapai Counties, Arizona** (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the “Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated ‘Official Census Statistics’. These statistics may be used in the manner provided by applicable law.”

3) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at *the Governmental Unit’s facility* is subject to prior approval by the Census Bureau’s Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:
 - i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.
 - ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
 - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.
 - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- (a) the entire area of a governmental unit is included in the special census,
- (b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- (c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and

(d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:
- i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
 - ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
 - iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.
 - iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for

those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

- v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.
 - (1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be **\$1,829,512**. The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.
 - (2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
 - (3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.
- vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
 - (1) administrative and technical work performed by headquarters and regional personnel;
 - (2) printing and preparation of enumeration questionnaires and related materials;
 - (3) map preparation;
 - (4) tabulation expenses;
 - (5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - (6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of **163,682** the estimated cost for these services is **\$1,094,131**. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.
- vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal

to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.

- c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

5) Transfer of Funds

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

6) Contacts

Mr. Michael A. Hall
Chief, Special Census Branch
U.S. Census Bureau
4600 Silver Hill Road
Field Division
Special Census Branch
5H023
Washington, D.C. 20233
301-763-1429
301-763-4851
Michael.a.hall@census.gov

City of Peoria
Attn: Ms. Susan J. Daluddung
8401 W Monroe Street
Peoria, AZ 85345
623-773-5160
623-773-7309 Fax
susan.daluddung@peoriaaz.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **February 25, 2017**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** day's written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9) Termination Cost

If the **City of Peoria** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT

BY:

NAME: DATE:
TITLE:
AGENCY:

FOR THE CENSUS BUREAU

BY:

Timothy P. Olson DATE:
Chief, Field Division
Bureau of the Census

Joanne Crane DATE:
Associate Director for Administration
and Chief Financial Officer
Bureau of the Census



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 Council Calendar

Color Key:
City Council

< March	April 2015					May >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 Special City Council Meeting & Study Session Regular City Council Meeting	8	9	10	11
12	13	14	15	16	17	18
19	20	21 Special City Council Meeting & Study Session Regular City Council Meeting	22	23	24	25
26	27	28	29	30		

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: CMR 18A

Date Prepared: January 26, 2015

Council Meeting Date: March 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 - **Recap**

Summary:

The 2015 Arizona Chinese Lantern Festival, sponsored by the not-for-profit Universal Cultural Organization (UCO), was held at Rio Vista Community Park February 19-22 and February 26 – March 1.

The festival was a celebration and cultural exchange, sharing the culture of the East through art, entertainment, food, and education.

In addition to the beautifully-illuminated, richly-colored, silk Chinese lanterns the Festival featured 90 specialized performers, 60 cultural demonstrators, 20 vendor booths, 150 event volunteers and a total spectator attendance of 18,000 visitors.

This presentation will include the Peoria Channel 11 video production of the event (3:36 mins).

Exhibit(s): None

Contact Name and Number: John Sefton, (623) 773-7135

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: CMR 18B

Date Prepared: February 26, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager
FROM: John R. Sefton, Jr., Community Services Director
THROUGH: Jeff Tyne, Deputy City Manger
SUBJECT: 39th Annual Dolly Sanchez Memorial Easter Egg Hunts

SUMMARY:

The City of Peoria invites the community to enjoy the 39th Annual Dolly Sanchez Memorial Easter Egg Hunts on Saturday, April 4, 2015 from 8:00 a.m. to Noon.

The Easter Egg Hunts were initiated in 1976 by Dolly Sanchez, who was a member of the Peoria Community Action Program and Parks and Recreation Board. The Sanchez family continues to be an integral part of the Easter Egg Hunts and the Peoria community.

Cottontail Lane and Bunny Land will be open for all people to participate in carnival games and arts & crafts activities. Fun Meadows will be where children can enjoy the petting zoo, take a train ride, and jump on inflatables. Families can also participate in the Scavenger Hunt from 8:00 a.m. - 11:00 a.m.

Mr. and Mrs. Bunny will be on-hand to start the candy hunts and take pictures. Candy hunt times are:

- Age 1 - 8:20 a.m.
- Age 2 - 8:45 a.m.
- Age 3 - 9:10 a.m.
- Age 4 - 9:30 a.m.
- Age 5 - 9:50 a.m.
- Age 6 - 10:10 a.m.
- Age 7 & 8 - 10:25 a.m.
- Age 9 & 10 - 10:40 a.m.
- Individuals with disabilities (all ages) – 11:00am

Gates open at 8am at Peoria Sports Complex, located at 16101 N. 83rd Ave just south of Bell Rd. Parking and admission is free with a donation of canned food to benefit St. Mary's Westside Food Bank Alliance. Food and beverage concessions will be available for purchase. For more information call 623-773-7137 or visit us on the web at www.peoriaaz.gov/specialevents.

Exhibit(s): Easter Flyer

Contact Name and Number: Matt Kalcevich, 623-773-7133

Dolly Sanchez

39TH MEMORIAL

Easter Egg Hunt

April 4th • 8 am - 12 pm

Peoria Sports Complex, 16101 N. 83rd Ave, Peoria 85382

CANDY HUNTS

8:20 a.m.	Age 1
8:45 a.m.	Age 2
9:10 a.m.	Age 3
9:30 a.m.	Age 4
9:50 a.m.	Age 5
10:10 a.m.	Age 6
10:25 a.m.	Age 7-8
10:40 a.m.	Age 9-10
11:00 a.m.	Individuals with Disabilities

Pony & Train Rides
Carnival Games
and more FUN!

FREE
Admission
& Parking

Please bring canned food to benefit
St. Mary's Food Bank Alliance, Westside



City of Peoria

For more information, call 623.773.7137 or visit

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: CMR 18C

Date Prepared: March 5, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager
FROM: John R. Sefton Jr., Community Services Director
THROUGH: Jeff Tyne, Deputy City Manger
SUBJECT: P83 Party

Summary:

The Community Services Department is proud to announce the 2015 “P83 Party” to be held on Saturday, March 21. This event, now in its sixth year, continues to grow in popularity and participant satisfaction.

It was announced earlier that Tyler Farr (Whiskey In My Water and Redneck Crazy) was going to be the headline performer. Due to a personal conflict Tyler had to withdraw. Our partner promoter, R-Entertainment has recruited two up-and-coming country stars who you may know from “American Idol” and “The Voice”. RaeLynn has a number one hit on the country charts “God Made Girls”, and Casey James has a Top 15 country chart topper with “Crying on a Suitcase.” He is gaining national attention with his second album which is about to be released.

Event prices are \$10 for general admission tickets and \$30 for VIP seating. Children 12 and under get free general admission; and baseball fans who present any 2015 Peoria Spring Training game ticket stub will gain free general admission access to the P83 Party.

The P83 Party will take place on 83rd Avenue between Stadium Way and Mariners Way (south of Bell Road), west of the Peoria Sports Complex. Entertainment will kick off following the Spring Training game and will end at 9:00 p.m. Traffic detours will be in effect beginning at 3:00 a.m. on March 21 with all streets re-opening at 3:00 a.m. on March 22.

Exhibit: Flyer

Contact: Kelli Kincaid 623-773-7178

P83

PEORIA EIGHTY THREE

PARTY

RaeLynn



TWO GREAT ACTS - ONE LOW PRICE!

CASEY JAMES



SATURDAY • MARCH 21, 2015 • 3-9 PM

83rd Ave south of Bell Rd

Live Music, Food Trucks, Local Vendors, Beer, Wine and Spirits Garden

SPONSORED BY

\$10
General Admission

\$30
VIP

Children 12 and under
FREE
with General Admission
ONLY



Purchase tickets at n83az.com For more information call 623 773 7137

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: CMR 18D

Date Prepared: February 17, 2015

Council Meeting Date: March 17, 2015

TO: Carl Swenson, City Manager
FROM: William Mattingly, Public Works – Utilities Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Water Conservation Program Event

Summary:

On Saturday, March 21, 2015 the City of Peoria and the Arizona Municipal Water Users Association (AMWUA) will host the fifth annual Four-Miler Race and Family Fun Festival at Rio Vista Community Park. This year a 1-mile kid's fun run is being added for the first time. The race and festival will closeout the Fix-A-Leak Week, part of EPA's WaterSense program.

This 4-mile event was created to raise awareness for fixing leaks and encouraging water efficiency in our homes, landscapes and businesses. Leading the racers will be a contestant in a toilet costume, symbolizing the chase after leaks which is the main message of the Fix-A-Leak campaign. Exhibitors from various organizations will have booths geared towards finding and fixing water leaks. Participation in public events such as the Four-Miler Race and Fun Festival is one way in which the Water Conservation Program reaches out to our residents to educate them in water conservation techniques.

Exhibit(s):

Exhibit 1: One for Water 4-Miler Flyer & Registration Form

Contact Name and Number: Robin Bain, Public Works – Utilities Environmental Resources Manager and Team Captain, 623-773-7213

SCHEDULE OF EVENTS

Registration Opens	7 a.m.
Race Starts	8 a.m.
Awards Ceremony	9 a.m.
One for Water Family Fun Festival & Informational Fair	7—11 a.m.

AWARDS

The top three female and the top three male finishers in their age groups will receive pipe wrenches (to fix their leaks) and medals.

Age groups include: 10 & younger, 11-14, 15-19, 20-29, 30-39, 40-49, 50-59, and 60 and over.

PRE-RACE PACKET PICK-UP

available Friday, March 20th from
5:00 p.m. to 7:00 p.m.

at:

Sole Sports

18583 North 59th Avenue
Glendale, Arizona 85308
623.322.2495

INFORMATION

For more information or questions regarding the race or the One For Water Family Fun Festival, please contact:

Jody Latimer
623.773.7993
jody.latimer@peoriaaz.gov



The “**One for Water 4-Miler—Join the Chase!**” takes off at the City of Peoria’s Rio Vista Community Park on Saturday, March 21, 2015. The race takes advantage of the beautiful park and its facilities, and features a one-of-a-kind running toilet to lead the chase. This unusual addition to the race spotlights EPA’s Fix a Leak Week. Following the race, runners are encouraged to enjoy music, food, and hands-on leak-fixing demonstrations at the One for Water Family Fun Festival.

MAKE CHECKS PAYABLE TO:

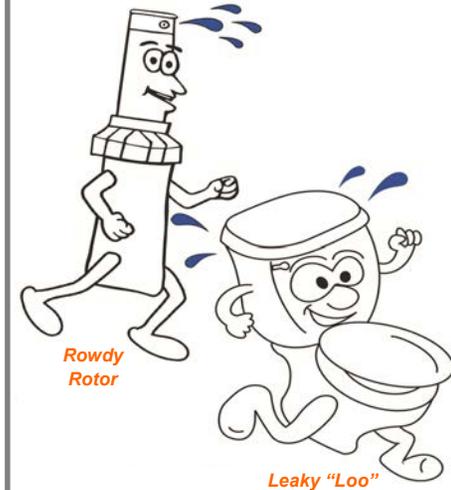
City of Peoria

Mail race registration flyers to:
City of Peoria c/o Jody Latimer
8401 West Monroe Street
Peoria, Arizona 85345

For more information, please visit
www.fixaleakweekaz.com

ONE FOR WATER 4-Miler

Join the Chase!



MARCH 21, 2015

Rio Vista Community Park
8866 West Thunderbird Road
Peoria, Arizona 85381

For more information, please visit www.fixaleakweekaz.com

One for Water 4-Miler

Please Print Legibly

The form must be filled out in its entirety.

Bib Number:	Race Day T-Shirt Size <i>Please circle below</i>	<input type="checkbox"/> \$10.00 Kids' Fun Run (10 & younger) <input type="checkbox"/> \$20.00 Adults (11 & up) until 2/28 <input type="checkbox"/> \$25.00 Adults (11 & up) starting 3/1	
This Registration <input type="checkbox"/> <i>is for a child.</i>	ADULTS: S M L XL XXL CHILDREN: S M L	<input type="checkbox"/> Cash: _____ <input type="checkbox"/> Check #: _____	
Last Name :		First Name:	
Home Address:		City:	State: Zip Code:
Date of Birth: (mm/dd/yy)	Age on Race Day:	Male: <input type="checkbox"/>	Female: <input type="checkbox"/>
E-mail Address:			
Entrant's Signature: <small>If race registrant is under age 18, a parent or guardian <u>must</u> sign.</small>		Date Signed:	

Please read and sign the waiver form. *Thank You.*

RELEASE FORM (MANDATORY); All applications MUST be signed to enter this event. NO REFUNDS OR TRANSFERS.

I/we hereby release and forever discharge the City of Peoria, an Arizona municipal corporation, its elected and appointed officials, directors, officers, boards, commissions, agents, representatives, servants, and employees, and any and all other persons, firms, or corporations who are or might be liable, from any and all claims of any kind or character which I/we have or may have against them due to my participation, or my child's participation, in a City of Peoria Recreation Program. This waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during the course of this recreation program. In that regard, I/we covenant to indemnify, defend, and hold harmless to the fullest extent permitted by laws the foregoing persons and entities from any loss or damages, including reasonable attorneys' fees and litigation expenses, which may be incurred by them in the event any such claims are asserted against them or any of them. I/we understand that medical claims are my/our responsibility. This waiver does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of the City of Peoria or its officers, employees, or agents. **There will be a \$40.00 charge for all returned checks.**

Online Registration at:

www.active.com/running/peoria-az/one-for-water-4-miler-race-join-the-chase-2015

Race registration is \$20.00 through Feb. 28, 2015. All entries mailed after that date will be \$25.00. The race registration amount includes a race t-shirt, reusable water bottle, reusable swag bag, and a snack.



Location:

The race takes place at **Rio Vista Community Park in Peoria, AZ**. The race staging area and the informational fair take place at the group ramada and BBQ pavilion area at the northeast end of the park.

Race day is Saturday, March 21, 2015.



We're chasing leaks for
Fix a Leak Week!

MINUTES OF THE VISTANCIA WEST COMMUNITY FACILITIES DISTRICT BOARD
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
December 9, 2014

A **Special Meeting** of the Vistancia West Community Facilities District Board was convened at 8401 West Monroe Street in open and public session at 7:54 p.m.

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

Board Youth Liaisons: Ian Mullane and Michael Helt.

Members Absent: Councilmember Tony Rivero.

Other Municipal Officials Present: Carl Swenson, District Manager; Susan Daluddung, Deputy District Manager; Jeff Tyne, Deputy District Manager; Steve Burg, Chief Assistant District Counsel; Rhonda Geriminsky, District Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; John Imig, Information Technology Director; Stacy Irvine, Deputy Fire Chief; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Chief Financial Officer; Roy Minter, Police Chief; John Sefton, Community Services Director; Corina Russo, Assistant to the District Manager and Linda Blas, Deputy District Clerk.

Audience: Approximately ten members of the public were present.

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

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

Chairperson Barrett asked if any Board Member wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Vice Chairperson Aames, seconded by Board Member Toma, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

CONSENT – New Business:

Clerk’s Note: The agenda item numbers shown below reflect the items as they were numbered on the agenda.

34C. **Disposition of Absence**

Approved the absence of Board Member Tony Rivero from the Special Meeting held on October 7, 2014.

35C. **Minutes**

Approved the October 7, 2014 Special Meeting minutes.

REGULAR AGENDA

New Business:

36R. **Certificate of Results, District Election**

Brent Mattingly, Chief Financial Officer, provided a brief overview of the District Bond Election held on December 2, 2014 authorizing the issuance of bonds in an amount not to exceed \$9 million, as well as a property tax levy to pay the debt service once the bonds are issued. Mr. Mattingly advised that future bond proceeds would be utilized to fund infrastructure projects within the District. Mr. Mattingly informed the Board that the election also authorized an Operations and Maintenance Tax not to exceed \$.30 per \$100 of assessed valuation that would not be implemented initially. Mr. Mattingly reported that the separate tax levy would be available for future expenses attributable to operations and maintenance.

In response to questions from the Board, Mr. Mattingly advised that the District is required to set the bond tax at a rate necessary to pay the debt service on the bonds.

Motion was made by Vice Chairperson Aames, seconded by Board Member Patena, to adopt **RES. VWCFD 2014-02** declaring the results of, and adopting a certificate of results for, the election with respect to issuance of bonds by the District and the levy of an ad valorem property tax therefore and separately the levy of a separate ad valorem property tax for operation and maintenance purposes.

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

None.

ADJOURNMENT:

Being no further business to come before the District Board, the meeting was duly adjourned at 7:57 p.m.

Cathy Carlat, Board Chairperson

ATTEST:

Rhonda Geriminsky, District Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the Vistancia Community Facilities District held on the 9th day of December, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of March, 2015.

(Seal)

Rhonda Geriminsky, District Clerk

CITY OF PEORIA, ARIZONA
VISTANCIA WEST COMMUNITY FACILITIES DISTRICT
DISTRICT COMMUNICATION

Agenda Item: 20R

Date Prepared: March 2, 2015

District Meeting Date: March 17, 2015

TO: Carl Swenson, District Manager

FROM: Brent D. Mattingly, District Treasurer

THROUGH: Jeff Tyne, Deputy District Manager

SUBJECT: Consideration and possible adoption of a Resolution authorizing the sale and issuance of General Obligation Bonds of the District, prescribing certain terms and conditions of such bonds including making certain findings, certifications and covenants with respect to such bonds; approving the form and authorizing the execution and delivery of a Placement Agreement; awarding such bonds to the purchaser thereof; delegating the determination of certain terms of such bonds and matters related thereto to the District Treasurer and authorizing the subsequent levying of an Ad Valorem property tax with respect to such bonds.

Purpose:

This is a request for the District Board to consider possible adoption of a Resolution authorizing the sale and issuance of General Obligation Bonds of the Vistancia West Community Facilities District, approving and authorizing the execution and delivery of a Placement Agreement, awarding bonds to the purchaser, and delegating certain matters related to the bonds to the District Treasurer, and authorizing the levying of an Ad Valorem property tax.

Summary:

Attached is a formal resolution for the District Board's consideration. The Resolution provides for various matters relating to the issuance of up to \$60,000 of General Obligation bonds and the levying of an Ad Valorem property tax.

The sale of this first series of bonds is consistent with the terms of the District Development, Financing Participation and Intergovernmental Agreement which was previously approved by the City Council and the District Board on August 27, 2014. The agreement includes the terms and conditions for issuance of bonds by the District. This first series of bonds will establish the ad valorem tax rate of approximately \$2.10 per \$100 of assessed valuation within the District. It is anticipated that the bond sale will be in the approximate amount of \$60,000, sold via a private placement to a qualified investor, having a taxable interest rate of not to exceed 4%, callable at any time without premium, and a term of no more than five years. The proceeds of the bonds will be used for the purposes set forth in the ballot used at the election including

paying expenses of the District. A future bond sale of approximately \$6 million is anticipated for infrastructure projects of the District as described in the Development Agreement.

Background:

On December 10, 2013 the City Council approved Ordinance No. 2013-26 rezoning approximately 360 acres to the Trilogy West Planned Area Development Zoning District in order to allow the development of a single-family residential community of approximately 1,000 homes. The amendment to the zoning was subject to a number of stipulations, one of which required the land owners to execute a Petition requesting formation of a new CFD and providing all required waivers. This unique zoning stipulation was intended to create similar property tax rates between the current homeowners residing in the “Trilogy at Vistancia” development and new homeowners that would live in the new “Trilogy West” project.

Previous Actions:

On August 27, 2014 the City Council adopted Resolution No. 2014-125 approving the formation of the Vistancia West CFD and approving the execution and delivery of a District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District).

On October 7, 2014 the Vistancia West CFD Board adopted Resolution No. 2014-01 organizing the district, approving the general plan for the district, approving and authorizing the execution and delivery of a district development, financing participation and intergovernmental agreement, approving the preparation of a future feasibility report (as required), and calling an election with respect to issuance of bonds and the levy of ad valorem property taxes for the bonds and operation and maintenance expenses.

On December 9, 2014 the District Board adopted Resolution No. 2014-02 declaring the results of, and adopting a certificate of results for, the bond and property tax election for the District.

Options:

- A:** Adopt Resolution No. 2015-01 taking action authorizing the sale and issuance of General Obligation Bonds of the District, prescribing certain terms and conditions of such bonds including making certain findings, certifications and covenants with respect to such bonds; approving the form and authorizing the execution and delivery of a Placement Agreement; awarding such bonds to the purchaser thereof; delegating the determination of certain terms of such bonds and matters related thereto to the District Treasurer and authorizing the subsequent levying of an Ad Valorem property tax with respect to such bonds.

B: Do not adopt Resolution No. 2015-01 taking action authorizing the sale and issuance of General Obligation Bonds of the District, prescribing certain terms and conditions of such bonds including making certain findings, certifications and covenants with respect to such bonds; approving the form and authorizing the execution and delivery of a Placement Agreement; awarding such bonds to the purchaser thereof; delegating the determination of certain terms of such bonds and matters related thereto to the District Treasurer and authorizing the subsequent levying of an Ad Valorem property tax with respect to such bonds.

Staff Recommendation:

Staff recommends that the District Board adopt Resolution No. 2015-01.

Fiscal Analysis:

There are no direct fiscal impacts to the City of Peoria.

Attachment: Resolution No. 2015-01 with Exhibits

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

VISTANCIA WEST COMMUNITY FACILITIES DISTRICT

RESOLUTION NO. VWCFD 2015-01

A RESOLUTION OF THE DISTRICT BOARD OF VISTANCIA WEST COMMUNITY FACILITIES DISTRICT AUTHORIZING THE SALE AND ISSUANCE OF NOT TO EXCEED \$60,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2015 OF THE DISTRICT; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS INCLUDING MAKING CERTAIN FINDINGS, CERTIFICATIONS AND COVENANTS WITH RESPECT TO SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PLACEMENT AGREEMENT; AWARDED SUCH BONDS TO THE PURCHASER THEREOF; DELEGATING THE DETERMINATION OF CERTAIN TERMS OF SUCH BONDS AND MATTERS RELATED THERETO TO THE DISTRICT TREASURER AND AUTHORIZING THE SUBSEQUENT LEVYING OF AN *AD VALOREM* PROPERTY TAX WITH RESPECT TO SUCH BONDS

BE IT RESOLVED BY THE DISTRICT BOARD OF VISTANCIA WEST COMMUNITY FACILITIES DISTRICT as follows:

1. Findings.

a. Vistancia West Community Facilities District (hereinafter called the "District") is authorized by Section 48-719, Arizona Revised Statutes to sell and issue general obligation bonds of the District to provide moneys for public infrastructure purposes consistent with The General Plan of Vistancia West Community Facilities District (hereinafter referred to as the "General Plan").

b. Such bonds may not be issued unless approved at an election ordered and called to submit to the qualified electors of the District or to those persons who will be qualified to vote pursuant to Section 48-707(G), Arizona Revised Statutes [being, if no

person has registered to vote within the area to be included within the boundaries of the District within fifty (50) days immediately preceding any scheduled election date, the owners of land within the District who will be qualified electors of the State of Arizona and other landowners according to Section 48-3043, Arizona Revised Statutes (hereinafter referred to as the "qualified electors"),] the question of authorizing the District Board to issue such bonds (hereinafter referred to as the "Bonds").

c. The district board of the District (hereinafter called the "District Board") deemed it necessary and advisable to order and call such an election and to establish the procedures whereby such election should be held and did so pursuant to Resolution No. VWCFD 2014-01 adopted on October 7, 2014 (hereinafter referred to as the "Organizational Resolution"), which provided that a special election be held on December 2, 2014 (hereinafter referred to as the "Election"), at which time there was submitted to the qualified electors of the District the questions set forth in the official ballot described in the Organizational Resolution.

d. The election board for the Election filed with the District Board its returns of election and the ballots cast at the polling place, and the District Board canvassed the returns of the Election and determined (1) that a total of two (2) ballot(s) had been cast in response to the questions submitted, that in answer to the questions submitted, such ballot(s) was/were marked "Bonds, Yes" and no ballots were marked "Bonds, No" with respect to the issuance of the Bonds; (2) that the Election had been conducted and the returns thereof made as required by law and (3) that only qualified electors were permitted to vote at the Election.

e. Pursuant to Resolution No. VWCFD 2014-02 adopted by the District Board on December 9, 2014, the District Board found and determined that a majority of the votes cast by the qualified electors voting at the Election voted "Bonds, Yes" and that the Bonds in up to and including \$9,000,000, aggregate principal amount are therefore authorized to be sold and issued.

f. Pursuant to Section 48-719, Arizona Revised Statutes, the District Board (1) hereby determines to authorize the sale and issuance of the first series of the Bonds (hereinafter referred to as the "First Series of the Bonds") to provide funds to provide moneys for expenses of the District incident and reasonably necessary to carry out the purposes specified in Section 48-701(13), Arizona Revised Statutes, and (2) shall enter in its minutes a record of the First Series of the Bonds sold and their numbers and dates and levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient to pay debt service with respect to the First Series of the Bonds when due.

g. The District Board will receive a proposal from Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Placement Agent"), pursuant to a placement agent agreement (hereinafter referred to as the "Placement Agreement") by and between the District and the Placement Agent for the placement of the First Series of the Bonds in substantially the form attached hereto as Exhibit "A" and has determined that the Bonds be sold through negotiation pursuant thereto as a non-public sale.

h. There have been placed on file with the District Clerk of the District and presented to the District Board the proposed form of the Placement Agreement.

i. The District Board hereby further determines that (1) the proposed amount of indebtedness evidenced by the First Series of the Bonds will not exceed the estimated cost of the public infrastructure improvements to be financed with the proceeds of the sale thereof plus all costs connected with the public infrastructure purposes related thereto and sale and issuance of the First Series of the Bonds and (2) the total aggregate outstanding amount of the First Series of the Bonds will not exceed sixty percent (60%) of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned by the District (based upon information received from the Assessor of Maricopa County, Arizona,

hereby found and determined to be not less than \$100,000) all as provided in Section 48-708, Arizona Revised Statutes.

j. All formal actions concerning and relating to the passage of this Resolution were taken in an open meeting, in compliance with all legal requirements, and all things required to be done preliminary to the authorization, sale and issuance of the First Series of the Bonds have been duly done and performed in the manner required by law, and the District Board is now empowered to proceed with the sale and issuance of the First Series of the Bonds.

2. a. Approval of Sale and Issuance of First Series of the Bonds. The First Series of the Bonds are hereby authorized to be issued as a series of general obligation bonds of the District to be designated "General Obligation Bonds, Taxable Series 2015." The District Treasurer is hereby authorized and directed to determine on behalf of the District: (1) the dated date (but not later than December 1, 2015) and aggregate principal amount (but not to exceed \$60,000) of the First Series of the Bonds; (2) the final principal and maturity and optional and mandatory redemption schedule of the First Series of the Bonds (but the First Series of the Bonds not to mature more than five (5) years from their date of issuance); (3) the interest rate on the First Series of the Bonds and the dates for payment of such interest (hereinafter referred to as "interest payment dates") and (4) the sales date and other terms of sale of the First Series of the Bonds including their placement and sale (including placement agent compensation and original issue premium and discount); provided, however, that the foregoing determinations must result in a yield with respect to the First Series of the Bonds, calculated for federal income tax purposes, of not to exceed four percent (4.0%).

b. Forms, Terms and Provisions, and Execution and Delivery, of First Series of the Bonds.

1. The First Series of the Bonds shall be issued as a single bond and registered in the name of the entity with which the First Series of the Bonds are

placed (hereinafter referred to as the "Purchaser") and shall bear interest from their date to the maturity of the First Series of the Bonds, payable on the interest payment dates.

2. The principal of and interest on the First Series of the Bonds shall be payable in lawful money of the United States of America. The final payment of principal and interest on the First Series of the Bonds shall be payable at maturity upon presentation and surrender thereof at the office of the District Treasurer; payments with regard to redemption shall automatically reduce the principal payable at maturity of the First Series of the Bonds without, in case of mandatory redemption, notice and with, in the case of optional redemption, notice as provided in the Bonds and interest on the First Series of the Bonds (other than the final payment thereof) shall be payable by check, dated as of the interest payment date, mailed to owner of the First Series of the Bonds.

3. (A) The bonds of the First Series of the Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in Exhibit "B" attached hereto. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the bonds of the First Series of the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(B) The bonds of the First Series of the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each bond of the First Series of the Bonds shall show both the date of the issue and the date of authentication and registration of each Bond.

(C) The bonds of the First Series of the Bonds shall be executed for and on behalf of the District by the Chairman or Vice Chairman of the District Board and attested by the District Clerk. Such signature may be by mechanical reproduction; however, such officer shall manually sign a certificate adopting as and for such signature on the

bonds of the First Series of the Bonds the respective mechanically reproduced signature affixed to such bonds.

(D) If an officer whose signature is on a bond of the First Series of the Bonds no longer holds that office at the time such bond is authenticated and registered, such bond shall nevertheless be valid and binding so long as such bond would otherwise be valid and binding.

(E) A bond of the First Series of the Bonds shall not be valid or binding until authenticated by the manual signature of an authorized representative of the District Treasurer. The signature of the District Treasurer shall be conclusive evidence that such bond has been authenticated and issued pursuant to this Resolution.

4. In case any bond of the First Series of the Bonds becomes mutilated or destroyed or lost, the District shall cause to be executed and delivered a new bond, of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated bond or in lieu of and in substitution for such bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the District in connection therewith and, in the case of a bond destroyed or lost, filing with the District Treasurer by the registered owner evidence satisfactory to the District Treasurer that such bond was destroyed or lost, and furnishing the District Treasurer with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

5. The First Series of the Bonds may not be transferred or exchanged.

3. a. Forms, Terms and Provisions, and Execution and Delivery, of Documents. The form, terms and provisions of the Placement Agreement in substantially the form thereof is adopted, is hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Placement Agreement, which approval will be conclusively demonstrated by the execution

thereof, and the District Treasurer and the District Clerk or any of such officers are hereby authorized to execute and attest and deliver, respectively, the Placement Agreement.

b. Acceptance of Proposal. The District Treasurer of the District is hereby authorized to accept a proposal of the Placement Agent for the placement of the First Series of the Bonds, and the First Series of the Bonds are hereby ordered sold to the Purchaser in accordance with the terms of the Placement Agreement.

c. Authorization to Execute and Deliver. The District Treasurer is hereby authorized to execute and deliver the written order of the District for the authentication and delivery of the First Series of the Bonds.

d. Other Actions Necessary. The District Treasurer, the District Clerk and the other officers of the District shall take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this Resolution, including without limitation, the closing and other documents required to be delivered in connection with the sale and delivery of the First Series of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the First Series of the Bonds.)

e. Tax Levy.

1. For each year while any bond of the First Series of the Bonds is outstanding, the District Board shall annually levy and cause to be collected an *ad valorem* tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, to pay debt service with respect to the First Series of the Bonds when due.

2. Moneys derived from the levy of the tax provided for in this Section with respect to the First Series of the Bonds when collected constitute funds to pay debt service with respect to the First Series of the Bonds and shall be kept separately from other funds of the District.

3. The District Board shall make annual statements and estimates of the amount to be raised to pay debt service with respect to the First Series of the Bonds. The District Board shall file the annual statements and estimates with the Clerk of the City of Peoria, Arizona (hereinafter referred to as the "Municipality"), and shall publish a notice of the filing of the estimate. The District Board, on or before the date set by law for certifying the annual budget of the Municipality, shall fix, levy and assess the amounts to be raised by *ad valorem* taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State. All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

4. Any other general obligation bonds of the District hereafter issued will be secured on a parity basis as to the collection and application of property tax revenues of the District with the bonds of the First Series of the Bonds, and such property taxes will be allocated to each such series of general obligation bonds in accordance with any debt service then due, taking into account other funds held by the District for such payment. Property tax revenues allocated for any such series of bonds shall be set aside separately for such series.

f. No Obligation of Municipality. Neither the full faith and credit nor the general taxing power of the Municipality, is pledged to the payment of the Bonds. Nothing contained in this Resolution, the Bond Documents or any other instrument related to the Bonds shall be construed as obligating the Municipality or as incurring a charge upon the general credit or any other credit or revenues of the Municipality nor shall the breach of any agreement contained in this Resolution or any other instrument or documents executed in connection therewith impose any charge upon the general credit or any other credit or revenues of the Municipality.

g. Use of Proceeds. The proceeds from the sale of the First Series of the Bonds shall be set aside and deposited by the District Treasurer in a separate fund. The proceeds of the sale of the First Series of the Bonds shall be expended only for the purposes set forth in the ballot used at the Election and as provided in the District Development, Financing Participation and Intergovernmental Agreement (Vistancia West Community Facilities District), dated as of October 1, 2014, to which the District is a party.

4. (a) Repeal of this Resolution. After any of the bonds of the First Series of the Bonds are delivered upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the bonds of the First Series of the Bonds and the interest thereon shall have been fully paid, canceled and discharged.

b. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

c. Effect. This Resolution shall constitute a contract between the District and the registered owners of the First Series of the Bonds and shall not be amended in any manner which would impair, impede or lessen the rights of the registered owners of the First Series of the Bonds then outstanding.

d. Inconsistencies. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

e. Effective Date. This Resolution shall be effective immediately.

f. Ratification. All actions of the officers and agents of the District including the District Board which conform to the purposes and intent of this Resolution and which further the issuance and sale of the First Series of the Bonds as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such

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acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this Resolution.

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PASSED by the District Board of Vistancia West Community Facilities District
this 17th day of March, 2015.

.....
Chairperson, District Board, Vistancia West
Community Facilities District

ATTEST:

.....
District Clerk, Vistancia West
Community Facilities District

APPROVED AS TO FORM:

.....
District Counsel, Vistancia West
Community Facilities District

* * *

ATTACHMENT:

EXHIBIT "A" -- Form of Placement Agreement
EXHIBIT "B" -- Form of First Series Bond

EXHIBIT "A"

FORM OF PLACEMENT AGREEMENT

DISTRICT BOARD
VISTANCIA WEST COMMUNITY FACILITIES
DISTRICT

Re: Vistancia West Community Facilities District (Peoria, Arizona) General Obligation Bonds,
Taxable Series 2015

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agreement with Vistancia West Community Facilities District (the "Issuer"), which, upon acceptance of this offer and subject to Paragraph 5 hereof, shall be binding upon the Issuer and the Placement Agent. This offer is made subject to acceptance of this Placement Agreement by the Issuer on or before, 2015, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

The above-captioned bonds (the "Bonds") are to be issued pursuant to Resolution No. VWCFD 2015-01 (the "Bond Resolution"). Unless otherwise indicated, each capitalized, undefined term used herein shall have the meaning assigned to it in the Bond Resolution.

1. The Placement Agent shall use its best efforts to locate purchasers for all, but not less than all, of the Bonds (the "Purchasers") at a purchase price of not less than par (the "Purchase Price") and on terms consistent with the Bond Resolution. If the Purchasers purchase the Bonds on the hereinafter defined Closing Date, the Issuer will pay a placement fee equal to \$..... (the "Fee") to the Placement Agent on the Closing Date.

2. The undersigned, on behalf of the Issuer, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of the Placement Agent to perform under this Placement Agreement that it shall be represented and warranted on the Closing Date) that:

(a) The Issuer is duly created and validly existing as a community facilities district of the State of Arizona (the "State") with power to adopt the Bond Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and issue the Bonds.

(b) The Issuer has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The Issuer has duly adopted the Bond Resolution, and the Issuer has duly authorized and approved the execution and delivery of this Placement Agreement (referred to herein as the "Bond Documents"), as well as the performance of its obligations contained in the Bonds and the consummation by it of all other transactions contemplated hereby.

(d) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Bond Documents, and the execution and delivery of this Placement Agreement, the execution of the other of the Bond Documents and the execution and issuance of the Bonds and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Bond Documents.

(e) No litigation is pending or overtly threatened in any court in any way affecting the existence of the Issuer or the title of the members of the District Board of the Issuer to their respective offices or seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or the collection or pledge of any revenues pledged or to be pledged under the Bond Documents to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution or this Placement Agreement, or contesting the powers of the Issuer or the members of the District Board with respect to the Bonds.

(f) The Issuer will apply the proceeds of the Bonds in accordance with the applicable terms of the Bond Resolution.

3. (a) At or prior to 11 a.m. M.S.T. on, 2015 (the "Closing Date"), the Bonds will be delivered, in definitive fully registered form, duly executed, and, if to be registered in the name of The Depository Trust Company, New York, New York ("DTC"), registered in the name of Cede & Co., as the nominee of DTC, in denominations specified by the Purchasers, together with the other documents hereinabove mentioned, upon payment of the Purchase Price by wire transfer, in immediately available funds, to the Trustee. Delivery as aforesaid shall be made at a time and place, as shall have been mutually agreed upon by authorized representatives of the Placement Agent and the Issuer, and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

(b) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

(i) a certified copy of the Bond Resolution;

(ii) opinions of Bond Counsel, Greenberg Traurig, LLP ("Bond Counsel") in form and substance satisfactory to the Placement Agent;

(iii) a certificate, signed by an authorized officer of the Issuer, to the effect that (i) the representations, warranties and covenants of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date; (ii) no litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting the existence of the Issuer or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the sale,

issuance or delivery of the Bonds, or the collection of any revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution or this Placement Agreement, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Bond Resolution or this Placement Agreement (but in lieu of or in conjunction with such certificate, the Placement Agent may, in the sole discretion of an authorized representative thereof, accept certificates or opinions of counsel to the Issuer, acceptable to such representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit) and (iii) the Issuer has complied in all material respects with the Bond Resolution and the terms of the Bonds and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds and

(iv) such additional certificates, instruments or opinions as Bond Counsel, the Issuer or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to authorized representatives of Bond Counsel, the Issuer and the Placement Agent.

4. The obligation of the Placement Agent to use its best efforts to place the Bonds shall be subject to the performance by the Issuer of the obligations thereof provided hereby in all material respects at or prior to the Closing, and the accuracy in all material respects of the representations and warranties of the Issuer contained herein and shall also be subject to the following conditions:

(a) The Bond Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(b) The Issuer shall have arranged for payment of the Fee at the time of the Closing and

(c) All of the other obligations of the Issuer required under or specified in this Placement Agreement and the Bond Resolution to be performed at or prior to the Closing shall have been performed in all material respects.

5. This Placement Agreement may be terminated by the Placement Agent by notification in writing to you at your office if at any time subsequent to the date hereof and at or prior to the Closing: (i) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the offering, sale and issuance of the Bonds without registration thereof or obligations of the general character of the Bonds is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (ii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the issuer or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a

national emergency; (iv) there shall have occurred a general suspension of trading on the New York Stock Exchange or (v) a general banking moratorium shall have been declared by the United States, State of New York, or the State authorities.

6. There shall be paid solely from the proceeds of the sale of the Bonds, upon or promptly after the Closing: (a) the cost of the preparation and printing of the Bonds; (b) the fees and disbursements of Bond Counsel and of any other counsel or consultants retained by the Issuer and (c) the Fee. The Placement Agent shall be under no obligation to pay any expenses incident to this Placement Agreement.

7. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the Issuer, and no other person shall acquire or have any right under or by virtue of this Placement Agreement.

8. This Placement Agreement shall become effective upon the execution of the acceptance hereof by an authorized officer of the Issuer and shall be valid and enforceable as of the time of such acceptance. This Placement Agreement may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

9. This Placement Agreement shall be governed by and construed in accordance with the law of the State. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Issuer hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Placement Agreement and covenants that it shall take no action which would result in a violation of such Section.

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10. If any provision of this Placement Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Placement Agreement invalid, inoperative or unenforceable to any extent whatever.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED this day of
....., 2015

VISTANCIA WEST COMMUNITY FACILITIES
DISTRICT

By.....
Chairperson, District Board

.....
District Clerk

APPROVED AS TO FORM:

.....
District Counsel

EXHIBIT "B"

FORM OF BOND

UNITED STATES OF AMERICA

STATE OF ARIZONA

COUNTY OF MARICOPA

VISTANCIA WEST COMMUNITY FACILITIES DISTRICT
(PEORIA, ARIZONA)
GENERAL OBLIGATION BOND,
TAXABLE SERIES 2015

Interest Rate:
.....%

Maturity Date:
July 15,

Dated:
....., 2015

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

Vistancia West Community Facilities District, a community facilities district duly formed pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "District"), for value received, hereby promises to pay to the aforesaid registered owner, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed, and to pay interest on the principal amount from the date as of which this Bond is dated as indicated hereinabove at the aforesaid interest rate on 15,, and on each 15 and 15 thereafter (each an "interest payment date") to the maturity of this Bond unless earlier redeemed. The last payment of principal of and interest on this Bond is payable upon presentation and surrender hereof at the office of the District Treasurer. Payments with respect to redemption of this Bond shall automatically reduce the principal payable at maturity without notice in the case of mandatory redemption. Interest on this Bond (other than the final payment thereof) is payable by check, dated as of the interest payment date, mailed to the registered owner hereof, at the address specified by such registered owner.

The principal of and interest on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds indicated above (the "Bonds") in the aggregate principal amount of \$.....,000 of like tenor except as to number, issued by the District pursuant to a resolution of the Board of the District, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of community facilities districts, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

The Bonds are issuable only as a single fully registered bond. The Bonds may not be transferred or exchanged.

The Bonds are subject to optional redemption prior to maturity on any date in any principal amount upon thirty days written notice to the registered owner by the payment of such principal amount plus interest accrued to the date fixed for redemption, but without premium.

The Bonds shall be redeemed prior to maturity on July 15, in the years and amounts set forth below, by payment of such principal amount plus interest accrued to the date fixed for redemption, but without a premium:

<u>Year</u>	<u>Amount</u>
	\$

A remaining principal amount of \$....., 000 maturing on July 15,, shall mature on July 15,

The Bonds are payable, equally and ratably with other general obligation bonds of the District from the proceeds of an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property within the boundaries of the District, sufficient to pay debt service on the Bonds when due.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF PEORIA, ARIZONA, OR THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE ISSUER) IS PLEDGED TO THE PAYMENT OF THE BONDS.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the District Treasurer.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law; (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the District, does not exceed any applicable constitutional or statutory limitation and (iii) that due provision has been made for the levy and collection of a direct, annual, *ad valorem* tax upon taxable property within the District, over and above all other taxes authorized or limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, VISTANCIA WEST COMMUNITY FACILITIES DISTRICT, has caused this Bond to be executed in the name of the District by the facsimile signature of the of the District Board of the District.

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VISTANCIA WEST COMMUNITY FACILITIES
DISTRICT

By.....
.....

ATTEST:

.....
.....

March 17, 2015
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CERTIFICATE OF AUTHENTICATION

This Bond is one of the Vistancia West Community Facilities District (Peoria, Arizona) General Obligation Bonds, Taxable Series 2015 described in the within mentioned Resolution.

Date of Authentication:

.....
District Treasurer