City Council Meeting
Notice & Agenda

Tuesday, June 16, 2015
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session

5:00 P.M. Convene

Roll Call

Consent Agenda

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

Consent

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

   Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussion with legal counsel of the public body in order to consider its position and instruct its attorneys regarding 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	Willow District	Acacia District	Ironwood District	Mesquite District	Palo Verde District	Pine District
Cathy Carlat	Jon Edwards, Vice Mayor	Vicki Hunt	Bill Patena	Bridget Binsbacher	Michael Finn	Carlo Leone

Executive Session

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

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

Executive Session Agenda

2. An Executive Session for the purpose of discussion with legal counsel of the public body in order to consider its position and instruct its attorneys regarding 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.

Study Session Agenda

Convene immediately following Executive Session Meeting

Subject(s) for Discussion Only

3. 2015 Peoria Leadership Institute Roundtable Discussion with Mayor and Council

Regular Meeting

7:00 P.M. Convene

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

Presentation

4. Outgoing Youth Council Liaisons Ian Mullane and Michael Helt

5. Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the June 2, 2015 City Council meeting:

   - Ronald Friedman to the Judicial Selection Advisory Board; and

   - Cassidy Gatrost, Caitlin King, Hailey Lekan, Wuxin Zeng, Destini Mohn, Judith Patrick, and Kaitlyn Edwards to the Youth Advisory Board

6. Certificates of Completion for 2015 Peoria Leadership Institute Graduates

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

7. **C - Minutes**

Discussion and possible action to approve the following minutes:

- April 21, 2015 Meeting Minutes
- May 5, 2015 Meeting Minutes
- May 18, 2015 Special Meeting Minutes

8. **C - Code Amendment, Policy and Administration Procedures**

Discussion and possible action to adopt **ORD. 2015-11** amending Section 2-163 of Chapter 2 of the Peoria City Code (1992 Edition) with changes to the Administrative Procedures review process.

9. **C - Code Amendment, Chapter 14, Moving Truck and Trailer Rental**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2015-12** amending Chapter 14 of the Peoria City Code (1977 Edition) by amending Article 14-9, modifying regulations for Moving Truck, Trailer and Equipment Rental (TA15-0001).

10. **C - Grant, Arizona Criminal Justice Commission, Crime Victim Assistance Program**

Discussion and possible action to: (a) accept $29,550 from the Arizona Criminal Justice Commission for Peoria's participation in the Fiscal Year 2016 Crime Victim Assistance Program; and (b) approve a budget amendment in the amount of $29,550 from the Proposed Grants Contingency account to the Arizona Criminal Justice Commission Grant account.

11. **C - Intergovernmental Agreement, Peoria Unified School District, School Resource Officers**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the Peoria Unified School District to assign four Peoria Police Officers to the campuses of Peoria, Sunrise Mountain, Centennial and Liberty High Schools as School Resource Officers.

12. **C - Intergovernmental Agreement, Arizona Department of Revenue, Tax and License Administrative Functions**

Discussion and possible action to adopt **RES. 2015-65** authorizing an Intergovernmental Agreement with the State of Arizona Department of Revenue for tax and license administrative functions beginning July 1, 2015.

13. **C - Contract Amendment, Maxwell Technologies, Economic Development**

Discussion and possible action to authorize the City Manager to execute the Second Amendment to the Economic Development Agreement with Maxwell Technologies.

14. **C - Contract Amendment, Presiding Municipal Judge**

Discussion and possible action to approve an amendment to the contract with the Presiding Municipal Judge for Municipal Judge Services.

15. **C - Contract Amendment, City Attorney**

Discussion and possible action to approve an amendment to the Terms and Conditions of Employment Agreement with the City Attorney.

16. **C - Contract Amendment, City Manager**

Discussion and possible action to approve an amendment to the Terms and Conditions of Employment Agreement with the City Manager.

17. **C - Land Acquisition, Peoria Avenue and Loop 101**

Discussion and possible action to: (a) adopt **RES. 2015-66** authorizing the acquisition of property located at the southwest corner of Peoria Avenue and Loop 101; and (b) approve the use of reserves and a budget adjustment in the amount of $1,448,500 from the Half-Cent Sales Tax Fund to the Land Assembly Opportunity Fund project in the Half-Cent Sales Tax Fund.

18. **C - Fiscal Year 2016 Insurance Package**

Discussion and possible action to award the Fiscal Year 2016 insurance package as recommended by the City's insurance broker, Willis of Arizona, Public Entity Services with the Self-Insured Retention to maintain the $1,000,000 per occurrence, and maintain the aggregate limit of all claims at $4,000,000.

19. **C - Repurposing of Funds for Economic Development Activities**

Discussion and possible action to: (a) authorize the repurposing of an existing $109,000 in one-time operational funds in order to supplement new economic development activities; and (b) approve a budget adjustment in the amount of $26,700 from the Community Promotions account to the Other Professional Services account.

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

Discussion and possible action to adopt **RES. 2015-67** accepting Deeds and Easements for various Real Property interests acquired by the City.

21. **C - Condominium Replat, 1500 Riverwalk Professional Center North, 77th Avenue and Deer Valley Road**

Discussion and possible action to approve the Condominium Replat of 1500 Riverwalk Professional Center North, located at 77th Avenue south of Deer Valley Road, subject to stipulations.

Regular Agenda

New Business

22. **R - PUBLIC HEARING - Liquor License, Good China, Located at 9180 West Union Hills Drive.**

PUBLIC HEARING: RE: A New Restaurant Liquor License (Series 12) for Good China, located at 9180 West Union Hills Drive, Julie Z. Situ, Applicant, LL#20012812.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Good China, located at 9180 West Union Hills Drive, Julie Z. Situ, Applicant, LL#20012812.

23. **R - PUBLIC HEARING - Truth in Taxation, Primary Property Tax Levy Fiscal Year 2016**

PUBLIC HEARING: RE: Public hearing regarding an increase to the primary property tax levy as required by State Statutes on Truth in Taxation.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to approve a motion by a roll call vote to adopt **RES. 2015-69** authorizing an increase to the total primary tax levy as required by State Statutes on Truth in Taxation.

24. **R - PUBLIC HEARING - Fiscal Year 2016 Final Budget Adoption**

PUBLIC HEARING: RE: Fiscal Year 2016 Final Budget

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to adopt **RES. 2015-70** approving the Final Annual Budget in the amount of $511,000,000 for Fiscal Year 2016.

25. **R - PUBLIC HEARING - Fiscal Year 2016 Property Tax Levy**

PUBLIC HEARING: RE: Setting the City of Peoria property tax levy for Fiscal Year 2016.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: No action required.

26. **R - Resolution, Palm Canyon Planned Area Development (PAD) Amendment (Becker Boards)**

Discussion and possible action to adopt **RES. 2015-71** opposing the Becker Boards proposal seeking a PAD Amendment (zoning change) on the Palm Canyon site in Glendale to enable the erection of two digital billboards.

27. **R - Partial Amendment, Lake Pleasant Heights Development Agreement**

Discussion and possible action to approve the Partial Amendment to the Lake Pleasant Heights Development Agreement, which outlines the financial participation of IOTA Purple in completing the Lone Mountain 36-inch waterline.

28. **R - Joint Development Agreement, Lone Mountain Water Distribution Project**

Discussion and possible action to approve the Lone Mountain Waterline Joint Development Agreement, a public/private partnership which outlines the City's and the developer's participation in the design and construction of the Lone Mountain 36-inch waterline.

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

29. **Council Calendar**

30. **Reports**

    A. Economic Development Services Department Sales, Marketing, and Business Retention and Expansion 2014-2015 Report

    B. Annual All-American July 4th Festival

    C. National Park and Recreation Month

Reports from City Council
Reports from the Mayor

Adjournment

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

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

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

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, CMC, City Clerk

THROUGH: Susan Daluddung, Deputy City Manager

SUBJECT: Board and Commission Appointments Presentation

Purpose:

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

Appointments

Name	Board/Commission
Ronald Friedman	Judicial Selection Advisory Board
Cassidy Gatrost	Youth Advisory Board
Kaitlyn Edwards	
Caitlin King	
Hailey Lekan	
Wuxin Zeng	
Destini Mohn	
Judith Patrick	

Background/Summary:

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

Previous Actions:

On May 12, 2015, the Council Subcommittee on Policy and Appointments recommended appointments for various boards and commissions.

On May 13, 2015, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the May 12, 2015 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On June 2, 2015, City Council adopted Resolutions making the following new board/commission appointments:

Resolution No.	Member Name	Board/Commission	Member Status	Term Expiration
2015-56	Ronald Friedman	Judicial Selection Advisory Board	Regular	June 2016 (partial term)
2015-59	Cassidy Gatrost	Youth Advisory Board	Regular	June 2016 (partial term)
	Caitlin King		Regular	June 2017
	Hailey Lekan		Regular	June 2017
	Wuxin Zeng		Regular	June 2017
	Destini Mohn		Regular	June 2017
	Judith Patrick		Regular	June 2017
2015-64	Kaitlyn Edwards	Youth Advisory Board	Regular	June 2016 (partial term)

Options:

This is a presentation item only.

Staff's Recommendation:

That the Mayor and City Council present *Certificates of Appointment* to newly appointed board/ commission members who where appointed by Resolution at the June 2, 2015 City Council meeting.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

The newly appointed board/commission members have been invited to attend the June 16, 2015 City Council meeting to receive *Certificates of Appointment*.

Exhibit(s): There are no exhibits.

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

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
April 21, 2015

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

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

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; and Bill Mattingly, Public Works Director

Audience: One member of the public was present.

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

CONSENT AGENDA

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Motion was made by Councilmember Hunt, seconded by Councilmember Finn, 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 with representatives of the public body to consider its position and instruct its representatives regarding the potential acquisition of New River Water Utility pursuant to A.R.S.§ 38-431.03.A.3.

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 5:36 p.m.

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

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; John Sefton, Community Services Director; Scott Whyte, Economic Development Services Director; and Linda Blas, Deputy City Clerk.

Audience: Approximately five members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

2. BioInspire Accomplishments

Scott Whyte, Economic Development Services Director, provided a status update regarding BioInspire's accomplishments and future goals.

Mr. Whyte outlined the following:

- BioInspire overview
- BioInspire risk profile
- Risk management measures
- BioInspire chronology
- BioAccel expenses since March 2012
- City expenses since BioAccel inception to date

MaryAnn Guerra, Chief Executive Officer and co-founder of BioAccel, outlined the following regarding BioInspire/BioAccel:

- BioAccel model for accelerating concept to commerce
- About BioInspire
    - Development of early stage medical technology companies
    - Transforming products through company formation
    - Training students and entrepreneurs
    - Review and ongoing oversight from a National Council of Advisors
    - National and international recognition highlighting BioInspire's accomplishments
    - Future program extension
    - Strategic approaches

Discussion ensued regarding:

- Process for determining whether to approve of deny a company the opportunity to work with BioInspire
- Why a medical device incubator
- Grants and awards received by the tenants
- Potential for a tour of the facility
- Portfolio of milestone achievements for the eight tenants
- Benefits to the City of Peoria
- Shovel-ready capability for companies coming out of the incubator
- Workforce development and internship program

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:48 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 representatives of the public body pertaining to the potential acquisition of New River Water Utility pursuant to A.R.S.§ 38-431.03.(A)3.

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.

Boy Scout Troop 298 posted the Colors and led the Pledge of Allegiance.

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

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; 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, Finance and Budget Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Scott Whyte, Economic

Development Services Director; Corina Russo, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 35 members of the public were present.

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

Presentation:

Clerk's Note: The Proclamations declaring "Municipal Clerks Week" and "National Public Works Week" were not presented during the City Council Meeting.

4. Proclamation declaring the week of May 3 – 9 as "Municipal Clerks Week"

5. Proclamation declaring the week of May 17 – 23 as "National Public Works Week"

6. American Cancer Society - Relay for Life

Tim and Jill Mills, American Cancer Society representatives, presented information on the annual Relay for Life fundraising event to be held at the Peoria Sports Complex on April 25, 2015.

7. United Blood Services Award

Brad Daughtry, United Blood Services Marketing Manager, presented the Platinum Award to Mayor Carlat in recognition of the City's outstanding blood drive donations.

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

8. **C - Disposition of Absence**

Approved the absence of Council Youth Liaison Ian Mullane from the City Council Meetings held on April 7, 2015.

9. **C - Grant, Peoria Police Department, Governor's Office of Highway Safety, Click it or Ticket**

(a) Authorized the City Manager to accept $7,500 from the Governor's Office of Highway Safety to be used by the Peoria Police Department for safety belt and child passenger law enforcement; and

(b) Approved a budget adjustment of $7,500 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant Overtime account.

10. **C - Intergovernmental Agreement, City of Glendale, Cooperative Law Enforcement and Security Services, University of Phoenix Stadium**

Authorized an Intergovernmental Agreement with the City of Glendale to provide law enforcement and security services at the University of Phoenix Stadium.

11. **C - Development Plan Review Approval Processes**

Approved the Priority Track Development Process and the Expedited Plan Review Process to enhance customer service for the development community and attract new targeted industry opportunities pursuant to the Economic Development Implementation Strategy.

REGULAR AGENDA

New Business:

Clerk's Note: Agenda Items 12R and 13R were presented together.

12. **R - PUBLIC HEARING - General Plan Amendment, Land Use Map, WestWing Mountain Development, Parcels 24 & 27, Lake Pleasant Parkway and WestWing Parkway**

Staff Report:

Chris Jacques, Planning and Community Development Director, provided an overview of a proposed Minor General Plan Amendment and rezoning request pertaining to Parcels 24 and 27 of the WestWing Mountain development.

Mr. Jacques presented information regarding:

- Site and area context
- Existing conditions
- History of the WestWing Planned Community Development (PCD)
- Proposed Minor General Plan Amendment
- Analysis of the General Plan Amendment
- Proposed rezoning

- WestWing PCD development options
- Conceptual plan
- Citizen participation process
- Key findings

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request to amend the Peoria General Plan Land Use Map by re-designating a site encompassing approximately 30.0 acres of land, located at the southeast and northeast corner of Lake Pleasant Parkway and WestWing Parkway from Community Commercial to Low-Density Residential (2-5 du/ac, target of 3 du/ac).

Leo DeLangis addressed Council in opposition of the proposed project. Mr. DeLangis voiced his concerns that the proliferation of smaller, less expensive homes would invite investors to the area, resulting in an increase in rental properties and diminished property values. Mr. DeLangis provided statistics on the lot sizes of existing WestWing properties and the proposed development.

John Muir spoke in opposition of the proposed project citing concerns regarding the smaller lot sizes and diminished property values.

Ken Lomando expressed his opposition of the proposed project due to the smaller lot sizes and the open space area associated with the two designated parcels.

Jamie Smith addressed Council in opposition of the proposed project citing concerns regarding smaller lot sizes, school overcrowding and elimination of the commercial land uses.

Lisa Sultzbaugh stated her concern that the proposed project would further increase the number of rental properties, and the smaller lot sizes would be a detriment to the community.

Crystal Dykes expressed her opposition of the proposed project due to the smaller lot sizes, the negative impact on the schools and the effect of eliminating the commercial land uses.

Tony Dudzinski addressed Council in opposition of the proposed project. Mr. Dudzinski voiced his concerns regarding the smaller lot sizes and diminished home values.

Dan DeBusk expressed his support of the proposed project and having the land developed.

Keith McClure addressed Council in support of the proposed project. Mr. McClure stated his belief that it is the highest and best use of the 40 acres to complete the Master Plan.

Bill Lally, representing the applicant, summarized the history of the project and provided an overview of the changes to the project that were incorporated based on public input.

Discussion ensued regarding the change in land use, lot sizes, and the agreement between the applicant and the Deer Valley School District regarding a land swap and donation agreement that would mitigate the impact on the school.

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

Council Action:

Motion was made by Councilmember Binsbacher, seconded by Vice Mayor Edwards, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2015-39** approving an amendment to the General Plan Land Use Map by re-designating a site encompassing approximately 30.0 acres of land, located at the southeast and northeast corner of Lake Pleasant Parkway and WestWing Parkway from Community Commercial to Low-Density Residential (2-5 du/ac, target of 3 du/ac) (GPA14-0003).

Upon vote, the motion carried unanimously 7 to 0.

13. **R - PUBLIC HEARING - Rezoning, WestWing Mountain Planned Community District, Lake Pleasant Parkway and WestWing Parkway**

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request to rezone approximately 40.7 acres of land (Parcels 24 & 27) of the WestWing Mountain Planned Community District (PCD) from PCD Commercial to PCD Residential in order to allow for the development of a detached single-family residential community of up to 140 lots.

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

Council Action:

Motion was made by Councilmember Binsbacher, seconded by Councilmember Finn, to to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2015-09**, rezoning approximately 40.7 acres of land (Parcels 24 & 27) of the WestWing Mountain Planned Community District (PCD) from PCD Commercial to PCD Residential in order to allow for the development of a detached single-family residential community of up to 130 lots with a minimum lot size of 7,000 square feet (Z98-09A.10).

In response to questions from Council, Mr. Lally confirmed support of the motion to limit the development to a maximum of 130 lots with a minimum lot size to 7,000 square feet.

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

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

14. **Council Calendar**

15. **Reports**

A. Crime Statistics Update

Roy Minter, Police Chief, presented regarding the Police Department's crime prevention efforts and community partnerships. Chief Minter provided a recap of crime statistical data since 2012.

Carl Swenson, City Manager, informed Council that their agenda packet contains information related to the following items.

B. Neighborhood ParkFest! Series
C. Multicultural Music Festival

Reports from City Council:

Council Youth Liaison Helt thanked Boy Scout Troop 298 for posting the Colors and leading the Pledge of Allegiance.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone thanked the Boy Scouts for their attendance at the City Council meeting.

Councilmember Finn reported on his attendance at an event held at Kiwanis Park to raise funds for playground equipment.

Council Youth Liaison Mullane reported on the Future Business Leaders of America State Leadership Conference recently held in Tucson.

Councilmember Binsbacher reported on her attendance at the Peoria Arts and Cultural Festival held at Osuna Park. Councilmember Binsbacher commended Community Services Department staff for organizing the successful event.

Vice Mayor Edwards reported on the various City of Peoria activities he attended. Vice Mayor Edwards extended his wishes for a Happy Birthday to Councilmember Leone and Councilmember Hunt.

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:53 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 21st day of April, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of June, 2015.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
May 5, 2015

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

Members Present: Mayor Cathy Carlat; Vice Mayor Jon Edwards; Councilmembers Bridget Binsbacher, Michael Finn, Carlo Leone and Bill Patena.

Members Absent: Councilmember Vicki Hunt.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Rhonda Geriminsky, City Clerk; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; and Scott Whyte, Economic Development Services Director.

Audience: There were no members of the public present.

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

CONSENT AGENDA

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Motion was made by Vice Mayor Edwards, seconded by Councilmember Patena, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

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

Authorized the holding of an Executive Session with representatives of the public body to: (a) consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property located in the vicinity of Loop 101 and Northern Avenue pursuant to A.R.S. § 38-431.03.A.7; (b) consider its position and instruct its attorneys regarding the public body's position regarding a development agreement with Huntington University for the establishment of a branch campus in Peoria pursuant to A.R.S. § 38-431.03.A.4; (c) consider its position and instruct its attorneys regarding the public body's position regarding a development agreement for a mixed-use corporate facility in the vicinity of El Mirage Road and Loop 303 pursuant to A.R.S. § 38-431.03.A.4.; and (d) discussion and consultation with legal counsel for legal advice on pending litigation in Adrian v. City of Peoria, U.S. District Court pursuant to A.R.S. § 38-431.03.A.3.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:01 p.m.

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of discussion with representatives of the public body to: (a) consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property located in the vicinity of Loop 101 and Northern Avenue pursuant to A.R.S. § 38-431.03.A.7; (b) consider its position and instruct its attorneys regarding the public body's position regarding a development agreement with Huntington University for the establishment of a branch campus in Peoria pursuant to A.R.S. § 38-431.03.A.4; (c) consider its position and instruct its attorneys regarding the public body's position regarding a development agreement for a mixed-use corporate facility in the vicinity of El Mirage Road and Loop 303 pursuant to A.R.S. § 38-431.03.A.4.; and (d) discussion and consultation with legal counsel for legal advice on pending litigation in Adrian v. City of Peoria, U.S. District Court pursuant to A.R.S. § 38-431.03.A.3.

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, Council Youth Liaison Helt led the Pledge of Allegiance.

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

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 Burg, Chief Assistant City Attorney; Rhonda Geriminsky, City Clerk; Julie Ayers, Human Resources Director; Bob Goodhue, Deputy Economic Development Services Director; Andy Granger, Development and Engineering Director; John Imig, Information Technology Director; Shawn Kreuzwiesner, Deputy Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Benny Peña, Deputy Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; and Linda Blas, Deputy City Clerk.

Audience: Approximately 20 members of the public were present.

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

Presentation:

3. City Manager's Excellence Awards

Carl Swenson, City Manager, presented the Community Involvement Award to Danny Comella on behalf of the Peoria Firefighters Charities for the 2014 “Fill the Boot with Books Reading Program”.

Julie Ayers, Human Resources Director, presented the Diversity Award to Walter Crenshaw for his leadership, dedication and commitment of diversity and inclusion among his peers and throughout the organization.

Jeff Tyne, Deputy City Manager, presented the Efficiency Award to Ben Arroyo, Ron Beene, William Beloit, Debbie Gibbs, Bob Goodhue, David Griego, Karrie Lawlor, Cheryl Mullis, Ned Newcomer, Mickey Piper, Melissa Sigmund, Tim Smothers and Traci Varland for the development and implementation of the Accela Citizen Access and Electronic Document Review pilot project.

Clerk’s Note: Michele Morice accepted the award on behalf of Tim Smothers.

Lisa Estrada, Sustainability and Economic Efficiency Manager, presented the Sustainability Award to Andy Granger, Ed Striffler, Chris Calcaterra, Kathy Sponsel, and Susan Daluddung for contributing to the successful outcome of the Sports Complex stadium improvements.

Susan Daluddung, Deputy City Manager, presented the Distinguished Service Award to Domingo Cadeña for continuously reducing expenditures for the Sweeper Operations Fleet through the application of a diligent maintenance program.

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. Having no requests from Council, motion was made by Councilmember Patena, seconded by Councilmember Finn, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

4. **C - Disposition of Absence**

Approved the absence of Councilmember Binsbacher from the Budget Study Session held on April 15, 2015.

5. **C - Minutes**

Approved the following minutes:

- March 17, 2015 Meeting Minutes
- March 28, 2015 Workshop Minutes
- April 7, 2015 Meeting Minutes
- April 13, 2015 Budget Study Session Minutes
- April 15, 2015 Budget Study Session Minutes

6. **C - Intergovernmental Agreement Amendment, Maricopa County HOME Consortium, Additional HOME Program Grant Funding**

(a) Approved an amendment to the Intergovernmental Agreement with Maricopa County for the City's HOME Program grant to increase funding in the amount of $200,000;

(b) Approved a budget amendment in the amount of $200,000 from the Proposed Grants Contingency account to the Home Program Grant Fund Other Professional Services and City Participation in Outside Programs accounts; and

(c) Authorized staff to execute the amendment.

7. **C - Intergovernmental Agreement Amendment, Maricopa County Parks and Recreation Department, Maricopa Trail Alignment**

Approved the First Amendment to an Intergovernmental Agreement with the Maricopa County Parks and Recreation Department to support construction of a multi-modal trail section of the Maricopa Regional Trail.

8. **C - Grant Application, Staffing for Adequate Fire and Emergency Response, Firefighters**

Approved a Staffing for Adequate Fire and Emergency Response grant application in the amount of $1,021,560 to hire six new firefighters for the Lake Pleasant Fire Station.

9. **C - Third Quarter Budget Amendments**

Approved the Third Quarter Budget Amendments.

10. **C - Budget Amendment, City Attorney's Office, Civil Legal Services and Administrative Hearing Costs**

Approved a budget amendment in the amount of $115,000 from the General Fund Contingency account to the Civil Legal Services account for outside legal counsel pertaining to the Sports Complex Parking, Bioinspire, and elections matters, and $20,000 from the General Fund Contingency account to the Administrative Hearings account for costs related to personnel matters.

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

Adopted **Res. 2015-40** accepting Deeds and Easements for various Real Property interests acquired by the City.

12. **C - Final Plat, 87th Avenue and Continental Drive**

Approved the Final Plat of 87th Avenue and Continental Drive, located at the northwest corner of 87th Avenue and Continental Drive, subject to stipulations.

13. **C - Final Plat, The Meadows Parcel 12B, Lake Pleasant Parkway and Williams Road**

Approved the Final Plat of The Meadows Parcel 12B, located at Lake Pleasant Parkway and Williams Road, subject to stipulations.

14. **C - Replat, Lot 13 of Blackstone at Vistancia, Parcel B2, Lone Mountain Road and Blackstone Drive**

Approved the Replat of Lot 13 of Blackstone at Vistancia, located at Lone Mountain Road and Blackstone Drive, subject to stipulations.

15. **C - Replat, Tierra Del Rio Parcel 20B, 99th Avenue and Jomax Road**

Approved the Replat of Tierra Del Rio Parcel 20B, located at 99th Avenue and Jomax Road, subject to stipulations.

16. **C - Replat, Tierra Del Rio Parcel 21B, 99th Avenue and Jomax Road**

Approved the Replat of Tierra Del Rio Parcel 21B, located at 99th Avenue and Jomax Road, subject to stipulations.

REGULAR AGENDA

New Business:

17. **R - PUBLIC HEARING - Liquor License, Albertsons #971, located at 8950 West Bell Road**

Staff Report:

Brent Mattingly, Finance and Budget Director, reported on staff's recommendation to recommend approval to the State Liquor Board for Sampling Privileges (Series 09S) to

be added to the existing Off-Sale All Liquor License (Series 09) for Albertsons #971, located at 8950 West Bell Road, Nicholas C. Guttilla, Applicant, LL#10006698.

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

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on Sampling Privileges (Series 09S) to be added to the existing Off-Sale All Liquor License (Series 09) for Albertsons #971, located at 8950 West Bell Road, Nicholas C. Guttilla, Applicant, LL#10006698.

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

Council Action:

Motion was made by Councilmember Patena, seconded by Councilmember Binsbacher, to recommend approval to the State Liquor Board for Sampling Privileges (Series 09S) to be added to the existing Off-Sale All Liquor License (Series 09) for Albertsons #971, located at 8950 West Bell Road, Nicholas C. Guttilla, Applicant, LL#10006698.

Upon vote, the motion carried unanimously 7 to 0.

18. **R - PUBLIC HEARING - Commercial Solid Waste License, Auerbach Waste LLC**

Staff Report:

Brent Mattingly, Finance and Budget Director, presented an overview of the request for approval of a Commercial Solid Waste License to Auerbach Waste LLC in accordance with Chapter 22 of the Peoria City Code.

Mr. Mattingly provided a summary of the City Code addressing solid waste and outlined the licensing process regarding commercial solid waste collection. Mr. Mattingly advised that Auerbach Waste has submitted a license application, paid the application and licensing fees and has a current business license.

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a Commercial Solid Waste License for Auerbach Waste LLC, 12001 West Peoria Avenue, El Mirage, in accordance with Chapter 22 of the City Code.

In response to questions from Council, Mr. Mattingly reported on the City's efforts to recover licensing fees from commercial solid waste companies since 2007.

Discussion ensued regarding the City's negotiated settlement with Auerbach Waste LLC for fees due prior to 2013.

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

Council Action:

Motion was made by Councilmember Patena, seconded by Vice Mayor Edwards, to recommend approval of a Commercial Solid Waste License to Auerbach Waste LLC, 12001 West Peoria Avenue, El Mirage, AZ 85335 in accordance with Chapter 22 of the City Code.

Upon vote, the motion carried 6 to 1, with Councilmember Leone voting "no".

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

19. **Council Calendar**

20. **Reports**

A. Earth Day Update

Lisa Estrada, Sustainability and Economic Efficiency Manager, and John Sefton, Community Services Director, provided information on the activities held during the month of April 2015 in recognition of Earth Day.

Reports from City Council:

Council Youth Liaison Helt congratulated Council Youth Liaison Mullane on his acceptance to Harvard University.

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

Councilmember Hunt reported on her attendance at the Cinco de Mayo Book Sale sponsored by the Friends of the Peoria Public Library.

Councilmember Finn reported on the Parkfest! event held at Sweetwater Park. Councilmember Finn recognized City staff for the success of the event.

Council Youth Liaison Mullane reported on his attendance at the Sun City Elks Lodge Youth Appreciation Awards Dinner. Mr. Mullane reported that Peoria high schools will provide voter registration information to seniors prior to graduation.

Councilmember Patena congratulated the recipients of the City Manager's Excellence Awards.

Reports from the Mayor:

Mayor Carlat reported on her attendance at the Youth Appreciation Awards Dinner sponsored by the Sun City Elks Lodge. Mayor Carlat applauded Youth Council Liaison Mullane for receiving scholarships from the Elks Lodge and the State of Arizona. Mayor Carlat extended her congratulations to the recipients of the City Manager's Excellence Awards.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:40 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 5th day of May, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of June, 2015.

(Seal)

_____
Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
May 18, 2015

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

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

Members Absent: None.

Other Municipal Officials Present: Steve Kemp, City Attorney; and Linda Blas, Deputy City Clerk.

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

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

Authorized the holding of an Executive Session for the purpose of discussion or consideration of assignment, appointment, promotion, or salaries of a public officer or appointee pertaining to the evaluation process and performance reviews of the Municipal Judge and City Attorney pursuant to A.R.S. § 38-431.03.A.1.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:01 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 18th day of May, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of June, 2015.

(Seal)

_____
Rhonda Geriminsky, City Clerk

Agenda Item: 8C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 18, 2015 **Council Meeting Date: June 16, 2015**

TO: **Honorable Mayor and City Council**

FROM: **Tamara Shreeve, Strategic Management Officer**

THROUGH: **Carl Swenson, City Manager**

SUBJECT: **City Code Amendment – Policy and Administration Procedures**

Purpose:
This is a request for the City Council to adopt an Ordinance Amending Section 2-163 of Chapter 2 in City Code, 1992 Edition, with changes to the Administrative Procedures review process.

Background/Summary:
Currently, City Code Section 2-163 requires the City Manager to provide written notice to the City Council on proposed revisions/or new administrative procedures ten days prior to implementation. It is recommended to adopt an Ordinance amending Section 2-163 to allow the City Manager to implement revised and/or new administrative procedures without notifying the City Council.

The Ordinance does not change the requirement that all Personnel Administrative Regulations in Sections 61, 62.1, 62.2, 62.5, 62.6, 62.7, 62.8 and 63.4 can only be changed by an ordinance adopted by the City Council.

Previous Actions:

Options:
A: Adopt the Ordinance
B: Do not adopt Ordinance

Staff's Recommendation:
Staff recommends approving the Ordinance Amending Section 2-163 of Chapter 2 in City Code, 1992 Edition, with changes to the Administrative Procedures review process.

Fiscal Analysis:
There is no direct fiscal impacts of this item.

Exhibit(s):
Exhibit 1: Ordinance No. 2015-11

Contact Name and Number: Tamara Shreeve, Strategic Management Officer, x5143

ORDINANCE NO. 2015-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 2-163 PERTAINING TO POLICY AND ADMINISTRATION; ADMINISTRATIVE PROCEDURES; APPROVAL AND IMPLEMENTATION; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 2 of the Peoria City Code (1992) is amended by amending Section 2-163 pertaining to Policy and Administration; administrative procedures; approval and implementation and which shall read as follows:

Sec. 2-163. Policy and Administration; administrative procedures; approval and implementation.

(a) Administrative Procedures shall be developed by the City Manager or his designee to provide written statements on those powers and duties granted to the City Manager under the charter and code.

(b) Prior to implementation, the procedure shall be reviewed by the City Attorney as being within the powers and duties of the City Manager or his designee.

(c) ~~Not less than ten days prior to the implementation of an administrative procedure, the City Manager shall provide written notice to the City Council of the proposed revisions and/or new administrative procedure.~~ Personnel Administrative Regulations Sections 61, 62.1, 62.2, 62.5, 62.6, 62.7, 62.8 and 63.4 only shall be changed pursuant to an ordinance adopted by the city council in the manner provided by the Charter. The Council shall retain the right in its sole discretion and judgment to amend, repeal or modify any of the above-designated regulations.

~~(d) Upon approval by the City Manager or City Council, copies of the administrative procedure shall be available for public inspection at the department of the city clerk~~.

(d) Upon approval by the City Manager, copies of administrative procedures, except for those referenced in Section 2-163 (c), shall be available for public inspection at the department of the city clerk.

(e). Upon approval of the City Council copes of administrative procedures referenced in Section 2-163 (c), shall be available for public inspection at the department of the city clerk.

~~(f)~~ (~~e.~~) The City Manager shall maintain a codification of all administrative procedures promulgated by the City Manager or City Council.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 16th day of June, 2015.

Dated: _____ _____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in Peoria Times
Publication Dates: June 26, 2015
Effective Date: _____

Agenda Item: 9C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 27, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

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

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

SUBJECT: TA15-0001, Zoning Ordinance Text Amendment, Moving Truck & Trailer Rental

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Purpose:

This is a request for City Council to adopt an Ordinance amending Article 14-9 "Non-Residential Districts" of the Zoning Ordinance. The amendment modifies regulations for moving truck, trailer, and equipment rental.

Background/Summary:

F&R Grand Mini Storage, LLC initiated this request to amend the allowances for Moving Truck, Trailer, and Equipment Rental. These uses are not currently permitted in the Planned Community Commercial (PC-2) and Intermediate Commercial (C-2) Zoning Districts. These districts are commonly found at major arterial intersections. The proposed amendment would allow rental of a limited number of moving trucks, trailers, and equipment as an Accessory Use in conjunction with uses such as mini-storage and home improvement stores, which are already allowed in the PC-2 and C-2 Zoning Districts. The proposed accessory uses would be subject to special limitations and Site Plan approval.

This amendment would allow mini-storage facilities to offer rental of moving trucks on-site to customers who will be moving belongings into the storage facility. It would also allow home improvement stores to offer rental of moving trucks to their customers who need to transport large items purchased in store to their homes.

In summary, the proposed amendment constitutes an improvement to the Zoning Ordinance by expanding business opportunities for the provision of synergistic goods and services while identifying compatible, unobtrusive development practices. It supports the General Plan goals promoting compatibility between differing uses and high-quality architectural and site development.

Planning staff solicited feedback from other departments who utilize the Zoning Ordinance on a regular basis. Departments included representatives from Code Enforcement, Site Development, Building Development, Planning, and the City Attorney's Office. Feedback was incorporated into the proposed amendments as presented herein.

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:

On May 15, 2014, the Planning & Zoning Commission voted 7-0 in favor of recommending approval of the request to amend Article 14-9 of the Zoning Ordinance with two additions to the Ordinance: 1) No re-fueling shall be provided on-site and 2) Moving Trucks and trailers shall be limited to those which do not require a Commercial Drivers License to operate. These changes have been incorporated into the draft Ordinance attached as Exhibit 2. 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 Article 14-9 "Non-Residential Districts", of the Zoning Ordinance.

Fiscal Analysis:

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

Exhibit(s):

Exhibit 1- May 21, 2015 Staff Report to the Planning and Zoning Commission
Exhibit 2- Draft Ordinance (deletions/additions shown as ~~strike~~/<u>underscore</u>)

Contact Name and Number: Melissa Sigmund, Principal Planner, x7603

EXHIBIT 1

May 21, 2015 Report to the Planning and Zoning Commission

ZONING ORDINANCE TEXT AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: TA 15-0001

DATE: May 21, 2015

AGENDA ITEM: 5R

Applicant:	F&R Grand Mini Storage, LLC
Request:	Amend Article 14-09 "Non-Residential Districts", of the Zoning Ordinance to modify regulations for moving truck, trailer, and equipment rental.
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

1. The City received an application from F&R Grand Mini Storage, LLC requesting to amend the Zoning Ordinance as it pertains to moving truck rental. The applicant was interested in amending the Ordinance to allow rental of a limited number of moving trucks in conjunction with an existing mini-storage business located in the C-2, Intermediate Commercial Zoning District.

2. Article 14-3, "Non-Residential Districts" of the Zoning Ordinance currently allows Moving Truck, Trailer, and Equipment Rental as a Permitted Use in the C-4, *General Commercial*, C-5 *Regional Commercial*, PI-1 *Planned Light Industrial*, and I-1 *Light Industrial* Zoning Districts, subject to special limitations. This use is not permitted in the PC-2 *Planned Community Commercial* or C-2 *Intermediate Commercial* Zoning Districts.

3. The proposed amendment to the Zoning Ordinance would allow a limited number of moving trucks for rent in conjunction with other permissible uses such as mini-storage facilities and home improvement stores in the Planned Community Commercial (PC-2) and Intermediate Commercial (C-2) Zoning Districts.

DISCUSSION AND ANALYSIS

4. In response to the requested amendment, staff reviewed the Land Use Matrix of Article 14-9 of the Zoning Ordinance and assessed the proposed use in relation to the matrix as a whole in terms of the intensity and possible associated impacts.

5. The C-2 Zoning District allows Mini-Storage Warehouses, RV, Boat and Trailer Storage that is indoors or screened as a Permitted Conditional Use. Hardware & Home Improvement Stores are also allowed as either a Permitted or Permitted Conditional Use depending on whether they have garden centers. The C-2 Zoning District is the most common zoning district for neighborhood commercial centers in the city. As a result, a number of mini-storage facilities and home improvement stores are located in this district. While less common, the Planned Community Commercial District (PC-2) also supports mini-storage and home improvement store uses.

6. While the applicant had a particular business location that precipitated the requested amendment, staff recognized the natural synergy that could occur if uses such as mini-storage facilities and home improvement stores were able to offer moving truck and trailer rental at their facilities.

7. Moving truck rental use can already be observed as an ancillary use to existing mini-storage and home improvement store uses in other jurisdictions in the greater metropolitan area where these uses are paired to provide convenient access to moving trucks for customers already patronizing the primary business. One example of this synergy is Home Depot, which has some store locations that offer moving truck rental on-site, allowing practical transport of the larger items that may be purchased in store for customers that do not have access to a larger personal vehicle such as a pick-up truck. In addition, moving truck companies such as U-Haul have crossed over into the mini-storage marketplace and offer locations where a customer can rent a U-Haul moving truck to transport their belongings directly to the U-Haul storage facility without having to go separate businesses and locations for the two transactions.

8. A number of Special Limitations have been proposed with this amendment to mitigate the potential for negative impacts on adjacent properties from Moving Truck and Trailer Rental uses in the PC-2 and C-2 districts. The key limitations include:

    - The moving truck uses must be accessory or ancillary uses only.
    - No more than six (6) truck/trailer vehicles can be stored on site.
    - Storage of the trucks, trailers, and equipment must be either fully screened from view <u>or</u> located at least 200 feet away from the right of way.
    - Outdoor storage of the trucks, trailers, and equipment cannot occupy required parking spaces or access lanes.

9. The proposed limitations will allow the accessory moving truck rental uses to occur while maintaining a minimally invasive appearance from public view by limiting the quantities and locations of the vehicle and equipment storage. Prohibiting the moving vehicle and equipment from being stored in required parking or access lanes will also ensure that the site maintains proper circulation and avoids the potential for overcrowded or dysfunctional parking lots, which pose both safety and aesthetic concerns.

10. It is staff's assessment that the proposed change will provide greater options for business's to provide complementary services to better serve shoppers in Peoria, while ensuring that associated development occurs in a safe, compatible, and unobtrusive manner.

Administrative Procedure

Noticing and Neighborhood Comment

11. 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

12. It has been determined that a Proposition 207 waiver is not required.

FINDINGS AND RECOMMENDATION

13. Based on the following findings:

- The proposed amendment promotes economic development by expanding the services businesses are able to provide, while identifying compatible, unobtrusive development practices;
- The proposed amendment is consistent with the goals, objectives and policies of the Land Use element of the General Plan which promotes compatibility between differing uses and promotes high-quality architectural and site development;
- Upon review of the application, the Planning Manager has determined that a Proposition 207 waiver is not required for this application.

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

Recommend approval of Case TA15-0001 to the City Council.

ATTACHMENTS

Exhibit A: Proposed changes to Article 14-3
(deletions/additions shown as ~~strike~~/underscore)

Prepared by: Melissa Sigmund, AICP
Principal Planner

EXHIBIT A

ARTICLE 14-9
NON-RESIDENTIAL DISTRICTS

(Ord. No. 02-68, 2015-XX)

CONTENTS

14-9-1 INTENT
14-9-2 ZONING DISTRICTS

Office Commercial	O-1
Convenience Commercial	C-1
Planned Neighborhood Commercial	PC-1
Planned Community Commercial	PC-2
Intermediate Commercial	C-2
Central Commercial	C-3
General Commercial	C-4
Regional Commercial	C-5
Business Park Industrial	BPI
Planned Light Industrial	PI-1
Light Industrial	I-1
Heavy Industrial	I-2

14-9-3 LAND USE MATRIX
14-9-4 GENERAL REGULATIONS FOR O-1, C-1, PC-1, PC-2, C-2, AND C-3
14-9-5 LIMITATIONS ON USES
14-9-6 PROPERTY DEVELOPMENT STANDARDS

14-9-3 LAND USE MATRIX

The following land use matrix (Table 14-9-3) indicates uses which are permitted outright, conditionally permitted, or prohibited in specific non-residential zoning districts in the City of Peoria. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail. In the event of a specific use not being identified on the matrix, the Community Development Director or designee(s) shall determine the closest associated use based on the provisions of this ordinance. The City will permit any accessory use customarily incidental to a permitted principal use in the same zoning district.

Table 14-9-3 Land Use Matrix

LAND USE	O-1	C-1	PC-1	PC-2	C-2	C-3	C-4	C-5	BPI	PI-1	I-1	I-2
GENERAL INDUSTRIAL & MANUFACTURING - CONTINUED												
Manufacturing of chemical & allied products, petroleum & coal products, leather & tanning, wool pulling/scouring, explosives, fertilizers, detergents, soaps & animal fat by-products, sugar, starches, serums, toxins & viruses, oils & fats, animal & vegetable	-	-	-	-		-	-	-	-	-	-	C
Manufacturing of lumber & wood products, primary metal industries, fabricating metal products, machinery, & transportation equipment excluding ore reduction & smelting, production or refining of petroleum, gas or hydrocarbons	-	-	-	-	-	-	-	-	-	-	-	P
Medical Marijuana Manufacturing or Cultivation # (Ord. No. 2011-05A)	-	-	-	-	-	-	-	-	C	C	C	C
Mini-Storage Warehouses, RV, Boat, & Trailer Storage indoor, and/or screened only (Ord. No. 05-58A)#	-	-	-	C	C	-	C	C	P	P	P	P
Moving Company Storage & Transfer Facility (Ord. No. 05-58A)	-	-	-	-	-	-	P*	-	-	P*	P*	P*
Moving Truck, Trailer & Equipment Rental (Ord. No. 05-58A, 2015-XX) #	-	-	-	A-	-A	-	P*	P*	-	P*	P*	P*
Outdoor Storage, including Automobile, RV, Boat, and Trailer Storage.	-	-	-	-	-	-	C	C	-	P	P	P
Parcel Delivery Service (Ord. No. 05-58A)	-	-	-	-	-	-	-	-	P	P	P	P
Printing and Publishing Facilities	-	-	-	-	-	-	-	P	P	P	P	P
Processing & Compounding to reform recyclable materials into a useable state	-	-	-	-	-	-	-	-	-	-	-	C
Railroad Shops & similar heavy service facilities	-	-	-	-	-	-	-	-	-	-	-	P
Recycling Collection Facility #	-	-	-	-	-	-	-	-	-	-	C	C
Recycling Collection Point	A	A	A	A	A	A	A	A	A	A	A	A
Research Laboratories #	-	-	-	-	-	-	-	-	P	P	P	P
Storage, Processing & Sale of scrap metal & junk	-	-	-	-	-	-	-	-	-	-	-	P
Wholesaling, Warehousing, Distributing, Repair, Rental & Servicing of any commodity excluding live animals, explosives & storage of flammable liquids & gases.	-	-	-	-	-	-	-	-	P	P	P	P
GENERAL RETAIL												
Antiques, Crafts, and Collectibles Sales	-	-	P	P	P	P	P	P	-	-	-	-
Bait and Tackle Shops	-	-	P	P	P	P	P	-	-	-	-	-
Book, Stationery & Greeting Card Store	P	P	P	P	P	P	P	P	-	-	-	-

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory use

* = Any uses located within 200 feet of a residential district shall be subject to a Conditional Use Permit (Ord. No. 05-58A)
\# = Subject to special limitations (see the following section 14-9-5)
\- = Not Permitted

14-9-5 LIMITATIONS ON USES

D. General Industrial & Manufacturing

1. Mini-storage warehouses, RV, Boat, and Trailer Storage, indoor and/or screened, shall be subject to the following additional requirements:

   a. For the purposes of this section, an outdoor RV, Boat and Trailer Storage use shall be visibly screened from a public street by an architecturally integrated wall or structure consisting of a minimum height of ten (10) feet, or as otherwise approved by the Planning and Zoning Commission. Additional screening from elevated roadways may be required, such as canopies, berming, or other design solutions.

   b. Doors of the storage areas shall not front on any public street.

   c. Only storage shall be permitted. No sale of goods, materials or other tangible or intangible property from the facility or any part thereof shall be permitted. No activities conducted on the premises, whether related to the stored items or otherwise. The sale of insurance by the operator on goods stored therein or the sale by the operator of items used in connection with the storage of goods at the site shall not be prohibited.

   d. No hazardous or flammable materials, as defined in the Peoria City Building Code, shall be stored in such facility.

   e. The City may exempt any structure from side and rear yard setbacks, except in circumstances where the site devoted to such use abuts a residential use or residentially-zoned vacant property. In such cases, the setback for the site boundary abutting the residential district shall be no less than thirty (30) feet.

   f. All direct vehicular access shall be from an abutting arterial street.

   g. The locations of the driveways, wall, landscaping, and buildings shall be so arranged as to minimize traffic disruptions.

   h. A wall with a minimum height of six (6) feet and a landscaping buffer in accordance with Section 14-35-4.A.3, or as approved by the Planning and Zoning Commission, shall be constructed along the site boundary devoted to such use where abutting a residential use or residentially-zoned vacant property.

   i. All vehicle storage shall be limited to hard surfaced areas.

j. Lighting shall be directed toward the site and shall not cause undesirable glare to nearby residential properties.

2. Recycling Collection Facility and similar establishments shall not be engaged in any processing or compounding to reform materials into a useable state. The Planning and Zoning Commission may require screening, landscaping, and the restriction of use/materials to enclosed structures.

3. Research Laboratories whose principal function is basic research, design and pilot or experimental product development shall have all activities conducted within a completely enclosed building.

4. Moving Truck, Trailer, & Equipment Rental shall be subject to the following additional requirements:

   a. In the C-2 and PC-2 Zoning Districts, Moving Truck, Trailer, and Equipment Rental shall be allowed as an Accessory Use to Mini-Storage Warehouses-, RV, Boat, & Trailer Storage indoor, and/or screened only, Hardware & Home Improvement Store, and Hardware & Home Improvement Store with outdoor storage and/or garden center.
   b. No more than six (6) vehicles shall be stored on site in association with the Moving Truck, Trailer, and Equipment Use.
   c. Outdoor storage of vehicles and equipment associated with the Moving Truck, Trailer, and Equipment rental shall be fully screened from public view or located a minimum of 200 feet from the right of way.
   d. Outdoor storage of vehicles and equipment associated with the Moving Truck, Trailer, and Equipment rental shall not occupy required parking spaces or access lanes.
   e. Moving trucks, trailers, and equipment shall be stored in a designated area of the site. For multi-tenant sites, or sites with multiple uses, the designated area shall be proximate to the associated principal use.
   f. A Site Plan application or (Site Plan Amendment application for sites with a previously approved site plan) shall be required.

ORDINANCE NO. 2015-12

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 14-9 "NON-RESIDENTIAL DISTRICTS", 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 May 21, 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 May 1, 2015; and

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Arizona at its regularly convened meeting of May 21, 2015 voted to recommend to the Mayor and Council of the City of Peoria, Arizona, that an amendment be made to the Peoria City Code (1977 edition) and Chapter 14 of the Peoria City Code; 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 14-9 "Non-Residential Districts" of Chapter 14 of the Peoria City Code (1977 edition):

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

SECTION 1. of Chapter 14 of the Peoria City Code (1977 edition) shall be amended to read as indicated on Exhibit A.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this ___16th____ day of_____, 2015.

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in Peoria Times
Publication Dates: June 26, 2015
Effective Date:

ARTICLE 14-9 NON-RESIDENTIAL DISTRICTS

(Ord. No. 02-68, 2015-12)

CONTENTS

14-9-1 INTENT
14-9-2 ZONING DISTRICTS

Office Commercial	O-1
Convenience Commercial	C-1
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General Commercial	C-4
Regional Commercial	C-5
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Planned Light Industrial	PI-1
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14-9-3 LAND USE MATRIX
14-9-4 GENERAL REGULATIONS FOR O-1, C-1, PC-1, PC-2, C-2, AND C-3
14-9-5 LIMITATIONS ON USES
14-9-6 PROPERTY DEVELOPMENT STANDARDS

14-9-3 LAND USE MATRIX

The following land use matrix (Table 14-9-3) indicates uses which are permitted outright, conditionally permitted, or prohibited in specific non-residential zoning districts in the City of Peoria. The land use matrix is intended to serve as a guide for the convenience of the user of this zoning ordinance. Where the text of this zoning ordinance differs from the land use matrix, the text shall prevail. In the event of a specific use not being identified on the matrix, the Community Development Director or designee(s) shall determine the closest associated use based on the provisions of this ordinance. The City will permit any accessory use customarily incidental to a permitted principal use in the same zoning district.

Table 14-9-3 Land Use Matrix

LAND USE	O-1	C-1	PC-1	PC-2	C-2	C-3	C-4	C-5	BPI	PI-1	I-1	I-2
GENERAL INDUSTRIAL & MANUFACTURING - CONTINUED												
Manufacturing of chemical & allied products, petroleum & coal products, leather & tanning, wool pulling/scouring, explosives, fertilizers, detergents, soaps & animal fat by-products, sugar, starches, serums, toxins & viruses, oils & fats, animal & vegetable	-	-	-	-		-	-	-	-	-	-	C
Manufacturing of lumber & wood products, primary metal industries, fabricating metal products, machinery, & transportation equipment excluding ore reduction & smelting, production or refining of petroleum, gas or hydrocarbons	-	-	-	-	-	-	-	-	-	-	-	P
Medical Marijuana Manufacturing or Cultivation # (Ord. No. 2011-05A)	-	-	-	-	-	-	-	-	C	C	C	C
Mini-Storage Warehouses, RV, Boat, & Trailer Storage indoor, and/or screened only (Ord. No. 05-58A)#	-	-	-	C	C	-	C	C	P	P	P	P
Moving Company Storage & Transfer Facility (Ord. No. 05-58A)	-	-	-	-	-	-	P*	-	-	P*	P*	P*
Moving Truck, Trailer & Equipment Rental (Ord. No. 05-58A, 2015-12) #	-	-	-	A-	-A	-	P*	P*	-	P*	P*	P*
Outdoor Storage, including Automobile, RV, Boat, and Trailer Storage.	-	-	-	-	-	-	C	C	-	P	P	P
Parcel Delivery Service (Ord. No. 05-58A)	-	-	-	-	-	-	-	-	P	P	P	P
Printing and Publishing Facilities	-	-	-	-	-	-	-	P	P	P	P	P
Processing & Compounding to reform recyclable materials into a useable state	-	-	-	-	-	-	-	-	-	-	-	C
Railroad Shops & similar heavy service facilities	-	-	-	-	-	-	-	-	-	-	-	P
Recycling Collection Facility #	-	-	-	-	-	-	-	-	-	-	C	C
Recycling Collection Point	A	A	A	A	A	A	A	A	A	A	A	A
Research Laboratories #	-	-	-	-	-	-	-	-	P	P	P	P
Storage, Processing & Sale of scrap metal & junk	-	-	-	-	-	-	-	-	-	-	-	P
Wholesaling, Warehousing, Distributing, Repair, Rental & Servicing of any commodity excluding live animals, explosives & storage of flammable liquids & gases.	-	-	-	-	-	-	-	-	P	P	P	P
GENERAL RETAIL												
Antiques, Crafts, and Collectibles Sales	-	-	P	P	P	P	P	P	-	-	-	-
Bait and Tackle Shops	-	-	P	P	P	P	P	-	-	-	-	-
Book, Stationery & Greeting Card Store	P	P	P	P	P	P	P	P	-	-	-	-

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory use
***** = Any uses located within 200 feet of a residential district shall be subject to a Conditional Use Permit (Ord. No. 05-58A)

= Subject to special limitations (see the following section 14-9-5)
- = Not Permitted

14-9-5 LIMITATIONS ON USES

D. General Industrial & Manufacturing

1. Mini-storage warehouses, RV, Boat, and Trailer Storage, indoor and/or screened, shall be subject to the following additional requirements:

   a. For the purposes of this section, an outdoor RV, Boat and Trailer Storage use shall be visibly screened from a public street by an architecturally integrated wall or structure consisting of a minimum height of ten (10) feet, or as otherwise approved by the Planning and Zoning Commission. Additional screening from elevated roadways may be required, such as canopies, berming, or other design solutions.

   b. Doors of the storage areas shall not front on any public street.

   c. Only storage shall be permitted. No sale of goods, materials or other tangible or intangible property from the facility or any part thereof shall be permitted. No activities conducted on the premises, whether related to the stored items or otherwise. The sale of insurance by the operator on goods stored therein or the sale by the operator of items used in connection with the storage of goods at the site shall not be prohibited.

   d. No hazardous or flammable materials, as defined in the Peoria City Building Code, shall be stored in such facility.

   e. The City may exempt any structure from side and rear yard setbacks, except in circumstances where the site devoted to such use abuts a residential use or residentially-zoned vacant property. In such cases, the setback for the site boundary abutting the residential district shall be no less than thirty (30) feet.

   f. All direct vehicular access shall be from an abutting arterial street.

   g. The locations of the driveways, wall, landscaping, and buildings shall be so arranged as to minimize traffic disruptions.

   h. A wall with a minimum height of six (6) feet and a landscaping buffer in accordance with Section 14-35-4.A.3, or as approved by the Planning and Zoning Commission, shall be constructed along the site boundary devoted to such use where abutting a residential use or residentially-zoned vacant property.

   i. All vehicle storage shall be limited to hard surfaced areas.

   j. Lighting shall be directed toward the site and shall not cause undesirable glare to nearby residential properties.

2. Recycling Collection Facility and similar establishments shall not be engaged in any processing or compounding to reform materials into a useable state. The Planning and

Zoning Commission may require screening, landscaping, and the restriction of use/materials to enclosed structures.

3. Research Laboratories whose principal function is basic research, design and pilot or experimental product development shall have all activities conducted within a completely enclosed building.

4. Moving Truck, Trailer, & Equipment Rental shall be subject to the following additional requirements:

   a. In the C-2 and PC-2 Zoning Districts, Moving Truck, Trailer, and Equipment Rental shall be allowed as an Accessory Use to Mini-Storage Warehouses–, RV, Boat, & Trailer Storage indoor, and/or screened only, Hardware & Home Improvement Store, and Hardware & Home Improvement Store with outdoor storage and/or garden center.
      1) No more than six (6) vehicles shall be stored on site in association with the Moving Truck, Trailer, and Equipment Use.
      2) Outdoor storage of vehicles and equipment associated with the Moving Truck, Trailer, and Equipment rental shall be fully screened from public view or located a minimum of 200 feet from the right of way.
      3) Outdoor storage of vehicles and equipment associated with the Moving Truck, Trailer, and Equipment rental shall not occupy required parking spaces or access lanes.
      4) Moving trucks, trailers, and equipment shall be stored in a designated area of the site. For multi-tenant sites, or sites with multiple uses, the designated area shall be proximate to the associated principal use.
      5) No fueling shall occur on-site in conjunction with this use.
      6) Moving trucks and trailers which require a Commercial Drivers License for their operation shall be prohibited.
      7) A Site Plan application (or Site Plan Amendment application for sites with a previously approved Site Plan) shall be required.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C

Date Prepared: June 1, 2015 **Council Meeting Date:** June 16, 2015

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

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

SUBJECT: Authorization to accept $29,550 from the Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance Program

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Purpose:

This is a request for the City Council to accept $29,550 from the Arizona Criminal Justice Commission (ACJC) for Peoria's participation in the FY16 Crime Victim Assistance Program.

Background/Summary:

The Peoria Police Department desires to continue participation in the Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance Program that provides support services to victims of crime and funds personnel to staff the Victim Assistance Program. The Peoria Police Department has been awarded $29,550 in grant funding. This award would provide funding for personnel to deliver direct services to victims of crime.

By combining this grant with funds awarded through the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program, the Department will be able to fund personnel to provide crisis intervention, support, and referrals to crime victims. This advocacy is made available to victims from the time a crime occurs until the case is closed or submitted for prosecution. In addition to providing crisis response and follow-up referrals, the Victim Assistance Coordinator is responsible for screening, training, and supervising a team of volunteers assigned to the program.

With continued participation in the ACJC Crime Victim Assistance Program, the Peoria Police Department will be able to continue addressing the emotional and informational needs of victims of crime.

Previous Actions:

This is the ninth consecutive year that ACJC has awarded funds to the Peoria Police Department for participation in the ACJC Crime Victim Assistance Program.

Options:

A. Accept the awarded grant, continue to participate in the ACJC Crime Victim Assistance Program, and request a budget adjustment of $29,550 from the Proposed Grants Contingency account to the ACJC Grant account.

B. Do not accept the awarded grant and suggest alternate funding sources for the Crime Victim Assistance Program.

Staff's Recommendation:

Accept $29,550 from ACJC for Peoria's participation in the Crime Victim Assistance Program and request a budget adjustment of $29,550 from the Proposed Grants Contingency account to the ACJC Grant account.

Fiscal Analysis:

Request a budget adjustment of $29,550 from the Proposed Grants Contingency account (7990-7990-570000) to the ACJC Grant account (7526-7772-510000).

The match requirement for this grant will be fulfilled by combining this grant with funding awarded through the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program, the Victim Rights Program established by the Arizona Attorney General's Office, and the Police Department.

Narrative:

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

Exhibit 1: ACJC Grant Number VA-16-077

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

ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT

ACJC Grant Number VA-16-077
State Funded Grant Program

This Grant Agreement is made this 28th day of May, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and City of Peoria, through the Peoria Police Department hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   a. If to the COMMISSION:

      Arizona Criminal Justice Commission
      1110 W. Washington Street, Suite 230
      Phoenix, Arizona 85007
      Attn: Program Manager

B. If to the GRANTEE:

Peoria Police Department
8351 W. Cinnabar Avenue
Peoria, Arizona 85345
Attn: Roy Minter

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

   For grant awards less than $100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$19,110.00
Fringe Benefits (for salaries/overtime)	$10,440.00
Overtime	$0.00
Professional & Outside/Consultant & Contractual Services	$0.00
Travel In-State	$0.00
Travel Out-of-State	$0.00
Match	$29,550.00
Operating Expenses:	
Supplies	$0.00
Registration/Training	$0.00
Other	$0.00
Equipment	
Capital	$0.00
Noncapital	$0.00
TOTAL	$59,100.00
Positions Funded: Victim Assistance Coordinator, Victim Advocate	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed $29,550.00 in state funds. The matching amount for this award is $29,550.00.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

11. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
    Link: *Uniform Accounting Manual for Arizona Counties* http://www.auditorgen.state.az.us

14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

    Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
Annual Report (July 1, 2015 – June 30, 2016)	August 15, 2016

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

    More frequent reports may be required for GRANTEES who are considered high risk.

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.

17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.

20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.

21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.

30. 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 Indeminitor, its officers,

officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

31. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

    Contractor shall defend, indemnify, and hold harmless the GRANTEE 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
    Link: http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx

40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
    Link: *ACJC Grants Management Reference Manual*
    http://azcjc.gov/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf

42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
    Link: https://www.niem.gov/program-managers/Pages/implementation-guide.aspx

43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.

51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission

CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITIONS

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

Authorized Official Initials:_____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Date

Cathy Carlat, Mayor

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

ATTEST:

Rhonda Geriminsky, Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Stephen M. Kemp, City Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

ART 1, Sec 3(15) Peoria City Charter

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements **for Governmental Parties to an Intergovernmental Agreement:**

None.

Insurance Requirements **for Any Contractors Used by a Party to the Intergovernmental Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, and broad form contractual liability.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Fire Legal Liability $ 50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

   b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Employers' Liability

	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:
The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Agenda Item: 11C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 1, 2015 **Council Meeting Date:** June 16, 2015

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

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

SUBJECT: Intergovernmental Agreement between the City of Peoria and the Peoria Unified School District to assign Peoria Police Officers as School Resource Officers

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Purpose:

This is a request for City Council to approve an Intergovernmental Agreement with the Peoria Unified School District to assign Peoria Police Officers as School Resource Officers at four high school campuses in the City of Peoria.

Background/Summary:

This agreement assigns four school resource officers to Peoria, Sunrise Mountain, Centennial and Liberty High Schools through the school year ending in May 2017.

School Resource Officers provide an important level of service for the school, the community, and the patrol officers on the street. The current school resource officers have also been involved in making the schools better neighbors by assessing the impact they have on the surrounding neighborhoods.

This program will continue the cooperative efforts by the City of Peoria Police Department and the Peoria Unified School District that create a positive approach to promoting public safety and awareness. By assigning police officers on the school campuses, it promotes a positive partnership with the Peoria Unified School District, students, the individual schools, and the Police Department.

The assigned officers participate in educational programs, which aid students in dealing successfully with peer pressure, child abuse, gangs, drug awareness, and other related issues. The officers will investigate school related criminal activities and assist school administrators in addressing these matters.

The officers work on campus while school is in session. During the summer break, officers will complete duties assigned by the Police Department. This partnership allows the Police

Department to continue educational efforts in local schools while increasing police visibility and presence in the community.

Previous Actions:

City Council has previously approved the attached agreement. This will be the sixth consecutive year that School Resource Officers have been assigned to Peoria Unified School District high school campuses.

Options:

A: Approve the Intergovernmental Agreement with the Peoria Unified School District to assign four Peoria Police Officers as School Resource Officers at Peoria, Sunrise Mountain, Centennial and Liberty High Schools through May 2017.

B: Choose not to participate in this agreement with the Peoria Unified School District.

Staff's Recommendation:

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria to assign four Peoria Police Officers to the campuses of Peoria, Sunrise Mountain, Centennial and Liberty High Schools as School Resource Officers.

Fiscal Analysis:

The Peoria Unified School District will contribute a portion of each officer's salary ($53,000 in FY16 and FY17) which is currently budgeted in the Police Department's operating budget.

Narrative:

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

Exhibit(s):

Exhibit 1: Intergovernmental Agreement

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

When recorded return to:
City of Peoria, City Clerk
8401 W. Monroe Street
Peoria, AZ 85345

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
PEORIA UNIFIED SCHOOL DISTRICT AND THE CITY OF PEORIA
FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this ___ day of ____ (the "Effective Date"), by and between the City of Peoria, an Arizona municipal corporation through its Police Department (the "City"), and the Peoria Unified School District, a political subdivision of the State of Arizona (the "District"). The City and the District are collectively referred to as "Parties" and individually as City, District and "Party."

RECITALS

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Resource Officers, and the City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by, the Peoria City Charter, Art. 1, Sec. 3(15), and A.R.S. § 11-952 *et seq*, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, it is agreed between the parties as follows:

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for joint cooperative efforts by the District and the City for use of certain City police officers as School Resource Officers in accordance with the terms and conditions outlined in this Agreement.

TERMS OF THE AGREEMENT

1. **Assignment**. The City shall assign a total of four **(4)** police officers to the District on **August 4, 2015**, and until the end of that school year (i.e., **May 25, 2016**) and on **August 10, 2016** and until the end of that school year (i.e **May 25, 2017**) to perform services as follows:

One (1) officer assigned as School Resource Officer to Peoria High School only.

One (1) officer assigned as School Resource Officer to Sunrise Mountain High School only.
One (1) officer assigned as School Resource Officer to Centennial High School only.
One (1) officer assigned as School Resource Officer to Liberty High School only.

2. **Term and Termination**. This Agreement shall commence on the Effective Date and shall continue until **May 25, 2017**, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either Party providing the other Party thirty (30) day prior written notice.

3. **Relationship of Parties.**

A. The personnel of one Party to this Agreement will not for any purpose be considered employees or agents of the other Party; and each Party assumes full responsibility for the actions of its personnel while performing under this Agreement. Each Party shall be solely responsible for the supervision, direction and control of its personnel. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind of the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The police officers assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned police officers shall fulfill their duties as law enforcement officers for the State of Arizona. The District shall not interfere with the assigned police officers' duties as sworn law enforcement officers. A City police officer, as a School Resource Officer, shall maintain a collaborative partnership with school administrators. When functioning as a School Resource Officer, during school hours, the officer will report to the school principal or his/her assigned designee. The School Resource Officer will also adhere to District procedures and policies while serving as a School Resource Officer. In the event of procedural conflicts that may exist between the District and City policies, the School Resource Officer will immediately consult with the assigned City supervisor for procedural resolution. The District agrees to act reasonably and in good faith to assist the officer in the performance of their duties and responsibilities.

C. The District should the occasion arise will immediately contact the assigned City supervisor, to discuss performance or suitability issues pertaining to the School Resource Officer. The City supervisor and the District will work collaboratively to resolve any issues, which may result in corrective action or reassignment of the School Resource Officer, if necessary.

4. **Costs and Payment.**

A. Year One: The District agrees to reimburse the City $53,000 for each of the assigned School Resource Officers salary ($53,000.00 per officer). These costs will be evaluated each fiscal year to correlate with any increased employees costs to the City.

B. Year Two: The District agrees to reimburse the City $53,000 for each of the assigned School Resource Officers salary ($53,000.00 per officer). These costs will be evaluated each fiscal year to correlate with any increased employees costs to the City.

C. The City as the primary employer for the School Resource Officers will be responsible for each assigned School Resource Officers salary, etc. with the exception of the above mentioned amount to be reimbursed by the District. Additionally, the City will be responsible for any workers' compensation, benefits, which may accrue.

D. Each Party will establish and maintain a budget according to its responsibilities under this Agreement and their established rules and regulations.

5. **School Resource Officer's Responsibilities and Goals**.

A. A School Resource Officer shall have the following responsibilities:

1. Establish and maintain a professional working relationship with school officials. Build a relationship with students, parents and school officials that promote a positive image of law enforcement.

2. Provide appropriate police and enforcement services at school.

3. Work cooperatively with the school administrators and parents to identify students who exhibit high truancy rates.

4. Attempt to locate and return to school all students who are identified pursuant to paragraph 3 as absent from school without an acceptable excuse.

5. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.

6. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.

7. Investigate all reported criminal incidents within the school and take appropriate enforcement action.

8. Prepare and maintain such records of reported criminal incidents within the school as are required by the operational needs of the City Police Department.

B. A School Resource Officer shall use good faith efforts to achieve the following goals:

1. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the goal of reducing truancy and abuse rate.

2. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.

3. Investigate all reported child abuse incidents within the school. Attempt to identify abused or neglected children and use counseling, enforcement action, referrals to Department of Economic Security Child Protective Services or any other legal means to attempt to change the conditions responsible for the abuse or neglect.

4. Refer juveniles or their families or both to the appropriate social service agencies for assistance when a need is determined.

5. Instruct District school administrators and faculty members in the identification of abused or neglected children, report the abuse or neglect, and take necessary action to attempt to prevent further abuse or neglect.

6. Provide counseling and educational programs in truancy, abuse, drugs, or any other topic mutually agreed upon by the Parties.

7. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

8. Establish liaison with school administrators, staff, students and parents.

9. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. Each officer shall complete a minimum of fifty (50) hours of classroom law-related education instruction per semester.

10. Develop collaborations with community resources, identifying services offered that could benefit students.

11. Act as a resource in the investigation of school-related criminal activities.

12. Participate in the Parent-Teacher Association as requested.

13. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.

14. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.

15. Provide information when requested to students, parents, and staff in law-related situations.

16. Maintain an activity log that tracks law-related education classroom instruction, law enforcement activity and any situations that take the officer off his or her assigned campus.

17. Work collaboratively with the school safety team on the development of the safe school plan. Review and update the school safety plan, and conduct school-wide exercises to test the plan.

18. Plan school security improvements~~,~~ and conduct school safety assessments.

19. Attend training opportunities.

6. **Time and Place of Performance**.

A. The police officers assigned to the District as School Resource Officers will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The assigned officers will wear uniforms as authorized by the applicable Peoria Police Department Policy and Procedures.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school-related problems.

2. Incentive programs approved by the Parties.

3. In response to off-campus, but school-related, criminal activity.

4. Attendance at off-campus events or meetings at the school's request.

5. Attendance at training.

6. In response to emergency police activities.

7. As directed by any Peoria Police Supervisor.

C. During days that schools are not in session, the police officers assigned as School Resource Officers shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

7. **District Responsibilities**.

A. The District will provide the police officers with a secured office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer database access and email linkages, and filing space capable of being secured.

B. Upon termination, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement shall remain the property of the Party that purchased the property or equipment.

8. **Status Meetings**. By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the Parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

9. **Entire Agreement; Modification**. This Agreement constitutes the full and complete understanding and agreement of the Parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both Parties.

10. **Notices**. Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the CITY:

City of Peoria Police Department
Police Administration
8351 West Cinnabar Avenue
Peoria, Arizona 85345

If to the DISTRICT:

Peoria Unified School District
6330 West Thunderbird Road
Glendale, Arizona 85306

All notices and demands shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by telefacsimile; or twenty-four (24) hours after deposit in the U. S. Mail, if by certified mail.

11. **Resolution of Disputes**. Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.

12. **Cancellation**. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

13. **Non-appropriation**. Each Party recognizes that the performance by either Party under this Agreement may be dependent upon the appropriation of funds to or by that Party's governing body. Should either Party fail to be appropriated or to appropriate the necessary funds, that Party may terminate this Agreement as stated herein without incurring further duty or obligation after the other Party's receipt of such notice. Each Party agrees to give notice to the other Party as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

14. **Compliance with Applicable Laws**. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

15. **Indemnification**. Each Party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF PEORIA, an Arizona municipal corporation

By: _____ _
Carl Swenson
City Manager

Recommended by:

By: _____
Roy W. Minter, Jr.
Chief of Police

PEORIA UNIFIED SCHOOL DISTRICT

By: _____
Matthew Bullock
PUSD Board President

Recommended by:

By: _____
Dr. Denton Santarelli
Superintendent of Schools

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVAL OF DISTRICT ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

_____
Peoria Unified School District Attorney

Date_____

_____
Stephen M. Kemp, City Attorney

Date:_____

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C

Date Prepared: June 1, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Brent D. Mattingly, Chief Financial Officer

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Intergovernmental Agreement – Arizona Department of Revenue

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Purpose:

This is a request for City Council to approve Resolution No. 2015-65 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Peoria and the Arizona Department of Revenue (ADOR) for tax and license administrative functions beginning July 1, 2015.

Background/Summary:

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. Section 42-6001. That statute was modified for the purpose of "tax simplification" with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute now requires the ADOR to administer Arizona cities' transaction privilege and use tax (TPT). ADOR is terminating all existing Intergovernmental Agreements (IGAs) with municipalities and is requiring that each municipality enter into a new IGA to reflect the changes in the law and to provide the working relationship with ADOR. The IGA covers all aspects of local tax administration. Main items that the IGA addresses include confidentiality of taxpayer information, how auditing by the cities will function, how disputes between the cities and ADOR will be resolved, and how tax licenses will be administered.

State administration for the current self-collecting cities (such as Peoria) is predicated on ADOR having the capability to provide an electronic means for collecting and distributing detailed taxpayer information including specific gross receipts and deductions by tax classification and by business locations. This IGA intends to cover all aspects of administration after ADOR takes over for all cities and towns, but it also includes language allowing self-collecting cities to continue their own tax and license programs until such time that ADOR is able to perform the administrative functions documented in statute.

This IGA was negotiated with the ADOR by the League of Arizona Cities and Towns, a task force of city representatives, and attorneys. All 91 Arizona cities and towns will adopt this IGA with

an effective date of July 1, 2015. No changes are allowed to be made to the ADOR IGA. The terms of this IGA cover the period of July 1, 2015 through June 30, 2016. It renews automatically each year.

Previous Actions:

The City of Peoria adopted the Model City Tax Code in 1987. It is the intent and policy of the City of Peoria to cooperate with other cities and governments with the implementation of the tax and license requirements in conformance with State Statute.

Options:

A: Approve Resolution No. 2015-65 authorizing the Mayor to execute this Intergovernmental Agreement between the City of Peoria and the State of Arizona Department of Revenue (ADOR) for tax and license administrative functions beginning July 1, 2015.

B: Do not approve Resolution No. 2015-65 authorizing the Mayor to execute this Intergovernmental Agreement between the City of Peoria and the State of Arizona Department of Revenue (ADOR) for tax and license administrative functions beginning July 1, 2015.

Staff's Recommendation:

Staff recommends that the Mayor and City Council approve Resolution No. 2015-65 authorizing the Mayor to execute this Intergovernmental Agreement between the City of Peoria and the State of Arizona Department of Revenue (ADOR) for tax and license administrative functions beginning July 1, 2015.

Fiscal Analysis:

This agreement will not result in any budgetary impact to the City.

Exhibit(s):

Exhibit 1: Resolution No. 2015-65

Exhibit 2: Intergovernmental Agreement Between the State of Arizona and the City of Peoria

Contact Name and Number: Brent Mattingly, CFO, x7134

RESOLUTION NO. 2015-65

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT, BETWEEN THE CITY OF PEORIA AND THE ARIZONA DEPARTMENT OF REVENUE REGARDING TAX AUDIT FUNCTIONS BEGINNING 7/1/2015.

WHEREAS, the Mayor and City Council of the City of Peoria are empowered pursuant to Arizona Revised Statutes § 11-952 *et seq*. and Peoria City Charter Article 1, Section 3(15) to enter into intergovernmental agreements and contracts for services and/or the joint exercise of powers common to the contracting parties for the purpose of joint or cooperative action incident thereto; and

WHEREAS, the City of Peoria desires to enter into an intergovernmental agreement proposed by the Arizona Department of Revenue regarding the audit functions beginning July 1, 2015; and

WHEREAS, the City of Peoria has examined and approved the form and content of the proposed Intergovernmental Agreement modification and is now determined to enter into the agreement for the purposes stated therein.

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

Section 1. The Mayor and City Council of the City of Peoria hereby approves and authorizes the Mayor to execute an Intergovernmental Agreement with the Arizona Department of Revenue, on behalf of the City of Peoria.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Maricopa County, Arizona this 16th day of July, 2015.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY/TOWN OF PEORIA

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City/Town of Peoria, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. <u>Definitions</u>

1.1 A.R.S. means the Arizona Revised Statutes.

1.2 Adoption of an Ordinance means final approval by majority vote of the City/Town council.

1.3 Audit means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.

1.4 Closing Agreement means an agreement to compromise or settle a tax liability.

1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.

1.6 **Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.

1.7 **Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.

1.8 **Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.

1.9 **Modification** means a change to an assessment required or authorized by statute.

1.10 **Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.

1.11 **State** means the State of Arizona.

1.12 **State and Local Uniformity Group** ("SLUG") means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.

1.13 **Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by City/Town to Department

2.1 **Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from City/Town. The Department shall inform City/Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to City/Town at TPTDOR@peoriaaz.gov. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.

2.2 **Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

2.3 Municipal Ordinance:

(a) City/Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.

(b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. City/Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.

(c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits.

2.6 Other Information: City/Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by Model City Tax Code Section 510.

3. Disclosure of Information by Department to City/Town.

3.1 Qualified Recipients of Information: City/Town shall provide a list of the names and job titles of City/Town employees and any independent auditors acting on behalf of City/Town authorized to receive Confidential Information. City/Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a City/Town employee or independent auditor whose name is not included on this list. The Department may contact City/Town with any questions related to qualified recipients by contacting Tax & License Supervisor at TPTDOR@PEORIAAZ.GOV.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

(a) If the Department has information to suggest City/Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.

(b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.

(c) If City/Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.

(d) If the Department has information to suggest City/Town has violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutal agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

(a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

(b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

(a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and

(b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and City/Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of City/Town.

(a) Non-Program City/Town: If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

(1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and

(2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and

A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will contintinue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. <u>Audit</u>.

The Department shall administer the audit functions for City/Town in accordance with the following provisions.

4.1 **Training**: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

(a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;

(b) Provide additional training when practical;

(c) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;

(d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;

(e) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at designated training location: and

(f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

(a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.

(b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

(c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.

(d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.

(e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

(a) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide City/Town with a written response within fifteen calendar days of the notice from City/Town.

(b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.

(c) City/Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by City/Town, but not a taxable activity under State law:

1. Residential rentals;
2. Commercial rentals;
3. Speculative Builders; or
4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within thirty calendar days. No initial audit contact may occur

between City/Town and a taxpayer until the Department approves the audit notice.

(d) City/Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify City/Town of the decision regarding the request within thirty calendar days of receipt of the request.

(e) The Department may deny a request for an audit for the following reasons:

1. An audit is already scheduled or planned for the taxpayer within six months of the request;
2. The requested audit would interfere with strategic tax administration planning;
3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
4. The request lacks sufficient information for the Department to determine whether it is appropriate;
5. The Taxpayer was audited within the previous two years;
6. The Department lacks sufficient resources to conduct the audit; or
7. The scope or subject of the audit does not justify the use of Department resources.

(f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department appoints someone to supervise the audit.

(g) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.

(h) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.

(i) The Department may appoint a manager to supervise any audit conducted by City/Town.

(j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.

(k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

(l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

(a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.

(b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above. .

(c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assign an auditor to assist with such reviews.

(d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.

(e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statues. Upon request, the Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Notice of Resolution: The Department shall notify City/Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.

4.7 Status Reports: The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. City/Town may request to be kept informed of voluntary disclosure agreements involving City/Town Municipal Tax. If City/Town makes that request, the Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

7.1 **Approval** - The Department shall notify City/Town before entering into a Closing Agreement related to the tax levied and imposed by City/Town. The Department shall seek approval from either City/Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only City/Town, then the Department will attempt to obtain approval from City/Town first, and will only seek approval from SLUG if City/Town is unresponsive or the Department and City/Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.

7.2 **Litigation** - During the course of litigation, the Department shall seek a range of settlement authority from City/Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

8.1 Administrative Proceedings: The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department.

8.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.

8.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.

8.4 Administrative Decisions: The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

9.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

9.2 Collection: The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town.

9.3 Remittance: All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.4 Abatement: The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.

9.5 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

11.1 Requests: Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.

11.2 **Notice:** The Department shall notify City/Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.

11.3 **Dispute Resolution:** Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

City/Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within City/Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, City/Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

13.1 **Members**: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.

13.2 **Selection**: The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.

13.3 **Meetings**: SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.

13.4 **Issues:** City/Town may refer issues to SLUG involving the following:

(a) Decisions by the Department to not audit a taxpayer;

(b) Amendments to Department audit procedures or manuals;

(c) Closing Agreements or a range of settlement authority;

(d) Abatement or account closure in collections;

(e) Suspension of disclosure of information from the Department; and

(f) Other issues as authorized by the Director of the Department or agreed upon by the parties.

13.5 **Recommendations**: SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.

13.6 **Voting**: Voting shall be by secret ballot.

13.7 **Procedures:** **SLUG** may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by City/Town.

14.1 **Funding**: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

14.2 **Use of Funds:** City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

14.3 **Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.

14.4 **Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

15.1 **Funding**: City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.

15.2 **Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.

15.3 **Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

15.4 **License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

(a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be mailed to City/Town at the following address, directed to the attention of:

City Clerk
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345

(b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

21.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."

21.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

21.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing

upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.

28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.

28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.

28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

30. Entire Agreement.

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature Date	Signature Date
Typed Name and Title	Typed Name and Title Cathy Carlat, Mayor
Entity Name	Entity Name City of Peoria
Address	Address 8401 West Monroe Street
City State Zip	City State Zip Peoria, AZ 85345
RESERVED FOR THE ATTORNEY GENERAL:	**RESERVED FOR CITY/TOWN ATTORNEY:**
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. **MARK BRNOVICH** The Attorney General _____ Signature Assistant Attorney General Date: _____	APPROVED AS TO FORM AND AUTHORITY: BY: STEVEN KEMP CITY/TOWN ATTORNEY Date: _____ Attest: _____ Rhonda Geriminsky, City Clerk

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).

1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.

1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.

1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:

a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;

b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were $900,000 and none of them reported individual sales above the $20,000 mark, which would have qualified for the lower tax rate on large purchases)

c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf

2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.

2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.

2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.

2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.

2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.

2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.

2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.

3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).

3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

Disposal of Information

4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.

4.2 Confidential Information may be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

EXHIBIT 1

ENCRYPTION STANDARDS

1.0 Acceptable Encryption Algorithms – The following encryption algorithms are considered acceptable for use in information systems to protect the transmission or storage of Confidential Information and system access.

1.1.1 Acceptable Security Strength – the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.

a. The current minimum key strength for Confidential Information is 112 bits.

1.1.2 Symmetric Encryption Algorithms – The following symmetric encryption algorithms are considered acceptable for use.

Algorithm	Reference	Acceptable Key Strengths
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits

1.1.3 Key Agreement Schemes – The following key agreement schemes are considered acceptable for use

Key Agreement Scheme	Reference	Acceptable Key Strengths Finite Fields	 Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800-56A SP 800-135	P = 2048 Q = 224 or 256	N: 224-255 and H=14 N: 256-383 and H=16 N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	

1.1.4 Hash Functions – The following hash functions are considered acceptable for use

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224 SHA-256 SHA-384	SHA-224 SHA-256 SHA-384	SHA-1 SHA-224 SHA-256

SHA-512	SHA-512	SHA-384 SHA-512

1.1.5 Digital Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	p>= 2048 q = 224	p>= 2048 q = 224	>= 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	>= 112 bits
ECDSA	FIPS 186-4	224	224	>= 112 bits

1.1.6 Message Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Hash Algorithms	Hash Generation	Hash Verification
HMAC	>= 112 bits	>= 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City

- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts

- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name

- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-2)

License & Registration
ARIZONA DEPARTMENT OF REVENUE
PO BOX 29032
Phoenix, AZ 85038-9032

IMPORTANT! Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Taxpayer Information & Assistance: (602) 542-4576

You can file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification No. or Social Security No.
if sole proprietor without employees

2* License Type – *Check all that apply:*
☐ Transaction Privilege Tax (TPT) ☐ Use Tax
☐ Withholding/Unemployment Tax (*if hiring employees*) ☐ TPT for Cities ONLY

3* Type of Organization/Ownership – *Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.*
☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture
☐ Corporation ☐ Association ☐ Estate ☐ Receivership
State of Inc. ☐ ☐ Partnership ☐ Trust
Date of Inc. M M D D Y Y Y Y ☐ Limited Liability Company ☐ Limited Liability Partnership

4* Legal Business Name

5* Mailing Address – number and street | City | State | ZIP Code

County/Region | Country

6* Business Phone No. (*with area code*) | 7 Email Address | 8 Fax Number (*with area code*)

9* Description of Business: *Describe merchandise sold or taxable activity.*

10* **NAICS Codes:** Available at www.azdor.gov

11* Did you acquire or change the legal form of an existing business?
☐ No ☐ Yes ➔ You must complete Section F.

12* Are you a construction contractor?
☐ No ☐ Yes *(see bonding requirements)*

BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.

WITHHOLDING LICENSE ONLY

13* Withholding Physical Location
Number and street (*Do not use PO Box, PMB or route numbers*) | City | State | ZIP Code

County/Region | Country

Continued on page 2 ➔

FINAL

FOR AGENCY USE ONLY		
☐ New	ACCOUNT NUMBER	DLN
☐ Change	START	TRANSACTION PRIVILEGE TAX
☐ Revise	S/E DATE	WITHHOLDING / SSN / EIN
☐ Reopen	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1					
*Social Security No.	*Title	*Last Name	First Name	Middle Intl.	
*Street Address		*City		*State	* % Owned
*ZIP Code	*County	*Phone Number (*with area code*)	*Country		

Owner 2					
*Social Security No.	*Title	*Last Name	First Name	Middle Intl.	
*Street Address		*City		*State	* % Owned
*ZIP Code	*County	*Phone Number (*with area code*)	*Country		

Owner 3					
*Social Security No.	*Title	*Last Name	First Name	Middle Intl.	
*Street Address		*City		*State	* % Owned
*ZIP Code	*County	*Phone Number (*with area code*)	*Country		

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M M D D Y Y Y Y

2* Date Sales Began M M D D Y Y Y Y

3 What is your anticipated annual income for your first twelve months of business?

4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, *check the months for which you intend to do business:*

☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

5 Does your business sell tobacco products? ☐ Yes ➔ ☐ Retailer OR ☐ Distributor

6 TPT Filing Method ☐ Cash Receipts ☐ Accrual

7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes ➔ You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov

8* Tax Records Physical Location – number and street (*Do not use PO Box, PMB or route numbers*) City State ZIP Code

County Country

9* Name of Contact * Phone Number (*with area code*) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location

2* Physical Location of Business or Commercial/Residential Rental Number and street (*Do not use PO Box, PMB or route numbers*) City State ZIP Code

County/Region Country

Residential Rental Only – Number of Units Reporting City *(if different than the physical location city)*

3* Additional County/Region Indian Reservation: County/Region and Indian Reservation Codes available at www.azdor.gov

County/ Region					City				

Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov

State/ County					City				

If you need more space, attach Additional Business Locations form available at www.azdor.gov

FINAL

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION E: Withholding & Unemployment Tax Applicants

1* *Regarding THIS application*, Date Employees First Hired in Arizona M M D D Y Y Y Y	**2** Are you liable for Federal Unemployment Tax? ☐ Yes ➔ First year of liability: Y Y Y Y
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes ➔ *Describe services:*	**4** Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes ➔ *Attach a copy of the Ruling Letter.*

5 Do you have, or have you previously had, an Arizona unemployment tax number?
☐ No
☐ Yes ➔ Business Name: _____ Unemployment Tax Number: _____

	Hired Year	Hired Quarter	Paid Year	Paid Quarter
6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):	Y Y Y Y	Q	Y Y Y Y	Q

	Year	Quarter
7 When did/will you first pay a total of $1,500 or more gross wages in a calendar quarter? *(indicate quarter as 1, 2, 3, 4)* Exceptions: $20,000 gross cash wages Agricultural: $1,000 gross cash wages Domestic/Household: not applicable to 501(c)(3) Non-Profit.	Y Y Y Y	Q
8 When did/will you first reach the 20th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? *(indicate quarter as 1, 2, 3, 4)* Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.	Y Y Y Y	Q

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	**2*** Date of Acquisition M M D D Y Y Y Y	**3*** EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	**5*** Name of Business Under Previous Owner	**6*** Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	**8*** Date of Change M M D D Y Y Y Y	**9*** EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator (authorized users)

By electing to register for www.AZTaxes.gov, you can have online access to account information, file and pay Arizona transaction privilege, use, and withholding taxes. You may also designate authorized users to access these services. Please provide the name of the authorized user for AZTaxes.gov.

Name of Authorized User
Title
Email Address
Phone Number (*with area code*)

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

Under penalty of perjury I (we), the applicant, declare that the information provided on this application is true and correct. I (we) hereby authorize the security administrator, if one is listed in Section G, to access the AZTaxes.gov site for the business identified in Section A. This authority is to remain in full force and effect until the Arizona Department of Revenue has received written termination notification from an authorized officer.

1 Print or Type Name	**2** Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program

This application available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

FINAL

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION I: State/County & City License Fee Worksheet

ALL FEES ARE SUBJECT TO CHANGE. Check for updates at azdor.gov.

To calculate **CITY FEE:** Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		$50.00		Goodyear	GY		$5.00		Sahuarita	SA		$5.00	
Avondale	AV		$40.00		Guadalupe	GU		$2.00		San Luis	SU		$2.00	
Benson	BS		$5.00		Hayden	HY		$5.00		Scottsdale	SC		$50.00	
Bisbee	BB		$1.00		Holbrook	HB		$1.00		Sedona	SE		$2.00	
Buckeye	BE		$2.00		Huachuca City	HC		$2.00		Show Low	SL		$2.00	
Bullhead City	BH		$2.00		Jerome	JO		$2.00		Sierra Vista	SR		$1.00	
Camp Verde	CE		$2.00		Kearny	KN		$2.00		Snowflake	SN		$2.00	
Carefree	CA		$10.00		Kingman	KM		$2.00		Somerton	SO		$2.00	
Casa Grande	CG		$2.00		Lake Havasu	LH		$5.00		South Tucson	ST		$2.00	
Cave Creek	CK		$20.00		Litchfield Park	LP		$2.00		Springerville	SV		$5.00	
Chandler	CH		$50.00		Mammoth	MH		$2.00		St. Johns	SJ		$2.00	
Chino Valley	CV		$2.00		Marana	MA		$5.00		Star Valley	SY		$2.00	
Clarkdale	CD		$2.00		Maricopa	MP		$2.00		Superior	SI		$2.00	
Clifton	CF		$2.00		Mesa	ME		$30.00		Surprise	SP		$10.00	
Colorado City	CC		$2.00		Miami	MM		$2.00		Taylor	TL		$2.00	
Coolidge	CL		$2.00		Nogales	NO		$25.00		Tempe	TE		$50.00	
Cottonwood	CW		$2.00		Oro Valley	OR		$12.00		Thatcher	TC		$2.00	
Dewey/Humboldt	DH		$2.00		Page	PG		$2.00		Tolleson	TN		$2.00	
Douglas	DL		$5.00		Paradise Valley	PV		$2.00		Tombstone	TS		$1.00	
Duncan	DC		$2.00		Parker	PK		$2.00		Tucson	TU		$45.00	
Eagar	EG		$10.00		Patagonia	PA		$25.00		Tusayan	TY		$2.00	
El Mirage	EM		$15.00		Payson	PS		$2.00		Wellton	WT		$2.00	
Eloy	EL		$10.00		Peoria	PE		$50.00		Wickenburg	WB		$2.00	
Flagstaff	FS		$46.00		Phoenix	PX		$50.00		Willcox	WC		$25.00	
Florence	FL		$2.00		Pima	PM		$2.00		Williams	WL		$2.00	
Fountain Hills	FH		$2.00		Pinetop/Lakeside	PP		$2.00		Winkelman	WM		$2.00	
Fredonia	FD		$10.00		Prescott	PR		$25.00		Winslow	WS		$10.00	
Gila Bend	GI		$2.00		Prescott Valley	PL		$2.00		Youngtown	YT		$10.00	
Gilbert	GB		$2.00		Quartzsite	QZ		$2.00		Yuma	YM		$2.00	
Glendale	GE		50.00		Queen Creek	QC		$2.00						
Globe	GL		$2.00		Safford	SF		$2.00						
Subtotal City License Fees (column 1)			$		Subtotal City License Fees (column 2)			$		Subtotal City License Fees (column 3)			$	

AA TOTAL City License Fee(s) (column 1 + 2 + 3)			$
	No. of Loc's	**Fee per Location**	**TOTAL**
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by $12.00		**$12.00**	$
Residential Rental License Fees - Multiply the number of units per locations by $2.00 ($50.00 Annual Cap per license).	**No. of Units**	**No. of Loc's**	**City Fee**
Residential Rental License-Chandler			$
Residential Rental License-Phoenix			$
Residential Rental License-Scottsdale			$
CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale)			$
DD TOTAL DUE (Add lines AA + BB + CC)			$

ONLY CHANDLER, PHOENIX, and SCOTTSDALE need to use this section, and NOT the fee chart above, to calculate license fee(s). The amount for each city CANNOT EXCEED $50.00

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.
- Do not send cash.
- License will not be issued without full payment of fee.

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

Arizona Department of Revenue
PO Box 29010 - Phoenix, AZ 85038-9010
For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196

TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted

TAXPAYER IDENTIFICATION NUMBER ☐ SSN ☐ EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

TAXPAYER INFORMATION

☐ AMENDED RETURN ☐ FINAL RETURN (Cancel License) ☐ CHECK HERE AND SIGN BELOW IF YOU HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)	BUSINESS PHONE NUMBER	

AA	NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M))	
BB	NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))	
CC	NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC)	
DD	TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)	
EE	TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE)	
FF	TOTAL AMOUNT REMITTED WITH THIS RETURN	$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME

TAXPAYER SIGNATURE DATE PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER)

TAXPAYER PHONE NO. TITLE PAID PREPARER'S TIN PAID PREPARER'S PHONE NO.

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

	(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) **(H) X (K) = (L)** ACCOUNTING CREDIT	(M) **(J) - (L) = (M)** AZ/COUNTY TAX DUE
1													
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23													
24													
25													
GG	**SUBTOTAL**												
HH	**TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)**												
II	**TOTAL (LINE GG + LINE HH = LINE II)**												
JJ	**EXCESS TAX COLLECTED**												
KK	**EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)**												
LL	**NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))**												
MM	**NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))**												

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) CITY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K)	(L) CITY CREDIT	(M) **(J) - (L) = (M)** CITY TAX DUE
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25													
NN	**CITY SUBTOTAL**												
OO	**CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)**												
PP	**CITY TOTAL (LINE NN + LINE OO = LINE PP)**												
QQ	**CITY EXCESS TAX COLLECTED**												
RR	**NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))**												

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

	(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) **(H) X (K) = (L)** ACCOUNTING CREDIT	(M) **(J) - (L) = (M)** AZ/COUNTY TAX DUE
1													
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9													
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11													
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16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
AZ/COUNTY SUBTOTAL						$	$					$	$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) CITY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K)	(L) CITY CREDIT	(M) **(J) - (L) = (M)** CITY TAX DUE
1													
2													
3													
4													
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17													
18													
19													
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21													
22													
23													
24													
25													
CITY SUBTOTAL						$	$					$	$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

FINAL

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					$	
2					$	
3					$	
4					$	
5					$	
6					$	
7					$	
8					$	
9					$	
10					$	
11					$	
12					$	
13					$	
14					$	
15					$	
16					$	
17					$	
18					$	
19					$	
20					$	
21					$	
22					$	
23					$	
24					$	
25					$	
26					$	
27					$	
28					$	
29					$	
30					$	
31					$	
32					$	
33					$	
34					$	
35					$	

AA	SUBTOTAL OF DEDUCTIONS.....	$
BB	DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...	$
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....	$

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____ Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					$	
2					$	
3					$	
4					$	
5					$	
6					$	
7					$	
8					$	
9					$	
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26					$	
27					$	
28					$	
29					$	
30					$	
31					$	
32					$	
33					$	
34					$	
35					$	

AA	SUBTOTAL OF DEDUCTIONS.....	$
BB	DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....	$
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....	$

TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G

FINAL

Agenda Item: 13C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 19, 2015 **Council Meeting Date: June 16, 2015**

TO: **Carl Swenson, City Manager**

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

SUBJECT: **Second Amendment to Economic Development Agreement with Maxwell Technologies**

Purpose:
This is a request for the City Council to authorize the City Manager to execute a Second Amendment to the Economic Development Agreement between the City and Maxwell Technologies.

Background on the Maxwell Technologies Project:
Maxwell Technologies created an electrode, cell and module manufacturing facility in a 120,000 square foot building located at 8644 W. Ludlow Drive, in the City of Peoria. Initially, the facility concentrated on manufacturing activities and engineering, but included plans to incorporate research and development functions to the site in 2016. Estimated job creation over three years is 90 new jobs with an average salary of $48,000, and an overall capital investment estimated at $26 million.

This amendment to the Maxwell Technologies Development Agreement is necessary to extend time frames needed to reach the estimated job creation, capital investment and relocation of Maxwell's research and development functions to Peoria. Due to certain economic factors beyond their control, including national policy shifts regarding wind and bus subsidies, Maxwell has seen slower growth in China. As of April 2015, 47 jobs have been created with an average salary of $47,503. Maxwell plans to add an additional 19 positions late in the 3rd quarter of 2015, or early in the 4th quarter of 2015.

To date, total capital investment equals $16 million. Maxwell plans to expend another $14 million in capital investment in its Peoria facility by June 2019.

Summary of Agreement Amendment Terms:
- The Development Agreement is being amended to extend the job creation timeframe to 5 years.
- Maxwell Technologies will incorporate engineering, research and development functions into their Peoria facility prior to June 25, 2016.
- Maxwell Technologies will make at least $10 million in additional capital investments on or before June 25, 2019.

- Maxwell Technologies agrees to make vacant/unused manufacturing space available to technical companies of interest to the city, including but not limited to, BioInspire graduate companies.

Previous Actions:

- The Economic Development Agreement was approved on June 19, 2012
- The First Amendment to the Economic Development Agreement was approved on September 9, 2013
- The Foreign Trade Zone Resolution, Tax Policy, PILOT Agreement, and Non-Objection Letter for Maxwell Technologies was approved on May 20, 2014

Options:

A: **Approve the request to amend the EDA with Maxwell Technologies**. This action will enable performance objectives to be amended.

B: **Reject the request to Amend the EDA with Maxwell Technologies.** This action will not modify the existing agreement and cause Maxwell Tecnologies to be non-compliant with the minimum job creation requirement contained in Section 1 of the existing agreement.

Staff's Recommendation:

Authorize the City Manager to execute the Second Amendment to the Economic Development Agreement with Maxwell Technologies.

Fiscal Analysis:

There is no fiscal impact as a result of the amendment.

Exhibit 1: Second Amendment to the Economic Development Agreement

Contact: Scott Whyte, X7738

SECOND AMENDMENT
TO THE ECONOMIC DEVELOPMENT INCENTIVE
AND INVESTMENT AGREEMENT BETWEEN THE
CITY OF PEORIA, ARIZONA, AND MAXWELL TECHNOLOGIES, INC.

The City of Peoria, Arizona, an Arizona municipal Corporation ("City"), and Maxwell Technologies, Inc., a Delaware Corporation ("Maxwell"), pursuant to paragraph 8(h) of that certain Economic Development Incentive and Investment Agreement ("Agreement") dated June 25, 2012, do hereby enter into this Second Amendment to the Agreement. Except as specifically amended herein the Agreement dated June 25, 2012, and the First Amendment to the Agreement dated September 9, 2013, shall remain unchanged and in full force and effect.

RECITALS

A. **WHEREAS**, the Parties entered into an Economic Development Incentive and Investment Agreement on June 25, 2012, which Agreement contained certain deadlines for performance by Maxwell; and

B. **WHEREAS**, as a result of certain economic and other factors beyond the control of Maxwell, the time to implement certain business development processes has been delayed which in turn has affected capital expenditures and the creation of jobs envisioned by the Agreement; and

C. **WHEREAS**, the City has concluded and continues to conclude that this project will benefit the public interest and promote the public welfare of the citizens of Peoria, and that the City and its residents will receive an equitable or proportional economic return in exchange for the incentives and investment provided by the City pursuant to the Agreement; and

D. **WHEREAS**, in consideration of the City's extensions of time related to certain performance requirements set forth in the Agreement, Maxwell agrees to provide the City with certain assurances of performance and operation as well as specific defined terms related to capital investment, the timing of and location in Peoria of certain engineering, research and development functions, and space sharing;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to and do amend the Agreement as follows:

AGREEMENT

1. Paragraph 1. "Description of the Project" is amended to extend the term for Maxwell's incorporation of its research and development functions at the Peoria site physically located at 8644 W. Ludlow Drive, Peoria, Arizona. Further, Paragraph 1 at "Estimated Capital Investment" is amended to remove the word "Estimated" and to provide a specific time period in which the Capital Investment identified in the Agreement will be completed.

Accordingly, the second paragraph under "Description of the Project" is amended to read as follows:

Maxwell will be creating a new electrode, cell and module manufacturing facility in a 120,000 SF building in Peoria at 8644 W. Ludlow Drive. Initially, the facility will concentrate on manufacturing activities, but Maxwell will incorporate engineering, research and development functions to this site prior to June 25, 2016. These engineering, research and development functions will include, but not be limited to electrode process development, module process development and laser welding development. The following are estimates of job creation anticipated to support the Project and, as with all estimates, may vary from actual figures realized.

Further, the unnumbered subparagraph identified as "Estimated Capital Investment" is amended to read as follows:

Capital Investment

Maxwell agrees to and will make the following capital investments totalling at least $26 Million at the Peoria location (8644 W. Ludlow Drive) and agrees that all such capital investment will be complete and in place and functioning on or before June 25, 2019. The following is a sample breakdown of the types of capital investments which may be made by Maxwell to achieve the $26 Million metric listed above

$4 million	Building Acquisition
$2 million	Tenant Improvements
$20 million	Equipment Purchases including the following: • $12 million Calendar and Laminating Equipment • $5.1 million Powder Preparation Equipment • $1.5 million Slitting and Inspection Equipment • $1.4 million Computers, Software, Servers and Material Handling Equipment
=	$26 Million Total Capital Investment

2. Paragraph 2 "Maxwell Minimum Performance Objectives – Return on Investment, Verification" at subparagraphs (a)(i) and (a)(ii) are amended to extend the time period for job creation through the Term of the Agreement, and to provide manufacturing space for technical companies of interest to the City. The first paragraph of Section 2(a)(i) is amended to read as follows:

2(a)(i) During the term of this Agreement, Maxwell will create a minimum of 90 new jobs at the Peoria location. Maxwell has, as of the date of this Amendment, created 30 new jobs at the Peoria location, with a minimum average salary of $45,000 and 17 new jobs at the Peoria location with a minimum average salary of $48,000. During the remainder of the Term of this Agreement, as set forth in Paragraph 4 of the Agreement, Maxwell will add no less than 43 additional new jobs with a minimum average salary of no less than $48,000 for the additional 43 new jobs created.

[The remaining paragraphs of 2(a)(i) remain unchanged.]

Paragraph 2(a)(ii) is amended to read as follows:

> 2(a)(ii) Occupation, either directly by Maxwell or as occupied by a tenant subject to a sublease, of a 120,000 square foot vacant industrial shell building at 8644 W. Ludlow Drive and conversion into a productive economic use (the "Facility"). During such time as Maxwell is not using its full available square footage at 8644 W. Ludlow Drive for business purposes, either independently or through a sublease to a third party,, Maxwell agrees to make available, which will not be withheld due to lack of creditworthiness and will be upon commercially reasonable terms, manufacturing space not to exceed for technical companies of interest to the City as identified by the City to Maxwell, including but not limited to, BioInspire graduate companies. Maxwell agrees that it will, in good faith, enter into a sublease with any such company(ies) for a specific term which sublease shall set forth the various rights and responsibilities of the parties to that sublease. The sublease will also make specific provision for termination of tenancy should Maxwell require the space for business purposes, again either independently or through a sublease to a third party, and any provisions relating to termination of tenancy will be commercially reasonable for the type of business tenant occupying the space at the time any notice of termination is issued.

3. Paragraph 2 "Maxwell Minimum Performance Objectives – Return on Investment, Verification" is amended to include a new subsection 2(g) as follows:

> (g) Should Maxwell (1) fail to provide the number of jobs at the salary levels identified within the Agreement, as amended or (2) fail to make Capital Investments in the amounts and within the time frame set forth in the Agreement, as amended, or (3) fail to initiate and perform the engineering, research and development functions set forth in the Agreement, as amended, or (4) fail to continually conduct business operations in Peoria during the term of the Agreement at a level consistent with Paragrapn 2(a)(i) of the Agreement, as amended, then Maxwell will be deemed (without further act or notice required) not to have qualified for any monetary incentives provided by the City in connection with the Agreement and Maxwell will repay to the City all such incentives received by Maxwell from the City pursuant to the Agreement, as amended, within thirty (30) days after written demand from the City to Maxwell.

In all other respects the Agreement dated June 25, 2012, and its First Amendment dated September 9, 2013, remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Maxwell have executed this Second Amendment to the Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations contained in this Second Amendment.

DATED this ____ day of _____, 2015.

[Signatures Appear on the Following Page]

MAXWELL TECHNOLOGIES, INC. :

By: _____

Its _____

THE CITY OF PEORIA:

By: _____

Carl Swenson, City Manager

ATTEST:

_____

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Kemp, City Attorney

Agenda Item: 14C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Honorable Mayor and City Council

FROM: Cathy Carlat, Mayor

SUBJECT: Amend Contract for Municipal Judge Services with the Presiding Municipal Judge

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Purpose:

This is a request for the Mayor and City Council to adopt the proposed amendment to the contract for Municipal Judge Services with the Presiding Municipal Judge.

Background/Summary:

The Mayor and City Council evaluated the Presiding Municipal Judge in a two-phase process. The first phase occurred in November 2014, under the prior City Council looking at performance during the evaluation year. The second phase, which would set goals for the future, and address compensation was deferred until 2015. Recently, the Mayor and City Council completed the second phase of the appraisal of the Presiding Municipal Judge. Pursuant to that appraisal, the City Attorney prepared a contract amendment for a 3.5% increase in the base compensation for the Presiding Municipal Judge, effective the first pay period of January 2015, with a second adjustment of 3.5% occurring on the first pay period in July 2015, with no further adjustments until the December 2017 evaluation. The next evaluation for the Presiding Municipal Judge shall be set for May 2016, with the following evaluation occurring in December 2017. The proposed contract amendment does not change any other terms of the agreement with the Presiding Municipal Judge. Therefore, I recommend that the Mayor and the City Council adopt the proposed amendment.

Exhibit:

Exhibit #1: Proposed contract amendment for Municipal Judge Services with the Presiding Municipal Judge

Contact Name and Number:

Honorable Mayor and City Council (623) 773-7306

AMENDMENT TO CONTRACT FOR MUNICIPAL JUDGE SERVICES

This Contract Amendment is made on this 1st day of January 2015, between the City of Peoria, Arizona ("City") and George T. Anagnost ("Presiding Municipal Judge").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Contract for Municipal Judge Services with the Presiding Municipal Judge, dated July 1, 2010 (hereinafter "Agreement") for the provision of those duties and functions of the Presiding Municipal Judge, as provided under the Peoria City Charter and Code, and

WHEREAS, the City and the Presiding Municipal Judge desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the Presiding Municipal Judge set forth in the Agreement, the Parties agree to amend the Agreement as follows:

Section 1. Agreement Amendment.

Paragraph 2.(a) of Section 2 ("Compensation") shall be amended to read as follows:

2. Compensation.

(a) The compensation for the Presiding Municipal Judge shall be set at the sum of One Hundred Seventy One Thousand Two Hundred and Thirty-Two Dollars ($171,232.00) per year, effective the first day of the first full pay period commencing in January 2015, subject to applicable federal and state income taxes and withholdings. Commencing on the first pay period in July 2015, the compensation for the Presiding Municipal Judge shall be set at the sum of One Hundred Seventy Seven Thousand, Two Hundred and Twenty-Five Dollars ($177,225.00) per year with no further adjustments, until the December 2017 evaluation. The next evaluation for the Presiding Municipal Judge shall be set for May 2016, with the following evaluation occurring in December 2017. Other than this section, the compensation shall not be adjusted during the term of this Agreement, except by a written amendment approved and executed by both parties.

Section 2. Full Force and Effect Provision.

The City and the Presiding Municipal Judge agree that the items covered by this amendment shall become effective on the first day of the first full pay period in January 2015.

The City and the Presiding Municipal Judge agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full force and effect and shall apply to, and shall govern, this amendment of the Agreement.

In Witness Whereof, the parties execute this agreement on the date set forth above.

PRESIDING MUNICIPAL JUDGE	CITY OF PEORIA
_____	_____
George T. Anagnost	Cathy Carlat, Mayor
ATTEST:	APPROVED AS TO FORM:
_____	_____
Rhonda Geriminsky, City Clerk	Stephen M. Kemp, City Attorney

Agenda Item: 15C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Honorable Mayor and Council

FROM: Cathy Carlat, Mayor

SUBJECT: Amend Terms and Conditions of Employment Agreement with the City Attorney

Purpose:

This is a request for the Mayor and City Council to adopt the proposed amendment to the Terms and Conditions of Employment Agreement with the City Attorney.

Background/Summary:

The Mayor and City Council completed phase two of its appraisal of the City Attorney. Pursuant to that appraisal, the City Attorney submitted an agreement amendment to Ms. Fredda Bisman of the law firm of Dickinson Wright, who is serving as special legal counsel to the City Council in this matter. The proposed amendment provides a 3.5% increase in the base compensation for the City Attorney, and subject to a satisfactory performance appraisal in November-December of this year, a 3.5% increase in base compensation effective the first pay period in January 2016. The proposed amendment does not change any other terms of the agreement with the City Attorney. Therefore, I recommend that the Mayor and the City Council adopt the proposed amendment.

Exhibit:

Exhibit #1: Proposed contract amendment for City Attorney.

Contact Name and Number:

Honorable Mayor and City Council (623) 773-7306

AMENDMENT TO TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

This Contract Amendment is made on this 1st day of January 2015, between the City of Peoria, Arizona ("City") and Stephen M. Kemp ("City Attorney").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into Terms and Conditions of Employment Agreement with the City Attorney dated June 30, 2007, (hereinafter ”Agreement”) for the provision of those duties and functions of the City Attorney, as provided under the Peoria City Charter and Code, and

WHEREAS, the City and City Attorney desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the City Attorney set forth in the Agreement, the Parties agree to amend the Agreement as follows:

Section 1. Agreement Amendment.

Paragraph 4.A. of Section 4 (“Salary”) shall be amended to read as follows:

A. The City agrees to pay Employee for his services rendered pursuant hereto as City Attorney an annual base salary of $177,121.00 as of the first pay period in January 2015, payable in installments at the same time as other employees of the City of Peoria, Arizona are paid. Subject to a satisfactory performance appraisal as determined by the Mayor and Council, the City agrees to pay Employee for his services rendered pursuant hereto as City Attorney an annual base salary of $183,320 as of the first pay period in January, 2016.

Section 2. Full Force and Effect Provision.

The City and City Attorney agree that the items covered by this amendment shall become effective on the first full period in January 2015.

The City and City Attorney agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full force and effect and shall apply to, and shall govern, this amendment of the Agreement.

In Witness Whereof, the parties execute this agreement on the date set forth above.

CITY ATTORNEY	CITY OF PEORIA
_____	_____
By: Stephen M. Kemp	By: Cathy Carlat, Mayor
ATTEST:	APPROVED AS TO FORM:
_____	_____
Rhonda Geriminsky, City Clerk	Fredda J. Bisman, Special Legal Counsel

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C

Date Prepared: June 9, 2015 **Council Meeting Date: June 16, 2015**

TO: **Honorable Mayor and City Council**

FROM: **Cathy Carlat, Mayor**

SUBJECT: **Amend Terms and Conditions of Employment Agreement with the City Manager**

Purpose:

This is a request for the Mayor and City Council to adopt the proposed Amendment to the Terms and Conditions of Employment Agreement with the City Manager.

Background/Summary:

Recently, the Mayor and City Council completed their appraisal of the City Manager. Pursuant to that appraisal, the attached amendment to Terms and Conditions of Employment with the City Manager has been prepared. The proposed Amendment provides for a market/equity adjustment in the amount of $14,081 and a 3.5% merit increase for a new annual base salary of $217,156. Additionally, the dollars provided in the Employment Agreement for an additional life insurance ($2,600) and supplemental disability insurance policy ($1,977) will instead be placed in a deferred compensation program on behalf of the City Manager. Therefore, it is my recommendation that the Mayor and the City Council adopt the proposed Amendment.

Staff's Recommendation:
n/a

Fiscal Analysis:
n/a

Exhibit(s):
The Proposed Amendment to the Terms and Conditions of Employment Agreement with the City Manager.

Contact Name and Number:
Honorable Mayor and City Council (623) 773-7306

AMENDMENT TO TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

This Contract Amendment is made on this 1st day of July, 2015, between the City of Peoria ("City") and Carl Swenson ("City Manager").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Terms and Conditions of Employment Agreement with the City Manager dated July 1, 2008 (hereinafter ”Agreement”) for the provision of those duties and functions of the City Manager, as provided under the Peoria City Charter and Code and in accordance with Arizona Revised Statutes, Section 9-271: and

WHEREAS, the City and City Manager desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the City Manager set forth in the Agreement dated July 1, 2008, the Parties agree to amend the Agreement as follows:

Section 1. Amendment to Paragraph 4.

Paragraph 4.A. of Section 4 (“Salary”) shall be amended to read as follows:

A. City agrees to pay Employee for his services rendered pursuant hereto as City Manager an annual base salary of $217,156.00 payable in installments at the same time as other employees of the City of Peoria, Arizona are paid.

Section 2. Amendment to Paragraph 7.

Paragraph 7.B. of Section 7 shall be amended to read as follows:

B. SECTION 7. Insurance Coverages.

B. In lieu of any additional amounts for insurance coverages, the City Manager shall be provided the sum of Four Thousand, Five Hundred and Seventy Seven Dollars ($4,577.00) which shall be placed in a deferred compensation account as designated by City Manager in accordance with the provisions of this Agreement.

Section 3. Full Force and Effect Provision.

City and City Manager agree that the items covered by this amendment shall become effective on the first full period in July 2015, following council approval of this amendment.

City and City Manager agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full force and effect and shall apply to, and shall govern, this amendment of the Agreement.

In Witness Whereof, the parties execute this agreement on the date set forth above.

CITY MANAGER	CITY OF PEORIA
_____	_____
By: Carl Swenson	By: Cathy Carlat, Mayor
ATTEST:	APPROVED AS TO FORM:
_____	_____
Rhonda Geriminsky, City Clerk	Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C

Date Prepared: May 26, 2015 **Council Meeting Date:** June 16, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Land Acquisition, Peoria Avenue and Loop 101

Purpose:

This is a request for City Council to adopt a Resolution authorizing the acquisition of property located on the southwest corner of Peoria Avenue and Loop 101. Additionally staff requests approval of the use of reserves and a budget adjustment to fully fund the land acquisition.

Background/Summary:

The Council adopted Economic Development Implementation Strategy (EDIS) identifies the Loop 101 corridor as a key investment zone for the purpose of facilitating economic development activities. In order for the City to become more competitive in attracting targeted industries, improved modern buildings and spaces are needed to attract key industries to the City. A key concept in creating the building inventory attractive to targeted industries calls for land banking and market intervention strategies to ensure that remaining vacant parcels in the Loop 101 corridor are available for such commercial build-to-suit development opportunities.

To that end, the City has engaged in negotiations for the acquisition of a 14 acre parcel on the southwest corner of Peoria Avenue and Loop 101 (see attached exhibit). The appraised value of the 14 acre (+/-) parcel is $4,425,000. The City has extended an offer to the property owner to purchase the property for appraised value, subject to formal Council approval. The property owner has accepted our offer and has signed a Purchase Agreement which is attached. Notification of this item being presented to City Council with a recommendation for approval has been given to the property owner. Upon City Council approval of this purchase, staff will work with the seller to finalize the sale prior to a projected close of escrow on or before June 30, 2015.

Previous Actions:

- Discussion regarding the proposed acquisition of this parcel took place at the April 7 and May 19, 2015 Executive Sessions.

Options:

A: Approve the adoption of the Resolution authorizing the acquisition of this land in the amount of $4,425,000; as well as the use of reserves and associated budget adjustment in the amount of $1,448,500.

B: Deny adoption of the Resolution authorizing the acquisition of the land rights. This action will terminate the land acquisition process for this site.

Staff's Recommendation:

Staff recommends that the Mayor and Council adopt the attached Resolution authorizing the acquisition of the property described in the Resolution. Once the Purchase Agreement has been finalized, authorize the City Manager to sign any documents necessary to complete the acquisition. Additionally staff recommends the use of reserves and the approval of a budget adjustment to fully fund the acquisition in the amount of $1,448,500.

Fiscal Analysis:

The cost associated with the land acquisition totals $4,425,000 plus customary closing costs. If approved, acquisition will be $1,448,500 from the Land Assembly Opportunity Fund project in the Half-Cent Sales Tax Fund (1210-0350-540000-CIPOF-ED00003), and $2,986,500 from the Proposed Bond Fund (4251-4251-540000-CIPOF-ED00003).

To support this acquisition staff requests the use of reserves and a $1,448,500 budget adjustment from the Half-Cent Sales Tax Fund contingency (1210-0350-570000) to the Land Assembly Opportunity Fund project in the Half-Cent Sales Tax Fund (1210-0350-540000-CIPOF-ED00003).

Narrative:

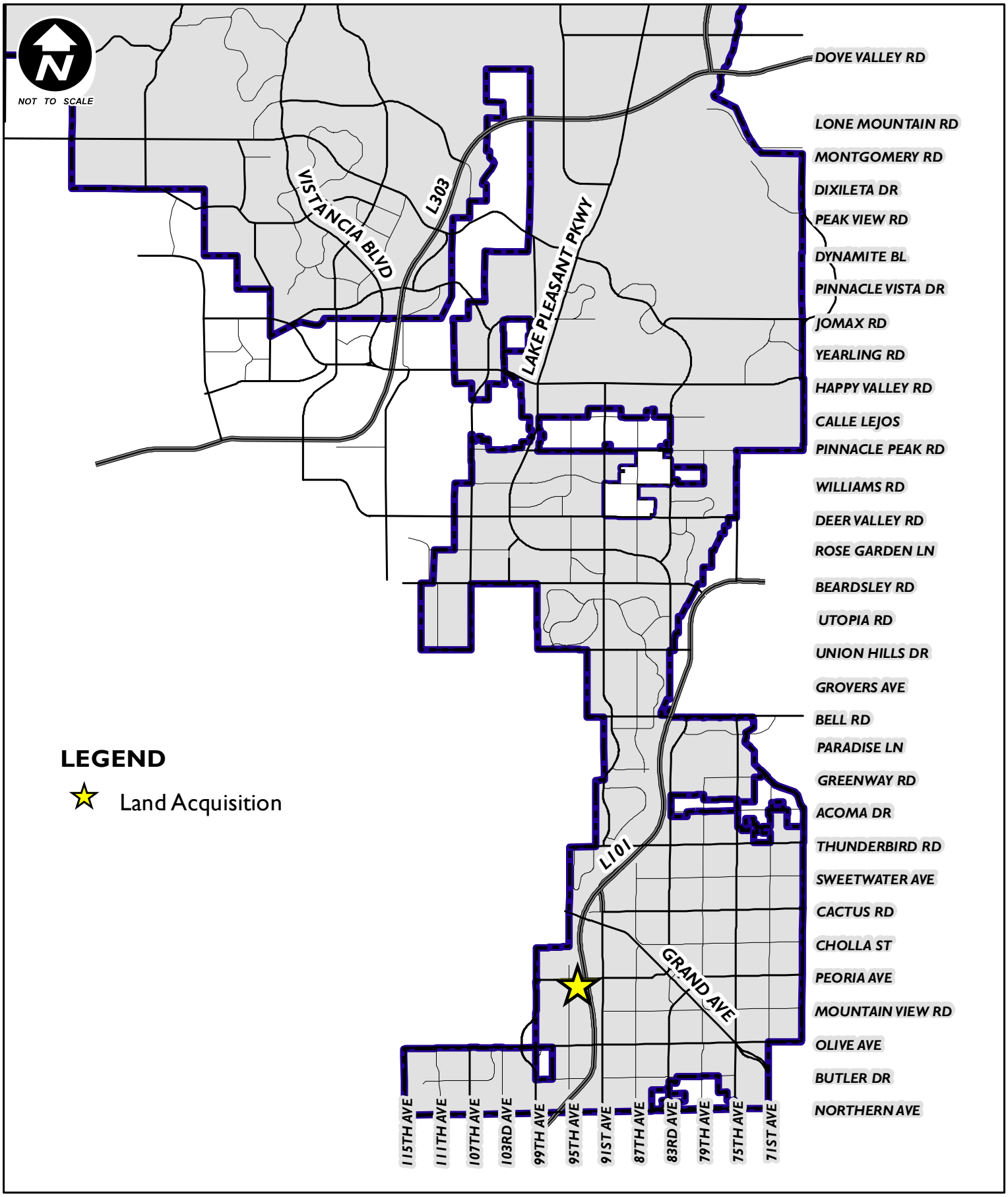
The City will work with the property owner to finalize the acquisition.

Exhibit(s):
Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Resolution
Exhibit 4: Sale Agreement & Escrow Instructions

Contact Name and Number: Angela Manuel, Real Property Coordinator, x7728

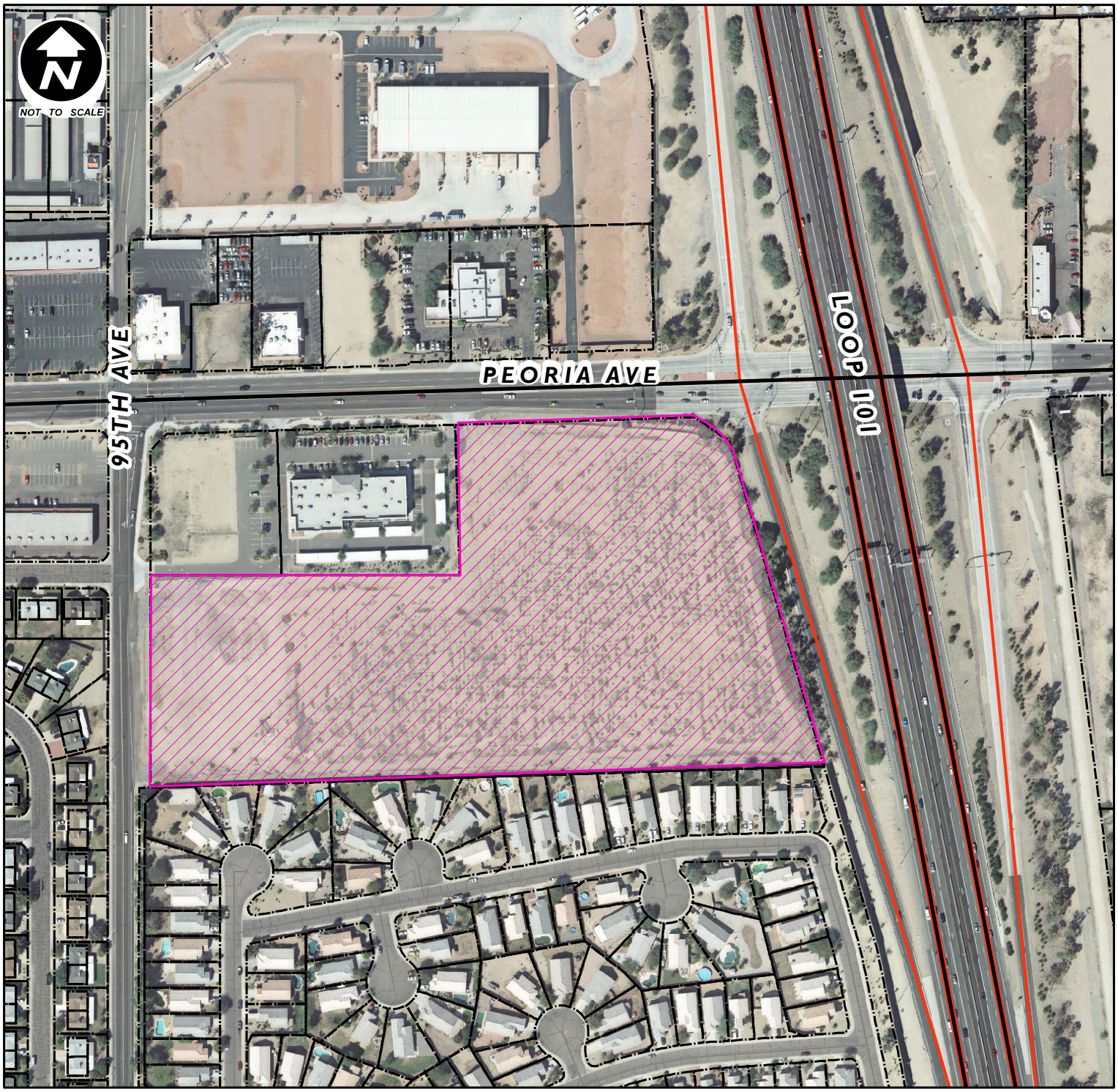
City of Peoria
ENGINEERING

Peoria Avenue/Loop 101
Land Acquisition
Vicinity Map



City of Peoria
ENGINEERING

Peoria Avenue/Loop 101
Land Acquisition
Location Map



LEGEND

Land Acquisition

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria
Arizona

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

RESOLUTION NO. 2015-66

A RESOLUTION OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, TO AUTHORIZE THE ACQUISITION OF CERTAIN REAL PROPERTY OWNED BY DPU LLC/MANGAT INVESTMENTS I LLC TO HOLD FOR ECONOMIC DEVELOPMENT PURSUANT TO THE CITY'S EDIIP AND RELATED PURPOSES

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

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the acquisition of certain real property (the "Property") from the owners of said property, DPU LLC/Mangat Investments I LLC, and believe the acquisition of the Property is made in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria, Arizona, that it is necessary and in the best interest of the City that the real property described in "Exhibit A" (which exhibit is attached hereto and incorporated herein by reference), be acquired for the purpose of future economic development in accordance with the City's Economic Development Incentive and Investment Policy ("EDIIP").

BE IT FURTHER RESOLVED that the Mayor and Council direct that the City Manager of the City of Peoria, Arizona, is authorized and directed to acquire the Property for the City at a purchase price of no more than $4,425,000, exclusive of title insurance fees, inspection fees, and other reasonable and necessary escrow and closing costs.

SECTION 1. The Mayor and the Council of the City of Peoria, Arizona, find that the acquisition of the Property is in the best interest of the City to hold for future construction and development in accordance with the City's approved EDIIP.

SECTION 2. That the Mayor and Council of the City of Peoria, Arizona, confirm and approve the acquisition of the Property described in attached Exhibit A from DPU LLC/Mangat Investments I LLC in an amount not to exceed the purchase price of $4,425,000.

SECTION 3.

A. All actions and proceedings taken previously relating to the acquisition of the Property in the City of Peoria, Arizona, are hereby approved, confirmed and ratified.

B. The City Manager and the City Attorney are hereby authorized and directed to execute such documents and take such actions as may be necessary to acquire and close upon the property in order to permit the City's acquisition of the Property.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 16th day of June, 2015.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ATTACHMENT:

Exhibit A - Legal Description

EXHIBIT “A”

Parcel No. 1:

Lot 3, HOSPICE OFFICE CENTER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1027 of Maps, Page 17 and Affidavit of Correction recorded in Document No. 2011-0610575.

Parcel No. 2:

An Easement for ingress, egress, signage and drainage created by Declaration of Easements, Covenants, Conditions and Restrictions recorded in Document No. 2006-0810595, records of Maricopa County, Arizona.

When recorded mail to:

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

PURCHASE AGREEMENT AND ADDITIONAL TERMS TO ESCROW INSTRUCTIONS

SELLER:	**DPU LLC/MANGAT INVESTMENTS I LLC**
BUYER:	**CITY OF PEORIA, an Arizona municipal corporation**
ESCROW AGENT:	**Sharon Dyke, Empire West Title Agency**
LOCATION:	**SWC of Peoria Avenue and Loop 101**
ESCROW NUMBER:	**44286EW**

LCON _____

1. Binding Agreement. These Additional Terms shall be deemed a part of the printed form Escrow Instructions ("Escrow Instructions") to which they are attached and shall be construed together with the Escrow Instructions as a single document ("collectively referred to as the "Agreement"); in the event of any inconsistency between any provision in these Additional Terms and any provision in the Escrow Instructions, the provision in these Additional Terms shall prevail. Upon the execution of the Escrow Instructions and these Additional Terms by Seller and Buyer, it shall constitute a binding contract between Seller and Buyer for the purchase of the real property legally described on Exhibit A attached hereto. This agreement will be executed by the City Manager upon formal approval of the purchase by the City of Peoria City Council.

2. Acceptance, Opening and Close of Escrow. The offer represented by this Agreement shall be deemed accepted upon Seller's execution and delivery of a counterpart of this Agreement to Escrow Agent on or before June 1, 2015. Escrow shall be opened when one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent on or before the acceptance date referred to hereinabove ("Opening of Escrow"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "Close of Escrow" or "Closing") shall take place on or before June 30, 2015, and shall automatically terminate without any further notices, three business days later. At or before Closing, each party shall execute and deliver such documents and perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in escrow on or before 5:00 p.m. Mountain Standard Time on the Closing date.

3. Title Insurance; Conveyance of Title. The Real Property, including all rights and privileges appurtenant to or arising from the Real Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's Special Warranty Deed (the "Deed"), warranting title to the Real Property to be conveyed thereby to be a fee simple absolute estate free and clear of all matters, claims, liens, and encumbrances except: (i) taxes not yet due and payable at Close of Escrow (subject to proration as hereinafter provided); (ii) reservations in patents from the United States or the State of Arizona; and (iii) any other matters disclosed by the preliminary title report (or any amended report) which are deemed waived or approved by Buyer in accordance with subsection 8(a) of this Agreement. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the Purchase Price; the cost of such title policy shall be paid by Buyer.

4. Possession. Upon Close of Escrow, Seller shall vacate the Real Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Real Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Payment of Purchase Price. The Purchase Price for the Real Property interests shall be $4,425,000.00 payable by or before the Close of Escrow.

6. [Intentionally Left Blank.]

LCON _____

7. Closing; Fees, Taxes, and Assessments; Costs.

(a) At Close of Escrow, Escrow Agent shall, at the Buyer's expense issue its Standard ALTA Owner's Policy of title insurance in the amount of the Purchase Price insuring Buyer's title to Real Property, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Title Report and which are not objected to or are waived in the manner described in said Schedule B, and any other matters approved in writing by Buyer. In the event Buyer desires an ALTA Extended Policy the additional cost shall be borne by Buyer.

(b) At Close of Escrow, the recording fees, escrow fees and other customary closing fees shall be shared equally by the buyer and seller. All non-delinquent real property taxes shall be paid by Seller as of Close of Escrow based upon the most recent assessments.

(c) At Close of Escrow, Seller shall deliver the Deeds, an Affidavit of Real Property Valuation, a Non-Foreign Person Affidavit, and each and every document, agreement, and/or instrument required by Escrow Agent in connection with the Closing.

(d) At Close of Escrow, Buyer shall deliver the Purchase Price, all other sums to be paid by Buyer hereunder, and each and every other document, agreement and/or instrument required by Escrow Agent in connection with the Closing.

8. Buyer's Contingencies. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the following conditions precedent (any or all of which may be waived by Buyer in a writing signed by Buyer or its duly authorized agent):

(a) Status of Title. Escrow Agent, as soon as is reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the title to the Real Property (the "Commitment"), disclosing all matters of record and Escrow Agent's requirements for both closing the escrow created by this Agreement and issuing the policy of title insurance described in Section 3 of these Additional Terms (the Commitment also shall be suitable to serve as the basis for issuance of an ALTA extended form coverage lender's title insurance policy), Buyer shall have five (5) days after receipt of the Commitment to object in writing to any matter shown in the Commitment. If Buyer fails to object within the five (5) day period, the condition of title to the Real Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment, Seller shall attempt, in good faith and using due diligence, to remove such objection before Close of Escrow. If any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer, in writing, and Buyer shall elect within five (5) days after receipt of Seller's notice to either: (i) cancel this Agreement, or (ii) close escrow waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection.

(b) [Reserved.]

(c) Investigation. Buyer shall have seven (7) days from the Opening of Escrow (the "Investigation Period") to conduct such other tests and investigations, other than those described in paragraphs (a) and (b) above, as Buyer deems material to its determination

LCON _____

whether the Real Property is suitable for Buyer's purposes. Seller shall permit access to the Real Property by Buyer to inspect and perform any such tests during the Investigation Period. Buyer agrees to indemnify, pay, defend, and hold harmless Seller from all claims and liabilities for personal injury or physical property damage, or mechanics' or materialmen's liens, which may be asserted against Seller as a result of any entry by Buyer, its agents, or designees onto the Real Property. Buyer shall, in good faith, conduct all such inspections, investigations, and tests and be responsible for returning the Real Property to substantially the condition in which it was prior to the time of any entry. In the event Buyer fails to notify Seller by the conclusion of the Investigation Period that the Real Property or any part thereof is not suitable for its purposes, then Buyer shall be deemed to have accepted the Real Property and waived any objections relating to matters within the scope of this paragraph (c). In the event Buyer does so notify Seller, however, Seller shall undertake to remediate such conditions to Seller's reasonable satisfaction or to terminate this Agreement, whereupon Buyer and Seller shall have no further obligations hereunder, other than liabilities or obligations arising under the indemnity provisions of Section 18.

9. Information; Limitation on Liability. Buyer acknowledges that any tax information, engineering data, soil reports, or other information of any kind or nature relating to the Real Property which Buyer has received or may receive from Seller or its agents, is furnished on the express condition that Buyer shall make its own verification of the accuracy of the information. Buyer agrees that it shall not attempt to assert any liability against Seller by reason of Seller's having furnished such information or by reason of any such information being incorrect or inaccurate in any respect, and Buyer does hereby covenant and agree to defend, pay, indemnify, and hold Seller harmless from and against any and all such claims of liability by any person or entity.

10. No Warranties. Buyer agrees that the Real Property shall be purchased in an "as-is" condition, with no representation or warranty of any type or nature being made by Seller. Seller makes no warranty as to the sufficiency of the Real Property for Buyer's purposes or any purpose whatsoever, the physical condition of the Real Property or any work or improvements which might be required for any reason whatsoever, the square footage or acreage contained within the Real Property, the sufficiency or completeness of any plans for the Real Property, plats, zoning, or other development items relating to the Real Property, or as to any improvements on the Real Property, except as expressly set forth elsewhere in this Agreement.

11. Seller's Warranties.

(a) Seller's Authority. Seller has full power and authority to enter into and perform under this Agreement in accordance with its terms. Upon execution of this Agreement this Agreement shall be binding and enforceable on Seller.

(b) Other Leases or Agreements. To Seller's knowledge and without due inquiry, there are no unrecorded leases or other agreements which may affect Buyer's ability to take title to or possession of the Real Property.

12. Water Rights. At Close of Escrow, Seller shall, without further act, be deemed to have assigned, transferred, conveyed, and set over unto Buyer, without warranty of any kind, all of the grandfathered water rights, if any, with respect to the Real Property.

LCON _____

13. Buyer's Representations and Warranties. Buyer warrants, represents, and covenants (with the understanding that Seller are relying on said warranties, representations, and covenants) that:

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Buyer acknowledges that consummation of this transaction shall constitute its acknowledgment that it has independently inspected and investigated the Real Property and has made and entered into this Agreement based upon such inspection and investigation of the condition of the Real Property), and Seller are hereby released from all responsibility regarding the condition of the Real Property. Buyer agrees to accept the Real Property in its present condition "AS IS", subject only to the specific warranties, if any, set forth in this Agreement.

(c) Buyer acknowledges that the Real Property is vacant and unimproved land, and represents and warrants to Seller that Buyer has inspected the Property and has entered into this contract based upon Buyer's inspection and that Seller made no representations or warranties regarding the condition of the Real Property.

14. Brokerage. Seller and Buyer agree as follows:

(a) Mutual Warranties. Buyer warrants that it has not dealt with any finder, broker or realtor in connection with the transaction embodied by this Purchase Agreement.

(b) Indemnity and Hold Harmless. If any person shall assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with the Real Property, the party under whom the finder or broker is claiming shall defend, protest, indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claims.

(c) Survival. The provisions of this Paragraph 14 shall survive Close of Escrow (but not the termination) of this Purchase Agreement.

15. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true on and as of the date so made, will be true in all material respects on and as of the Closing Date, and will survive Close of Escrow and execution, delivery, and recordation of the Deed. In the event that any representation or warranty by a party is untrue, the other party shall have all rights and remedies available at law, in equity, or as provided in this Agreement.

16. No Assumption of Seller's Liabilities. Buyer is acquiring only the Real Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller or relating in any way to the Real Property.

LCON _____

17. Condemnation; Risk of Loss. In the event of the condemnation (or sale in lieu of condemnation) of any part of the Real Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow Agent in which event there shall be returned to Buyer the Earnest Money and all interest thereon, all documents shall be returned to the party who deposited them and thereafter this Agreement shall be of no further force or effect whatsoever.

18. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller shall, and they hereby do, indemnify and agree to pay, defend, and hold harmless Buyer from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Seller pertaining in any manner to the Real Property for the period of time prior to the Close of Escrow. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Real Property: (i) except as specifically provided herein; and (ii) except that Buyer agrees to pay, defend, indemnify, and hold harmless Seller from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees.

19. Remedies.

(a) In the event of default by Buyer, Seller's sole remedy shall be to cancel this Agreement. Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default.

(b) In the event of default by Seller, Buyer may cancel this Agreement by written notice to Seller and Escrow Agent together with all other documents Buyer has deposited with Escrow Agent in connection with this escrow, in which case Buyer and Seller shall have no other rights or obligations under this Agreement.

20. Notices. Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Sellers:

DPU LLC/Mangat Investments I LLC
9299 W Olive Avenue, Ste 507
Peoria, AZ 85345

To Buyer:

Angela Manuel
Real Property Coordinator
City of Peoria
9875 N. 85th Avenue
Peoria, Arizona 85345

LCON _____

With a copy to Buyer's counsel:	Stephen M. Kemp City Attorney City of Peoria 8401 West Monroe Street Peoria, Arizona 85345
To Escrow Agent:	Sharon Dyke Sr Escrow Officer Empire West Title Agency 4808 N. 22nd Street, Ste 100 Phoenix, AZ 85016

or at any other address designated by Buyer, Seller, or Escrow Agent, in writing.

21. Attorneys' Fees. In the event suit is brought or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, reimbursement for reasonable attorneys' fees and court costs.

22. Intended Agreement. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

23. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and Seller.

24. Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other party or Escrow Agent, acknowledge and deliver to the other party or Escrow Agent any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

25. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto.

26. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

27. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

LCON _____

28. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

29. Counterparts. This Agreement may be executed in any number of counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

30. Special Variations From Escrow Instructions. Notwithstanding anything in the Escrow Instructions to the contrary: (i) Seller shall pay, in full and at Closing, any existing improvement lien assessments on or relating to the Real Property unless otherwise agreed by the parties; and (ii) Escrow Agent shall pro-rate taxes on the basis of the latest available tax statement.

31. Date of Agreement. The date of this Agreement (and the date of opening of Escrow) shall for all purposes be the date of the signature of the last party to sign this Agreement.

32. Time of Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

33. Construction/Interpretation. The captions and section headings used in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

34. Foreign Tax Withholdings. Seller shall provide to Buyer and Escrow Agent at Closing appropriate affidavits stating that it is not a foreign person and that no withholding is required pursuant to Internal Revenue Code § 1445. In the event such affidavits are not forthcoming or in the event either Escrow Agent or Buyer knows or has reason to know that they are false, Escrow Agent is hereby irrevocably authorized and directed to withhold 10% of Seller's proceeds of the purchase price pursuant to Code § 1445.

35. Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S.§ 38-511 relating to conflicts of interest.

36. Offer. Upon execution by Buyer and delivery to Seller, this Agreement shall constitute the offer of Buyer to purchase the Real Property on the terms and conditions set forth herein. This offer shall be open to acceptance by Seller (by Seller's executing and delivering a copy of this Agreement to Buyer and to Escrow Agent) on or before the close of business on June 1, 2015. In the event that this condition is not complied with on or before the close of business on the date specified, this offer shall terminate and shall be self-revoking without further action on behalf of Buyer. In addition, and without limiting the foregoing, Buyer reserves the right to revoke this offer, upon written notice to Seller, at any time before this offer is accepted by Seller.

LCON _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLERS

DPU LLC/MANGAT INVESTMENTS I LLC

Date: 5-27-15

By [redacted]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of May, 2015 by [redacted].

[redacted]
Notary Public

My Commission Expires:

6.16.18

KELLY KELLY
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
June 16, 2018

LCON _____

BUYER:

CITY OF PEORIA,
An Arizona Municipal Corporation

DATE: _____

BY: _____
Carl Swenson, City Manager

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____ 2015 by Carl Swenson, City Manager, City of Peoria.

_____
Notary Public

My Commission Expires:

_____

LCON _____

EXHIBIT "A"

Parcel No. 1:

Lot 3, HOSPICE OFFICE CENTER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1027 of Maps, Page 17 and Affidavit of Correction recorded in Document No. 2011-0610575.

Parcel No. 2:

An Easement for ingress, egress, signage and drainage created by Declaration of Easements, Covenants, Conditions and Restrictions recorded in Document No. 2006-0810595, records of Maricopa County, Arizona.

Agenda Item: 18C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Honorable Mayor and City Council

FROM: Stephen M. Kemp, City Attorney

SUBJECT: Award of General Liability Insurance Package FY 2016

Purpose:

This is a request for the Mayor and City Council to award the Fiscal Year 2016 general liability insurance package as recommended by the City's insurance broker, Willis of Arizona, Public Entity Services. The insurance package will maintain the City's Liability Self-Insured Retention (SIR) level at $1,000,000 per claim occurrence. The City's aggregate level will be maintained at $4,000,000 for the aggregate of claims during the year. The City also maintains additional layers of liability insurance up to a potential maximum of $40,000,000 in limits, depending on the type of claim. The City's Self-Insured Retention level and aggregate level remain the same as last year.

Background/Summary:

The general liability insurance coverage package includes all of the City's property, liability, equipment, casualty insurance, and fidelity bonds. It does not include workers' compensation or employee benefits. The City obtains annual insurance coverage each Fiscal Year, so it must be reviewed and renewed each year. The City contracts with an insurance broker, Willis of Arizona, Public Entity Services (Willis), on a fee-for-service basis to assist us in acquiring the most comprehensive and cost-effective insurance.

Overall, there has been a general municipal government insurance market trend of increasing rates over the past few years. The markets are reflecting a concern over increasing exposures to claims, litigation, and other expenses. The upward trend on pricing is largely tied to law enforcement liability, employment practices liability, and to a lesser extent but of increasing concern, cyber & data liabilities. Additionally, as you have seen in the media, police practices have come under increasing criticism and scrutiny. Events and claims that result in losses throughout the United States can result in insurance carriers evaluating their risk through the entire market.

Particularly, in the law enforcement area, cell phone videos and police body cams are becoming more of the norm. The public, courts, and juries, are looking closely at police practices and public interactions with heightened awareness to police incidents involving shootings and allegations of excessive use of force. These police incidents around the country, when they

occur, even if they do not result in criminal charges against individuals, have the effect of shaping and reshaping existing public opinion towards law enforcement. This change in perception results in the evaluation of incidents that ultimately result in large jury verdicts and increasing defense costs with the result that those risks will be reflected in insurance premiums that are part of nationwide market.

The insurance market also perceives an increased exposure to severe storms and wild fires. The summer storms of 2014, felt here in Arizona, involved high wind, water run off, flooding, and erosion in some parks and trails. Those claims resulted in some increased claims costs for FY 2015, which we handled in-house. However, overall, we have held off the market trend of upward rates by managing claims & litigation effectively, settling claims when appropriate, having a favorable market position and loss history, and being willing to change insurance carriers when reasonable and appropriate.

Over the past couple of years we have moved our primary liability package of coverage from Traveler's to OneBeacon, which provided some savings while maintaining sufficient coverage and limits to protect the City. This year we had additional insurance rate premium and coverage competition from Starr Insurance. Such competition is a positive reflection of the City and the commitment of City Management to minimizing risk in our operations and services.

After a best and final premium quote situation OneBeacon provided a premium quote below their initial quote, below the Starr insurance quote, and lower than last year's (FY 2015) insurance package with them.

It is important to note that over the past few years the City has expanded coverage for Emergency Medical Technicians liability reflecting continued changes in the provision of fire services, failure to supply utility services liability, cyber liability, and abuse and molestation liability in the many recreation programs that we provide. All of these expansions are part of our program to manage risk through working with the City Manager and his departments on good operational practices, while having the insurance in place to cover areas of risk.

We continue to look for additional cost effective opportunities and options when they arise to expand coverage, increase limits, and save on insurance premium costs. An example is that this year we are recommending expanding our Cyber Liability coverage to include Crisis Management and Computer Extortion, all while maintaining the same Five Million Dollar cyber liability limits as last year. Given the potential liability, threats, and exposure related to data breaches and other cyber crime, such as recently incurred with the Internal Revenue Service and the United States Office of Personnel Management, we believe this expansion to our cyber liability policy represents another reasonable enhancement to our coverage.

Above and beyond the City's primary insurance policies it is also necessary for the City to obtain and purchase specialized policies. These additional policies include specific policies for underground tanks, our EMS Medical Director, the Fireboat at Lake Pleasant, along with other specialized policies. The City also continues to add new fleet vehicles and equipment, and expands with new parks and development. These increasing exposures will ultimately be reflected in our insurance rates and costs.

With some enhancements and specialty policies we will be able to fund the FY 2016 insurance package within the tentative budget amount of $1,150,761 approved by the Mayor and City Council. The level of insurance coverage (i.e. the categories of coverage, deductibles, etc.) offered by OneBeacon for FY 2016 is very similar and comparable to what the City had in place with OneBeacon in FY 2015.

Previous Actions:

No action has occurred previously on this request for the FY 2016 insurance package. The Mayor and City Council has approved the insurance packages for prior years on an annual basis.

Options:

A: Award the insurance package as submitted

B: Direct staff to make such changes as the Mayor and City Council determines to be appropriate

C: Take no action on the proposed insurance package

Staff's Recommendation:

The City Attorney's Office recommends that the Mayor and City Council award the general liability insurance package as submitted. The City's current insurance contract and coverage will expire on July 1, 2015. It is not in the City's interests to be without insurance. The Finance Department reviewed the insurance package and concurs with this recommendation.

Fiscal Analysis:

The City Attorney's Office recommends contracting with insurance providers as proposed and funding is available in the amount of $1,150,761 in the City Attorney's Liability Insurance Account (3200-3600-523011).

Narrative:

The general liability insurance package presented to the Mayor and City Council for FY 2016 will continue to provide sufficient insurance to the City beyond the City's SIR levels to insure that the City's financial exposure is protected.

Exhibit(s):

None

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19C

Date Prepared: May 13, 2015 **Council Meeting Date: June 16, 2015**

TO: **Carl Swenson, City Manager**

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

SUBJECT: **Repurposing of Funds for Economic Development Activities**

Purpose:
This is a request for the City Council to authorize the repurposing of an existing $109,000 in one-time operational funds in order to supplement new economic development activities.

Background/Summary:
The Economic Development Implementation Strategy (EDIS) was approved by City Council in 2010 and serves as a comprehensive analysis and assessment of key economic data and drivers affecting the city's ability to expand economic development opportunities in Peoria, diversify its economic base, attract targeted industries, promote real estate and redevelopment investment, as well as retain and expand existing businesses.

Economic Development's Business and Real Estate Division (BRED) is responsible for implementing the initiatives that came from the EDIS and since the time that the FY15 budget was prepared, BRED has been experiencing an increase in new economic development activities and project proposals. These proposals require project related costs to include, but not to be limited to, appraisals, title reports, market studies, economic impact analysis reports and improvement plans. The total funds available for repurposing equals $109,000 and the source of the funds are described below.

During the FY15 budget process, Economic Development Services Department (EDS) requested funds in order to complete specific contracts that have now been finalized but have remaining balances. The amounts of these balances equal $109,000 and include $38,000 for university recruitment, $44,300 for foreign trade zone consulting services and $26,700 for the Vistancia Commercial Core market study.

Previous Actions:
On May 20, 2014 the City Council adopted the FY15 budget that included carry over funds for contracts related to the Vistancia Commercial Core market study and a university recruiter's consulting services. A one-time supplemental request included specific funding for additional university recruitment services and consulting services to finalize a foreign trade zone for Maxwell Technologies.

Options:

A: Take action supporting the staff recommendation requesting repurposing of existing funds for new project related costs; or

B: Take action to not approve the requested repurposing of existing funds

Staff's Recommendation:
Authorize the repurposing of existing funds not to exceed $109,000 in order to supplement the project related costs of new economic development activities.

Fiscal Analysis:
Funding of $109,000 for this request is available in the existing Economic Development Services Business and Real Estate Division's budget. $82,300 is currently available in the Other Professional Services account (1000-0352-520099) and $26,700 is available in the Community Promotions account (1000-0352-522099). Staff requests a $26,700 budget adjustment to properly align these funds from the Community Promotions account (1000-0352-522099) to the Other Professional Services account (1000-0352-520099).

Contact Name and Number:
Shelley Davis, Management Analyst, extension 7232

Agenda Item: 20C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Andrew Granger, Development and Engineering 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, Development and Engineering, (623) 773-7236

RESOLUTION NO. 2015-67

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.

Century Link Building 9165 W. Cactus Rd.
EASEMENT FOR WATERLINE
Maricopa County Recording No. 20150390363
(Project No. R150009/Deed # 15-008)

Century Link Building 9165 W. Cactus Rd.
EASEMENT FOR STORMWATER DRAINAGE
Maricopa County Recording No. 2010390200
(Project No. R150009/Deed # 15-009)

Century Link Building 9165 W. Cactus Rd.
EASEMENT FOR PUBLIC UTILITY
Maricopa County Recording No. 20150390126
(Project No. R150009/Deed # 15-010)

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 16th day of June.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Agenda Item: 21C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 13, 2015 **Council Meeting Date: June 16, 2015**

TO: **Carl Swenson, City Manager**

FROM: **Andrew Granger, P.E., Development and Engineering Director**

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

SUBJECT: **Condominium Replat, 1500 Riverwalk Professional Center North, 77th Avenue south of Deer Valley Road (Project No. R150002)**

Purpose:

This is a request for City Council to approve a Condominium Replat of "1500 Riverwalk Professional Center North," located on 77th Avenue south of Deer Valley Road, and authorize the Mayor and City Clerk to sign and record the Condominium Replat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The condominium replat is combining fourteen existing condominium units into one unit. The condominium replat for Riverwalk Professional Center is needed to facilitate the sale of a condo unit to a business entity by the owner. The Riverwalk condo plat was originally set up with individual units identified within buildings throughout the site (March 2012). As sales take place in the condominium subdivision, reconfigurations of the units become necessary (shifting of unit lines, combining of units, etc.). As the owner continues to sell condominium units, additional plat amendments may be required.

Previous Actions:

The condominium replat was reviewed by the City and completed in May 2015.

Options:

A: The Condominium Replat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Condominium Replat; although it should be noted that not approving the Condominium Replat will hinder the Developer from selling these units as intended.

B: The other option would be to formally approve the Condominium Replat and allow these units to be sold and developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Condominium Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Condominium Replat.

Narrative:

The acceptance of this Condominium Replat by City Council will allow the developer to move forward in selling these units.

Exhibit(s):

Exhibit 1: Condominium Replat

Exhibit 2: Vicinity Map

Contact Name and Number: Jodi Breyfogle, PE: 623-773-7577

CONDOMINIUM REPLAT
FOR
"1500 RIVERWALK PROFESSIONAL CENTER NORTH"
A CONDOMINIUM

A CONDOMINIUM REPLAT OF UNITS 1500 TO 1565 INCLUSIVELY OF THE CONDOMINIUM PLAT "RIVERWALK PROFESSIONAL CENTER NORTH", AS RECORDED IN BOOK 1111 OF MAPS, PAGE 13, MARICOPA COUNTRY RECORDS, BEING A PORTION OF LOT 2 OF THE PLAT "RIVERWALK PROFESSIONAL CENTER NORTH", AS RECORDED IN BOOK 994 OF MAPS, PAGE 21, MARICOPA COUNTRY RECORDS, LOCATED IN A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

77TH AVENUE RIVER WALK, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, DOES HEREBY PUBLISH THIS CONDOMINIUM REPLAT OF "1500 RIVERWALK PROFESSIONAL CENTER NORTH", OVER A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, G&SRB&M, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS CONDOMINIUM REPLAT AS, AND FOR, THE CONDOMINIUM REPLAT OF SAID "1500 RIVERWALK PROFESSIONAL CENTER NORTH", AND HEREBY DECLARES THAT THIS CONDOMINIUM REPLAT SETS FORTH THE LOCATION AND GIVE THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS, CONSTITUTING SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID CONDOMINIUM REPLAT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE FINAL PLAT OF "RIVERWALK PROFESSIONAL CENTER NORTH" AS RECORDED IN BOOK 994, PAGE 21, MARICOPA COUNTY RECORDS AND THE CONDOMINIUM PLAT "RIVERWALK PROFESSIONAL CENTER NORTH" AS RECORDED IN BOOK 1111, PAGE 13, MARICOPA COUNTY RECORDS, SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS REPLAT.

IN WITNESS WHEREOF,
THIS 4th DAY OF May, 2015

JAY Smith
PRINT SIGN [redacted]

AS: ASSOCIATION MANAGING MEMBER OF 77TH AVENUE RIVER WALK, LLC., AN ARIZONA LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF,
THIS 4th DAY OF May, 2015

BY: JAY SM[redacted]

AS: ASSOCIATION MANAGING MEMBER OF 77TH AVENUE RIVER WALK, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF THE RIVER WALK PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION.

ACKNOWLEDGEMENT:

STATE OF AZ)
)ss
COUNTY OF Maricopa)

ON THIS 4th DAY OF May 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Jay Smith, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY [redacted] 10/18/2016
NOTARY PUBLIC MY COMMISSION EXPIRES

LEVI ROBERT LEE NOTARY PUBLIC - ARIZONA Maricopa County My Commission Expires October 18, 2016

ACKNOWLEDGEMENT:

STATE OF AZ)
)ss
COUNTY OF Maricopa)

ON THIS 4th DAY OF May 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JAY SMITH, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: [redacted] 10/18/16
NOTARY PUBLIC MY COMMISSION EXPIRES

LEVI ROBERT LEE NOTARY PUBLIC - ARIZONA Maricopa County My Commission Expires October 18, 2016

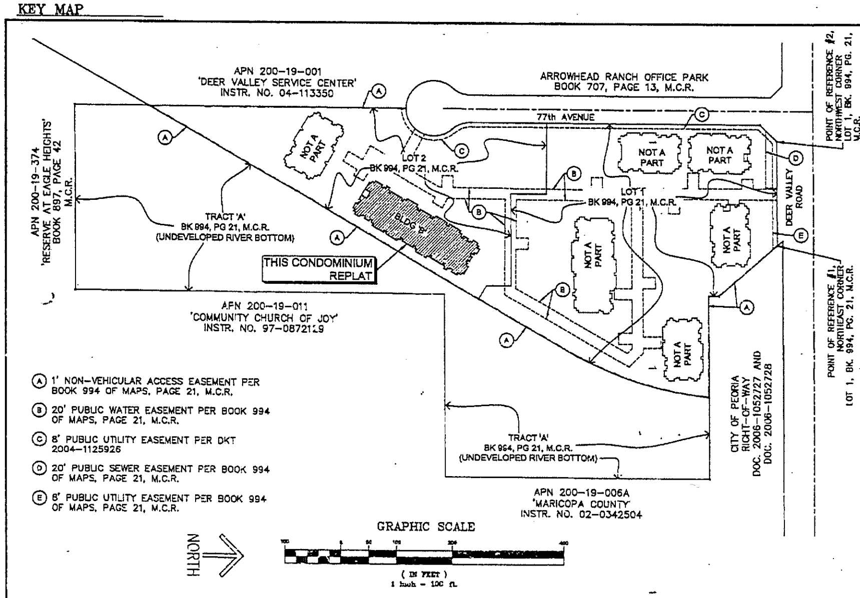
NOTES:

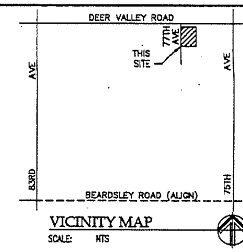
1. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE OR REMOVEABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE CONDO ASSOCIATION.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS SUBDIVISION IS LOCATED WITHIN THE NEW RIVER WATER COMPANY WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
9. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. DEER VALLEY ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
10. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATIONS).
11. NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
12. ALL INTERIOR UNIT BOUNDARIES (BOUNDARIES BETWEEN SPECIFIC UNITS AND/OR SPECIFIC COMMON ELEMENTS) IDENTIFIED HEREON ARE DIMENSIONED TO THE CENTER OF THE DIVIDING WALL. ANY STRUCTURALLY BEARING PORTION OF THAT WALL, DUCT, WIRE, CONDUIT, OR OTHER FIXTURE WITHIN THAT WALL ARE IDENTIFIED AS COMMON ELEMENTS. ALL LATH, FURRING, PLASTERBOARD, AND FINISH MATERIALS ON THE WALLS ARE A PART OF THE UNIT.
13. ALL EXTERIOR UNIT BOUNDARIES (BOUNDARIES BETWEEN SPECIFIC UNITS AND NON-IDENTIFIED EXTERIOR COMMON AREA) ARE DIMENSIONED TO THE DRIP LINE OF THE STRUCTURE. ANY STRUCTURALLY BEARING PORTION OF WALL, DUCT, WIRE, CONDUIT, OR OTHER FIXTURE LYING WITHIN THE UNIT BOUNDARIES ARE IDENTIFIED AS COMMON ELEMENTS. ALL LATH, FURRING, PLASTERBOARD, AND FINISH MATERIALS ON THE WALLS ARE A PART OF THE UNIT.

PURPOSE FOR REPLAT

THE PURPOSE OF THIS REPLAT IS TO COMBINE FOURTEEN CONDO UNITS INTO ONE UNIT.

KEY MAP





VICINITY MAP
SCALE: NTS

SHEET INDEX

C1.01 – COVER SHEET
C1.02 – CONDOMINIUM PLAT

BENCH MARK

BRASS CAP IN HAND HOLE AT THE INTERSECTION OF 75th AVENUE AND DEER VALLEY ROAD.
(ELEVATION = 1284.577 C.O.P. DATUM)

FEMA FLOODZONE INFORMATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1265L, DATED OCTOBER 16, 2013; THE PROPERTY IS LOCATED IN FLOOD ZONE "SHADED X": AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

AREAS

PARENT PARCEL (NET)	=	121,023 SF(±) OR 2.78 ACRES(±)
ORIGINAL SUITES		
SUITE 1500	=	1,148.22 SF
SUITE 1505	=	1,076.00 SF
SUITE 1510	=	1,076.00 SF
SUITE 1515	=	953.33 SF
SUITE 1520	=	1,068.00 SF
SUITE 1525	=	953.33 SF
SUITE 1530	=	1,187.92 SF
SUITE 1535	=	1,234.24 SF
SUITE 1540	=	1,076.00 SF
SUITE 1545	=	1,078.00 SF
SUITE 1550	=	953.33 SF
SUITE 1555	=	1,067.99 SF
SUITE 1560	=	953.33 SF
SUITE 1565	=	1,227.34 SF
TOTAL	=	15,051.03 SF
NEW SUITE		
SUITE 1500	=	15,051.03 SF

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, T4N, R1E.
NORTH 89°38'41" EAST

LEGAL DESCRIPTION (PARENT PARCEL)

UNITS 1500 TO 1565 INCLUSIVELY OF THE CONDOMINIUM PLAT "RIVERWALK PROFESSIONAL CENTER NORTH", AS RECORDED IN BOOK 1111 OF MAPS, PAGE 13, MARICOPA COUNTY RECORDS, BEING A PORTION OF LOT 1 OF THE PLAT "RIVERWALK PROFESSIONAL CENTER NORTH", AS RECORDED IN BOOK 994 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS, LOCATED IN A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

PLAT CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2007; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE[redacted]

GEOFFERY K. BRIMHALL R.L.S. # 33308

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA, ON THIS ________ DAY OF ________, 2015.

BY ________ MAYOR ________ DATE

ATTEST ________ CITY CLERK ________ DATE

________ FOR CITY ENGINEER ________ DATE

R150002

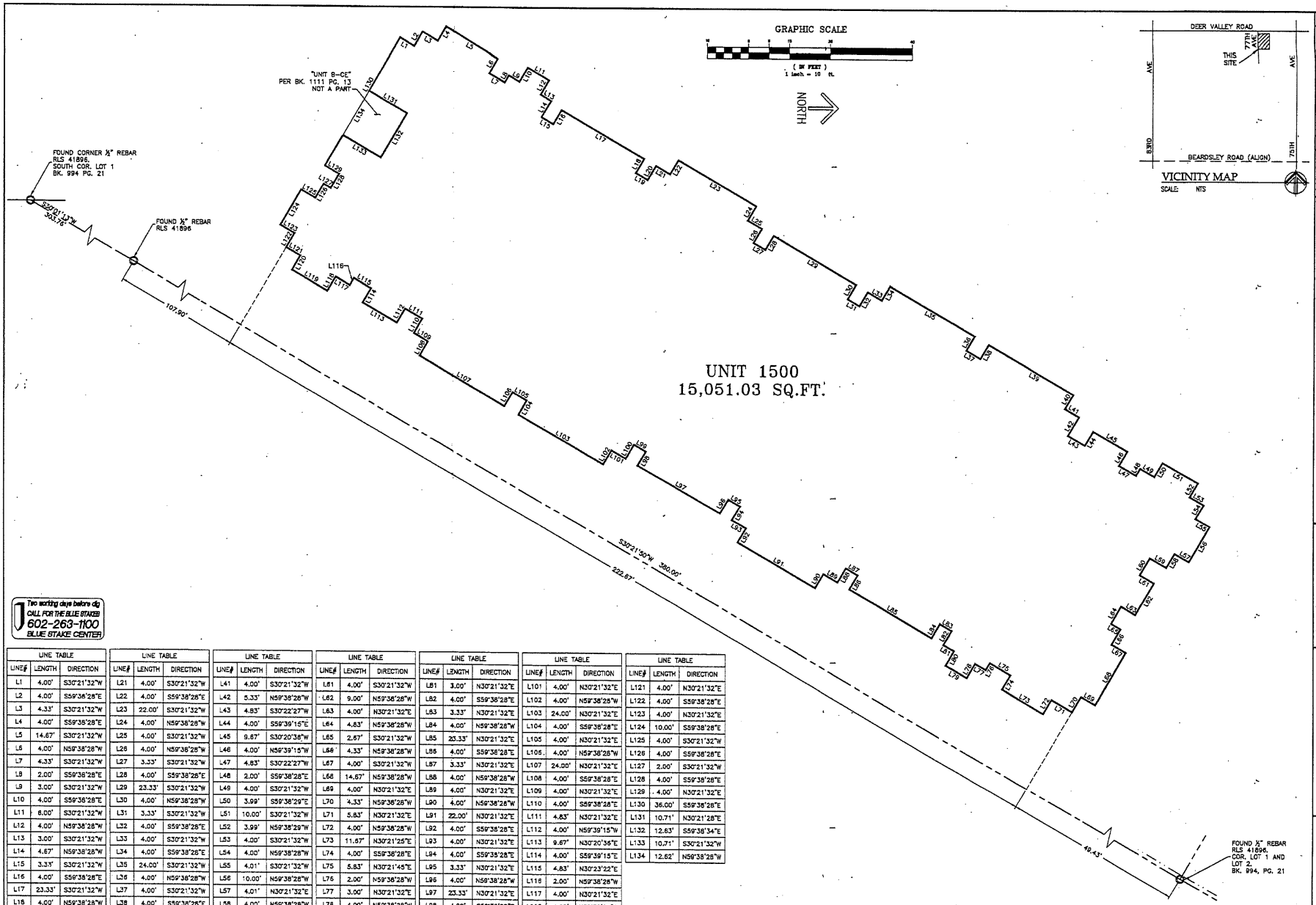
1500 RIVERWALK PROFESSIONAL CENTER NORTH
PEORIA, ARIZONA

DRAWN BY:	NJC
CHECKED BY:	GKB
DATE:	04/21/15
SCALE:	N.T.S.
PROJECT #:	14-104
LAST MODIFIED:	
LAST MODIFIED BY:	

P.O. BOX 2368
GLENDALE AZ 85311
PH: (623) 334-1993

[redacted]

SHEET 1 OF 2
C1.01



Two working days before dig
CALL FOR THE BLUE STAKES
602-263-1100
BLUE STAKE CENTER

LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	4.00'	S30°21'32"W
L2	4.00'	S59°38'28"E
L3	4.33'	S30°21'32"W
L4	4.00'	S59°38'28"E
L5	14.67'	S30°21'32"W
L6	4.00'	N59°38'28"W
L7	4.33'	S30°21'32"W
L8	2.00'	S59°38'28"E
L9	3.00'	S30°21'32"W
L10	4.00'	S59°38'28"E
L11	8.00'	S30°21'32"W
L12	4.00'	N59°38'28"W
L13	3.00'	S30°21'32"W
L14	4.67'	N59°38'28"W
L15	3.33'	S30°21'32"W
L16	4.00'	S59°38'28"E
L17	23.33'	S30°21'32"W
L18	4.00'	N59°38'28"W
L19	3.33'	S30°21'32"W
L20	4.00'	S59°38'28"E

LINE TABLE		
LINE#	LENGTH	DIRECTION
L21	4.00'	S30°21'32"W
L22	4.00'	S59°38'28"E
L23	22.00'	S30°21'32"W
L24	4.00'	N59°38'28"W
L25	4.00'	S30°21'32"W
L26	4.00'	N59°38'28"W
L27	3.33'	S30°21'32"W
L28	4.00'	S59°38'28"E
L29	23.33'	S30°21'32"W
L30	4.00'	N59°38'28"W
L31	3.33'	S30°21'32"W
L32	4.00'	S59°38'28"E
L33	4.00'	S30°21'32"W
L34	4.00'	S59°38'28"E
L35	24.00'	S30°21'32"W
L36	4.00'	N59°38'28"W
L37	4.00'	S30°21'32"W
L38	4.00'	S59°38'28"E
L39	24.00'	S30°21'32"W
L40	4.00'	N59°38'28"W

LINE TABLE		
LINE#	LENGTH	DIRECTION
L41	4.00'	S30°21'32"W
L42	5.33'	N59°38'28"W
L43	4.83'	S30°22'27"W
L44	4.00'	S59°39'15"E
L45	9.67'	S30°20'36"W
L46	4.00'	N59°39'15"W
L47	4.83'	S30°22'27"W
L48	2.00'	S59°38'28"E
L49	4.00'	S30°21'32"W
L50	3.99'	S59°38'29"E
L51	10.00'	S30°21'32"W
L52	3.99'	N59°38'29"W
L53	4.00'	S30°21'32"W
L54	4.00'	N59°38'28"W
L55	4.01'	S30°21'32"W
L56	10.00'	N59°38'28"W
L57	4.01'	N30°21'32"E
L58	4.00'	N59°38'28"W
L59	4.87'	N30°21'32"E
L60	4.83'	N59°38'28"W

LINE TABLE		
LINE#	LENGTH	DIRECTION
L61	4.00'	S30°21'32"W
L62	9.00'	N59°38'28"W
L63	4.00'	N30°21'32"E
L64	4.83'	N59°38'28"W
L65	2.67'	S30°21'32"W
L66	4.33'	N59°38'28"W
L67	4.00'	S30°21'32"W
L68	14.67'	N59°38'28"W
L69	4.00'	N30°21'32"E
L70	4.33'	N59°38'28"W
L71	5.83'	N30°21'32"E
L72	4.00'	N59°38'28"W
L73	11.67'	N30°21'25"E
L74	4.00'	S59°38'28"E
L75	5.83'	N30°21'45"E
L76	2.00'	N59°38'28"W
L77	3.00'	N30°21'32"E
L78	4.00'	N59°38'28"W
L79	6.00'	N30°21'32"E
L80	4.00'	S59°38'28"E

LINE TABLE		
LINE#	LENGTH	DIRECTION
L81	3.00'	N30°21'32"E
L82	4.00'	S59°38'28"E
L83	3.33'	N30°21'32"E
L84	4.00'	N59°38'28"W
L85	23.33'	N30°21'32"E
L86	4.00'	S59°38'28"E
L87	3.33'	N30°21'32"E
L88	4.00'	N59°38'28"W
L89	4.00'	N30°21'32"E
L90	4.00'	N59°38'28"W
L91	22.00'	N30°21'32"E
L92	4.00'	S59°38'28"E
L93	4.00'	N30°21'32"E
L94	4.00'	S59°38'28"E
L95	3.33'	N30°21'32"E
L96	4.00'	N59°38'28"W
L97	23.33'	N30°21'32"E
L98	4.00'	S59°38'28"E
L99	3.33'	N30°21'32"E
L100	4.00'	N59°38'28"W

LINE TABLE		
LINE#	LENGTH	DIRECTION
L101	4.00'	N30°21'32"E
L102	4.00'	N59°38'28"W
L103	24.00'	N30°21'32"E
L104	4.00'	S59°38'28"E
L105	4.00'	N30°21'32"E
L106	4.00'	N59°38'28"W
L107	24.00'	N30°21'32"E
L108	4.00'	S59°38'28"E
L109	4.00'	N30°21'32"E
L110	4.00'	S59°38'28"E
L111	4.83'	N30°21'32"E
L112	4.00'	N59°39'15"W
L113	9.67'	N30°20'36"E
L114	4.00'	S59°39'15"E
L115	4.83'	N30°23'22"E
L116	2.00'	N59°38'28"W
L117	4.00'	N30°21'32"E
L118	4.00'	N59°38'28"W
L119	10.00'	N30°21'32"E
L120	4.00'	S59°38'28"E

LINE TABLE		
LINE#	LENGTH	DIRECTION
L121	4.00'	N30°21'32"E
L122	4.00'	S59°38'28"E
L123	4.00'	N30°21'32"E
L124	10.00'	S59°38'28"E
L125	4.00'	S30°21'32"W
L126	4.00'	S59°38'28"E
L127	2.00'	S30°21'32"W
L128	4.00'	S59°38'28"E
L129	4.00'	N30°21'32"E
L130	36.00'	S59°38'28"E
L131	10.71'	N30°21'28"E
L132	12.63'	S59°38'34"E
L133	10.71'	S30°21'32"W
L134	12.62'	N59°38'28"W

R150002

1500 RIVERWALK PROFESSIONAL CENTER NORTH

PEORIA, ARIZONA

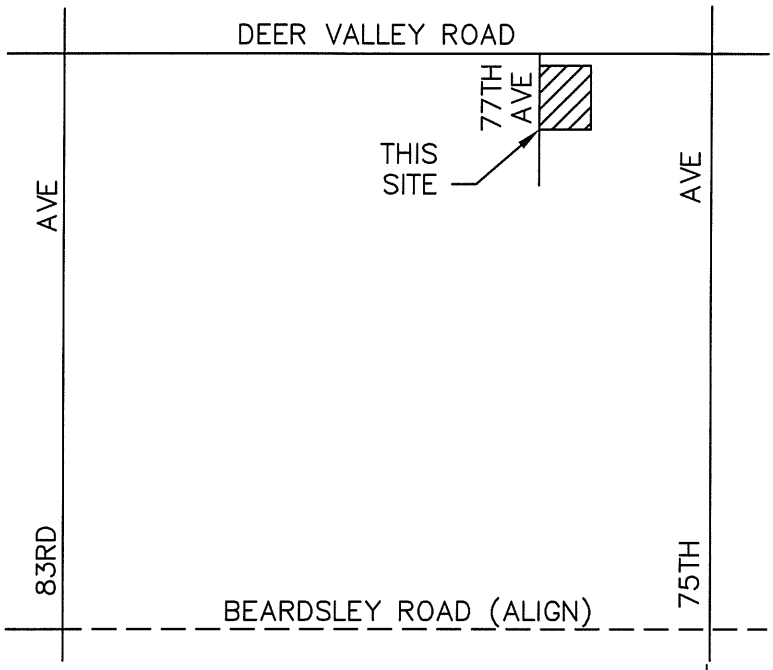
DRAWN BY:	NJC
CHECKED BY:	GKB
DATE:	04/21/15
SCALE:	1"=10'
PROJECT #:	14-104
LAST MODIFIED:	
LAST MODIFIED BY:	

P.O. BOX 2368
GLENDALE AZ 85311
PH: (623) 334-1993

[redacted]

SHEET 2 OF 2

C1.02



VICINITY MAP

SCALE: NTS

Agenda Item: 22R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing: Proposed Recommendation by the City to the Arizona State Liquor Board for a New Restaurant (Series 12) Restaurant Liquor License.

Purpose:

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board regarding the approval of applications to sell alcoholic beverages in the City. The Standard for the City's recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Background/Summary:

Good China

Good China, 9180 W. Union Hills Drive is an existing business with new owners. The new owners are applying for a New Restaurant (Series 12) Restaurant Liquor License. The application agent is Julie Z. Situ.

Series 12- restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of its gross revenue come from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around Good China are Fry's Food, Streets of New York, CVS Pharmacy and McDonald's. Since there are new owners of the restaurant and because this type of license is non-transferrable, the new restaurant owners are applying for their own liquor license. The public hearing notice was posted for at least 20 days and no comments were received during the posting period.

Previous Actions:

Good China

In August 2004, the Mayor and Council recommended approval to the Arizona State Liquor Board for Good China for a New Restaurant Liquor License (Series 12) located at 9180 W. Union Hills Drive.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Good China, located at 9180 W. Union Hills Drive, Julie Z. Situ, Applicant, LL#20012812.

B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Good China, located at 9180 W. Union Hills Drive, Julie Z. Situ, Applicant, LL#20012812.

Staff's Recommendation:

That Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Good China, located at 9180 W. Union Hills Drive, Julie Z. Situ, Applicant, LL#20012812.

Fiscal Analysis:

These item have no financial implications.

Narrative:

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

Exhibit 1: New Liquor License Application

'15 APR 17 Liqr. Lic. PM 4:10

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☒ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 1207A239

1. Type of License(s): RESTAURANT

2. Total fees attached: Department Use Only $ 272.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: ☐ Mr. ☒ Ms. SITU (Last) JULIE (First) ZHEN (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: VHDK LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: GOOD CHINA
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 9180 W. UNION ~~HILS~~ HILLS DR. (Do not use PO Box Number) PEORIA (City) MARICOPA (County) 85382 (Zip)

5. Business Phone: 623-572-8838 Daytime Phone: 623-572-8838 Email: JCFINANCIALSERVICES@COX.NET

6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO

7. Mailing Address: 6201 N. 35TH AVE STE B3 (City) PHOENIX (State) ARIZONA (Zip) 85014

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application; 100.00 Interim Permit; 50.00 Site Inspection; 22.00 Finger Prints; $ 272.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 04-17-15 Lic. # 1207A239

1/7/2013 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12075926
4. Is the license currently in use? ☐ YES ☒ NO If no, how long has it been out of use? 1 month

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, JULIE ZHEN SITU (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X [redacted] (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 17 (Day) day of Apr. (Month), 2015 (Year)

My commission expires on: Feb. 10, 2017

OFFICIAL SEAL
YANG CHEN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
FEBRUARY 10, 2017

[redacted] (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I]

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12075926

Issue Date: 9/14/2004

Expiration Date: 3/31/2016

Restaurant

Issued To:
XIN MIAO SITU, Agent
GOOD CHINA LLC, Owner

Location:
GOOD CHINA
9180 W UNION HILLS DR
PEORIA, AZ 85382

Mailing Address:
XIN MIAO SITU
GOOD CHINA LLC
GOOD CHINA
8814 W SANDRA TERRACE
PEORIA, AZ 85382

EXP 3/31/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: VHDK LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/21/2006 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: ~~L-1332913-3~~ Date authorized to do business in AZ: ~~12/28/2006~~
4. AZ L.L.C. File No: L-1332913-3 Date authorized to do business in AZ: 12/28/2006
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
SITU,	JULIE	ZHEN	MEMBER	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
SITU,	JULIE	ZHEN	100	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location-to-Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 2000 ft. Name of school PEACE LUTHERAN PRESCHOOL
   Address 18265 N. 89TH AVE PEORIA, AZ 85382
   City, State, Zip
2. Distance to nearest church: 2000 ft. Name of church PEACE LUTHERAN CHURCH
   Address 18265 N. 89TH AVE PEORIA, AZ 85382
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
   Address N/A
   City, State, Zip

4a. Monthly rental/lease rate $ 0 What is the remaining length of the lease 0 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ 0 or other 0
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? $ 0
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
N/A			N/A	N/A		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT & BAR

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
   ☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 12075926 (exactly as it appears on license) Name XIN MIAO SITU

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☒ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   SITU, XIN MIAO and license #: 12075926
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   [redacted]
   applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[redacted]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
   If yes, what is your estimated opening date? _____
   month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

[redacted]
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

See Attached diagram

SECTION 16 Signature Block

I, JULIE ZHEN SITU, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

(print full name of applicant)

X [redacted]

(s[redacted]stion 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15th of Apr., 2015

Day Month Year

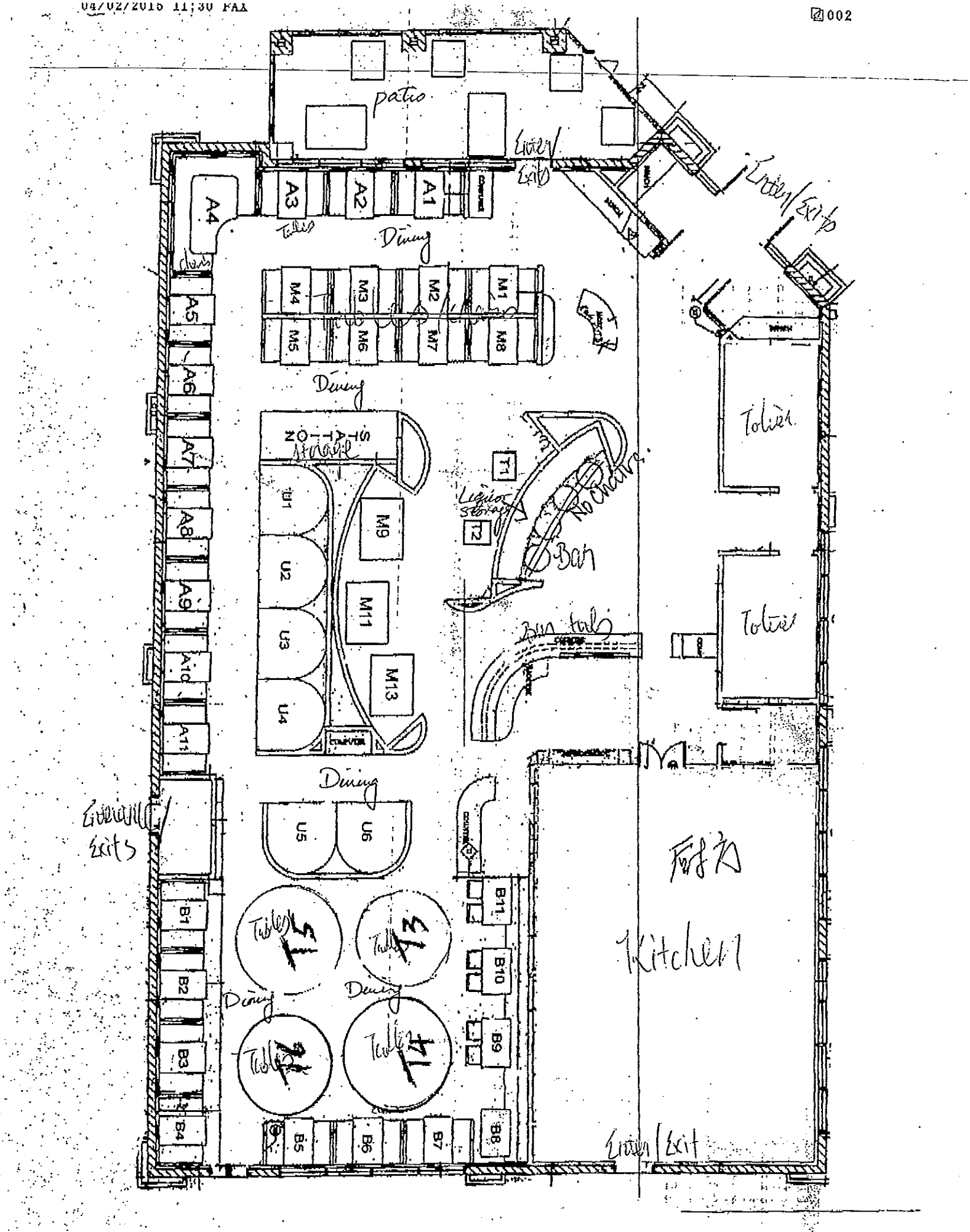
My commission expires on: 10 Feb 2017

Day Month Year

OFFICIAL SEAL
YANG CHEN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
FEBRUARY 10, 2017

[redacted]

Signature of NOTARY PUBLIC


patio
Entry/Exit
Entry/Exit
A1
A2
A3
A4
Tables
Dining
M1
M2
M3
M4
M5
M6
M7
M8
A5
A6
A7
A8
A9
A10
A11
Dining
Tolier
Tolier
T1
T2
Liquor storage
No entry
Bar
Bus tub
M9
M11
M13
U1
U2
U3
U4
Dining
U5
U6
Entrance/Exits
B1
B2
B3
B4
B5
B6
B7
B8
B9
B10
B11
Table 5
Table 13
Table 12
Table 14
Dining
Dining
Food
Kitchen
Entry/Exit

Agenda Item: 23R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 6, 2015 **Council Meeting Date:** June 16, 2015

TO: Carl Swenson, City Manager

FROM: Katie Gregory, Finance & Budget Deputy Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing for Truth in Taxation on Primary Property Tax Levy FY 2016

Purpose:

This is a request for the Mayor and City Council to hold a public hearing regarding an increase to the primary property tax levy, as required by State Statutes on Truth in Taxation. It is recommended that Council approve their intent to raise the primary tax levy by a roll call vote.

Background/Summary:

During the FY 2016 budget deliberations, the City Council recommended the City's primary property tax rate remain at $.1900 per $100 of assessed valuation.

By maintaining the existing tax rate, the primary property tax levy is expected to generate $2,238,500 in the next fiscal year. This amount would represent an increase of $123,015 from the FY 2015 levy. Based on the statutory calculation, the increases in the primary tax levy stem from two sources. An estimated $77,590 in increased collections comes from valuation increases to existing properties and the remaining $45,425 results from assessments on new construction within the city limits.

In compliance with Section 42-17104 and 42-17107, Arizona Revised Statutes, the City of Peoria notified property taxpayers through advertisements placed in The Peoria Times on May 29, 2015 and in the Daily News-Sun on June 9, 2015 of our intent to increase the City's primary property tax levy. The statute also requires a public hearing and roll call vote regarding the proposed levy increase. The hearing and vote must take place on or before the adoption of the final budget.

Combined with the secondary tax rate of $1.2500 per $100 of assessed valuation, the total estimated tax rate for FY 2016 is $1.4400 per $100 of assessed valuation.

Previous Actions:

At the Council Budget Workshops held April 13 and April 15, Council reviewed and discussed a budget that did not include any changes in the property tax rate for FY2016.

Options:

A: By roll call vote, approve a motion to increase the total primary tax levy (exclusive of new construction) from $2,115,485 to $2,193,075 for a total of $77,590.

B: By roll call vote, deny a motion to increase the total primary tax levy (exclusive of new construction) from $2,115,485 to $2,193,075 for a total of $77,590 and direct staff to change the primary property tax rate.

Staff's Recommendation:

By roll call vote, City Council approve a motion to increase the total primary tax levy (exclusive of new construction) from $2,115,485 to $2,193,075 for a total of $77,590. This will serve to provide compliance of Truth in Taxation as well as notify the public of a motion to adopt the tax levy at the July 7, 2015 Council meeting.

Fiscal Analysis:

Given the proposed rate, the primary property tax levy is expected to generate $2,238,500 and the secondary property tax levy is expected to generate $14,726,977 in the next fiscal year.

Narrative:

The next steps are to adopt the FY 2016 Final Budget and hold a public hearing on the Property Tax Levy on June 16, 2015, then to adopt the Property Tax rate which is scheduled for the July 7 City Council meeting.

Exhibit(s):

Exhibit 1: Resolution of Intent to Raise the Primary Property Tax Levy

Contact Name and Number: Katie Gregory, (623) 773-7364

RESOLUTION NO. 2015–69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING THEIR INTENT TO RAISE THE PRIMARY PROPERTY TAX LEVY.

WHEREAS, in accordance with the provisions of Title 42, Sections 17104 and 17107, A.R.S. the City Council did, on June 16, 2015 hold a hearing regarding the intent to assess a primary property tax rate of $.1900 per $100 of assessed valuation, and

WHEREAS, in accordance with said sections of said Code, and following due public notices, given in the manner and within the time provided by law, the Council met on June 16, 2015, at which meeting any taxpayer was privileged to appear and be heard in favor of or against the proposed tax levies; and

WHEREAS, it appears that notification has been duly made as required by law, through advertisements in a newspaper of general circulation, that the City Council intends to meet on July 7, 2015 in the City Council Chamber for the purpose of considering tax levies as set forth in said estimates; and giving notice that the City Council intends to adopt its tax levy ordinance on July 7, 2015; and

WHEREAS, State Statute Section 42-17107 requires the City to notify its property taxpayers of an increase to the primary property tax levy should the stated tax rate generate additional taxes on existing properties; and

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

That the City Council, by roll call vote, approve said resolution notifying its property taxpayers of its intention to raise its primary property taxes on existing properties over last year's level by $77,590 or 3.59%.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 16th day of June 2015.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp
City Attorney

Agenda Item: 24R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 6, 2015 **Council Meeting Date:** June 16, 2015

TO: Carl Swenson, City Manager

FROM: Katie Gregory, Finance & Budget Deputy Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing and Adoption of the Fiscal Year 2016 Final Budget

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Purpose:

This is a request for the Mayor and City Council to hold a public hearing and adopt the Final Annual Budget in the amount of $511,000,000 for Fiscal Year 2016.

Background/Summary:

Each year, the City undertakes a comprehensive program to develop a balanced budget. The annual budget serves as the major policy and financial planning tool of the City, detailing how resources will be allocated, and how City Council's priorities can best be addressed.

For FY 2016, the City of Peoria budget appropriation totals $511 million, an increase of 8.72 percent from the previous year. The proposed budget consists of four major components, including planned operating expenditures, estimated capital improvements, annual debt obligations, and appropriated reserves.

The operations component of the budget totals $256.4 million, which represents a 7.99 percent increase from the FY 2015 level. In total, the operating budget supports 1,146 full-time equivalent positions, which is 24 more positions citywide than in the adopted FY 2015 budget.

The capital budget includes investments in various capital improvements throughout the City and is the first year of the 10-year Capital Improvement Program. Overall, the $169.3 million FY 2016 capital budget represents an increase of 16.6 percent from last year's capital budget, while the 10-year Capital Improvement Program totals $645.8 million and represents a 7.9 percent increase from one year ago.

The FY 2016 annual debt obligations are estimated at $39.4 million. This category includes annual City debt service payments for issued general obligation and revenue bonds.

State budget law requires a jurisdiction to adopt a Tentative Budget that sets the maximum level of appropriation for a fiscal year. As a result, the FY 2016 budget includes contingency appropriation, which provides authority to expend reserves to cover unforeseen or emergency situations. The contingency level is based on the City's financial reserves, and totals $45.9 million for the upcoming year.

Each year, as part of the City's strategic budgeting approach, department directors engage their employees to discuss trends, options and opportunities for addressing citizen needs. As part of this process, the departments perform an analysis to determine the true cost of the services they provide. Using this information, department directors then align their work plans with the Council's policy goals and submit associated budget requests to achieve desired performance outcomes.

The result is a budget that works within existing resources, but also includes modest additions to ensure service levels are maintained in our programs and activities. Also, the plan strives to maintain or replace existing assets as needed and to address the demands of growth throughout the community. Lastly, the City's economic development efforts continue to be funded in a manner that produces beneficial results. A key focus of the City's economic development pursuits is to ensure that services and amenities are well balanced and targeted to maximize business opportunities in Peoria.

The City Manager's recommended budget was delivered to the City Council on April 7 of this year. At the Council Budget Study Sessions, held on April 13 and April 15, Council members reviewed the proposed budget in detail, and evaluated the issues affecting each City department. After this review process, Council instructed staff to complete the development of the FY 2016 Tentative Budget.

The FY 2016 Final Budget, as recommended, does not propose increases in the city's sales tax, property tax, or solid waste utility rates. However, the budget does include adjustments to the water, wastewater, and reclaimed water rates, as well as to various administrative fees. These adjustments provide the minimum level of revenues needed for the utility system to meet operational requirements, fund capital projects, and comply with the City's financial policies. The water and wastewater rate adjustments are anticipated to impact the typical residential customer's monthly bill by 2.5 percent, or $1.54. The budget also includes minor adjustments for certain recreation program fees to recover appropriate costs for these services.

It is recommended that the annual budget for FY 2016 be in place by July 1, 2015, in order to have continuing legal authority to make payments for salaries, expenses, and other obligations of the City of Peoria. The Tentative Budget adoption on June 2, 2015, helped facilitate timely approval within the requirements set forth by Arizona Revised Statutes for the publishing of the proposed budget and public hearings held prior to final budget adoption.

The total Final Budget estimate is $511,000,000 and cannot exceed the total expenditures set by the adoption of the Tentative Budget. The Fiscal Year 2016 Annual Budget establishes appropriation sufficient for each City Department to provide a level of service, as established by Mayor and Council, for the City of Peoria.

Previous Actions:

At the June 2 City Council meeting, Council approved the Tentative Budget totaling $511,000,000.

At the Council Budget Workshops held April 13 and April 15, Council reviewed, discussed, and recommended changes to the proposed budget.

On April 7, 2015, the City Manager's recommended budget was delivered to the City Council.

On January 31, 2015, Council provided staff with direction for the FY 2016 budget.

Options:

A: Approve the resolution adopting the Final Annual Budget in the amount of $511,000,000 for Fiscal Year 2016.

B: Deny approval of the resolution adopting the Final Annual Budget and provide staff direction to change the proposed budget.

Staff's Recommendation:
Staff recommends that the City Council approve the resolution to adopt the Final Annual Budget in the amount of $511,000,000 for Fiscal Year 2016.

Fiscal Analysis:
A final budget establishes appropriation sufficient for each City Department to provide a level of service, as established by the Mayor and Council, for the City of Peoria.

Narrative:
The final step in the formal budget process, once the Final Budget is approved, is to adopt the Property Tax levy which is scheduled for the July 7 City Council meeting.

Exhibit(s):

Exhibit 1: Final Budget Resolution

Exhibit 2: Final Budget Document (City Manager Message and Schedules)

Contact Name and Number: Katie Gregory, (623) 773-7364

RESOLUTION NO. 2015-70

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING THE FISCAL YEAR 2016 BUDGET.

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, A.R.S. the City Council did, on June 2, 2015 make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Peoria, and

WHEREAS, in accordance with said chapter of said Code, and following due public notice, given in the manner and within the time provided by law, the Council met on June 16, 2015, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 16, 2015 in the City Council Chamber for the purpose of considering tax levies as set forth in said estimates; and giving notice that the City Council would adopt its tax levy ordinance on July 7, 2015; and

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

That said estimates of revenue and expenditures shown on the accompanying Schedule 1 are hereby adopted as the budget of the City of Peoria for its Fiscal Year 2016.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 16th day of June 2015.

_____

Cathy Carlat, Mayor

APPROVED AS TO FORM:

_____

Stephen M. Kemp
City Attorney

ATTEST:

_____

Rhonda Geriminsky
City Clerk

City of Peoria, Arizona
FY 2016 Final Budget

peoriaaz.gov

CITY MANAGER BUDGET MESSAGE
Fiscal Year 2016

Mayor Carlat and Members of the Peoria City Council,

I am pleased to provide you with a recommended FY 2016 Annual Budget and 10-Year Capital Improvement Program for the City of Peoria. These spending plans reflect our commitment to provide quality services and amenities to our residents, while preserving our organization's long-term financial viability.

As the city continues to manage through the economic recovery, we see positive signs of improvement to our five-year forecast. The revenue picture is improving; however, the costs to deliver current services are also growing, limiting our ability to support new or enhanced services in the upcoming year. The recommended budget continues to provide basic services, and maintains the quality standards our residents have come to expect. This balanced and strategic approach results in a spending plan that adapts to the changing needs of our community, without compromising our financial future.

BUDGET APPROACH

Setting long-term priorities for the city is one of the most important responsibilities for Peoria's elected officials. In March, the City Council reviewed and updated their 24-month policy goals. These policy statements set the direction for the organization and act as a touchstone for making financial and operational decisions to achieve community expectations. The following broad policy priorities are reflected throughout the recommended budget:

Community Building
Enhancing Current Services
Preserving our Natural Environment
Total Planning
Economic Development
Leadership and Image

Over the past few months, staff has provided Council with information briefings regarding significant policy issues. This includes discussions on economic development initiatives, and overall financial and economic conditions. Additionally, the recommended budget includes appropriate funding to begin addressing demands associated with new growth in a thoughtful and deliberate manner, without disrupting our existing services.

Each year, as part of the city's strategic budgeting approach, department directors engage their employees to discuss trends, options, and opportunities for addressing citizen needs. As part of this process, the departments perform an analysis to determine the true cost of the services they provide. This information is included in the City Council budget workbooks at the beginning of each department section. Using this information, department directors then align their work plans with the Council's policy goals and submit associated budget requests to achieve desired performance outcomes.

The result is a FY 2016 recommended budget that works within existing resources, but also includes modest additions to ensure service levels are maintained and the council's priorities are addressed. Also, the plan strives to maintain or replace existing assets as needed and address demands of new growth throughout the city. Lastly, the city's vigorous economic development efforts continue to be funded in a manner that produces beneficial results, including the addition of key personnel in the areas of planning, communications and economic development services. A key focus of the city's economic development pursuits is to ensure that services and amenities are well-balanced and targeted to maximize business opportunities throughout the community.

PEORIA'S FISCAL POSITION

The city's revenue stream is largely influenced by overall economic conditions. The gradual national recovery has continued to improve but at a slow pace, hampered at times by unemployment/underemployment, federal policy indecision and a slower rate of recovery in the housing industry. There are, however, encouraging bright spots at the national, state, and local levels, such as 1) improving home resale values; 2) modest improvements in job growth; and 3) increased spending on big ticket items like automobiles that reflect a willingness by consumers to spend again.

Locally improving consumer confidence has resulted in modest city sales tax growth during FY 2015. We expect sales tax revenues for this fiscal year to exceed FY 2014 actuals by 1.09 percent, with strong performance in the retail (especially auto sales), restaurants and bars, and construction categories. For FY 2016, we are forecasting roughly a 1.2 percent growth in city sales tax revenues.

Property tax collections continue to be impacted by the local housing market. Home valuations have continued to increase and recent information from the County Assessor's Office projects a 5.8 percent increase in the city's assessed valuation in FY 2015. Future valuations should continue to increase, leading to tax collection increases in subsequent years.

TAXES, RATES AND USER FEES

Given the current economic climate, the budget as submitted limits the financial burden placed on our residents. The FY 2016 recommended budget assumes no increase to property tax rates for the upcoming year. Likewise, the city's retail sales tax rate remains at 1.8 percent.

After two years of no rate increases, the FY 2016 budget recommends modest utility rate adjustments for water, wastewater, reclaimed water and commercial solid waste services. These rate increases are needed to address growing cost pressures and capital requirements. Overall, Peoria residents continue to enjoy comparatively low utility rates among Valley cities.

The city regularly evaluates its user charge system to ensure that appropriate fees are assessed for the services we provide. For FY 2016, this analysis resulted in adjustments to a small number of recreation fees to help recover the full cost of these services, per Council policy.

USE OF FUND RESERVES

The City Council-adopted Principles of Sound Financial Management have established strong policies on reserve levels for our major operating funds. It is important to remember that much of these reserves are established to address immediate and dramatic fiscal difficulties. To address such emergencies, the budget includes contingency appropriation for crisis events, but does not apply any reserves to address recurring expenses. As a result, the budget remains compliant with the city's stated policies.

BUDGET PRIORITIES

The city's top priority is to preserve and enhance the high quality of life Peoria residents have come to expect. The FY 2016 budget provides the financial resources necessary to meet these expectations.

One of the keys to any community's quality of life is a vibrant and diversified economic base, with both a qualified workforce and quality jobs. As such, the recommended budget includes investments in a number of economic development initiatives and projects. One example is continued support for the BioInspire Medical Device Incubator project supporting biotechnology companies as well as cultivating entrepreneurship, which are the basis on which to build a bioscience economic cluster in Peoria. Another example is the planned construction of the Vistancia Commercial Core infrastructure, which supports future economic development opportunities in the northern area of the city. This is a key investment zone for the city's economic development efforts.

The P83 Entertainment District Improvements project continues to support a proposed 400,000 square foot mixed-use redevelopment project to be built on the west parking lot of the Peoria Sports Complex. Planned improvements are designed to create a unique year-round, outdoor, family-oriented urban destination. The second phase of these improvements is budgeted in FY 2016.

Public safety is a critical component to our residents' quality of life. This budget underscores the city's ongoing commitment to this important local responsibility. Funding is included for two additional sworn police officers, a Crime Scene Technician and provides resources to train six firefighters as paramedics. The city has submitted for a Staffing for Adequate Fire & Emergency Response (SAFER) grant to fund six new firefighters that would provide year-round, 24-hour coverage at the Lake Pleasant Fire Station. In the event this grant is not approved, funding has been identified to support the addition of two new firefighters in the upcoming year. This year, the budget includes one-time funding for safety equipment and facility improvements at a number of fire

stations. Additionally, the budget supports a number of one-time requests by the Police Department. This helps the organization continue its emphasis on a community-based policing approach, which proactively addresses neighborhood concerns while establishing vital relationships with community leaders.

These efforts will be supplemented by several other neighborhood-focused initiatives. Increased funding is provided to continue the successful Community Works program, which provides for small, targeted capital improvements that make an immediate difference. The neighborhood grant program is a partnership between the city and neighborhood organizations that results in aesthetic improvements to our neighborhoods. And the ever-popular Neighborhood Pride revitalization program is back for its 19th year, offering support to individual property owners.

Peoria has long boasted premier recreation programs, events, and facilities. The city has a long history of providing family-friendly and culturally diverse events. The FY 2016 budget includes funding to continue these popular events throughout the community. Lastly, we have supported a number of one-time requests to repair and maintain key amenities at various parks and aquatic facilities.

Over the past year, the city finalized labor agreements with two of the city's four labor groups. The recommended budget includes funding to for modest wage increases for city employees in line with the approved labor contracts.

CAPITAL IMPROVEMENT PROGRAM

Each year the Council updates the Capital Improvement Program (CIP). The CIP provides a schedule of planned improvements over the next 10 years and identifies the revenue sources that will pay for those improvements.

The recommended CIP includes major investments in economic development, parks, roadways, public safety facilities, and water and sewer infrastructure. This includes funding for the construction of several major projects already underway, including renovations to the stadium at the Peoria Sports Complex, the installation of a new segment of the New River Trail from Northern Avenue to Olive Avenue, and the construction of a new roadway and utility infrastructure on El Mirage Road from Vistancia Boulevard to Lone Mountain Parkway. All three of these projects are on track to be completed in FY 2016.

The city recently initiated a study to determine the most appropriate location for a new community park in northern Peoria. The study will also evaluate access to the site, cultural sensitivity, and environmental issues, and will provide preliminary cost estimates for the project. Funding for the construction of the park is programmed in FY 2018. Other parks and trails projects planned for the next few years include new trailheads at 99th and Olive avenues and at 75th Avenue and Deer Valley Road, the creation of a Sonoran Desert Preservation Program, and a new trail segment connecting the Fletcher Heights and River Stone Estates subdivisions.

Economic Development has become a significant category within the capital program. The CIP includes financial participation in a number of projects and initiatives, including the BioScience Incubator, GE Avionics, Maxwell Technologies, and Trine University. One major focus area of the city's economic development efforts is the entertainment district surrounding the Peoria Sports Complex. The city recently completed the first phase of a project to revitalize and brand this area, and there is funding for additional enhancements in FY 2016. The capital program also includes funds to construct a new parking structure as part of a mixed-use redevelopment of the parking lot west of the stadium.

As important as these new capital undertakings is the responsibility to maintain existing assets. As such, the city allocated $1.5 million in new funding in FY 2016 to address this need. You will see various projects throughout the CIP related to facilities replacement and refurbishment. In addition, we continue to maintain more than 1,400 mile lanes of roadway, 1,000 miles of sidewalk, and 116 signalized intersections through a combination of maintenance programs in the capital program.

CONCLUSION

In summary, the proposed budget totals $511 million, which represents an 8.72 percent increase over the prior year. The budget for the general fund, the city's primary operating fund, is $131.9 million - a 7.07 percent increase. The $169.3 million capital budget for FY 2016 represents a 16.59 percent increase over the FY 2015 plan, while the 10-year capital improvement program totals $645.8 million, a 7.9 percent increase over last year's program.

Overall the outlook is continuing to improve. We've managed through the recession and our revenues are seeing modest growth. I believe this budget underscores a commitment by all city departments to maintain service levels and address community priorities, while preserving those things that make Peoria great.

I wish to thank the City Council for their guidance and support throughout the development of this proposed budget. In addition, I wish to thank the Finance and Budget Department staff, our deputy city managers, department directors, and all of the employees of the city who have contributed to make the FY 2016 budget a reality.

Sincerely,

Carl Swenson
City Manager

Schedules

The schedules summarize the City's financial activities in a comprehensive, numeric format. These include detailed tables on the following functions:

- Schedule 1 starts with beginning balances for each fund and tracks the money coming in, tracks the money going out, and arrives at a projected ending balance for each fund.
- Schedule 2 is a multi-year look at all revenues (money in).
- Schedule 3 is a multi-year look at all operating, day-to-day expenditures (money out).
- Schedule 4 is an examination of transfers or charges for services performed by departments within the city for other city departments.
- Schedule 5 is a list of the City's tax levy and rate.
- Schedule 6 is a multi-year listing of personnel by department.
- Schedule 7 is a multi-year look at personnel by position.
- Schedule 8 is a list of the City's debt obligations and payment requirements.
- Schedule 9 is a list of operating capital expenditures over $5,000.
- Schedule 10 is a list of the City's Capital Improvement Projects for the upcoming year.
- Schedule 11 is a summary of new budget requests, called "supplementals."
- Schedule 12 is a list of projected Streetlight and Maintenance Improvement Districts revenues.
- Schedule 13 is a view of Sources and Uses by fund type and account category.
- Schedule 14 is State of Arizona Auditor General Schedule A which shows the estimated revenues and expenditures.
- Schedule 15 is State of Arizona Auditor General Schedule B which summarizes the tax levy and tax rate information.
- Schedule 16 is State of Arizona Auditor General Schedule C which is a summary of the fund type of revenues other than property taxes.
- Schedule 17 is State of Arizona Auditor General Schedule D which shows the fund type of other financing sources/uses and interfund transfers.
- Schedule 18 is State of Arizona Auditor General Schedule E which summarizes by the department expenditures within each fund type.
- Schedule 19 is State of Arizona Auditor General Schedule F which is a summary of fund expenditures/expenses by department.
- Schedule 20 is State of Arizona Auditor General Schedule G which is a summary of the number of Full-Time Equivalent Employees and estimated Personnel Compensation by fund type.

Schedule 1 - All Funds Summary

FUND NAME	ESTIMATED BALANCE 7/1/15	PROJECTED REVENUES	TRANSFERS IN	TOTAL SOURCES
1 General Fund	$45,350,290	$119,425,513	$6,082,618	$170,858,421
2 Half Cent Sales Tax Fund	$11,348,177	$17,852,022	-	$29,200,199
3 Other Reserve Funds	$10,321,717	$49,000	$2,175,000	$12,545,717
Total General & Other	**$67,020,184**	**$137,326,535**	**$8,257,618**	**$212,604,337**
4 Streets	$14,777,614	$12,877,118	$1,685,522	$29,340,254
5 Streetlight Improvement Districts	$13,177	$686,022	-	$699,199
6 Maintenance Improvement Districts	$1,491	$129,744	-	$131,235
7 Transportation Sales Tax Fund	$30,470,992	$10,786,223	-	$41,257,215
8 Development Fee Funds	$29,044,669	$4,494,665	-	$33,539,334
9 Public Housing	-	-	-	-
10 Home and Housing Grants	-	$331,959	-	$331,959
11 Transit	$778,942	$450,000	-	$1,228,942
12 Attorney Grants	$108,995	$30,100	-	$139,095
13 Public Safety Grants	$17,402	$620,831	-	$638,233
14 Other Grants	$5,502,255	$5,595,180	-	$11,097,435
15 Community Service Grants	$63,869	$505,056	-	$568,925
Total Special Revenue Funds	**$80,779,406**	**$36,506,898**	**$1,685,522**	**$118,971,826**
16 Water	$22,120,247	$37,700,135	-	$59,820,382
17 Water Replacement & Reserves	$8,890,040	$976,214	-	$9,866,254
18 Water Expansion	$10,545,783	$4,566,325	-	$15,112,108
19 Water Bonds	-	$7,540,000	-	$7,540,000
20 Water Improvement Districts	-	-	-	-
21 Wastewater	$2,946,977	$20,349,208	$2,582,084	$25,878,269
22 Wastewater Replacement & Reserves	$8,338,831	$115,286	$127,000	$8,581,117
23 Wastewater Expansion	$3,776,777	$858,630	-	$4,635,407
24 Wastewater Bonds	-	-	-	-
25 Wastewater Improvement Districts	-	-	-	-
26 Residential Solid Waste	$7,924,240	$9,612,500	-	$17,536,740
27 Commercial Solid Waste	$1,877,674	$2,362,750	-	$4,240,424
28 Solid Waste Reserves	$3,265,835	$1,000,293	-	$4,266,128
29 Solid Waste Expansion	$6,988,311	$25,000	-	$7,013,311
30 Sports Complex Operations/Maintenance	$274,118	$2,818,000	$1,860,000	$4,952,118
31 Sports Complex Equipment Reserves	$791,780	$264,887	-	$1,056,667
Total Enterprise Funds	**$77,740,613**	**$88,189,228**	**$4,569,084**	**$170,498,925**
32 Fleet Maintenance	($321,633)	$5,299,380	$325,000	$5,302,747
33 Fleet Reserve	$9,859,274	$2,012,903	$537,300	$12,409,477
34 Insurance Reserve	$15,085,220	$20,134,546	-	$35,219,766
35 Facilities Maintenance	$154,021	$5,861,798	$83,000	$6,098,819
36 Information Technology	$1,158,340	$8,441,680	$989,229	$10,589,249
37 Information Technology Reserve	$1,314,445	$705,500	$821,685	$2,841,630
38 Information Technology Projects	$737,680	-	$310,235	$1,047,915
Total Internal Service Funds	**$27,987,347**	**$42,455,807**	**$3,066,449**	**$73,509,603**
39 Fireman's Pension	-	$30,600	-	$30,600
40 Agency Funds	-	-	-	-
Total Trust & Agency Funds	**-**	**$30,600**	**-**	**$30,600**
41 General Obligation Bonds	($2,467,709)	$22,666,330	-	$20,198,621
42 MDA Bonds	-	$30,300,000	-	$30,300,000
43 HURF Bonds	-	-	-	-
44 Capital Projects - Streets/Economic Development	$12,651,596	$60,000	-	$12,711,596
45 Improvement Districts	-	-	-	-
46 Facility Projects	-	-	-	-
47 Outside Source Fund	$4,594,643	$5,613,621	-	$10,208,264
Total Capital Projects Funds	**$14,778,530**	**$58,639,951**	**-**	**$73,418,481**
48 General Obligation Bonds	$27,518,856	$14,916,977	-	$42,435,833
49 MDA Bonds	$9,988,777	$12,000	$3,691,832	$13,692,609
50 Improvement Districts	$786,203	$478,238	-	$1,264,441
Total Debt Service Funds	**$38,293,836**	**$15,407,215**	**$3,691,832**	**$57,392,883**
All Funds Total	**$306,599,916**	**$378,556,234**	**$21,270,505**	**$706,426,655**

Schedule 1 - All Funds Summary

OPERATIONS	CAPITAL PROJECTS	LONG-TERM DEBT	CONTINGENCY	TOTAL EXPENDITURE	TRANSFERS OUT	TOTAL USES	ESTIMATED BALANCE 6/30/16	
$131,892,744	$3,688,008	-	$18,000,000	$153,580,752	$580,346	$154,161,098	$16,697,323	1
$2,151,432	$349,685	$895,000	$3,500,000	$6,896,117	$13,200,395	$20,096,512	$9,103,687	2
$320,241	$6,569,211	-	$1,200,000	$8,089,452	-	$8,089,452	$4,456,265	3
$134,364,417	**$10,606,904**	**$895,000**	**$22,700,000**	**$168,566,321**	**$13,780,741**	**$182,347,062**	**$30,257,275**	
$10,042,631	$4,584,034	-	$500,000	$15,126,665	$233,608	$15,360,273	$13,979,981	4
-	-	-	-	-	$685,522	$685,522	$13,677	5
-	-	-	-	-	$129,624	$129,624	$1,611	6
$191,195	$26,804,973	-	$1,000,000	$27,996,168	$1,000,000	$28,996,168	$12,261,047	7
$3,604,456	$11,333,975	-	$1,600,000	$16,538,431	-	$16,538,431	$17,000,903	8
-	-	-	-	-	-	-	-	9
$331,959	-	-	-	$331,959	-	$331,959	-	10
$1,077,848	-	-	-	$1,077,848	$143,773	$1,221,621	$7,321	11
$24,268	-	-	-	$24,268	-	$24,268	$114,827	12
$628,331	-	-	-	$628,331	-	$628,331	$9,902	13
$3,094,927	-	-	$3,050,000	$6,144,927	$290,528	$6,435,455	$4,661,980	14
$479,259	-	-	-	$479,259	$221	$479,480	$89,445	15
$19,474,874	**$42,722,982**	**-**	**$6,150,000**	**$68,347,856**	**$2,483,276**	**$70,831,132**	**$48,140,694**	
$22,281,495	$16,488,265	$5,532,870	$12,500,000	$56,802,630	$2,905,730	$59,708,360	$112,022	16
$1,397,534	-	-	$25,000	$1,422,534	$773	$1,423,307	$8,442,947	17
$3,476	$11,976,721	-	-	$11,980,197	$711,300	$12,691,497	$2,420,611	18
-	$7,540,000	-	-	$7,540,000	-	$7,540,000	-	19
-	-	-	-	-	-	-	-	20
$11,073,395	$6,027,256	$7,370,803	$250,000	$24,721,454	$291,466	$25,012,920	$865,349	21
$486,119	-	-	-	$486,119	-	$486,119	$8,094,998	22
-	$4,424,085	-	$200,000	$4,624,085	-	$4,624,085	$11,322	23
-	-	-	-	-	-	-	-	24
-	-	-	-	-	-	-	-	25
$9,696,602	$257,853	-	$500,000	$10,454,455	$2,538	$10,456,993	$7,079,747	26
$2,399,918	$71,868	-	$150,000	$2,621,786	$662	$2,622,448	$1,617,976	27
$2,216,900	-	-	-	$2,216,900	-	$2,216,900	$2,049,228	28
$472,933	-	-	-	$472,933	$2,355	$475,288	$6,538,023	29
$4,688,874	-	-	$50,000	$4,738,874	$2,097	$4,740,971	$211,147	30
$125,518	-	-	$175,000	$300,518	-	$300,518	$756,149	31
$54,842,764	**$46,786,048**	**$12,903,673**	**$13,850,000**	**$128,382,485**	**$3,916,921**	**$132,299,406**	**$38,199,519**	
$5,297,614	-	-	-	$5,297,614	$1,766	$5,299,380	$3,367	32
$4,720,114	-	-	$300,000	$5,020,114	$325,000	$5,345,114	$7,064,363	33
$20,263,385	-	-	$1,750,000	$22,013,385	$441	$22,013,826	$13,205,940	34
$5,944,297	-	-	-	$5,944,297	$6,070	$5,950,367	$148,452	35
$9,562,203	-	-	-	$9,562,203	$756,290	$10,318,493	$270,756	36
$871,685	$710,000	-	$100,000	$1,681,685	-	$1,681,685	$1,159,945	37
$1,033,320	-	-	-	$1,033,320	-	$1,033,320	$14,595	38
$47,692,618	**$710,000**	**-**	**$2,150,000**	**$50,552,618**	**$1,089,567**	**$51,642,185**	**$21,867,418**	
$30,600	-	-	-	$30,600	-	$30,600	-	39
-	-	-	-	-	-	-	-	40
$30,600	**-**	**-**	**-**	**$30,600**	**-**	**$30,600**	**-**	
-	$20,197,625	-	-	$20,197,625	-	$20,197,625	$996	41
-	$30,300,000	-	-	$30,300,000	-	$30,300,000	-	42
-	-	-	-	-	-	-	-	43
-	$7,751,500	-	$1,000,000	$8,751,500	-	$8,751,500	$3,960,096	44
-	-	-	-	-	-	-	-	45
-	-	-	-	-	-	-	-	46
-	$10,208,264	-	-	$10,208,264	-	$10,208,264	-	47
-	**$68,457,389**	**-**	**$1,000,000**	**$69,457,389**	**-**	**$69,457,389**	**$3,961,092**	
$16,103	-	$16,417,860	-	$16,433,963	-	$16,433,963	$26,001,870	48
$7,723	-	$8,744,307	-	$8,752,030	-	$8,752,030	$4,940,579	49
-	-	$476,738	-	$476,738	-	$476,738	$787,703	50
$23,826	**-**	**$25,638,905**	**-**	**$25,662,731**	**-**	**$25,662,731**	**$31,730,152**	
$256,429,099	**$169,283,323**	**$39,437,578**	**$45,850,000**	**$511,000,000**	**$21,270,505**	**$532,270,505**	**$174,156,150**	

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
General Fund						
Taxes						
	Sales Tax-Advertising	$27,744	$27,161	$31,668	$25,000	$25,000
	Sales Tax-Constr Contracting	$1,836,181	$2,620,283	$3,500,198	$3,300,000	$2,800,000
	Sales Tax-Job Printing	$7,171	$4,017	$4,296	$5,000	$5,000
	Sales Tax-Publishing	$90,269	$96,759	$89,694	$85,000	$85,000
	Sales Tax-Transp for Hire	$0	$1,063	$85	$0	$0
	Sales Tax-Restaurants/Bars	$5,554,533	$5,834,448	$6,075,180	$6,250,000	$6,476,076
	Sales Tax-Rent/Tangible Prop	$320,795	$330,491	$383,753	$395,000	$403,888
	Sales Tax-Commercial Rental	$1,666,731	$1,745,578	$1,612,376	$1,575,000	$1,610,438
	Sales Tax-Vehicle Rental	$276,385	$298,430	$311,000	$325,000	$332,313
	Sales Tax-Hotels/Motels	$611,420	$594,886	$668,307	$700,000	$690,188
	Sales Tax-Apts/Rm House/Resid	$1,275,621	$1,436,512	$1,539,944	$1,575,000	$1,631,971
	Sales Tax-Trailer Courts	$156,799	$176,833	$160,386	$164,890	$168,600
	Sales Tax-Retail	$17,489,062	$18,951,254	$20,486,227	$21,100,000	$21,831,499
	Sales Tax-Amusements	$640,241	$709,123	$685,965	$675,000	$699,416
	Sales Tax-Utilities	$2,191,358	$2,225,253	$2,238,848	$2,200,000	$2,230,079
	Sales Tax-Telecommunication	$724,424	$699,369	$701,402	$700,000	$719,141
	Sales Tax-Penalties/Interest	$115,806	$163,010	$197,777	$160,000	$75,000
	Sales Tax Recoveries	$192,051	$272,540	$418,939	$275,000	$200,000
	Use Tax	$314,665	$263,773	$348,405	$375,000	$375,000
	Property Tax	$2,521,693	$2,161,146	$2,023,517	$2,115,485	$2,238,500
	Govt Prop Lease Excise Tax Rev	$7,723	$7,462	$7,462	$0	$0
	SRP In-lieu Tax	$31,592	$32,410	$31,431	$30,000	$30,000
	Utility Franchise	$2,762,517	$2,807,169	$2,832,194	$2,850,000	$2,888,966
	Cablevision Franchise	$1,321,646	$1,328,836	$1,362,177	$1,350,000	$1,350,000
	Subtotal - Taxes	**$40,136,427**	**$42,787,806**	**$45,711,231**	**$46,230,375**	**$46,866,075**
Charges for Service						
	Devl Agreement Appl Fee	$0	$0	$10,000	$0	$0
	Pawn Shop Transaction Fees	$123,816	$146,049	$120,936	$110,000	$110,000
	Planning Appl/Review Fee	$217,041	$383,648	$302,667	$250,000	$250,000
	Subdiv Final Plat Fee/Appl	$18,098	$41,577	$69,325	$46,000	$68,890
	Engineering Applications	$13,475	$19,058	$22,335	$21,000	$22,100
	Plan Check Fees	$357,787	$479,622	$572,916	$530,000	$558,200
	Water Inspection Fees	$47,352	$274,839	$268,980	$304,000	$255,717
	Sewer Inspection Fees	$29,965	$222,291	$185,927	$300,000	$177,088
	Street Inspection Fees	$120,670	$331,004	$463,153	$400,000	$441,132
	Grading/Drainage Insp Fees	$61,399	$110,450	$184,141	$150,000	$175,020
	Eng Plan Check-Grd/Drng	$56,610	$140,430	$146,880	$155,000	$144,870
	Eng Plan Chk-Street Light	$4,680	$23,160	$25,200	$26,000	$25,040
	Addressing Fee	$5,275	$18,675	$43,425	$21,000	$43,150
	Water Review Fee-Eng	$20,830	$86,600	$84,010	$96,000	$83,020
	Sewer Review Fee-Eng	$19,570	$79,330	$97,350	$88,000	$96,020
	Street Review Fee-Eng	$34,600	$122,600	$144,610	$136,000	$143,690
	Storm Drainage Report-Eng	$14,995	$61,584	$43,018	$68,000	$42,750
	Traffic Impact Report-Eng	$3,700	$19,000	$16,800	$21,000	$16,690
	Storm Water Mgmt Rpt-Eng	$5,100	$15,950	$19,250	$18,000	$19,130
	Retaining Wall Inspection	$15,463	$111,730	$73,228	$124,000	$69,748
	Retaining Wall Review Fee	$3,500	$11,000	$17,500	$12,000	$17,390
	Traffic Plan Check Fee	$10,120	$35,920	$64,100	$40,000	$63,690
	Concrete Inspection	$48,835	$120,240	$280,637	$250,000	$267,295
	Fire-Plans Review Fee	$54,531	$58,291	$83,495	$175,000	$55,000

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Fire-New Bldg Inspection Fee	$20,215	$21,875	$33,425	$70,000	$20,000
	New Const Inspect-After hours	$0	$0	$1,400	$0	$0
	Expedited Plan Check Fee	$4,080	$6,240	$4,320	$7,000	$4,290
	Expedited Eng Svc Rev Fees	$4,800	$0	$1,080	$0	$0
	Reimb for O/S Inspec O/T	$11,718	$13,350	$50,025	$35,000	$15,338
	SLID Appl/Process Fee	$2,355	$12,090	$15,600	$13,000	$15,500
	MID Appl/Process Fee	$5,325	$13,365	$18,690	$15,000	$17,500
	Filming Application and Fees	$100	$50	$0	$0	$0
	Homeowners Assoc Academy Fee	$540	$1,180	$500	$400	$400
	Fire BC Academy Fee	$32,331	$0	$0	$0	$0
	Advanced Life Support Fees	$400,333	$504,352	$537,096	$500,000	$500,000
	EMS Contract Misc Fees	$358,100	$352,831	$379,674	$350,000	$350,000
	Fire Svc to County Islands	$3,698	$10,086	$7,319	$3,482	$2,500
	Fire EMT Services	$0	$0	$419	$0	$0
	Fire- Commercial Inspections	$203,061	$226,568	$243,322	$225,000	$310,000
	Fire-Resale Revenue	$11,318	$4,389	$5,249	$3,000	$2,000
	Swimming Pool Fees	$259,565	$290,306	$300,366	$321,115	$321,115
	Swim Pool Admin Fees-Txb	$2,999	$2,012	$2,660	$111	$0
	Rec Revenue-Outdoor	$0	$9,310	$2,162	$7,489	$7,489
	Rec Revenue-AM/PM Program	$1,939,466	$1,911,236	$1,890,719	$1,984,000	$2,029,000
	Rec Revenue-Tot Time Prog	$356,955	$352,948	$431,779	$378,165	$388,865
	Rec Revenue-Summer Rec Prg	$159,409	$184,426	$179,131	$193,300	$179,130
	Rec Retl-Txb-Summer Rec	$2,648	$2,979	$2,347	$55	$0
	Rec Revenue-Summer Camp	$726,682	$697,113	$807,112	$730,100	$745,100
	Rec Revenue-SIC - Adult	$0	$23,415	$32,421	$40,000	$46,000
	Rec Revenue-SIC - Youth	$206,487	$153,881	$151,289	$170,000	$140,000
	Rec Revenue-Sports Programs - Adult	$0	$357,419	$359,894	$674,867	$674,867
	Rec Revenue-Sports Programs - Youth	$783,768	$396,563	$389,715	$478,370	$478,370
	Rec Revenue-Senior Program	$81,494	$100,280	$92,418	$90,000	$90,000
	Rec Revenue-Adapt Rec Prog	$71,467	$66,120	$74,732	$71,420	$74,920
	Rec Revenue-Special Events	$197,594	$186,318	$146,352	$295,300	$390,300
	Rec Revenue-Teen Program	$89,991	$96,383	$87,259	$99,000	$99,000
	Rec Retl-Txb-Teen Program	($1)	$0	$0	$0	$0
	Rio Vista Rec Center Memberships	$819,999	$826,239	$805,584	$808,132	$808,132
	Rio Vista Retail Sales	$357	$261	$161	$5,800	$5,800
	Rio Vista Program Revenues	$2,875	$1,477	$1,310	$20,000	$20,000
	Library Services Revenues	($87)	$0	$0	$0	$0
	Library Copy/Print Fees - Main	$10,874	$11,382	$10,811	$10,500	$16,500
	Library Copy/Print Fees - Branch	$4,989	$6,384	$6,669	$6,500	$12,500
	Prfrmg Arts Ctr-Beverage sales	$0	$0	$349	$0	$0
	Recycling Program Revenue	$1,770	$16,245	$11,325	$2,000	$2,000
	Fees for General Services	$16,513	$15,562	$15,437	$6,880	$0
	Fees for Gen Svcs-Fire	$428,176	$429,834	$433,914	$436,000	$438,180
	Fees for General Svcs-Police	$65,766	$51,806	$41,264	$40,000	$40,000
	Training Revenue	$26,640	$26,328	$0	$10,800	$0
	COBRA Health Ins Contrib	$554	$0	$0	$0	$0
	Lien Filing Fees	$1,330	$876	$801	$0	$0
	In Kind Revenues	$0	$0	$14,930	$0	$0
	Allocated Interdept Svc Chrgs	$12,340,428	$12,073,111	$12,743,673	$13,602,299	$14,029,187
	CIP Engineering Charges	$1,609,945	$1,349,821	$1,156,561	$1,639,091	$1,639,091
	CIP Finance Charges	$120,000	$120,000	$120,000	$60,000	$60,000
	Subtotal - Charges for Service	**$22,674,040**	**$23,839,459**	**$24,951,147**	**$26,744,176**	**$27,118,704**

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
Fines & Forfeitures						
	Court Fines and Forfeitures	$1,114,866	$951,553	$844,088	$875,000	$886,963
	Traffic School Receipts	$469,456	$359,290	$367,098	$350,000	$354,785
	Code Enforcement Fines	$39,031	$14,132	$1,237	$1,500	$11,500
	Deferred Prosecution Fees	$28,920	$33,790	$30,960	$20,000	$20,000
	Incarceration Fees	$153,343	$136,699	$106,942	$100,000	$101,367
	Enhanced School Zone Fines	$3,720	$1,307	$668	$1,000	$1,000
	Red Light Process Svc Fee	$8,228	$630	$420	$0	$0
	Red Light Admin Fees	$49,934	$4,692	$1,274	$0	$0
	Court Fines-Public Safety-PD	$135,623	$63,465	$53,234	$60,000	$60,000
	Court Fines-Public Safety-Attorney	$33,905	$15,866	$13,308	$15,000	$15,000
	Court Fines-Police-Safety Equipment	$13,953	$19,667	$19,345	$19,000	$20,000
	Library Fines and Forfeitures - Main	$93,519	$92,168	$99,541	$80,000	$93,000
	Library Fines and Forfeitures - Branch	$119,097	$116,281	$104,046	$100,000	$115,000
	False Alarm Fines-Police	$49,913	$46,125	$61,950	$45,000	$45,000
	PD Impound Admin Fee	$207,900	$202,358	$229,032	$157,724	$116,484
	False Alarm Fines-Fire	$0	$900	$0	$0	$0
	Subtotal - Fines & Forfeitures	**$2,521,407**	**$2,058,923**	**$1,933,143**	**$1,824,224**	**$1,840,099**
Interest Income						
	Interest Income	$189,737	$145,667	$126,603	$160,000	$160,000
Intergovernmental Revenue						
	State Shared Sales Tax	$12,087,651	$12,665,191	$13,431,637	$13,904,333	$14,460,506
	Urban Revenue Sharing	$13,231,006	$14,425,958	$17,172,500	$18,678,307	$18,578,786
	Peoria Distr Share-Pool	$158,559	$205,885	$219,821	$241,167	$175,076
	Intergovtl Partic-PD	$0	$0	$0	$0	$77,500
	Library Intergovtl Revenues	$67,431	$58,352	$29,236	$0	$0
	Grant Revenue	$0	$4,500	$0	$0	$0
	Grant Revenue-Comm Svc	$7,928	$7,975	$8,008	$8,041	$0
	Grant Revenue - Police	$0	$27,295	$0	$0	$0
	Grant Revenue - Federal	$2,248	$442	$0	$0	$488,663
	Auto Lieu Tax	$4,944,181	$5,155,206	$5,495,225	$5,600,000	$5,617,164
	Subtotal - Intergovernmental Revenue	**$30,499,004**	**$32,550,804**	**$36,356,427**	**$38,431,848**	**$39,397,695**
Licenses & Permits						
	Bldg Permit & Insp-Commercial	$273,185	$279,996	$223,615	$310,000	$220,960
	Bldg Permit & Insp-Residential	$826,837	$1,233,811	$1,509,733	$1,400,000	$1,491,660
	Occupational Business License	$55,029	$53,642	$56,684	$55,534	$57,053
	Bingo License Fees	$0	$0	$40	$0	$0
	Sales Tax Licenses	$748,855	$750,323	$753,727	$670,000	$688,321
	Fire Code Revenues	$46,995	$55,485	$48,325	$45,000	$45,000
	Liquor Licenses and Permits	$78,253	$83,832	$80,216	$73,000	$73,000
	Alarm Permits	$44,210	$52,760	$55,827	$55,000	$50,000
	Utility Revocable Permits	$300	$600	$2,500	$100	$5,410
	Park Permits-Sports Prg	$30,360	$29,050	$32,735	$28,000	$28,000
	Field Permits-Sports Prg	($1,470)	$24,125	$36,443	$20,000	$17,000
	Off-Track Betting License	$400	$200	$800	$1,000	$1,000
	Telecommunications License	$250	$250	$250	$0	$0
	Subtotal - Licenses & Permits	**$2,103,205**	**$2,564,074**	**$2,800,895**	**$2,657,634**	**$2,677,404**
Miscellaneous Income						
	Misc Police Revenues	$290,228	$132,803	$123,741	$75,000	$75,000
	Reimb Revenue-General	$41,723	$703,230	$9,762	$339,730	$30,000
	State Fire Reimbursement	$134,818	$159,626	$236,069	$90,000	$90,000

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Reimb from Workers Comp	$6,259	$0	$0	$0	$0
	Reimbursement-Jury Duty	$291	$356	$300	$0	$0
	Reimbursement for O/T	$6,529	$12,030	$6,311	$7,500	$7,500
	Reimb-Comm Svcs	$0	$0	$14	$798	$89,573
	Reimb Rev-Empl Overpymt	$0	$0	$178	$0	$0
	Repymt Zone Revenues	$490,235	$0	$0	$0	$0
	Commissions	$0	$36	$0	$0	$0
	Cash Over/Short	($816)	$202	($302)	$0	$0
	Cash Over/Short-Comm Svcs	$44	$90	($4)	$0	$0
	Misc A/R Penalties	$2,869	($5,816)	$8,845	$5,000	$5,000
	Gain on Disp of FA-Genl Govt	$0	$0	$8,317	$0	$0
	Gain on Disp of FA-Rec	$0	$0	$9,475	$0	$0
	Auction Proceeds	$33,535	$0	$40,851	$15,000	$15,000
	Other Revenue	$216,218	$182,100	$40,340	$15,000	$15,000
	Southwest Gas Capital Funds	$0	$0	$0	$420,000	$420,000
	Subtotal - Miscellaneous Income	**$1,221,933**	**$1,184,657**	**$483,897**	**$968,028**	**$747,073**
	Realized Gain/Loss - Invest					
	Realized Gains/Losses-Invest	$0	$0	$473	$0	$0
	Rents					
	General Rent Revenue	$40,576	$34,603	$40,776	$20,000	$20,000
	Rio Vista Ramada Rentals	$66,515	$61,502	$61,317	$70,000	$70,000
	Pioneer Park Ramada Rentals	$0	$0	$34,817	$72,060	$51,560
	Rio Vista Field Permits/Rental	$72,992	$79,445	$66,805	$120,000	$88,700
	Pioneer Park Field Permits/Rental	$0	$0	$49,403	$132,000	$132,000
	Rio Vista Concessions Rent	$29,654	$30,708	$24,546	$34,000	$34,000
	Pioneer Park Concessions Rent	$0	$0	$10,572	$22,000	$17,300
	Rio Vista Rec Center Rentals	$117,962	$88,992	$103,823	$107,790	$107,790
	Rent Rev-Swim Pool	$12,356	$13,475	$15,057	$20,000	$15,239
	Rent Rev-Comm Center	$22,053	$22,339	$45,617	$52,374	$52,374
	Rent Revenue - Salty Senoritas	$33,920	$32,245	$32,258	$29,500	$29,500
	Rent Revenue - Alter Group	$51,058	$729,195	$175,813	$0	$0
	Rent-AZ Broadway Theater(KLOS)	$0	$7,820	$48,289	$0	$0
	Rent Revenue - Arts Ctr Ticket Surchrg	$39,346	$758	$22,808	$0	$0
	Subtotal - Rents	**$486,432**	**$1,101,082**	**$731,901**	**$679,724**	**$618,463**
	Total - General Fund	**$99,832,185**	**$106,232,472**	**$113,095,717**	**$117,696,009**	**$119,425,513**
Half-Cent Sales Tax Fund						
	Taxes					
	Sales Tax-Advertising	$13,875	$13,583	$15,837	$12,500	$12,500
	Sales Tax-Constr Contracting	$918,257	$1,310,379	$1,750,424	$1,650,000	$1,100,000
	Sales Tax-Job Printing	$3,586	$2,009	$2,148	$2,500	$2,500
	Sales Tax-Publishing	$45,143	$48,388	$44,855	$42,500	$42,500
	Sales Tax-Transp for Hire	$0	$532	$42	$1	$0
	Sales Tax-Restaurants/Bars	$1,388,827	$1,458,817	$1,519,007	$1,562,500	$1,619,019
	Sales Tax-Rent/Tangible Prop	$160,424	$165,275	$191,912	$197,500	$201,944
	Sales Tax-Commercial Rental	$833,566	$872,294	$806,381	$787,500	$805,219
	Sales Tax-Vehicle Rental	$138,218	$149,242	$155,528	$162,500	$166,156
	Sales Tax-Hotels/Motels	$67,944	$66,107	$74,266	$77,777	$76,687
	Sales Tax-Apts/Rm House/Resid	$637,958	$718,420	$770,156	$787,500	$815,985
	Sales Tax-Trailer Courts	$78,414	$88,432	$80,211	$82,445	$84,300

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Sales Tax-Retail	$8,746,820	$9,477,292	$10,244,911	$10,550,000	$10,915,749
	Sales Tax-Amusements	$160,083	$177,306	$171,515	$168,750	$174,854
	Sales Tax-Utilities	$1,095,679	$1,112,626	$1,119,424	$1,100,000	$1,115,039
	Sales Tax-Cable T.V.	$0	$0	$0	$26	$0
	Sales Tax-Telecommunication	$362,278	$349,748	$350,765	$350,000	$359,570
	Sales Tax-Penalties/Interest	$56,846	$81,269	$98,626	$80,000	$37,500
	Sales Tax Recoveries	$93,640	$132,146	$206,760	$137,500	$100,000
	Use Tax	$157,362	$131,912	$174,191	$187,500	$187,500
	Subtotal - Taxes	**$14,958,919**	**$16,355,777**	**$17,776,959**	**$17,938,999**	**$17,817,022**
	Interest Income					
	Interest Income	$58,254	$46,074	$37,064	$32,000	$35,000
	Miscellaneous Income					
	Reimb Revenue-General	$0	$27,125	$27,392	$0	$0
	Total - Half-Cent Sales Tax Fund	**$15,017,174**	**$16,428,976**	**$17,841,415**	**$17,970,999**	**$17,852,022**
Transportation Sales Tax Fund						
	Taxes					
	Sales Tax-Advertising	$8,326	$8,151	$9,503	$7,500	$7,500
	Sales Tax-Constr Contracting	$550,972	$786,324	$1,050,383	$990,000	$660,000
	Sales Tax-Job Printing	$2,152	$1,205	$1,289	$1,500	$1,500
	Sales Tax-Publishing	$27,089	$29,036	$26,916	$25,500	$25,500
	Sales Tax-Transp for Hire	$0	$319	$25	$0	$0
	Sales Tax-Restaurants/Bars	$832,830	$874,800	$910,894	$937,500	$971,411
	Sales Tax-Rent/Tangible Prop	$96,249	$99,177	$115,258	$118,500	$121,166
	Sales Tax-Commercial Rental	$500,197	$523,438	$483,885	$472,500	$483,131
	Sales Tax-Vehicle Rental	$82,941	$89,556	$93,328	$97,500	$99,693
	Sales Tax-Hotels/Motels	$81,487	$79,284	$89,069	$93,333	$92,025
	Sales Tax-Apts/Rm House/Resid	$382,601	$431,100	$462,141	$472,500	$489,591
	Sales Tax-Trailer Courts	$47,054	$53,066	$48,133	$49,467	$50,580
	Sales Tax-Retail	$5,247,977	$5,687,055	$6,147,687	$6,330,000	$6,549,449
	Sales Tax-Amusements	$95,996	$106,324	$102,852	$101,250	$104,912
	Sales Tax-Utilities	$657,592	$667,576	$671,654	$660,000	$669,023
	Sales Tax-Telecommunication	$217,390	$209,874	$210,484	$210,000	$215,742
	Sales Tax-Penalties/Interest	$0	$0	$0	$48,000	$22,500
	Sales Tax Recoveries	$56,539	$79,726	$123,996	$82,500	$60,000
	Use Tax	$94,426	$79,158	$102,198	$112,500	$112,500
	Subtotal - Taxes	**$8,981,815**	**$9,805,169**	**$10,649,695**	**$10,810,050**	**$10,736,223**
	Interest Income					
	Interest Income	$129,009	$105,624	$95,986	$100,000	$50,000
	Miscellaneous Income					
	Reimb Revenue-General	$0	$60,830	$80,000	$0	$0
	Total - Transportation Sales Tax Fund	**$9,110,824**	**$9,971,623**	**$10,825,681**	**$10,910,050**	**$10,786,223**
Information Technology Fund						
	Charges for Service					
	Interdepartmental Svc Chg	$6,732,027	$6,934,980	$7,550,713	$7,858,107	$8,436,680

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Interest Income					
	Interest Income	$3,649	$3,159	$3,976	$5,200	$5,000
	Miscellaneous Income					
	Reimb Revenue-General	$364	$15,582	$22,771	$0	$0
	Reimbursement-Jury Duty	$132	$0	$0	$0	$0
	Subtotal - Miscellaneous Income	**$496**	**$15,582**	**$22,771**	**$0**	**$0**
	Total - Information Technology Fund	**$6,736,172**	**$6,953,721**	**$7,577,460**	**$7,863,307**	**$8,441,680**
	Economic Development Reserve Fund					
	Interest Income					
	Interest Income	$1,788	$6,882	$17,572	$26,000	$37,000
	Intergovernmental Revenue					
	Grant Revenue	$1,370	$0	$0	$0	$0
	Revenues					
	Other Revenue	$0	$4,905	$0	$0	$0
	Total - Economic Development Reserve Fund	**$3,158**	**$11,787**	**$17,572**	**$26,000**	**$37,000**
	Information Technology Reserve Fund					
	Charges for Service					
	Interdepartmental Svc Chg	$533,066	$589,557	$699,315	$700,045	$700,000
	Interest Income					
	Interest Income	$10,525	$9,329	$5,883	$5,300	$5,500
	Miscellaneous Income					
	Auction Proceeds	$11,567	$0	$0	$2,841	$0
	Total - Information Technology Reserve Fund	**$555,159**	**$598,886**	**$705,198**	**$708,186**	**$705,500**
	Facilities Fund					
	Charges for Service					
	Recycling Program Revenue	$0	$0	$322	$0	$0
	Fees for General Services	$0	($1)	$0	$0	$0
	Interdepartmental Svc Chg	$5,280,628	$5,895,231	$5,892,130	$5,941,568	$5,859,798
	Subtotal - Charges for Service	**$5,280,628**	**$5,895,230**	**$5,892,452**	**$5,941,568**	**$5,859,798**
	Interest Income					
	Interest Income	$2,004	$307	$906	$2,000	$2,000
	Miscellaneous Income					
	Reimb Revenue-General	$0	$1,040	$0	$1,748	$0
	Total - Facilities Fund	**$5,282,632**	**$5,896,577**	**$5,893,358**	**$5,945,316**	**$5,861,798**

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
Fleet Maintenance Fund						
Charges for Service						
	Recycling Program Revenue	$2,324	$5,605	$6,823	$5,000	$1,000
	Interdepartmental Svc Chg	$4,956,781	$5,061,124	$5,009,338	$5,075,537	$5,298,380
	Subtotal - Charges for Service	**$4,959,105**	**$5,066,729**	**$5,016,161**	**$5,080,537**	**$5,299,380**
Miscellaneous Income						
	Reimb Revenue-General	$3,556	$0	$57	$0	$0
	Total - Fleet Maintenance Fund	**$4,962,661**	**$5,066,729**	**$5,016,218**	**$5,080,537**	**$5,299,380**
Fleet Reserve Fund						
Charges for Service						
	Interdepartmental Svc Chg	$1,091,358	$1,114,250	$1,692,703	$1,800,125	$1,972,903
Interest Income						
	Interest Income	$48,302	$38,158	$33,647	$37,000	$40,000
Miscellaneous Income						
	Auction Proceeds	$9,060	$0	$0	$22,000	$0
Revenues						
	Auction Proceeds	$0	$0	$0	$3,649	$0
	Total - Fleet Reserve Fund	**$1,148,720**	**$1,152,408**	**$1,726,350**	**$1,862,774**	**$2,012,903**
Debt Service Fund						
Taxes						
	Property Tax	$16,735,182	$14,217,722	$13,333,764	$14,446,518	$14,726,977
	SRP In-lieu Tax	$207,843	$213,221	$206,784	$30,000	$30,000
	Subtotal - Taxes	**$16,943,025**	**$14,430,943**	**$13,540,548**	**$14,476,518**	**$14,756,977**
Assessment Revenue						
	Assessment Principal	$431,477	$0	$0	$0	$0
	Assessment Interest	$11,298	$0	$0	$0	$0
	Assessment Penalties	$1,230	$0	$0	$0	$0
	Assessment Admin Charges	$355	$0	$0	$0	$0
	Subtotal - Assessment Revenue	**$444,360**	**$0**	**$0**	**$0**	**$0**
Interest Income						
	Interest Income	$98,239	$80,577	$90,576	$185,435	$172,000
	Total - Debt Service Fund	**$17,485,625**	**$14,511,520**	**$13,631,124**	**$14,661,953**	**$14,928,977**
Bond Fund						
Interest Income						
	Interest Income	$104,377	$77,627	$23,025	$2,485	$450
Miscellaneous Income						
	Reimb Revenue-General	$0	$0	$17,058	$0	$0

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Revenues					
	Reimb Revenue-General	$0	$238,203	$240,000	$0	$0
	Other Revenue	$0	$100,000	$0	$0	$0
	Subtotal - Revenues	**$0**	**$338,203**	**$240,000**	**$0**	**$0**
	Bond Proceeds					
	Bond Proceeds	$14,715,000	$35,510,000	$0	$0	$60,505,880
	Bond Proceeds -	$645,188	$1,039,481	$0	$0	$0
	Proceeds of Refunding Bonds	$13,690,000	$0	$0	$0	$0
	Subtotal - Bond Proceeds	**$29,050,188**	**$36,549,481**	**$0**	**$0**	**$60,505,880**
	Total - Bond Fund	**$29,154,564**	**$36,965,311**	**$280,083**	**$2,485**	**$60,506,330**
Commercial Sanitation Fund						
	Charges for Service					
	Utility Late Fee Charges	$2,528	$1,969	$1,580	$1,200	$1,200
	Field Trip Svc Fee-Utilities	$15,458	$16,608	$18,555	$18,000	$18,000
	Recycling Program Revenue	$1,568	$13,343	$11,772	$1,800	$1,800
	Commercial Sanitation Fees	$841,326	$829,976	$861,733	$840,000	$860,000
	Roll-Off Sanitation Fees	$476,167	$521,411	$593,695	$675,000	$600,000
	San Fees-Comm Multi-Fam Clc	$731,335	$749,785	$745,059	$740,000	$750,000
	Commercial Recycling Fees	$0	$129,986	$126,318	$125,000	$125,000
	Subtotal - Charges for Service	**$2,068,382**	**$2,263,078**	**$2,358,712**	**$2,401,000**	**$2,356,000**
	Interest Income					
	Interest Income	$8,840	$7,002	$6,057	$6,400	$6,750
	Miscellaneous Income					
	Reimb Revenue-General	$0	$0	$0	$405	$0
	Revenues					
	Commercial Special Hauls	$0	$180	$2,569	$2,000	$0
	Total - Commercial Sanitation Fund	**$2,077,222**	**$2,270,260**	**$2,367,338**	**$2,409,805**	**$2,362,750**
Residential Sanitation Fund						
	Charges for Service					
	Utility Late Fee Charges	$55,444	$51,087	$48,366	$45,200	$47,500
	Recycling Program Revenue	$521,691	$379,533	$355,195	$350,000	$475,000
	Special Haul Fees	$25,410	$23,844	$25,945	$30,000	$30,000
	San Fees-Res Multi-Fam Clc	$219,860	$166,493	$148,960	$150,000	$150,000
	San Fees-Automated Clc	$8,860,216	$5,979,586	$6,149,292	$8,360,000	$8,700,000
	Residential Recycling Fees	$0	$2,059,727	$2,080,039	$0	$0
	Allocated Interdept Svc Chrgs	$91,146	$101,274	$109,251	$126,921	$127,000
	Subtotal - Charges for Service	**$9,773,767**	**$8,761,544**	**$8,917,048**	**$9,062,121**	**$9,529,500**
	Interest Income					
	Interest Income	$26,668	$25,590	$24,573	$28,000	$30,000
	Miscellaneous Income					
	Reimb Revenue-General	$0	$500	$0	$0	$0
	Reimbursement-Jury Duty	$0	$276	$0	$0	$0
	Subtotal - Miscellaneous Income	**$0**	**$776**	**$0**	**$0**	**$0**

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Revenues					
	Multi-Family Resid Recycling	$0	$11,436	$44,075	$53,000	$53,000
	Contributions - General	$0	$0	$1,000	$0	$0
	Subtotal - Revenues	**$0**	**$11,436**	**$45,075**	**$53,000**	**$53,000**
	Total - Residential Sanitation Fund	**$9,800,435**	**$8,799,346**	**$8,986,696**	**$9,143,121**	**$9,612,500**
Sanitation Equipment Reserve Fund						
	Charges for Service					
	Interdepartmental Svc Chg	$872,474	$966,478	$849,293	$944,400	$989,293
	Interest Income					
	Interest Income	$18,456	$17,642	$11,613	$10,000	$11,000
	Miscellaneous Income					
	Gain on Disposal of F/A	$0	$0	$95,046	$0	$0
	Auction Proceeds	$5,651	$0	$0	$47,931	$0
	Subtotal - Miscellaneous Income	**$5,651**	**$0**	**$95,046**	**$47,931**	**$0**
	Total - Sanitation Equipment Reserve Fund	**$896,581**	**$984,120**	**$955,952**	**$1,002,331**	**$1,000,293**
Sports Complex Fund						
	Charges for Service					
	Sports Complex Program Revenue	$143,827	$147,978	$172,718	$160,000	$100,000
	Recycling Program Revenue	$0	$114	$7,812	$0	$0
	In Kind Revenues	$68,718	$63,282	$25,000	$0	$0
	Ticket Sales-Spring Trg	$415,165	$509,862	$531,833	$590,000	$605,000
	Ticket Sales-Premium	$30,000	$0	$0	$0	$0
	Ticket Sales- Facility Surchg	$158,361	$159,197	$162,829	$190,000	$190,000
	Ticket Sales- Non Gen Admiss Surchg	$0	$0	$0	$55,000	$55,000
	Ticket.com Annual Fee	$10,000	$10,000	$10,000	$10,000	$10,000
	Ticket.com Convenience Fee	$49,415	$9,894	$7,126	$10,000	$10,000
	Program Sales	$10,470	$10,916	$9,804	$12,000	$12,000
	Adv Sales-BB Std/Sp Trng	$330,266	$310,711	$283,647	$300,000	$300,000
	Adv Sales-BB Std-Non Sp Trn	$8,150	$8,272	$3,850	$10,000	$10,000
	Interdepartmental Svc Chg	$33,690	$30,548	$76,342	$91,888	$91,887
	Subtotal - Charges for Service	**$1,258,061**	**$1,260,774**	**$1,290,961**	**$1,428,888**	**$1,383,887**
	Interest Income					
	Interest Income	$10,550	$5,773	$2,587	$9,100	$4,000
	Miscellaneous Income					
	Reimb Revenue-General	$0	$0	$0	$590	$0
	Other Revenue	$2,750	($1,250)	$0	$0	$0
	Subtotal - Miscellaneous Income	**$2,750**	**($1,250)**	**$0**	**$590**	**$0**
	Rents					
	General Rent Revenue	$52,342	$43,630	$45,341	$60,000	$55,000
	Genl Rent Rev-Sp Cmplx	$56,589	$75,329	$46,733	$40,000	$40,000
	Rent Revenue - Chili Davis	$7,202	$32,258	$35,191	$0	$30,000
	Rent Rev-Fields	$176,581	$178,992	$208,349	$185,000	$245,000
	Rent Rev-Fld/Clh/Padres	$54,258	$4,692	$90,000	$90,000	$90,000
	Rent Rev-Fld/Clh/Mariners	$89,326	$13,685	$104,174	$90,000	$90,000
	Rent Rev-Stadium	$69,189	$70,287	$149,337	$80,000	$115,000

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Rent Rev-Novelties/Sp Tr	$131,648	$151,307	$165,223	$150,000	$150,000
	Rent Rev/Stad Concssn/Sp Tr	$567,065	$580,898	$595,390	$650,000	$610,000
	Rent Rev/Stad Conc/Non Sp Tr	$62,155	$58,199	$94,727	$80,000	$50,000
	Rent Rev-Parking/Sp Tr	$217,987	$225,018	$222,545	$235,000	$240,000
	Subtotal - Rents	**$1,484,343**	**$1,434,295**	**$1,757,010**	**$1,660,000**	**$1,715,000**
	Revenues					
	Ticket Sales- Facility Surchg	$0	$0	$0	$0	($20,000)
	Ticket Sales- Non Gen Admiss Surchg	$0	$53,506	$108,791	$12,421	$0
	Interest Income	$0	$32	$167	$300	$0
	Reimb Revenue-General	$0	$0	$22,911	$0	$0
	Subtotal - Revenues	**$0**	**$53,538**	**$131,869**	**$12,721**	**($20,000)**
	Total - Sports Complex Fund	**$2,755,704**	**$2,753,130**	**$3,182,427**	**$3,111,299**	**$3,082,887**
Streets Fund						
	Taxes					
	Sales Tax-Utilities	$3,287,657	$3,338,510	$3,358,906	$3,300,000	$3,345,118
	Sales Tax Recoveries	$0	$0	($2,872)	$0	$0
	Subtotal - Taxes	**$3,287,657**	**$3,338,510**	**$3,356,034**	**$3,300,000**	**$3,345,118**
	Charges for Service					
	Reimb for O/S Inspec O/T	$359	$181	$0	$0	$0
	Recycling Program Revenue	$0	$1,021	$1,951	$0	$0
	Street Sign Revenue	$31,324	$49,749	$31,710	$30,000	$30,000
	Street Mnt Fees-Solid Waste	$0	$7,123	$185,476	$47,559	$0
	Street Cut Surcharge	$2,500	$2,245	$17,435	$2,000	$2,000
	Fog Seal Revenues	$3,833	$30,228	$42,260	$20,000	$5,000
	Fees for General Services	$1	($1)	$0	$0	$0
	Allocated Interdept Svc Chrgs	$295,000	$295,000	$295,000	$295,000	$295,000
	CIP Engineering Charges	$91,485	$72,270	$49,174	$60,000	$60,000
	Subtotal - Charges for Service	**$424,502**	**$457,816**	**$623,006**	**$454,559**	**$392,000**
	Interest Income					
	Interest Income	$54,155	$47,738	$46,110	$50,000	$50,000
	Intergovernmental Revenue					
	Highway User Revenue	$7,714,173	$8,435,926	$8,691,989	$9,000,000	$9,090,000
	Miscellaneous Income					
	Reimb Revenue-General	$0	$65,056	$98	$187,908	$0
	Total - Streets Fund	**$11,480,488**	**$12,345,046**	**$12,717,237**	**$12,992,467**	**$12,877,118**
Transit Fund						
	Charges for Service					
	Transit Collections	$26,799	$25,748	$28,167	$23,000	$25,000
	Fees for General Services	$0	($4)	$0	$0	$0
	Advertising-Bus Shelters	$15,903	$17,572	$17,613	$8,500	$8,000
	Subtotal - Charges for Service	**$42,702**	**$43,316**	**$45,780**	**$31,500**	**$33,000**
	Interest Income					
	Interest Income	$2,520	$3,117	$3,226	$4,000	$4,000

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Intergovernmental Revenue					
	Grant Revenue	$100,722	$610,091	$637,281	$454,556	$250,000
	Grant Revenue - Federal	$21,357	$142,571	$55,474	$0	$0
	Subtotal - Intergovernmental Revenue	**$122,079**	**$752,662**	**$692,755**	**$454,556**	**$250,000**
	Miscellaneous Income					
	Reimb Revenue-General	$32,502	$62,775	$72,336	$5,000	$20,000
	Reimbursement-Jury Duty	$0	$40	$0	$0	$0
	Subtotal - Miscellaneous Income	**$32,502**	**$62,815**	**$72,336**	**$5,000**	**$20,000**
	Revenues					
	Grant Revenue - Federal	$0	$0	$0	$0	$143,000
	Total - Transit Fund	**$199,803**	**$861,910**	**$814,097**	**$495,056**	**$450,000**
Wastewater Fund						
	Charges for Service					
	Utility Late Fee Charges	$78,628	$88,670	$79,410	$75,000	$75,000
	Wastewater Fees	$15,648,747	$17,479,461	$17,439,798	$18,200,000	$18,600,000
	EPA Mandate Fee	$847,522	$855,073	$865,894	$875,000	$885,000
	Interdepartmental Svc Chg	$45,277	$43,759	$91,869	$83,309	$85,886
	Allocated Interdept Svc Chrgs	$1,573,434	$1,248,773	$895,390	$879,522	$746,208
	Subtotal - Charges for Service	**$18,193,608**	**$19,715,736**	**$19,372,361**	**$20,112,831**	**$20,392,094**
	Interest Income					
	Interest Income	$41,447	$34,687	$35,726	$41,400	$42,400
	Intergovernmental Revenue					
	Grant Revenue	$0	$0	$35,000	$0	$0
	Miscellaneous Income					
	Reimb Revenue-General	$49,213	$36,720	$35,466	$35,000	$30,000
	Auction Proceeds	$0	$0	$0	$38,065	$0
	Subtotal - Miscellaneous Income	**$49,213**	**$36,720**	**$35,466**	**$73,065**	**$30,000**
	Revenues					
	Recycling Program Revenue	$0	$0	$31	$0	$0
	Bond Proceeds					
	Bond Proceeds -	$550,859	$0	$0	$0	$0
	Proceeds of Refunding Bonds	$6,187,824	$0	$0	$0	$0
	Subtotal - Bond Proceeds	**$6,738,683**	**$0**	**$0**	**$0**	**$0**
	Total - Wastewater Fund	**$25,022,950**	**$19,787,143**	**$19,478,584**	**$20,227,296**	**$20,464,494**
Water Fund						
	Charges for Service					
	Non-Potable Water Fees	$247,738	$216,576	$229,484	$190,000	$200,000
	Reclaimed Water Fees	$515,769	$638,808	$784,608	$630,000	$655,000
	Water Fees	$30,905,506	$31,783,159	$32,982,603	$33,220,000	$35,250,000
	Utility Late Fee Charges	$110,731	$108,106	$102,170	$85,000	$85,000
	New Service Fee-Water	$314,564	$296,902	$290,857	$265,000	$450,000
	Water Meter Charges	$208,000	$243,994	$319,214	$240,000	$300,000
	Disconnect/Reconnect Fees	$338,216	$299,492	$291,794	$265,000	$270,000
	Damaged Property Fees	$12,705	$17,667	$15,127	$10,000	$10,000

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Utility Delinquent Letter Fee	$47,639	$46,493	$48,613	$50,000	$50,000
	Utilities Tampering Fees	$9,920	$8,215	$8,885	$6,000	$6,000
	Field Trip Svc Fee-Utilities	$6,570	$10,168	$11,208	$9,500	$10,000
	ADWR Water Resource Fee	$203,254	($36)	($1)	($1)	$0
	Quintero WTP Fees	$969,404	$256,800	$256,800	$405,000	$256,800
	Recycling Program Revenue	$1,565	$128,131	$98,402	$45,000	$45,000
	Fees for General Services	$7,461	$6,782	$7,705	$5,000	$5,000
	Lien Filing Fees	$312	$276	$702	$100	$100
	Interdepartmental Svc Chg	$53,568	$49,145	$88,608	$78,630	$86,414
	Allocated Interdept Svc Chrgs	$17,670	$12,235	$12,235	$12,235	$12,235
	Subtotal - Charges for Service	**$33,970,592**	**$34,122,913**	**$35,549,014**	**$35,516,464**	**$37,691,549**
	Interest Income					
	Interest Income	$130,814	$120,958	$119,967	$125,000	$125,500
	Miscellaneous Income					
	Reimb Revenue-General	$0	$147	$126,060	$0	$0
	Reimbursement-Jury Duty	$60	$0	$0	$0	$0
	Gain on Disposal of F/A	$0	$0	$6,225	$0	$0
	Auction Proceeds	$3,225	$0	$0	$0	$0
	Other Revenue	$0	$33,336	$0	$0	$0
	Subtotal - Miscellaneous Income	**$3,285**	**$33,483**	**$132,285**	**$0**	**$0**
	Bond Proceeds					
	Bond Proceeds -	$1,521,597	$0	$0	$0	$0
	Proceeds of Refunding Bonds	$17,092,176	$0	$0	$0	$0
	Subtotal - Bond Proceeds	**$18,613,773**	**$0**	**$0**	**$0**	**$0**
	Total - Water Fund	**$52,718,465**	**$34,277,354**	**$35,801,266**	**$35,641,464**	**$37,817,049**
Impact Fees Fund						
	Charges for Service					
	Neighborhood Park Dev Fees	$774,396	($330,498)	$14	$0	$0
	Citywide Park/Rec Fac Dev Fee	$576,241	($334,527)	$64	$0	$0
	Open Space Dev Fee	$31,784	($137)	$137	$0	$0
	River Corridors/Trails Dev Fee	$46,021	($195)	$195	$0	$0
	Library Dev Fees	$141,803	($58,177)	$68	$0	$0
	Law Enforcement Dev Fees	$356,889	($189,951)	$0	$0	$0
	Fire & Emergency Dev Fees	$513,569	($206,284)	$59	$0	$0
	Streets Dev Fee	$4,342,378	($430,840)	$0	$0	$0
	Intersection Dev Fee	$256,963	($65,237)	$0	$0	$0
	General Government Dev Fee	$184,668	($567)	$567	$0	$0
	Water Expansion Fees	$1,605,063	($885,532)	($3,269)	$0	$0
	Water Resource Project Fee	$388,535	($189,568)	$416	$0	$0
	Wastewater Expansion Fees	$973,211	($255,667)	$0	$0	$0
	Solid Waste Dev Fees	$70,734	$0	$0	$0	$0
	Subtotal - Charges for Service	**$10,262,256**	**($2,947,180)**	**($1,749)**	**$0**	**$0**
	Charges for Services					
	Neighborhood Park Dev Fees	$0	$0	$0	$445,000	$475,000
	Law Enforcement Dev Fees	$0	$0	$0	$500,000	$500,000
	Fire & Emergency Dev Fees	$0	$0	$0	$375,000	$375,000
	Streets Dev Fee	$0	$0	$0	$2,250,000	$3,078,950
	Water Expansion Fees	$0	$0	$0	$1,750,000	$3,435,000
	Water Resource Project Fee	$0	$0	$0	$575,000	$1,100,000

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Wastewater Expansion Fees	$0	$0	$0	$646,000	$845,000
	Subtotal - Charges for Services	**$0**	**$0**	**$0**	**$6,541,000**	**$9,808,950**
	Interest Income					
	Interest Income	$236,884	$199,779	$130,660	$123,369	$115,345
	Revenues					
	Neighborhood Park Dev Fees	$0	$1,398,838	$1,339,258	$109,166	$0
	Citywide Park/Rec Fac Dev Fee	$0	$1,110,917	$984,530	$81,928	$0
	Library Dev Fees	$0	$234,714	$190,762	$13,000	$0
	Law Enforcement Dev Fees	$0	$638,497	$510,073	$38,823	$0
	Fire & Emergency Dev Fees	$0	$828,619	$591,506	$49,847	$0
	Streets Dev Fee	$0	$5,962,482	$3,709,179	$266,360	$0
	Intersection Dev Fee	$0	$358,471	$264,948	$18,914	$0
	Water Expansion Fees	$0	$2,547,338	$2,486,709	$126,300	$0
	Water Resource Project Fee	$0	$636,621	$558,285	$31,500	$0
	Wastewater Expansion Fees	$0	$1,352,431	$1,269,012	$100,000	$0
	Interest Income	$0	$11,546	$51,744	$58,181	$20,325
	Reimb Revenue-General	$0	$0	$219,937	$0	$0
	Subtotal - Revenues	**$0**	**$15,080,474**	**$12,175,943**	**$894,019**	**$20,325**
	Total - Impact Fees Fund	**$10,499,140**	**$12,333,073**	**$12,304,854**	**$7,558,388**	**$9,944,620**
Improvement District Fund						
	Assessment Revenue					
	Assessment Principal	$1,345,622	$0	$0	$340,000	$355,000
	Assessment Interest	$266,292	$182,323	$214,201	$135,788	$121,338
	Assessment Penalties	$11,829	$3,625	$5,919	$0	$0
	Assessment Admin Charges	($777)	$0	$25	$500	$400
	Subtotal - Assessment Revenue	**$1,622,966**	**$185,948**	**$220,145**	**$476,288**	**$476,738**
	Interest Income					
	Interest Income	$1,325	$1,017	$1,072	$1,500	$1,500
	Total - Improvement District Fund	**$1,624,291**	**$186,965**	**$221,217**	**$477,788**	**$478,238**
Insurance Reserve Fund						
	Charges for Service					
	Employee Health Ins Contrib	$2,076,178	$2,371,824	$2,489,731	$2,509,019	$2,545,044
	COBRA Health Ins Contrib	$264,184	$165,188	$183,735	$171,716	$180,000
	Employee Dental Ins Contrib	$0	$0	$9,926	$340,171	$340,000
	Interdepartmental Svc Chg	$2,617,820	$2,467,923	$2,583,129	$2,584,029	$2,378,404
	Employer Dental Ins Contrib	$0	$0	$0	$0	$151,440
	Employer Health Ins Contrib	$10,827,210	$11,647,823	$12,124,154	$12,433,851	$12,473,243
	Employer Dental Ins Contrib	$0	$0	$15,692	$535,836	$535,000
	Employer Workers Comp Contrib	$949,498	$1,100,005	$1,297,719	$1,382,160	$1,453,415
	Subtotal - Charges for Service	**$16,734,890**	**$17,752,763**	**$18,704,086**	**$19,956,782**	**$20,056,546**
	Interest Income					
	Interest Income	$56,365	$54,688	$47,993	$46,700	$50,000
	Miscellaneous Income					
	Reimb Revenue-General	$7,475	$0	$156,939	$179,883	$23,000
	Reimbursement-Jury Duty	$40	$0	$0	$0	$0

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
	Reimb-Damage to City Prop.	$166,385	$122,205	$177,766	$114,817	$0
	Reimbursement-Claims	$10,599	$62,481	($27,617)	$15,073	$0
	Other Revenue	$3,509	$0	$0	$0	$0
	Subtotal - Miscellaneous Income	**$188,008**	**$184,686**	**$307,088**	**$309,773**	**$23,000**
	Revenues					
	Reimb from Workers Comp	$0	$10,052	$5,015	$3,813	$5,000
	Reimbursement-Claims	$0	$306	$62	$77	$0
	Subtotal - Revenues	**$0**	**$10,358**	**$5,077**	**$3,890**	**$5,000**
	Total - Insurance Reserve Fund	**$16,979,263**	**$18,002,495**	**$19,064,244**	**$20,317,145**	**$20,134,546**
Housing Fund						
	Interest Income					
	Interest Income	$96	$73	$0	$0	$0
	Intergovernmental Revenue					
	HUD Operating Subsidy - CY	$140,461	$67,915	$0	$0	$0
	Miscellaneous Income					
	Other Revenue	$0	$5,034	$0	$0	$0
	Rents					
	Housing Rent	$0	$95,131	$0	$0	$0
	Total - Housing Fund	**$140,557**	**$168,153**	**$0**	**$0**	**$0**
Grant Fund						
		$0	$0	$112,000	$0	$0
	Interest Income					
	Interest Income	$1,666	$3,314	$802	$463	$200
	Intergovernmental Revenue					
	Intergovtl Participation	$0	$0	$0	$0	$3,000,000
	Grant Revenue	$1,098,095	$285,968	$406,436	$734,715	$595,067
	Grant Revenue - Federal	$1,736,813	$2,635,783	$2,545,222	$1,831,677	$1,683,789
	Seizure Revenue	$171,892	$401,396	$255,867	$369,009	$549,580
	Subtotal - Intergovernmental Revenue	**$3,006,800**	**$3,323,147**	**$3,207,525**	**$2,935,401**	**$5,828,436**
	Miscellaneous Income					
	Reimb Revenue-General	$90,408	$113,247	$120,000	$0	$0
	Revenues					
	Grant Revenue	$0	$0	$0	$0	$75,000
	Grant Revenue - Federal	$0	$20,441	$30,681	$17,935	$0
	Program Income Federal Grants	$0	$130,463	$85,955	$272,934	$430,353
	Interest Income	$0	$0	$0	$200	$100
	NSP3 Grant Program Revenue	$0	$0	$0	$5,000	$0
	Subtotal - Revenues	**$0**	**$150,904**	**$116,636**	**$296,069**	**$505,453**
	Total - Grant Fund	**$3,098,874**	**$3,590,612**	**$3,556,963**	**$3,231,933**	**$6,334,089**

Schedule 2 - All Funds Revenue

Fund Category	Account Description	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimate	FY 2016 Budget
Other Fund						
Taxes						
	Street Light ID Tax	$484,321	$510,012	$579,808	$576,589	$685,522
	Maintenance ID Tax	$162,480	$137,663	$142,675	$142,849	$129,624
	Subtotal - Taxes	**$646,801**	**$647,675**	**$722,483**	**$719,438**	**$815,146**
Charges for Service						
	CFD Appl/Process Fee	($25,000)	$0	$50,000	$25,000	$0
	Utility Late Fee Charges	$1,544	$1,459	$1,191	$1,500	$1,500
	Storm Water Fee	$802,943	$815,019	$830,247	$845,000	$855,000
	Interdepartmental Svc Chg	$304,357	$556,405	$575,997	$600,000	$556,392
	Subtotal - Charges for Service	**$1,083,844**	**$1,372,883**	**$1,457,435**	**$1,471,500**	**$1,412,892**
Fines & Forfeitures						
	JCEF Revenue	$30,032	$24,824	$24,850	$15,000	$10,000
	Court Enhancement Fee	$205,583	$173,727	$170,298	$140,000	$150,000
	Subtotal - Fines & Forfeitures	**$235,615**	**$198,551**	**$195,148**	**$155,000**	**$160,000**
Interest Income						
	Interest Income	$200,847	$168,769	$104,249	$99,103	$99,220
Intergovernmental Revenue						
	State Ins Dept Rebate	$621	$612	$623	$30,300	$30,600
	Muni Court Allocation (FTG)	$18,928	$17,709	$17,363	$7,700	$5,000
	Subtotal - Intergovernmental Revenue	**$19,549**	**$18,321**	**$17,986**	**$38,000**	**$35,600**
Miscellaneous Income						
	Reimb Revenue-General	$10,335,683	$2,327,394	$1,968,385	$4,615,795	$5,613,621
	Contributions - General	$2,392	$0	$1,815	$5,121	$3,845
	Contributions-Fire	$0	$0	$25	$0	$0
	Contributions-Comm. Svcs.	$0	$0	$56,123	$0	$0
	Contributions-Library	$2,000	$0	$0	$0	$0
	Commissions	$2,222	$1,706	$1,235	$617	$0
	Other Revenue	$4,087	$11,074	$10,108	$4,152	$0
	Subtotal - Miscellaneous Income	**$10,346,384**	**$2,340,174**	**$2,037,691**	**$4,625,685**	**$5,617,466**
Revenues						
	Reimb Revenue-General	$0	$2,836,313	$0	$0	$0
	Other Revenue	$0	$2,571	$0	$0	$0
	Subtotal - Revenues	**$0**	**$2,838,884**	**$0**	**$0**	**$0**
	Total - Other Fund	**$12,533,040**	**$7,585,257**	**$4,534,992**	**$7,108,726**	**$8,140,324**
	Total - All Funds Revenue	**$339,115,686**	**$327,734,874**	**$300,596,043**	**$306,444,435**	**$378,556,234**

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
General & Other							
General Fund							
	City Attorney						
	Civil	$2,003,812	$2,184,672	$2,128,292	$2,198,928	$2,310,928	$2,112,934
	Victims' Assistance Prg	$210,575	$232,582	$227,945	$234,700	$234,700	$244,687
	Criminal	$753,426	$781,337	$742,173	$830,752	$828,397	$847,220
	Sub-total:	**$2,967,812**	**$3,198,592**	**$3,098,410**	**$3,264,380**	**$3,374,025**	**$3,204,841**
	City Clerk						
	City Clerk	$830,163	$776,394	$752,077	$971,151	$971,151	$905,386
	Sub-total:	**$830,163**	**$776,394**	**$752,077**	**$971,151**	**$971,151**	**$905,386**
	Community Services						
	Arts Commission	$193,754	$213,659	$217,107	$113,082	$113,082	$118,629
	Community Services Administration	$555,655	$1,202,239	$1,309,736	$1,325,157	$1,325,157	$1,429,324
	Swimming Pools	$994,951	$1,076,724	$1,207,950	$1,179,547	$1,186,364	$1,007,019
	Am/Pm Program	$1,643,132	$1,420,558	$1,422,587	$1,495,147	$1,586,151	$1,616,612
	Little Learners Program	$328,335	$366,428	$373,739	$432,563	$435,537	$390,378
	Summer Recreation Program	$293,774	$337,475	$365,468	$422,232	$423,517	$410,751
	Summer Camp Program	$760,648	$564,713	$654,835	$706,572	$705,287	$734,575
	Outdoor Recreation Program	$0	$34,413	$26,308	$44,815	$44,510	$45,610
	Special Interest Classes - Youth	$319,872	$198,640	$245,667	$215,481	$211,524	$217,430
	Special Interest Classes - Adult	$0	$54,862	$36,600	$40,024	$38,237	$39,815
	Sports Programs - Youth	$848,263	$534,675	$504,320	$569,631	$564,246	$588,189
	Sports Programs - Adult	$0	$324,699	$337,879	$468,549	$462,046	$529,971
	Active Adult Program	$190,779	$200,152	$203,371	$217,904	$218,467	$211,152
	Adaptive Recreation Program	$162,188	$169,322	$175,231	$175,796	$176,101	$147,380
	Special Events Program	$480,418	$540,332	$761,988	$895,055	$924,055	$1,063,886
	Teen Program	$293,062	$286,977	$299,528	$338,793	$338,494	$372,911
	Community Center	$508,074	$616,482	$682,968	$781,294	$780,731	$908,343
	Rio Vista Community Park	$829,814	$869,221	$842,694	$1,042,787	$1,042,787	$962,565
	Rio Vista Rec Center	$1,293,563	$1,432,311	$1,448,222	$1,433,683	$1,433,982	$1,397,294
	Pioneer Community Park	$0	$0	$589,600	$950,236	$950,236	$972,458
	Main Library	$2,349,744	$2,495,726	$2,625,995	$2,614,614	$2,618,902	$2,705,398
	Branch Library	$1,506,518	$1,610,906	$1,642,601	$1,666,723	$1,660,838	$1,745,266
	Parks North	$1,614,940	$1,639,365	$1,989,500	$1,975,401	$2,054,901	$1,928,413
	Parks South	$1,648,241	$1,853,167	$1,821,476	$1,861,079	$2,076,959	$1,762,950
	Contracted Landscape Maintenance	$1,154,423	$1,222,469	$1,344,615	$1,345,126	$1,432,630	$1,450,839
	Sub-total:	**$17,970,146**	**$19,265,515**	**$21,129,985**	**$22,311,291**	**$22,804,741**	**$22,757,158**
	Development and Engineering						
	Building Development	$1,425,446	$1,633,466	$1,583,462	$1,717,869	$1,920,364	$1,886,047
	Engineering Admin	$616,015	$562,881	$655,088	$706,500	$705,608	$784,571
	Site Development	$769,527	$810,130	$936,202	$1,124,682	$1,232,432	$1,174,754
	Engineering Services	$1,222,024	$1,270,140	$1,248,183	$1,332,908	$1,330,608	$1,383,973
	Architectural Services	$704,975	$697,571	$707,068	$657,765	$655,375	$673,992
	Eng Inspection Svc	$841,820	$900,817	$947,882	$1,085,472	$1,029,190	$1,123,894
	Sub-total:	**$5,579,806**	**$5,875,004**	**$6,077,885**	**$6,625,196**	**$6,873,577**	**$7,027,231**
	Economic Development Services						
	Economic Development Services Ad	$401,877	$360,238	$343,716	$419,510	$419,510	$516,734
	Business and Real Estate Developme	$601,930	$805,321	$730,523	$1,154,292	$1,299,223	$1,103,613
	Sub-total:	**$1,003,807**	**$1,165,559**	**$1,074,239**	**$1,573,802**	**$1,718,733**	**$1,620,347**
	Finance and Budget						

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Finance and Budget						
	Finance Admin	$294,767	$311,572	$326,874	$500,711	$500,711	$513,070
	Financial Services	$1,407,872	$1,354,387	$1,243,902	$1,832,958	$1,915,492	$1,878,080
	Tax Audit & Collections	$1,101,407	$1,018,276	$1,006,189	$1,104,105	$876,657	$1,348,728
	Management and Budget	$856,068	$923,576	$848,083	$707,369	$707,369	$710,935
	Materials Management	$582,690	$616,833	$694,577	$674,121	$674,121	$699,748
	Treasury Management	$339,244	$347,071	$279,275	$0	$0	$0
	Inventory Control	$386,831	$399,576	$368,923	$395,458	$395,458	$418,565
	Sub-total:	**$4,968,880**	**$4,971,290**	**$4,767,823**	**$5,214,722**	**$5,069,808**	**$5,569,126**
	Finance Utilities						
	Customer Service	$1,602,919	$1,696,537	$1,744,026	$1,803,921	$2,763,767	$2,770,305
	Revenue Administration	$403,659	$556,690	$662,607	$840,921	$765,292	$596,636
	Meter Services	$2,286,615	$1,528,451	$1,540,044	$1,611,098	$1,611,098	$1,661,121
	Utility Billing	$727,634	$736,319	$735,044	$744,668	$0	$0
	Sub-total:	**$5,020,828**	**$4,517,997**	**$4,681,721**	**$5,000,608**	**$5,140,157**	**$5,028,062**
	Fire-Medical						
	Fire Admin	$479,222	$394,190	$454,850	$518,416	$518,416	$535,231
	Fire Prevention	$1,013,685	$936,369	$1,120,981	$1,156,903	$1,156,903	$1,302,042
	Fire Support Services	$769,304	$774,014	$678,349	$718,258	$718,258	$927,432
	Emergency Medical Services	$481,366	$577,540	$681,885	$755,420	$788,794	$893,653
	Fire Training	$436,982	$488,114	$490,072	$702,815	$690,815	$595,645
	Emergency Management	$253,622	$199,380	$210,175	$216,586	$216,586	$199,880
	Fire Operations	$17,119,391	$17,618,547	$18,968,213	$19,888,863	$19,888,863	$22,454,471
	Sub-total:	**$20,553,572**	**$20,988,155**	**$22,604,525**	**$23,957,261**	**$23,978,635**	**$26,908,354**
	Human Resources						
	Human Resources	$2,282,358	$2,374,451	$2,094,227	$2,128,388	$2,094,796	$2,343,168
	Training	$0	$0	$246,697	$386,400	$432,613	$373,733
	Sub-total:	**$2,282,358**	**$2,374,451**	**$2,340,924**	**$2,514,788**	**$2,527,409**	**$2,716,901**
	Leadership and Management						
	City Manager's Office	$1,105,129	$1,250,213	$1,234,686	$1,293,860	$1,284,201	$1,926,777
	Governmental Affairs	$1,136,802	$1,138,447	$1,197,038	$1,216,270	$1,231,270	$545,515
	Office of Sustainability	$0	$0	$0	$0	$0	$182,065
	Sub-total:	**$2,241,931**	**$2,388,659**	**$2,431,724**	**$2,510,130**	**$2,515,471**	**$2,654,357**
	Mayor and Council						
	Mayor & City Council	$586,004	$601,700	$607,104	$705,276	$705,276	$663,050
	Sub-total:	**$586,004**	**$601,700**	**$607,104**	**$705,276**	**$705,276**	**$663,050**
	Municipal Court						
	Municipal Court	$1,729,263	$1,788,145	$1,769,809	$1,870,388	$1,850,261	$1,944,394
	Sub-total:	**$1,729,263**	**$1,788,145**	**$1,769,809**	**$1,870,388**	**$1,850,261**	**$1,944,394**
	Non-Departmental						
	Non-Departmental	$1,247,463	$1,329,419	$1,287,478	$1,778,614	$1,944,263	$3,918,851
	Gen Fund Capital Projects	$3,864,334	$3,232,796	$1,343,860	$1,807,959	$2,057,572	$3,688,008
	Sub-total:	**$5,111,797**	**$4,562,215**	**$2,631,338**	**$3,586,573**	**$4,001,835**	**$7,606,859**
	Office of Communications						
	Public Information Office	$708,662	$833,286	$881,179	$950,825	$948,325	$1,147,510
	Peoria Channel 11	$398,800	$327,666	$357,565	$499,183	$491,168	$357,529
	Sub-total:	**$1,107,461**	**$1,160,952**	**$1,238,744**	**$1,450,008**	**$1,439,493**	**$1,505,039**
	Planning and Community Development						
	Neighborhood Coordination	$481,723	$535,979	$784,154	$856,558	$854,920	$922,377
	Community Dev Administration	$221,439	$261,193	$324,311	$431,602	$441,450	$474,397
	Planning	$731,887	$900,247	$975,077	$1,254,017	$1,027,057	$1,454,907

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Planning and Community Development						
	Systems Planning	$315,160	$0	$0	$0	$0	$0
	Sub-total:	**$1,750,208**	**$1,697,419**	**$2,083,542**	**$2,542,177**	**$2,323,427**	**$2,851,681**
	Police						
	Neighborhood Services	$1,642,524	$1,846,715	$1,792,672	$1,944,368	$1,960,528	$1,933,603
	Police Administration	$1,530,461	$1,869,367	$1,769,988	$2,168,817	$2,113,520	$2,281,556
	Criminal Investigation	$3,579,870	$3,415,024	$3,373,306	$3,696,502	$3,765,906	$3,780,122
	Patrol Services - South	$10,635,342	$10,474,687	$10,357,059	$11,910,787	$11,874,002	$12,627,922
	Patrol Services - North	$6,168,419	$6,809,378	$7,167,010	$7,723,063	$7,748,915	$7,884,854
	Operations Support	$3,447,160	$4,496,318	$4,728,973	$4,571,827	$4,606,324	$4,800,215
	Pd Technical Support	$3,002,118	$2,961,646	$3,083,938	$3,420,965	$3,528,918	$3,690,294
	Staff Services	$983,210	$1,137,881	$1,197,650	$1,267,267	$1,238,745	$1,309,877
	Pd Communications	$2,671,771	$2,863,165	$2,788,151	$3,010,552	$3,114,036	$3,038,681
	Strategic Planning	$990,172	$535,198	$608,898	$509,068	$531,559	$579,570
	Sub-total:	**$34,651,046**	**$36,409,378**	**$36,867,645**	**$40,223,216**	**$40,482,453**	**$41,926,694**
	Public Works						
	Public Works Administration	$529,604	$564,412	$575,629	$673,750	$673,750	$691,272
	Sub-total:	**$529,604**	**$564,412**	**$575,629**	**$673,750**	**$673,750**	**$691,272**
	General Fund Total:	$108,884,686	$112,305,839	$114,733,124	$124,994,717	$126,450,202	$135,580,752
	Half Cent Sales Tax Fund						
	Non-Departmental						
	Half Cent Sales Tax	$3,809,560	$2,880,380	$4,412,828	$3,172,599	$4,027,886	$3,396,117
	Half Cent Sales Tax Fund Total:	$3,809,560	$2,880,380	$4,412,828	$3,172,599	$4,027,886	$3,396,117
	Other Reserve Funds						
	Economic Development Services						
	Economic Development	$1,370	$1,041,758	$1,107,016	$2,875,000	$1,025,968	$6,739,452
	Non-Departmental						
	Muni Off Complex Reserve	$199,380	$386,602	$1,388	$330,750	$330,750	$150,000
	Other Reserve Funds Total:	$200,750	$1,428,360	$1,108,404	$3,205,750	$1,356,718	$6,889,452
	General & Other Total:	**$112,894,996**	**$116,614,578**	**$120,254,356**	**$131,373,066**	**$131,834,806**	**$145,866,321**
Special Revenue Funds							
	Attorney Grants						
	City Attorney						
	St Anti-Racketeering-Cao	$21,358	$35,544	$698	$17,688	$17,688	$24,268
	Police						
	Victims' Rights Imp Grant	$1,400	$1,340	$10,101	$0	$47	$0
	Attorney Grants Total:	$22,758	$36,884	$10,799	$17,688	$17,735	$24,268
	Community Service Grants						
	Community Services						
	Adult Day Prg Grant	$377,127	$405,197	$506,855	$516,872	$518,582	$475,414
	Library Svc & Technology Grant	$8,180	$31,987	$11,883	$0	$16,705	$0

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Community Services						
	Citizen Donations-Cs	$3,377	$10,359	$0	$3,845	$3,845	$3,845
	Teen Council	$582	$2,843	$0	$0	$0	$0
	Community Service Grants Total:	$389,266	$450,387	$518,738	$520,717	$539,132	$479,259
Development Fee Funds							
	Non-Departmental						
	Streets Dev Zone 1	$227,354	$356,832	$75,901	$1,323,404	$2,245,784	$0
	Streets Dev Zone 2	$1,714,236	$759,430	$0	$5,600	$0	$0
	Streets Zone 3 Dev Fee	$0	$0	$0	$2,410,013	$0	$0
	Intersection Dev Zone 2	$0	$0	$213,593	$0	$0	$0
	Intersection Zone 3 Dev Fee	$0	$0	$0	$2,794,025	$1,030,734	$3,600,000
	Street Impact Fees - Zone 2 - Post 1-	$0	$0	$1,468,600	$2,806,133	$245,342	$0
	Instersection Impact Fees - Zone 2 -	$0	$0	$481,393	$6,201	$0	$0
	Neighbrhd Park Dev Zone 1	$68,254	$268,025	$283,284	$861,336	$753,413	$0
	Neighbrhd Park Dev Zone 2	$0	$27,144	$18,688	$0	$882	$0
	Neighborhood Park Dev Zone 3	$1,088,048	$669,294	$5,780	$0	$0	$0
	Neighborhood Park Dev Zone 1 - Po	$0	$0	$0	$543,664	$0	$0
	Ctywd Park/Rec Fac Dev	$382,336	$4,619	$5,780	$0	$0	$0
	Citywide Park/Rec Facility Dev - Pos	$0	$0	$0	$500,000	$52,025	$450,000
	Open Space Dev	$262,102	$33,798	$33,375	$2,053,816	$0	$2,053,816
	River Corridors/Trails Dev	$18,313	$9,138	$249,652	$686,423	$229,402	$332,263
	Library Dev - Post 1-1-2012	$0	$0	$0	$1,560	$0	$0
	Law Enforcement Dev	$0	$32,152	$38,598	$7,918,426	$473,895	$7,462,474
	Law Enforcement Dev - Post 1-1-201	$0	$0	$0	$1,413,654	$870,909	$321,878
	Law Enforcement Dev - Post 8-1-201	$0	$0	$0	$1,737	$0	$718,000
	Fire & Emerg Svc Dev	$0	$4,242	$236,292	$0	$0	$0
	Fire & Emergency Svc Dev Post 1-1-	$0	$0	$0	$6,240	$0	$0
	Fire & Emergency Svc Dev Post 8-1-	$0	$0	$0	$37,530	$0	$0
	General Govt Dev	$10,884	$495	$0	$0	$0	$0
	Parks Zone 1 - Post 8-1-2014	$0	$0	$0	$19,400	$0	$0
	Development Fee Funds Total:	$3,771,527	$2,165,169	$3,110,936	$23,389,162	$5,902,386	$14,938,431
Home and Housing Grants							
	Planning and Community Development						
	Capital Fund Prog (Hud)	$115,015	$66,222	$0	$0	$0	$0
	Home Grant	$163,859	$489,551	$349,297	$361,808	$60,708	$331,959
	Home and Housing Grants Total:	$278,874	$555,773	$349,297	$361,808	$60,708	$331,959
Other Grants							
	Community Services						
	Percent For The Arts	$95,985	$168,209	$88,057	$1,498,010	$232,400	$887,500
	Prop 302 Grant Program	$39,617	$73,869	$81,814	$67,705	$78,492	$67,705
	Human Resources						
	Employee Event Fund	$272	$0	$3,000	$3,000	$3,000	$3,000
	Employee Wellness Prg	$2,672	$4,303	$30,237	$9,838	$9,838	$9,837

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Leadership and Management						
	Federal Dept of Energy Grant	$159,120	$66,491	$0	$0	$0	$0
	Mayor and Council						
	Citizen Donations-Mayoral	$1,366	$0	$1,274	$0	$0	$0
	Municipal Court						
	Jud Coll Enh Fund-Local	$164,256	$0	$0	$111,830	$90,830	$21,000
	Ftg Trust Fund (Court)	$0	$0	$0	$0	$8,209	$47,000
	Municipal Court Enhancement Fd	$264,413	$111,405	$305,797	$212,023	$212,023	$180,446
	Non-City Entity						
	Comm Facilities Districts	$0	$0	$13,852	$0	$36,148	$0
	Non-Departmental						
	Palo Verde Ruin GT	$7,965	$0	$0	$0	$0	$0
	Planning and Community Development						
	Comm Dev Block Grant	$506,657	$467,610	$896,159	$1,491,795	$723,826	$1,351,830
	Section 108 HUD Program	$0	$0	$112,000	$0	$207,000	$0
	Neighborhood Stabilization Grant III	$326,560	$613,045	$260,868	$465,653	$159,044	$526,609
	Public Works						
	BOR Water SMART R14AP00071	$0	$0	$0	$0	$295,000	$0
	Other Grants Total:	$1,568,884	$1,504,933	$1,793,058	$3,859,854	$2,055,810	$3,094,927
Public Housing							
	Planning and Community Development						
	Public Housing Project	$137,064	$67,915	$0	$0	$0	$0
	Public Housing Total:	$137,064	$67,915	$0	$0	$0	$0
Public Safety Grants							
	Fire-Medical						
	Fed Assist to Firefighters Grt	$35,520	$0	$0	$0	$0	$0
	Homeland Security Grant - MMRS	$103,518	$362,955	$312,613	$0	$571,233	$0
	Citizen Donations-Fire	$0	$0	$0	$4,900	$0	$2,000
	Police						
	Az Auto Theft Grant	$0	$0	$15,795	$0	$0	$0
	St Anti-Racketeering-Pd	$177,903	$355,707	$286,062	$351,780	$269,750	$514,580
	Federal Forfeiture	$0	$0	$2,500	$37,700	$33,613	$5,000
	COPS Universal Hiring Grant	$0	$0	$21,809	$0	$0	$0
	GITEM Grant	$78,889	$66,053	$86,837	$101,362	$104,966	$101,251
	School Resource Officer IGA	$90,000	$105,000	$100,000	$0	$0	$0
	Postal Inspection System Grant	$210	$814	$308	$0	$0	$0
	Victims Of Crime Act Grant	$42,946	$40,907	$50,056	$0	$62,572	$0
	Justice Assistance Grant	$72,900	$52,902	$11,192	$9,523	$39,826	$0
	Governor of Highway Safety Grants (	$157,450	$129,623	$194,322	$21,925	$297,284	$0
	Bulletproof Vest Partnership	$16,244	$7,322	$0	$10,000	$10,000	$0

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Police						
	Arizona Criminal Justice System Gran	$10,800	$10,187	$17,913	$0	$17,913	$0
	Federal DEA IGA	$14,400	$27,583	$17,202	$44,369	$44,661	$0
	Tohono O'Odham Grant	$207,136	$0	$60,000	$0	$0	$0
	Economic Recovery Grant - Public S	$16,854	$0	$0	$0	$0	$0
	Homeland Security CFDA#	$100,010	$33,556	$70,591	$0	$135,229	$0
	Citizen Donations-Pd	$1,192	$1,053	$444	$1,500	$1,500	$1,500
	Police Explorer Trust Fd	$1,055	$1,937	$1,214	$3,200	$1,900	$4,000
	Public Safety Grants Total:	$1,127,026	$1,195,599	$1,248,858	$586,259	$1,590,447	$628,331
	Streets						
	Development and Engineering						
	Traffic Engineering	$1,167,909	$1,134,790	$1,221,418	$1,242,822	$1,265,673	$1,244,702
	Public Works						
	Streets Admin	$1,030,873	$843,317	$826,960	$846,508	$846,508	$877,705
	Signs And Striping	$1,072,220	$1,152,272	$1,112,536	$1,137,262	$1,137,262	$1,120,931
	Traffic Signal Maintenance	$2,428,111	$2,497,237	$2,548,900	$2,767,870	$2,767,870	$2,839,116
	Street Maintenance	$2,619,719	$2,703,031	$2,831,564	$3,128,444	$3,128,444	$3,182,515
	Sweeper Operations	$622,983	$731,035	$765,545	$779,854	$779,854	$777,662
	Streets Oper Capital Projects	$3,912,170	$3,574,953	$2,968,617	$5,374,575	$5,094,444	$4,584,034
	Streets Total:	$12,853,986	$12,636,636	$12,275,540	$15,277,335	$15,020,055	$14,626,665
	Transit						
	Public Works						
	Transit Division	$901,629	$1,145,731	$1,000,223	$1,313,050	$1,313,050	$1,077,848
	Transit Total:	$901,629	$1,145,731	$1,000,223	$1,313,050	$1,313,050	$1,077,848
	Transportation Sales Tax Fund						
	Non-Departmental						
	Transportation Sales Tax	$5,427,320	$3,084,036	$3,131,785	$25,746,498	$8,952,071	$26,996,168
	Transportation Sales Tax Fund Total:	$5,427,320	$3,084,036	$3,131,785	$25,746,498	$8,952,071	$26,996,168
	Special Revenue Funds Total:	**$26,478,334**	**$22,843,062**	**$23,439,234**	**$71,072,371**	**$35,451,394**	**$62,197,856**
Enterprise Funds							
	Commercial Solid Waste						
	Public Works						
	Commercial Front Load	$2,209,522	$2,341,164	$2,429,771	$2,386,073	$2,386,073	$2,021,298
	Commercial Roll-Off	$0	$0	$0	$0	$0	$450,488
	Commercial Solid Waste Total:	$2,209,522	$2,341,164	$2,429,771	$2,386,073	$2,386,073	$2,471,786
	Residential Solid Waste						
	Public Works						
	Solid Waste Admin	$612,590	$567,046	$552,524	$950,031	$950,031	$678,517
	Residential Collection	$5,123,858	$5,241,073	$5,396,909	$5,695,091	$5,695,091	$6,347,725

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Public Works						
	Residential Recycling	$2,144,451	$2,247,872	$2,110,010	$2,352,072	$2,352,072	$2,529,753
	Solid Waste Environmental	$322,712	$351,295	$389,883	$363,844	$363,844	$398,460
	Residential Solid Waste Total:	$8,203,611	$8,407,286	$8,449,326	$9,361,038	$9,361,038	$9,954,455
Solid Waste Expansion							
	Public Works						
	Solid Waste Expansion	$5,297	$78,076	$93,536	$100,000	$100,000	$472,933
	Solid Waste Expansion Total:	$5,297	$78,076	$93,536	$100,000	$100,000	$472,933
Solid Waste Reserves							
	Public Works						
	Solid Waste Eqt Reserve	$877,985	$1,592,831	$2,467,934	$182,896	$393,334	$2,216,900
	Solid Waste Reserves Total:	$877,985	$1,592,831	$2,467,934	$182,896	$393,334	$2,216,900
Sports Complex Equipment Reserves							
	Community Services						
	Sports Complex Capital Reserve	$0	$443,057	$161,868	$0	$1,696,964	$0
	Sports Complex Improvement Reserv	$0	$1,069,207	$0	$345,170	$345,170	$0
	Sports Complex GA Surcharge	$0	$0	$0	$0	$142,287	$0
	Complex Eqt Reserve	$0	$367,676	$0	$0	$0	$125,518
Sports Complex Equipment Reserves Total:		$0	$1,879,940	$161,868	$345,170	$2,184,421	$125,518
Sports Complex Operations/Maintenance							
	Community Services						
	Complex Operations/Maint	$3,625,001	$3,898,507	$3,856,085	$4,010,007	$4,097,661	$3,991,387
	Spring Training	$615,023	$624,297	$623,009	$697,487	$697,487	$697,487
	Complex Debt Service	$166,233	$81	$0	$0	$0	$0
Sports Complex Operations/Maintenance Total:		$4,406,257	$4,522,885	$4,479,094	$4,707,494	$4,795,148	$4,688,874
Wastewater							
	Public Works						
	Beardsley Water Reclamation Facility	$1,737,084	$1,644,276	$1,694,664	$1,773,205	$1,773,205	$1,773,457
	Wastewater Collection/Prevention	$1,344,617	$1,498,283	$1,480,605	$1,788,590	$1,788,590	$1,988,335
	Wastewater Environmental	$753,564	$762,457	$856,454	$1,000,763	$1,000,763	$1,054,605
	Jomax Water Reclamation Facility	$1,160,391	$1,055,334	$1,248,309	$1,331,472	$1,331,472	$1,300,431
	Butler Water Reclamation Facility	$4,673,305	$4,702,613	$4,777,008	$4,992,718	$5,032,718	$4,956,567
	Ww Oper Capital Projects	$2,589,807	$3,780,869	$2,278,347	$5,542,170	$4,077,220	$6,027,256
	Ww Debt Service	$14,574,726	$8,004,477	$7,382,839	$7,316,629	$7,316,629	$7,370,803
	Wastewater Total:	$26,833,493	$21,448,309	$19,718,226	$23,745,547	$22,320,597	$24,471,454
Wastewater Expansion							
	Public Works						
	Wastewater Impact Fees - East of Ag	$0	$0	$0	$268,714	$303,656	$249,460
	Wastewater Impact Fees - West of Ag	$0	$0	$0	$0	$0	$1,751,206

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Public Works						
	Wastewater Impact Fees - Post 1-1-2	$0	$0	$0	$536,277	$19,250	$1,425,025
	Ww Expansion (Unz)	$24,390	$1,586,038	$690,888	$1,504,630	$411,772	$998,394
	Wastewater Expansion Total:	$24,390	$1,586,038	$690,888	$2,309,621	$734,678	$4,424,085
Wastewater Replacement & Reserves							
	Public Works						
	Ww Eqt Reserve	$24,545	$348,945	$46,883	$37,600	$37,600	$481,900
	Ww Reserve-Bonds	$0	$0	$0	$0	$0	$4,219
	Wastewater Replacement & Reserves Total:	$24,545	$348,945	$46,883	$37,600	$37,600	$486,119
Water							
	Public Works						
	Utilities-Water/Ww Admin	$1,270,399	$1,359,839	$1,399,916	$1,692,445	$1,742,445	$1,695,211
	Utilities Operations Admin	$1,552,049	$1,845,195	$1,830,703	$1,986,190	$1,986,190	$2,064,831
	Greenway Potbl Wtr Trt Plant	$3,070,372	$3,004,896	$2,839,677	$3,335,570	$3,335,570	$3,278,506
	Quintero Treatment Plant	$432,475	$389,299	$440,829	$444,302	$444,302	$429,835
	Production Svcs	$3,719,649	$3,732,368	$4,005,714	$3,974,657	$3,974,657	$3,961,432
	Distribution Services	$1,870,050	$2,132,229	$2,166,770	$2,201,907	$2,201,907	$2,185,695
	Blue Staking	$284,260	$386,068	$366,664	$383,517	$383,517	$373,625
	Water Resources/Conservation	$981,293	$1,124,454	$1,131,719	$1,203,700	$1,203,700	$1,229,576
	Water Supply	$5,285,782	$4,493,292	$5,097,287	$5,549,193	$5,549,193	$5,785,371
	Drinking Water Environmental	$1,163,618	$1,152,764	$1,081,690	$1,310,189	$1,310,189	$1,277,413
	Wtr Oper Capital Projects	$1,598,374	$3,540,907	$5,328,411	$13,876,074	$9,050,682	$16,488,265
	Water Debt Service	$14,791,114	$4,708,390	$5,312,804	$5,299,398	$5,299,398	$5,532,870
	Wastewater Environmental	$0	$0	$142	$0	$0	$0
	Jomax Water Reclamation Facility	$0	$0	$112	$0	$0	$0
	Water Total:	$36,019,434	$27,869,703	$31,002,438	$41,257,142	$36,481,750	$44,302,630
Water Bonds							
	Public Works						
	W/S Rev Bonds 2003 (Wtr)	$0	$0	$0	$0	$0	$7,540,000
	Water Bonds Total:	$0	$0	$0	$0	$0	$7,540,000
Water Expansion							
	Public Works						
	Wtr Expansion	$100,866	$1,462,523	$1,424,757	$7,554,121	$2,533,528	$4,435,818
	Water Impact Fees - Post 1-1-2012	$0	$0	$0	$0	$0	$1,393,100
	Water Impact Fees - South of Bell Rd	$0	$0	$0	$0	$0	$662,878
	Water Impact Fees - North of Bell R	$0	$0	$0	$1,628,012	$104,383	$4,279,225
	Water Resource Fees - Post 8-1-2014	$0	$0	$0	$417,390	$417,390	$509,176
	Water Resource Fee - Post 1-1-2012	$0	$0	$0	$717,117	$17,117	$700,000
	Wtr Resources Project	$0	$413,387	$293,733	$0	$0	$0
	Water Expansion Total:	$100,866	$1,875,910	$1,718,490	$10,316,640	$3,072,418	$11,980,197
Water Replacement & Reserves							

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Public Works						
	Water Reserve-Bonds	$0	$0	$0	$0	$0	$4,005
	Wtr Eqt Reserve	$0	$25,701	$145,037	$179,700	$179,700	$290,500
	Storm Drain - NPDES	$785,371	$803,571	$824,335	$854,901	$854,901	$1,103,029
	Water Replacement & Reserves Total:	$785,371	$829,273	$969,372	$1,034,601	$1,034,601	$1,397,534
	Enterprise Funds Total:	**$79,490,771**	**$72,780,359**	**$72,227,826**	**$95,783,822**	**$82,901,658**	**$114,532,485**
Internal Service Funds							
Facilities Maintenance							
	Public Works						
	Facilities Admin	$310,409	$382,035	$380,119	$399,712	$399,712	$431,570
	Custodial Services	$1,383,608	$1,487,321	$1,354,923	$1,442,534	$1,442,534	$1,451,649
	Nighttime Facilities Services	$644,568	$775,393	$788,053	$842,149	$842,149	$835,952
	Utility Management	$929,255	$974,415	$968,392	$1,039,221	$1,039,221	$1,044,193
	Facilities Operating Projects	$635,220	$717,818	$712,766	$787,142	$787,142	$756,385
	Technical Operations	$1,317,305	$1,395,614	$1,503,892	$1,516,052	$1,516,052	$1,424,548
	Facilities Maintenance Total:	$5,220,366	$5,732,596	$5,708,145	$6,026,810	$6,026,810	$5,944,297
Fleet Maintenance							
	Public Works						
	Fleet Maintenance	$4,981,666	$5,116,260	$4,924,064	$5,330,744	$5,078,948	$5,297,614
	Fleet Maintenance Total:	$4,981,666	$5,116,260	$4,924,064	$5,330,744	$5,078,948	$5,297,614
Fleet Reserve							
	Public Works						
	Fleet Reserve	$911,570	$1,184,517	$1,263,172	$3,294,868	$1,699,598	$2,928,614
	Streets/Transit Equipment Reserve	$0	$623,866	$836,332	$746,100	$746,100	$1,791,500
	Fleet Reserve Total:	$911,570	$1,808,383	$2,099,504	$4,040,968	$2,445,698	$4,720,114
Information Technology							
	Information Technology						
	IT Operations	$2,416,900	$7,185,960	$7,071,065	$8,157,228	$7,952,124	$8,587,185
	IT Development Services	$3,802,515	$0	$0	$0	$0	$0
	Radio System Operations	$623,927	$861,222	$830,752	$945,090	$946,890	$975,018
	Information Technology Total:	$6,843,341	$8,047,182	$7,901,817	$9,102,318	$8,899,014	$9,562,203
Information Technology Projects							
	Information Technology						
	IT Projects	$37,684	$20,975	$502,130	$1,099,060	$560,400	$1,033,320
	Information Technology Projects Total:	$37,684	$20,975	$502,130	$1,099,060	$560,400	$1,033,320
Information Technology Reserve							
	Information Technology						
	Res For System Comp Eqt	$289,991	$922,575	$1,055,691	$504,800	$550,913	$1,210,000

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Information Technology						
	Res For Personal Comp Eqt	$151,385	$567,218	$253,803	$131,600	$253,118	$371,685
	Information Technology Reserve Total:	$441,376	$1,489,793	$1,309,494	$636,400	$804,031	$1,581,685
	Insurance Reserve						
	City Attorney						
	Insurance Prem/Deduct	$1,931,418	$2,162,796	$2,560,348	$2,238,337	$2,238,337	$2,340,871
	Risk Management	$165,555	$178,053	$204,613	$206,060	$219,150	$204,997
	Human Resources						
	Workers Compensation Self-Insuranc	$1,986,000	$1,064,364	$933,648	$1,390,000	$1,237,246	$1,460,500
	Employee Benefits - Health	$12,826,073	$11,669,039	$13,345,803	$15,045,319	$14,088,624	$15,236,287
	Employee Benefits - Dental	$0	$0	$0	$0	$800,110	$1,020,730
	Insurance Reserve Total:	$16,909,046	$15,074,251	$17,044,412	$18,879,716	$18,583,467	$20,263,385
	Internal Service Funds Total:	**$35,345,049**	**$37,289,441**	**$39,489,566**	**$45,116,016**	**$42,398,368**	**$48,402,618**
Trust & Agency Funds							
	Fireman's Pension						
	Fire-Medical						
	Vol Firefighter Pension Trust	$25,500	$24,650	$20,400	$30,600	$30,600	$30,600
	Fireman's Pension Total:	$25,500	$24,650	$20,400	$30,600	$30,600	$30,600
	Trust & Agency Funds Total:	**$25,500**	**$24,650**	**$20,400**	**$30,600**	**$30,600**	**$30,600**
Capital Projects Funds							
	Capital Projects - Streets/Economic Development						
	Engineering						
	Capital Reimbursements from ALCP	$3,099,431	$16,881,400	$3,911,072	$2,113,186	$3,389,577	$7,401,500
	Non-Departmental						
	Streets Capital Prj	$0	$0	$0	$2,783,581	$2,443,479	$350,000
	Projects - Streets/Economic Development Total:	$3,099,431	$16,881,400	$3,911,072	$4,896,767	$5,833,056	$7,751,500
	General Obligation Bonds						
	Non-Departmental						
	GO Bonds 2007	$2,939,010	$844,106	$620,513	$726,401	$0	$0
	GO Bonds 2009	$2,840,686	$4,477,121	$15,274,442	$1,489,350	$0	$0
	GO Bonds 2010	$5,079,340	$3,337,401	$1,820,937	$1,350,870	$1,684,432	$1,015,978
	GO Bonds 2012	$4,459,587	$8,606,754	$405,314	$538,631	$37,199	$600,949
	Proposed GO Bonds	$0	$158,797	$436,335	$7,560,519	$2,568,702	$18,580,698
	General Obligation Bonds Total:	$15,318,623	$17,424,179	$18,557,541	$11,665,771	$4,290,333	$20,197,625
	MDA Bonds						
	Non-Departmental						
	MDA Bonds 2012 - Sports Complex	$84,673	$3,806,030	$23,054,882	$6,819,135	$6,360,128	$0

Schedule 3 - All Funds Expenditure Schedule

Fund Type	Department/ Division	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Estimate	FY 2016 Budget
	Non-Departmental						
	Proposed MDA Bonds	$0	$0	$0	$30,300,000	$0	$30,300,000
	MDA Bonds Total:	$84,673	$3,806,030	$23,054,882	$37,119,135	$6,360,128	$30,300,000
	Outside Source Fund						
	Non-Departmental						
	Capital Prj-Outside Sources	$89,827	$560,957	$838,415	$5,403,048	$597,527	$10,208,264
	Outside Source Fund Total:	$89,827	$560,957	$838,415	$5,403,048	$597,527	$10,208,264
	Capital Projects Funds Total:	**$18,592,554**	**$38,672,565**	**$46,361,910**	**$59,084,721**	**$17,081,044**	**$68,457,389**
Debt Service Funds							
	General Obligation Bonds						
	Finance and Budget						
	Go Bonds Debt Service	$17,868,519	$14,881,894	$15,632,656	$16,042,634	$16,042,634	$16,433,963
	General Obligation Bonds Total:	$17,868,519	$14,881,894	$15,632,656	$16,042,634	$16,042,634	$16,433,963
	Improvement Districts						
	Finance and Budget						
	Parks West I.D. #0601 Debt Svc	$475,885	$473,135	$474,850	$476,288	$476,288	$476,738
	Non-Departmental						
	N Val Pwr Cnt Id 8801 Ds	$477,997	$305,805	$0	$0	$0	$0
	Bell Rd Id 8802 Ds	$576,672	$584,240	$0	$0	$0	$0
	83rd Ave Id 9601 Ds	$89,855	$0	$0	$0	$0	$0
	Arrhd Ftn Cnt Id 9603 Ds	$194,620	$0	$0	$0	$0	$0
	Improvement Districts Total:	$1,815,029	$1,363,180	$474,850	$476,288	$476,288	$476,738
	MDA Bonds						
	Finance and Budget						
	Mda Debt Service	$8,420,150	$5,640,325	$7,646,044	$8,670,482	$7,605,406	$8,752,030
	MDA Bonds Total:	$8,420,150	$5,640,325	$7,646,044	$8,670,482	$7,605,406	$8,752,030
	Debt Service Funds Total:	**$28,103,699**	**$21,885,399**	**$23,753,550**	**$25,189,404**	**$24,124,328**	**$25,662,731**
	City Total:	**$300,930,902**	**$310,110,056**	**$325,546,842**	**$427,650,000**	**$333,822,198**	**$465,150,000**

Schedule 4 - Transfers

Transfers From Fund ↓ / Transfers To →	General Fund	Sports Complex	Economic Development	Wastewater Op Fund	Fleet Equip Reserve	Facilities Service
General	-	-	-	-	$169,300	$83,000
Percent for the Arts	-	-	-	-	-	-
Half Cent Sales Tax	$5,461,880	$1,860,000	$2,175,000	-	-	-
Sports Complex	-	-	-	-	-	-
Water	$295,546	-	-	$2,582,084	-	-
Water Resource Fees - Post 8-1-2014	-	-	-	-	-	-
Wastewater	$145,568	-	-	-	$127,000	-
Commercial Solid Waste	-	-	-	-	-	-
Residential Solid Waste	-	-	-	-	-	-
Solid Waste Expansion	-	-	-	-	-	-
Storm Water Drainage System	-	-	-	-	-	-
Fleet Services	-	-	-	-	-	-
Fleet Reserve	-	-	-	-	-	-
Insurance Reserve	-	-	-	-	-	-
Facilities Maintenance	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-
Highway User	-	-	-	-	$225,000	-
Transportation Sales Tax	-	-	-	-	-	-
Public Transit	-	-	-	-	$143,000	-
Adult Day Program Grant	-	-	-	-	-	-
Municipal Court Enhancement Fd	$50,000	-	-	-	-	-
Street Light Districts	-	-	-	-	-	-
Maintenance Imprvmnt Districts	$129,624	-	-	-	-	-
	$6,082,618	**$1,860,000**	**$2,175,000**	**$2,582,084**	**$664,300**	**$83,000**

Schedule 4 - Transfers

Information Technology	IT Reserve Fund	IT Project Fund	MDA Debt	Highway User Fund	Fleet Services	Transit Fund	Total Transferred
$25,718	$49,660	$252,668	-	-	-	-	**$580,346**
-	-	-	$240,528	-	-	-	**$240,528**
$963,511	-	-	$2,740,004	-	-	-	**$13,200,395**
-	-	$2,097	-	-	-	-	**$2,097**
-	-	$28,100	-	-	-	-	**$2,905,730**
-	-	-	$711,300	-	-	-	**$711,300**
-	$13,380	$5,518	-	-	-	-	**$291,466**
-	-	$662	-	-	-	-	**$662**
-	-	$2,538	-	-	-	-	**$2,538**
-	$2,355	-	-	-	-	-	**$2,355**
-	-	$773	-	-	-	-	**$773**
-	-	$1,766	-	-	-	-	**$1,766**
-	-	-	-	-	$325,000	-	**$325,000**
-	-	$441	-	-	-	-	**$441**
-	-	$6,070	-	-	-	-	**$6,070**
-	$756,290	-	-	-	-	-	**$756,290**
-	-	$8,608	-	-	-	-	**$233,608**
-	-	-	-	$1,000,000	-	-	**$1,000,000**
-	-	$773	-	-	-	-	**$143,773**
-	-	$221	-	-	-	-	**$221**
-	-	-	-	-	-	-	**$50,000**
-	-	-	-	$685,522	-	-	**$685,522**
-	-	-	-	-	-	-	**$129,624**
$989,229	**$821,685**	**$310,235**	**$3,691,832**	**$1,685,522**	**$325,000**	**$0**	**$21,270,505**

Schedule 5 - Tax Levy and Tax Rate Information

DESCRIPTION	BUDGET FY 2012	BUDGET FY 2013	BUDGET FY 2014	BUDGET FY 2015	PROJECTED FY 2016
Fiscal Year Budget Amount	$460,000,000	$473,000,000	$468,000,000	$470,000,000	$511,000,000
Qualifiable Exclusions (estimated)	$184,661,244	$191,083,823	$183,852,394	$175,810,528	$185,191,317
Total Estimated Expenditures	$275,338,756	$281,916,177	$284,147,606	$294,189,472	$325,808,683
Expenditure Limitation	$733,909,330	$759,367,985	$781,645,105	$788,205,401	$819,983,730
b1. Maximum Allowable Primary Property Tax Levy (ARS 42-17051)					
Primary Assessed Valuation	$1,269,864,634	$1,134,224,292	$1,051,884,468	$1,113,413,321	$1,178,158,150
Maximum Allowable Primary Tax Levy	$4,248,967	$4,387,180	$4,539,934	$4,720,872	$4,815,289
b2. Amount Received from Primary Property Taxation in Prior Year in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17005]	N/A	N/A	N/A	N/A	N/A
b3. Property Tax Levy Amounts					
Secondary Assessed Valuation	$1,276,866,735	$1,137,720,620	$1,057,558,348	$1,155,721,441	$1,178,158,150
A. Secondary Property Tax Levy	**$15,960,834**	**$14,221,508**	**$13,219,479**	**$14,446,518**	**$14,726,977**
B. Primary Property Tax Levy	**$2,412,743**	**$2,155,026**	**$1,998,580**	**$2,115,485**	**$2,238,500**
Total Property Tax Levy Amount	$18,373,577	$16,376,534	$15,218,060	$16,562,003	$16,965,477
b4. Property Taxes Collected (Estimated)					
A. Primary Property Tax	$2,292,106	$2,047,275	$1,898,651	$2,009,711	$2,126,575
Prior Year's	$120,637	$107,751	$99,929	$105,774	$111,925
B. Secondary Property Tax	$15,162,792	$13,510,432	$12,558,505	$13,724,192	$13,990,628
Prior Year's	$798,042	$711,075	$660,974	$722,326	$736,349
Total Current Year's Collections	$17,454,898	$15,557,707	$14,457,157	$15,733,903	$16,117,203
Total Prior Year's Collections	$918,679	$818,827	$760,903	$828,100	$848,274
Total Property Tax Levy Collected	$18,373,577	$16,376,534	$15,218,060	$16,562,003	$16,965,477
City of Peoria Tax Rate					
A. Primary Property Tax Rate	$0.1900	$0.1900	$0.1900	$0.1900	$0.1900
B. Secondary Property Tax Rate	$1.2500	$1.2500	$1.2500	$1.2500	$1.2500
Total Property Tax Rate	$1.4400	$1.4400	$1.4400	$1.4400	$1.4400

Arizona law limits the amount of tax supported debt that a city may issue. This limitation for bonds to finance water, wastewater, storm drain, streets, parks and recreation projects is 20% of the municipality's assessed valuation. The limit for bonds to finance all other projects is 6% of the municipality's assessed valuation. The current debt limits and indebtedness are shown below.

Calculation of legal limitations

20% Bonds		
Secondary assessed valuation		$1,178,158,150
Bond Indebtedness Limitation		$235,631,630
Debt Outstanding as of 07/01/15	$142,925,000	
Principal Payments FY16	($10,265,000)	
Proposed Debt FY16	$10,841,558	
Estimated Debt outstanding FY16		$143,501,558
Remaining limitation available		$92,130,072
6% Bonds		
Secondary assessed valuation		$1,178,158,150
Bond Indebtedness Limitation		$70,689,489
Debt Outstanding as of 07/01/15	$0	
Principal Payments FY16	$0	
Proposed Debt FY16	11,824,322	
Estimated Debt outstanding FY16		$11,824,322
Remaining limitation available		$58,865,167

Truth in Taxation Calculation

Previous year's primary levy / Current net assessed valuation(AV)	=	Tax Rate
$2,115,485 / $1,153,391,883	=	$0.1834
Current AV-Existing Property		$1,153,391,883
Prior year Levy		$2,115,485
Prior Year Tax Rate		$0.1900
Rate to Receive Prior Year Levy		$0.1834
New property valuation		$24,766,267
Growth in Levy-New Property		$45,425
Increase-Exclusive of New Property		$77,590

Schedule 6 - Personnel Summary By Department

Department	Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
City Attorney	26.00	26.00	26.00	*0.00*	26.00	*0.00*	26.00
City Clerk	7.00	7.00	7.00	*0.00*	7.00	*0.00*	7.00
Community Services	128.41	132.47	133.47	*0.00*	133.47	*3.25*	136.72
Development and Engineering	52.75	54.75	56.75	*0.00*	56.75	*0.00*	56.75
Economic Development Services	6.50	6.50	7.00	*0.00*	7.00	*1.00*	8.00
Finance and Budget	44.75	43.00	43.00	*-3.00*	40.00	*0.00*	40.00
Finance Utilities	36.00	37.00	37.00	*2.00*	39.00	*0.00*	39.00
Fire-Medical	161.50	168.50	168.50	*0.00*	168.50	*7.00*	175.50
Human Resources	17.50	17.50	17.50	*0.00*	17.50	*1.50*	19.00
Information Technology	39.00	40.00	40.00	*0.00*	40.00	*1.00*	41.00
Leadership and Management	15.00	16.00	16.00	*0.00*	16.00	*0.00*	16.00
Municipal Court	20.90	20.90	20.90	*0.00*	20.90	*0.00*	20.90
Office of Communications	8.00	8.00	8.00	*0.00*	8.00	*1.00*	9.00
Planning and Community Development	12.50	13.50	14.00	*0.00*	14.00	*1.00*	15.00
Police	288.00	289.00	292.00	*0.00*	292.00	*3.00*	295.00
Public Works	234.25	234.75	234.75	*0.00*	234.75	*6.00*	240.75
City Totals:	**1,098.06**	**1,114.87**	**1,121.87**	***-1.00***	**1,120.87**	***24.75***	**1,145.62**

Footnote: This schedule includes all Full-time positions and only Part-time positions that receive benefits.

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
City Attorney									
General Fund									
1000 - 0200 Civil									
	Assistant City Attorney	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Business Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Chief Asst. City Attorney	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	City Attorney	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Law Office Administrator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Legal Assistant	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Legal Specialist	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Paralegal	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
			15.00	15.00	**15.00**	*0.00*	**15.00**	*0.00*	15.00
1000 - 0210 Victims' Assistance Prg									
	Legal Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Victim Assistance Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
1000 - 0230 Criminal									
	Assistant City Prosecutor	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Legal Assistant	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Legal Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Paralegal	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Assistant City Prosecutor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			7.00	7.00	**7.00**	*0.00*	**7.00**	*0.00*	7.00
Insurance Reserve Fund									
3200 - 3610 Risk Management									
	Claims Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Legal Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	City Attorney Totals:		**26.00**	**26.00**	**26.00**	***0.00***	**26.00**	***0.00***	**26.00**
City Clerk									
General Fund									
1000 - 0150 City Clerk									
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	City Clerk	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	City Clerk Specialist I	Full	1.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	City Clerk Specialist II	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Deputy City Clerk	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Executive Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Chief Deputy City Clerk	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Classified Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			7.00	7.00	**7.00**	*0.00*	**7.00**	*0.00*	7.00
	City Clerk Totals:		**7.00**	**7.00**	**7.00**	***0.00***	**7.00**	***0.00***	**7.00**
Community Services									
General Fund									
1000 - 0042 Arts Commission									
	Cultural Arts Coordinator	Part	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
			0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 1400	**Community Services Administration**								
	Administrative Assistant II - Classified	Full	0.00	1.75	**1.75**	*0.00*	**1.75**	*0.00*	1.75
	Administrative Assistant II - Classified	Part	0.00	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Business Systems Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Community Services Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Customer Services Rep I	Full	1.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Customer Services Rep II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Executive Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Recreation Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Management Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Part	0.50	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Administrative Assistant II	Full	1.75	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			11.25	12.25	**12.25**	*0.00*	**12.25**	*0.00*	12.25
1000 - 1410	**Swimming Pools**								
	Aquatics Maintenance Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Parks & Sports Fac Worker II	Full	0.00	0.00	**0.00**	*0.00*	**0.00**	*1.00*	1.00
	Recreation Coordinator	Full	0.75	0.75	**0.75**	*0.00*	**0.75**	*0.00*	0.75
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.34*	**0.34**	*0.00*	0.34
	Aquatics Supervisor	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			2.75	2.75	**2.75**	*-0.66*	**2.09**	*1.00*	3.09
1000 - 1420	**Am/Pm Program**								
	Recreation Coordinator	Full	1.40	1.40	**1.40**	*0.00*	**1.40**	*0.40*	1.80
	Recreation Programmer	Full	1.50	1.50	**1.50**	*0.00*	**1.50**	*0.00*	1.50
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.70*	**0.70**	*0.00*	0.70
	Recreation Supervisor	Full	0.70	0.70	**0.70**	*-0.70*	**0.00**	*0.00*	0.00
			3.60	3.60	**3.60**	*0.00*	**3.60**	*0.40*	4.00
1000 - 1430	**Little Learners Program**								
	Recreation Coordinator	Full	0.20	0.20	**0.20**	*-0.10*	**0.10**	*0.00*	0.10
	Recreation Specialist I	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Recreation Specialist II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Recreation Supervisor	Full	0.10	0.10	**0.10**	*-0.10*	**0.00**	*0.00*	0.00
			3.30	3.30	**3.30**	*-0.20*	**3.10**	*0.00*	3.10
1000 - 1440	**Summer Recreation Program**								
	Recreation Coordinator	Full	0.20	0.20	**0.20**	*0.00*	**0.20**	*0.00*	0.20
	Recreation Supervisor	Full	0.10	0.10	**0.10**	*-0.10*	**0.00**	*0.00*	0.00
			0.30	0.30	**0.30**	*-0.10*	**0.20**	*0.00*	0.20
1000 - 1450	**Summer Camp Program**								
	Recreation Coordinator	Full	0.20	0.20	**0.20**	*0.10*	**0.30**	*0.20*	0.50
	Recreation Programmer	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Recreation Supervisor	Full	0.10	0.10	**0.10**	*-0.10*	**0.00**	*0.00*	0.00
			0.80	0.80	**0.80**	*0.00*	**0.80**	*0.20*	1.00
1000 - 1460	**Outdoor Recreation Program**								
	Recreation Coordinator	Full	0.25	0.25	**0.25**	*0.00*	**0.25**	*0.00*	0.25
			0.25	0.25	**0.25**	*0.00*	**0.25**	*0.00*	0.25
1000 - 1470	**Special Interest Classes - Youth**								
	Recreation Coordinator	Part	0.34	0.42	**0.42**	*0.00*	**0.42**	*0.00*	0.42
	Recreation Supervisor	Full	0.30	0.45	**0.45**	*0.00*	**0.45**	*0.00*	0.45
			0.64	0.87	**0.87**	*0.00*	**0.87**	*0.00*	0.87
1000 - 1471	**Special Interest Classes - Adult**								
	Recreation Coordinator	Part	0.18	0.10	**0.10**	*0.00*	**0.10**	*0.00*	0.10
	Recreation Supervisor	Full	0.25	0.10	**0.10**	*0.00*	**0.10**	*0.00*	0.10
			0.43	0.20	**0.20**	*0.00*	**0.20**	*0.00*	0.20
1000 - 1480	**Sports Programs - Youth**								
	Recreation Coordinator	Full	1.40	1.40	**1.40**	*0.55*	**1.95**	*0.00*	1.95
	Recreation Programmer	Full	1.55	1.55	**1.55**	*-0.60*	**0.95**	*0.00*	0.95
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.33*	**0.33**	*0.00*	0.33
	Recreation Supervisor	Full	0.20	0.20	**0.20**	*-0.20*	**0.00**	*0.00*	0.00
			3.15	3.15	**3.15**	*0.08*	**3.23**	*0.00*	3.23

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 1481	**Sports Programs - Adult**								
	Recreation Coordinator	Full	0.60	0.60	**0.60**	*0.45*	**1.05**	*0.00*	1.05
	Recreation Programmer	Full	0.45	0.45	**0.45**	*0.60*	**1.05**	*0.00*	1.05
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.33*	**0.33**	*0.00*	0.33
	Recreation Supervisor	Full	0.40	0.40	**0.40**	*-0.40*	**0.00**	*0.00*	0.00
			1.45	1.45	**1.45**	*0.98*	**2.43**	*0.00*	2.43
1000 - 1490	**Active Adult Program**								
	Recreation Coordinator	Full	0.85	0.85	**0.85**	*0.00*	**0.85**	*0.00*	0.85
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.20*	**0.20**	*0.00*	0.20
	Administrative Assistant II	Full	0.15	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Administrative Assistant II - Classified	Full	0.00	0.15	**0.15**	*-0.15*	**0.00**	*0.00*	0.00
	Recreation Supervisor	Full	0.20	0.20	**0.20**	*-0.20*	**0.00**	*0.00*	0.00
			1.20	1.20	**1.20**	*-0.15*	**1.05**	*0.00*	1.05
1000 - 1500	**Adaptive Recreation Program**								
	Recreation Coordinator	Full	0.55	0.55	**0.55**	*-0.15*	**0.40**	*0.00*	0.40
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.30*	**0.30**	*0.00*	0.30
	Administrative Assistant II	Full	0.30	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Administrative Assistant II - Classified	Full	0.00	0.30	**0.30**	*-0.30*	**0.00**	*0.00*	0.00
	Recreation Supervisor	Full	0.30	0.30	**0.30**	*-0.30*	**0.00**	*0.00*	0.00
			1.15	1.15	**1.15**	*-0.45*	**0.70**	*0.00*	0.70
1000 - 1510	**Special Events Program**								
	Recreation Coordinator	Full	1.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Recreation Supervisor	Full	0.10	0.10	**0.10**	*0.90*	**1.00**	*0.00*	1.00
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.30*	**0.30**	*0.00*	0.30
	Recreation Programmer	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Special Events Supervisor	Full	0.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			2.10	2.10	**2.10**	*0.20*	**2.30**	*0.00*	2.30
1000 - 1520	**Teen Program**								
	Recreation Coordinator	Full	0.00	0.00	**0.00**	*0.00*	**0.00**	*0.40*	0.40
	Recreation Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			1.00	1.00	**1.00**	*0.00*	**1.00**	*0.40*	1.40
1000 - 1530	**Community Center**								
	Administrative Assistant II - Classified	Full	0.00	1.55	**1.55**	*-0.55*	**1.00**	*0.00*	1.00
	Recreation Coordinator	Full	0.45	0.45	**0.45**	*1.15*	**1.60**	*0.00*	1.60
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.40*	**0.40**	*0.00*	0.40
	Administrative Assistant II	Full	1.55	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Recreation Programmer	Full	0.15	0.15	**0.15**	*-0.15*	**0.00**	*0.00*	0.00
	Recreation Supervisor	Full	0.40	0.40	**0.40**	*-0.40*	**0.00**	*0.00*	0.00
			2.55	2.55	**2.55**	*0.45*	**3.00**	*0.00*	3.00
1000 - 1531	**Rio Vista Community Park**								
	Irrigation Technician	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Parks & Sports Equip. Mechanic	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Parks & Sports Fac Crew Leader	Full	2.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Parks & Sports Fac Worker III	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sports Complex Maint Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sports Facilities Maint Coor	Full	0.00	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Recreation Supervisor	Full	0.30	0.30	**0.30**	*-0.30*	**0.00**	*0.00*	0.00
			5.30	4.80	**4.80**	*-0.30*	**4.50**	*0.00*	4.50
1000 - 1532	**Rio Vista Rec Center**								
	Custodian	Full	4.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Customer Services Rep I	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Recreation Coordinator	Part	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Recreation Programmer	Part	1.75	1.75	**1.75**	*0.00*	**1.75**	*0.00*	1.75
	Recreation Supervisor	Full	0.45	0.45	**0.45**	*0.00*	**0.45**	*0.00*	0.45
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Rio Vista Manager	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			9.70	8.70	**8.70**	*0.00*	**8.70**	*0.00*	8.70

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 1533	**Pioneer Community Park**								
	Irrigation Technician	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Parks & Sports Fac Crew Leader	Full	0.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Sports Facilities Maint Coor	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			0.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
1000 - 1540	**Main Library**								
	Librarian	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Librarian	Part	1.50	1.50	**1.50**	*0.00*	**1.50**	*0.00*	1.50
	Librarian II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Library Assistant I	Part	1.35	1.35	**1.35**	*0.00*	**1.35**	*0.00*	1.35
	Library Assistant II	Part	1.35	1.35	**1.35**	*0.00*	**1.35**	*0.00*	1.35
	Library Assistant III	Part	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Library Assistant III	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Library Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Library Services Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Library Specialist	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Library Technology Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			18.20	18.20	**18.20**	*0.00*	**18.20**	*0.00*	18.20
1000 - 1550	**Branch Library**								
	Librarian	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Librarian	Part	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Librarian II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Librarian III	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Library Assistant I	Part	3.25	3.25	**3.25**	*-0.25*	**3.00**	*0.00*	3.00
	Library Assistant III	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Library Services Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Library Specialist	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Branch Library Manager	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Library Assistant II	Part	0.75	0.75	**0.75**	*-0.75*	**0.00**	*0.00*	0.00
			12.00	12.00	**12.00**	*0.00*	**12.00**	*0.00*	12.00
1000 - 1560	**Parks North**								
	Graffiti Abatement Technician	Full	0.00	0.00	**0.00**	*0.50*	**0.50**	*0.00*	0.50
	Irrigation Technician	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Parks & Sports Fac Worker I	Part	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Parks & Sports Fac Worker I	Full	0.00	0.00	**0.00**	*2.00*	**2.00**	*0.00*	2.00
	Parks & Sports Fac Worker II	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Parks & Sports Fac Worker III	Full	9.00	8.00	**8.00**	*-2.00*	**6.00**	*0.00*	6.00
	Parks Manager	Full	0.35	0.35	**0.35**	*0.00*	**0.35**	*0.00*	0.35
	Parks Supervisor	Full	1.00	1.00	**1.00**	*0.50*	**1.50**	*0.00*	1.50
	Parks & Sports Fac Crew Leader	Full	2.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			12.85	11.85	**11.85**	*1.00*	**12.85**	*0.00*	12.85
1000 - 1570	**Parks South**								
	Graffiti Abatement Technician	Full	1.00	1.00	**1.00**	*-0.50*	**0.50**	*0.00*	0.50
	Irrigation Technician	Full	2.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Parks & Sports Fac Worker I	Part	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Parks & Sports Fac Worker III	Full	6.00	7.00	**7.00**	*0.00*	**7.00**	*0.00*	7.00
	Parks Maintenance Coordinator	Full	0.00	0.00	**0.00**	*2.00*	**2.00**	*0.00*	2.00
	Parks Manager	Full	0.35	0.35	**0.35**	*0.00*	**0.35**	*0.00*	0.35
	Parks Supervisor	Full	1.00	1.00	**1.00**	*-0.50*	**0.50**	*0.00*	0.50
	Parks & Sports Fac Crew Leader	Full	1.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
			11.85	12.85	**12.85**	*-1.00*	**11.85**	*0.00*	11.85
1000 - 1600	**Contracted Landscape Maintenance**								
	Landscape Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Parks Manager	Full	0.30	0.30	**0.30**	*0.00*	**0.30**	*0.00*	0.30
			1.30	1.30	**1.30**	*0.00*	**1.30**	*0.00*	1.30

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
Sports Complex Fund									
2000 - 2000	**Complex Operations/Maint**								
	Administrative Assistant I - Classified	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Building Automation Technician	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Facilities Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Irrigation Technician	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Parks & Sports Equip. Mechanic	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Parks & Sports Fac Crew Leader	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Parks & Sports Fac Worker II	Full	2.00	2.00	**2.00**	*1.00*	**3.00**	*0.00*	3.00
	Sales & Sponsorship Coordinator	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Sports Complex Maint Supervisor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Sports Complex Operations Coordinato	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Sports Facilities Maint Coor	Full	0.00	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Sports Facilities Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Sports Complex Supervisor	Full	0.00	0.00	**0.00**	*2.00*	**2.00**	*0.00*	2.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Facilities Operations Tech	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Marketing & Sponsorship Coord	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Parks & Sports Fac Worker III	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Sales & Sponsorship Associate	Full	0.00	0.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	Sports Complex Manager	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Sports Complex Ops Coordinator	Full	2.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	Sports Complex Supervisor	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			16.00	16.50	**17.50**	*0.00*	**17.50**	*0.00*	17.50
Adult Day Program Fund									
7180 - 7250	**Adult Day Prg Grant**								
	Recreation Coordinator	Full	0.15	0.15	**0.15**	*0.00*	**0.15**	*0.00*	0.15
	Recreation Programmer	Full	0.85	0.85	**0.85**	*0.15*	**1.00**	*0.00*	1.00
	Recreation Specialist I	Part	2.96	3.00	**3.00**	*0.00*	**3.00**	*1.00*	4.00
	Recreation Specialist II	Part	0.73	0.75	**0.75**	*0.00*	**0.75**	*0.25*	1.00
	Sr Recreation Supervisor	Full	0.00	0.00	**0.00**	*0.10*	**0.10**	*0.00*	0.10
	Recreation Supervisor	Full	0.10	0.10	**0.10**	*-0.10*	**0.00**	*0.00*	0.00
			4.79	4.85	**4.85**	*0.15*	**5.00**	*1.25*	6.25
	Community Services Totals:		**128.41**	**132.47**	**133.47**	***0.00***	**133.47**	***3.25***	**136.72**
Development and Engineering									
General Fund									
1000 - 0650	**Building Safety**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Building Inspector I	Full	1.00	2.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Building Inspector II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Building Inspector III	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Building Official & Inspection Superviso	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Development Technician I	Full	1.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Development Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Plans Examiner I	Full	2.00	2.00	**2.00**	*-1.00*	**1.00**	*0.00*	1.00
	Plans Examiner II	Full	1.00	1.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Plans Review Supervisor	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Building Safety Manager	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Building Safety Supervisor	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			13.00	15.00	**15.00**	*0.00*	**15.00**	*0.00*	15.00
1000 - 0750	**Engineering Admin**								
	Engineering Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Engineering Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Real Property Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Management Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Real Property Administrator	Full	0.75	0.75	**0.75**	*0.00*	**0.75**	*0.00*	0.75
			4.75	4.75	**4.75**	*0.00*	**4.75**	*0.00*	4.75

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 0810	**Development Engineering**								
	Associate Engineer	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Civil Engineer	Part	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Deputy Engineering Director	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Development Plan Reviewer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Development Project Specialist	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Development Services Supervisor	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Engineering Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Plans Review Supervisor	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Associate Planner	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Site Development Manager	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			6.50	6.50	**8.50**	*0.00*	**8.50**	*0.00*	8.50
1000 - 0812	**Capital Engineering**								
	CIP Project Manager II	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Civil Engineer	Full	2.75	2.75	**3.75**	*1.00*	**4.75**	*0.00*	4.75
	Deputy Engineering Director	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Engineering Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Engineering Supervisor	Part	0.75	0.75	**0.75**	*0.00*	**0.75**	*0.00*	0.75
	Management Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Assistant City Engineer	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Associate Engineer	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Sr Civil Engineer	Full	2.00	2.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			9.50	9.50	**9.50**	*0.00*	**9.50**	*0.00*	9.50
1000 - 0813	**Design and Construction**								
	Architect	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Architectural Services Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	CIP Project Manager I	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Construction Projects Coordinator	Full	2.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Civil Engineer	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
1000 - 0820	**Eng Inspection Svc**								
	Engineering Inspection Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Engineering Inspector	Full	5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Lead Engineering Inspector	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
			8.00	8.00	**8.00**	*0.00*	**8.00**	*0.00*	8.00
Streets Fund									
7000 - 7043	**Traffic Engineering**								
	Assistant City Traffic Engineer	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	City Traffic Engineer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Engineering Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Transportation Planning Engineer	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
			6.00	6.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
	Development and Engineering Totals:		**52.75**	**54.75**	**56.75**	***0.00***	**56.75**	***0.00***	**56.75**

Economic Development Services

General Fund

1000 - 0351	**Economic Development Administration**								
	Economic Development Administrator	Full	0.00	0.00	**0.00**	*0.00*	**0.00**	*1.00*	1.00
	Economic Development Services Direct	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Executive Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	0.50	0.50	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			2.50	2.50	**3.00**	*0.00*	**3.00**	*1.00*	4.00
1000 - 0352	**Economic Development**								
	Business Real Estate Coordinator	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Economic Development Coordinator	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Economic Development Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Business Development Specialist	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
Economic Development Services Totals:			**6.50**	**6.50**	**7.00**	***0.00***	**7.00**	***1.00***	**8.00**
Finance and Budget									
General Fund									
1000 - 0400	**Finance Admin**								
	Deputy Director Finance & Budget	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Finance & Accounting Asst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Finance Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			2.00	2.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
1000 - 0410	**Financial Services**								
	Accountant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Accounting Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Accounting Technician II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Accounting Technician III	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Business Systems Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Finance Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Payroll Specialist	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Payroll Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Accountant	Full	2.00	3.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Treasury Manager	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Accountant	Part	0.75	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			12.75	13.00	**15.00**	*0.00*	**15.00**	*0.00*	15.00
1000 - 0420	**Tax Audit & Collections**								
	Associate Sales Tax Auditor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Revenue Collection Specialist	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Sales Tax & Licensing Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sales Tax Auditor	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Accounting Technician I	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Customer Services Rep II	Full	2.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	Customer Services Rep III	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			11.00	10.00	**10.00**	*-3.00*	**7.00**	*0.00*	7.00
1000 - 0430	**Management & Budget**								
	Budget Coordinator	Full	2.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Budget Manager	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management & Budget Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Budget Analyst	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Cost and Rate Analyst	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Deputy Director Finance & Budget	Full	0.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Management & Budget Director	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			7.00	6.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
1000 - 0440	**Materials Management**								
	Administrative Assistant II - Classified	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Buyer I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Contract Administrator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Contract Officer	Full	1.00	1.00	**1.00**	*1.00*	**2.00**	*0.00*	2.00
	Materials Manager	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Buyer II	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Materials Management Supervisor	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			6.00	6.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
1000 - 0490	**Treasury Management**								
	Sr Accountant	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Treasury Manager	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			2.00	2.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
1000 - 0500	**Inventory Control**								
	Buyer I	Full	2.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Inventory Control Specialist	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Storekeeper	Full	0.00	0.00	**0.00**	*2.00*	**2.00**	*0.00*	2.00
	Storekeeper I	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Storekeeper II	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
	Finance and Budget Totals:		**44.75**	**43.00**	**43.00**	***-3.00***	**40.00**	***0.00***	**40.00**
Finance Utilities									
General Fund									
1000 - 0450	**Customer Service**								
	Customer Services Rep II	Full	0.00	0.00	**0.00**	*19.00*	**19.00**	*0.00*	19.00
	Lead Customer Services Rep	Full	2.00	2.00	**2.00**	*1.00*	**3.00**	*0.00*	3.00
	Utility Services Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Customer Services Rep I	Full	12.00	13.00	**13.00**	*-13.00*	**0.00**	*0.00*	0.00
			15.00	16.00	**16.00**	*7.00*	**23.00**	*0.00*	23.00
1000 - 0460	**Revenue Administration**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Business Analyst	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Finance Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
1000 - 0470	**Meter Services**								
	Dispatcher	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Water Meter Technician	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Utility Services Supervisor	Full	0.70	0.70	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Water Meter Technician I	Full	5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Water Meter Technician II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
			10.70	10.70	**11.00**	*0.00*	**11.00**	*0.00*	11.00
1000 - 0480	**Utility Billing**								
	Customer Services Rep II	Full	4.00	4.00	**4.00**	*-4.00*	**0.00**	*0.00*	0.00
	Lead Customer Services Rep	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Utility Services Supervisor	Full	0.30	0.30	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.30	5.30	**5.00**	*-5.00*	**0.00**	*0.00*	0.00
	Finance Utilities Totals:		**36.00**	**37.00**	**37.00**	***2.00***	**39.00**	***0.00***	**39.00**
Fire-Medical									
General Fund									
1000 - 1200	**Fire Admin**								
	Executive Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fire Chief	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			2.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
1000 - 1210	**Fire Prevention**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Deputy Fire Chief	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fire and Life Safety Educ Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fire Prevention Inspector	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*1.00*	4.00
	Fire Prevention Inspector Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Plans Examiner II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Fire Battalion Chief	Full	0.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Fire Marshal	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			8.00	8.00	**8.00**	*0.00*	**8.00**	*1.00*	9.00
1000 - 1220	**Fire Support Services**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Automotive Technician II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Fire Physical Resources Spvsr	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Automotive Technician	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Deputy Fire Chief	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			6.00	6.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 1230	**Emergency Medical Services**								
	Administrative Assistant I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	EMS Chief	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	EMS Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
1000 - 1240	**Fire Training**								
	Deputy Fire Chief	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fire Captain	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fire Battalion Chief	Full	0.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Fire Training Chief	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
1000 - 1250	**Emergency Management**								
	Emergency Management & Safety Coo	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
			0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
1000 - 1260	**Fire Operations**								
	Deputy Fire Chief	Full	3.00	2.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fire Battalion Chief	Full	3.00	4.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
	Fire Battalion Support Officer	Full	5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Fire Captain	Full	33.00	33.00	**33.00**	*0.00*	**33.00**	*0.00*	33.00
	Fire Engineer	Full	32.00	32.00	**32.00**	*0.00*	**32.00**	*0.00*	32.00
	Firefighter	Full	64.00	70.00	**70.00**	*0.00*	**70.00**	*6.00*	76.00
			140.00	146.00	**147.00**	*0.00*	**147.00**	*6.00*	153.00
	Fire-Medical Totals:		**161.50**	**168.50**	**168.50**	***0.00***	**168.50**	***7.00***	**175.50**

Human Resources

General Fund

1000 - 0070	**Human Resources**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Business Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Emergency Management & Safety Coo	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Executive Assistant	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Human Resources Analyst	Full	1.00	1.00	**1.00**	*1.00*	**2.00**	*0.00*	2.00
	Human Resources Assistant	Full	0.00	0.00	**0.00**	*0.00*	**0.00**	*1.00*	1.00
	Human Resources Consultant	Full	0.00	0.00	**0.00**	*3.00*	**3.00**	*0.00*	3.00
	Human Resources Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Human Resources Manager	Full	2.00	2.00	**1.00**	*1.00*	**2.00**	*0.00*	2.00
	Human Resources Safety Coordinator	Part	0.00	0.00	**0.00**	*0.00*	**0.00**	*0.50*	0.50
	Human Resources Specialist	Full	4.00	5.00	**5.00**	*-1.00*	**4.00**	*0.00*	4.00
	Human Resources Supervisor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Classified Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Deputy Director of Human Resources	Full	0.00	0.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Employment Supervisor	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Sr Human Resources Consultant	Full	3.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	Total Compensation Administrator	Full	0.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	Total Compensation Administrator - Be	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Total Compensation Administrator - Co	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Training & Development Coor	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			17.50	16.50	**16.50**	*0.00*	**16.50**	*1.50*	18.00
1000 - 0080	**Training**								
	Organizational Development Coordinat	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Human Resources Totals:		**17.50**	**17.50**	**17.50**	***0.00***	**17.50**	***1.50***	**19.00**

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
Information Technology									
Information Technology Fund									
3300 - 3750 IT Operations									
	Application Systems Analyst	Full	0.00	6.00	**6.00**	*0.00*	**6.00**	*1.00*	7.00
	Application Systems Supervisor	Full	0.00	0.00	**0.00**	*2.00*	**2.00**	*0.00*	2.00
	Applications/GIS Manager	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Database Administrator	Full	0.00	2.00	**2.00**	*-1.00*	**1.00**	*0.00*	1.00
	Executive Assistant	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	GIS Coordinator	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	GIS Programmer	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	GIS Technician II	Full	0.00	3.00	**2.00**	*1.00*	**3.00**	*0.00*	3.00
	Information Technology Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	IT Operations Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	IT Project Coordinator	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	IT Project Manager	Full	0.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	IT Security Administrator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	IT Technical Support Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	IT Technician II	Full	3.00	3.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Lead Systems Engineer	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Network Administrator	Full	3.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Network Engineer	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Network Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Application Systems Analyst	Full	0.00	2.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Management Analyst	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Systems Engineer	Full	1.00	1.00	**2.00**	*-1.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II - Classified	Full	0.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	GIS Technician I	Full	0.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	IT Application Systems Spvsr	Full	0.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	IT GIS Analyst	Full	0.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	IT GIS Supervisor	Full	0.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	IT Technician I	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Management Analyst	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Senior Management Analyst	Full	0.00	0.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			16.00	38.00	**38.00**	*0.00*	**38.00**	*1.00*	39.00
3300 - 3751 IT Development Services									
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Application Systems Analyst	Full	6.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Database Administrator	Full	2.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	GIS Technician II	Full	4.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	IT GIS Analyst	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	IT GIS Supervisor	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	IT Project Manager	Full	2.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	IT Technical Support Supervisor	Full	2.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Sr Application Systems Analyst	Full	2.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			21.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
3300 - 3760 Radio System Operations									
	Lead Radio Systems Engineer	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Radio Systems Engineer	Full	2.00	2.00	**2.00**	*-1.00*	**1.00**	*0.00*	1.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Information Technology Totals:		**39.00**	**40.00**	**40.00**	***0.00***	**40.00**	***1.00***	**41.00**

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
Leadership and Management									
General Fund									
1000 - 0020	**City Manager's Office**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*1.00*	**2.00**	*0.00*	2.00
	Assistant to the City Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	City Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Council Assistant	Full	0.00	0.00	**0.00**	*3.00*	**3.00**	*0.00*	3.00
	Council Assistant to Mayor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Deputy City Manager	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Sr Executive Assistant	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Strategic Management Officer	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
			6.00	7.00	**7.00**	*6.00*	**13.00**	*0.00*	13.00
1000 - 0025	**Governmental Affairs**								
	Intergovernmental Affairs Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Intergovernmental Affairs Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Council Assistant	Full	3.00	3.00	**3.00**	*-3.00*	**0.00**	*0.00*	0.00
	Council Assistant to Mayor	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Council Office & Grant Prg Mgr	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Executive Assistant	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			9.00	9.00	**9.00**	*-7.00*	**2.00**	*0.00*	2.00
1000 - 0026	**Office of Sustainability**								
	Economic Efficiency & Sustainability M	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
			0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Leadership and Management Totals:		**15.00**	**16.00**	**16.00**	***0.00***	**16.00**	***0.00***	**16.00**
Municipal Court									
General Fund									
1000 - 0250	**Municipal Court**								
	Court Administrator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Court Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Judicial Assistant	Full	9.00	9.00	**9.00**	*0.00*	**9.00**	*0.00*	9.00
	Lead Judicial Assistant	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Municipal Judge	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Municipal Security Guard	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
			20.00	20.00	**20.00**	*0.00*	**20.00**	*0.00*	20.00
Municipal Court Enhancement Fd Fund									
8062 - 8062	**Municipal Court Enhancement Fd**								
	Judge Pro Tem	Part	0.90	0.90	**0.90**	*0.00*	**0.90**	*0.00*	0.90
			0.90	0.90	**0.90**	*0.00*	**0.90**	*0.00*	0.90
	Municipal Court Totals:		**20.90**	**20.90**	**20.90**	***0.00***	**20.90**	***0.00***	**20.90**
Office of Communications									
General Fund									
1000 - 0040	**Public Information Office**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Communications & Marketing Manager	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Graphics Designer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Public Information Director	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Public Information Officer	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*1.00*	1.00
	Web Designer/Developer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Webmaster	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Public Information Manager	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			6.00	6.00	**6.00**	*0.00*	**6.00**	*1.00*	7.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 0041	**Peoria Channel 11**								
	Video Production & Operations Speciali	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Office of Communications Totals:		**8.00**	**8.00**	**8.00**	***0.00***	**8.00**	***1.00***	**9.00**
Planning and Community Development									
General Fund									
1000 - 0570	**Neighborhood Coordination**								
	Housing & Development Grants Coordi	Full	0.00	0.00	**0.00**	*0.75*	**0.75**	*0.00*	0.75
	Human Services Coordinator	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Neighborhood & Revital. Manager	Full	0.00	0.80	**0.80**	*0.00*	**0.80**	*0.00*	0.80
	Neighborhood Imp. Specialist	Full	0.53	0.53	**0.53**	*0.00*	**0.53**	*0.00*	0.53
	Neighborhood Programs Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Assistant	Full	0.75	0.75	**0.75**	*-0.75*	**0.00**	*0.00*	0.00
	Neighborhood & Revital. Admin.	Full	0.80	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			3.08	4.08	**4.08**	*0.00*	**4.08**	*0.00*	4.08
1000 - 0600	**Community Dev Administration**								
	Development Administration Coordinat	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Executive Assistant	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Planning & Comm Dev Director	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	0.50	0.50	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			1.50	1.50	**3.00**	*0.00*	**3.00**	*0.00*	3.00
1000 - 0610	**Planning**								
	Engineering Planning Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Planner	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Principal Planner	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Planner	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*1.00*	3.00
	Planning Assistant	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			7.00	7.00	**6.00**	*0.00*	**6.00**	*1.00*	7.00
Community Development Block Grant Fund									
7110 - 7160	**Comm Dev Block Grant**								
	Housing & Development Grants Coordi	Full	0.00	0.00	**0.00**	*0.25*	**0.25**	*0.00*	0.25
	Neighborhood & Revital. Manager	Full	0.00	0.20	**0.20**	*0.00*	**0.20**	*0.00*	0.20
	Neighborhood Imp. Specialist	Full	0.47	0.47	**0.47**	*0.00*	**0.47**	*0.00*	0.47
	Management Assistant	Full	0.25	0.25	**0.25**	*-0.25*	**0.00**	*0.00*	0.00
	Neighborhood & Revital. Admin.	Full	0.20	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			0.92	0.92	**0.92**	*0.00*	**0.92**	*0.00*	0.92
	Planning and Community Development Totals:		**12.50**	**13.50**	**14.00**	***0.00***	**14.00**	***1.00***	**15.00**
Police									
General Fund									
1000 - 0550	**Neighborhood Services**								
	Administrative Assistant II - Classified	Full	0.00	2.00	**2.00**	*-1.00*	**1.00**	*0.00*	1.00
	Animal Control Officer	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Code Compliance Officer	Full	5.00	6.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
	Code Compliance Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Animal Control Officer	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Park Ranger Supervisor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Police Services Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Services Officer	Full	4.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Public Education Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	2.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Code Technician	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Police Special Services Supv	Full	2.00	2.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			21.00	22.00	**22.00**	*-1.00*	**21.00**	*0.00*	21.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 1000	**Police Administration**								
	Accreditation/Compliance Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Deputy Police Chief	Full	1.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Executive Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Chief	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Commander	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Lieutenant	Full	2.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Sergeant	Full	1.00	1.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Public Information Officer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Deputy Director of Police	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Police Officer	Full	0.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			11.00	11.00	**11.00**	*0.00*	**11.00**	*0.00*	11.00
1000 - 1010	**Criminal Investigation**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Civilian Investigator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Crime Scene Technician	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*1.00*	3.00
	Pawn Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Investigative Officer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Lieutenant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Officer	Full	19.00	19.00	**16.00**	*-1.00*	**15.00**	*0.00*	15.00
	Police Sergeant	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Police Services Officer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Victim Assistance Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			31.00	31.00	**28.00**	*-1.00*	**27.00**	*1.00*	28.00
1000 - 1020	**Patrol Services - South**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Analyst	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Commander	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Lieutenant	Full	4.00	3.00	**3.00**	*1.00*	**4.00**	*0.00*	4.00
	Police Officer	Full	64.00	64.00	**63.00**	*0.00*	**63.00**	*2.00*	65.00
	Police Sergeant	Full	7.00	6.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
	Police Services Officer	Full	8.00	8.00	**8.00**	*0.00*	**8.00**	*0.00*	8.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Crime Analyst	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			86.00	84.00	**83.00**	*1.00*	**84.00**	*2.00*	86.00
1000 - 1021	**Patrol Services - North**								
	Customer Services Rep I	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Commander	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Lieutenant	Full	2.00	3.00	**3.00**	*-1.00*	**2.00**	*0.00*	2.00
	Police Officer	Full	43.00	43.00	**42.00**	*1.00*	**43.00**	*0.00*	43.00
	Police Sergeant	Full	8.00	8.00	**8.00**	*0.00*	**8.00**	*0.00*	8.00
			55.00	56.00	**56.00**	*0.00*	**56.00**	*0.00*	56.00
1000 - 1025	**Operations Support**								
	Civilian Investigator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Lieutenant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Officer	Full	19.00	19.00	**25.00**	*0.00*	**25.00**	*0.00*	25.00
	Police Sergeant	Full	4.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Vehicle Impound Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			26.00	27.00	**33.00**	*0.00*	**33.00**	*0.00*	33.00
1000 - 1030	**Pd Technical Support**								
	Police Property Evidence Tech	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Police Records Supervisor	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Services Officer	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Police Support Assistant	Full	6.00	6.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Property & Evidence Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Sergeant	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			13.00	13.00	**12.00**	*0.00*	**12.00**	*0.00*	12.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
1000 - 1040	**Staff Services**								
	Administrative Assistant II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Lieutenant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Officer	Full	1.00	1.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Police Sergeant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Training and Recruitment Super	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Police Hiring Specialist	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			5.00	5.00	**8.00**	*0.00*	**8.00**	*0.00*	8.00
1000 - 1050	**Pd Communications**								
	Communications Specialist	Full	26.00	26.00	**26.00**	*0.00*	**26.00**	*0.00*	26.00
	Communications Supervisor	Full	6.00	6.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
	Police Communications Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Services Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			34.00	34.00	**34.00**	*0.00*	**34.00**	*0.00*	34.00
1000 - 1060	**Strategic Planning**								
	Administrative Assistant II - Classified	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Business Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Assistant	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Police Equipment Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Services Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Police Support Assistant	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			6.00	6.00	**5.00**	*1.00*	**6.00**	*0.00*	6.00
	Police Totals:		**288.00**	**289.00**	**292.00**	***0.00***	**292.00**	***3.00***	**295.00**
Public Works									
General Fund									
1000 - 0900	**Public Works Administration**								
	Dep Director PW - Utilities	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Executive Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Public Works & Utilities Dir	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			3.50	3.50	**3.50**	*0.00*	**3.50**	*0.00*	3.50
Water Utility Fund									
2050 - 2050	**Utilities-Water/Ww Admin**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Business Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Dep Director PW - Utilities	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Dept Training & Compliance Spc	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Sr Management Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
2050 - 2055	**Utilities Operations Admin**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Instrument Control Tech II	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Lead Instrument Control Tech	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Maintenance Management System Tec	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utilities Operations Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Technology Supervisor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	SCADA Supervisor	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			8.00	8.00	**8.00**	*0.00*	**8.00**	*0.00*	8.00
2050 - 2060	**Greenway Potbl Wtr Trt Plant**								
	Lead Utility Plant Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Op Apprentice	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Operator I	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Utility Plant Operator II	Full	6.60	5.60	**5.60**	*0.00*	**5.60**	*0.00*	5.60
	Utility Treatment Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			10.60	10.60	**10.60**	*0.00*	**10.60**	*0.00*	10.60

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
2050 - 2061	**Quintero Treatment Plant**								
	Utility Plant Operator II	Full	0.40	0.40	**0.40**	*0.00*	**0.40**	*0.00*	0.40
			0.40	0.40	**0.40**	*0.00*	**0.40**	*0.00*	0.40
2050 - 2070	**Production Svcs**								
	Lead Utility System Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utilities Operations Manager	Full	0.20	0.20	**0.20**	*0.00*	**0.20**	*0.00*	0.20
	Utility Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility System Operator I	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Utility System Operator II	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
			8.20	8.20	**8.20**	*0.00*	**8.20**	*0.00*	8.20
2050 - 2080	**Distribution Services**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Utility System Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utilities Operations Manager	Full	0.55	0.55	**0.55**	*0.00*	**0.55**	*0.00*	0.55
	Utility Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility System Op Apprentice	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility System Operator I	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Utility System Operator II	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Utility System Operator Apprentice	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			10.55	10.55	**10.55**	*0.00*	**10.55**	*0.00*	10.55
2050 - 2090	**Blue Staking**								
	Utility Locator II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
2050 - 2120	**Water Resources/Conservation**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Environmental Resources Manager	Full	0.00	0.00	**0.00**	*0.50*	**0.50**	*0.00*	0.50
	Environmental Resources Supv	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Environmental Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Water Policy Administrator	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Environmental Coordinator	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Management Assistant	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Water Resources and Environ Manager	Full	0.00	0.50	**0.50**	*-0.50*	**0.00**	*0.00*	0.00
	Water Resources Manager	Full	0.50	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Water Resources Supervisor	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.50	5.50	**5.50**	*0.00*	**5.50**	*0.00*	5.50
2050 - 2135	**Drinking Water Environmental**								
	Business Systems Analyst	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Cross Connection Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Environmental Quality Compliance Coo	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Environmental Resources Manager	Full	0.00	0.00	**0.00**	*0.25*	**0.25**	*0.00*	0.25
	Laboratory Technician	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Environmental Quality Assurance Offic	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Management Assistant	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Water Resources and Environ Manager	Full	0.00	0.25	**0.25**	*-0.25*	**0.00**	*0.00*	0.00
	Water Resources Manager	Full	0.25	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.25	5.25	**5.25**	*0.00*	**5.25**	*0.00*	5.25
Wastewater Utility Fund									
2400 - 2470	**Beardsley Water Reclamation Facility**								
	Lead Utility Plant Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Operator II	Full	1.00	1.00	**1.00**	*1.00*	**2.00**	*0.00*	2.00
	Utility Treatment Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Operator I	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
			4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
2400 - 2480	**Wastewater Collection/Prevention**								
	Lead Utility System Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utilities Operations Manager	Full	0.25	0.25	**0.25**	*0.00*	**0.25**	*0.00*	0.25
	Utility Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility System Op Apprentice	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility System Operator I	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Utility System Operator II	Full	4.00	3.00	**3.00**	*0.00*	**3.00**	*2.00*	5.00
			8.25	8.25	**8.25**	*0.00*	**8.25**	*2.00*	10.25
2400 - 2490	**Wastewater Environmental**								
	Environmental Compliance Inspector	Full	0.00	0.00	**0.00**	*2.00*	**2.00**	*0.00*	2.00
	Environmental Compliance Supervisor	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Environmental Quality Compliance Coo	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Environmental Resources Manager	Full	0.00	0.00	**0.00**	*0.25*	**0.25**	*0.00*	0.25
	Lead Environmental Compliance Inspe	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Environmental Quality Assurance Offic	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Lead Water Quality Inspector	Full	1.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Water Quality Inspector	Full	3.00	2.00	**2.00**	*-2.00*	**0.00**	*0.00*	0.00
	Water Resources and Environ Manager	Full	0.00	0.25	**0.25**	*-0.25*	**0.00**	*0.00*	0.00
	Water Resources Manager	Full	0.25	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.25	5.25	**5.25**	*0.00*	**5.25**	*0.00*	5.25
2400 - 2495	**Jomax Water Reclamation Facility**								
	Lead Utility Plant Operator	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Operator II	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Utility Treatment Supervisor	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
2400 - 2496	**Butler Water Reclamation Facility**								
	Lead Utility Plant Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Mechanic II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Operator I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Utility Plant Operator II	Full	5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Utility Treatment Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			9.00	9.00	**9.00**	*0.00*	**9.00**	*0.00*	9.00
Commercial Solid Waste Fund									
2590 - 2720	**Commercial Front Load**								
	Equipment Operator	Full	6.00	6.50	**6.50**	*-2.25*	**4.25**	*0.00*	4.25
	Lead Equipment Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Solid Waste Supervisor	Full	0.20	0.20	**0.20**	*-0.10*	**0.10**	*0.00*	0.10
	Solid Waste Worker	Full	1.00	1.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			8.20	8.70	**7.70**	*-2.35*	**5.35**	*0.00*	5.35
2590 - 2730	**Commercial Roll-Off**								
	Equipment Operator	Full	0.00	0.00	**0.00**	*2.25*	**2.25**	*0.00*	2.25
	Solid Waste Supervisor	Full	0.00	0.00	**0.00**	*0.10*	**0.10**	*0.00*	0.10
			0.00	0.00	**0.00**	*2.35*	**2.35**	*0.00*	2.35
Residential Solid Waste Fund									
2600 - 2750	**Solid Waste Admin**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*1.00*	**2.00**	*0.00*	2.00
	Management Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Solid Waste Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant I	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Administrative Assistant I - Classified	Full	0.00	1.00	**1.00**	*-1.00*	**0.00**	*0.00*	0.00
	Classified Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
2600 - 2760	**Residential Collection**								
	Equipment Operator	Part	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Equipment Operator	Full	16.00	16.00	**16.00**	*0.00*	**16.00**	*2.00*	18.00
	Lead Equipment Operator	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Solid Waste Supervisor	Full	0.80	0.80	**0.80**	*0.00*	**0.80**	*1.00*	1.80
	Solid Waste Worker	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			20.80	20.80	**21.80**	*0.00*	**21.80**	*3.00*	24.80

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
2600 - 2770	**Residential Recycling**								
	Equipment Operator	Full	8.00	8.00	**8.00**	*0.00*	**8.00**	*1.00*	9.00
	Lead Equipment Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Solid Waste Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			10.00	10.00	**10.00**	*0.00*	**10.00**	*1.00*	11.00
2600 - 2810	**Solid Waste Environmental**								
	Environmental Coordinator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Environmental Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
Storm Water Drainage System Fund									
2700 - 2900	**Storm Drain - NPDES**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Transportation Technician	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Public Works Operations Manager	Full	0.20	0.20	**0.20**	*0.00*	**0.20**	*0.00*	0.20
	Transportation Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Transportation Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			4.20	4.20	**4.20**	*0.00*	**4.20**	*0.00*	4.20
Fleet Maintenance Fund									
3000 - 3420	**Fleet Maintenance**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Automotive Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Automotive Technician II	Full	6.00	6.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
	Fleet Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Fleet Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Automotive Technician	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Analyst	Full	0.50	0.50	**0.50**	*0.00*	**0.50**	*0.00*	0.50
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			11.50	11.50	**11.50**	*0.00*	**11.50**	*0.00*	11.50
Public Works-Facilities Fund									
3250 - 3650	**Facilities Admin**								
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Business Analyst	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Manager	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
3250 - 3660	**Custodial Services**								
	Custodian	Part	0.00	0.75	**0.75**	*0.00*	**0.75**	*0.00*	0.75
	Custodian	Full	6.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Facilities Maintenance Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Technician I	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Lead Custodian	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			11.00	10.75	**10.75**	*0.00*	**10.75**	*0.00*	10.75
3250 - 3661	**Nighttime Facilities Services**								
	Custodian	Part	1.75	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Custodian	Full	4.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
	Facilities Maintenance Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Operations Tech	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Lead Custodian	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Operations Technician	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			10.75	11.00	**11.00**	*0.00*	**11.00**	*0.00*	11.00

Schedule 7 – Authorized Personnel*

Fund/Dept	Division		Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
3250 - 3690	**Facilities Operating Projects**								
	City Security Coordinator	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Civil Engineer	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Construction Superintendent	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Public Works Project Coordinator	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Security Coordinator	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.00	5.00	**5.00**	*0.00*	**5.00**	*0.00*	5.00
3250 - 3700	**Technical Operations**								
	Facilities Operations Tech	Full	0.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Facilities Technical Operations Supervi	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Facilities Technician II	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Lead Facilities Systems Operations Tec	Full	0.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Facilities Operations Technician	Full	3.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Facilities Systems Ops Analyst	Full	2.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			9.00	9.00	**9.00**	*0.00*	**9.00**	*0.00*	9.00
Streets Fund									
7000 - 7000	**Streets Admin**								
	Administrative Assistant I - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Administrative Assistant II - Classified	Full	0.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Management Assistant	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Public Works Operations Manager	Full	0.80	0.80	**0.80**	*0.00*	**0.80**	*0.00*	0.80
	Street Maintenance Supervisor	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Administrative Assistant I	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
	Administrative Assistant II	Full	1.00	0.00	**0.00**	*0.00*	**0.00**	*0.00*	0.00
			5.80	5.80	**5.80**	*0.00*	**5.80**	*0.00*	5.80
7000 - 7010	**Signs And Striping**								
	Lead Transportation Technician	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Street Maintenance Worker	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Transportation Mtce Specialist	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Transportation Technician I	Full	4.00	4.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Transportation Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			8.00	8.00	**7.00**	*0.00*	**7.00**	*0.00*	7.00
7000 - 7020	**Traffic Signal Maintenance**								
	Lead Traffic Signal Technician	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Traffic Signal Technician I	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Traffic Signal Technician III	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Transportation Technician I	Full	0.00	0.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			5.00	5.00	**6.00**	*0.00*	**6.00**	*0.00*	6.00
7000 - 7030	**Street Maintenance**								
	Equipment Operator	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Lead Equipment Operator	Full	4.00	4.00	**4.00**	*-1.00*	**3.00**	*0.00*	3.00
	Pavement Maintenance Coordtr	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Public Works Inspector	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Street Maintenance Supervisor	Full	0.00	0.00	**0.00**	*1.00*	**1.00**	*0.00*	1.00
	Street Maintenance Worker	Full	4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
	Transportation Technician II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			16.00	16.00	**16.00**	*0.00*	**16.00**	*0.00*	16.00
7000 - 7040	**Sweeper Operations**								
	Equipment Operator	Full	3.00	3.00	**3.00**	*0.00*	**3.00**	*0.00*	3.00
	Lead Equipment Operator	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			4.00	4.00	**4.00**	*0.00*	**4.00**	*0.00*	4.00
Transit Fund									
7150 - 7200	**Transit Division**								
	Transit Dispatcher	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Transit Operator I	Full	2.00	2.00	**2.00**	*0.00*	**2.00**	*0.00*	2.00
	Transit Operator I	Part	1.50	1.50	**1.50**	*0.00*	**1.50**	*0.00*	1.50
	Transit Operator II	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
	Transit Supervisor	Full	1.00	1.00	**1.00**	*0.00*	**1.00**	*0.00*	1.00
			7.50	7.50	**7.50**	*0.00*	**7.50**	*0.00*	7.50

Schedule 7 – Authorized Personnel*

Fund/Dept	Division	Budget FY 2013	Budget FY 2014	Budget FY 2015	*Base Change*	Revised FY 2015	*Change in Position*	Budget FY 2016
	Public Works Totals:	**234.25**	**234.75**	**234.75**	***0.00***	**234.75**	***6.00***	**240.75**
	City Totals:	**1,098.06**	**1,114.87**	**1,121.87**	***-1.00***	**1,120.87**	***24.75***	**1,145.62**
	Full	1,072.25	1,089.75	**1,096.75**	*0.00*	**1,096.75**	*23.00*	1,119.75
	Part	25.81	25.12	**25.12**	*-1.00*	**24.12**	*1.75*	25.87

***Schedule 7 - Authorized Personnel: This schedule counts Full Time Equivalents (FTE's) by position. (1.0 FTE is equal to 2,080 hours). Included are all Full-time positions and only Part-time positions that receive benefits.**

Schedule 8 - Debt Service

	ORIGINAL ISSUE	OUTSTANDING 7/1/2015	PRINCIPAL	INTEREST	ISSUANCE COSTS	CONTRACT PAYMENTS	TOTAL REQUIREMENTS
GENERAL OBLIGATION BONDS							
Existing Debt:							
GO Series 2007A	$94,380,000	$54,300,000	$3,595,000	$2,236,219	$0	$350	$5,831,569
GO Series 2007B Refunding	$18,365,000	$7,440,000	$1,790,000	$261,800	$0	$350	$2,052,150
GO Series 2009	$68,440,000	$34,250,000	$1,935,000	$1,360,190	$0	$350	$3,295,540
GO Series 2010	$29,170,000	$22,130,000	$1,065,000	$873,388	$0	$350	$1,938,738
GO Series 2012A	$14,715,000	$13,575,000	$600,000	$427,113	$0	$350	$1,027,463
GO Series 2012B	$13,690,000	$11,230,000	$1,280,000	$242,050	$0	$350	$1,522,400
Sub-Total Existing GO Debt	**$238,760,000**	**$142,925,000**	**$10,265,000**	**$5,400,760**	**$0**	**$2,100**	**$15,667,860**
Proposed Debt:							
Proposed GO Debt	$22,665,880	$22,665,880	$0	$550,000	$200,000	$0	$750,000
Total GO Debt	**$261,425,880**	**$165,590,880**	**$10,265,000**	**$5,950,760**	**$200,000**	**$2,100**	**$16,417,860**
MUNICIPAL DEVELOPMENT AUTHORITY							
Existing Debt:							
MDA Series 2006 Community Theater	$6,675,000	$4,220,000	$310,000	$168,806	$0	$2,500	$481,306
MDA Series 2008 Street Capital Projects - TST	$47,000,000	$32,915,000	$2,385,000	$1,545,500	$0	$2,500	$3,933,000
MDA Series 2011 GRIC Water Rights	$7,920,000	$6,665,000	$455,000	$248,125	$0	$2,500	$705,625
MDA Series 2012	$35,510,000	$32,930,000	$1,320,000	$1,150,876	$0	$3,500	$2,474,376
Sub-Total Existing MDA Debt	**$97,105,000**	**$76,730,000**	**$4,470,000**	**$3,113,307**	**$0**	**$11,000**	**$7,594,307**
Proposed Debt:							
Proposed MDA Debt	$30,300,000	$30,300,000	$0	$800,000	$350,000	$0	$1,150,000
Total MDA Debt	**$127,405,000**	**$107,030,000**	**$4,470,000**	**$3,913,307**	**$350,000**	**$11,000**	**$8,744,307**
WATER & SEWER REVENUE BONDS							
Existing Debt:							
2000 Water & Sewer Bonds (WIFA)-Phase III	$1,964,789	$970,608	$105,564	$36,169	$0	$200	$141,933
2006 Water Revenue Bonds (WIFA)- Clean Water Phase 1	$27,183,342	$19,704,991	$1,383,414	$582,568	$0	$50	$1,966,032
2006 Water Revenue Bonds (WIFA)- Clean Water Phase 2	$42,741,542	$31,963,448	$2,009,172	$1,020,405	$0	$50	$3,029,627
2006 Water Revenue Bonds (WIFA)- Clean Water Phase 3	$8,575,248	$6,827,898	$386,786	$230,880	$0	$50	$617,716
2009 Sewer Revenue Bonds (WIFA) - Section A Sewer Rehab (CW-(	$727,612	$572,170	$33,175	$19,315	$0	$0	$52,490
2009 Water Revenue Bonds (WIFA) - Water Lines/Station Upgrades	$8,030,340	$6,213,182	$360,688	$120,593	$0	$200	$481,481
2009 Sewer Revenue Bonds (WIFA) - Sewer Rehab & Operations Bl	$3,733,794	$2,872,653	$182,669	$55,627	$0	$0	$238,296
2009 Water Revenue Bonds (WIFA) - Beardsley WRF Ph III (CW-(	$4,371,597	$3,493,392	$193,252	$111,142	$0	$0	$304,394
WIFA DW-127-2009 Pin Pk Wtr Ln - UT00278	$757,624	$592,799	$31,439	$18,640	$0	$200	$50,279
2010 Water & Sewer Revenue Bonds Refunding (Series 1998A and 2	$15,780,000	$11,570,000	$1,280,000	$404,275	$0	$0	$1,684,275
2012 Water & Sewer Revenue Bonds Refunding	$23,280,000	$16,485,000	$3,490,000	$572,150	$0	$0	$4,062,150
Sub-total Existing Water & Sewer Revenue Debt	**$137,145,888**	**$101,266,141**	**$9,456,159**	**$3,171,764**	**$0**	**$750**	**$12,628,673**
Proposed Debt:							
Proposed Water Revenue Bonds	$7,540,000	$7,540,000	$0	$200,000	$75,000	$0	$275,000
Proposed Wastewater Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
Total Water & Sewer Revenue Bonds	**$144,685,888**	**$108,806,141**	**$9,456,159**	**$3,371,764**	**$75,000**	**$750**	**$12,903,673**
IMPROVEMENT DISTRICTS							
Existing Debt:							
ID 0601	$4,950,000	$2,855,000	$355,000	$121,338	$0	$400	$476,738
Sub-Total Existing I.D. Debt	**$4,950,000**	**$2,855,000**	**$355,000**	**$121,338**	**$0**	**$400**	**$476,738**
Proposed I.D. Debt							
Proposed I.D. Debt	$0	$0	$0	$0	$0	$0	$0
Total ID Debt	**$4,950,000**	**$2,855,000**	**$355,000**	**$121,338**	**$0**	**$400**	**$476,738**
DEVELOPMENT AGREEMENTS							
Existing Debt:							
Westcor Partners, Ltd. (Target)	$0	$0	$0	$0	$0	$0	$0
DMB Circle Partners	$0	$0	$225,000	$10,000	$0	$0	$235,000
DIB Investments (Berge Lexus)	$0	$0	$120,000	$0	$0	$0	$120,000
BCC Development (Bell Acura)	$0	$0	$0	$0	$0	$0	$0
Phoenix Motor Co (Mercedes)	$0	$0	$130,000	$0	$0	$0	$130,000
Walmart	$0	$0	$410,000	$0	$0	$0	$410,000
Arizona Motors (Volkswagen)	$0	$0	$0	$0	$0	$0	$0
Park West	$0	$0	$0	$0	$0	$0	$0
	$0	**$0**	**$885,000**	**$10,000**	**$0**	**$0**	**$895,000**
GRAND TOTALS	**$538,466,768**	**$384,282,021**	**$25,431,159**	**$13,367,169**	**$625,000**	**$14,250**	**$39,437,578**

Schedule 9 - Summary of Operating Capital

Fund/Division	Account	FY 2016	Comment
Fleet Reserve Fund			
Public Works			
Fleet Reserve	542501	$30,200	Unmarked Replaces Veh #1214
Fleet Reserve	542501	$55,000	FY16 Supp: Police Officer (2)-Vehicle w/ radio
Fleet Reserve	542501	$30,200	Unmarked Replaces Veh #1020
Fleet Reserve	542501	$30,200	Unmarked Replaces Veh #1200
Fleet Reserve	542501	$30,617	Estimated carryover for vehicles not purchased in prior year.
Fleet Reserve	542502	$41,200	Full Size P/U 1 Ton Replaces Veh #977
Fleet Reserve	542502	$31,200	Full Size P/U 1/2 Ton Replaces Veh #1189
Fleet Reserve	542502	$31,200	Full Size P/U 1/2 Ton Replaces Veh #1197
Fleet Reserve	542502	$31,200	Full Size P/U 1/2 Ton Replaces Veh #1212
Fleet Reserve	542502	$31,200	Full Size P/U 1/2 Ton Replaces Veh #1318
Fleet Reserve	542502	$45,000	PPV Replaces Veh #1660
Fleet Reserve	542502	$38,200	Full Size P/U 3/4 Ton Replaces Veh #1320
Fleet Reserve	542502	$30,600	Full Size P/U 1 Ton Replaces Veh #1306
Fleet Reserve	542502	$30,600	Full Size P/U 1 Ton Replaces Veh #1345
Fleet Reserve	542502	$25,750	Full Size P/U 1/2 Ton Replaces Veh #1131
Fleet Reserve	542502	$32,250	Van Replaces Veh #1182
Fleet Reserve	542502	$24,000	Full Size P/U 1/2 Ton Replaces Veh #875
Fleet Reserve	542502	$45,000	PPV Replaces Veh #1337
Fleet Reserve	542502	$45,000	PPV Replaces Veh #1607
Fleet Reserve	542502	$33,200	Van Replaces Veh #1586
Fleet Reserve	542502	$45,000	PPV Replaces Veh #1382
Fleet Reserve	542502	$27,500	Full Size P/U 3/4 Ton Replaces Veh #1330
Fleet Reserve	542502	$32,900	Full Size P/U 1/2 Ton Replaces Veh #1390
Fleet Reserve	542502	$28,500	Full Size P/U 1/2 Ton Replaces Veh #1097
Fleet Reserve	542502	$55,100	FY16 Supp: Animal Control Truck-Animal Control Truck with Cages
Fleet Reserve	542502	$28,000	FY16 Supp: Pioneer Community Park - Transportation Needs-1/2 ton single cab F150
Fleet Reserve	542502	$31,200	FY16 Supp: Fire Inspector / Investigator-F150 w Camper Shell
Fleet Reserve	542502	$45,000	PPV Replaces Veh #1653
Fleet Reserve	542502	$25,000	FY16 Carryover:Full Size P/U 3/4 Ton Replaces Vehicle #951-Trucks and Vans
Fleet Reserve	542505	$25,688	Sand Rake Replaces Veh #1328
Fleet Reserve	542505	$25,688	Sand Rake Replaces Veh #1634
Fleet Reserve	542505	$75,130	Mower Replaces Veh #1403
Fleet Reserve	542505	$25,688	Sand Rake Replaces Veh #1228
Fleet Reserve	542505	$15,134	ATV Replaces Veh #1366
Fleet Reserve	542505	$107,200	Dump Truck Replaces Veh #764
Fleet Reserve	542505	$105,000	Loader Replaces Veh #826
Fleet Reserve	542505	$1,535,154	FY16 Carryover:Pumper Replacements-Other Vehicles
	Total - Public Works	**$2,924,699**	
	Total - Fleet Reserve Fund	***$2,924,699***	
General Fund			
Finance Utilities			
Meter Services	543008	$362,114	Meters for regular replacement program.
	Total - Finance Utilities	**$362,114**	

Schedule 9 - Summary of Operating Capital

Fund/Division	Account	FY 2016	Comment
Fire-Medical			
Fire Operations	542002	$81,200	FY16 Supp: Thermal Imaging Cameras-14 Thermal Imaging Cameras at $5,800 each
Total - Fire-Medical		**$81,200**	
Police			
Patrol Services - South	542001	$58,000	FY16 Supp: Ecitation Expansion Project-Electronic Equipment
Total - Police		**$58,000**	
Total - General Fund		***$501,314***	
Information Technology Fund			
Information Technology			
IT Operations	542008	$25,000	FY16 Supp: Network Analyzer Appliance-Network Analyzer Appliance
Total - Information Technology		**$25,000**	
Total - Information Technology Fund		***$25,000***	
IT Project Fund			
Information Technology			
IT Projects	542007	$22,000	FY16 Carryover:Pavement Management Software-Pavement Management Software
IT Projects	542008	$28,235	FY16 Supp: Livescan Booking Workstation-Computer Hardware
IT Projects	543007	$50,000	FY16 Carryover:IDS/Core-Security Intrusion Detection System (IDS) Core
IT Projects	543007	$100,625	FY16 Carryover:Disaster Recovery Consulting/Planning Phase I-Disaster Recovery Phase I
IT Projects	543007	$5,940	FY16 Carryover:Repl - Financial & Registration System (Comm Svcs)-Computer Hardware - Comm Svcs System
IT Projects	543007	$40,000	FY16 Supp: HelpDesk System Upgrade/Replacement-HelpDesk System Upgrade/Replacement
IT Projects	543007	$17,850	FY16 Carryover:Repl - Financial & Registration System (Comm Svcs)-Implementation Services - Comm Svcs System
IT Projects	543007	$57,200	FY16 Carryover:Repl - Financial & Registration System (Comm Svcs)-Hosted Software - Comm Svcs System
IT Projects	543007	$450,000	FY16 Carryover:Automated Time and Attendance System-Automated Time and Attendance System
Total - Information Technology		**$771,850**	
Total - IT Project Fund		***$771,850***	
IT Reserve Fund			
Information Technology			
Res For System Comp Eqt	542008	$200,000	FY16 Server Replacements
Res For System Comp Eqt	543007	$300,000	FY2016 PD Server Replacements
Res For Personal Comp Eqt	542008	$2,100	FY16 Supp: Utility System Operators II-Vehicle Docking Station Person# 01
Res For Personal Comp Eqt	542008	$185	FY16 Supp: Utility System Operators II-PC Docking Station Person# 02
Res For Personal Comp Eqt	542008	$2,100	FY16 Supp: Police Officer (2)-Vehicle Docking Station

Schedule 9 - Summary of Operating Capital

Fund/Division	Account	FY 2016	Comment
Res For Personal Comp Eqt	542008	$185	FY16 Supp: Utility System Operators II-PC Docking Station Person# 01
Res For Personal Comp Eqt	543007	$975	FY16 Supp: Computer Workstations-Data Drop (3)
Res For Personal Comp Eqt	543007	$325	FY16 Supp: Utility System Operators II-Toughbook Data Drop Person# 01
Res For Personal Comp Eqt	543007	$325	FY16 Supp: Crime Scene Technician-Data Drop
Res For Personal Comp Eqt	543007	$325	FY16 Supp: Solid Waste Supervisor-Data Drop
Res For Personal Comp Eqt	543007	$325	FY16 Supp: Utility System Operators II-Toughbook Data Drop Person# 02
Total - Information Technology		**$506,845**	
Total - IT Reserve Fund		***$506,845***	
Percent for the Arts Fund			
Community Services			
Percent For The Arts	541003	$880,000	FY16 Carryover:Large-Scale Public Art-Imp Other Than Land/Buildings
Total - Community Services		**$880,000**	
Total - Percent for the Arts Fund		***$880,000***	
Solid Waste Equipment Reserve Fund			
Public Works			
Solid Waste Eqt Reserve	542501	$15,000	Estimated carryover for vehicles not purchased in prior year.
Solid Waste Eqt Reserve	542502	$32,900	Full Size P/U 1/2 Ton Replaces Veh #1206
Solid Waste Eqt Reserve	542505	$305,100	Side Loader Replaces Veh #1624
Solid Waste Eqt Reserve	542505	$259,100	Rear Loader Replaces Veh #1310
Solid Waste Eqt Reserve	542505	$259,100	Rear Loader Replaces Veh #1309
Solid Waste Eqt Reserve	542505	$305,100	Front Loader Replaces Veh #1631
Solid Waste Eqt Reserve	542505	$305,100	Side Loader Replaces Veh #1625
Solid Waste Eqt Reserve	542505	$125,300	Container Handler Replaces Veh #695
Solid Waste Eqt Reserve	542505	$305,100	Side Loader Replaces Veh #1623
Solid Waste Eqt Reserve	542505	$305,100	Side Loader Replaces Veh #1626
Total - Public Works		**$2,216,900**	
Total - Solid Waste Equipment Reserve Fund		***$2,216,900***	
Solid Waste Expansion Fund			
Public Works			
Solid Waste Expansion	542502	$26,000	FY16 Supp: Solid Waste Supervisor-Pick up truck for operations and response
Solid Waste Expansion	542505	$303,000	FY16 Supp: Solid Waste Equipment Operator-Automated Side Load Sanitation Vehicle
Total - Public Works		**$329,000**	
Total - Solid Waste Expansion Fund		***$329,000***	

Schedule 9 - Summary of Operating Capital

Fund/Division	Account	FY 2016	Comment
Sports Complex Eqt Reserve Fund			
Community Services			
Complex Eqt Reserve	542505	$25,688	Sand Rake Replaces Veh #1316
Complex Eqt Reserve	542505	$24,700	Utility Vehicle Replaces Veh #1298
Complex Eqt Reserve	542505	$75,130	Mower Replaces Veh #1299
Total - Community Services		**$125,518**	
Total - Sports Complex Eqt Reserve Fund		***$125,518***	
State Anti-Racketeering - PD Fund			
Police			
St Anti-Racketeering-Pd	542501	$27,000	FY16 Supp: Crime Scene Technician-Vehicle (1)
St Anti-Racketeering-Pd	542501	$64,000	FY16 Supp: Operational Vehicles (2)-Automobiles w/ Radio (2)
Total - Police		**$91,000**	
Total - State Anti-Racketeering - PD Fund		***$91,000***	
Storm Water Drainage System Fund			
Public Works			
Storm Drain - NPDES	542006	$10,000	FY16 Supp: Replacement Dump trailer-Other Equipment
Total - Public Works		**$10,000**	
Total - Storm Water Drainage System Fund		***$10,000***	
Streets/Transit Equipment Reserve Fund			
Public Works			
Streets/Transit Equipment Reserve	542501	$15,000	Estimated carryover for vehicles not purchased in prior year.
Streets/Transit Equipment Reserve	542502	$225,000	FY16 Supp: Asphalt Patch Truck-Trucks and Vans
Streets/Transit Equipment Reserve	542502	$66,500	Full Size P/U 1 Ton Replaces Veh #1213
Streets/Transit Equipment Reserve	542502	$23,000	FY16 Carryover:Full Size P/U 3/4 Ton Replaces Vehicle #916-Trucks and Vans
Streets/Transit Equipment Reserve	542505	$143,000	FY16 Supp: Transit Replacement Buses-Purchase two (2) replacement buses
Streets/Transit Equipment Reserve	542505	$437,000	Paint Striper Replaces Veh #1265
Streets/Transit Equipment Reserve	542505	$131,000	Aerial Bucket Truck Replaces Veh #1262
Streets/Transit Equipment Reserve	542505	$131,000	Aerial Bucket Truck Replaces Veh #1264
Streets/Transit Equipment Reserve	542505	$310,000	Sweeper Replaces Veh #1515
Streets/Transit Equipment Reserve	542505	$310,000	Sweeper Replaces Veh #1516
Total - Public Works		**$1,791,500**	
Total - Streets/Transit Equipment Reserve Fund		***$1,791,500***	
Wastewater Fund			
Public Works			
Beardsley Water Reclamation Facility	542006	$20,000	Large plant equipment replacement.
Jomax Water Reclamation Facility	542006	$20,000	Large capitalized wastewater equipment replacement.
Butler Water Reclamation Facility	543003	$20,000	Larger capitalized wastewater equipment replacement

Schedule 9 - Summary of Operating Capital

Fund/Division	Account	FY 2016	Comment
Total - Public Works		**$60,000**	
Total - Wastewater Fund		***$60,000***	
Wastewater Equipment Reserve Fund			
Public Works			
Ww Eqt Reserve	542501	$15,000	Estimated carryover for vehicles not purchased in prior year.
Ww Eqt Reserve	542502	$88,000	FY16 Supp: Replacement of Vactor Truck-Trucks and Vans
Ww Eqt Reserve	542502	$27,200	Full Size P/U 1/2 Ton Replaces Veh #1113
Ww Eqt Reserve	542502	$29,700	Full Size P/U 1/2 Ton Replaces Veh #1139
Ww Eqt Reserve	542502	$39,000	FY16 Supp: Utility System Operators II-Vehicle (2)
Ww Eqt Reserve	542505	$283,000	Vactor Truck Replaces Veh #1138
Total - Public Works		**$481,900**	
Total - Wastewater Equipment Reserve Fund		***$481,900***	
Water Fund			
Public Works			
Utilities Operations Admin	542001	$9,000	Capitalized electronic equipment.
Greenway Potbl Wtr Trt Plant	543002	$50,000	To cover capitalized expenditures.
Total - Public Works		**$59,000**	
Total - Water Fund		***$59,000***	
Water Equipment Reserve Fund			
Public Works			
Wtr Eqt Reserve	542502	$27,300	Van Replaces Veh #1117
Wtr Eqt Reserve	542505	$158,000	Dump Truck Replaces Veh #660
Wtr Eqt Reserve	542505	$105,200	Dump Truck Replaces Veh #751
Total - Public Works		**$290,500**	
Total - Water Equipment Reserve Fund		***$290,500***	
Total - Operating Capital		**$11,065,026**	

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016
Project Type - Drainage				
81st Ave - Varney Pk Drainage Solution				
EN00482CO	GO Bonds 2010	4240-4240-543004	CIPDR	$225,000
			Project Total	**$225,000**
Beardsley Rd Channel Improvements				
PW00112SY	Proposed GO Bonds	4251-4251-520099	CIPDR	$60,000
PW00112DS	Proposed GO Bonds	4251-4251-543004	CIPDR	$120,000
			Project Total	**$180,000**
Community Works Program				
COP0001CO	General	1000-0310-543004	CIPDR	$50,446
			Project Total	**$50,446**
Neighborhood Drainage Program				
EN00458CO	Proposed GO Bonds	4251-4251-543004	CIPDR	$607,000
			Project Total	**$607,000**
New River & Jomax Road Concrete Box Culvert				
EN00354DS	Proposed GO Bonds	4251-4251-543004	CIPDR	$2,000
EN00354CO	Proposed GO Bonds	4251-4251-543004	CIPDR	$15,000
			Project Total	**$17,000**
Peoria Storm Drain Master Plan - Land Preservation				
EN00524LA	Proposed GO Bonds	4251-4251-540000	CIPDR	$200,000
			Project Total	**$200,000**
Silverton Sub - DVR Drainage Channel Modifications				
EN00473CO	Proposed GO Bonds	4251-4251-543004	CIPDR	$195,000
			Project Total	**$195,000**
Sunrise Mtn High School Basin Modifications				
EN00478CO	Proposed GO Bonds	4251-4251-543004	CIPDR	$136,000
			Project Total	**$136,000**
Union Hills Channel				
EN00137CO	GO Bonds 2010	4240-4240-543004	CIPDR	$75,853
EN00137CO	Proposed GO Bonds	4251-4251-543004	CIPDR	$651,915
			Project Total	**$727,768**
			Total - Drainage	***$2,338,214***

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Operational Facilities

Arts Distribution FY2016

AT02016AT	General	1000-0310-525515	CIPOF	$24,098
AT02016AT	Half Cent Sales Tax	1210-0350-525515	CIPOF	$2,650
AT02016AT	Water	2050-2140-525515	CIPOF	$104,392
AT02016AT	Water	2050-2140-544001	CIPOF	$115,420
AT02016AT	Water Expansion	2161-2221-525515	CIPOF	$16,835
AT02016AT	Water Impact Fees - Post 1-1-2012	2162-2221-525515	CIPOF	$138
AT02016AT	Water Impact Fees - Post 1-1-2012	2162-2222-525515	CIPOF	$13,704
AT02016AT	Water Impact Fees - South of Bell Rd	2163-2223-525515	CIPOF	$6,533
AT02016AT	Water Impact Fees - North of Bell Rd	2164-2224-525515	CIPOF	$41,993
AT02016AT	Wastewater	2400-2550-525515	CIPOF	$21,868
AT02016AT	Wastewater Impact Fees - East of Agua Fria	2506-2626-525515	CIPOF	$2,178
AT02016AT	Wastewater Impact Fees - West of Agua Fria	2507-2627-525515	CIPOF	$18,236
AT02016AT	Wastewater Impact Fees - Post 1-1-2012	2509-2629-525515	CIPOF	$13,008
AT02016AT	Wastewater Expansion (Unzoned)	2510-2630-525515	CIPOF	$8,045
AT02016AT	Commercial Solid Waste	2590-2720-525515	CIPOF	$711
AT02016AT	Residential Solid Waste	2600-2760-525515	CIPOF	$2,553
AT02016AT	Proposed MDA Bonds	4233-4233-525515	CIPOF	$300,000
AT02016AT	GO Bonds 2010	4240-4240-525515	CIPOF	$2,766
AT02016AT	GO Bonds 2012	4250-4250-525515	CIPOF	$4,382
AT02016AT	Proposed GO Bonds	4251-4251-525515	CIPOF	$91,370
AT02016AT	Capital Reimbursements from ALCP	4550-4550-525515	CIPOF	$88,091
AT02016AT	Capital Projects-Outside Srces	4810-4810-525515	CIPOF	$28,196
AT02016AT	Highway User	7000-7050-525515	CIPOF	$42,694
AT02016AT	Transportation Sales Tax	7010-7075-525515	CIPOF	$184,960
AT02016AT	River Corridors & Trails Dev	7920-7920-525515	CIPOF	$1,210
AT02016AT	Law Enforcement Dev	7930-7930-525515	CIPOF	$68,634
AT02016AT	Law Enforcement Dev - Post 1-1-2012	7931-7931-525515	CIPOF	$1,816
			Project Total	**$1,206,481**

BioScience Incubator

ED00010OT	Economic Development	1900-1900-522070	CIPOF	$2,452,634
ED00010CO	Economic Development	1900-1900-524506	CIPOF	$15,567
ED00010OT	Capital Reimbursements from ALCP	4550-4550-522070	CIPOF	$485,289
			Project Total	**$2,953,490**

Ch. 11 Infrastructure - Digital Router

OC00001OT	General	1000-0310-542008	CIPOF	$75,000
			Project Total	**$75,000**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Operational Facilities

Chargeback Distribution FY2016

CB02016CB	General	1000-0310-544001	CIPOF	$2,986
CB02016CB	Half Cent Sales Tax	1210-0350-544001	CIPOF	$1,096
CB02016CB	Water	2050-2140-544001	CIPOF	$16,371
CB02016CB	Water Impact Fees - Post 1-1-2012	2162-2221-544001	CIPOF	$2,000
CB02016CB	Wastewater	2400-2550-544001	CIPOF	$45,084
CB02016CB	GO Bonds 2010	4240-4240-544001	CIPOF	$35,022
CB02016CB	GO Bonds 2012	4250-4250-544001	CIPOF	$7,827
CB02016CB	Proposed GO Bonds	4251-4251-544001	CIPOF	$355,910
CB02016CB	Capital Reimbursements from ALCP	4550-4550-544001	CIPOF	$106,558
CB02016CB	Capital Projects-Outside Srces	4810-4810-544001	CIPOF	$108,692
CB02016CB	Highway User	7000-7050-544001	CIPOF	$29,539
CB02016CB	Transportation Sales Tax	7010-7075-544001	CIPOF	$720,440
CB02016CB	River Corridors & Trails Dev	7920-7920-544001	CIPOF	$6,053
CB02016CB	Law Enforcement Dev	7930-7930-544001	CIPOF	$80,058
CB02016CB	Law Enforcement Dev - Post 8-1-2014	7932-7932-544001	CIPOF	$309,700
			Project Total	**$1,827,336**

City Parks Parking Lots - Asphalt Replacement

PW00995CO	Proposed GO Bonds	4251-4251-543004	CIPOF	$135,000
			Project Total	**$135,000**

Citywide Security Program

PW00506EQ	General	1000-0310-541003	CIPOF	$230,000
			Project Total	**$230,000**

Citywide Telecommunications Infrastructure Upgrade

IT00005EQ	IT Reserve	3400-3800-543007	CIPOF	$220,000
			Project Total	**$220,000**

Community Works Program

COP0001CO	General	1000-0310-542003	CIPOF	$658,350
COP0001CO	Capital Projects-Outside Srces	4810-4810-542003	CIPOF	$25,000
COP0001CO	Highway User	7000-7050-543001	CIPOF	$476,190
			Project Total	**$1,159,540**

Data Backup System

IT00007EQ	IT Reserve	3400-3800-542008	CIPOF	$210,000
			Project Total	**$210,000**

Economic Development Opportunity Fund

ED00007OT	Capital Reimbursements from ALCP	4550-4550-522070	CIPOF	$1,091,337
ED00007CO	Capital Reimbursements from ALCP	4550-4550-540500	CIPOF	$14,950
			Project Total	**$1,106,287**

Facilities Replacement (Key Support Systems)

PW00050EQ	General	1000-0310-524002	CIPOF	$150,000
			Project Total	**$150,000**

Facilities Replacement-General Condition Elements

PW00060CO	General	1000-0310-524002	CIPOF	$75,000
			Project Total	**$75,000**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Operational Facilities

Fire Department Building Needs

PW00090CO	General	1000-0310-524002	CIPOF	$220,000
			Project Total	**$220,000**

GE Avionics

ED00015OT	Economic Development	1900-1900-522070	CIPOF	$1,228,000
			Project Total	**$1,228,000**

Interactive Voice Response System Replacement

MS00002CO	General	1000-0310-543007	CIPOF	$3,969
MS00002CO	Water	2050-2140-543007	CIPOF	$4,009
MS00002CO	Wastewater	2400-2550-543007	CIPOF	$4,505
			Project Total	**$12,483**

Land Assembly Opportunity Fund

ED00003LA	Proposed GO Bonds	4251-4251-540000	CIPOF	$2,986,500
			Project Total	**$2,986,500**

Maxwell Technologies

ED00008OT	Economic Development	1900-1900-522070	CIPOF	$1,475,000
			Project Total	**$1,475,000**

Mixed Use Redevelopment (MURP) Parking Structure

ED00014CO	Proposed MDA Bonds	4233-4233-540500	CIPOF	$30,000,000
			Project Total	**$30,000,000**

MOC Fuel Island

PW00305SY	General	1000-0310-520099	CIPOF	$1,312
PW00305CO	General	1000-0310-541003	CIPOF	$273,808
PW00305CO	General	1000-0310-542006	CIPOF	$10,488
PW00305CO	Water	2050-2140-541003	CIPOF	$27,783
PW00305CO	Water	2050-2140-542006	CIPOF	$1,064
PW00305CO	Wastewater	2400-2550-541003	CIPOF	$6,946
PW00305CO	Wastewater	2400-2550-542006	CIPOF	$266
PW00305CO	Commercial Solid Waste	2590-2720-541003	CIPOF	$68,532
PW00305CO	Commercial Solid Waste	2590-2720-542006	CIPOF	$2,625
PW00305CO	Residential Solid Waste	2600-2760-541003	CIPOF	$245,882
PW00305CO	Residential Solid Waste	2600-2760-542006	CIPOF	$9,418
PW00305CO	Highway User	7000-7050-541003	CIPOF	$62,050
PW00305CO	Highway User	7000-7050-542006	CIPOF	$2,377
			Project Total	**$712,551**

MOC Washout Area Modifications

PW00350CO	General	1000-0310-540500	CIPOF	$60,000
			Project Total	**$60,000**

Network Infrastructure Replacement - DCSB

IT00015EQ	IT Reserve	3400-3800-543007	CIPOF	$240,000
			Project Total	**$240,000**

Network Infrastructure Replacement - Sports Complex

IT00019EQ	IT Reserve	3400-3800-543007	CIPOF	$40,000
			Project Total	**$40,000**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Operational Facilities

Old Town Commercial Rehabilitation				
ED00006CO	General	1000-0310-540500	CIPOF	$94,727
ED00006CO	Capital Reimbursements from ALCP	4550-4550-540500	CIPOF	$32,774
			Project Total	**$127,501**
P83 Entertainment District Improvements				
ED00002SY	Streets Capital Projects	4150-4150-520099	CIPOF	$350,000
ED00002CO	Capital Reimbursements from ALCP	4550-4550-541003	CIPOF	$3,550,000
			Project Total	**$3,900,000**
Parking Lot/Structure Maint. for City Buildings				
PW11150CO	General	1000-0310-541003	CIPOF	$30,000
			Project Total	**$30,000**
Peoria Center for Performing Arts				
PW00080SY	General	1000-0310-520099	CIPOF	$50,000
PW00080CO	General	1000-0310-524002	CIPOF	$100,000
			Project Total	**$150,000**
Peoria Transit Center				
PW00325SY	Capital Projects-Outside Srces	4810-4810-520099	CIPOF	$50,165
PW00325LA	Capital Projects-Outside Srces	4810-4810-540000	CIPOF	$782,876
PW00325DS	Capital Projects-Outside Srces	4810-4810-540500	CIPOF	$156,575
			Project Total	**$989,616**
PSAB Security Enhancements				
PD00018SY	GO Bonds 2010	4240-4240-520099	CIPOF	$740
PD00018CO	Proposed GO Bonds	4251-4251-540500	CIPOF	$120,625
PD00018CO	Proposed GO Bonds	4251-4251-543007	CIPOF	$31,303
			Project Total	**$152,668**
Radio Infrastructure Replacements - RWC Upgrades				
IT00024EQ	Capital Reimbursements from ALCP	4550-4550-542001	CIPOF	$408,687
			Project Total	**$408,687**
Radio Subscriber Replacements				
IT00018EQ	Proposed GO Bonds	4251-4251-542006	CIPOF	$549,535
			Project Total	**$549,535**
Transit Park and Ride Lot				
PW00335SY	Capital Projects-Outside Srces	4810-4810-520099	CIPOF	$129,566
			Project Total	**$129,566**
Trine University				
ED00013OT	Economic Development	1900-1900-522070	CIPOF	$1,398,010
			Project Total	**$1,398,010**
			Total - Operational Facilities	***$54,158,251***

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Other

Sports Complex Improvements

CS00022CO	Half Cent Sales Tax	1210-0350-540500	CIPOT	$40,000
			Project Total	**$40,000**
			Total - Other	***$40,000***

Project Type - Parks

75th Avenue and Deer Valley Trailhead

CS00173DS	Proposed GO Bonds	4251-4251-543005	CIPPK	$145,000
CS00173CO	Proposed GO Bonds	4251-4251-543005	CIPPK	$950,000
			Project Total	**$1,095,000**

83rd Avenue and Village Parkway Trail/Trailhead

CS00156LA	GO Bonds 2010	4240-4240-540000	CIPRT	$247,200
CS00156CO	GO Bonds 2010	4240-4240-543005	CIPRT	$100,000
			Project Total	**$347,200**

99th Ave and Olive Trailhead

CS00088CO	Proposed GO Bonds	4251-4251-543005	CIPPK	$1,270,000
CS00088DS	Proposed GO Bonds	4251-4251-543005	CIPRT	$250,000
			Project Total	**$1,520,000**

Camino a Lago Park

CS00054CO	GO Bonds 2010	4240-4240-543005	CIPPK	$32,122
			Project Total	**$32,122**

City-Wide Park Refurbishment

CS00185CO	General	1000-0310-543005	CIPPK	$610,152
			Project Total	**$610,152**

City-Wide Playground Replacement

CS00182EQ	General	1000-0310-542003	CIPPK	$75,000
			Project Total	**$75,000**

Community Center HVAC Enhancements

CS00180CB	General	1000-0310-541003	CIPPK	$15,000
CS00180CO	General	1000-0310-541003	CIPPK	$183,168
			Project Total	**$198,168**

Community Services ADA Compliance

CS00177CO	General	1000-0310-543005	CIPPK	$300,000
			Project Total	**$300,000**

New River Trail - BLM

EN00371CO	GO Bonds 2010	4240-4240-543005	CIPPK	$215,000
EN00371SY	GO Bonds 2012	4250-4250-520099	CIPRT	$110,000
EN00371LA	GO Bonds 2012	4250-4250-540000	CIPRT	$79,529
EN00371CO	GO Bonds 2012	4250-4250-543005	CIPPK	$205,000
EN00371CO	GO Bonds 2012	4250-4250-543005	CIPRT	$169,323
			Project Total	**$778,852**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Parks

New River Trail - Northern to Olive Avenue

CS00125CO	GO Bonds 2010	4240-4240-543005	CIPRT	$23,047
CS00125CO	GO Bonds 2012	4250-4250-543005	CIPRT	$24,888
CS00125CO	Capital Reimbursements from ALCP	4550-4550-543005	CIPRT	$295,000
CS00125CO	River Corridors & Trails Dev	7920-7920-543005	CIPRT	$75,000
			Project Total	**$417,935**

New River Trail - Williams Rd to Happy Valley Rd

CS00128CO	Proposed GO Bonds	4251-4251-543005	CIPPK	$23,628
CS00128DS	Proposed GO Bonds	4251-4251-543005	CIPRT	$100,000
CS00128CO	River Corridors & Trails Dev	7920-7920-543005	CIPPK	$250,000
			Project Total	**$373,628**

Northern Community Park

CS00059SY	Citywide Park/Rec Facility Dev - Post 1-1-2012	7911-7911-520099	CIPPK	$450,000
			Project Total	**$450,000**

Palo Verde Ruin - Interpretive Plan

CS00178CB	General	1000-0310-541003	CIPPK	$5,078
CS00178CO	General	1000-0310-541003	CIPPK	$139,637
CS00178DS	General	1000-0310-541003	CIPPK	$25,389
CS00178DS	Proposed GO Bonds	4251-4251-541003	CIPPK	$74,611
CS00178CB	Proposed GO Bonds	4251-4251-541003	CIPPK	$14,922
CS00178CO	Proposed GO Bonds	4251-4251-541003	CIPPK	$410,363
			Project Total	**$670,000**

Pioneer Community Park Concrete Replacement

CS00186CO	General	1000-0310-541003	CIPPK	$76,300
CS00186CB	General	1000-0310-541003	CIPPK	$1,500
			Project Total	**$77,800**

Sonoran Preservation Program (Open Space)

CS00089SY	Proposed GO Bonds	4251-4251-520099	CIPRT	$76,398
CS00089LA	Proposed GO Bonds	4251-4251-540000	CIPRT	$1,540,634
CS00089LA	Open Space Dev	7915-7915-540000	CIPRT	$2,053,816
			Project Total	**$3,670,848**

Sports Complex Asphalt Remediation

CS00179CO	Half Cent Sales Tax	1210-0350-541003	CIPPK	$225,000
			Project Total	**$225,000**

Sports Complex Improvements

CS00022CO	General	1000-0310-520510	CIPPK	$2,915
CS00022CO	General	1000-0310-540500	CIPPK	$143,685
CS00022AT	Half Cent Sales Tax	1210-0350-525515	CIPPK	$80,939
CS00022CO	Proposed GO Bonds	4251-4251-540500	CIPPK	$3,510,784
			Project Total	**$3,738,323**

Total - Parks ***$14,580,028***

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Public Safety

CAD Replacement

PD00013OT	GO Bonds 2010	4240-4240-520504	CIPPS	$3,000
PD00013CO	GO Bonds 2010	4240-4240-543007	CIPPS	$50,000
			Project Total	**$53,000**

Pinnacle Peak Public Safety Facility Expansion

PD00021CO	Proposed GO Bonds	4251-4251-540500	CIPPS	$1,407,000
PD00021CO	Law Enforcement Dev	7930-7930-540500	CIPPS	$7,111,274
PD00021CO	Law Enforcement Dev	7930-7930-542006	CIPPS	$198,052
PD00021LA	Law Enforcement Dev - Post 1-1-2012	7931-7931-540000	CIPPS	$62,663
PD00021CO	Law Enforcement Dev - Post 1-1-2012	7931-7931-540500	CIPPS	$257,399
PD00021CO	Law Enforcement Dev - Post 8-1-2014	7932-7932-540500	CIPPS	$282,152
PD00021EQ	Law Enforcement Dev - Post 8-1-2014	7932-7932-542006	CIPPS	$126,148
			Project Total	**$9,444,688**

Total - Public Safety ***$9,497,688***

Project Type - Streets

103rd Av; Northern Av to Olive Av -Full Street

EN00422CO	Proposed GO Bonds	4251-4251-543001	CIPST	$500,000
EN00422LA	Transportation Sales Tax	7010-7075-540000	CIPST	$400,000
EN00422CO	Transportation Sales Tax	7010-7075-543001	CIPST	$3,937,131
			Project Total	**$4,837,131**

75th Av & Peoria Av Intersection Improvements

EN00081LA	Capital Projects-Outside Srces	4810-4810-540000	CIPST	$660,000
EN00081CO	Capital Projects-Outside Srces	4810-4810-543001	CIPST	$2,012,544
EN00081LA	Transportation Sales Tax	7010-7075-540000	CIPST	$37,600
EN00081CO	Transportation Sales Tax	7010-7075-543001	CIPST	$1,431,394
			Project Total	**$4,141,538**

75th Ave & Cactus Rd Intersection Improvements

EN00088LA	Capital Projects-Outside Srces	4810-4810-540000	CIPST	$1,600,000
EN00088CO	Capital Projects-Outside Srces	4810-4810-543001	CIPST	$2,033,638
EN00088LA	Transportation Sales Tax	7010-7075-540000	CIPST	$260,000
EN00088CO	Transportation Sales Tax	7010-7075-543001	CIPST	$2,828,505
			Project Total	**$6,722,143**

79th Ave; Eugie to Tbird Rd; Intersection Widening

EN00116LA	Transportation Sales Tax	7010-7075-540000	CIPST	$100,000
EN00116CO	Transportation Sales Tax	7010-7075-543001	CIPST	$903,000
			Project Total	**$1,003,000**

83rd Av Roadway Modifications; Bell to Paradise

EN00459CO	Transportation Sales Tax	7010-7075-543001	CIPST	$100,000
			Project Total	**$100,000**

87th Av & Peoria Av Intersection Alignment

PW00109LA	Transportation Sales Tax	7010-7075-540000	CIPST	$116,125
			Project Total	**$116,125**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Streets

88th Ave & Hatcher Rd One-Half Street Improvements

EN00325CO	Transportation Sales Tax	7010-7075-543001	CIPST	$320,000
			Project Total	**$320,000**

89th Ave; Golden Ln to Olive Av

EN00472LA	Proposed GO Bonds	4251-4251-540000	CIPST	$140,000
EN00472CO	Proposed GO Bonds	4251-4251-543001	CIPST	$32,000
EN00472CO	Transportation Sales Tax	7010-7075-543001	CIPST	$75,000
			Project Total	**$247,000**

91st Ave; Deer Valley Rd to Pinnacle Pk Rd

EN00505CO	Capital Reimbursements from ALCP	4550-4550-543001	CIPST	$310,000
EN00505DS	Capital Reimbursements from ALCP	4550-4550-543001	CIPST	$30,000
			Project Total	**$340,000**

99th Av Reconstruction; Butler Dr to Olive Av

EN00421SY	Transportation Sales Tax	7010-7075-520099	CIPST	$40,000
EN00421DS	Transportation Sales Tax	7010-7075-543001	CIPST	$400,000
			Project Total	**$440,000**

ADA Accessibility Program

PW00025SY	Highway User	7000-7050-520099	CIPST	$102,000
PW00025CO	Highway User	7000-7050-543001	CIPST	$388,431
			Project Total	**$490,431**

Bridge Maintenance and Management Program

EN00243CO	Transportation Sales Tax	7010-7075-543001	CIPST	$481,993
			Project Total	**$481,993**

Community Works Program

COP0001CO	Highway User	7000-7050-543001	CIPST	$160,000
			Project Total	**$160,000**

Deer Valley Rd; 109th Av to Lake Pleasant Pkwy

EN00395LA	Transportation Sales Tax	7010-7075-540000	CIPST	$230,000
EN00395DS	Transportation Sales Tax	7010-7075-543001	CIPST	$100,000
EN00395CO	Transportation Sales Tax	7010-7075-543001	CIPST	$2,000,000
			Project Total	**$2,330,000**

Dirt Shoulders, Dust Abatement PM-10 Program

PW01001CO	Capital Projects-Outside Srces	4810-4810-543001	CIPST	$2,044,002
PW01001CO	Highway User	7000-7050-543001	CIPST	$539,622
			Project Total	**$2,583,624**

Lake Pleasant Parkway Sidewalk

EN00480CO	Transportation Sales Tax	7010-7075-543001	CIPST	$810,000
			Project Total	**$810,000**

Lake Pleasant Pkwy; Westwing to L303 (4 Lanes)

EN00241CO	Transportation Sales Tax	7010-7075-543001	CIPST	$65,000
			Project Total	**$65,000**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016
Project Type - Streets				
Lone Mountain ROW Acquistion				
EN00479LA	Transportation Sales Tax	7010-7075-540000	CIPST	$3,600,000
			Project Total	**$3,600,000**
LPP & 91st Av Right Turn Lanes				
EN00359CO	Highway User	7000-7050-543001	CIPST	$200,000
EN00359DS	Transportation Sales Tax	7010-7075-543001	CIPST	$48,000
EN00359CO	Transportation Sales Tax	7010-7075-543001	CIPST	$100,000
			Project Total	**$348,000**
Major Street Repairs				
PW00027CO	Highway User	7000-7050-543001	CIPST	$101,000
PW00027CO	Transportation Sales Tax	7010-7075-543001	CIPST	$49,000
			Project Total	**$150,000**
Northern Parkway				
EN00142CO	Proposed GO Bonds	4251-4251-543001	CIPST	$1,600,000
			Project Total	**$1,600,000**
Pinnacle Peak Rd & 102nd Av Widening; 102-LPP				
EN00151DS	Proposed GO Bonds	4251-4251-543001	CIPST	$78,200
			Project Total	**$78,200**
Pinnacle Pk Rd & LPP Intersection Improvements				
EN00513DS	Capital Reimbursements from ALCP	4550-4550-543001	CIPST	$18,500
EN00513CO	Capital Reimbursements from ALCP	4550-4550-543001	CIPST	$779,000
			Project Total	**$797,500**
Pyramid Pk Rd and Sonoran Mtn Ranch Rdwy Imp				
EN00501DS	Capital Reimbursements from ALCP	4550-4550-543001	CIPST	$95,000
			Project Total	**$95,000**
Sidewalks Annual Program				
PW00046CO	Highway User	7000-7050-543001	CIPST	$200,131
			Project Total	**$200,131**
Street Light Infill and Replacement Program				
PW11160CO	Highway User	7000-7050-543001	CIPST	$200,000
			Project Total	**$200,000**
Street Maintenance Program				
PW00138CO	Highway User	7000-7050-543001	CIPST	$2,000,000
PW00138CO	Transportation Sales Tax	7010-7075-543001	CIPST	$250,000
			Project Total	**$2,250,000**
Street Reconstruction and Rehab Program				
PW13000CO	Transportation Sales Tax	7010-7075-543001	CIPST	$2,700,000
			Project Total	**$2,700,000**
Terramar Cove Access Road Improvements				
EN00494CO	Transportation Sales Tax	7010-7075-543001	CIPST	$85,000
			Project Total	**$85,000**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016
Project Type - Streets				
Thunderbird Rd Widening Rehab; L101-95th Av				
EN00011OT	GO Bonds 2010	4240-4240-523014	CIPST	$962
EN00011CO	GO Bonds 2010	4240-4240-543001	CIPST	$5,266
			Project Total	**$6,228**
Traffic Signal Renovation and Replacement				
PW00993CO	Proposed GO Bonds	4251-4251-543001	CIPST	$200,000
PW00993CO	Highway User	7000-7050-543001	CIPST	$80,000
			Project Total	**$280,000**
Vistancia Commercial Core Backbone Infrastructure				
ED00009CO	Transportation Sales Tax	7010-7075-543001	CIPST	$3,272,649
			Project Total	**$3,272,649**
Westgreen Estates Unit 9 Soundwall				
EN00324CO	Capital Reimbursements from ALCP	4550-4550-543001	CIPST	$96,314
EN00324CO	Capital Projects-Outside Srces	4810-4810-543001	CIPST	$310,410
			Project Total	**$406,724**
			Total - Streets	***$41,257,417***
Project Type - Traffic Controls				
ITS Equipment Upgrade				
EN00348CO	Transportation Sales Tax	7010-7075-543001	CIPTC	$50,000
			Project Total	**$50,000**
Traffic Management Center Equipment Replacement				
EN00433CO	Transportation Sales Tax	7010-7075-542006	CIPTC	$100,000
EN00433DS	Transportation Sales Tax	7010-7075-543001	CIPTC	$15,000
			Project Total	**$115,000**
Traffic Signal Emergency Operations ITS				
EN00225CO	Transportation Sales Tax	7010-7075-543001	CIPTC	$77,036
			Project Total	**$77,036**
Traffic Signal Interconnect Project (TSIP)				
PW00133CO	Capital Projects-Outside Srces	4810-4810-543001	CIPTC	$206,772
PW00133CO	Transportation Sales Tax	7010-7075-543001	CIPTC	$141,932
			Project Total	**$348,704**
Traffic Signal Program				
EN00170CO	Capital Projects-Outside Srces	4810-4810-543001	CIPTC	$59,828
EN00170CO	Transportation Sales Tax	7010-7075-543001	CIPTC	$733,000
			Project Total	**$792,828**
Traffic Signal System Software Replacement				
EN00430CO	Transportation Sales Tax	7010-7075-543007	CIPTC	$42,208
			Project Total	**$42,208**
			Total - Traffic Controls	***$1,425,776***

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Wastewater

101st Ave and Northern Lift Station Pretreatment

UT00398DS	Wastewater	2400-2550-543003	CIPWW	$28,004
UT00398CO	Wastewater	2400-2550-543003	CIPWW	$324,594
			Project Total	**$352,598**

Agua Fria Lift Station-Wastewater Campus Land

UT00284SY	Wastewater	2400-2550-520099	CIPWW	$200,000
			Project Total	**$200,000**

Beardsley Plant Equipment Upgrade and Expansion

UT00314EQ	Water	2050-2140-542006	CIPWW	$125,000
UT00314EQ	Wastewater	2400-2550-542006	CIPWW	$375,000
			Project Total	**$500,000**

Butler Drive WRF Membrane Replacement

UT00306EQ	Water	2050-2140-542006	CIPWW	$2,249,850
UT00306DS	Water	2050-2140-543003	CIPWW	$40,256
UT00306CO	Water	2050-2140-543003	CIPWW	$444,257
UT00306EQ	Wastewater	2400-2550-542006	CIPWW	$749,950
UT00306DS	Wastewater	2400-2550-543003	CIPWW	$13,419
UT00306CO	Wastewater	2400-2550-543003	CIPWW	$148,086
			Project Total	**$3,645,818**

Butler Recharge Wells

UT00309CO	Water Impact Fees - South of Bell Rd	2163-2223-543003	CIPWW	$653,345
UT00309CO	Water Impact Fees - North of Bell Rd	2164-2224-543003	CIPWW	$653,345
UT00309CO	Wastewater	2400-2550-543003	CIPWW	$300,000
UT00309CO	Wastewater Impact Fees - East of Agua Fria	2506-2626-543003	CIPWW	$217,782
UT00309CO	Wastewater Impact Fees - West of Agua Fria	2507-2627-543003	CIPWW	$217,241
			Project Total	**$2,041,713**

Butler Reclaimed Water System Expansion Phase II

UT00313CO	Water	2050-2140-543003	CIPWW	$392,961
UT00313CO	Wastewater	2400-2550-543003	CIPWW	$1,178,884
			Project Total	**$1,571,845**

Butler WRF Plant Equipment Upgrade and Replacement

UT00333EQ	Water	2050-2140-542006	CIPWW	$37,500
UT00333EQ	Wastewater	2400-2550-542006	CIPWW	$112,500
UT00333CO	Wastewater	2400-2550-542006	CIPWW	$25,000
			Project Total	**$175,000**

Condition Assessment of Remote Sites

UT00256SY	Wastewater	2400-2550-520099	CIPWW	$28,065
			Project Total	**$28,065**

Dysart Sewer (Dixileta Dr. to Jomax Rd. Oversize)

UT00337CO	Wastewater Impact Fees - West of Agua Fria	2507-2627-543003	CIPWW	$788,911
UT00337CO	Wastewater Impact Fees - Post 1-1-2012	2509-2629-543003	CIPWW	$891,089
			Project Total	**$1,680,000**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016
Project Type - Wastewater				
IPS Plant Effluent Water Booster Station				
UT00402DS	Water	2050-2140-543003	CIPWW	$4,455
UT00402CO	Water	2050-2140-543003	CIPWW	$49,089
UT00402DS	Wastewater	2400-2550-543003	CIPWW	$13,364
UT00402CO	Wastewater	2400-2550-543003	CIPWW	$147,268
			Project Total	**$214,176**
Jomax WRF Operational Improvement/Upgrade/Replace				
UT00323CO	Water	2050-2140-543003	CIPWW	$31,250
UT00323CO	Wastewater	2400-2550-543003	CIPWW	$143,750
			Project Total	**$175,000**
Lift Station Reconditioning				
UT00116CO	Wastewater	2400-2550-543003	CIPWW	$380,000
			Project Total	**$380,000**
Manhole Rehabilitation				
UT00307CO	Wastewater	2400-2550-543003	CIPWW	$247,750
			Project Total	**$247,750**
Miscellaneous Local Wastewater Line Improvements				
UT00191CO	Wastewater	2400-2550-543003	CIPWW	$176,868
			Project Total	**$176,868**
Reclaimed Water Booster Land Purchase at IPS				
UT00329LA	Wastewater	2400-2550-540000	CIPWW	$162,500
			Project Total	**$162,500**
SROG Line Assessment & Repair				
UT00321CO	Wastewater	2400-2550-520099	CIPWW	$103,480
UT00321CO	Wastewater	2400-2550-543003	CIPWW	$497,407
			Project Total	**$600,887**
West Agua Fria Wastewater Lines				
UT00171CO	Wastewater Impact Fees - West of Agua Fria	2507-2627-543003	CIPWW	$715,318
UT00171CO	Wastewater Impact Fees - Post 1-1-2012	2509-2629-543003	CIPWW	$511,928
UT00171CO	Wastewater Expansion (Unzoned)	2510-2630-543003	CIPWW	$990,349
			Project Total	**$2,217,595**
			Total - Wastewater	***$14,369,815***
Project Type - Water				
103rd Ave 12" Waterline Northern to Olive				
UT00392DS	Water	2050-2140-543002	CIPWR	$51,674
UT00392CO	Water	2050-2140-543002	CIPWR	$690,493
			Project Total	**$742,167**
67th Ave at Villa Lindo 12" Waterline				
UT00396CO	Water	2050-2140-543002	CIPWR	$147,366
UT00396DS	Water	2050-2140-543002	CIPWR	$11,284
			Project Total	**$158,650**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Water

75 Av 16-inch Waterline, Cactus and Peoria

UT00143CO	Water	2050-2140-543002	CIPWR	$1,010,000
			Project Total	**$1,010,000**

Additional CAP Water Treatment Capacity

UT00334DS	Water	2050-2140-543002	CIPWR	$800,000
			Project Total	**$800,000**

Butler Recharge Wells

UT00309CO	Water	2050-2140-543002	CIPWR	$1,025,558
			Project Total	**$1,025,558**

Butler Reclaimed Water System Expansion Phase II

UT00313CO	Water	2050-2140-543002	CIPWR	$27,005
			Project Total	**$27,005**

Condition Assessment of Remote Sites

UT00256SY	Water	2050-2140-520099	CIPWR	$53,062
			Project Total	**$53,062**

Fire Hydrant Infill and Replacement

UT00204CO	Water	2050-2140-543002	CIPWR	$160,000
			Project Total	**$160,000**

Greenway Plant Equipment Upgrade/Replacement

UT00316CO	Water	2050-2140-542006	CIPWR	$53,039
UT00316EQ	Water	2050-2140-542006	CIPWR	$150,000
			Project Total	**$203,039**

Lone Mtn Pkwy 36-inch Waterline; LPP to L303

UT00233CO	Water Expansion	2161-2221-543002	CIPWR	$2,551,302
UT00233CO	Water Impact Fees - Post 1-1-2012	2162-2222-543002	CIPWR	$1,370,396
			Project Total	**$3,921,698**

Miscellaneous Local Waterline Improvements

UT00203CO	Water	2050-2140-543002	CIPWR	$250,000
			Project Total	**$250,000**

New River Utility Company Acquisition

UT00390OT	W/S Rev Bonds (Wtr)	2222-2292-543002	CIPWR	$7,540,000
			Project Total	**$7,540,000**

Pinnacle Peak Rd & 102nd Av Widening; 102-LPP

EN00151DS	Water Impact Fees - Post 1-1-2012	2162-2221-543002	CIPWR	$13,800
			Project Total	**$13,800**

Pyramid Peak Water Treatment Plant - Upgrades

UT00037CO	Water Expansion	2161-2221-543002	CIPWR	$23,000
UT00037CO	Water Impact Fees - North of Bell Rd	2164-2224-543002	CIPWR	$637,100
			Project Total	**$660,100**

Reclaimed Water Booster Land Purchase at IPS

UT00329LA	Water	2050-2140-540000	CIPWR	$487,500
			Project Total	**$487,500**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Water

SCADA Equipment Replacement

UT00266EQ	Water	2050-2140-542008	CIPWR	$75,000
UT00266EQ	Wastewater	2400-2550-542008	CIPWR	$75,000
			Project Total	**$150,000**

Ventana Well, Booster Rehabilitation

UT00394SY	Water	2050-2140-520099	CIPWR	$30,000
UT00394DS	Water	2050-2140-543002	CIPWR	$344,109
UT00394CO	Water	2050-2140-543002	CIPWR	$3,100,000
			Project Total	**$3,474,109**

Water Facility Reconditioning

UT00206CO	Water	2050-2140-543002	CIPWR	$1,200,000
			Project Total	**$1,200,000**

Water Line Assessment and Replacement

UT00335CO	Water	2050-2140-543002	CIPWR	$1,100,000
			Project Total	**$1,100,000**

Water Meter Replacement Program

UT00326EQ	Water	2050-2140-542006	CIPWR	$1,052,498
UT00326EQ	Wastewater	2400-2550-542006	CIPWR	$517,698
			Project Total	**$1,570,196**

Water/Wastewater/Expansion Fee Update

UT00070SY	Water Impact Fees - Post 1-1-2012	2162-2222-520099	CIPWR	$9,000
UT00070SY	Water Impact Fees - South of Bell Rd	2163-2223-520099	CIPWR	$3,000
UT00070SY	Water Impact Fees - North of Bell Rd	2164-2224-520099	CIPWR	$38,000
UT00070SY	Wastewater Impact Fees - East of Agua Fria	2506-2626-520099	CIPWR	$29,500
UT00070SY	Wastewater Impact Fees - West of Agua Fria	2507-2627-520099	CIPWR	$11,500
UT00070SY	Wastewater Impact Fees - Post 1-1-2012	2509-2629-520099	CIPWR	$9,000
			Project Total	**$100,000**

Wells - New Construction

UT00117SY	Water Expansion	2161-2221-520099	CIPWR	$46,467
UT00117LA	Water Expansion	2161-2221-540000	CIPWR	$28,800
UT00117CO	Water Expansion	2161-2221-543002	CIPWR	$1,750,000
UT00117CO	Water Impact Fees - North of Bell Rd	2164-2224-543002	CIPWR	$1,547,979
			Project Total	**$3,373,246**

West Agua Fria Water Lines

UT00170CO	Water Impact Fees - North of Bell Rd	2164-2224-543002	CIPWR	$539,226
			Project Total	**$539,226**

Westland Rd. Reservoir and Booster Station

UT00336CO	Water Impact Fees - North of Bell Rd	2164-2224-543002	CIPWR	$821,582
			Project Total	**$821,582**

White Mountain Apache Tribe Water Rights Purchase

UT00234CO	Water	2050-2140-543002	CIPWR	$1,026,020
UT00234OT	Water Resource Fees - Post 8-1-2014	2167-2227-543002	CIPWR	$509,176
UT00234CO	Water Resource Fees - Post 1-1-2012	2168-2228-543002	CIPWR	$700,000
			Project Total	**$2,235,196**

Schedule 10 - Capital Improvement Budget

Project Name/Number	Funding Source	Account Number	Program	FY 2016

Project Type - Water

Total - Water ***$31,616,134***

Total FY 16 CIP ***$169,283,323***

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
General Fund					
City Clerk					
City Clerk	0150-01	Agenda Manager Replacement	$65,000	$6,000	**$71,000**
		Total - City Clerk	**$65,000**	**$6,000**	**$71,000**
Community Services					
Arts Commission	0042-03	Public Art Maintenance	$5,000	$0	**$5,000**
Community Services Administration	1400-01	Part-time Non-Benefitted Staff One Time Payout	$37,700	$0	**$37,700**
Community Services Administration	1400-02	Professional Development	$14,000	$0	**$14,000**
Community Services Administration	1400-03	Department Marketing Strategy	$0	$40,000	**$40,000**
Swimming Pools	1410-01	Maintenance Staffing Adjustments	$0	$27,818	**$27,818**
Am/Pm Program	1420-01	Recreation Coordinator - Youth and Teen Programs	$0	$64,053	**$64,053**
Am/Pm Program	1420-02	Grant Collaboration - Peoria Unified Sch District	$89,073	$0	**$89,073**
Adaptive Recreation Program	1500-01	Increased Programming Funding - Adaptive Rec	$0	$3,500	**$3,500**
Special Events Program	1510-01	Bravo Peoria	$17,132	$0	**$17,132**
Special Events Program	1510-02	Keep It Safe	$9,363	$0	**$9,363**
Special Events Program	1510-03	Grillfest	$101,142	$0	**$101,142**
Special Events Program	1510-04	P83 Party	$117,684	$0	**$117,684**
Special Events Program	1510-05	ParkFest!	$57,745	$0	**$57,745**
Special Events Program	1510-07	Special Event Support Materials & Equipment	$30,000	$0	**$30,000**
Special Events Program	1510-08	Affiliate Event Support	$60,000	$0	**$60,000**
Special Events Program	1510-08	Fiesta Peoria	$138,527	$0	**$138,527**
Special Events Program	1510-09	MLK Event	$15,000	$0	**$15,000**
Pioneer Community Park	1533-02	Pioneer Community Park - Transportation Needs	$28,000	$4,000	**$32,000**
Main Library	1540-01	Mobile Printing/ Document Stations at Libraries	$17,870	$1,158	**$19,028**
Parks North	1560-02	Trails Maintenance	$15,000	$15,000	**$30,000**
Parks North	1560-05	Fletcher Heights North Park Maintenance	$30,000	$0	**$30,000**
Parks North	1560-3	Electrical Costs	$0	$13,000	**$13,000**
Contracted Landscape Maintenance	1600-02	Increases of Right-of-Way Service Areas	$0	$25,000	**$25,000**
Contracted Landscape Maintenance	1600-03	P83 Entertainment District Maintenance	$0	$88,965	**$88,965**
		Total - Community Services	**$783,236**	**$282,494**	**$1,065,730**
Economic Development Services					
Business and Real Estate Development	0352-01	On-Line Computer Service for Real Estate Research	$0	$12,000	**$12,000**
Business and Real Estate Development	0352-02	Advertising	$50,000	$0	**$50,000**
Business and Real Estate Development	0352-03	Marketing Partnership with AZ Commerce Authority	$50,000	$0	**$50,000**
Business and Real Estate Development	0352-04	Greater Phoenix Economic Council (GPEC) Contract	$0	$20,437	**$20,437**
Business and Real Estate Development	0352-05	Legal and Land Development Consulting Services	$300,000	$0	**$300,000**
Business and Real Estate Development	0352-06	Economic Development Administrator	$2,430	$105,553	**$107,983**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
		Total - Economic Development Services	**$402,430**	**$137,990**	**$540,420**
Engineering					
Building Development	0650-02	Credit Card Service Fees	$0	$50,000	**$50,000**
Building Development	0650-03	Building Development - Staff Required Training	$13,300	$0	**$13,300**
Building Development	0650-06	Contract Building Inspection Services	$83,500	$0	**$83,500**
Building Development	0650-07	Development Contract Plan Review Services	$20,000	$0	**$20,000**
Engineering Admin	0750-01	Administrative Support	$68,000	$0	**$68,000**
Site Development	0810-01	Development Technician I - Site Development	$63,910	$0	**$63,910**
Eng Inspection Svc	0820-01	Contract Inspector	$86,000	$0	**$86,000**
		Total - Engineering	**$334,710**	**$50,000**	**$384,710**
Finance and Budget					
Finance Admin	0400-01	Department Training for Professional Development	$34,500	$0	**$34,500**
Financial Services	0410-01	Financial Advisor Fees	$0	$30,000	**$30,000**
Tax Audit & Collections	0420-01	Transition Costs - Sales Tax to State DOR	$157,500	$322,500	**$480,000**
		Total - Finance and Budget	**$192,000**	**$352,500**	**$544,500**
Fire					
Fire Prevention	1210-01	Lock Boxes	$5,000	$0	**$5,000**
Fire Prevention	1210-02	Fire Inspector / Investigator	$52,000	$84,055	**$136,055**
Fire Support Services	1220-02	Decon Laundry Equipment	$33,000	$0	**$33,000**
Fire Support Services	1220-03	Flooring Replacement	$50,000	$0	**$50,000**
Fire Support Services	1220-04	Turnout Gear	$220,000	$0	**$220,000**
Emergency Medical Services	1230-01	Paramedic Training	$206,200	$32,400	**$238,600**
Emergency Medical Services	1230-07	Wi-Fi Connection for Philips MRX Monitor	$21,280	$1,920	**$23,200**
Emergency Medical Services	1230-08	Carbon Monoxide (Carboxyhemoglobin) Monitors	$14,976	$0	**$14,976**
Emergency Medical Services	1230-09	Cyanide Antidote Kit	$7,515	$0	**$7,515**
Fire Operations	1260-01	Rover-Firefighters	$0	$498,330	**$498,330**
Fire Operations	1260-07	Thermal Imaging Cameras	$81,200	$0	**$81,200**
		Total - Fire	**$691,171**	**$616,705**	**$1,307,876**
Human Resources					
Training	0080-01	Tuition Reimbursement Fund	$35,000	$0	**$35,000**
Training	0080-04	Special Professional Development Fund	$50,000	$0	**$50,000**
Training	0080-05	Graduate/Intern Program	$20,000	$0	**$20,000**
		Total - Human Resources	**$105,000**	**$0**	**$105,000**
Leadership and Management					
City Manager's Office	0020-02	Audit Support Funding	$15,000	$0	**$15,000**
City Manager's Office	0020-03	Department Training and Professional Development	$10,000	$0	**$10,000**
Governmental Affairs	0025-01	State and Federal Services	$115,000	$0	**$115,000**
Governmental Affairs	0025-02	Peoria's Share for Federal Representation	$52,124	$0	**$52,124**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
Governmental Affairs	0025-03	Luke Fighter Country Partnership	$25,000	$0	**$25,000**
Governmental Affairs	0025-04	League of Cities and Town Conference Event	$6,000	$0	**$6,000**
Office of Sustainability	0026-01	Economic Efficiency & Sustainability Operations	$5,000	$32,000	**$37,000**
		Total - Leadership and Management	**$228,124**	**$32,000**	**$260,124**
Mayor and Council					
Mayor & City Council	0010-01	Youth Delegation to Conference	$9,500	$0	**$9,500**
Mayor & City Council	0010-02	Overnight Travel - Youth Council Liaisons	$3,500	$0	**$3,500**
Mayor & City Council	0010-03	Future Leaders Town Hall	$1,000	$0	**$1,000**
		Total - Mayor and Council	**$14,000**	**$0**	**$14,000**
Non-Departmental					
Non-Departmental	0300-01	Increase in City Membership Fees	$0	$17,100	**$17,100**
Non-Departmental	0300-02	Center for Performing Arts	$350,000	$0	**$350,000**
Non-Departmental	0300-03	Community Promotions	$15,000	$0	**$15,000**
Non-Departmental	0300-05	City-wide Initiatives	$195,000	$0	**$195,000**
		Total - Non-Departmental	**$560,000**	**$17,100**	**$577,100**
Office of Communications					
Public Information Office	0040-02	Public Information Officer	$0	$84,860	**$84,860**
Public Information Office	0040-06	Social Media Archiving Recovery System	$5,000	$0	**$5,000**
Public Information Office	0040-07	Marketing and Outreach	$100,000	$0	**$100,000**
Peoria Channel 11	0041-02	Fiber Optics Installation	$12,000	$0	**$12,000**
Peoria Channel 11	0041-04	Video Camera	$10,000	$0	**$10,000**
		Total - Office of Communications	**$127,000**	**$84,860**	**$211,860**
Planning and Community Development					
Neighborhood Coordination	0570-01	FY16 Neighborhood Grant Funding	$150,000	$0	**$150,000**
Neighborhood Coordination	0570-02	FY16 Not-For-Profit Funding	$0	$50,000	**$50,000**
Community Dev Administration	0600-01	Contract Administrative Assistant	$44,358	$0	**$44,358**
Planning	0610-01	Contract Associate Planner	$71,588	$0	**$71,588**
Planning	0610-02	Contract Planner	$80,963	$0	**$80,963**
Planning	0610-06	Sonoran Preservation Program Support	$50,000	$0	**$50,000**
Planning	0610-07	Sr. Planner	$4,700	$92,453	**$97,153**
Planning	0610-08	Historic Preservation	$12,000	$0	**$12,000**
		Total - Planning and Community Development	**$413,609**	**$142,453**	**$556,062**
Police					
Neighborhood Services	0550-01	Lot Clean Up (Code Enforcement)	$10,000	$0	**$10,000**
Neighborhood Services	0550-02	Animal Control Truck	$55,100	$0	**$55,100**
Police Administration	1000-01	Contract Legal Advisor	$80,000	$0	**$80,000**
Police Administration	1000-02	COPPS MOU Training	$12,500	$0	**$12,500**
Criminal Investigation	1010-02	Crime Scene Technician	$31,955	$69,596	**$101,551**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
Patrol Services - South	1020-03	Police Officer (2)	$73,390	$183,686	**$257,076**
Patrol Services - South	1020-04	Crime Prevention Program	$35,000	$0	**$35,000**
Patrol Services - South	1020-05	Body Worn Camera Expansion	$37,654	$57,205	**$94,859**
Operations Support	1025-01	Traffic Prevention Program	$35,000	$0	**$35,000**
Pd Technical Support	1030-01	eCitation Expansion Project	$108,000	$22,500	**$130,500**
Pd Technical Support	1030-02	Livescan Booking Workstation	$23,635	($12,000)	**$11,635**
Pd Technical Support	1030-03	Computer Workstations	$13,465	$0	**$13,465**
		Total - Police	**$515,699**	**$320,987**	**$836,686**
		Total - General Fund	***$4,431,979***	***$2,043,089***	***$6,475,068***
Economic Development Fund					
Economic Development Services					
Economic Development	1900-01	Plaza Lease - BioInspire	$170,241	$0	**$170,241**
		Total - Economic Development Services	**$170,241**	**$0**	**$170,241**
		Total - Economic Development Fund	***$170,241***	***$0***	***$170,241***
Sports Complex Fund					
Community Services					
Complex Operations/Maint	2000-05	Peoria Stadium Furniture, Fixings & Equipment	$35,000	$0	**$35,000**
		Total - Community Services	**$35,000**	**$0**	**$35,000**
		Total - Sports Complex Fund	***$35,000***	***$0***	***$35,000***
Water Fund					
Public Works					
Water Supply	2125-01	CAP Water - Delivery Fees	$0	$185,500	**$185,500**
		Total - Public Works	**$0**	**$185,500**	**$185,500**
		Total - Water Fund	***$0***	***$185,500***	***$185,500***
Wastewater Fund					
Public Works					
Wastewater Collection/Prevention	2480-01	Replacement of Vactor Truck	$88,000	$0	**$88,000**
Wastewater Collection/Prevention	2480-02	Utility System Operators II	$52,380	$147,366	**$199,746**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
		Total - Public Works	**$140,380**	**$147,366**	**$287,746**
		Total - Wastewater Fund	***$140,380***	***$147,366***	***$287,746***
Commercial Solid Waste Fund					
Public Works					
Commercial Front Load	2720-01	Commercial Recycling Market Research Study	$45,000	$0	**$45,000**
		Total - Public Works	**$45,000**	**$0**	**$45,000**
		Total - Commercial Solid Waste Fund	***$45,000***	***$0***	***$45,000***
Residential Solid Waste Fund					
Public Works					
Residential Collection	2760-01	Solid Waste Supervisor	$28,355	$87,540	**$115,895**
Residential Collection	2760-02	Expand Bulk Trash Collection to Twice per Year	$40,000	$232,500	**$272,500**
Residential Recycling	2770-02	Solid Waste Equipment Operator	$303,000	$178,390	**$481,390**
Solid Waste Environmental	2810-04	Household Hazardous Waste Program	$0	$35,000	**$35,000**
		Total - Public Works	**$371,355**	**$533,430**	**$904,785**
		Total - Residential Solid Waste Fund	***$371,355***	***$533,430***	***$904,785***
Storm Water Drainage System Fund					
Public Works					
Storm Drain - NPDES	2900-03	Mandated Stormwater Permitting	$200,000	$0	**$200,000**
Storm Drain - NPDES	2900-03	Replacement Dump trailer	$10,000	$1,000	**$11,000**
Storm Drain - NPDES	2900-04	Additional Basin and Channel Maintenance	$0	$30,000	**$30,000**
		Total - Public Works	**$210,000**	**$31,000**	**$241,000**
		Total - Storm Water Drainage System Fund	***$210,000***	***$31,000***	***$241,000***
Fleet Services Fund					
Public Works					
Fleet Maintenance	3420-01	Medium Duty Vehicle Lift	$20,000	$400	**$20,400**
		Total - Public Works	**$20,000**	**$400**	**$20,400**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
		Total - Fleet Services Fund	***$20,000***	***$400***	***$20,400***
Insurance Reserve Fund					
City Attorney					
Insurance Prem/Deduct	3600-01	Liability Insurance Cost Increases	$0	$105,000	**$105,000**
		Total - City Attorney	**$0**	**$105,000**	**$105,000**
		Total - Insurance Reserve Fund	***$0***	***$105,000***	***$105,000***
Facilities Maintenance Fund					
Public Works					
Technical Operations	3700-01	Required Building System Equipment Repair	$0	$150,000	**$150,000**
		Total - Public Works	**$0**	**$150,000**	**$150,000**
		Total - Facilities Maintenance Fund	***$0***	***$150,000***	***$150,000***
Information Technology Fund					
Information Technology					
IT Operations	3750-01	Technical Support Staffing	$105,000	$0	**$105,000**
IT Operations	3750-02	Applications System Analyst (Accela)	$7,660	$90,965	**$98,625**
IT Operations	3750-03	Additional Ongoing Software & Hardware Maintenance	$40,000	$107,015	**$147,015**
IT Operations	3750-04	Technology Security Assessment	$80,000	$0	**$80,000**
IT Operations	3750-05	HelpDesk System Upgrade/Replacement	$40,000	$0	**$40,000**
IT Operations	3750-06	Technology System Upgrades/Projects Prof Services	$150,000	$0	**$150,000**
IT Operations	3750-08	Microsoft Office License Upgrades	$50,000	$0	**$50,000**
IT Operations	3750-09	Network Storage Replacements	$30,000	$0	**$30,000**
IT Operations	3750-10	Network Analyzer Appliance	$25,000	$0	**$25,000**
		Total - Information Technology	**$527,660**	**$197,980**	**$725,640**
		Total - Information Technology Fund	***$527,660***	***$197,980***	***$725,640***
Highway User Fund					
Engineering					
Traffic Engineering	7043-01	ITS Maintenance Support Services	$40,000	$0	**$40,000**
		Total - Engineering	**$40,000**	**$0**	**$40,000**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
Public Works					
Traffic Signal Maintenance	7020-01	Test Equipment and Replacement of Signal Batteries	$0	$26,000	**$26,000**
Traffic Signal Maintenance	7020-04	Street Lighting Electricity	$0	$50,520	**$50,520**
Street Maintenance	7030-01	Asphalt Patch Truck	$225,000	$15,000	**$240,000**
		Total - Public Works	**$225,000**	**$91,520**	**$316,520**
		Total - Highway User Fund	***$265,000***	***$91,520***	***$356,520***
Home Grant Fund					
Planning and Community Development					
Home Grant	7150-01	FY16 HOME Funding	$0	$3,150	**$3,150**
		Total - Planning and Community Development	**$0**	**$3,150**	**$3,150**
		Total - Home Grant Fund	***$0***	***$3,150***	***$3,150***
Neighborhood Stabilization Grant III Fund					
Planning and Community Development					
Neighborhood Stabilization Grant III	7180-01	FY16 NSP3 Funding	$220,000	$0	**$220,000**
		Total - Planning and Community Development	**$220,000**	**$0**	**$220,000**
		Total - Neighborhood Stabilization Grant III Fund	***$220,000***	***$0***	***$220,000***
Public Transit Fund					
Public Works					
Transit Division	7200-01	Transit Replacement Buses	$143,000	$0	**$143,000**
		Total - Public Works	**$143,000**	**$0**	**$143,000**
		Total - Public Transit Fund	***$143,000***	***$0***	***$143,000***
Adult Day Program Grant Fund					
Community Services					
Adult Day Prg Grant	7250-01	DDD Group Supported Employment	$0	$23,498	**$23,498**
Adult Day Prg Grant	7250-02	Extended Hours of Service for Adult Day Programs	$0	$44,049	**$44,049**
		Total - Community Services	**$0**	**$67,547**	**$67,547**

Schedule 11 - Summary of Additions/(Reductions) by Department

Fund / Department / Division	Suppl. #	Supplemental Description	FY 2016 One-time Cost	FY 2016 Ongoing Cost	FY 2016 Total Cost
		Total - Adult Day Program Grant Fund	***$0***	***$67,547***	***$67,547***
State Anti-Racketeering - PD Fund					
Police					
St Anti-Racketeering-Pd	7500-01	VOCA Grant Match	$10,000	$0	**$10,000**
St Anti-Racketeering-Pd	7500-02	Firearm Training Supplies	$90,000	$0	**$90,000**
St Anti-Racketeering-Pd	7500-03	Taser Replacement	$41,000	$0	**$41,000**
St Anti-Racketeering-Pd	7500-04	SWAT Vests	$30,000	$0	**$30,000**
St Anti-Racketeering-Pd	7500-05	K-9 Replacement	$15,000	$0	**$15,000**
St Anti-Racketeering-Pd	7500-06	Leadership Training	$15,000	$0	**$15,000**
St Anti-Racketeering-Pd	7500-07	Annual Maintenance Fee - Lexipol Policy Updates	$4,950	$0	**$4,950**
St Anti-Racketeering-Pd	7500-08	Mobile Field Force Equipment	$5,000	$0	**$5,000**
St Anti-Racketeering-Pd	7500-09	Forensic Computer Equipment	$13,000	$0	**$13,000**
St Anti-Racketeering-Pd	7500-10	SAU Weapons Replacement	$30,000	$0	**$30,000**
St Anti-Racketeering-Pd	7500-11	Ballistic Shields Replacement	$26,000	$0	**$26,000**
St Anti-Racketeering-Pd	7500-12	Operational Vehicles (2)	$64,000	$0	**$64,000**
		Total - Police	**$343,950**	**$0**	**$343,950**
		Total - State Anti-Racketeering - PD Fund	***$343,950***	***$0***	***$343,950***
State Anti-Racketeering - CAO Fund					
City Attorney					
St Anti-Racketeering-Cao	7720-01	City Atty Pros Forf. Grant - Technology Updates	$2,200	$0	**$2,200**
St Anti-Racketeering-Cao	7720-02	Temporary Support Staff During Employee FMLA Leave	$4,000	$0	**$4,000**
		Total - City Attorney	**$6,200**	**$0**	**$6,200**
		Total - State Anti-Racketeering - CAO Fund	***$6,200***	***$0***	***$6,200***
		Total - Additions/(Reductions)	**$6,929,765**	**$3,555,982**	**$10,485,747**

Schedule 12 - Improvement District Revenues

DESCRIPTION		PROJECTED FY2016
SLID 1	Westfield Gardens	$ 1,320
SLID 2	Autumn Point	$ 1,459
SLID 3	Vistas Avenida II	$ 1,073
SLID 4	Cypress Point Estates II @ WBV	$ 1,732
SLID 5	Shavano	$ 1,621
SLID 6	Bell Park Central	$ 2,557
SLID 7	Bell Park & Parcels 2B-8	$ 7,236
SLID 8	Foxwood Unit Four	$ 1,621
SLID 9	Vista Crossing	$ 1,192
SLID 10	Vista Pinnacle	$ 2,675
SLID 11	North Shores @ Ventana Lakes	$ 826
SLID 12	Vistas @ Desert Harbor Phase I	$ 1,485
SLID 13	Village Terrace	$ 1,981
SLID 14	The Coves/Ventana Lakes	$ 3,688
SLID 15	Windwood	$ 891
SLID 16	Lakeside Unit 2 @ Ventana Lakes	$ 2,377
SLID 17	Arrowhead Shores I	$ 2,969
SLID 18	Arrowhead Shores II	$ 2,722
SLID 19	Westfield Gardens 2	$ 773
SLID 20	Cactus Point Crossing	$ 1,757
SLID 21	Country Meadows Estates	$ 1,897
SLID 22	The Gardens @ V.L. includes North Park	$ 4,040
SLID 23	Brookside Village I & II	$ 1,732
SLID 24	Country Meadows Unit 11	$ 249
SLID 25	Vista Point, Village Terrace II & III @ WBV	$ 2,866
SLID 26	Calbrisa	$ 2,039
SLID 27	Torrey Pines I & II	$ 3,051
SLID 28	The Landings @ V.L. includes South Bay	$ 3,051
SLID 29	Sweetwater Place	$ 2,269
SLID 30	Vistas @ Desert Harbor Unit II	$ 1,650
SLID 31	Westfield Gardens III	$ 1,367
SLID 32	83rd Ave & Thunderbird	$ 3,969
SLID 33	Crystal Cove	$ 2,226
SLID 34	Villas @ Desert Harbor	$ 661
SLID 36	Arrowhead Cove	$ 1,897
SLID 37	Vistas Fairways @ WBV	$ 2,646
SLID 39	Bridlewood	$ 6,019
SLID 40	The Shores @ V.L.	$ 743
SLID 41	Fairway Views @ WBV	$ 1,814
SLID 42	Sweetwater Place II	$ 730
SLID 43	Steeple Hill	$ 2,339
SLID 44	Paradise Shores	$ 1,402
SLID 45	Calle Lejos Estates	$ 1,155
SLID 46	Eagle Ridge @ WBV	$ 2,474
SLID 47	Olive Park	$ 1,053
SLID 48	Paseo Verde Estates	$ 2,748
SLID 49	The Boardwalk	$ 2,639
SLID 50	Parkridge I & II	$ 12,036
SLID 51	Scottland Hills @ WBV	$ 1,485
SLID 54	Wildflower Point I	$ 1,979
SLID 55	Crystal Bay @ Desert Harbor	$ 414
SLID 56	Diamond Cove @ Desert Harbor	$ 2,189
SLID 57	Alta Vista Estates	$ 8,881
SLID 58	Sweetwater Ridge	$ 5,363
SLID 59	Hunter Ridge	$ 2,309
SLID 60	Arrowhead Horizons	$ 1,732
SLID 61	Cactus Place	$ 661
SLID 62	Legacy Place	$ 1,702
SLID 63	Granite Run	$ 3,134
SLID 64	Willow Ridge @ WBV	$ 3,628
SLID 66	New River Shores	$ 3,216
SLID 70	Sweetwater Ridge Unit 3	$ 480
SLID 71	Teresita	$ 1,937
SLID 72	Country Club Estates @ WBV	$ 990
SLID 73	Fletcher Heights Phase 1A	$ 16,630
SLID 76	Silverton	$ 6,019
SLID 77	Deer Village Unit 3	$ 1,320
SLID 78	Deer Village Unit 1	$ 1,979
SLID 79	Deer Village Unit 2	$ 2,144
SLID 80	Deer Village Unit 4	$ 1,567
SLID 82	Pivotal Peoria Center Tracts C & D	$ 1,782
SLID 83	Fairmont Unit 1	$ 4,783
SLID 84	Fairmont Unit 2	$ 2,969
SLID 93	Terramar Parcel 1	$ 4,924
SLID 94	Terramar Parcel 2A	$ 563
SLID 95	Terramar Parcel 3	$ 2,751
SLID 96	Terramar Parcel 4A	$ 1,709
SLID 97	Terramar Parcel 5	$ 1,567
SLID 98	Terramar Parcel 6	$ 3,597
SLID 99	Terramar Parcel 7B	$ 1,986
SLID 101	Terramar Parcel 9A	$ 1,155
SLID 102	Terramar Parcel 10A	$ 661

DESCRIPTION		PROJECTED FY2016
SLID 104	Dove Valley Ranch Parcel 2A3	$ 2,697
SLID 107	Fletcher Heights Phase 1B	$ 9,005
SLID 108	Fletcher Heights Phase 1C	$ 4,158
SLID 110	South Bay @ Ventana Lakes	$ 1,911
SLID 114	Fletcher Heights Phase 2A	$ 11,059
SLID 116	Tierra Norte V	$ 2,851
SLID 117	Summersett Village	$ 8,976
SLID 119	Dove Valley Ranch Parcel 3A	$ 2,023
SLID 121	Dove Valley Ranch Parcels 3D & 3E	$ 5,281
SLID 122	Clearview Estates	$ 4,045
SLID 123	Terramar Parcel 2B	$ 3,448
SLID 125	Terramar Parcel 12	$ 3,643
SLID 126	Terramar Parcel 13	$ 2,429
SLID 127	Terramar Parcel 14	$ 1,567
SLID 128	Peoria Mountain Vistas	$ 3,933
SLID 129	Fletcher Heights Phase 2B	$ 10,225
SLID 131	Bay Pointe @ V.L.	$ 5,177
SLID 135	Sun Cliff IV	$ 4,271
SLID 136	Ironwood Phase 1A	$ 2,136
SLID 137	Ironwood Phase 1B	$ 1,462
SLID 138	Ironwood Phase 2A	$ 1,124
SLID 139	Ironwood Phase 2B	$ 900
SLID 140	Ironwood Phase 3A	$ 563
SLID 141	Ironwood Phase 3B	$ 563
SLID 142	Ironwood Phase 4A	$ 563
SLID 143	Ironwood Phase 4B	$ 675
SLID 144	Crosswinds	$ 2,014
SLID 145	Sun Cliff III	$ 787
SLID 146	Ryland @ Silvercreek	$ 3,596
SLID 147	Harbor Shores @ Desert Harbor	$ 743
SLID 148	Sun Aire Estates, UNIT 6	$ 1,216
SLID 149	Silverton 2	$ 5,619
SLID 150	Dove Valley Ranch Parcel 6	$ 6,180
SLID 151	Dove Valley Ranch Parcel 3B	$ 3,821
SLID 152	Dove Valley Ranch Parcel 3C	$ 3,484
SLID 153	Dove Valley Ranch Parcel 3F	$ 1,574
SLID 154	Dove Valley Ranch Parcel 2B & 2C	$ 1,349
SLID 155	Dove Valley Ranch Parcel 2D	$ 3,903
SLID 156	Dove Valley Ranch Parcel 2E	$ 2,360
SLID 157	Dove Valley Ranch Parcel 2F	$ 1,911
SLID 159	Terramar Parcel 7A	$ 1,650
SLID 160	Terramar Parcel 11	$ 1,552
SLID 161	Skyview Place	$ 2,497
SLID 162	Arrowhead Shadows	$ 2,786
SLID 163	Greystone Heritage @ V.L.	$ 1,320
SLID 164	Erin Groves	$ 2,977
SLID 166	Bay Pointe Unit Two @ V.L.	$ 3,074
SLID 167	Springer Ranch 2	$ 1,296
SLID 171	Greystone II Heritage @ V.L.	$ 2,421
SLID 172	Erin Groves 2	$ 1,378
SLID 174	Hunter Field Estates	$ 1,684
SLID 176	Twin Palms	$ 1,633
SLID 177	Desert Star Subdivision	$ 7,688
SLID 179	Westwing Mountain Parcel 1A	$ 1,799
SLID 183	Westwing Mountain Parcel 4	$ 337
SLID 184	Westwing Mountain Parcel 5	$ 226
SLID 185	Westwing Mountain Parcel 6	$ 451
SLID 187	Westwing Mountain Parcel 8	$ 1,349
SLID 188	Westwing Mountain Parcel 9	$ 1,574
SLID 189	Westwing Mountain Parcel 10	$ 1,236
SLID 190	Westwing Mountain Parcel 11	$ 1,573
SLID 191	Westwing Mountain Parcel 12	$ 1,462
SLID 195	South Bay Unit 2 @ Ventana Lakes	$ 2,248
SLID 197	Sun Cliff V	$ 3,253
SLID 198	Fletcher Heights 3A	$ 11,718
SLID 199	Fletcher Heights 3B	$ 3,467
SLID 201	Central Park Subdivision	$ 3,484
SLID 202	Starlight Canyon	$ 900
SLID 204	North Ranch	$ 3,361
SLID 205	Tuscany Shores - Desert Harbor Parcel 12	$ 1,320
SLID 206	West Valley Ranch	$ 1,216
SLID 207	Sunset Ranch	$ 3,387
SLID 208	Sonoran Mountain Ranch Parcel 1	$ 2,557
SLID 209	Sonoran Mountain Ranch Parcel 2	$ 2,639
SLID 210	Vistancia Village A Par A37	$ 908
SLID 211	Vistancia Village A Par A36	$ 1,238
SLID 212	Vistancia Village A Par A33	$ 1,155
SLID 213	Vistancia Village Par A 32	$ 990
SLID 214	Vistancia Village A Par A14	$ 826
SLID 215	Vistancia Village A Par A13	$ 661
SLID 216	Vistancia Village Par A12	$ 1,073
SLID 218	Vistancia Village A Par A10B	$ 990

DESCRIPTION		PROJECTED FY2016
SLID 221	Cibola Vista 1B	$ 1,289
SLID 222	Cibola Vista 2	$ 2,391
SLID 223	Cibola Vista 3	$ 5,688
SLID 224	Cibola Vista 4	$ 1,897
SLID 225	Cibola Vista 5	$ 3,299
SLID 226	Sonoran Mountain Ranch Parcel 4.1	$ 2,309
SLID 227	Sonoran Mountain Ranch Parcel 4.2	$ 1,732
SLID 228	Sonoran Mountain Ranch Parcel 5	$ 1,650
SLID 229	Sonoran Mountain Ranch Parcel 6	$ 2,639
SLID 230	Sonoran Mountain Ranch Parcel 7	$ 2,804
SLID 231	Sonoran Mountain Ranch Parcel 9A Ph 1	$ 1,732
SLID 232	Sonoran Mountain Ranch Parcel 9A Ph 2	$ 1,155
SLID 233	Westwing Ph 2 Par 18	$ 2,012
SLID 234	Westwing Ph 2 Par 19	$ 900
SLID 235	Westwing Ph 2 Par 29	$ 2,923
SLID 236	Westwing Ph 2 Par 15	$ 2,136
SLID 238	Casa Del Rey	$ 8,986
SLID 239	Westwing Ph 2 Par 21	$ 1,007
SLID 240	Westwing Ph 2 Par 22	$ 1,342
SLID 1000	Sonoran Mountain Ranch Parcel 10	$ 3,875
SLID 1001	Vistancia Village A Parcel A9	$ 1,155
SLID 1002	Fletcher Farms	$ 2,062
SLID 1004	Vistancia Village A Parcel G10	$ 661
SLID 1005	Vistancia Phase 2 Parcel A-8	$ 743
SLID 1006	Vistancia Phase 2 Parcel A-15	$ 1,073
SLID 1007	Vistancia North Parcel G-11	$ 496
SLID 1008	Riverstone Estates	$ 1,732
SLID 1009	Vistancia Village A Parcel G3	$ 1,402
SLID 1010	Vistancia Parcel A-7	$ 496
SLID 1011	Varney Village	$ 249
SLID 1012	Vistancia North Parcel G-4	$ 661
SLID 1013	Vistancia A28	$ 1,814
SLID 1014	Vistancia A29	$ 2,977
SLID 1016	Sonoran Mountain Ranch Parcel 14	$ 1,897
SLID 1017	Vistancia Parcel G2	$ 6,959
SLID 1018	Park Rose	$ 9,977
SLID 1020	Plaza Del Rio Phase I	$ 2,386
SLID 1021	Plaza Del Rio Phase 2	$ 5,704
SLID 1022	Tierra del Rio Parcel 6	$ 11,593
SLID 1023	Tierra del Rio Parcel 28	$ 7,874
SLID 1025	Rio Estates	$ 649
SLID 1031	Tierra del Rio Parcel 9	$ 4,933
SLID 1033	Camino a Lago South, Unit 8	$ 10,603
SLID 1034	Camino a Lago South, Unit 7	$ 7,831
SLID 1038	Camino a Lago South, Unit 5	$ 11,560
SLID 1039	Camino a Lago South, Unit 6	$ 13,863
SLID 1046	Terramar 9B	$ 2,160
SLID 1048	Tierra del Rio Parcel 12	$ 15,294
SLID 1049	Tierra del Rio Parcel 11	$ 14,703
SLID 1050	Sunset Ranch IIA	$ 2,738
SLID 1055	Sunset Ranch IIB	$ 1,961
SLID 1063	Vistancia Parcel F5	$ 4,173
SLID 1065	Vistancia Parcel F1	$ 3,689
SLID 1067	The Meadows Parcel 4A	$ 9,856
SLID 1068	Sunset Ranch IIC	$ 1,498
SLID 1069	Sunset Ranch IID	$ 392
SLID 1070	Sunset Ranch IIE	$ 3,237
SLID 1071	Umbria Estates	$ 1,388
SLID 1074	Sunset Ranch IIF	$ 1,847
SLID 1076	Tierra del Rio Parcel 27	$ 13,063
SLID 1077	Terramar Parcel 10B	$ 5,387
SLID 1079	Tierra Buena	$ 3,809
SLID 1081	Sunset Ranch IIG	$ 1,845
SLID 1082	Sunset Ranch IIH	$ 1,845
		$ 685,522
MID 1	CACTUS POINT CROSSING	$ 10,071
MID 2	WESTFIELD GARDENS II	$ 9,905
MID 3	BELL PARK PARCEL 5	$ 9,120
MID 4	COUNTRY MEADOWS	$ 9,374
MID 5	CRYSTAL COVE	$ 19,588
MID 6	WESTFIELD GARDENS III	$ 10,849
MID 7	SWEETWATER PLACE	$ 13,204
MID 10	TIERRA NORTE III	$ 18,087
MID 69	STONEBRIDGE	$ 12,499
MID 1025	BEDFORD VILLAGE 1	$ 8,645
MID 1044	BEDFORD VILLAGE 2	$ 8,282
		$ 129,624

Schedule 13 - Sources and Uses

FUND NAME	GENERAL AND OTHER FUNDS	SPECIAL REVENUE	ENTERPRISE FUNDS	INTERNAL SERVICES	TRUST AND AGENCY	CAPITAL PROJECTS	DEBT SERVICE	TOTAL
Fund Balance								
Fund Balance	67,020,184	80,779,406	77,740,613	27,987,347	-	14,778,530	38,293,836	306,599,916
Total Fund Balance	**67,020,184**	**80,779,406**	**77,740,613**	**27,987,347**	**-**	**14,778,530**	**38,293,836**	**306,599,916**
Sources								
Taxes	64,683,097	14,896,487	-	-	-	-	14,756,977	94,336,561
Assessment Revenue	-	-	-	-	-	-	476,738	476,738
Charges for Service	27,118,704	5,410,342	78,611,823	42,325,307	-	-	-	153,466,176
Fines & Forfeitures	1,840,099	160,000	-	-	-	-	-	2,000,099
Interest Income	244,000	194,435	292,405	102,500	-	60,450	173,500	1,067,290
Intergovernmental Revenue	39,397,695	15,821,789	-	-	30,600	-	-	55,250,084
Licenses & Permits	2,677,404	-	-	-	-	-	-	2,677,404
Miscellaneous Income	747,073	23,845	30,000	28,000	-	5,613,621	-	6,442,539
Rents	618,463	-	1,715,000	-	-	-	-	2,333,463
Bond Proceeds	-	-	7,540,000	-	-	52,965,880	-	60,505,880
Transfers In	8,257,618	1,685,522	4,569,084	3,066,449	-	-	3,691,832	21,270,505
Total Sources	**145,584,153**	**38,192,420**	**92,758,312**	**45,522,256**	**30,600**	**58,639,951**	**19,099,047**	**399,826,739**
Uses								
Personal Services	94,684,594	5,546,018	13,965,506	8,906,969	30,600	-	-	123,133,687
Contractual Services	42,344,136	12,868,368	34,825,067	28,628,251	-	2,872,262	23,826	121,561,910
Commodities	4,110,498	980,802	3,290,641	4,137,504	-	-	-	12,519,445
Capital Outlay	3,832,093	42,802,668	49,547,598	6,729,894	-	65,585,127	-	168,497,380
Debt Service	895,000	-	12,903,673	-	-	-	25,638,905	39,437,578
Contingency	22,700,000	6,150,000	13,850,000	2,150,000	-	1,000,000	-	45,850,000
Transfers Out	13,780,741	2,483,276	3,916,921	1,089,567	-	-	-	21,270,505
Total Uses	**182,347,062**	**70,831,132**	**132,299,406**	**51,642,185**	**30,600**	**69,457,389**	**25,662,731**	**532,270,505**
Estimated Balance 6/30/16	**30,257,275**	**48,140,694**	**38,199,519**	**21,867,418**	**0**	**3,961,092**	**31,730,152**	**174,156,150**

Schedule 14 - Auditor General Schedule A
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2016

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2015	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	144,784,041	81,232,284	25,189,404	68,998,319	30,600	101,956,149	49,007,897	471,198,694
2015	Actual Expenditures/Expenses**	E	131,834,806	35,451,394	24,124,328	17,081,044	30,600	82,901,658	42,398,368	333,822,198
2016	Fund Balance/Net Position at July 1***		67,020,184	80,779,406	38,293,836	14,778,530		77,740,613	27,987,347	306,599,916
2016	Primary Property Tax Levy	B	2,238,500							2,238,500
2016	Secondary Property Tax Levy	B			14,726,977					14,726,977
2016	Estimated Revenues Other than Property Taxes	C	135,088,035	36,506,898	680,238	60,450	30,600	80,649,228	42,455,807	295,471,256
2016	Other Financing Sources	D	0	0	0	66,119,501	0	0	0	66,119,501
2016	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2016	Interfund Transfers In	D	8,257,618	1,685,522	3,691,832	0	0	4,569,084	3,066,449	21,270,505
2016	Interfund Transfers (Out)	D	13,780,741	2,483,276	0	0	0	3,916,921	1,089,567	21,270,505
2016	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2016	Total Financial Resources Available		198,823,596	116,488,550	57,392,883	80,958,481	30,600	159,042,004	72,420,036	685,156,150
2016	Budgeted Expenditures/Expenses	E	168,566,321	68,347,856	25,662,731	69,457,389	30,600	128,382,485	50,552,618	511,000,000

EXPENDITURE LIMITATION COMPARISON	2015	2016
1. Budgeted expenditures/expenses	$ 471,198,694	$ 511,000,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	471,198,694	511,000,000
4. Less: estimated exclusions	175,810,528	185,191,317
5. Amount subject to the expenditure limitation	$ 295,388,166	$ 325,808,683
6. EEC expenditure limitation	$ 788,205,401	$ 819,983,730

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Schedule 15 - Auditor General Schedule B
Tax Levy and Tax Rate Information
Fiscal Year 2016

	2015	2016
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 4,720,872	$ 4,815,289
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 2,115,485	$ 2,238,500
B. Secondary property taxes	14,446,518	14,726,977
C. Total property tax levy amounts	$ 16,562,003	$ 16,965,477
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 2,009,711	
(2) Prior years' levies	105,774	
(3) Total primary property taxes	$ 2,115,485	
B. Secondary property taxes		
(1) **Current** year's levy	$ 13,724,192	
(2) Prior years' levies	722,326	
(3) Total secondary property taxes	$ 14,446,518	
C. Total property taxes collected	$ 16,562,003	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.1900	0.1900
(2) Secondary property tax rate	1.2500	1.2500
(3) Total city/town tax rate	1.4400	1.4400

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating zero special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Schedule 16 - Auditor General Schedule C
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
GENERAL FUND			
Local taxes			
General Fund	$ 42,315,959	$ 44,114,890	$ 44,627,575
Half Cent Sales Tax Fund	16,969,450	17,938,999	17,817,022
Licenses and permits			
General Fund	2,574,540	2,657,634	2,677,404
Intergovernmental			
General Fund	37,518,728	38,431,848	39,397,695
Charges for services			
General Fund	25,841,648	26,744,176	27,118,704
Fines and forfeits			
General Fund	1,960,274	1,824,224	1,840,099
Interest on investments			
General Fund	257,000	198,000	209,000
Half Cent Sales Tax Fund	70,000	32,000	35,000
In-lieu property taxes			
Contributions			
Miscellaneous			
General Fund	1,288,463	1,647,752	1,365,536
Total General Fund	$ 128,796,062	$ 133,589,523	$ 135,088,035

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Schedule 16 - Auditor General Schedule C
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
SPECIAL REVENUE FUNDS			
Streets Fund	$ 12,602,372	$ 12,992,467	$ 12,877,118
	$ 12,602,372	$ 12,992,467	$ 12,877,118
Transit Fund	$ 431,700	$ 495,056	$ 450,000
	$ 431,700	$ 495,056	$ 450,000
Street Light Improvement Districts Fund	$ 549,378	$ 577,089	$ 686,022
Maintenance Improvement Districts Fund	142,949	142,969	129,744
	$ 692,327	$ 720,058	$ 815,766
Development Fee Funds	$ 13,201,344	$ 4,245,898	$ 4,494,665
	$ 13,201,344	$ 4,245,898	$ 4,494,665
Grant Funds	$ 7,910,797	$ 4,048,362	$ 7,083,126
	$ 7,910,797	$ 4,048,362	$ 7,083,126
Transportation Sales Tax Fund	$ 10,348,387	$ 10,910,050	$ 10,786,223
	$ 10,348,387	$ 10,910,050	$ 10,786,223
Total Special Revenue Funds	$ 45,186,927	$ 33,411,891	$ 36,506,898

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Schedule 16 - Auditor General Schedule C
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
DEBT SERVICE FUNDS			
General Obligation Bonds Fund	$ 185,000	$ 190,435	$ 190,000
Improvement Districts Funds	476,688	477,788	478,238
Municipal District Authority Fund	85,000	25,000	12,000
	$ 746,688	$ 693,223	$ 680,238
Total Debt Service Funds	$ 746,688	$ 693,223	$ 680,238
CAPITAL PROJECTS FUNDS			
General Obligation Bonds	$ 19,200	$ 2,485	$ 450
	$ 19,200	$ 2,485	$ 450
County Transportation Sales Tax	$ 65,000	$ 50,644	$ 50,000
	$ 65,000	$ 50,644	$ 50,000
Strategic Capital Projects	$ 10,000	$ 10,000	$ 10,000
	$ 10,000	$ 10,000	$ 10,000
Total Capital Projects Funds	$ 94,200	$ 63,129	$ 60,450

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Schedule 16 - Auditor General Schedule C
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
PERMANENT FUNDS			
Fireman's Pension Fund	$ 30,600	$ 30,600	$ 30,600
	$ 30,600	$ 30,600	$ 30,600
Total Permanent Funds	$ 30,600	$ 30,600	$ 30,600
ENTERPRISE FUNDS			
Water Fund	$ 35,853,535	$ 35,532,834	$ 37,700,135
Water Replacement & Reserves Fund	109,630	108,630	116,914
Water Expansion & Improvement Districts	1,409,500	2,528,275	4,566,325
	$ 37,372,665	$ 38,169,739	$ 42,383,374
Wastewater Fund	$ 19,653,522	$ 20,076,522	$ 20,349,208
Wastewater Replacement & Reserves Fund	112,709	150,774	115,286
Wastewater Expansion & Improvement Districts	98,000	760,215	858,630
	$ 19,864,231	$ 20,987,511	$ 21,323,124
Storm Water Drainage System Fund	$ 824,200	$ 849,200	$ 859,300
	$ 824,200	$ 849,200	$ 859,300
Residential Sanitation Fund	$ 9,193,421	$ 9,143,121	$ 9,612,500
Commercial Sanitation Fund	2,305,400	2,409,805	2,362,750
Sanitation Reserve Funds	954,400	1,002,331	1,000,293
Sanitation Expansion Funds	28,000	24,000	25,000
	$ 12,481,221	$ 12,579,257	$ 13,000,543
Sports Complex Ops/Maintenance Fund	2,854,700	2,808,590	2,818,000
Sports Complex Equipment Reserve Fund	$ 283,588	$ 302,709	$ 264,887
	$ 3,138,288	$ 3,111,299	$ 3,082,887
Total Enterprise Funds	$ 73,680,605	$ 75,697,006	$ 80,649,228

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Schedule 16 - Auditor General Schedule C
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
INTERNAL SERVICE FUNDS			
Fleet Maintenance Fund	$ 5,331,393	$ 5,080,537	$ 5,299,380
Fleet Reserve Fund	1,529,798	1,554,798	1,676,720
Streets/Transit Equipment Reserve	307,327	307,976	336,183
	$ 7,168,518	$ 6,943,311	$ 7,312,283
Insurance Reserve Fund	$ 2,614,029	$ 2,726,948	$ 2,406,404
Workers Compensation Self Insurance	1,390,660	1,393,699	1,465,415
Health Self Insurance	15,049,349	16,196,498	16,262,727
	$ 19,054,038	$ 20,317,145	$ 20,134,546
Facilities Maintenance Fund	$ 5,943,121	$ 5,945,316	$ 5,861,798
	$ 5,943,121	$ 5,945,316	$ 5,861,798
Information Technology Fund	$ 7,861,107	$ 7,863,307	$ 8,441,680
Information Technology Reserve Fund	706,045	708,186	705,500
	$ 8,567,152	$ 8,571,493	$ 9,147,180
Total Internal Service Funds	$ 40,732,829	$ 41,777,265	$ 42,455,807
TOTAL ALL FUNDS	$ 289,267,911	$ 285,262,637	$ 295,471,256

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Schedule 17 - Auditor General Schedule D
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2016

FUND	OTHER FINANCING 2016 SOURCES	OTHER FINANCING 2016 <USES>	INTERFUND TRANSFERS 2016 IN	INTERFUND TRANSFERS 2016 <OUT>
GENERAL FUND				
General Fund	$	$	$ 6,082,618	$ 580,346
Half Cent Sales Tax Fund				13,200,395
Economic Development Reserve Fund			2,175,000	
Total General Fund	$	$	$ 8,257,618	$ 13,780,741
SPECIAL REVENUE FUNDS				
Streets Fund	$	$	$ 1,685,522	$ 233,608
Transit Fund				143,773
Arts Commission Capital Fund				240,528
Transportation Sales Tax Fund				1,000,000
Municipal Court Allocation Fund				50,000
Street Light Improvement Districts Fund				685,522
Maintenance Improvement Districts Fund				129,624
Adult Day Program				221
Total Special Revenue Funds	$	$	$ 1,685,522	$ 2,483,276
DEBT SERVICE FUNDS				
MDA Debt Service	$	$	$ 3,691,832	$
Total Debt Service Funds	$	$	$ 3,691,832	$
CAPITAL PROJECTS FUNDS				
Proposed G.O. Bonds Future Issue	$ 22,665,880	$	$	$
Proposed MDA Bonds Future Issue	30,300,000			
Proposed Revenue Bonds Future Issue	7,540,000			
Capital Projects - Outside Sources	5,613,621			
Total Capital Projects Funds	$ 66,119,501	$	$	$
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Sports Complex Fund	$	$	$ 1,860,000	$ 2,097
Storm Water Drainage System Fund				773
Residential Solid Waste Fund				2,538
Commercial Solid Waste Fund				662
Solid Waste Expansion Fund				2,355
Water Fund				2,905,730
Water Resources Fund				711,300
Wastewater Fund			2,582,084	291,466
Wastewater Equipment Reserve			127,000	
Total Enterprise Funds	$	$	$ 4,569,084	$ 3,916,921
INTERNAL SERVICE FUNDS				
Fleet Services Fund	$	$	$ 325,000	$ 1,766
Fleet Reserve Fund			169,300	325,000
Streets/Transit Equipment Reserve			368,000	
Insurance Reserve Fund				441
Information Technology Fund			989,229	756,290
Information Technology Reserve Fund			821,685	
Information Technology Project Fund			310,235	
Facilities Maintenance Fund			83,000	6,070

Schedule 17 - Auditor General Schedule D
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2016

	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
FUND	SOURCES	<USES>	IN	<OUT>
Total Internal Service Funds	$	$	$ 3,066,449	$ 1,089,567
TOTAL ALL FUNDS	$ 66,119,501	$	$ 21,270,505	$ 21,270,505

Schedule 18 - Auditor General Schedule E
Expenditures/Expenses by Fund
Fiscal Year 2016

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
GENERAL FUND				
City Attorney	$ 3,264,380	$	$ 3,374,025	$ 3,204,841
City Clerk	971,151		971,151	905,386
Community Services	22,311,291	135,460	22,804,741	22,757,158
Development and Engineering	6,625,196	309,745	6,873,577	7,027,231
Economic Development Services	1,573,802	144,931	1,718,733	1,620,347
Finance & Budget	5,214,722	(227,448)	5,069,808	5,569,126
Finance Utilities	5,000,608	139,549	5,140,157	5,028,062
Fire-Medical	23,957,261	21,374	23,978,635	26,908,354
Human Resources	2,514,788	66,209	2,527,409	2,716,901
Leadership and Management	2,510,130	24,200	2,515,471	2,654,357
Mayor and Council	705,276		705,276	663,050
Municipal Court	1,870,388		1,850,261	1,944,394
Non-Departmental	20,586,573	(10,806,753)	4,001,835	25,606,859
Office of Communications	1,450,008		1,439,493	1,505,039
Planning and Community Development	2,542,177	912	2,323,427	2,851,681
Police	40,223,216	270,550	40,482,453	41,926,694
Public Works	673,750		673,750	691,272
Non-Departmental - Half-Cent	6,672,599	(17,770)	4,027,886	6,896,117
Economic Development Services - Half Cent	3,875,000	264,781	1,025,968	7,739,452
Non-Departmental - Other Reserves	580,750		330,750	350,000
Total General Fund	$ 153,123,066	$ (9,674,260)	$ 131,834,806	$ 168,566,321
SPECIAL REVENUE FUNDS				
Streets - Development & Engineering	$ 1,242,822	$ 27,852	$ 1,265,673	$ 1,244,702
Streets - Public Works	15,534,513	(6,835)	13,754,382	13,881,963
Transportation Sales Tax Fund-Non-Deptl	26,746,498	2,805,587	8,952,071	27,996,168
Development Fee Funds - Non-Deptl	27,189,162	(2,068,010)	5,902,386	16,538,431
Home and Housing Grants -Planning and Comm Dev	361,808	(77,926)	60,708	331,959
Transit - Public Works	1,363,050		1,313,050	1,077,848
Attorney Grants - City Attorney	17,688		17,688	24,268
Attorney Grants - Police		10,100	47	
Public Safety Grants - Fire	4,900	571,233	571,233	2,000
Public Safety Grants - Police	581,359	743,577	1,019,214	626,331
Other Grants - Community Services	1,665,715	45,687	310,892	1,005,205
Other Grants - Human Resources	12,838		12,838	12,837
Other Grants - Municipal Court	323,853	55,209	311,062	248,446
Other Grants - Non-City Entity		36,148	36,148	
Other Grants - Non-Departmental	3,000,000	(1,806,801)		3,000,000
Other Grants - Planning and Comm Dev	1,957,448	59,940	1,089,870	1,878,439
Other Grants - Public Works		295,000	295,000	
Community Service Grants - Community Services	520,717	16,705	539,132	479,259
Total Special Revenue Funds	$ 80,522,371	$ 707,466	$ 35,451,394	$ 68,347,856
DEBT SERVICE FUNDS				
General Obligation Bonds - Finance & Budget	$ 16,042,634	$	$ 16,042,634	$ 16,433,963
MDA Bonds - Finance & Budget	8,670,482		7,605,406	8,752,030
Improvement Districts - Finance & Budget	476,288		476,288	476,738
Total Debt Service Funds	$ 25,189,404	$	$ 24,124,328	$ 25,662,731
CAPITAL PROJECTS FUNDS				
General Obligation Bonds - Non-Departmental	$ 12,115,771	$ 5,988,621	$ 4,290,333	$ 20,197,625
MDA Bonds - Non-Departmental	37,119,135	38,509	6,360,128	30,300,000
Capital Projects - Engineering	3,113,186	2,334,350	3,389,577	8,401,500
Capital Projects - Non-Departmental	2,783,581	9,898	2,443,479	350,000
Outside Source Fund - Non-Departmental	5,603,048	31,208	597,527	10,208,264
Total Capital Projects Funds	$ 60,734,721	$ 8,402,586	$ 17,081,044	$ 69,457,389
PERMANENT FUNDS				
Fireman's Pension - Fire	$ 30,600	$	$ 30,600	$ 30,600
Total Permanent Funds	$ 30,600	$	$ 30,600	$ 30,600

Schedule 18 - Auditor General Schedule E
Expenditures/Expenses by Fund
Fiscal Year 2016

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
ENTERPRISE FUNDS				
Water - Public Works	$ 43,757,142	$ (260,488)	$ 36,481,750	$ 56,802,630
Water Replacement & Reserves - Public Works	1,484,601		1,034,601	1,422,534
Water Expansion - Public Works	10,516,640	(602,936)	3,072,418	11,980,197
Water Bonds - Public Works				7,540,000
Wastewater - Public Works	25,245,547	(1,498,125)	22,320,597	24,721,454
Wastewater Replcmt & Reserves - Public Works	137,600	(34,942)	37,600	486,119
Wastewater Expansion - Public Works	2,309,621	(59,502)	734,678	4,624,085
Residential Solid Waste - Public Works	10,361,038		9,361,038	10,454,455
Commercial Solid Waste - Public Works	2,886,073		2,386,073	2,621,786
Solid Waste Reserves - Public Works	282,896	178,702	393,334	2,216,900
Solid Waste Expansion - Public Works	100,000		100,000	472,933
Sports Complex Operations/Mx - Community Svcs	4,707,494	87,654	4,795,148	4,738,874
Sports Complex Equipt Reserves - Community Svcs	395,170	1,961,964	2,184,421	300,518
Total Enterprise Funds	$ 102,183,822	$ (227,673)	$ 82,901,658	$ 128,382,485
INTERNAL SERVICE FUNDS				
Fleet Maintenance - Public Works	$ 5,330,744	$	$ 5,078,948	$ 5,297,614
Fleet Reserve - Public Works	4,640,968	(199,202)	2,445,698	5,020,114
Insurance Reserve - City Attorney	3,294,397		2,457,487	3,295,868
Insurance Reserve - Human Resources	17,785,319	771,029	16,125,980	18,717,517
Facilities Maintenance - Public Works	6,026,810		6,026,810	5,944,297
Information Technology	9,102,318	4,047	8,899,014	9,562,203
Information Technology Reserve	936,400	30,176	804,031	1,681,685
Information Technology Projects	1,099,060	185,831	560,400	1,033,320
Total Internal Service Funds	$ 48,216,016	$ 791,881	$ 42,398,368	$ 50,552,618
TOTAL ALL FUNDS	$ 470,000,000	$	$ 333,822,198	$ 511,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule 19 - Auditor General Schedule F
Expenditures/Expenses by Department
Fiscal Year 2016

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
City Attorney				
General Fund	$ 3,264,380	$	$ 3,374,025	$ 3,204,841
Attorney Grants	17,688		17,688	24,268
Insurance Reserve	3,294,397		2,457,487	3,295,868
Department Total	$ 6,576,465	$	$ 5,849,200	$ 6,524,977
City Clerk				
General Fund	$ 971,151	$	$ 971,151	$ 905,386
Department Total	$ 971,151	$	$ 971,151	$ 905,386
Community Services				
General Fund	$ 22,311,291	$ 135,460	$ 22,804,741	$ 22,757,158
Other Grants	1,665,715	45,687	310,892	1,005,205
Community Service Grants	520,717	16,705	539,132	479,259
Sports Complex Operations/Maintenance	4,707,494	87,654	4,795,148	4,738,874
Sports Complex Equipment Reserves	395,170	1,961,964	2,184,421	300,518
Department Total	$ 29,600,387	$ 2,247,470	$ 30,634,334	$ 29,281,014
Development and Engineering				
General Fund	$ 6,625,196	$ 309,745	$ 6,873,577	$ 7,027,231
Streets	1,242,822	27,852	1,265,673	1,244,702
Capital Projects	3,113,186	2,334,350	3,389,577	8,401,500
Department Total	$ 10,981,204	$ 2,671,947	$ 11,528,827	$ 16,673,433
Economic Development Services				
General Fund	$ 1,573,802	$ 144,931	$ 1,718,733	$ 1,620,347
Other Reserve Funds	3,875,000	264,781	1,025,968	7,739,452
Department Total	$ 5,448,802	$ 409,712	$ 2,744,701	$ 9,359,799
Finance & Budget				
General Fund	$ 10,215,330	$ (87,899)	$ 10,209,965	$ 10,597,188
General Obligation Bonds	16,042,634		16,042,634	16,433,963
MDA Bonds	8,670,482		7,605,406	8,752,030
Improvement Districts	476,288		476,288	476,738
Department Total	$ 35,404,734	$ (87,899)	$ 34,334,293	$ 36,259,919
Fire-Medical				
General Fund	$ 23,957,261	$ 21,374	$ 23,978,635	$ 26,908,354
Public Safety Grants	4,900	571,233	571,233	2,000
Fireman's Pension	30,600		30,600	30,600
Department Total	$ 23,992,761	$ 592,607	$ 24,580,468	$ 26,940,954
Human Resources				
General Fund	$ 2,514,788	$ 66,209	$ 2,527,409	$ 2,716,901
Other Grants	12,838		12,838	12,837
Insurance Reserve	17,785,319	771,029	16,125,980	18,717,517
Department Total	$ 20,312,945	$ 837,238	$ 18,666,227	$ 21,447,255
Information Technology				
Information Technology	$ 9,102,318	$ 4,047	$ 8,899,014	$ 9,562,203
Information Technology Reserve	936,400	30,176	804,031	1,681,685
Information Technology Projects	1,099,060	185,831	560,400	1,033,320
Department Total	$ 11,137,778	$ 220,054	$ 10,263,445	$ 12,277,208
Leadership and Management				
General Fund	$ 2,510,130	$ 24,200	$ 2,515,471	$ 2,654,357
Department Total	$ 2,510,130	$ 24,200	$ 2,515,471	$ 2,654,357
Mayor and Council				
General Fund	$ 705,276	$	$ 705,276	$ 663,050
Department Total	$ 705,276	$	$ 705,276	$ 663,050
Municipal Court				
General Fund	$ 1,870,388	$	$ 1,850,261	$ 1,944,394
Other Grants	323,853	55,209	311,062	248,446
Department Total	$ 2,194,241	$ 55,209	$ 2,161,323	$ 2,192,840

Schedule 19 - Auditor General Schedule F
Expenditures/Expenses by Department
Fiscal Year 2016

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Non-Departmental				
General Fund	$ 20,586,573	$ (10,806,753)	$ 4,001,835	$ 25,606,859
Half Cent Sales Tax Fund	6,672,599	(17,770)	4,027,886	6,896,117
Other Reserve Funds	580,750		330,750	350,000
Transportation Sales Tax Fund	26,746,498	2,805,587	8,952,071	27,996,168
Development Fee Funds	27,189,162	(2,068,010)	5,902,386	16,538,431
Other Grants	3,000,000	(1,770,653)	36,148	3,000,000
General Obligation Bonds	12,115,771	5,988,621	4,290,333	20,197,625
MDA Bonds	37,119,135	38,509	6,360,128	30,300,000
Capital Projects - Streets/Economic Development	2,783,581	9,898	2,443,479	350,000
Outside Source Fund	5,603,048	31,208	597,527	10,208,264
Department Total	$ 142,397,117	$ (5,789,363)	$ 36,942,543	$ 141,443,464
Office of Communications				
General Fund	$ 1,450,008	$	$ 1,439,493	$ 1,505,039
Department Total	$ 1,450,008	$	$ 1,439,493	$ 1,505,039
Planning and Community Development				
General Fund	$ 2,542,177	$ 912	$ 2,323,427	$ 2,851,681
Home and Housing Grants	361,808	(77,926)	60,708	331,959
Other Grants	1,957,448	59,940	1,089,870	1,878,439
Department Total	$ 4,861,433	$ (17,074)	$ 3,474,005	$ 5,062,079
Police				
General Fund	$ 40,223,216	$ 270,550	$ 40,482,453	$ 41,926,694
Attorney Grants		10,100	47	
Public Safety Grants	581,359	743,577	1,019,214	626,331
Department Total	$ 40,804,575	$ 1,024,227	$ 41,501,714	$ 42,553,025
Public Works				
General Fund	$ 673,750	$	$ 673,750	$ 691,272
Streets	15,534,513	(6,835)	13,754,382	13,881,963
Transit	1,363,050		1,313,050	1,077,848
Other Grants		295,000	295,000	
Water	43,757,142	(260,488)	36,481,750	56,802,630
Water Replacement & Reserves	1,484,601		1,034,601	1,422,534
Water Expansion	10,516,640	(602,936)	3,072,418	11,980,197
Water Bonds				7,540,000
Wastewater	25,245,547	(1,498,125)	22,320,597	24,721,454
Wastewater Replacement & Reserves	137,600	(34,942)	37,600	486,119
Wastewater Expansion	2,309,621	(59,502)	734,678	4,624,085
Residential Solid Waste	10,361,038		9,361,038	10,454,455
Commercial Solid Waste	2,886,073		2,386,073	2,621,786
Solid Waste Reserves	282,896	178,702	393,334	2,216,900
Solid Waste Expansion	100,000		100,000	472,933
Fleet Maintenance	5,330,744		5,078,948	5,297,614
Fleet Reserve	4,640,968	(199,202)	2,445,698	5,020,114
Facilities Maintenance	6,026,810		6,026,810	5,944,297
Department Total	$ 130,650,993	$ (2,188,328)	$ 105,509,727	$ 155,256,201
TOTAL ALL DEPARTMENT/FUND	$ 470,000,000	$	$ 333,822,198	$ 511,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule 20 - Auditor General Schedule G
Full-Time Employees and Personnel Compensation
Fiscal Year 2016

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
GENERAL FUND	833.80	$ 59,253,276	$ 11,569,810	$ 11,028,551	$ 5,705,600	$ 87,557,237
SPECIAL REVENUE FUNDS						
Streets Fund	44.80	$ 2,711,710	$ 335,807	$ 637,074	$ 348,162	$ 4,032,753
Transit Fund	7.50	349,480	42,425	58,092	40,569	490,566
CDBG Fund	0.92	64,152	8,417	14,976	5,830	93,374
Adult Day Program	6.25	176,019	20,676	60,824	17,996	275,517
Municipal Court Enhancement Fund	0.90	113,499			8,973	122,471
Total Special Revenue Funds	60.37	$ 3,414,859	$ 407,326	$ 770,966	$ 421,530	$ 5,014,681
DEBT SERVICE FUNDS						
Total Debt Service Funds		$	$	$	$	$
CAPITAL PROJECTS FUNDS						
Total Capital Projects Funds		$	$	$	$	$
PERMANENT FUNDS						
Total Permanent Funds		$	$	$	$	$
ENTERPRISE FUNDS						
Sports Complex Fund	17.50	$ 988,473	$ 124,441	$ 192,590	$ 101,873	$ 1,407,377
Water Fund	55.50	3,449,605	431,728	699,342	349,377	4,930,052
Wastewater Fund	31.50	1,877,826	229,642	385,144	202,450	2,695,062
Commercial Solid Waste Fund	7.70	359,820	44,469	110,013	48,300	562,603
Residential Solid Waste Fund	41.80	2,105,795	260,741	568,759	258,659	3,193,954
Storm Water Drainage System Fund	4.20	218,215	27,348	47,422	25,018	318,004
Total Enterprise Funds	158.20	$ 8,999,735	$ 1,118,370	$ 2,003,270	$ 985,677	$ 13,107,052
INTERNAL SERVICE FUND						
Fleet Maintenance Fund	11.50	$ 651,816	$ 83,327	$ 130,721	$ 72,543	$ 938,407
Insurance Reserve Fund	2.00	121,802	14,751	13,325	9,564	159,442
Facilities Maintenance Fund	38.75	2,029,636	251,403	447,846	208,543	2,937,427
Information Technology Fund	41.00	3,499,289	432,099	456,951	275,108	4,663,447
Total Internal Service Fund	93.25	$ 6,302,543	$ 781,579	$ 1,048,843	$ 565,757	$ 8,698,723
TOTAL ALL FUNDS	1,145.62	$ 77,970,413	$ 13,877,084	$ 14,851,631	$ 7,678,564	$ 114,377,693

City of Peoria

Produced by
FINANCE AND BUDGET DEPARTMENT
8401 West Monroe Street, Peoria, Arizona 85345

www.peoriaaz.gov

Agenda Item: 25R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 6, 2015 **Council Meeting Date:** June 16, 2015

TO: Carl Swenson, City Manager

FROM: Katie Gregory, Finance & Budget Deputy Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public Hearing on Fiscal Year 2016 Property Tax Levy

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Purpose:

This is a request for the Mayor and City Council to hold a public hearing regarding the property tax levy for Fiscal Year 2016.

Background/Summary:

During the FY 2016 budget deliberations, it was recommended the City's overall property tax rate be established at $1.44 per $100 of assessed valuation. The primary property tax rate is recommended to be set to $.1900 per $100 of assessed valuation, with the secondary tax rate at $1.25 per $100 of assessed valuation.

Given the proposed rate, the primary property tax levy is expected to generate $2,238,500 in the next fiscal year. This represents a net increase of 5.8% from the FY2015 levy. New development within the City limits will bring in $45,425 of this total.

The City's secondary property tax rate is used to retire outstanding debt on City-issued general obligation bonds. The City's secondary tax rate is scheduled to remain at $1.2500 per $100 of assessed valuation. This will generate a secondary tax levy of $14,726,977 and represents a net increase of 1.9% from the FY2015 levy.

In compliance with Section 42-17104 and 42-17107, Arizona Revised Statutes, the City of Peoria notified property taxpayers through advertisements placed in The Peoria Times on May 29, 2015 and in the Daily News-Sun on June 9, 2015 of our intention to set the City's primary property tax levy. The statute also requires a public hearing regarding the proposed levy. The hearing must take place at least fourteen days prior to the adoption of the tax levy ordinance. The final adoption of the property tax levy is scheduled for July 7, 2015.

Previous Actions:

At the Council Budget Workshops held April 13 and April 15, Council reviewed and discussed a budget that did not include any changes in the property tax rate for FY2016.

Options:

A: No Council action required.

Staff's Recommendation:

No Council action required.

Fiscal Analysis:

Given the proposed rate, the primary property tax levy is expected to generate $2,238,500 and the secondary property tax levy is expected to generate $14,726,977 in the next fiscal year.

Narrative:

The next step requires a minimum of two weeks after the public hearing and is to adopt the Property Tax rate which is scheduled on the July 7 City Council meeting.

Exhibit(s):

Contact Name and Number: Katie Gregory, (623) 773-7364

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26R

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Chris Jacques AICP, Planning & Community Development Director

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

SUBJECT: Resolution opposing Palm Canyon PAD Amendment – Billboards (Glendale) NWC Loop 101 and Bell Road

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Purpose:

This is a request for City Council to review and take action on a Resolution opposing the Becker Boards proposal seeking a PAD Amendment (Zoning change) on the Palm Canyon site in Glendale to enable the erection of two (2) digital billboards.

Background/Summary:

At a June 2nd, City Council Study Session, the Peoria Mayor and City Council directed staff to prepare a Resolution for consideration and action, formally opposing the Palm Canyon PAD Amendment (description below).

Becker Boards has proposed to amend the Planned Area Development (PAD) zoning for the Palm Canyon site to enable the erection of two (2) eighty-five foot tall digital billboards, each at 672 square feet (14' x 48') in area. The Palm Canyon site, located within the City of Glendale, is approximately 26 acres in size and is bounded by Loop 101 (east), Bell Road (south), New River (west) and 83rd Avenue (north). Palm Canyon is entitled as a future two-story office development. Approximately 12.7 acres of the overall site were located within the City of Peoria prior to a de-annexation/annexation action with the City of Glendale in 2007.

This is the second time this case has been filed. It was initially rejected on March 25, 2014 by the Glendale City Council after a contentious public debate, including formal opposition from the Peoria Mayor and City Council through *Resolution 2013-187*. The newly re-filed case is nearly identical with the exception that the billboards would be *digital* instead of static (non-digital).

One of the two placements would be located within 722 feet of the Peoria single-family residential neighborhood of Bell Park. Moreover, like the 2014 case, this case has also provoked significant opposition from constituents in area neighborhoods from both Peoria and Glendale.

A neighborhood meeting was held on March 18, 2015 at Arrowhead Elementary School. Approximately 100 people were in attendance, uniformly in staunch opposition to the case. At the time of printing, this case was scheduled to be heard by the Glendale Planning Commission on June 4, 2015, with a Glendale staff recommendation of denial. The City of Peoria Planning Department has provided a letter on record opposing the case and plans to address the Commission at that time.

Previous Actions:

The Peoria Mayor and City Council unanimously adopted *Resolution 2013-187* on November 19, 2013 opposing the first Becker Boards case.

Options:

A: Take action on a proposed Resolution opposing the Palm Canyon PAD Amendment for two (2) digital billboard placements; or

B: Elect not to take action on the proposed Resolution at this time.

Staff's Recommendation:

If Council desires to oppose this case, a Resolution has been prepared for consideration.

Fiscal Analysis:

None.

Exhibit(s):

Exhibit 1: Proposed Resolution 2015-71

RESOLUTION NO. 2015-71

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA OPPOSING THE BECKER BOARDS REQUEST TO AMEND THE PALM CANYON PAD IN GLENDALE TO PERMIT TWO, EIGHTY-FIVE FOOT HIGH DIGITAL BILLBOARDS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 5, 2007, the Mayor and Council of the City of Peoria adopted Ordinance No. 07-16A approving the de-annexation of a portion of the Palm Canyon site to the City of Glendale in a cooperative effort to formulate a rational service area boundary and facilitate the development of the site for a future office business park;

WHEREAS, the City of Glendale approved an amendment to the North Valley Specific Area Plan redesignating the 26-acre Palm Canyon site to Office and approved the rezoning of said site to a Planned Area Development (PAD) to facilitate the development of the Palm Canyon Business Park as a future professional office park, with localized signage at the entry at 83rd Avenue;

WHEREAS, the City of Glendale engaged in an extensive public outreach process in crafting and advancing a reasonable and comprehensive Ordinance regulating digital billboards in Glendale, wherein on June 26, 2012, the Glendale City Council approved Zoning Text Amendment (ZTA11-01) relegating new digital billboard placements along the Loop 101 to the Sports and Entertainment District between Northern Avenue and Camelback Road;

WHEREAS, the city recognizes the excellent work done in completing an appropriate and well founded Ordinance governing future digital billboard placements along the Loop 101 in Glendale;

WHEREAS, Becker Boards filed a request in 2013 (Case ZON13-04) with the City of Glendale seeking to amend the Palm Canyon Planned Area Development for the purpose of erecting two (2) static billboards, each at 85-feet high and 672 square feet in area. After a contentious public process, which included formal opposition from the Peoria Mayor and City Council through Resolution 2013-187, the case was denied by the Glendale City Council on March 25, 2014;

WHEREAS, Becker Boards filed a new request (Case ZON15-03) in 2015 with the City of Glendale seeking to amend the Palm Canyon Planned Area Development in the same manner for the purpose of erecting two (2) digital billboards, each at 85-feet high and 672 square feet in area;

WHEREAS, the request has once again provoked overwhelming opposition from area residents in both the City of Peoria and the City of Glendale citing negative impacts to neighborhoods from visually intrusive and out-of-scale proposed placements;

WHEREAS, the City of Peoria believes the adoption of Case ZTA11-01 effectively set billboard policy in the City of Glendale at this time along the Loop 101;

WHEREAS, the proposal is inconsistent with the spirit and intent of the approved Glendale Digital Billboard Ordinance and out of compliance with its standards including site location, minimum single-family residential setback, maximum height and minimum separation between placements;

WHEREAS, the request negatively harms Peoria neighborhoods in close proximity to the request;

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

1. The City of Peoria opposes the proposed amendment to the Palm Canyon Planned Area Development (PAD) for the purpose of seeking an allowance for the placement of two (2) digital billboards on the site. The City believes that the proposal is visually intrusive and negatively impacts area neighborhoods and quality of life and is otherwise inconsistent and/or out of compliance with the following:

   a. Cooperative 2007 de-annexation of a portion of the Palm Canyon site to the City of Glendale to facilitate the rezoning of the site and subsequent future development of an office business park with localized signage; and

   b. Adopted Ordinance (ZTA11-01) governing billboard placements along the Loop 101; and

2. The City of Peoria urges the City of Glendale to stand by its well founded Ordinance governing billboard placements along the Loop 101 and not support the aforementioned request to amend the Palm Canyon Planned Area Development (PAD).

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 16th day of June, 2015.

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: 27R

Date Prepared: May 19, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Chris M. Jacques, AICP, Planning and Community Development Director
William Bill Mattingly, P.E., Public Works-Utilities Director

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

SUBJECT: Partial Amendment to Lake Pleasant Heights Development Agreement

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Purpose:

This is a request for City Council to approve the Partial Amendment to the Lake Pleasant Heights Development Agreement, which outlines the financial participation of IOTA Purple in completing the Lone Mountain 36-inch waterline.

Background/Summary:

The City has been working with the owners of the Vistancia, Lake Pleasant Heights, Saddleback Heights and Trilogy West developments to complete a 36-inch waterline crossing the Agua Fria River. This new waterline will connect the city's main water distribution system to the water system currently completed within the Vistancia development. More significantly, this waterline will allow the city to convey potable water west of the Agua Fria River to properties within our water service area (see Exhibit 1).

The proposed Lone Mountain Waterline Joint Development Agreement (JDA) outlines how the City and the developers will proportionally share in the costs of designing, acquiring land and constructing the Lone Mountain Waterline. One of the parties wishing to participate in this JDA is IOTA Purple, which owns a portion of the Lake Pleasant Height development. However, due to restrictions placed upon them by their ownership structure, IOTA Purple is not permitted to be a signatory to the JDA.

The City is entering into a separate agreement with IOTA Purple to allow them to participate in the JDA. The city will accept 110% of the funds that IOTA Purple would have been required to pay based on their proportional share of the project costs. The city will deposit these funds with the project Escrow Agent on behalf of IOTA Purple. If the project costs exceed the deposited funds, IOTA Purple will be required to provide the City with the additional funds or forfeit the rights to the waterline capacity until additional funds are made available.

This agreement is only a financial arrangement to allow IOTA Purple to participate in the Lone Mountain Waterline JDA. The IOTA Purple developers will still be allowed to exercise all the rights of the other development partners as set forth in the Lone Mountain Waterline JDA.

Previous Actions:

The City Council previously approved an amended Development Agreement in November 2005, with Lake Pleasant Heights (LCON 12693B) that required the development to construct the infrastructure required to deliver potable water to the property.

Options:

A: Approve as recommended by Staff; or
B: Approve with modifications; or
C: Deny entering into the agreement

Staff's Recommendation:

Staff recommends the City Council to approve the Partial Amendment to the Lake Pleasant Heights Development Agreement, which outlines the financial participation of IOTA Purple in completing the Lone Mountain 36-inch waterline.

Fiscal Analysis:

IOTA Purple's financial share of the Lone Mountain waterline cost is estimated to be $1,123,947. The city's financial cost is estimated to be $3,921,698. The city's funding is currently identified in the Capital Improvement Program under project UT00233.

Narrative:

If the City Council takes action to approve this agreement, the development partners may move forward with the design, land acquisition and construction of the Lone Mountain 36-inch waterline.

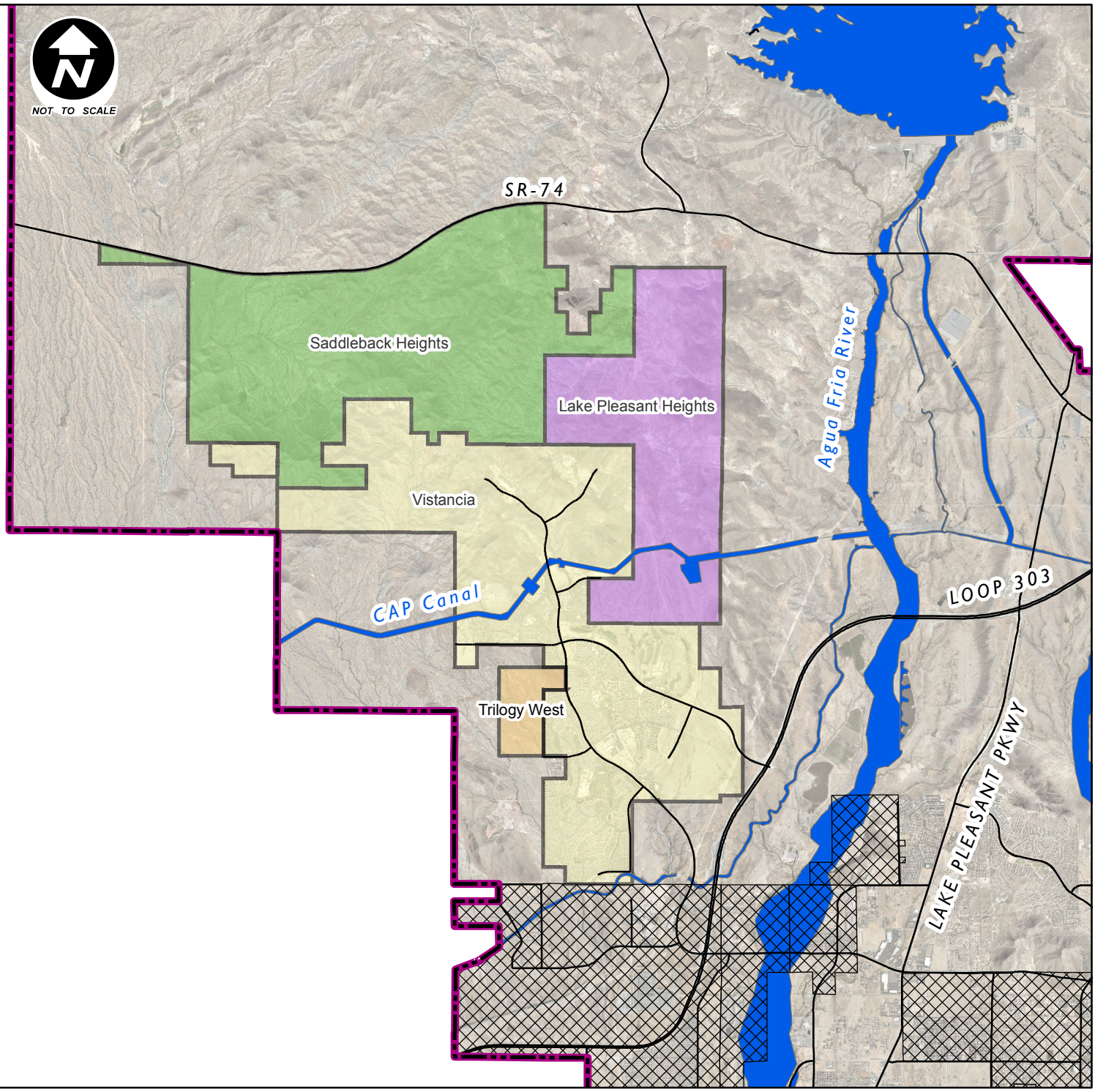
Exhibit(s):

Exhibit 1: Water Service Area
Exhibit 2: Description of Lone Mountain Waterline
Exhibit 3: Allocation of Project Costs table
Exhibit 4: Partial Amendment to Lake Pleasant Heights Development Agreement

Contact Name and Number: Shawn Kreuzwiesner, Engineering Planning Manger, x7643

EXHIBIT I

General Depiction of City's Water Service Area



- Lake Pleasant Heights
- Saddleback Heights
- Vistancia
- Trilogy West
- Lone Mt. Parkway 36-inch Water Line
- Non-Peoria Water Service Area
- Planning Area

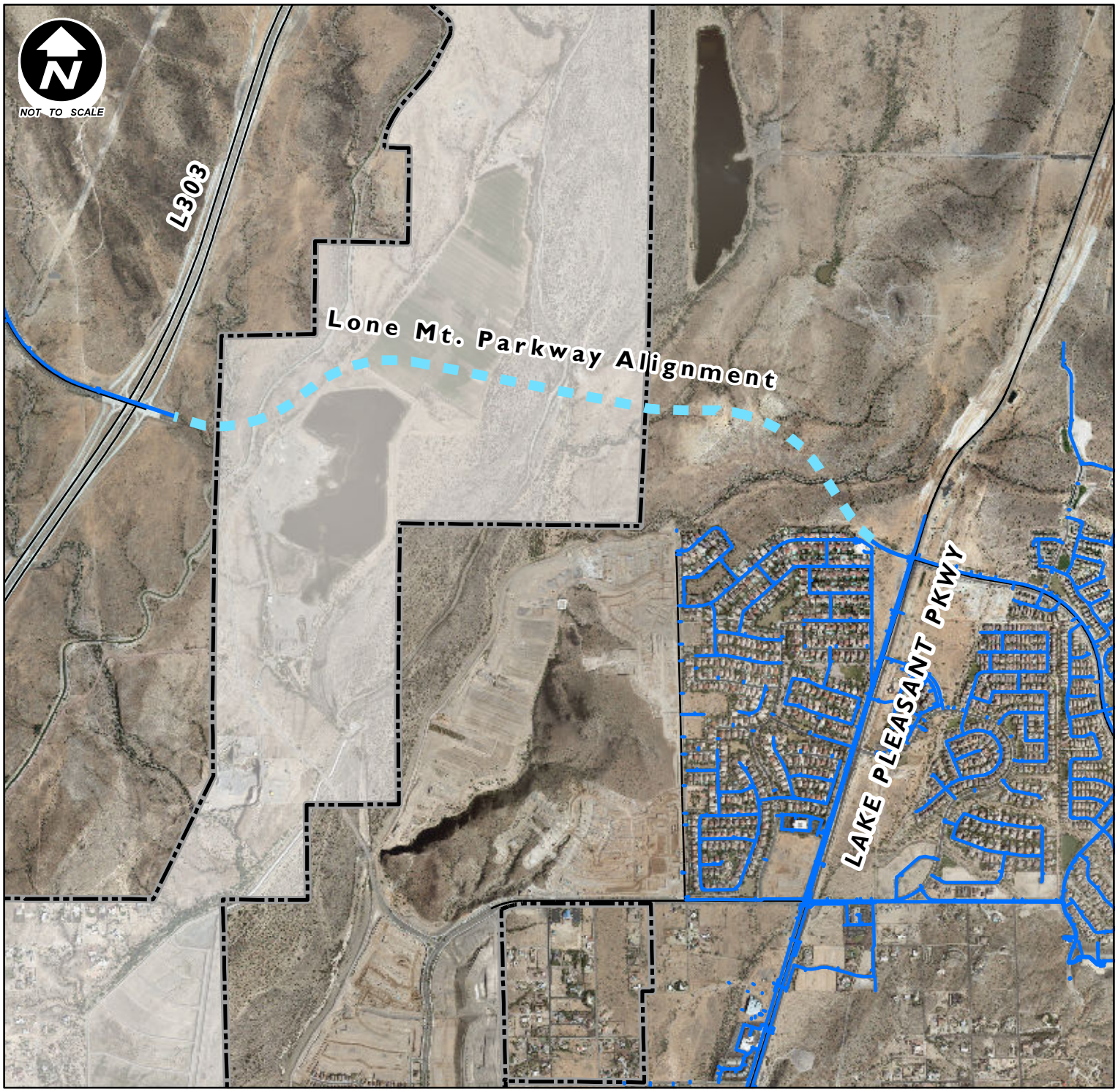
CITY OF PEORIA ARIZONA 1954

GIS GEOGRAPHIC INFORMATION SYSTEMS City of Peoria Arizona

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

EXHIBIT B

Description of Water Transmission Facilities



Lone Mt. Parkway 36-inch Water Line

Peoria Water Distribution Systems

Peoria Corporate Limits

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

EXHIBIT 3 - ALLOCATION EXHIBIT

Project Scope : The project will consist of constructing a 36-inch waterline across the Agua Fria River to connect areas west of the river to Peoria's main water distribution system.

36-inch pipe with a defined capacity of : 22.8 MGD

Design Factors

- based on a maximum velocity of 5 fps
- average day head loss between 1 to 2.5 feet/1,000 feet
- c- factor of 100

COST ESTIMATES			
Lone Mountain Waterline from Loop 303 to LPP	**$ 10,624,371**	***Design/Land***	***Construction***
Prepared by Peoria Engineering Dept Staff - April 24, 2014 *Estimate based on 02-03-2014 design by Goodwin & Marshall*			
Subtotal Project Costs	***$ 10,624,371***	***$ 1,856,608***	***$ 8,767,763***

PROPORTIONAL SHARE OF COSTS					
	Max Day Demand (MGD)	**Proportional % of Capacity**	**Proportional Share of Costs**	***Proportional Share of Design/Land Costs***	***Proportional Share of Construction Costs***
Vistancia (1)	5.2	22.8%	**$ 2,423,102**	*$ 423,437*	*$ 1,999,665*
Trilogy West (2)	0.809	3.5%	**$ 376,979**	*$ 65,877*	*$ 311,102*
Saddleback Heights (3)					
SH - Private	*5.38*	*23.6%*	***$ 2,506,979***	*$ 438,094*	*$ 2,068,884*
Lake Pleasant Heights (4)					
LPH - IOTA Purple	*2.412*	*10.6%*	***$ 1,123,947***	*$ 196,410*	*$ 927,537*
LPH - G3 Noranda	*0.583*	*2.6%*	***$ 271,667***	*$ 47,474*	*$ 224,193*
City of Peoria (5)					
COP - Lands outside participating developments	*8.4*	*36.9%*	***$ 3,921,698***	*$ 685,316*	*$ 3,236,381*
TOTALS	**22.8**	**100.0%**	**$ 10,624,371**	***$ 1,856,608***	***$ 8,767,763***

NOTES

(1) Vistancia's is an ***Average Day Demand*** as required in their Development Agreement with Peoria

(2) Trilogy West demands taken from May 29, 2013 Water Master Plan

(3) Saddleback Heights demands assumes a waster supply for ***7,200 DU's*** and ***5.38 MGD Max Daily Demand*** . This is less than the total demand required to meet the private entitlement of the property as identified in the February 2014 Utility Master Plan (8,269 DU's and 6.16 MGD Max Daily Demand).

(4) Lake Pleasant Heights demands taken from September 2014 Utility Plan

(5) Peoria is funding the cost of oversizing the waterline for Lands outside the participating developments

When Recorded Return to:

City of Peoria
City Clerk's Office
8401 West Monroe Street
Peoria, Arizona 85345

PARTIAL AMENDMENT TO DEVELOPMENT AGREEMENT (LAKE PLEASANT HEIGHTS IN PEORIA, ARIZONA)

This Partial Amendment to Development Agreement (this "Amendment") is made and entered into as of the __ day of _____, 2015 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation (the "City"), and IOTA PURPLE, LLC, an Arizona limited liability company ("Landowner"). The City and the Landowner may be referred to herein individually as a "Party" or collectively as the "Parties."

R E C I T A L S

A. The Landowner owns real property located within the City of Peoria legally described in ***Exhibit "A"*** attached hereto and incorporated herein by this reference (the "Property"). The Property is located within that Planned Community Development (PCD) commonly known as "Lake Pleasant Heights."

B. The Property is subject to the terms and conditions of (i) a Third Amendment to and Restatement of Development Agreement dated as of _____, 2005, and recorded on _____, 2005, as Document No. 2005-_____, Official Records of Maricopa County, Arizona, and (ii) an Extended Operations Contribution Agreement dated as of January 10, 2006, and recorded on February 13, 2006, as Document No. 2006-0198790, Official Records of Maricopa County, Arizona (collectively, the "Original Agreements").

C. As part of the obligations applicable to the Property under the Original Agreements, the developers of the Property are required to construct and install the infrastructure required to deliver potable water to the Property, including all water transmission lines, storage facilities and booster pump stations which will ultimately be owned and operated by the City and used to provide potable water service to the Property. In connection therewith, the City is, essentially concurrently herewith, entering into a Joint Development Agreement with other landowners within the City of Peoria (the "Waterline JDA") for the purpose of the construction and installation of a water transmission line and related facilities commonly known as the "Lone Mountain Waterline" (hereinafter, such water transmission line and related facilities are collectively referred to as the "Water Transmission Facilities"). A copy of the Waterline JDA is attached hereto as ***Exhibit "B"***. The Lone Mountain Waterline will ultimately serve various

properties within the City, including the Property. The Landowner is an intended third-party beneficiary of the Waterline JDA.

D. In partial satisfaction of the obligations of the Landowner under the Original Agreements with respect to the construction and installation of water transmission lines to serve the Property, the Landowner has agreed to pay its allocable share of the costs of the design and construction of the Water Transmission Facilities and the City has agreed to allocate to the Property capacity in the Water Transmission Facilities commensurate with the costs paid by Landowner in connection therewith. For such purposes, the parties are entering into this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree to partially amend the Original Agreements as they apply to the Property only pursuant to the following terms and conditions:

A G R E E M E N T

1. Waterline JDA. The Parties hereto acknowledge that the Property is included as one of the properties benefitted from the Water Transmission Facilities which will be designed and constructed in accordance with the Waterline JDA, subject to the Landowner paying its allocable share of the costs of the design and construction of the Water Transmission Facilities in the percentage set forth in the Waterline JDA. The Parties further acknowledge that pursuant to the terms and conditions of the Waterline JDA, the Landowner is an intended third-party beneficiary of the Waterline JDA and that the City and the other parties to the Waterline JDA have agreed that, notwithstanding the fact that the Landowner is not a party to the Waterline JDA, the Landowner shall have the right to vote on all matters presented for a vote to the parties to the Waterline JDA as and to the extent required by the terms thereof, including without limitation, any amendments to or modifications of the Waterline JDA. Notwithstanding the foregoing, in the event that the parties to the Waterline JDA purport to amend or modify the Waterline JDA without first providing Landowner with the opportunity to vote on such amendment or modification, the City agrees that, without first obtaining the Landowner's prior written consent, it shall not agree or consent to any amendment or modification of the Waterline JDA to the extent any such amendment or modification affects (i) the Property, (ii) the allocable portion of the cost of the design and construction of the Water Transmission Facilities to be paid by Landowner, (iii) the plans and specifications with respect to the Water Transmission Facilities, or (iv) the capacity in the Water Transmission Facilities allocated to the Property.

2. Allocable Share of Costs. The City and the Landowner hereby acknowledge that the allocable share of the costs of the design and construction of the Water Transmission Facilities which are allocable to the Property are expressly set forth in the Waterline JDA. With respect thereto, unless otherwise agreed in writing by the Landowner, the allocable share of the costs of the Water Transmission Facilities allocable to the Property shall not exceed Ten and 60/100 percent (10.6%) of the total costs and expenses thereof.

3. Contribution of Costs by Landowner. The Landowner hereby agrees that it shall pay the costs of the design and construction of the Water Transmission Facilities which are

allocable to the Property as set forth in the Waterline JDA. In connection therewith, the Landowner shall deposit, either with the City or directly into the Escrow Account established pursuant to the term and conditions of the Waterline JDA (the "Escrow Account"), the Property's allocable share of such costs and expenses in two (2) installments as and when hereinafter set forth:

(a) Design and Right of Way Costs. Within ten (10) days after receipt of written notice from the City that the design phase of the Water Transmission Facilities is ready to commence or has commenced, Landowner shall deposit with the City and/or into the Escrow Account, one hundred ten percent (110%) of the Property's proportionate share (as set forth in the Allocation Exhibit attached to the Waterline JDA) of the estimated costs (as set forth in the Budget attached to the Waterline JDA) of the engineering and design of the Water Transmission Facilities and acquisition of Right of Way, including cost of land, appraisals, title insurance and other reasonably related costs; and

(b) Remainder of Improvement Costs. Within ten (10) days after receipt of written notice from the City that the construction phase of the Water Transmission Facilities is ready to commence, Landowner shall deposit with the City and/or into the Escrow Account, one hundred ten percent (110%) of the Property's proportionate share (as set forth in the Allocation Exhibit) of the remainder of the estimated Improvements Costs (as defined in the Waterline JDA) and contingency (each as set forth in the Budget).

Notwithstanding anything contained in the foregoing to the contrary, in the event that the funds deposited by Landowner with the City or into the Escrow Account are insufficient to pay all of the Improvement Costs which are allocable to the Property as a result of cost overruns, change orders, warranty work or otherwise, under the terms of the Waterline JDA, then the Landowner shall deposit with the City or into the Escrow Account, within five (5) business days following receipt of written notice therefor from the City, that portion of such additional costs and expenses which are allocable to the Property. In addition, in the event that following "Final Completion" of the Water Transmission Facilities as defined in the Waterline JDA, the aggregate funds deposited by Landowner with the City or into the Escrow Account exceeded the amount required to pay the Property's proportionate share of costs of the Water Transmission Facilities, then the excess funds shall be refunded to Landowner at such time as the Escrow Agent is required to refund any other undispersed funds to the parties to the Waterline JDA pursuant to the provisions of ***Section 7(f)(vi)*** of the Waterline JDA.

4. Satisfaction of Obligations with Respect to Water Transmission Lines. The City hereby acknowledges and agrees that, upon the (a) payment by Landowner of the proportionate share of the costs of the Water Transmission Facilities which are allocable to the Property pursuant to the terms and conditions of this Amendment, and (b) upon Final Completion of the Water Transmission Facilities as defined in Paragraph 5(a) of the Waterline JDA, the obligations of the Landowner under the Original Agreements with respect to the requirement that it construct

and install water transmission lines for the purpose of delivery of potable water to the Property shall be deemed to be satisfied.

5. Notices. Any and all notices, approvals, consents or other communications required or permitted by this Amendment shall be given in writing and either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, UPS or other similar nationally recognized overnight courier, and addressed to the Parties at the following addresses:

If to the City:	City of Peoria City Manager's Office 8401 West Monroe Street Peoria, Arizona 85345
With a copy to:	City of Peoria City Attorney's Office 8401 West Monroe Street Peoria, Arizona 85345
If to Landowner:	IOTA Purple, LLC Operating Manager 4675 MacArthur Court, Suite 1550 Newport Beach, California 92660

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice will be given at least ten (10) days before the date on which the change is to become effective.

6. Default; Remedies. In the event that either Party hereto fails to perform their respective obligations set forth in this Amendment as and when required herein, the nondefaulting Party shall have all rights and remedies available at law or in equity to enforce the defaulting Party's obligations hereunder.

7. Recordation. No later than ten (10) days after this Amendment has been executed by the City and the Landowner, it shall be recorded in its entirety, by the City, in the Official Records of Maricopa County, Arizona.

8. No Further Modification. Except as expressly modified and amended pursuant to the terms and conditions of this Amendment, the terms and conditions of the Original Agreements shall continue to apply with respect to the Property, unmodified and unchanged in any way.

9. No Effect on Other Real Property Within Lake Pleasant Heights. The Parties hereto hereby acknowledge and agree that this Amendment amends and modifies the terms and conditions of the Original Agreements as they pertain solely to the Property legally described in this Amendment. This Amendment shall not affect in any way and nothing contained in this Amendment shall affect the terms and conditions of the Original Agreements as they pertain to all other real property within the Lake Pleasant Heights Project.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF PEORIA, ARIZONA,
an Arizona municipal corporation

By:_____
Cathy Carlat, its Mayor

IOTA PURPLE, LLC,
an Arizona limited liability company

By:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2015, before me, the undersigned officer, personally appeared Cathy Carlat, who acknowledged herself to be the MAYOR OF THE CITY OF PEORIA, an Arizona municipal corporation:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of
_____, a credible witness by me duly sworn;
_____ whose identity I verified on the basis of his
_____,

and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL: _____
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	**Partial Amendment to the Development Agreement**
Date of Document	
Number of Pages	8
Addt'l Signers *(other than those named in this notarial certificate)*	

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of IOTA PURPLE, LLC, an Arizona limited liability company:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
_____ whose identity I verified on the basis of her/his _____,

and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL: _____
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	**Partial Amendment to the Development Agreement**
Date of Document	
Number of Pages	8
Addt'l Signers *(other than those named in this notarial certificate)*	

EXHIBIT A

LEGAL DESCRIPTION OF THE IOTA PARCEL

EXHIBIT "A"

PARCEL NO. 1:

A PARCEL OF LAND CONSISTING OF ALL OF LOTS 4, 8, 10, 11, 12, 13, PORTIONS OF LOTS 14 AND 15, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 14 BEARS SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST AT A DISTANCE OF 2641.22 FEET, FORMING THE BASIS OF BEARING OF THIS DESCRIPTION;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, NORTH 00 DEGREES 13 MINUTES 01 SECOND EAST A DISTANCE OF 2643.59 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 14;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14, SOUTH 89 DEGREES 45 MINUTES 42 SECONDS EAST A DISTANCE OF 2648.19 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14, ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 13 AND THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE ALONG THE WEST LINE OF SAID SECTION 13, ALSO BEING THE WEST LINE OF SAID LOT 11, NORTH 00 DEGREES 03 MINUTES 52 SECONDS EAST A DISTANCE OF 1316.90 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, ALSO BEING THE WESTERN-MOST CORNER OF SAID LOT 10 AND THE WESTERN-MOST CORNER OF THE SOUTHERLY BOUNDARY OF SAID LOT 16;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 16, ALSO BEING COMMON TO THE BOUNDARIES OF SAID LOTS 10, 8, 12, 15, 14 AND 13 RESPECTIVELY, TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

NORTH 49 DEGREES 03 MINUTES 50 SECONDS EAST, 32.55 FEET, (NORTH 48 DEGREES 51 MINUTES 06 SECONDS EAST, 32.54 FEET RECORD);

NORTH 65 DEGREES 02 MINUTES 26 SECONDS EAST, 455.59 FEET, (NORTH 64 DEGREES 48 MINUTES 36 SECONDS EAST, 455.60 FEET RECORD);

NORTH 80 DEGREES 58 MINUTES 47 SECONDS EAST, 1452.26 FEET, (NORTH 80 DEGREES 44 MINUTES 30 SECONDS EAST, 1452.26 FEET RECORD);

SOUTH 08 DEGREES 29 MINUTES 23 SECONDS EAST, 25.01 FEET, (SOUTH 09 DEGREES 15 MINUTES 12 SECONDS EAST, 25.01 FEET RECORD);

NORTH 81 DEGREES 33 MINUTES 54 SECONDS EAST, 90.15 FEET, (NORTH 80 DEGREES 44 MINUTES 48 SECONDS EAST, 90.16 FEET RECORD);

SOUTH 80 DEGREES 31 MINUTES 21 SECONDS EAST, 336.54 FEET, (SOUTH 80 DEGREES 30 MINUTES 42 SECONDS EAST, 336.53 FEET RECORD);

SOUTH 53 DEGREES 40 MINUTES 34 SECONDS EAST, 912.19 FEET, (SOUTH 53 DEGREES 53 MINUTES 54 SECONDS EAST, 912.19 FEET RECORD);

SOUTH 09 DEGREES 11 MINUTES 58 SECONDS EAST, 307.69 FEET, (SOUTH 09 DEGREES 25 MINUTES

18 SECONDS EAST, 307.69 FEET RECORD);

SOUTH 80 DEGREES 36 MINUTES 12 SECONDS WEST, 300.04 FEET, (SOUTH 80 DEGREES 34 MINUTES 42 SECONDS WEST, 300.04 FEET RECORD);

SOUTH 09 DEGREES 36 MINUTES 43 SECONDS EAST, 300.04 FEET, (SOUTH 09 DEGREES 25 MINUTES 18 SECONDS EAST, 300.04 FEET RECORD);

SOUTH 31 DEGREES 46 MINUTES 00 SECONDS EAST, 974.81 FEET, (SOUTH 32 DEGREES 18 MINUTES 42 SECONDS EAST, 977.00 FEET RECORD);

NORTH 80 DEGREES 47 MINUTES 52 SECONDS EAST, 699.94 FEET, (NORTH 80 DEGREES 34 MINUTES 42 SECONDS EAST, 700.62 FEET RECORD);

NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, 1200.07 FEET, (NORTH 09 DEGREES 25 MINUTES 18 SECONDS WEST, 1200.08 FEET RECORD);

NORTH 80 DEGREES 47 MINUTES 53 SECONDS EAST, 1333.32 FEET, (NORTH 80 DEGREES 35 MINUTES 00 SECONDS EAST, 1331.02 FEET RECORD), TO A POINT ON THE EAST LINE OF SAID SECTION 13 AND THE NORTHEAST CORNER OF SAID LOT 13;

THENCE LEAVING SAID SOUTHERLY BOUNDARY OF SAID LOT 16, ALONG SAID EAST LINE OF SECTION 13, ALSO BEING THE EAST LINE OF SAID LOT 13, SOUTH 00 DEGREES 01 MINUTES 23 SECONDS WEST A DISTANCE OF 1217.77 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 13 AND THE NORTHEAST CORNER OF SAID LOT 14;

THENCE CONTINUING ALONG THE EAST LINE OF SAID SECTION 13, AND THE EAST LINE OF SAID LOTS 14 AND 4 RESPECTIVELY, SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST A DISTANCE OF 2644.27 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13 ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 13, ALSO BEING THE SOUTH LINE OF SAID LOT 4, NORTH 89 DEGREES 37 MINUTES 59 SECONDS WEST A DISTANCE OF 1222.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE ALONG THE WEST LINE OF SAID LOT 4, NORTH 00 DEGREES 11 MINUTES 36 SECONDS EAST A DISTANCE OF 1322.20 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 14 AND THE SOUTHEAST CORNER OF SAID LOT 15;

THENCE ALONG THE SOUTH LINE OF SAID LOT 15 AND THEREAFTER THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, NORTH 89 DEGREES 37 MINUTES 37 SECONDS WEST A DISTANCE OF 3951.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, SOUTH 00 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 1322.96 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, NORTH 89 DEGREES 42 MINUTES 40 SECONDS WEST A DISTANCE OF 2641.22 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT CERTAIN PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13:

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00 DEGREES, 04 MINUTES, 37 SECONDS EAST A DISTANCE OF 1927.03 FEET TO A POINT FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 13 BEARS NORTH 00 DEGREES 04 MINUTES 37 SECONDS EAST AT A DISTANCE OF 717.24 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST A DISTANCE OF 1154.21 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 04 DEGREES 52 MINUTES 15 SECONDS WEST AT A DISTANCE OF 1275.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 00 MINUTES 37 SECONDS A DISTANCE OF 400.78 FEET TO THE BEGINNING OF A NON-TANGENT LINE;

THENCE ALONG THE SAID NON-TANGENT LINE NORTH 60 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 32.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 72 DEGREES 07 MINUTES 40 SECONDS WEST AT A DISTANCE OF 1425.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 40 SECONDS, A DISTANCE OF 345.57 FEET TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, NORTH 31 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 147.11 FEET TO A POINT OF INTERSECTION WITH LOT 16 OF SAID SECTION 13;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 16, NORTH 80 DEGREES 47 MINUTES 52 SECONDS EAST A DISTANCE OF 447.08 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY AND TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 05 MINUTES 42 SECONDS EAST, 145.34 FEET;

SOUTH 28 DEGREES 29 MINUTES 43 SECONDS EAST, 100.28 FEET;

SOUTH 21 DEGREES 59 MINUTES 19 SECONDS EAST, 223.83 FEET;

SOUTH 00 DEGREES 36 MINUTES 15 SECONDS EAST, 76.78 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF SECTIONS 12 AND 13, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 590.12 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 12 BEARS NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST AT A DISTANCE OF 2048.14 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 85 DEGREES 08 MINUTES 19 SECONDS EAST AT A DISTANCE OF 1487.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45 DEGREES 49 MINUTES 36 SECONDS, A DISTANCE OF 1189.74 FEET TO A POINT;

THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE, SOUTH 53 DEGREES 40 MINUTES 52 SECONDS EAST A DISTANCE OF 881.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 32 DEGREES 11 MINUTES 40 SECONDS WEST AT A DISTANCE OF 2215.96 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL OF 42 DEGREES 41 MINUTES 32 SECONDS, A DISTANCE OF 1651.15 FEET TO A POINT;

THENCE ON A NON-TANGENT LINE, SOUTH 89 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 2949.55 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 12 BEARS NORTH 01 DEGREES 09 MINUTES 48 SECONDS EAST AT A DISTANCE OF 2253.86 FEET;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 09 MINUTES 48 SECONDS WEST, A DISTANCE OF 376.79 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SOUTH 00 DEGREES 01 MINUTES 23 SECONDS WEST A DISTANCE OF 1011.62 FEET TO THE NORTHERLY BOUNDARY OF LOT 16 OF SAID SECTION 13;

THENCE ALONG SAID NORTHERLY BOUNDARY, TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 80 DEGREES 46 MINUTES 50 SECONDS WEST, 1914.23 FEET;

NORTH 53 DEGREES 42 MINUTES 04 SECONDS WEST, 1355.11 FEET;

SOUTH 80 DEGREES 56 MINUTES 20 SECONDS WEST, 357.13 FEET;

SOUTH 09 DEGREES 03 MINUTES 22 SECONDS EAST, 25.01 FEET;

SOUTH 80 DEGREES 56 MINUTES 20 SECONDS WEST, 1760.48 FEET;

SOUTH 50 DEGREES 03 MINUTES 32 SECONDS WEST, 122.96 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 987.48 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, NORTH 00 DEGREES 12 MINUTES 40 SECONDS EAST, A DISTANCE OF 2638.67 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:

THAT PORTION OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 590.12 FEET TO A POINT FROM WHICH THE

NORTHWEST CORNER OF SAID SECTION 12 BEARS NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST AT A DISTANCE OF 2048.14 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 85 DEGREES 08 MINUTES 19 SECONDS EAST AT A DISTANCE OF 1487.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 28 MINUTES 28 SECONDS, A DISTANCE OF 142.13 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID CURVE AND TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 64 DEGREES 26 MINUTES 14 SECONDS EAST 110.34 FEET;

SOUTH 42 DEGREES 44 MINUTES 44 SECONDS EAST 312.69 FEET;

NORTH 82 DEGREES 31 MINUTES 42 SECONDS EAST 214.06 FEET;

SOUTH 28 DEGREES 15 MINUTES 29 SECONDS EAST, 316.01 FEET;

SOUTH 59 DEGREES 02 MINUTES 10 SECONDS EAST, 527.48 FEET;

SOUTH 22 DEGREES 17 MINUTES 08 SECONDS EAST, 229.37 FEET;

SOUTH 49 DEGREES 45 MINUTES 49 SECONDS EAST, 177.75 FEET;

SOUTH 25 DEGREES 16 MINUTES 40 SECONDS EAST, 277.04 FEET;

SOUTH 05 DEGREES 31 MINUTES 15 SECONDS WEST, 186.47 FEET TO A POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 39 DEGREES 07 MINUTES 06 SECONDS WEST AT A DISTANCE OF 2215.96 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06 DEGREES 55 MINUTES 26 SECONDS, A DISTANCE OF 267.79 FEET;

THENCE ON A NON-TANGENT LINE, NORTH 53 DEGREES 40 MINUTES 52 SECONDS WEST, A DISTANCE OF 881.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 39 DEGREES 18 MINUTES 43 SECONDS EAST, AT A DISTANCE OF 1487.50 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 21 MINUTES 07 SECONDS, A DISTANCE OF 1047.61 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

THAT PORTION OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 590.12 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 12 BEARS NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST AT A DISTANCE OF 2048.14 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 85 DEGREES 08 MINUTES 19 SECONDS EAST AT A DISTANCE OF 1487.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 28 MINUTES 28 SECONDS, A DISTANCE OF 142.13 FEET;

THENCE LEAVING SAID CURVE AND TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 64 DEGREES 26 MINUTES 14 SECONDS EAST, 110.34 FEET;

SOUTH 42 DEGREES 44 MINUTES 44 SECONDS EAST, 312.69 FEET;

NORTH 82 DEGREES 31 MINUTES 42 SECONDS EAST, 214.06 FEET;

SOUTH 28 DEGREES 15 MINUTES 29 SECONDS EAST, 316.01 FEET;

SOUTH 59 DEGREES 02 MINUTES 10 SECONDS EAST, 527.48 FEET;

SOUTH 22 DEGREES 17 MINUTES 08 SECONDS EAST, 229.37 FEET;

SOUTH 49 DEGREES 45 MINUTES 49 SECONDS EAST, 177.75 FEET;

SOUTH 25 DEGREES 16 MINUTES 40 SECONDS EAST, 277.04 FEET;

SOUTH 05 DEGREES 31 MINUTES 15 SECONDS WEST, 186.47 FEET TO A POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 39 DEGREES 07 MINUTES 06 SECONDS WEST AT A DISTANCE OF 2215.96 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 45 SECONDS, A DISTANCE OF 153.25 FEET TO A POINT ON THE ARC AND THE POINT OF BEGINNING;

THENCE LEAVING SAID CURVE AND TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 64 DEGREES 41 MINUTES 59 SECONDS EAST, 206.45 FEET;

NORTH 67 DEGREES 09 MINUTES 59 SECONDS EAST, 124.74 FEET;

NORTH 78 DEGREES 20 MINUTES 59 SECONDS EAST, 119.86 FEET;

SOUTH 81 DEGREES 38 MINUTES 14 SECONDS EAST, 262.11 FEET;

SOUTH 58 DEGREES 53 MINUTES 05 SECONDS EAST, 55.08 FEET;

SOUTH 03 DEGREES 10 MINUTES 39 SECONDS EAST, 82.87 FEET;

SOUTH 07 DEGREES 21 MINUTES 21 SECONDS WEST, 215.51 FEET;

SOUTH 16 DEGREES 34 MINUTES 52 SECONDS EAST, 694.85 FEET;

NORTH 89 DEGREES 11 MINUTES 25 SECONDS WEST, 275.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 74 DEGREES 53 MINUTES 12 SECONDS WEST AT A DISTANCE OF 2215.96 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 48 MINUTES 21 SECONDS, A DISTANCE OF 1230.11 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 590.12 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 12 BEARS NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 2048.14 FEET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 85 DEGREES 08 MINUTES 19 SECONDS EAST AT A DISTANCE OF 1487.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45 DEGREES 49 MINUTES 36 SECONDS, A DISTANCE OF 1189.74 FEET TO A POINT;

THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE, SOUTH 53 DEGREES 40 MINUTES 52 SECONDS EAST, A DISTANCE OF 881.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 32 DEGREES 11 MINUTES 40 SECONDS WEST AT A DISTANCE OF 2215.96 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42 DEGREES 41 MINUTES 32 SECONDS, A DISTANCE OF 1651.15 FEET TO A POINT;

THENCE ON A NON-TANGENT LINE, SOUTH 89 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 1225.55 FEET TO THE POINT OF BEGINNING;

THENCE TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 10 MINUTES 17 SECONDS WEST, 250.28 FEET;

NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 835.42 FEET;

SOUTH 35 DEGREES 07 MINUTES 11 SECONDS EAST, 292.43 FEET;

NORTH 89 DEGREES 11 MINUTES 25 SECONDS WEST, 897.29 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6:

THAT PORTION OF SECTIONS 1 AND 12, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 1 BEARS SOUTH 89 DEGREES 41 MINUTES 51 SECONDS EAST, A DISTANCE OF 2638.53 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, SOUTH 89 DEGREES 41 MINUTES 51 SECONDS EAST, A DISTANCE OF 859.15 FEET;

THENCE LEAVING SAID NORTH LINE AND TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 17 MINUTES 51 SECONDS WEST 337.67 FEET;

SOUTH 53 DEGREES 03 MINUTES 41 SECONDS EAST, 526.00 FEET;

SOUTH 41 DEGREES 06 MINUTES 40 SECONDS EAST, 1050.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 24 DEGREES 01 MINUTES 45 SECONDS EAST, A DISTANCE OF 197.84 FEET;

THENCE NORTHEASTERLY TO SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 185 DEGREES 43 MINUTES 56 SECONDS, A DISTANCE OF 641.34 FEET TO A POINT;

THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE, SOUTH 69 DEGREES 33 MINUTES 15 SECONDS WEST, 995.15 FEET;

THENCE TRAVERSING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 23 DEGREES 54 MINUTES 39 SECONDS EAST, 454.54 FEET;

SOUTH 07 DEGREES 46 MINUTES 58 SECONDS WEST, 1069.36 FEET;

SOUTH 59 DEGREES 14 MINUTES 17 SECONDS EAST, 205.44 FEET;

NORTH 61 DEGREES 51 MINUTES 34 SECONDS EAST, 276.44 FEET;

SOUTH 39 DEGREES 53 MINUTES 01 SECONDS EAST, 1660.72 FEET;

SOUTH 49 DEGREES 05 MINUTES 18 SECONDS WEST, 350.30 FEET;

SOUTH 47 DEGREES 48 MINUTES 44 SECONDS EAST, 779.62 FEET;

SOUTH 03 DEGREES 12 MINUTES 09 SECONDS EAST, 242.96 FEET;

NORTH 89 DEGREES 25 MINUTES 06 SECONDS EAST, 676.11 FEET;

SOUTH 76 DEGREES 29 MINUTES 43 SECONDS EAST, 890.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 15 DEGREES 40 MINUTES 55 SECONDS WEST AT A DISTANCE OF 280.37 FEET TO A POINT;

THENCE SOUTHEASTERLY TO SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 153 DEGREES 12 MINUTES 20 SECONDS, A DISTANCE OF 749.69 FEET TO A POINT;

THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE, NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1418.75 FEET;

THENCE SOUTH 53 DEGREES 38 MINUTES 50 SECONDS WEST, A DISTANCE OF 671.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 75 DEGREES 46 MINUTES 29 SECONDS WEST, AT A DISTANCE OF 200.28 FEET;

THENCE SOUTHEASTERLY TO NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 122 DEGREES 17 MINUTES 37 SECONDS, A DISTANCE OF 427.48 FEET TO A POINT;

THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE, NORTH 75 DEGREES 41 MINUTES 50 SECONDS WEST, A DISTANCE OF 1451.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 55 DEGREES 06 MINUTES 38 SECONDS WEST AT A DISTANCE OF 201.40 FEET;

THENCE SOUTHWESTERLY TO NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 126 DEGREES 41 MINUTES 11 SECONDS, A DISTANCE OF 445.31 FEET TO A POINT;

THENCE LEAVING SAID CURVE ON A TANGENT LINE, NORTH 06 DEGREES 55 MINUTES 07 SECONDS WEST A DISTANCE OF 250.52 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 58 SECONDS WEST, A DISTANCE OF 339.91 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 26 SECONDS WEST, A DISTANCE OF 224.67 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12;

THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 1310.45 FEET TO THE NORTHWEST CORNER OF SAID SECTION 12, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 09 MINUTES 54 SECONDS EAST, A DISTANCE OF 2638.25 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 14 MINUTES 07 SECONDS EAST, A DISTANCE OF 2639.11 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7:

AN EASEMENT FOR ACCESS AND UTILITIES CREATED IN DOCUMENT NO. 98-223363, AND SUPPLEMENTED IN DOCUMENT NO. 99-214316, RECORDS OF MARICOPA COUNTY, ARIZONA, OVER THE EAST 30.00 FEET OF THE FOLLOWING PARCELS A, B AND C:

(A) THE PORTION OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH OF THE RIGHT OF WAY OF ARIZONA HIGHWAY 74;

(B) SECTION 34, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

(C) SECTION 3, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

AND OVER THE WEST 30.00 FEET OF THE NORTH 30.00 FEET OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 8:

AN EASEMENT FOR ACCESS AND UTILITIES, AS CREATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 99-576038, RECORDS OF MARICOPA COUNTY, ARIZONA, OVER THE NORTH 30.00 FEET OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND OVER THE EAST 30.00 FEET OF THE NORTH 30.00 FEET OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 9:

PERMANENT AND NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS BOTH VEHICULAR AND NON-VEHICULAR, ROADWAY AND RELATED FACILITIES AS CREATED BY EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2005-1285971, RECORDS OF MARICOPA COUNTY, ARIZONA.

ALTA-ACSM SURVEY
LAKE PLEASANT HEIGHTS
PORTIONS OF SECTIONS 1, 12, 13 & 14
T5N,R1W, G.&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

SCHEDULE B -SECTION II, TITLE NO. ST55091442

(NP) = NON-PLOTTABLE EXCEPTION

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. (NP)

2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records. (NP)

3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land. (NP)

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records. (NP)

5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. SHOWN HEREON AS **1, **2, **3, **4, & **5 on Sheet 3 of 5.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. (NP)

7. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2009. (NP)

8. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof. (NP)

9. Water rights, claims or title to water, whether or not disclosed by the public records. (NP)

10. Any rights, liens, claims or equities, if any, in favor of the following named districts:

a) Western Maricopa Education Center, District 402
b) White Peak Ranch Planned Community District
(NP)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: access
Recording Date: June 8, 1988 SHOWN HEREON AS (11) ON SHEET 3 OF 5.
Recording No: 88-279077

12. Matters contained in that certain document:
Entitled: Annexation and Development Agreement
Dated: December 7, 1993

Recording Date: January 21, 1994 (NP)
Recording No: 94-0056067

And thereafter amended in a document
Entitled: First Amendment to Annexation and Development Agreement Dated: June 10, 2002 Recording Date: September 16, 2002 Recording No: 2002-0946414
Reference is hereby made to said documents for full particulars. (NP)

13. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No.: 98-0223358 SHOWN HEREON AS (13) ON SHEET 5 OF 5.

14. All matters contained in that certain instrument entitled "Grant of Access and Utilities Easement":

Recording Date: March 23, 1998
Recording No: 98-0223363

and thereafter appended in that certain instrument entitled "Supplement to Grant of Access and Utilities Easement":

Recording Date: March 5, 1999
Recording No: 99-0214316 SHOWN HEREON AS (14) ON SHEETS 2 OF 5 AND 5 OF 5.

Reference is hereby made to said documents for full particulars.

15. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the following documents:

Recording No.: 98-0223366
Recording No: 98-0612484 SHOWN HEREON AS (15) ON SHEET 5 OF 5.

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: access, ingress and egress
Recording Date: September 15, 2000
Recording No: 2000-0710626 SHOWN HEREON AS (16) ON SHEET 5 OF 5.

17. All matters contained in that certain instrument entitled "Access and Utility Easements":

Recording Date: May 18, 2001
Recording No: 2001-0421750 SHOWN HEREON AS (17) ON SHEETS 2 OF 5 AND 5 OF 5.
Reference is hereby made to said document for full particulars.

CONTINUED ABOVE RIGHT....

SCHEDULE B CONTINUED:

18. All matters contained in that certain instrument entitled "Access and Utility Easements":

Recording Date: May 18, 2001
Recording No: 2001-0421751 SHOWN HEREON AS (18) ON SHEET 5 OF 5.
Reference is hereby made to said document for full particulars.

19. All matters contained in that certain instrument entitled "Easement Agreement":

Recording Date: September 1, 2005
Recording No: 2005-1285971 SHOWN HEREON AS (19) ON SHEET 3 OF 5.
Reference is hereby made to said documents for full particulars.

20. All matters contained in that certain instrument entitled "Memorandum of Agreement":

Recording Date: September 1, 2005
Recording No: 2005-1285974 (NP)
Reference is hereby made to said documents for full particulars.

21. All matters contained in that certain instrument entitled "Agreement":

Recording Date: December 14, 2005
Recording No: 2005-1857898 (NP)
Reference is hereby made to said documents for full particulars.

22. All matters as set forth in City of Peoria Ordinance No. 05-66A as recorded in a document:

Recording Date: December 19, 2005
Recording No: 2005-1912259 (NP)
Reference is hereby made to said documents for full particulars.

23. All matters contained in that certain instrument entitled "Extended Operations Contribution Agreement":

Recording Date: February 13, 2006
Recording No: 2006-0198790 (NP)
Reference is hereby made to said documents for full particulars.

24. All matters contained in that certain instrument entitled "Easement Agreement":

Recording Date: January 22, 2007
Recording No: 2007-0080676 (NP)
Reference is hereby made to said document for full particulars.

25. Right of parties in possession, including, but not limited to month to month tenancies. (NP)

26. Right of Way for the Central Arizona Project Canal. Shown hereon as (26) on sheets 3 of 5 and 4 of 5.

AREA TABLE

(AS MEASURED)

PARCEL	SQUARE FEET	ACRES	COMMENTS
1	21,334,662.12	489.776	GROSS
EXCEPT	217,822.90	5.001	EXCEPT
1	21,116,839.22	484.776	NET
2	9,933,674.62	228.046	
3	632,441.25	14.519	
4	378,240.76	8.683	
5	200,852.66	4.611	
6	15,066,070.97	345.889	
7	N/A	N/A	N/A
8	N/A	N/A	N/A
9	N/A	N/A	N/A
TOTAL	47,328,119.48	1,086.504	NET

TOTAL AREA SHOWN IS THE SUM OF PARCELS 1 THROUGH 6 LESS THE EXCEPTION PARCEL.

SHEET INDEX

SHEET 1..... COVER, SCHEDULE B, NOTES, LEGEND AND CERTIFICATION

SHEET 2..... LEGAL DESCRIPTION OF PARCELS 1, 7, 8 & 9, PARCEL AND VICINITY MAP

SHEET 3..... SURVEY OF PARCEL NO. 1

SHEET 4..... LEGAL DESCRIPTIONS AND SURVEY OF PARCELS 2 THROUGH 5

SHEET 5..... LEGAL DESCRIPTION AND SURVEY OF PARCEL 6

LEGEND

————	BOUNDARY THIS SURVEY
————	OTHER BOUNDARY / RIGHT OF WAY
- - - - - -	NON-BOUNDARY FRACTIONAL LINE / G.L.O. LOT LINE
————	EASEMENT LINE AS NOTED
—o—o—	FENCE LINE
- - - - - -	DIRT ROAD / JEEP TRAIL
A	FEMA ZONE "A" BOUNDARY VERY ROUGHLY INTERPRETED
7	LOT NUMBER (G.L.O. OR B.L.M.)
13	SECTION NUMBER
G.L.O.	GENERAL LAND OFFICE
B.L.M.	BUREAU OF LAND MANAGEMENT
B.O.R.	BUREAU OF RECLAMATION
M.C.D.O.T.	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
M.C.R.	MARICOPA COUNTY RECORDER / RECORDS
FD.	FOUND
811-26	PLAT RECORDING NUMBERS
(R)	RECORD
(M)	MEASURED
B.C.	BRASS CAP
A.C.	ALUMINUM CAP
I.P.	IRON PIPE
R.B.	IRON REINFORCING BAR
HCN	HARD CUT NAIL
(#)	SCHEDULE B TITLE EXCEPTION CALLOUT.

NOTES:

1. BASIS OF BEARING: S 89°41'51" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN HEREON.

2. RESEARCH MATERIALS:

1.) G.L.O. PLAT OF TOWNSHIP 6 NORTH, RANGE 1 WEST
2.) G.L.O. PLAT OF TOWNSHIP 5 NORTH, RANGE 1 WEST
3.) B.L.M. FIELD NOTES BOOK 5264
4.) PLAT OF DEPENDANT RESURVEY OF SECTION 13 2721-B (B.L.M.)
5.) PLAT OF DEPENDANT RESURVEY AND SUBDIVISION OF SECTION 14, 2721-C (B.L.M.)
6.) MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY, BOOK 678, PG. 17 (M.C.R.)
7.) UNRECORDED COORDINATE INFORMATION PROVIDED BY THE BUREAU OF RECLAMATION
8.) UNRECORDED A.L.T.A. SURVEY BY ERIE AND ASSOCIATES JOB NO. 1304.05 DATED 4-20-04
9.) SPECIAL WARRANTY DEED 92-0082723 (M.C.R.)
10.) SPECIAL WARRANTY DEED 99-0576038 (M.C.R.)
11.) THE NOTED TITLE REPORT AND SUPPORTING DOCUMENTS.
12.) TRUST DEED 2009-0553286 (M.C.R.)

3. THERE IS NO PHYSICAL ACCESS TO A PUBLIC WAY.

4. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

5. ACCORDING TO FLOOD INSURANCE RATE MAP NO. 04013C0740 D, PANEL 740 OF 4350, EFFECTIVE APRIL 15, 1988, THE SUBJECT PROPERTY LIES IN ZONE B, WITH THE EXCEPTION OF TWO SMALL AREAS THAT LIE IN ZONE A. THE ZONE A AREAS ARE VERY ROUGHLY DEPICTED ON SHEETS 3 OF 5 AND 4 OF 5 ALONG THE NORTHERLY SIDE OF THE CAP CANAL.

6. OTHER THAN NUISANCE DUMPING, THERE WAS NO EVIDENCE OBSERVED THAT THE SITE HAS BEEN USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

7. THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.

8. THIS SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE TITLE NUMBER ST55091442 SECOND AMENDED, ISSUED BY SECURITY TITLE AGENCY AND DATED EFFECTIVE JULY 17, 2009 AT 7:50 A.M.

9. TOPOGRAPHIC FEATURES ARE IDENTIFIED BY CALLOUT.

10. PARCELS 7 AND 8 HAVE NOT BEEN SURVEYED AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

11. PARCEL NO. 9 LIES WITHIN PARCEL NO.1 AS AN EASEMENT INTEREST.

12. CONTOURS ARE SHOWN ONLY TO REFLECT THE CHARACTER OF THE PROPERTY, AND CANNOT BE ANNOTATED AT THE PUBLISHED SCALE OF THE SURVEY.

CERTIFICATION

CERTIFIED TO:

IOTA PURPLE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY;

AMTRUST BANK;

SECURITY TITLE AGENCY AS ISSUING AGENT FOR
SECURITY UNION TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY UPON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA AND ACSM SURVEYS" JOINTLY ADOPTED BY ALTA AND ACSM IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 10, 11, 16 AND 18 OF TABLE A THEREOF AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA, NSPS AND ACSM AND EFFECTIVE ON THIS DATE) UNDERSIGNED FURTHER CERTIFIES THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALOWABLE POSITIONAL TOLERANCE.

[redacted]

JOHN R. SNODGRASS, R.L.S. AZ

EXPIRES 6-30-2010

ALTA-ACSM SURVEY LAKE PLEASANT HEIGHTS			
PREPARED BY GANNETT FLEMING INC. 4722 N. 24TH STREET, STE. 250 PHOENIX, ARIZONA, 85016-4852 PH. 602-553-8817, FAX 602-553-8816			
SCALE: AS SHOWN			SHEET 1 of 5
JOB NO	DATE	SURVEY BY	DRAWN BY:
48578.001	09-2009	JD-JL-JRS	JRS

Legal Descriptions of Parcels No. 1, No. 7, No. 8 & No. 9

Parcel No. 1:

A parcel of land consisting of all of Lots 4, 8, 10, 11, 12, 13, and a portion of Lots 14 and 15, the southeast quarter of the northwest quarter, and the North half of the southwest quarter of Section 13; and the southeast quarter of Section 14, all in Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; more particularly described as follows:

Beginning at the South quarter corner of said Section 14, from which the southeast corner of said Section 14 bears South 89 degrees 42 minutes 40 seconds East at a distance of 2641.22 feet, forming the Basis of Bearing of this description;

thence along the North-South mid-section line of said Section 14, North 00 degrees 13 minutes 01 East a distance of 2643.59 feet to the center quarter corner of said Section 14;

thence along the East-West mid-section line of said Section 14, South 89 degrees 45 minutes 42 seconds East a distance of 2648.19 feet to the East quarter corner of said Section 14, also being the West quarter corner of said Section 13 and the southwest corner of said Lot 11;

thence along the West line of said Section 13 also being the West line of said Lot 11, North 00 degrees 03 minutes 52 seconds East a distance of 1316.90 feet to the northwest corner of said Lot 11, also being the western-most corner of said Lot 10 and the western-most corner of the southerly boundary of said Lot 16;

thence along the southerly boundary of said Lot 16, also being common to the boundaries of said Lots 10, 8, 12, 15, 14 and 13 respectively, traversing the following courses and distances:

North 49 degrees 03 minutes 50 seconds East, 32.55 feet, (North 48 degrees 51 minutes 06 seconds East, 32.54 feet record);

North 85 degrees 02 minutes 26 seconds East, 455.59 feet, (North 84 degrees 48 minutes 36 seconds East, 455.60 feet record);

North 80 degrees 58 minutes 47 seconds East, 1452.26 feet, (North 80 degrees 44 minutes 30 seconds East, 1452.26 feet record);

South 08 degrees 29 minutes 23 seconds East, 25.01 feet, (South 09 degrees 15 minutes 12 seconds East, 25.01 feet record);

North 81 degrees 33 minutes 54 seconds East, 90.15 feet, (North 80 degrees 44 minutes 48 seconds East, 90.16 feet record);

South 80 degrees 31 minutes 21 seconds East, 336.54 feet, (South 80 degrees 30 minutes 42 seconds East, 336.53 feet record);

South 53 degrees 40 minutes 34 seconds East, 912.19 feet, (South 53 degrees 53 minutes 54 seconds East, 912.19 feet record);

South 09 degrees 11 minutes 58 seconds East, 307.69 feet, (South 09 degrees 25 minutes 18 seconds East, 307.69 feet record);

South 80 degrees 35 minutes 12 seconds West, 300.04 feet, (South 80 degrees 34 minutes 42 seconds West, 300.04 feet record);

South 09 degrees 36 minutes 43 seconds East, 300.04 feet, (South 09 degrees 25 minutes 18 seconds East, 300.04 feet record);

South 31 degrees 46 minutes 00 seconds East, 974.81 feet, (South 32 degrees 18 minutes 42 seconds East, 977.00 feet record);

North 80 degrees 47 minutes 52 seconds East, 699.94 feet, (North 80 degrees 34 minutes 42 seconds East, 700.62 feet record);

North 09 degrees 12 minutes 02 seconds West, 1200.07 feet, (North 09 degrees 25 minutes 18 seconds West, 1200.08 feet record);

North 80 degrees 47 minutes 53 seconds East, 1333.32 feet, (North 80 degrees 35 minutes 00 seconds East, 1331.02 feet record), to a point on the East line of said Section 13 and the northeast corner of said Lot 13;

thence leaving said southerly boundary of said Lot 16, along said East line of Section 13, also being the East line of said Lot 13, South 00 degrees 01 minutes 23 seconds West a distance of 1217.77 feet to the East quarter corner of said Section 13, also being the southeast corner of said Lot 13 and the northeast corner of said Lot 14;

thence continuing along the East line of said Section 13, and the East line of said Lots 14 and 4 respectively, South 00 degrees 04 minutes 37 seconds West a distance of 2644.27 feet to the southeast corner of said Section 13 also being the southeast corner of said Lot 4;

thence along the South line of said Section 13, also being the South line of said Lot 4, North 89 degrees 37 minutes 59 seconds West a distance of 1222.38 feet to the southwest corner of said Lot 4;

thence along the West line of said Lot 4, North 00 degrees 11 minutes 36 seconds East a distance of 1322.20 feet to the northwest corner of said Lot 4, also being the southwest corner of said Lot 14 and the southeast corner of said Lot 15;

thence along the South line of said Lot 15 and thereafter the South line of said North half of the southwest quarter of Section 13, North 89 degrees 37 minutes 37 seconds West a distance of 3951.50 feet to the southwest corner of said North half of the southwest quarter of Section 13;

thence along the East line of said southeast quarter of Section 14, South 00 degrees 22 minutes 05 West a distance of 1322.98 feet to the southeast corner of said Section 14;

thence along the South line of said southeast quarter of Section 14, North 89 degrees 42 minutes 40 seconds West a distance of 2641.22 feet to the Point of Beginning.

Except therefrom the following described parcel:

That certain part of the southeast quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 13:

thence along the East line of said southeast quarter, North 00 degrees, 04 minutes, 37 seconds East a distance of 1927.03 feet to a point from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East at a distance of 717.24 feet;

thence leaving said East line, North 89 degrees 55 minutes 23 seconds West a distance of 1154.21 feet to the Point of Beginning, said point lying on a non-tangent curve, concave southeasterly, the radius point of which bears South 04 degrees 52 minutes 15 seconds West at a distance of 1275.00 feet; (Continued above right....)

Continued from Below Left.....

thence southwesterly along the arc of said curve, through a central angle of 18 degrees 00 minutes 37 seconds a distance of 400.78 feet to the beginning of a non-tangent line;

thence along the said non-tangent line North 60 degrees 25 minutes 59 seconds West a distance of 32.89 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 72 degrees 07 minutes 40 seconds West at a distance of 1425.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 13 degrees 53 minutes 40 seconds, a distance of 345.57 feet to the beginning of a tangent line;

thence along said tangent line, North 31 degrees 46 minutes 00 seconds West a distance of 147.11 feet to a point of intersection with Government Lot 16 of said Section 13;

thence along the southerly boundary of said Lot 16, North 80 degrees 47 minutes 52 seconds East a distance of 447.08 feet to a point;

thence leaving said southerly boundary and traversing the following courses and distances:

South 31 degrees 05 minutes 42 seconds East, 145.34 feet;

South 28 degrees 29 minutes 43 seconds East, 100.28 feet;

South 21 degrees 59 minutes 19 seconds East, 223.83 feet;

South 00 degrees 36 minutes 15 seconds East, 76.78 feet to the Point of Beginning.

FOR THE LEGAL DESCRIPTIONS OF PARCELS NO. 2 THROUGH NO. 5 SEE SHEET 4 OF 5,
FOR THE LEGAL DESCRIPTION OF PARCEL NO. 6 SEE SHEET 5 OF 5.

NOTE: PARCELS 7 & 8 ARE NOT SURVEYED, AND ARE ONLY GRAPHICALLY REPRESENTED FOR INFORMATIONAL PURPOSES.

PARCEL NO. 7:

An easement for access and utilities created in Document No. 98-223383 and supplemented in Document No. 99-214316, over the East 30 feet of the following Parcels A, B and C:

(A) The portion of Section 27, Township 8 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the right of way of Arizona Highway 74;

(B) Section 34, Township 8 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

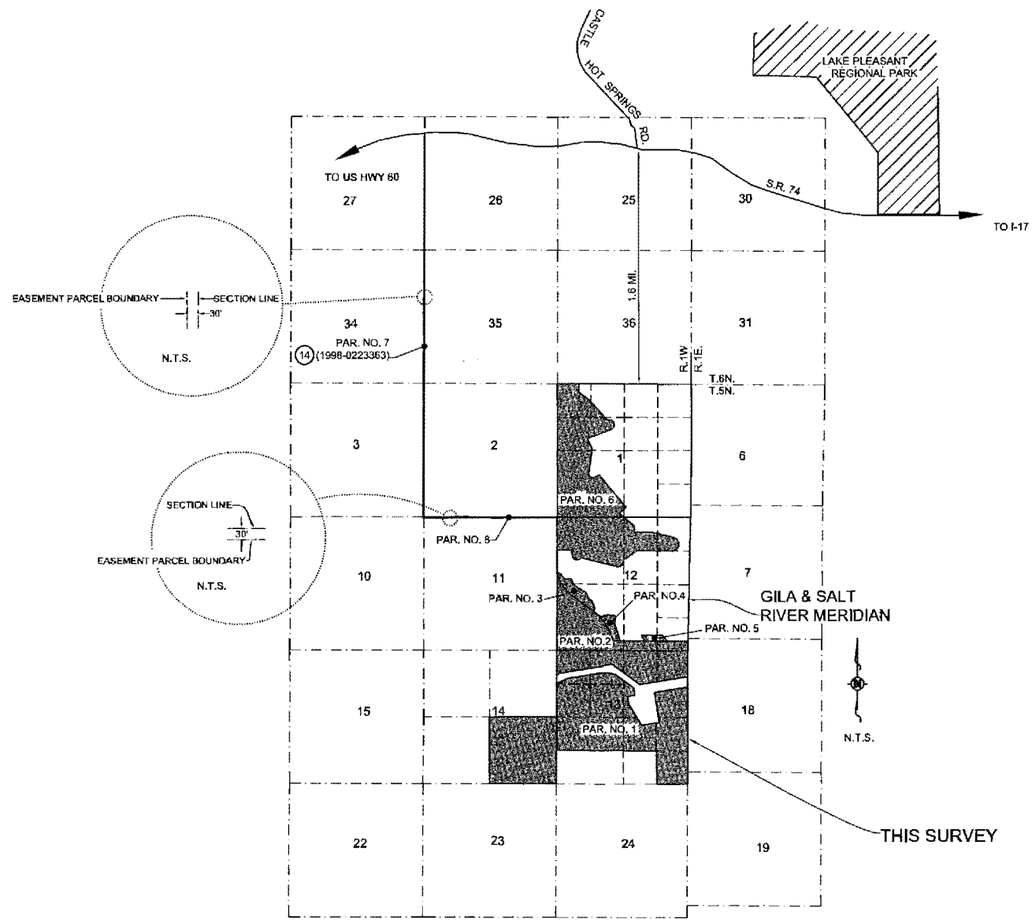
(C) Section 3, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; And over the West 30 feet of the North 30 feet of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 8:

An easement for access and utilities over the North 30 feet of Section 11, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and over the East 30 feet of the North 30 feet of Section 10, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 9:

Permanent and non-exclusive easement for ingress, egress both vehicular and non-vehicular, roadway and related facilities as created by Easement Agreement recorded in Document No. 2005-1285971.



VICINITY AND
PARCEL MAP, PARCELS NO. 1 THROUGH 8
SEE SHEET 3 OF 5 FOR PARCEL 9

[redacted]

EXPIRES 6-30-2010

ALTA-ACSM SURVEY, LAKE PLEASANT HEIGHTS
LEGAL DESCRIPTIONS PARCEL 1 & PARCELS 7, 8 & 9

PREPARED BY GANNETT FLEMING INC.
4722 N. 24TH STREET, STE. 250
PHOENIX, ARIZONA, 85016-4852
PH. 602-553-8817, FAX 602-553-8815

SCALE: N/A			SHEET 2 of 5
JOB NO	DATE	SURVEY BY	DRAWN BY:
51622.001	08-2009	JD-JL-JRS	JRS

ENCROACHMENT NOTES

**1) CANAL FENCE ENCROACHES 1.5' ONTO PROPERTY

**2) NEW 8'X8' BLOCK WALL. PYLASTER AT SOUTH END ENCROACHES 1.7' ONTO PROPERTY. PYLASTER AT NORTH END ENCROACHES 1.5 ONTO PROPERTY. WALL IN BETWEEN ENCROACHES 0.4' TO 0.5'. (SEE DETAIL A)

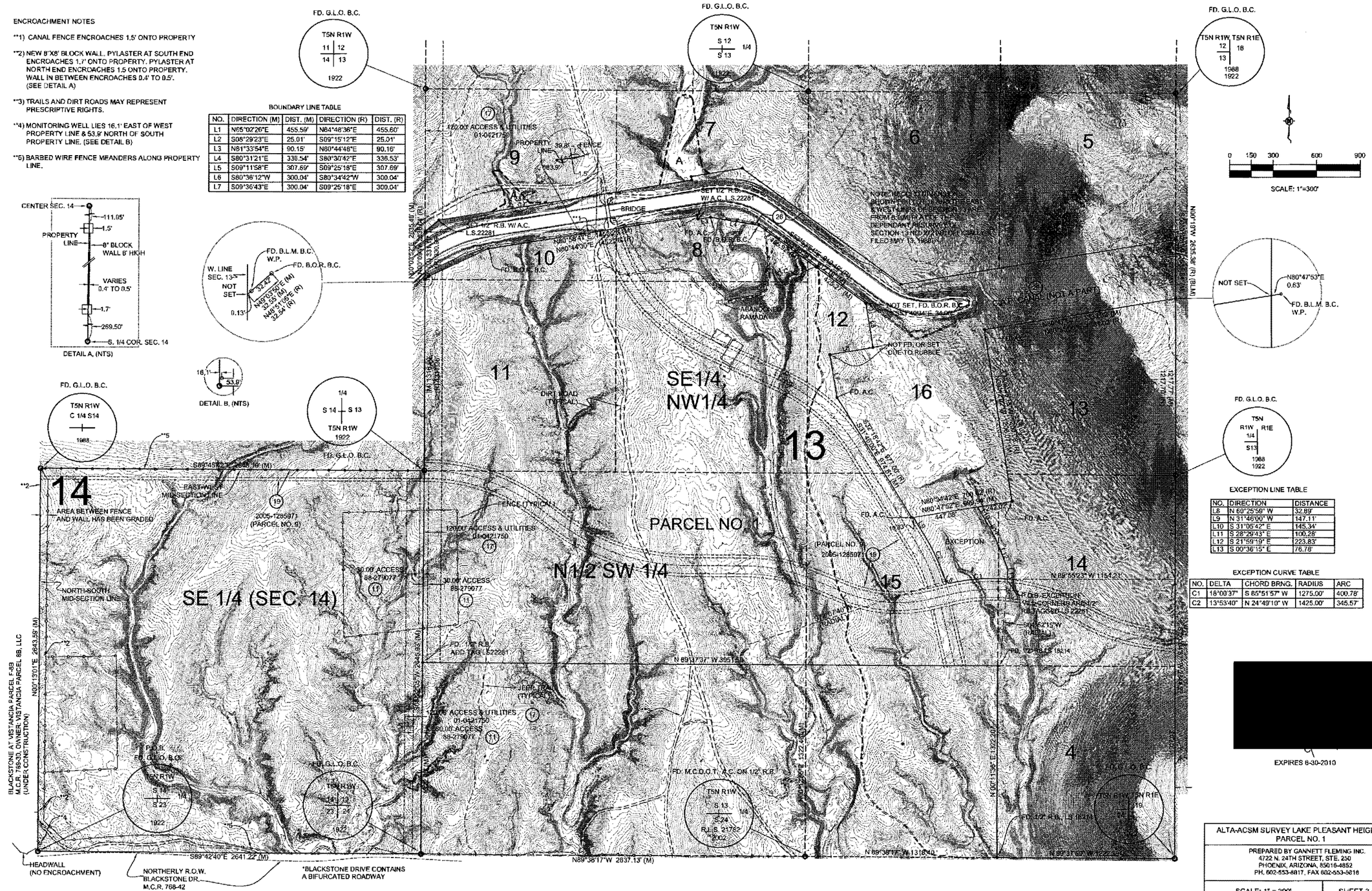
**3) TRAILS AND DIRT ROADS MAY REPRESENT PRESCRIPTIVE RIGHTS.

**4) MONITORING WELL LIES 16.1' EAST OF WEST PROPERTY LINE & 53.8' NORTH OF SOUTH PROPERTY LINE. (SEE DETAIL B)

**5) BARBED WIRE FENCE MEANDERS ALONG PROPERTY LINE.

BOUNDARY LINE TABLE

NO.	DIRECTION (M)	DIST. (M)	DIRECTION (R)	DIST. (R)
L1	N65°02'26"E	455.59'	N64°48'36"E	455.60'
L2	S08°29'23"E	25.01'	S09°15'12"E	25.01'
L3	N81°33'54"E	90.15'	N80°44'48"E	90.16'
L4	S80°31'21"E	336.54'	S80°30'42"E	336.53'
L5	S09°11'58"E	307.69'	S09°25'18"E	307.69'
L6	S80°36'12"W	300.04'	S80°34'42"W	300.04'
L7	S09°36'43"E	300.04'	S09°25'18"E	300.04'



EXCEPTION LINE TABLE

NO.	DIRECTION	DISTANCE
L8	N 60°25'56" W	32.89'
L9	N 31°46'00" W	147.11'
L10	S 31°05'42" E	145.34'
L11	S 28°29'43" E	100.28'
L12	S 21°59'19" E	223.83'
L13	S 00°36'15" E	76.78'

EXCEPTION CURVE TABLE

NO.	DELTA	CHORD BRNG.	RADIUS	ARC
C1	18°00'37"	S 85°51'57" W	1275.00'	400.78'
C2	13°53'40"	N 24°49'10" W	1425.00'	345.57'

[redacted]

EXPIRES 6-30-2010

ALTA-ACSM SURVEY LAKE PLEASANT HEIGHTS
PARCEL NO. 1

PREPARED BY GANNETT FLEMING INC.
4722 N. 24TH STREET, STE. 250
PHOENIX, ARIZONA, 85016-4852
PH. 602-553-8817, FAX 602-553-5816

SCALE: 1" = 300' | SHEET 3 of 5

JOB NO	DATE	SURVEY BY	DRWN BY
51522.001	08-2009	JD-JL-JRS	JRS

Land Descriptions:

Parcel No. 2:

That portion of Sections 12 and 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the West quarter corner of said Section 12;

thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet;

thence southeasterly along the arc of said curve, through a central angle of 45 degrees 49 minutes 36 seconds, a distance of 1189.74 feet to a point;

thence leaving said curve on a non-tangent line, South 53 degrees 40 minutes 52 seconds East a distance of 881.88 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 32 degrees 11 minutes 40 seconds West at a distance of 2215.96 feet;

thence southeasterly along the arc of said curve, through a central angle of 42 degrees 41 minutes 32 seconds, a distance of 1651.15 feet to a point;

thence on a non-tangent line, South 89 degrees 11 minutes 25 seconds East a distance of 2949.55 feet to a point on the East line of the southeast quarter of said Section 12 from which the East quarter corner of said Section 12 bears North 01 degrees 09 minutes 48 seconds East at a distance of 2283.86 feet;

thence along said East line, South 01 degrees 09 minutes 48 seconds West a distance of 376.79 feet to the southeast corner of said Section 12, also being the northeast corner of said Section 13;

thence along the East line of the northeast quarter of said Section 13, South 00 degrees 01 minutes 23 seconds West a distance of 1011.62 feet to the northerly boundary of Lot 16 of said Section 13;

thence along said northerly boundary, traversing the following courses and distances:

South 80 degrees 46 minutes 50 seconds West, 1914.23 feet;

North 53 degrees 42 minutes 04 seconds West, 1355.11 feet;

South 80 degrees 56 minutes 20 seconds West, 357.13 feet;

South 09 degrees 03 minutes 22 seconds East, 25.01 feet;

South 80 degrees 56 minutes 20 seconds West, 1760.48 feet;

South 50 degrees 03 minutes 32 seconds West, 122.96 feet to the West line of the northwest quarter of said Section 13;

thence along said West line, North 00 degrees 03 minutes 52 seconds East a distance of 987.48 feet to the northwest corner of said Section 13, also being the southwest corner of said Section 12;

thence along the West line of the southwest quarter of said Section 12, North 00 degrees 12 minutes 40 seconds East a distance of 2638.67 feet to the Point of Beginning.

Parcel No. 3:

That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12;

thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet;

thence southeasterly along the arc of said curve, through a central angle of 05 degrees 28 minutes 28 seconds, a distance of 142.13 feet to the Point of Beginning;

thence leaving said curve and traversing the following courses and distances:

South 64 degrees 26 minutes 14 seconds East, 110.34 feet;

South 42 degrees 44 minutes 44 seconds East, 312.69 feet;

North 82 degrees 31 minutes 42 seconds East, 214.06 feet;

South 28 degrees 15 minutes 29 seconds East, 316.01 feet;

South 59 degrees 02 minutes 10 seconds East, 527.48 feet;

South 22 degrees 17 minutes 08 seconds East, 229.37 feet;

South 49 degrees 46 minutes 49 seconds East, 177.75 feet;

South 25 degrees 16 minutes 40 seconds East, 277.04 feet;

South 05 degrees 31 minutes 15 seconds West, 186.47 feet to a point lying on a non-tangent curve, concave southwesterly, the radius point of which bears South 39 degrees 07 minutes 06 seconds West at a distance of 2215.96 feet;

thence northwesterly along the arc of said curve, through a central angle of 06 degrees 55 minutes 26 seconds, a distance of 267.79 feet;

thence on a non-tangent line, North 53 degrees 40 minutes 52 seconds West a distance of 881.88 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 39 degrees 18 minutes 43 seconds East at a distance of 1487.50 feet;

thence northwesterly along the arc of said curve, through a central angle of 40 degrees 21 minutes 07 seconds, a distance of 1047.61 feet to the Point of Beginning.

Parcel No. 4:

That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12;

(CONTINUED ABOVE RIGHT)

(CONTINUED FROM BELOW LAFT)

thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet;

thence southeasterly along the arc of said curve, through a central angle of 05 degrees 28 minutes 28 seconds, a distance of 142.13 feet;

thence leaving said curve and traversing the following courses and distances:

South 64 degrees 26 minutes 14 seconds East, 110.34 feet;

South 42 degrees 44 minutes 44 seconds East, 312.69 feet;

North 82 degrees 31 minutes 42 seconds East, 214.06 feet;

South 28 degrees 15 minutes 29 seconds East, 316.01 feet;

South 59 degrees 02 minutes 10 seconds East, 527.48 feet;

South 22 degrees 17 minutes 08 seconds East, 229.37 feet;

South 49 degrees 45 minutes 49 seconds East, 177.75 feet;

South 25 degrees 16 minutes 40 seconds East, 277.04 feet;

South 05 degrees 31 minutes 15 seconds West, 186.47 feet to a point lying on a non-tangent curve, concave southwesterly, the radius point of which bears South 39 degrees 07 minutes 06 seconds West at a distance of 2215.96 feet;

thence southeasterly along the arc of said curve, through a central angle of 03 degrees 57 minutes 45 seconds, a distance of 153.25 feet to a point on the arc and the Point of Beginning;

thence leaving said curve and traversing the following courses and distances:

South 64 degrees 41 minutes 59 seconds East, 206.45 feet;

North 67 degrees 09 minutes 59 seconds East, 124.74 feet;

North 76 degrees 20 minutes 59 seconds East, 119.86 feet;

South 81 degrees 38 minutes 14 seconds East, 262.11 feet;

South 58 degrees 53 minutes 05 seconds East, 55.08 feet;

South 03 degrees 10 minutes 39 seconds East, 82.87 feet;

South 07 degrees 21 minutes 21 seconds West, 215.51 feet;

South 16 degrees 34 minutes 52 seconds East, 694.85 feet;

North 89 degrees 11 minutes 25 seconds West, 275.06 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 74 degrees 53 minutes 12 seconds West at a distance of 2215.96 feet;

thence northwesterly along the arc of said curve, through a central angle of 31 degrees 48 minutes 21 seconds, a distance of 1230.11 feet to the Point of Beginning.

Parcel No. 5:

That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12;

thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet;

thence southeasterly along the arc of said curve, through a central angle of 45 degrees 49 minutes 36 seconds, a distance of 1189.74 feet to a point;

thence leaving said curve on a non-tangent line, South 53 degrees 40 minutes 52 seconds East a distance of 881.88 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 32 degrees 11 minutes 40 seconds West at a distance of 2215.96 feet;

thence southeasterly along the arc of said curve, through a central angle of 42 degrees 41 minutes 32 seconds, a distance of 1651.15 feet to a point;

thence on a non-tangent line, South 89 degrees 11 minutes 25 seconds East a distance of 1225.55 feet to the Point of Beginning;

thence traversing the following courses and distances:

North 25 degrees 10 minutes 17 seconds West, 250.28 feet;

North 90 degrees 00 minutes 00 seconds East, 835.42 feet;

South 35 degrees 07 minutes 11 seconds East, 292.43 feet;

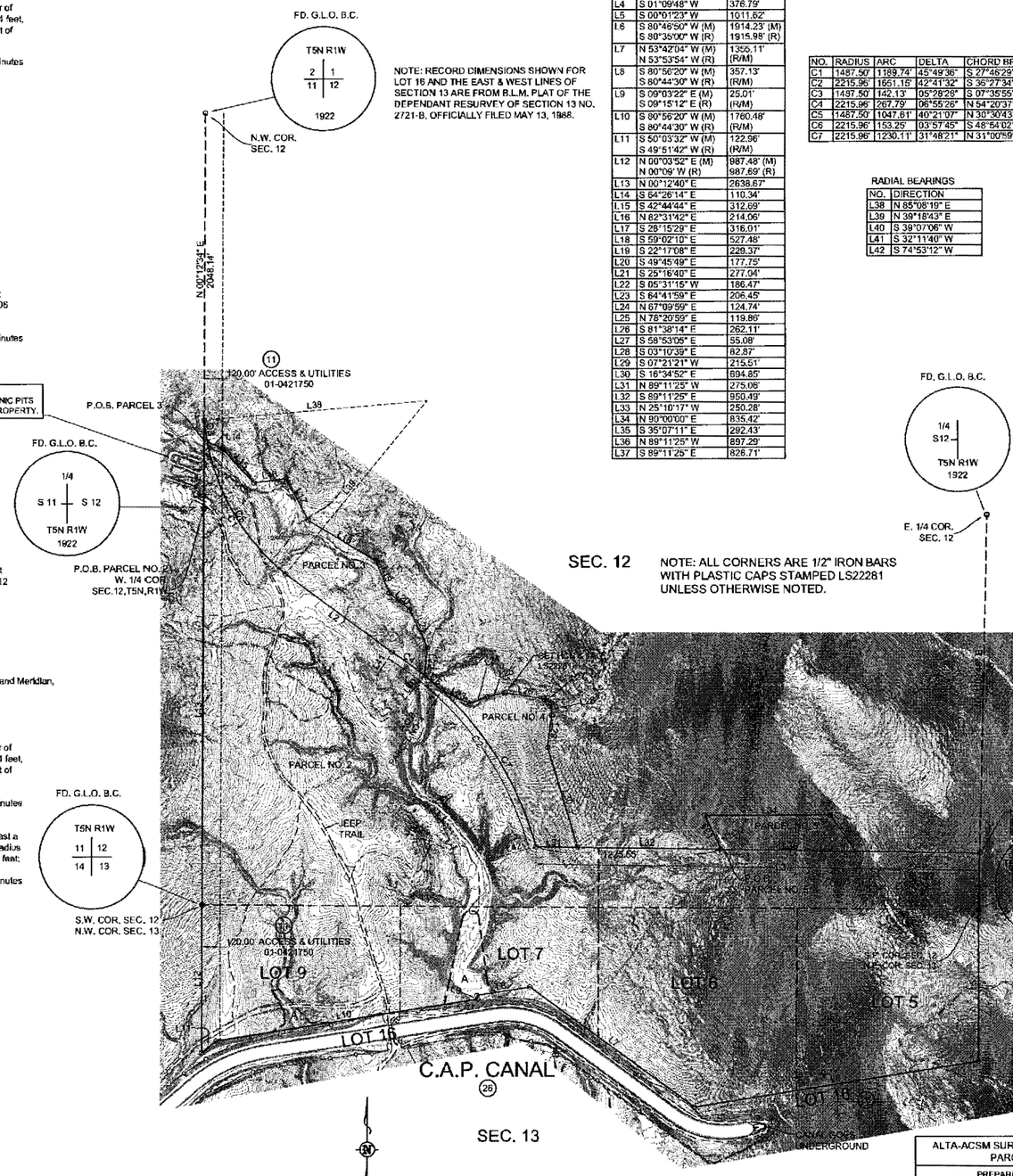
North 89 degrees 11 minutes 25 seconds West, 897.29 feet to the Point of Beginning.

NO.	DIRECTION	DISTANCE
L1	N 00°12'34" E	590.12'
L2	S 53°40'52" E	881.88'
L3	S 89°11'25" E	2949.55'
L4	S 01°09'48" W	376.79'
L5	S 00°01'23" W	1011.62'
L6	S 80°46'50" W (M) S 80°35'00" W (R)	1914.23' (M) 1915.98' (R)
L7	N 53°42'04" W (M) N 53°53'54" W (R)	1355.11' (R/M)
L8	S 80°56'20" W (M) S 80°44'30" W (R)	357.13' (R/M)
L9	S 09°03'22" E (M) S 09°15'12" E (R)	25.01' (R/M)
L10	S 80°56'20" W (M) S 80°44'30" W (R)	1760.48' (R/M)
L11	S 50°03'32" W (M) S 49°51'42" W (R)	122.96' (R/M)
L12	N 00°03'52" E (M) N 00°09' W (R)	987.48' (M) 987.69' (R)
L13	N 00°12'40" E	2638.67'
L14	S 64°26'14" E	110.34'
L15	S 42°44'44" E	312.69'
L16	N 82°31'42" E	214.06'
L17	S 28°15'29" E	316.01'
L18	S 59°02'10" E	527.48'
L19	S 22°17'08" E	229.37'
L20	S 49°45'49" E	177.75'
L21	S 25°16'40" E	277.04'
L22	S 05°31'15" W	186.47'
L23	S 64°41'59" E	206.45'
L24	N 67°09'59" E	124.74'
L25	N 76°20'59" E	119.86'
L26	S 81°38'14" E	262.11'
L27	S 58°53'05" E	55.08'
L28	S 03°10'39" E	82.87'
L29	S 07°21'21" W	215.51'
L30	S 16°34'52" E	694.85'
L31	N 89°11'25" W	275.06'
L32	S 89°11'25" E	950.49'
L33	N 25°10'17" W	250.28'
L34	N 90°00'00" E	835.42'
L35	S 35°07'11" E	292.43'
L36	N 89°11'25" W	897.29'
L37	S 89°11'25" E	826.71'

NO.	RADIUS	ARC	DELTA	CHORD BRNG.
C1	1487.50'	1189.74'	45°49'36"	S 27°46'29" E
C2	2215.96'	1651.15'	42°41'32"	S 36°27'34" E
C3	1487.50'	142.13'	05°28'28"	S 07°36'55" E
C4	2215.96'	267.79'	06°55'26"	N 54°20'37" W
C5	1487.50'	1047.61'	40°21'07"	N 30°30'43" W
C6	2215.96'	153.25'	03°57'45"	S 48°54'02" E
C7	2215.96'	1230.11'	31°48'21"	N 31°00'59" W

RADIAL BEARINGS

NO.	DIRECTION
L38	N 85°08'19" E
L39	N 39°18'43" E
L40	S 39°07'06" W
L41	S 32°11'40" W
L42	S 74°53'12" W



[redacted]

EXPIRES 6-30-2010

ALTA-ACSM SURVEY LAKE PLEASANT HEIGHTS
PARCELS 2 THROUGH 5

PREPARED BY GANNETT FLEMING INC.
4722 N. 24TH STREET, STE. 250
PHOENIX, ARIZONA, 85015-4852
PH. 602-553-8817, FAX 602-553-8816

SCALE: 1" = 400' | SHEET 4 of 5

JOB NO	DATE	SURVEY BY	DRAWN BY:
51622.001	08-2009	JD-JL-JRS	JRS

Parcel No. 6

That portion of Sections 1 and 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 1, from which the North quarter corner of said Section 1 bears South 89 degrees 41 minutes 51 seconds East at a distance of 2638.53 feet;

thence along the North line of the northwest quarter of said Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 859.15 feet;

thence leaving said North line and traversing the following courses and distances:

South 00 degrees 17 minutes 51 seconds West, 337.67 feet;

South 53 degrees 03 minutes 41 seconds East, 526.00 feet;

South 41 degrees 06 minutes 40 seconds East, 1050.15 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 24 degrees 01 minutes 45 seconds East at a distance of 197.84 feet;

thence northeasterly to southwesterly along the arc of said curve, through a central angle of 185 degrees 43 minutes 58 seconds, a distance of 641.34 feet to a point;

thence leaving said curve on a non-tangent line, South 69 degrees 33 minutes 15 seconds West, 995.15 feet;

thence traversing the following courses and distances:

South 23 degrees 54 minutes 39 seconds East, 454.54 feet;

South 07 degrees 46 minutes 58 seconds West, 1069.36 feet;

South 59 degrees 14 minutes 17 seconds East, 205.44 feet;

North 61 degrees 51 minutes 34 seconds East, 276.44 feet;

South 39 degrees 53 minutes 01 seconds East, 1660.72 feet;

South 49 degrees 05 minutes 18 seconds West, 350.30 feet;

South 47 degrees 48 minutes 44 seconds East, 779.62 feet;

South 03 degrees 12 minutes 09 seconds East, 242.96 feet;

North 89 degrees 25 minutes 06 seconds East, 676.11 feet;

South 76 degrees 29 minutes 43 seconds East, 890.34 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears South 15 degrees 40 minutes 55 seconds West at a distance of 280.37 feet;

thence southeasterly to southwesterly along the arc of said curve, through a central angle of 153 degrees 12 minutes 20 seconds, a distance of 749.69 feet to a point;

thence leaving said curve on a non-tangent line, North 88 degrees 55 minutes 42 seconds West a distance of 1418.75 feet;

thence South 53 degrees 38 minutes 50 seconds West a distance of 671.61 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears South 75 degrees 46 minutes 29 seconds West at a distance of 200.28 feet;

thence southeasterly to northwesterly along the arc of said curve, through a central angle of 122 degrees 17 minutes 37 seconds, a distance of 427.48 feet to a point;

thence leaving said curve on a non-tangent line, North 75 degrees 41 minutes 50 seconds West a distance of 1451.25 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 55 degrees 06 minutes 38 seconds West at a distance of 201.40 feet;

thence southwesterly to northwesterly along the arc of said curve, through a central angle of 126 degrees 41 minutes 11 seconds, a distance of 445.31 feet to a point;

thence leaving said curve on a non-tangent line, North 06 degrees 55 minutes 07 seconds West a distance of 250.52 feet;

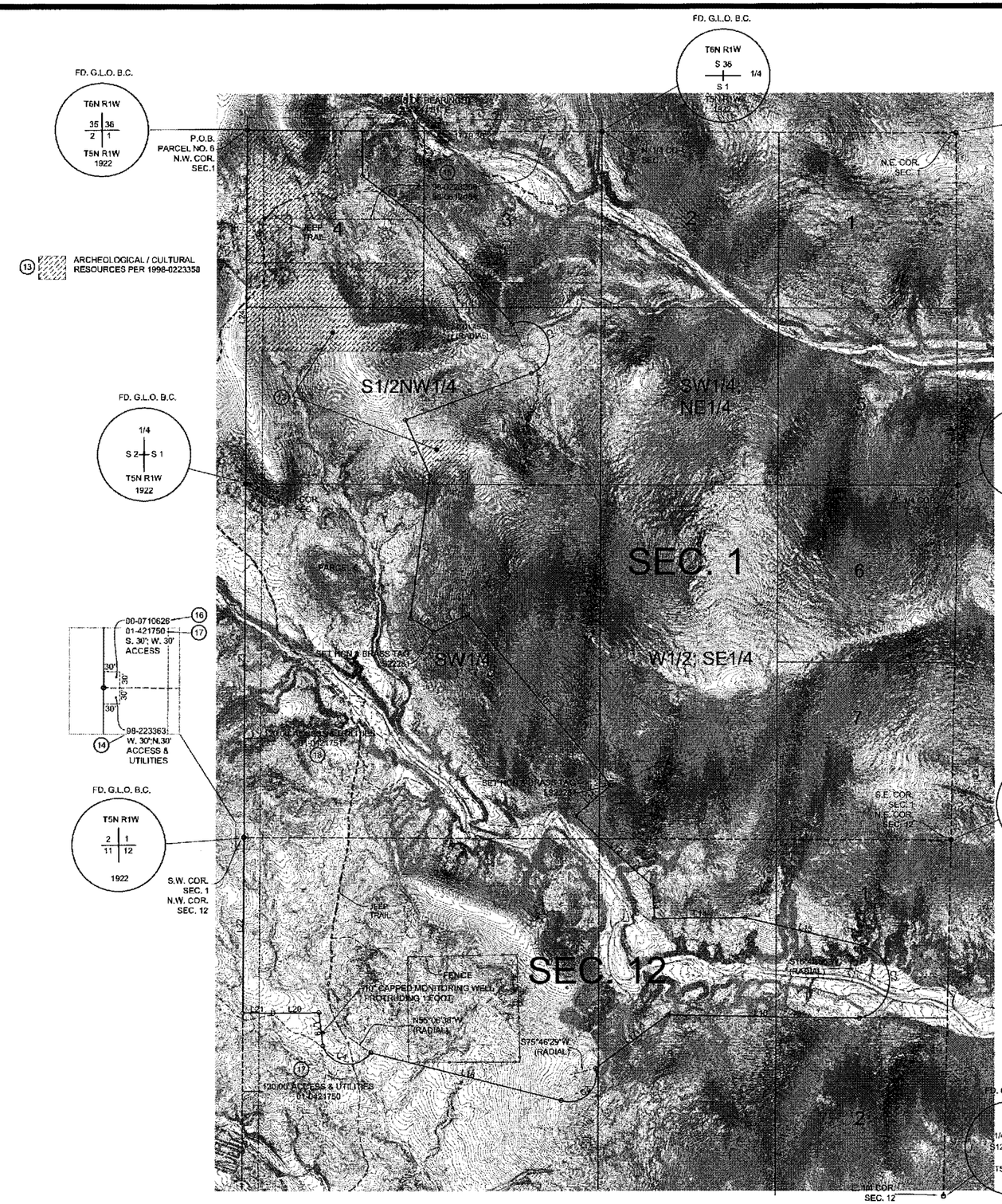
thence South 89 degrees 11 minutes 58 seconds West a distance of 339.91 feet;

thence North 89 degrees 47 minutes 25 seconds West a distance of 224.67 feet to a point on the West line of the northwest quarter of said Section 12;

thence along said West line North 00 degrees 12 minutes 34 seconds East a distance of 1310.45 feet to the northwest corner of said Section 12, also being the southwest corner of said Section 1;

thence North 00 degrees 09 minutes 54 seconds East a distance of 2638.25 feet to the West quarter corner of said Section 1;

thence North 00 degrees 14 minutes 07 seconds East a distance of 2639.11 feet to the Point of Beginning;



NO.	DIRECTION	DISTANCE
L1	S 89°41'51" E	859.15'
L2	S 00°17'51" W	337.67'
L3	S 53°03'41" E	526.00'
L4	S 41°06'40" E	1050.15'
L5	S 69°33'15" W	995.15'
L6	S 23°54'39" E	454.54'
L7	S 07°46'58" W	1069.36'
L8	S 59°14'17" E	205.44'
L9	N 61°51'34" E	276.44'
L10	S 39°53'01" E	1660.72'
L11	S 49°05'18" W	350.30'
L12	S 47°48'44" E	779.62'
L13	S 03°12'09" E	242.96'
L14	N 89°25'06" E	676.11'
L15	S 76°29'43" E	890.34'
L16	N 88°55'42" W	1418.75'
L17	S 53°38'50" W	671.61'
L18	N 75°41'50" W	1451.25'
L19	N 06°55'07" W	250.52'
L20	S 89°11'58" W	339.91'
L21	N 89°47'26" W	224.67'
L22	N 00°12'34" E	1310.45'
L23	N 00°09'54" E	2638.25'
L24	N 00°14'07" E	2639.11'

NO.	RADIUS	ARC	DELTA	CHORD BRNG.
C1	197.84'	641.34'	185°43'58"	S 21°09'47" E
C2	280.37'	749.69'	153°12'20"	S 02°17'05" W
C3	200.28'	427.48'	122°17'37"	S 46°55'17" W
C4	201.40'	445.31'	126°41'11"	N 81°46'02" W

NOTE: ALL CORNERS ARE 1/2" IRON BARS WITH PLASTIC CAPS STAMPED LS22281 UNLESS OTHERWISE NOTED.

[redacted]

ALTA-ACSM SURVEY LAKE PLEASANT HEIGHTS
PARCEL NO. 6

PREPARED BY GANNETT FLEMING INC.
4722 N. 24TH STREET, STE. 250
PHOENIX, ARIZONA, 85016-4852
PH. 602-553-8817, FAX 602-553-8816

SCALE: 1" = 400' | SHEET 5 of 5

JOB NO	DATE	SURVEY BY	DRAWN BY:
51622.001	08-2009	JD-JL-JRS	JRS

EXHIBIT B

LONE MOUNTAIN WATERLINE JOINT DEVELOPMENT AGREEMENT

WHEN RECORDED RETURN TO:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

JOINT DEVELOPMENT AGREEMENT
LONE MOUNTAIN WATER DISTRIBUTION PROJECT

THIS JOINT DEVELOPMENT AGREEMENT (this **"Agreement"**) is made as of the _____ day of _____, 2015 (the "**Effective Date**") by and among VISTANCIA SOUTH, LLC, a Delaware limited liability company ("**Vistancia**" or "Lead Developer" as the context requires); VISTANCIA WEST CONSTRUCTION, LP, a Delaware limited partnership ("**VW**"); GT VENTURES LAKE PLEASANT, LP, a Delaware limited partnership ("**GT Ventures**"); and FIRST AMERICAN TITLE INSURANCE COMPANY a Nebraska corporation, (redomesticated from California effective July 1, 2014) ("**Trustee**"), as Trustee Under Trust No. 4912 and in no other capacity ("**Trust 4912**"), as trustee only, with Southwest Holdings, Inc., an Arizona corporation, Diamond Ventures, Inc., an Arizona corporation and Diamond Equity Pool V, LLC, an Arizona limited liability company as the "Beneficiaries". The Beneficiaries have appointed Diamond Ventures, Inc., an Arizona corporation, as their spokesperson (hereinafter, Trust 4912 shall be referred to as "Diamond"); the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation (the "**City**"); and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "**Escrow Agent**").

The City is entering into this Agreement as both the developer of (i.e., a party having payment and other obligations and related rights under this Agreement with respect to) the oversized capacities in the Water Transmission Facilities (as hereinafter defined) (the City's "**Developer Capacity**") and as a municipal governing authority having regulatory oversight over the design and construction of the Water Transmission Facilities (the City's "**Regulatory Capacity**").

Vistancia, VW, GT Ventures, Diamond, and the City (in its Developer Capacity), are sometimes hereinafter referred to collectively as the "**Developers** or individually as **a Developer**." Vistancia (in both its capacity as a Developer and in its capacity as the initial Lead Developer hereunder), the City (in both its Developer Capacity and its Regulatory Capacity) and the other Developers are sometimes hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Vistancia and/or its affiliates who have signed the "Vistancia Owner Consent" appearing at the end of this Agreement collectively own (subject to prior sales to homebuilders and other third parties that have closed as of the Effective Date) certain real property within the development commonly known as Vistancia, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-1 attached hereto (the "**Vistancia Parcel**").

B. VW owns (subject to prior sales to third parties as of the Effective Date) or has the right to purchase, under one or more real estate option agreements, certain real property within the development commonly known as Trilogy West, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-2 attached hereto (the "**VW Parcel**").

C. IOTA PURPLE, LLC, an Arizona limited liability company ("IOTA PURPLE") owns that certain real property within the development community know as Lake Pleasant Heights, City of Peoria, Maricopa County, Arizona, which real property is legally described in that Partial Amendment to Development Agreement (Lake Pleasant Heights in Peoria, Arizona) dated of even date herewith by and between the City and Iota Purple (the "Iota Parcel").

D. GT Ventures is the successor beneficiary under a deed of trust secured by certain real property within the development commonly known as Lake Pleasant Heights, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-4 attached hereto (the "**GT Parcel**").

E. Diamond owns certain real property within the development commonly known as Saddleback Heights, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-5 attached hereto (the "**Diamond Parcel**").

F. The Vistancia Parcel, VW Parcel, Iota Parcel, GT Parcel and Diamond Parcel, together, are sometimes hereinafter referred to collectively as the "**Property**" and individually as an "**Individual Parcel**."

G. Prior to the date hereof, Vistancia's affiliate, Vistancia Land Holdings, LLC, a Delaware limited liability company ("**VLH**"), entered into that certain Amended and Restated Development Agreement for Vistancia in Peoria, Arizona dated May 1, 2012 and recorded on May 9, 2012 as Document No. 2012-0395094, Official Records of Maricopa County, Arizona as amended, (the "**Vistancia Development Agreement**") with the City and affiliates of VLH, pursuant to which VLH agreed, in addition to other matters, to cause to be constructed and installed certain water system infrastructure to serve the Vistancia Parcel, including the water transmission facilities defined and described in the Vistancia Development Agreement as the "Lone Mountain Waterline" which is planned to extend to a designated water storage reservoir and booster facilities with the purpose of connecting the water distribution system located on the Vistancia Property to the City's main water distribution system. The Water Transmission Facilities to be constructed pursuant to this Agreement include the "Lone Mountain Waterline" to be constructed by VLH pursuant to the Vistancia Development Agreement and the City agrees that upon Final Completion (as hereinafter defined) of the Water Transmission Facilities pursuant to this Agreement, all obligations of VLH (and its affiliates who have entered into the Vistancia Development Agreement) under the Vistancia Development Agreement with respect to construction of the Lone Mountain Water Line shall be deemed satisfied; provided, however, that nothing in this sentence shall release Vistancia from its proportionate share of warranty obligations as described below in this Agreement.

H. Diamond, as the owner of the Diamond Parcel (which is also known as Saddleback Heights) has entered into that certain Amended and Restated Development Agreement for Saddleback Heights dated, July 1, 2014 and recorded on July 8th, 2014 as Document No. 2014-0445126, Official Records of Maricopa County, Arizona (as amended, the "**Saddleback Heights Development Agreement**") with the City, wherein Diamond agreed, in addition to other matters, to pay the full cost of oversizing its proportionate share of the Lone

Mountain waterline (or equivalent waterline) and all related infrastructure and/or services necessary and associated with providing water service to the Diamond Parcel.

I. IOTA PURPLE desired to be a Party to this Agreement, but because of restrictions placed upon them by the ownership structure, they are not permitted to be a signatory to this Agreement. It is acknowledged by all of the Parties hereto that IOTA PURPLE has entered into an agreement with the City of Peoria pursuant to which IOTA PURPLE has approved this Agreement and deposited with the City 110% of the funds that would have been required of it to be paid under this Agreement based on the proportionate share of the anticipated Improvement Costs allocable to the Iota Parcel. As and when any amounts are payable by the Developers under this Agreement, the City will pay (or if required deposit with Escrow Agent) all amounts allocable to the Iota Parcel . All parties acknowledge this situation, and agree that when decisions are made during the implementation of this Agreement the right of IOTA PURPLE to participate in such decisions shall be honored as if they were a Party to (and a Developer under) this Agreement as to the Iota Parcel. IOTA PURPLE will be allowed to vote (as the Developer of the Iota Parcel) in accordance with the voting rights of the Developers as set forth in this Agreement. Any exercise of rights under this Agreement by IOTA PURPLE shall be subject to all terms, conditions and limitations of this Agreement that would be applicable to IOTA PURPLE had it signed this Agreement as a Developer hereunder. IOTA PURPLE is an intended third-party beneficiary of this Agreement. Even though IOTA PURPLE is not a party to, nor a signatory to this Agreement, all references to IOTA PURPLE shall remain in this Agreement and all references to Developers and Developers proportionate shares shall be interpreted as if the owner of the Iota Parcel were included as a Party to this Agreement and that the Iota Parcel was included as one of the Individual Parcels.

J. Prior to the date hereof, VW accepted and agreed to the zoning stipulations contained in Ordinance No.2013-26 approved by City's City Council on December 10, 2013 and recorded on January 6, 2014, as Document No.20140008126, Official Records of Maricopa County, Arizona (as amended, the "**Trilogy West Zoning Stipulations**") providing for VW and its affiliates to participate in the cost of the Lone Mountain Waterline and all related infrastructure and/or services necessary and associated with providing water service to the VW Parcel.

K. The City has jurisdiction to provide domestic water delivery services over the North West Peoria Service Area (generally located West of the Agua Fria River) as more particularly described on Exhibit A-6 attached hereto (the "**Service Area**").

L. City's water master plan envisions the City operating a regional water system constructed as build out requires. Additional water transmission facilities, other than those identified in this Agreement, are planned for future construction but are not subject to this Agreement.

M. Vistancia, VW, Iota, GT Ventures, and Diamond desire to participate in the funding of the design and construction of a major water distribution line (commonly referred to as the "**Lone Mountain Water Distribution Project**") complete with appurtenant facilities such as pumping stations valves and storage, all as more particularly described on Exhibit B attached hereto (the "**Water Transmission Facilities**") with capacity to provide the Maximum Daily Demand (or in the case of Vistancia, Average Daily Demand) of development within each such Developer's respective Individual Parcel, in either case as defined in the applicable development

agreement with the City and/or water master plan approved by the City. The City desires to join in this Agreement in its Developer Capacity and to fund the costs of proportionally oversizing the Water Transmission Facilities to accommodate demand generated from future development within the Service Area, including, but not limited to the State Lands. The City reserves the right to require Developers to increase/oversize their respective water and wastewater systems to accommodate other developments. The incremental cost between what is needed to serve an individual development and the oversizing will be the responsibility of the City. The City will own such oversized capacity and may charge and collect fees from other parties seeking the use such oversizing.

N. The Developers (including the City in its Developer Capacity) desire to designate Lead Developer as the party responsible for the coordination, administration, direction and oversight of the design, land acquisition, construction and installation of the Water Transmission Facilities. The Parties have prepared a budget for the Improvement Costs (as defined below), a copy of which is attached hereto as Exhibit C (the "**Budget**"). Under the terms of this Agreement, each Developer (including the City in its Developer Capacity) shall bear its proportionate share of the Improvement Costs in the percentages more particularly described on Exhibit D attached hereto (the "**Capacity Allocation**"). Exhibit D may also be referred to in this Agreement as the "**Allocation Exhibit**."

O. Once the Water Transmission Facilities are complete and operational, the conveyance capacity of the Water Transmission Facilities will be allocated by the City among the Developers in accordance with and in the percentages and demand amounts shown in the Capacity Allocation set forth in Exhibit D. Such allocation does not convey any ownership interest in the Water Transmission Facilities; instead, such allocation shall allow development within each Individual Parcel to use conveyance capacity in the Water Transmission Facilities and the City to allocate conveyance capacity to other developments within the Service Area, all in accordance with the Capacity Allocation in Exhibit D.

P. The Water Transmission Facilities are to be constructed over and under real property more particularly described on Exhibit E attached hereto (the "**Lone Mountain Water Line Easement**"). More specifically, portions of the Lone Mountain Water Line Easement are on state trust lands owned by the State of Arizona; on land owned by the United States and its agencies; on land owned by other political subdivisions, the State of Arizona and/or on private property owned by third parties that are not Parties to this Agreement. As a result, it will be necessary to secure right of way for the Lone Mountain Water Line Easement as hereinafter provided in this Agreement.

Q. Among other things, the purpose of this Agreement is to: (a) establish an orderly plan for the approval, design, construction, installation and payment of costs of the Water Transmission Facilities; (b) provide for the acquisition of, and conveyance to the City of the right of way for the Lone Mountain Water Line Easement; (c) allocate capacity in the Water Transmission Facilities to the Individual Parcels, (d) allocate the cost of the Water Transmission Facilities and the cost of the right of way for the Lone Mountain Water Line Easement among the Developers, and establish a mechanism for the funding of such costs, and (e) delegate to Lead Developer the authority and obligation to coordinate, administer, direct and oversee the construction and installation of the Water Transmission Facilities and the funding of costs among the Developers, all subject to and in accordance with the terms and conditions of this Agreement.

R. The Parties acknowledge that the oversized portion of the Water Transmission Facilities that is being paid for by the City may benefit land located within the City's Service Area other than the Property described herein, and that the City is participating in this Agreement in its Developer Capacity to cause the Water Transmission Facilities to be oversized to accommodate future projected development within the City's Service Area. The allocation of any oversized capacity in the Water Transmission Facilities to other property located within the City's Service Area shall be at the City's sole discretion.

S. The Parties acknowledge that the City acts in both its Developer Capacity and its Regulatory Capacity under this Agreement. The implementation of the City responsibilities in its Regulatory Capacity is within City's sole discretion.

T. The Parties hereto acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes (A.R.S.) Section 9-500.05, and that, in accordance therewith, this Agreement shall be recorded against the interests of the Parties hereto, to give notice to all persons of the existence of this Agreement and of the Parties intent that the burdens and benefits contained herein be binding upon and inure to the benefit of the Parties and all of their successors in interest and assigns, subject to the provisions of Section 19 below. Notwithstanding anything to the contrary contained in this Agreement, within ten (10) days after the one year anniversary of the Final Completion (as defined in herein) of the Improvements as reflected in the City's letter of acceptance of the Lone Mountain Water Distribution Line ("the **Automatic Termination Date**"), the Parties shall join in the execution of, and shall record, an instrument terminating this Agreement. Notwithstanding the foregoing, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, notwithstanding anything contained herein to the contrary, after the Automatic Termination Date the Agreement on title to the Property will automatically terminate regardless of recordation of any further document or instrument. Any third party may rely on the City letter of acceptance for confirmation of Final Completion and determination of the Automatic Termination Date.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (the terms of which are agreed to by the Parties as if fully set forth in this Agreement), the mutual agreements, covenants and promises contained in this Agreement and other good and valuable consideration, the receipt, sufficiency and validity of which is hereby acknowledged, the Parties agree as follows:

1. Assurances.

(a) Allocation of Capacity. Each of the Developers under this Agreement is allocated the right to access a proportionate share of conveyance capacity from the Water Transmission Facilities in accordance with the Capacity Allocation set forth on Exhibit D. This allocation of conveyance capacity shall survive Final Completion and any termination of this Agreement. After full payment by a Developer of all amounts payable by such Developer pursuant to this Agreement and after acceptance of the Water Transmission Facilities by the City, in its Regulatory Capacity, that individual Developer may voluntarily elect to release and

convey to the City all or a portion of its right to access conveyance capacity as set forth in Exhibit D, Capacity Allocation. The release and conveyance shall be done by a bill of sale to the City and shall not result in any right to additional compensation or payment by City for the portion of the conveyance capacity to be released. The capacity released to the City by a Developer shall be treated as excess capacity owned by the City.

(b) Community Facilities Districts. An individual Developer may assign its obligations to pay Improvement Costs under this Agreement and its right to access a proportionate share of conveyance capacity in the Water Transmission Facilities as provided in this Agreement to a Community Facilities District. As used herein Community Facilities District (or "**CFD**") shall mean a district organized under Title 48, Section 701, et seq, Arizona Revised Statutes and approved by the City that covers such assigning Developer's Individual Parcel pursuant to a development agreement between the Community Facilities District and the City and an assignment agreement between Developer (or the then owner of the Individual Parcel) and the CFD and approved by the City. This provision does not create any rights to access a proportionate share of conveyance capacity under this Agreement to any property included in a Community Facilities District approved by the City that is not specifically described and included in Exhibits A 1 – 5. Nothing in this provision shall be construed to require the City to exercise its legislative authority to form a Community Facilities District.

(c) Cooperation. The Developers agree to cooperate with each other and with Lead Developer, and to support the efforts of Lead Developer consistent with this Agreement, as reasonably necessary or appropriate to facilitate the design of the Water Transmission Facilities, the acquisition of the right of way for the Lone Mountain Water Line Easement and installation and construction of the Water Transmission Facilities in accordance with the Approved Plans and Specifications (as defined below). The foregoing duty of cooperation shall include, but is not limited to, each Developer executing and delivering all documents and performing all acts as are reasonably requested by Lead Developer and/or the City to facilitate the Lead Developer's obligations under this Agreement. The execution of this Agreement by a Developer constitutes a representation and warranty to the Parties by such Developer of its commitment and ability to finance its proportionate share (as set forth on the Allocation Exhibit) of the Improvement Costs for its Individual Parcel.

(d) Limitation of Scope. The Parties acknowledge and agree that except for the Water Transmission Facilities, each Developer (or the then owner(s) of the Individual Parcel) shall be responsible for the construction and installation of, and the costs and expenses related to, all on-site and off-site improvements to be constructed or installed within its respective Individual Parcel. In addition, each Developer (or the then owner of the Individual Parcel) shall be responsible for payment of any utility deposits and charges, including hookup, tap and license fees for all utility service to the Developer's Individual Parcel, and any costs or charges for meters and utility services and arrangement for utility service during any period of construction activity by Developer on the Developer's Individual Parcel, and the bringing of all utilities and utility lines to such Developer's on-site improvements within that Developer's Individual Parcel.

(e) Developer Rights. Participation in the Improvement Costs of the Water Transmission Facilities pursuant to Exhibit D, Capacity Allocation does not result in any ownership of the Water Transmission Facilities or the associated conveyance capacity by the Developers other than the City, but serves as demonstration of the Developers having met their

obligations for cost participation in and/or provision of the Water Transmission Facilities necessary for the development of each Developer's Individual Parcel.

(f) Oversizing. Each Developer shall receive the ability to access capacity in the Water Transmission Facilities as set forth on Exhibit D, Capacity Allocation and subject to such Developer's full compliance with the terms of the Agreement. That proportion of capacity indicated on Exhibit D, Capacity Allocation as oversized capacity or as the City's proportionate share, and any capacity forfeited by a Developer for non-compliance with the terms of this Agreement, shall be deemed as oversized capacity.

2. Lead Developer.

(a) Responsibilities of Lead Developer. Lead Developer shall coordinate, administer and oversee the preparation and implementation of all applications, filings, submittals, plans and specifications for the Water Transmission Facilities, budgets, timetables and other documents pertaining to the design, construction and installation of the Water Transmission Facilities, and shall coordinate, administer and oversee the physical construction of the Water Transmission Facilities for the Property, all in accordance with and subject to the terms and conditions of this Agreement and in accordance with adopted standards for such projects established by the City in its Regulatory Capacity. Lead Developer, subject to the approval of the City, may engage (i) architects, engineers, consultants and other design professionals who shall, in accordance with the terms and conditions of this Agreement, be responsible for the design and/or engineering required for the Water Transmission Facilities and any plans and specifications relating to the Water Transmission Facilities, and (ii) contractors and subcontractors who shall be responsible for the construction of the Water Transmission Facilities. In this regard, Lead Developer has engaged Goodwin and Marshall and intends to engage Wilson Engineering, Slater Hanifan Group, Logan Simpson Design, Inc., and Alpha Geotechnical & Materials, Inc. (individually "**Consultant"** and collectively "**Consultants**") to assist Lead Developer in performing its duties, obligations and responsibilities under this Agreement. Lead Developer agrees to not terminate or replace either Consultant, unless such termination or replacement is approved in advance by the City. Such approval shall not be unreasonably withheld by the City. In addition, Lead Developer shall provide to the City such information as the City may request in order to support those planned expenditures identified in the City's Infrastructure Improvements Plan for the construction and installation of the Water Transmission Facilities.

(b) Selection of Contractors - Bid Procedures. Lead Developer shall be responsible for bidding the work comprising the Water Transmission Facilities. Lead Developer shall publicly bid the Water Transmission Facilities in a commercially reasonable manner and in accordance with the provisions of Arizona Revised Statutes Section 34-201, et. seq. (the "**Public Bidding Process**") and Lead Developer shall coordinate with City staff to ensure compliance with the Public Bidding Process. The Lead Developer, subject to the consent of the City, shall select the lowest responsive, responsible bid based on cost, timing, experience, reputation and any other commercially reasonable factors. The City shall provide written notice (a "**Notice of Bid Selection**") to the Developers of any bid selected by the Lead Developer and approved by the City, which notice shall identify the selected bidder and shall be accompanied by a copy of the selected bid in a form that lists the costs and quantities of all items relating to the Water Transmission Facilities (i.e., the unit prices therefore and the number of units required). Following delivery of a Notice of Bid Selection, each Developer

shall have five (5) business days after City's delivery of the Notice of Bid Selection to object to the selected bid identified therein, by delivery of written notice of objection (a "**Notice of Bid Objection**") to the City. The Notice of Bid Objection shall explain the reasons for the objection to the subject bid in reasonable detail. City shall furnish to each Developer a copy of any Notice of Bid Objection received by City from any other Developer. If no Developer timely gives a Notice of Bid Objection to City, the applicable bid shall be deemed approved by the Developers. Five (5) City business days after the City's delivery to the Developers of the copy of a Notice of Bid Objection received by the City, Lead Developer, the City, the Developer filing the Notice of Bid Objection and the other Developers shall meet to review the applicable bid. The bid shall be deemed approved by all Parties if, following such meeting, either (i) the Lead Developer and City approve the bid, or (ii) the City elects to override the Lead Developer and approve the bid, which election may be made by the City only if the City reasonably determines that there is a material financial or operational impact on the City if the bid is not approved. In the alternative, following such meeting, the City may in its sole discretion direct that the initial bids be rejected, in which event, Lead Developer shall re-bid the Water Transmission Facilities (or the work/component thereof that is the subject of the disputed bid, as applicable) in accordance with the provisions of this Section 2(b). The provisions of this Section 2(b) shall again apply to govern the approval process for any bid to be selected as the result of such re-bid.

(c) Contracts of Work. Lead Developer, in consultation with the City, shall prepare Construction Contracts (as hereinafter defined). Subject to the criteria and notice rights of the Developers as provided in this Section 2(c), Lead Developer, subject to the approval of the City, shall have the right to pursue and negotiate the contracts and agreements for the design, work and materials comprising the Water Transmission Facilities (such contracts and agreements being referred to herein as "**Construction Contracts**" and the design firm, engineer, contractor, subcontractor, or material supplier who is a party thereto being referred to herein as the "**Contractor**") as Lead Developer and the City deem necessary or appropriate in their commercially reasonable discretion. Lead Developer shall require each Construction Contract to provide for, in addition to other matters, the following basic terms (collectively, the "**Basic Terms**"): (i) for the Contractor under the Construction Contract (and its subcontractors) to maintain the amounts and types of insurance coverages described on Exhibit I, Subsection A-Contractor's Insurance, attached to this Agreement, and for the City and each other Developer to be named as an additional insured on such insurance policy obtained by the Contractor pursuant to the Construction Contract, and to provide for the delivery of a copy of such Contractor's insurance policy and additional insured certificate to the City, (ii) to name the City and the Developers as being specifically entitled to the benefit of all insurance, warranty and indemnity provisions thereof, (iii) to allow for the assignment of Lead Developer's rights to a Replacement Lead Developer in the event Lead Developer is replaced pursuant to Section 5(c), (iv) to provide that Lead Developer is not the "Prime Contractor" and shall not be acting as a prime contractor as defined in A.R.S. § 42-5075, (v) to provide for the language required by the last sentence of Section 2(d) below, and (vi) to provide for the execution thereof only by the Lead Developer, with an acknowledgement by the Contractor of the existence of this Agreement and an agreement by the Contractor that the Lead Developer shall be liable for the costs and other amounts payable to the Contractor only to the extent that funds are actually disbursed to the Lead Developer pursuant to Draw Requests submitted hereunder that include such costs and other amounts. The form of each Construction Contract shall be subject to review and reasonable approval by the City, which approval shall not be unreasonably withheld or delayed, but shall be withheld if the

Construction Contract does not contain the Basic Terms set forth in this Section above. The Parties hereby agree not to hold the City and/or the Lead Developer liable for work performed under any Construction Contract, except to the extent arising from the gross negligence or willful misconduct of Lead Developer, or except to the extent that Lead Developer without the approval of the City instructs any Contractor to materially deviate from the Approved Plans and Specifications, unless such deviation is otherwise approved by the City (in its Regulatory Capacity) and by the Developers in accordance with the terms of this Agreement.

(d) Indemnity; No Warranty from Lead Developer. The Developers, (including the City in its Developer Capacity and Vistancia in its capacity as a Developer hereunder) shall severally (and not jointly) indemnify, defend and hold the City and/or the Lead Developer harmless for, from and against all third party claims, costs, damages, demands, expenses and liabilities (including reasonable attorneys' fees and costs) which the City and/or Lead Developer may incur or sustain in connection with this Agreement or as a result of any court action arising therefrom, except any claims arising out of City's and/or the Lead Developer's gross negligence or willful misconduct under this Agreement. The indemnity obligations under this Section 2(d) shall be allocated among the Developers in the same proportion as each Developer is sharing in the Improvement Costs as listed on the Allocation Exhibit. The indemnity obligation of the Developers under this Section 2(d) shall not include third party claims, costs, damages, demands, expenses and liabilities (including reasonable attorneys' fees and costs) that the City may incur solely and completely as the result of the City's decision to oversize the conveyance capacity under this Agreement of indemnity, any and all of which shall be the sole responsibility of the City. The indemnity obligation of the Developers under this Section 2(d) shall include, without limitation, claims arising from errors in Approved Plans and Specifications or failure of the Water Transmission Facilities to be constructed pursuant to the Approved Plans and Specifications, except to the extent that Lead Developer instructs any contractor to materially deviate from the Approved Plans and Specifications, unless such deviation is required by the City (in its Regulatory Capacity) or otherwise approved by the Developers in accordance with the terms of this Agreement. Lead Developer makes, and each of the Developers receives, no warranty, either express or implied, from Lead Developer with respect to the Water Transmission Facilities (including, but not limited to, any warranty of merchantability or fitness for any particular purpose), and such warranties are hereby expressly excluded and disclaimed by each of the Developers. Nothing herein releases Lead Developer and any other Developer from and all warranties required by the City's adopted standards for public works projects, it being agreed that such warranty liability shall be several and not joint and shall be allocated among the Developers in accordance with the Allocation Exhibit. Lead Developer shall have no liability relating to defects and/or the quality of workmanship or materials in any of the Water Transmission Facilities or otherwise in connection with any work done or materials supplied by any engineer, contractor, material supplier, service provider or other party pursuant to a Construction Contract, (provided, however, that the Lead Developer in its capacity as a "Developer" under this Agreement shall be responsible for its proportionate share of liability for warranties imposed by the City for public works projects as described in the preceding sentence), each Developer hereby releasing Lead Developer and agreeing that it shall only have the right to pursue an action against the engineer, contractor, material supplier, service provider or other party to the Construction Contract, as applicable, respecting such claims and not Lead Developer. In no event shall the foregoing provisions be deemed to release Vistancia from its obligations as a Developer hereunder, and Vistancia shall remain responsible, in its capacity as a Developer, for its obligations as a Developer to deposit funds as required

pursuant to the terms of this Agreement and to otherwise comply with all of its obligations as a Developer under this Agreement. Neither Lead Developer, the City, nor any other Developer, shall have the right to release any engineer, contractor, material supplier, service provider or other party to a Construction Contract from any claim, liability or obligation owing to another Party, without the consent of such other Party, and each Construction Contract shall expressly reflect same.

(e) Status. Lead Developer shall consult regularly with the Consultants and the City and shall have periodic meetings (as any Party shall reasonably request) with the Parties and/or the designated representative(s) of the Parties (as described in Section 12 below) and shall keep the Parties reasonably informed concerning the activities and progress of the Water Transmission Facilities, including, but not limited to, providing the Parties copies of all applications, submittals, filings, approvals, agreements and/or other significant documents or instruments relating to the construction and installation of the Water Transmission Facilities. Lead Developer shall cause the Consultants to be reasonably available to meet with the City individually and/or with the Parties and/or the designated representative(s) of the Parties.

(f) Right of Way Acquisition.

(1) Interests in Public Land. Vistancia has agreed to provide the City with pre-funding (i.e. funding prior to the full execution of this Agreement by the Parties) and related support (including but not limited to preparing legal exhibits and environmental reports) necessary to enable City to acquire the interests the City deems appropriate and necessary in its discretion ("**Public Right of Way**") in real property owned by the United States and its agencies, State of Arizona and any political subdivision of the State of Arizona (collectively, "**Public Landowners**") along the proposed alignment described in Exhibit E to cross such real property owned by Public Landowners for construction, maintenance and operation of the Water Transmission Facilities. Amounts paid by Vistancia in connection with the foregoing shall be part of the "Improvement Costs" to be reimbursed by the Developers in accordance with this Agreement. The portion of the Water Transmission Facilities on State Trust Lands shall be located within a forty (40) foot wide Public Right of Way, and the portion of the Water Transmission Facilities on real property owned by other Public Landowners shall be located within a thirty (30) foot wide Public Right of Way. The acquisition costs of the Public Right of Way shall be allocated among the Developers as follows:

The Developers (including the City in its Developer Capacity) shall be responsible for eighty percent (80%) of the acquisition cost of a thirty (30) foot Public Right of Way, which shall be allocated among such Developers in accordance with their respective shares as set forth in Exhibit D, Capacity Allocation;

The City shall be responsible for and shall pay as and when due one hundred percent (100%) of the Public Right of Way acquisition costs in excess of the amount allocated to the Developers as described above (including, but not limited to, all costs associated with acquisition of construction easements or slope easements).

The acquisition costs described in this subsection (1) shall include all costs incurred to obtain the necessary project approvals and clearances from all governmental agencies having jurisdiction,

as well as costs of preparing legal exhibits and environmental reports for the Public Right of Way described in this subsection. Upon execution of this Agreement by the Parties, Vistancia shall have the right to submit an invoice and receive reimbursement (other than for its proportionate share) for funding that has then been provided by Vistancia for the costs described in this subsection (1); and, thereafter, such costs shall be funded by the Developers (including the City) as an Improvement Cost in accordance with this Agreement.

(2) Interests in Private Land. Vistancia shall use its commercially reasonable efforts to acquire temporary or permanent easements (including, but not limited to, construction and/or slope easements) which in the City's judgment are necessary to construct, operate and maintain the Water Transmission Facilities on real property owned by private property owners, including, but not limited to, any Developer (collectively, "**Private Landowners**") along the proposed alignment described in Exhibit E (the "**Private Right of Way**"). Such easements, and the title to the real property on which they are located, shall be in form satisfactory to the City. The portion of the Water Transmission Facilities on real property owned by Private Landowners shall be located within a thirty (30) foot wide Private Right of Way. Vistancia shall cause easements for the Private Right of Way to be granted to the City upon the acquisition of such easements by Vistancia. In the event that Vistancia is unable to reach agreement with one or more Private Landowners, the City may exercise its right of eminent domain to acquire the Private Right of Way in accordance with adopted City Council policy, with all expense of such eminent domain procedures to be borne by the Developers (including the City in its Developer Capacity) as an Improvement Cost as hereinafter provided. The acquisition cost of the Private Right of Way (whether acquired by Vistancia or by the City through exercise of its right of eminent domain) as described herein (including, but not limited to construction and/or slope easements) shall be allocated among the Developers (including the City in its Developer Capacity) as part of the Improvement Costs in accordance with their respective proportionate shares set forth in Exhibit D, Capacity Allocation.

(g) Defined Term. The Public Right of Way and the Private Right of Way are sometimes collectively referred to in this Agreement as the "**Right of Way**."

3. Compensation. Lead Developer shall be entitled to receive a project management fee of one and one half percent (1.5%) of the awarded contract amount (i.e., the total amount payable to the Contractor under each Construction Contract) for its construction management services and administrative services performed under this Agreement. Such fee shall be paid in installments as part of each Draw Request (as hereinafter defined) submitted by Lead Developer hereunder, with each installment to be in an amount equal to one and one half percent (1.5%) of the Construction Contract amount billed pursuant to such Draw Request.

4. Plans and Specifications.

(a) Plans and Specifications for the Water Transmission Facilities. The plans and specifications for the Water Transmission Facilities, as and to the extent prepared as of the date of this Agreement (collectively, the "**Draft Plans**") are described on Exhibit G attached hereto. Lead Developer shall administer and coordinate the completion and submission of the Draft Plans to the City (in its Regulatory Capacity) and to all other utility, governmental or quasi-governmental entities having jurisdiction over the Water Transmission Facilities (collectively, and as applicable, the "**Governing Authorities**") for final approval (as finally approved by the City (in its Regulatory Capacity) and all other Governing Authorities,

the "**Approved Plans and Specifications**"). Lead Developer shall endeavor to cause Substantial Completion and Final Completion (as such terms are defined below) of the Water Transmission Facilities in substantial accordance with the Approved Plans and Specifications, in a good and workmanlike manner, in compliance with applicable requirements of the City and all other Governing Authorities (to the extent applicable) and, subject to the payment by each Developer, including the City in its Developer Capacity, of its respective proportionate share (as identified on the Allocation Exhibit) of the Improvement Costs. Payment by each Developer of the amounts owed hereunder shall be made unconditionally; and the Escrow Agent (as hereinafter defined) shall receive such payments and shall negotiate all such payments from the Developers and shall make payment for Improvement Costs and any other amounts to be paid from Developer funds pursuant to this Agreement.

(b) Changes to Plans and Specifications. If Lead Developer makes changes or modifications that materially deviate from the Draft Plans, or if after the City's final approval of the Approved Plans and Specifications, Lead Developer makes a determination that the Approved Plans and Specifications need to be amended (a **"Plan Change"**), then except as set forth in this Section 4(b), Lead Developer shall provide written notice of the change (a "**Notice of Plan Change**") to each Developer and the City, if such change is not the result of the City's action in its Regulatory Capacity. The Notice of Plan Change shall describe the modification to the Draft Plans (or the Approved Plans and Specifications, as applicable), requested by Lead Developer and the Lead Developer's good faith estimate of the adjustments to the Improvement Costs resulting from such Plan Change. The Notice of Plan Change provided to the City shall include all back up information required by the City. Each Developer shall have three (3) City business days after receipt of the Notice of Plan Change to provide written notice to Lead Developer, the other Developers and the City of its objection to the proposed Plan Change (a "**Notice of Plan Change Objection**"). The Notice of Plan Change Objection shall explain the reasons for the objection(s) to the Plan Change in reasonable detail. Lead Developer shall furnish to the City a copy of any Notice of Plan Change Objection received by Lead Developer from any other Developer. If no Developer timely gives a Notice of Plan Change Objection to Lead Developer, the Plan Change shall be deemed approved by the Developers, subject to the City's authority over such Plan Change in its Regulatory Capacity. Three (3) City business days after delivery to the Lead Developer of a Notice of Plan Change Objection, Lead Developer and the City shall meet to approve or reject the Plan Change, unless such Plan Change creates a revision to the Budget and corresponding Overrun Line Item which shall be then be subject to approval pursuant to the provisions of Section 6(e) below. The Plan Change shall be deemed approved if the Lead Developer and the City vote to approve the Plan Change. In the event of a deadlock, the City's decision on the Plan Change shall govern. Each Developer shall be responsible for its proportionate share (as set forth on the Allocation Exhibit**)** of the costs of any Plan Change provided that the funds collected by the City from IOTA PURPLE are sufficient to cover the proportionate share of such increased cost allocable to the Iota Parcel and the City has deposited such amount with Escrow Agent.Changes Required by Governing Authorities. Notwithstanding the provisions of Section 4(b) to the contrary, Lead Developer shall have the right to implement a Plan Change without obtaining any consent or approval by the Developers, if the Plan Change is ultimately required by the City (in the City's Regulatory Capacity) or other Governing Authorities. In the event Lead Developer unilaterally implements a Plan Change in accordance with the provisions of the immediately preceding sentence, Lead Developer shall provide written notice thereof to each Developer, which notice shall include the same information set forth in a Notice of Plan Change. Each Developer shall be responsible for its proportionate share (as set

forth on the Allocation Exhibit) of the costs of any such Plan Change unless such Plan Change creates a revision to the Budget and corresponding Overrun Line Item which shall be then be subject to approval pursuant to the provisions of Section 6(e) below.

(d) Deemed Acceptance. Each Developer shall be responsible for its proportionate share (as set forth on the Allocation Exhibit) of the costs of any Plan Change unless such Plan Change creates a revision to the Budget and corresponding Overrun Line Item which shall be then be subject to approval pursuant to the provisions of Section 6(e) below. Notwithstanding any provision in this Agreement to the contrary, by executing this Agreement, each Developer (other than the City, in its Regulatory Capacity) shall be deemed to have accepted and approved the Draft Plans as they exist on the Effective Date. The City's acceptance of the Draft Plans shall occur if at all in its Regulatory Capacity in accordance with the City's review and approval procedures. Lead Developer agrees to provide Developers with copies of any Draft Plans and Specifications, Approved Plans and Specifications, applications and other submittals pertaining to the Water Transmission Facilities, promptly after such materials are submitted to the City from time to time.

(e) Payment Requirements. Initial funding by the Developers (including the City and the funding by the City of the amounts allocable to the Iota Parcel) of the Escrow Account defined and described in Section 7 below shall occur in two phases, as described below:

(i) Design and Right of Way Costs. Within ten (10) days after notice from the City that the design phase of the Water Transmission Facilities is ready to commence or has commenced, each Developer (including the City on its behalf and on behalf of the Iota Parcel) shall contribute its proportionate share, as set forth in the Allocation Exhibit, of the estimated cost (as set forth in the Budget) of engineering and design of the Water Transmission Facilities and acquisition of Right of Way, including cost of land, appraisals, title insurance and other reasonably related costs.

(ii) Remainder of Improvement Costs. Within ten (10) City business days after receipt of notice from the City representing to the Developers that the construction phase of the Water Transmission Facilities is Ready to Commence, each Developer (including the City on its behalf and on behalf of the Iota Parcel) shall contribute its proportionate share (as set forth in the Allocation Exhibit) of the remainder of the estimated Improvement Costs and contingency (each as set forth in the Budget). "Ready to Commence", as used in this Agreement, means the City has confirmed that: (i) all Right of Way and temporary or permanent easements (including, but not limited to, construction and/or slope easements) necessary to construct, operate and maintain the Water Transmission Facilities has been acquired and paid for; (ii) the Improvement Costs contemplated by the Budget is sufficient to complete construction of the Water Transmission Facilities; (iii) all necessary plans and specifications for the Water Transmission Facilities have been fully prepared and approved by the City and all other Governing Authorities from whom approvals are required to be obtained; (iv) all permits required to construct the Water Transmission Facilities have been issued by the City and all other applicable Governing Authorities; (v) all Construction Contracts (containing at a minimum the Basic Terms) needed to complete all aspects of construction of the Water Transmission Facilities have been approved, are in final form and ready to be executed by all necessary parties thereto; (vi) the City Council has duly adopted a current annual budget and appropriation of funds sufficient to meet all of the City's obligations under this Agreement; and (vii) all other

requirements necessary to begin and complete construction without delay shall have been completed.

Each contribution described above shall be made by each Developer to the Escrow Account established with the Escrow Agent for this purpose, pursuant to Section 7 below, and in accordance with the requirements of Section 7. The failure by any Developer to contribute its proportionate share in full to the Escrow Agent as and when required by this Agreement shall be deemed a breach of this Agreement and the conveyance capacity in the Water Transmission Facilities assigned to such Developer shall be deemed to have automatically transferred to the City, subject to the provisions of Section 18(a) below.

5. Construction of Water Transmission Facilities.

(a) Definitions. As used herein, the following terms shall have the meanings set forth below:

"**Substantial Completion**" of the Water Transmission Facilities shall be deemed to have occurred for purposes of this Agreement when (A) the Water Transmission Facilities have been substantially completed in accordance with the Approved Plans and Specifications for the Water Transmission Facilities and City has agreed that the Water Transmission Facilities are substantially complete and authorizes a Consultant to certify to each Developer that the Water Transmission Facilities have been completed in substantial accordance with the Approved Plans and Specifications, subject only to so-called "**Punch List Items**." Substantial Completion does not obligate the City (in its Regulatory Capacity) to accept the Water Transmission Facilities.

"Final Completion" of the Water Transmission Facilities shall be deemed to have occurred for purposes of this Agreement when: (A) Substantial Completion of the Water Transmission Facilities has occurred in accordance with Section 5(a)(i), and (B) Lead Developer has submitted a final Draw Request in accordance with the provisions of Section 7(f)(vi) below, and (C) Lead Developer has caused to be completed any so called "**Punchlist Items**" with respect to the Water Transmission Facilities, and (D) the Water Transmission Facilities have been finally accepted by the City (in its Regulatory Capacity) and all other applicable Governing Authorities, as the case may be, each as confirmed in writing by City and/or other applicable Governing Authorities, and (E) copies of final unconditional mechanics' lien waivers in statutory forms from all applicable contractors and any other person or entity who performed any of the work or provided any materials comprising the Water Transmission Facilities and who previously served preliminary twenty (20) day notices pursuant to A.R.S. §33-992.01 have been delivered to the Developers (or Lead Developer has bonded over any disputed liens that the City has agreed should be disputed in accordance with the "lien dispute procedure" set forth below), (F) Lead Developer has delivered to the Developers copies of any letters provided by any Consultant to the City or other Governing Authorities indicating that the Water Transmission Facilities (or certain components thereof) have been completed in accordance with the Approved Plans and Specifications, (G) Vistancia has caused the Right of Way (and the Water Transmission Facilities located thereon) to be granted, dedicated and/or conveyed to the City in the manner provided for in this Agreement. and (H) Final "As Built" plans, specifications and drawings for the Water Transmission Facilities have been submitted to and approved by the City (in its Regulatory Capacity). The "lien dispute procedure" referred to in item (E) above shall be as follows: (i) Lead Developer shall provide notice to the City of any lien that the Lead Developer believes should be disputed, (ii) within three (3) City business days thereafter, the Lead Developer and the City shall meet to determine

the validity of the disputed lien, and the decision of the City shall govern in the event of any disagreement, and (iii) if the City agrees that such lien should be disputed, then the Lead Developer shall bond over the disputed lien in accordance with applicable law and the cost of such bond shall be part of the Improvement Costs to be allocated among the Developers hereunder.

"**Force Majeure Delay**" shall mean a delay in progress of construction of the Water Transmission Facilities due to weather, acts of God, unavailability or shortage of labor or materials, national emergency, fire or other casualty, natural disaster, war, terrorist acts, delays or actions of Governing Authorities, not reasonably anticipated, riots, acts of violence, labor strike, injunctions in connection with litigation, failure of any Developer (other than the Lead Developer, if it is a Developer hereunder) to pay any amount due under this Agreement as and when required hereunder, the existence of a Dispute (as hereinafter defined) between one or more Parties which prevents Lead Developer from proceeding with design or construction of the Water Transmission Facilities or other any cause not within the reasonable anticipation and control of Lead Developer if funds under this Agreement have been made available to Lead Developer for such payment. Notwithstanding the foregoing sentence, delay caused by Lead Developer's failure to pay amounts it owes (either in its capacity as a Developer or amounts owed to contractors and subcontractors that are to be paid with funds made available to Lead Developer under this Agreement) shall not constitute a Force Majeure Delay. Notwithstanding any provision in this Agreement to the contrary, a Force Majeure Delay shall only be valid and effective if Lead Developer provides written notice to the City within fifteen (15) City business days after a condition occurs that justifies the Force Majeure Delay. The written notice of the Force Majeure Delay shall explain in reasonable detail the condition that justifies the Force Majeure Delay. Lead Developer shall use its commercially reasonable efforts to assure that the length of any particular Force Majeure Delay shall not last in excess of one hundred and eighty (180) calendar days, unless the City agrees to an extension of this period; provided however, that the Parties acknowledge that Lead Developer cannot (and does not) guarantee that such commercially reasonable efforts will be successful in limiting the length of a Force Majeure Delay to the foregoing time period.

(b) Commencement; Milestones; Completion Deadline. Lead Developer shall use commercially reasonable efforts to cause the installation and construction of the Water Transmission Facilities to be commenced promptly following the City's representation that construction is Ready to Commence (as defined above), and thereafter, Lead Developer shall use commercially reasonable efforts to (i) cause construction of each component of the Water Transmission Facilities to proceed in a manner so as to satisfy the applicable milestone dates set forth on the construction schedule attached hereto as Exhibit H (the foregoing dates, as extended by any Force Majeure Delay, being hereinafter referred to as a "**Milestone Date**"), and (ii) cause the Substantial Completion and Final Completion of each component of the Water Transmission Facilities to occur on or before the applicable completion dates set forth on the construction schedule attached hereto as Exhibit H (the foregoing dates, as extended by any Force Majeure Delay, being hereinafter referred to as a "**Completion Deadline**"). If construction of any component of the Water Transmission Facilities is not proceeding on schedule so as to satisfy any applicable Milestone Date or if the Substantial Completion or Final Completion of any component of the Water Transmission Facilities does not occur on or before the applicable Completion Deadline, then the City may deliver a Notice of Breach to Lead Developer in accordance with the terms of Section 5(c) below.

(c) Termination/Replacement of Lead Developer. If Lead Developer breaches or otherwise fails to perform any of its obligations and/or responsibilities under this Agreement, or if Lead Developer fails to cause construction of any Improvement to proceed so as to satisfy any Milestone Date hereunder or if Lead Developer fails to cause Substantial Completion or Final Completion of any Water Transmission Facilities to occur on or before the applicable Completion Deadline (as extended by Force Majeure Delays) (any of the foregoing being hereinafter referred to as a "**Breach**"), then any Party may deliver written notice of the Breach to Lead Developer and the other Parties (a "**Notice of Breach**"). The Notice of Breach shall specify in reasonable detail the basis for the alleged Breach and shall provide to Lead Developer twenty (20) days after Lead Developer's receipt of the Notice of Breach to cure the Breach specified in the Notice of Breach (the "**Cure Period**"); provided, however, if the nature of the Breach is such that it cannot reasonably be cured within twenty (20) days, the Cure Period shall be deemed extended for a reasonable period of time (not to exceed sixty (60) days) so long as Lead Developer is proceeding in good faith and with due diligence to cause such Breach to be cured. If Lead Developer receives a Notice of Breach from any Party, Lead Developer shall deliver to the City a copy of such Notice of Breach, and the City shall then provide it to all other Developers. If Lead Developer does not cure (or cause the cure of) the Breach specified in a Notice of Breach within the Cure Period, then any of the Developers shall be entitled to request that the City appoint a replacement Lead Developer (the "**Replacement Lead Developer**"), which decision (including the determination of the identity of the Replacement Lead Developer) shall be in the sole discretion of the City. If the City determines that a Replacement Lead Developer will be appointed, then the Replacement Lead Developer appointed by the City shall execute a written acceptance of all of the position of the Lead Developer under this Agreement and shall have all of the rights of, and shall be responsible for causing the full and timely performance of all of the duties and obligations of, the replaced Lead Developer accruing after the replacement and/or any other duties and obligations of the replaced Lead Developer that are then unsatisfied and/or outstanding. The replaced Lead Developer shall cooperate to effect a smooth and timely transition, including returning to the Parties or to the Replacement Lead Developer (as applicable) all documents pertaining to this Agreement. In this regard, the replaced Lead Developer shall execute, acknowledge and deliver to the Replacement Lead Developer such agreements, documents or instruments as may be reasonably necessary to assign to the Replacement Lead Developer (and have the Replacement Lead Developer assume) all Construction Contracts with third parties pertaining to the Water Transmission Facilities. It is expressly agreed and understood that the Replacement Lead Developer shall have the right to continue the administration of the construction and installation of the Water Transmission Facilities in accordance with the terms of this Agreement. Subject to the further provisions of this Section 5(c) and except as may be expressly set forth otherwise in this Agreement, the Parties acknowledge and agree that the termination/replacement remedy set forth in this Section 5(c) shall be the sole and exclusive remedy with respect to (i) the failure of Lead Developer to timely construct and/or complete the Water Transmission Facilities in accordance with the terms of this Agreement in its capacity as Lead Developer only (as distinguished from its capacity as a Developer), (ii) any other Breach by Lead Developer in its capacity as Lead Developer only (as distinguished from its capacity as a Developer) other than those resulting from Lead Developer's gross negligence, willful misconduct or fraud. In the event of any Breach by Lead Developer resulting from Lead Developer's gross negligence, willful misconduct or fraud (other than a failure to timely construct and/or complete the Water Transmission Facilities as described above), any Party may exercise any remedy or prosecute any action or other proceeding available against the defaulting Lead Developer at law or in equity for enforcement of the provisions of this

Agreement, including but not limited to, actions for injunction, specific performance and/or damages; provided, however, that notwithstanding anything to the contrary in this Agreement, in any action for damages against Lead Developer, the Party or Parties pursuing such action shall only be entitled to seek recovery of actual out-of-pocket damages each Party hereby waiving and covenanting not to assert any right or seek or obtain any other damages (including but not limited to special, consequential or punitive damages) against Lead Developer. Notwithstanding any provision in this Agreement to the contrary, Lead Developer's funding obligations under this Agreement if Lead Developer is also a Developer shall continue notwithstanding its replacement as Lead Developer under this Section 5(c).

(d) Inspection of Water Transmission Facilities. Any Developer (which for purposes of this subparagraph does not include the City in its Regulatory Capacity) shall have the right to inspect the construction of the Water Transmission Facilities at any time upon reasonable prior written notice to Lead Developer and the City, provided that any inspection shall be at the sole risk, cost and expense of the Developer making the inspection. The Developer wishing to inspect the construction of the Water Transmission Facilities shall coordinate such inspection with Lead Developer and the City and such inspection shall be performed in a manner that does not result in a delay in the construction of the Water Transmission Facilities. If any Developer believes that the Water Transmission Facilities are not being constructed in substantial conformance with the Approved Plans and Specifications, then the objecting Developer may provide written notice to the Lead Developer and the City explaining in reasonable detail the basis of its belief that the Water Transmission Facilities are not being constructed in accordance with the Approved Plans and Specifications (a "**Notice of Non-Compliance**"). If Lead Developer receives a Notice of Non-Compliance from any Developer, Lead Developer shall provide a copy of such Notice of Non-Compliance to all other Parties and shall concurrently inform all Parties whether Lead Developer agrees or disagrees with such Notice of Non-Compliance. If Lead Developer disagrees with the Notice of Non-Compliance the City shall, within five (5) City business days after receipt of the Notice of Non-Compliance, determine whether the City agrees with the Notice of Non-Compliance. If the City agrees with the Notice of Non-Compliance or if Lead Developer agreed with the Notice of Non-Compliance, then Lead Developer shall promptly cause the correction of any work identified in the Notice of Non-Compliance that is not in substantial conformance with the Approved Plans and Specifications and any cost of such correction shall be part of the Improvement Costs allocated among the Developers hereunder. Notwithstanding the foregoing, the Lead Developer shall first proceed against the warranties provided by contractors and subcontractors on the Project to pay any costs incurred to correct any work identified in the Notice of Non-Compliance that is not in substantial conformance with the Approved Plans and Specifications.

(e) Oversee Progress of Construction. In addition to arranging for the bidding, scheduling and coordination of the work on the Water Transmission Facilities, Lead Developer shall (i) cause the general progress of the work of the Water Transmission Facilities to be inspected on a periodic basis; and (ii) communicate with any contractors as needed and based on inspections of the general progress of the work of the Water Transmission Facilities. Lead Developer shall use commercially reasonable efforts to provide reasonable advance notice to each Developer prior to any inspection of the Water Transmission Facilities by the City (in its Regulatory Capacity) or any other Governing Authority and each Developer shall be entitled to have a representative present during any such inspection. Nothing in such

inspections shall restrict the City in the exercise of its power when acting in its Regulatory Capacity.

(f) Conveyance of Water Transmission Facilities.

Promptly upon Substantial Completion of the Water Transmission Facilities, the Lead Developer shall cause a bill of sale and certificate of dedication for the Water Transmission Facilities to be dedicated and conveyed to the City. Lead Developer shall sign such bill of sale and certificate of dedication as agent for the Developers, it being agreed that the Developers shall severally and not jointly share based on the allocations set forth in accordance with the Allocation Exhibit any liability of Lead Developer (and shall severally and not jointly based the allocations set forth in the Allocation Exhibit indemnify, defend and hold Lead Developer harmless for, from and against such liability (other than its proportionate share if Lead Developer is also a Developer)) arising under such bill of sale and certificate of dedication. Such transfer shall occur in accordance with the requirements and procedures prescribed by the City (in its Regulatory Capacity), and free and clear of all consensual liens and encumbrances, including but not limited to any environmental conditions that would result in the City as a transferee of the Right of Way having any liability under any federal or state law. The contribution of any Right of Way by a Developer hereunder shall be at the actual value thereof as set forth in the Budget (such value, as set forth in the Budget or as so determined, being sometimes hereinafter referred to as the "stipulated value"). Upon grant, dedication and/or conveyance of the Right of Way by a Developer to the City, the stipulated value of such Right of Way shall be added as an Improvement Cost, to be reimbursed to such Developer (and allocated among the Developers (including the City on its behalf and the portion allocated to the Iota Parcel) in accordance with the Allocation Exhibit) as part of the next Draw Request delivered hereunder following such grant, dedication and/or conveyance. Right of Way granted, dedicated or conveyed by Public Landowners and Private Landowners who are not a Developer hereunder shall be at the actual value paid to acquire them, and shall be included in the Improvement Costs to be paid by the Developers (including the City on its behalf and the portion allocated to the Iota Parcel) in accordance with the Allocation Exhibit as and when they are paid.

In addition, after the grant, dedication and/or conveyance of the Right of Way to the City, the Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be required by the City and/or as may be necessary to convey or dedicate any and all public components of the Water Transmission Facilities that are contemplated to be dedicated to the City (collectively the "**Municipal Water Transmission Facilities**"). Such conveyance and dedication of the Municipal Water Transmission Facilities shall occur in accordance with the requirements and procedures prescribed by the City (in its Regulatory Capacity), and free and clear of all liens and encumbrances.

Upon dedication and conveyance of the Right of Way and Municipal Water Transmission Facilities as required under this Section 5(f), Lead Developer shall assign to the City on a non-exclusive basis all warranties received in connection with the construction and/or installation of any Water Transmission Facilities, if any and to the extent the warranties are assignable. The assignment of warranties under this provision shall not release the Lead Developer and Developers from any obligations set forth in Section 7(f) of this Agreement to cure any defects during the Warranty Period (as defined in Section 7(f)(i)) after acceptance by the City. Lead Developer shall request that the City (in its Regulatory Capacity) when accepting the conveyance of any Water Transmission Facilities issue letters of acceptance therefore, to the extent the City

(in its Regulatory Capacity) customarily issues letters of acceptance. Lead Developer shall cause any repairs to the Water Transmission Facilities to be completed during the Warranty Period, subject to and in accordance with the provisions of Section 7(f) below.

(g) Grant of Temporary Easement. Concurrently with the execution of this Agreement, and to the extent necessary to facilitate construction of the Water Transmission Facilities, Vistancia shall obtain such temporary easements to be signed, acknowledged and recorded against the property on which the Temporary Easement is located and which is to be part of the Right of Way, for design, engineering and or construction of the Water Transmission Facilities (the "**Temporary Easement**"). The Temporary Easement shall be in a form to be agreed upon in writing City and subject to City's approval (in its Regulatory Capacity) prior to the execution of this Agreement by the City, and is intended to provide, among other matters, for (i) the grant of additional easements in favor of the City for the construction of the Water Transmission Facilities to be constructed thereon, (ii) the grant of a construction easement in favor of any Replacement Lead Developer and its agents, designees (including Consultants), employees, contractors and subcontractors to enter upon the Temporary Easement in order to construct and install the Water Transmission Facilities in the event a Replacement Lead Developer is appointed pursuant to Section 5(c) above, and (iii) the termination of the Temporary Easement upon the dedication and conveyance of the Right of Way to the City. This obligation to grant Temporary Easements shall not release Vistancia from its obligation to provide fee simple title and/or easements from the United States, State of Arizona State Trust Land, from any political subdivision of the State of Arizona and any private party for the operation and maintenance of the Water Transmission Facilities, as set forth in Section 2(f) of this Agreement.

(h) Insurance. Lead Developer shall obtain and maintain (or cause to be obtained and maintained) commercial general liability insurance in a manner consistent with Exhibit I, Subsection B-Lead Developer's Insurance, attached hereto. Such insurance is subject to approval by the City in its sole discretion in its Regulatory Capacity. Lead Developer shall cause an endorsement to be issued for the purpose of adding each Developer as an additional insured under such insurance policy. Any commercial general liability insurance shall be written by an insurance company having a rating of at least A-:\VII by A.M. Best (or a comparable rating, if A. M. Best no longer issues such ratings). Promptly after the Effective Date, Lead Developer shall deliver a certificate of liability insurance (Accord Form 25 S or its equivalent) to each Developer and the City. As part of the Basic Terms described in Section 2(b) above, Lead Developer shall cause all contractors and their subcontractors to maintain the amounts and types of insurance coverages described on Exhibit I attached to this Agreement. The cost of all insurance required hereunder shall be part of the Improvement Costs reimbursable to Lead Developer hereunder.

6. Improvement Costs.

(a) Improvement Costs. As used herein, the term "**Improvement Costs**" shall mean the hard and soft costs incurred in connection with the design, construction and installation of the Water Transmission Facilities, including, but not limited to, costs of labor, materials and supplies, architectural, engineering, design and consultant fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees, legal and engineering services required to obtain a permit for and complete the Water Transmission Facilities, costs of insurance required by this

Agreement, any corrections, changes or additions to work required by the City or necessitated by site conditions, certain costs of acquiring the Public Right of Way from Public Landowners as set forth in Section 2(f)(1), the costs of acquiring the Private Right of Way from Private Landowners who are not Parties to this Agreement as described in Section 2(f)(2) and the stipulated land value of any Right of Way dedicated, granted or conveyed for the Water Transmission Facilities by any Developer hereunder, and any other cost expressly referenced in this Agreement as being treated as part of the Improvement Costs. Notwithstanding the foregoing, "Improvement Costs" shall not include internal administrative or "overhead" costs incurred by Lead Developer in connection with the preparation, design, approval, construction and installation of the Water Transmission Facilities.

(b) Allocation of Improvement Costs. Each Developer (including the City in its Developer Capacity) shall bear its proportionate share of the Improvement Costs in the percentages listed on Exhibit D, which percentages are based upon the Maximum Daily Demand Limits (or Average Daily Demand Limits, in the case of Vistancia) all as set forth in Exhibit D. No Developer shall be obligated to pay towards the Improvement Costs an amount greater than its proportionate share of the Improvement Costs and as set forth on the Allocation Exhibit (i.e. the proportionate share set forth in Exhibit D, which is calculated based upon the Maximum Daily Demand Limit (or Average Daily Demand Limit, as to Vistancia)) as set forth in Exhibit D. If any Developer fails to pay its proportionate share of the Improvement Costs due hereunder, then any other Developer, Lead Developer, or the City shall have the right (but not the obligation) to advance funds on behalf of the non-paying Developer in accordance with Section 18(a) below. The Developer who failed to pay the amount hereunder shall be deemed to have conveyed all conveyance capacity in the Water Transmission Facilities to the City upon failure to pay a demand from the City, subject to the provisions of Section 18(a).

(c) Revisions to Capacity Allocation Exhibit. The proportionate share established for an individual Developer pursuant to the Allocation Exhibit shall be fixed and not subject to alteration. Without limiting the generality of the foregoing, it is specifically agreed that upon approval of the design contract for the Water Transmission Facilities the Allocation Exhibit shall be fixed and not subject to alteration.

(d) City Authority. Nothing in this Agreement shall be construed to limit or restrict the City's legislative authority to review and approve amendments to City's general plans, Specific Area Plans and Zoning Map required by changes in conveyance capacity.

(e) Revisions to Budget. From time to time, Lead Developer shall determine whether the Budget needs to be revised. Upon such determination, Lead Developer shall deliver written notice (a "**Budget Revision Notice**"), together with a copy of the revised Budget and appropriate supporting documentation to the Developers (including the City in its Developer Capacity). The revised Budget shall be deemed to have been approved by the Developers as to each line item amount thereon which is less than or equal to the amount set forth on the previous Budget in effect as of the date of delivery of the revised Budget to the Developers. If any line item amount set forth on the revised Budget is greater than the amount thereof described in the preceding sentence (an "**Overrun Line Item**"), subject to the further provisions of this Section 6(e), each Developer shall have five (5) City business days after receipt of a Budget Revision Notice to provide written notice to the other Developers and to Lead Developer if it objects to the proposed revision to the Budget (a "**Notice of Budget Revision Objection**"). If no Notice of Budget Revision Objection is timely made, the Budget Revision Notice shall be deemed

approved. Any Notice of Budget Revision Objection delivered by a Developer hereunder shall explain the reason(s) for the objection to the revised Budget in reasonable detail. Three (3) City business days after receipt of a Notice of Budget Revision Objection, the Developers shall meet to approve or disapprove each Overrun Line Item, as determined by a majority vote of the Developers. The final decision to approve any Overrun Line Item shall be determined by a vote of a majority of the Developers pursuant to Section 13(b) of this Agreement. Each Developer (including the City in its Developer Capacity and with respect to the proportionate share allocable to the Iota Parcel) shall be responsible for its proportionate share (as set forth on the Allocation Exhibit) of each Overrun Line Item so approved by the City. In addition, notwithstanding the provisions of this Section 6(e) to the contrary, an Overrun Line Item shall be deemed to be approved by the Developers (including the City in its Developer Capacity), and Lead Developer may implement an Overrun Line Item without obtaining any further consent or approval by the Developers, if (i) the Overrun Line Item is caused by changes required by the City, acting in its Regulatory Capacity; or (ii) the Overrun Line Item does not adversely impact the integrity of the Approved Plans and Specifications for an Individual Parcel, and provided that the amount of such Overrun Line Item does not exceed Fifty Thousand and No/100 Dollars ($50,000) and when combined with any other Overrun Line Items and the costs of any Plan Change implemented by Lead Developer pursuant to the provisions of Section 4(c) above without the consent of the Developers, does not exceed Two Hundred and Fifty Thousand and No/100 Dollars ($250,000) in the aggregate. In the event Lead Developer unilaterally implements an Overrun Line Item in accordance with the provisions of the immediately preceding sentence, Lead Developer shall provide written notice thereof to each Developer, which notice shall include the same information set forth in a Budget Revision Notice, and in such event, each Developer (including the City in its Developer Capacity and with respect to the proportionate share allocable to the Iota Parcel) shall be responsible for its proportionate share (as set forth on the Allocation Exhibit) of the Overrun Line Item. Upon the approval (or deemed approval) of the revised Budget by the Developers in accordance with the provisions of this Section 6(e), the revised Budget shall supersede and replace the then-existing Budget (without any need to amend this Agreement). Notwithstanding any provision in this Agreement to the contrary, any Developer that executes this Agreement shall be deemed to have accepted and approved the Budget and any revisions thereto as it exists on the Effective Date.

7. Payment of Improvement Costs.

(a) Contribution Amount.

(i) Cash in Escrow Account. Lead Developer shall establish with the Escrow Agent one or more interest bearing accounts (each, an "**Escrow Account**") into which each Developer (which shall include the City on its own account and the City with respect to the proportionate share allocable to the Iota Parcel)) shall deposit, in cash, by cashier's check or by wire transfer of immediately available funds, as and when required under Section 4(e), an amount equal to the Developer's proportionate share (as set forth on the Allocation Exhibit) of the estimated cost of the Water Transmission Facilities as set forth in the Budget (a "**Contribution Amount**"). Any interest earned on a Contribution Amount shall become a portion of the Contribution Amount. Upon Final Completion of all Water Transmission Facilities, Escrow Agent shall disburse to each Developer the remaining balance in such Developer's Escrow Account, provided such Developer has paid all amounts owed by it under this Agreement. The City (acting in its Developer Capacity) shall be required to deposit the City's Contribution Amount (and the Contribution Amount allocable to the Iota Parcel) in the

Escrow Account with the Escrow Agent, on the same terms as the other Developers. City shall be required to pay its proportionate share of Improvement Costs (and amounts allocable to the Iota Parcel) to Escrow Agent as when due under this Agreement on the same terms as the other Developers, and City in its Developer Capacity represents and warrants it will use its best efforts to annually appropriate and budget funds necessary to pay its proportionate share under this Agreement.

(ii) Letter of Credit. As an alternative to depositing the Contribution Amount into an Escrow Account with the Escrow Agent, any Developer (which shall include the City) may deliver to the Escrow Agent, as and when the Contribution Amount would be due under subsection (i) above, an irrevocable standby letter of credit (the "**Letter of Credit**") in the amount of such Developer's Contribution Amount as security for the payment by Developer of its proportionate share (as set forth on the Allocation Exhibit) of the Improvement Costs. The Letter of Credit shall be substantially in the form attached to this Agreement as Exhibit J (or such other form as may be reasonably acceptable to Lead Developer, Escrow Agent and a majority of the Developers), and shall be issued by Bank of America, NA, Wells Fargo Bank, JP Morgan Chase & Co., Western Alliance Bank or another financial institution that is a member of the New York Clearing House or that is a commercial bank or trust company having a net worth of at least One Billion and No/100 Dollars ($1,000,000,000.00). Such institution or an affiliate shall have offices in Phoenix, Arizona. The Letter of Credit shall be governed by the International Standby Practices established by the International Chamber of Commerce. At least ten (10) days prior to the expiration date of such Letter of Credit, any Developer delivering a Letter of Credit shall deliver to the Escrow Agent a renewal Letter of Credit in substitution of the existing Letter of Credit, failing which the Escrow Agent, notwithstanding any contrary direction received by Escrow Agent, shall (and is hereby authorized and directed to) draw upon the Letter of Credit in full prior to its expiration date (in which event the proceeds thereof shall be deposited in an Escrow Account for such Developer's benefit and thereafter treated as a cash deposit made by such Developer in accordance with subsection (i) above. Each Party hereby fully releases and relieves Escrow Agent from any and all claims and liability that may arise as a result of Escrow Agent's compliance with the foregoing. Escrow Agent shall indemnify and hold harmless each Party hereto (other than Party who's letter of credit is about to expire) for any loss suffered or cost incurred as a result of Escrow Agent's failure to strictly comply with the provisions of this Section and to fully draw any letter of credit prior to its expiration date. Each Developer's Letter of Credit shall be security for the Developer's obligation to pay amounts payable to Lead Developer pursuant to a "**Draw Request**" (as defined below). Escrow Agent shall not draw upon a Letter of Credit unless a Developer fails to pay amounts owed to Lead Developer pursuant to a Draw Request in accordance with the terms and conditions of this Agreement. If a Developer fails to pay amounts owed to Lead Developer pursuant to a Draw Request in accordance with the terms and conditions of this Agreement, and such failure is not cured within five (5) days following delivery of notice from Lead Developer to such Developer, Lead Developer shall so advise the City and Escrow Agent, and Escrow Agent shall draw upon such Developer's Letter of Credit in order to fund the Developer's share of such Draw Request. Upon Final Completion of all Water Transmission Facilities and the expiration of the Warranty Period (as defined in Section 7(g)(i) below), Escrow Agent shall take all actions necessary to cancel any Letter of Credit held by Escrow Agent hereunder (provided the Developer who deposited such Letter of Credit has paid all amounts owed by it under this Agreement. At any time, and from time to time, a Developer may replace its Letter of Credit with cash (or a substitute Letter of Credit, in which case Escrow Agent shall return the original Letter of Credit to the Developer that posted same with Escrow Agent) in the then amount of the funds remaining available under the Letter of

Credit or a Developer may at any time have its Contribution Amount held in any combination of cash or Letter of Credit, and in such case, all draws shall first be made from available cash.

(iii) Designation of Escrow Agent. For purposes of this Section 7, each Developer by execution of this Agreement designates the Escrow Agent as its agent with full power and authority to execute any and all documents, notices, powers of attorney and any other documents to permit the Escrow Agent to draw against such Developer's Letter of Credit in order to fund such Developer's share of a Draw Request.

(iv) Modifications to Letter of Credit. Amounts paid directly by any Developer who has delivered a Letter of Credit hereunder, which payment is made in accordance with a Draw Request delivered hereunder, shall reduce the funds remaining available under the Letter of Credit delivered by such Developer and any Developer's Letter of Credit may so expressly provide. In this regard, if any Developer shall so request, the Escrow Agent shall execute and deliver a reduction certificate in a form reasonably acceptable to the issuer of such Letter of credit in order to accomplish such reduction.

(b) City Budgeting Process. The adoption of a budget and appropriation of funds by the City Council is a legislative decision for which there is no liability under this Agreement. City's staff will use their best efforts to include in the annual City budget sufficient appropriation authority to meet City's obligations under this Agreement.

(c) Draw Request. Lead Developer shall be entitled to submit Draw Requests (a "**Draw Request**") to the City and the Developers from time to time for their proportionate shares based on the Allocation Exhibit of the Improvement Costs (but not more frequently than monthly) to pay all Improvement Costs incurred as of the date that the Draw Request is submitted to the Escrow Agent. Each Draw Request to be complete must contain the following items of information:

(i) set forth the total amount to be paid, as well as the total amount paid pursuant to prior Draw Requests;

(ii) allocate that total amount among the Developers (including the City in its Developer Capacity) in accordance with their respective proportionate shares as set forth on the Allocation Exhibit, and allocate that total amount among the Budget line items to be paid with the funds to be disbursed pursuant to the current Draw Request;

(iii) contain Lead Developer's estimate of the percentage of completion of the Water Transmission Facilities and each component thereof;

(iv) contain Lead Developer's estimate of the cost to complete the Water Transmission Facilities and each component thereof;

(v) contain Lead Developer's statement that, to its knowledge, the Draw Request is true, correct and complete in all material respects; and

(vi) contain Lead Developer's certification that, after payment of the Draw Request, based on records provided by Escrow Agent, sufficient Funds remain available in Escrow to pay the then-estimated cost of acquiring all needed Right of Way and completing the Water Transmission Facilities;

(vii) be accompanied by (A) statutory conditional lien waivers and releases from all of Lead Developer's suppliers, contractors, subcontractors and other lower tier providers of labor, materials, equipment, services and other work in connection with the Water Transmission Facilities (excluding subcontractors and materials suppliers who have not filed a preliminary twenty day lien notice) that are to paid from the payment resulting from the current Draw Request, and (B) statutory unconditional waivers and releases from all persons claiming under Lead Developer in the full amount shown on all conditional waivers and releases submitted in connection with prior Draw Requests for which payment has previously been made hereunder (collectively "**Lien Claimants**").

If a Developer (including the City in its Developer Capacity) has deposited cash into an Escrow Account with the Escrow Agent, then ten (10) business days after receipt by the Escrow Agent and the Developers (including the City) of a complete Draw Request, the Escrow Agent shall disburse from each Developer's Escrow Account directly to the suppliers, contractors, subcontractors and other third parties to be paid under such Draw Request the Developer's proportionate share (determined in accordance the Allocation Exhibit) of the Draw Request, unless within such ten (10) business day period, a Developer delivers an objection to the Draw Request in accordance with the provisions of Section 7(d) below. If a Developer (including the City in its Developer Capacity) has delivered to the Escrow Agent a Letter of Credit in lieu of depositing its Contribution Amount into an Escrow Account with Escrow Agent, then within three (3) business days after receipt by the Escrow Agent and the Developers of a Draw Request, such Developer shall pay its proportionate share (as set forth on the Allocation Exhibit) of the Draw Request to Escrow Agent in immediately available funds (unless such Developer objects to the Draw Request in accordance with the provisions of Section 7(d) below), and upon receipt of such funds, Escrow Agent shall make disbursements in the same manner as provided in the immediately preceding sentence.

(d) Objections to Draw Requests. So long as the terms of Section 7(c) above have been satisfied, the Developers (including the City in its Developer Capacity) shall have no right to delay the payment of or object to any Draw Request except as permitted in this Section 7(d). No Developer shall be obligated to pay for a line item amount listed in a Draw Request that, when added to previous line item amounts paid by the Developers, is in excess of the total line item amounts listed in the then current Budget, except as may be attributable to the authority of Lead Developer and City to unilaterally modify the Approved Plans and Specifications as set forth in Section 4(b), the right of Lead Developer and City to unilaterally modify the Budget as described in Section 6(e), or the right of Lead Developer to reallocate contingency funds to a particular line item in the Budget in accordance with the provisions of Section 7(f) below. If an objection to a Draw Request delivered by a Developer (including the City) pursuant to the provisions of this Section 7(d) relates to an increase in Improvement Costs or an Overrun Line Item within the discretion of Lead Developer as set forth in Section 4(b) above, Section 6(e) above or Section 7(f) below, Lead Developer shall provide written notice thereof to the objecting Developer and to City and the objecting Developer or City, as the case may be, shall make payment on account of such Draw Request within five (5) business days after receipt of Lead Developer's notice. If a Developer's objection to an increase in Improvement Costs or an Overrun Line Item is not within the discretion of Lead Developer as set forth in Section 4(b) above, Section 6(e) above or Section 7(f) below, Lead Developer shall provide a copy of such objection to each Developer and shall call a meeting of the Developers in accordance with the provisions of Section 4(b) above or Section 6(e) above. The increase in

the Improvement Costs or the Overrun Line Item, as the case may be, shall either be approved or disapproved by the Lead Developer, the City and/or the other Developers in accordance with the provisions of Section 4(b) above or Section 6(e) above, as applicable. If the increase in Improvement Costs or Overrun Line Item is approved at the meeting held in accordance with the provisions of Section 4(b) above or Section 6(e) above, Lead Developer shall provide written notice thereof to each Developer and to the City and the City (or a Developer, if applicable) shall make payment on account of such Draw Request within five (5) business days after receipt of such notice. Notwithstanding any provisions of this Section 7(d) or the provisions of Section 7(c) above to the contrary, in the event a Developer delivers an objection to Lead Developer or the City with respect to a Draw Request, Escrow Agent shall disburse Escrow Account funds (and any Developer providing a Letter of Credit shall pay) on account of the Draw Request, within the time frame set forth in Section 7(c) above, any amounts not the subject of such objection or dispute. The City, the Lead Developer, and the other Developers shall use their best efforts to resolve objections to a Draw Request delivered by Lead Developer hereunder. If the objections remain unresolved following completion of the procedures set forth above, such objections shall be resolved in accordance with the arbitration provisions in Section 17 of this Agreement.

(e) Cost Overruns. The Developers acknowledge that circumstances may arise that may cause the need for the Developers (which shall include the City and the City in its Developer Capacity and on behalf of the proportionate share allocable to the Iota Parcel) to pay additional funds to construct the Water Transmission Facilities (a "**Cost Overrun**") including, but not limited to, the discovery of soil or other conditions which requires additional work outside the scope of initial Construction Contracts, casualty loss, and defaults of contractors or subcontractors. If the Cost Overrun is caused by a Plan Change, then this Section 7(e) shall not apply, but instead the provisions of Sections 4(b) and 6(e) above shall apply and govern. Lead Developer shall give prompt written notice to the Developers of a Cost Overrun. The written notice shall be accompanied by (i) a reasonably detailed explanation of the reason(s) for the increase, (ii) a breakdown of the component line items resulting in the increase, (iii) the additional Contribution Amount to be paid by each Developer (including the City in its Developer Capacity and own behalf and on behalf of the proportionate share allocable to the Iota Parcel) in connection with the increase (i.e., such Developer's proportionate share of the Cost Overrun, determined in accordance with the Allocation Exhibit); and (iv) the date on which the payment of the Contribution Amount for the Cost Overrun is due. Within five (5) business days after each Developer has received the written notice of the Cost Overrun, each Developer (including the City in its Developer Capacity) may provide written notice to the other Developers and to Lead Developer if it objects to the proposed Cost Overrun (a "**Notice of Cost Overrun Objection**"). If no Notice of Cost Overrun Objection is timely made, the Cost Overrun shall be deemed approved. Three (3) City business days after receipt of a Notice of Cost Overrun Objection, the Developers shall meet to approve or disapprove the Cost Overrun, as determined by a majority vote of the Developers. The final decision to approve any Cost Overrun shall be determined by a vote of a majority of the Developers pursuant to Section 13(b) of this Agreement. Notwithstanding the provisions of this Section 7(e) to the contrary, any Cost Overrun shall be deemed to be approved by the Developers (including the City in its Developer Capacity), if the amount of the Cost Overrun does not exceed Fifty Thousand and No/100 Dollars ($50,000) and when combined with any other Cost Overruns previously approved hereunder, does not exceed Two Hundred and Fifty Thousand and No/100 Dollars ($250,000) in the aggregate. If the Cost Overrun is so approved, then to the extent the amount of the Cost Overrun exceeds the available budgeted funds for

such items, contingency funds shall be applied in the following order: First any available contingency funds allocated to such line item in the Budget, and second, any contingency funds remaining with respect to other line items in the Budget which may, in accordance with the provisions of Section 7(g) below be properly reallocated. If such contingency funds are insufficient to cover the Cost Overrun, each Developer (including the City in its Developer Capacity and with respect to the proportionate share allocable to the Iota Parcel) shall within five (5) business days after the date of the meeting to (i) deliver to the Escrow Agent an additional Contribution Amount in the amount equal to its proportionate share (as set forth on the Allocation Exhibit) of the Cost Overrun, or (ii) deliver to the Escrow Agent an amendment to its Letter of Credit increasing the amount of such Letter of Credit by such Developer's proportionate share (as set forth on the Allocation Exhibit) of the Cost Overrun, unless the Letter of Credit maintained by such Developer is in an amount sufficient to include the amount of the Cost Overrun. If the Lead Developer and the City are unable to resolve a dispute regarding Cost Overruns, the dispute shall be submitted for resolution in accordance with the Arbitration provisions set forth in Section 17 of this Agreement.

(f) Warranty.

(i) In addition to any warranties that Lead Developer may assign pursuant to Section 5(f)(iii) above, Lead Developer and the City shall require the contractors installing the Water Transmission Facilities to provide to the City a warranty of workmanship and materials for each Improvement for a period of not less than one (1) year following the date such Water Transmission Facilities are approved or accepted by the City (the "**Warranty Period**").

(ii) If prior to the expiration of the Warranty Period, additional funds in excess of any funds that may then be on deposit in the Escrow Account (if any) need to be paid to complete warranty work related to the Water Transmission Facilities then Lead Developer shall advise the Developers (which shall include the City in its Developer Capacity, subject to the provisions of subsection (iii) below and the City on behalf of the proportionate share allocable to the Iota Parcel) in writing (the "**Call**"), together with evidence supporting the request for warranty work and the Contribution Amount required by each Developer (the "**Call Amount**"). The Call Amount shall be based on the proportionate share set forth for each Developer on the Allocation Exhibit. Each Developer (including the City in its Developer Capacity and City on behalf of the proportionate share allocable to the Iota Parcel) shall pay its Call Amount into the Escrow Account within five (5) business days after receipt of the Call. All amounts paid by a Developer in response to a Call shall be held in the Escrow Account and utilized only for the purposes of paying to complete warranty work related to the Water Transmission Facilities. Any amounts not so expended shall be promptly refunded to each Developer upon delivery by Lead Developer to Escrow Agent of a statement indicating that the warranty work is complete.

(iii) If prior to the expiration of the Warranty Period, additional funds in excess of those committed to by the City for the oversizing of Water Transmission Facilities are requested by Lead Developer, the Lead Developer shall first proceed against the warranties provided by contractors and subcontractors on the Project. If the warranty coverage is in dispute, then the Lead Developer shall advise the City in writing, together with evidence supporting the request for warranty work on the Oversizing Water

Transmission Facilities and the reasons such work cannot wait until the dispute is resolved. The City in its sole discretion may elect to pay the additional costs or to seek other remedies against the contractor and any other responsible parties for the costs of completing warranty work pertaining to the oversizing of Water Transmission Facilities.

(iv) Notwithstanding the provisions of this Section 7(f) to the contrary, Lead Developer and/or the City shall reasonably exercise any and all rights against the applicable contractor or subcontractor to pay for and/or perform the repair of any Water Transmission Facilities (the "**Defaulting Contractor**") (and the Developers hereby authorize Lead Developer and/or the City to do so on each Developer's behalf) prior to delivering to the Developers a Call for a Call Amount. Any monies thereafter received from the Defaulting Contractor, less the collection costs (including reasonable attorneys' fees), shall be used to reimburse the Developers (proportionately based upon the Call Amount paid by each of them) Any collection costs (including reasonable attorneys' fees, subject to the approval of the City Attorney) reasonably incurred by Lead Developer and not recovered from the Defaulting Contractor shall be paid by the Parties pursuant to the Call procedures specified in Section 7(f)(ii).

(v) Use of Contingency Funds; Reallocation of Line Items. Notwithstanding any contrary provision of this Agreement, if the actual Improvement Cost of any component of the Water Transmission Facilities (after Final Completion of the component) described on a line item on the Budget is less than the amount of the Budget line item therefore (a "**Budget Savings**") or if there is remaining contingency funds allocable to any component of the Water Transmission Facilities (after Final Completion of that component), then Lead Developer may, in its reasonable business judgment, reallocate such savings to other line items in the Budget without the consent of the Developers (which shall include the City in its Developer Capacity). Lead Developer shall not, however, prior to Final Completion of a particular component of the Water Transmission Facilities, reallocate funds allocated in the Budget to that specific component to any other component, nor shall Lead Developer reallocate any funds allocated to contingency with respect to that particular component to pay for the Improvement Costs incurred in connection with another component, unless a majority of the Developers vote to approve such reallocation. Upon Final Completion of all Water Transmission Facilities, subject to the further provisions of this Section 7(f), any remaining contingency funds and any Budget Savings with respect to the Water Transmission Facilities shall be refunded to the Developers in accordance with their proportionate shares set forth in Exhibit D upon completion and acceptance by the City.

(vi) Final Disbursement. Upon Final Completion of the Water Transmission Facilities and prior to acceptance by the City of the Water Transmission Facilities, Lead Developer shall deliver to the City and Escrow Agent copies of full and final unconditional lien waivers executed by all Lien Claimants for all labor and materials paid for pursuant to the final Draw Request. In addition, upon Final Completion of the Water Transmission Facilities, Lead Developer shall submit to Escrow Agent and the Developers (which shall include the City in its Developer Capacity) a final Draw Request containing the information described in Section 7) above, together with a final accounting of the Improvement Costs. Any then undisbursed funds remaining in a Developer's (including the City's) Escrow Account following Escrow Agent's payment of the final Draw Request shall be returned to such Developer by Escrow Agent.

(g) Accounting. Lead Developer shall keep (or cause to be kept) good and accurate books and records in sufficient detail to allow the Improvement Costs to be calculated (the "**Joint Development Books**"). The Joint Development Books shall be made available for review (upon prior reasonable notice) by any of the Developers. Upon Final Completion of the Water Transmission Facilities, such books and records shall be turned over to the City and shall be retained in accordance with City's Public Records Retention Schedule. Any Developer may audit (upon prior reasonable notice) the Joint Development Books at its own expense (an "**Audit**"). If as a result of an Audit it is determined that any Developer paid a Contribution Amount to Lead Developer more than three percent (3%) in excess of the correct Contribution Amount, Lead Developer shall be required to pay for the reasonable, out of pocket, non-contingent costs of the Audit. In addition, if as a result of an Audit, it is determined that any Developer overpaid a Contribution Amount (regardless of the amount of the overpayment), Lead Developer shall promptly reimburse the overpayment made by the applicable Developer(s). Similarly, if as a result of an Audit, it is determined that any Developer underpaid any Contribution Amount (regardless of the amount of the underpayment), such Developer shall promptly pay the amount of such underpayment to Lead Developer.

8. Impact Fee Credits. The Developers acknowledge that each lot or parcel that has been or will be subdivided within the Property is subject to impact fees payable to the City. No portion of any individual Developer's Individual Parcel, nor its proportionate share of the Improvement Costs payable under this Agreement is included in City's Infrastructure Improvement Plan and therefore will not be eligible for Impact Fee Credits by the City. The oversizing of the Water Transmission Facilities for which the conveyance capacity is controlled and paid for by the City pursuant to this Agreement is included in the City's Infrastructure Improvement Plan and any party contributing to such oversizing costs (above and beyond the costs paid by the Developers pursuant to this Agreement) may be eligible for Impact Fee Credits.

9. Community Facilities Districts. One or more Developers under this Agreement have expressed in an interest in forming a Community Facilities District including their property pursuant to Title 48, Arizona Revised Statutes. Nothing in this Agreement shall be deemed a waiver of or a commitment by the City to have its City Council exercise its legislative authority to form such a District and to authorize the issuance of bonds or the incurrence of any other debt after such a district is formed. All costs incurred by a Developer for the necessary agreements, legal, consultant, engineering and any other services in order to form a Community Facilities District shall be the sole responsibility of the individual Developer and not subject to allocation under this Agreement.

10. Conveyance Capacity.

(a) The City shall initially allocate the right to use conveyance capacity in the Water Transmission Facilities to Developers, which allocation shall be made based on the Exhibit D maximum daily demand established for each Individual Parcel as set forth in Exhibit A 1–5 and the average daily demand for Vistancia. The right to use conveyance capacity shall be that established in Exhibit D Capacity Allocation subject to the following conditions: (1) That the Developer must have paid all amounts owed by it pursuant to this Agreement, and (2) that at full buildout of the Developer's Individual Parcel, the entire conveyance capacity funded by the Developer pursuant to this Agreement must be utilized. Any conveyance capacity not projected to be used by a Developer at the earliest of execution of a Development Agreement between City and such Developer after the date of this Agreement or at the time of

full buildout of the Developer's Individual Parcel shall automatically revert to the City at no charge to City.

(b) The conveyance capacity in the Water Transmission Facilities may not be conveyed to any other Developer who is a party to this Agreement and may not be used by any individual Developer for property in which the individual Developer has an ownership or beneficial interest other than that described on the respective Exhibits A-1 through A-5. Notwithstanding the foregoing, an individual Developer may convey for value its proportionate share (as set forth in the Allocation Exhibit) of such conveyance capacity to a Community Facilities District that is formed upon the property owned Developer's Individual Parcel for the purpose of financing public improvements, included but not limited to the acquisition of such conveyance capacity.

(c) In the event an individual Developer elects to use all of its Maximum Daily Demand as set forth in the Maximum Daily Demand Limit Exhibit D to this Agreement on a single project within its Individual Parcel, the Developer acknowledges that the remainder of its individual Parcel will have no conveyance capacity in the Water Transmission Facilities and that in order for any development to occur on such remaining property, Developer will have to acquire at its sole cost and expense a portion of the oversizing conveyance capacity in the Water Transmission Facilities owned by the City. These acquisition costs are in addition to those owed by Developer under Allocation Exhibit D. This subsection (c) shall not apply to Vistancia or the Vistancia Parcel.

11. Instructions to Escrow Agent. This Agreement shall constitute instructions to Escrow Agent and the Contribution Amounts paid by the Developers (including the City) hereunder shall be disbursed and dealt with by Escrow Agent in strict accordance with the following:

(a) Escrow Agent shall deposit or invest the Contribution Amount in money market accounts or similar type of investment accounts, reasonably acceptable to Lead Developer (provided that the Contribution Amount is available for immediate withdrawal, as and when required under this Agreement). Escrow Agent shall draw upon a Letter of Credit deposited with it pursuant to the provisions of Section 7(a) above within three (3) business days after receipt by Escrow Agent of written notice directing Escrow Agent to draw upon such Letter of Credit due to a Developer's failure to pay a Draw Request within five (5) calendar days as set forth in Section 7(a) or due to any other breach or provision of this Agreement which entitles a draw upon such Letter of Credit, but in any event no later the applicable expiration date of the Letter of Credit. Lead Developer shall assist Escrow Agent in preparing the necessary sight draft and accompanying certification so that Escrow Agent may timely draw upon a Letter of Credit.

(b) Escrow Agent shall not be liable for any action taken or omitted by it when acting as the Escrow Agent hereunder, except for its own negligence, bad faith, recklessness, willful misconduct or breach of this Agreement. Notwithstanding any provision in this Agreement, Escrow Agent shall not be responsible for determining the sufficiency of any lien waivers required to be submitted as part of the Draw Request.

(c) Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person.

(d) The Developers hereby severally (in accordance with their proportionate shares set forth in the Allocation Exhibit) indemnify Escrow Agent for, from and against all costs, damages, expenses and liabilities (including reasonable attorney's fees) which Escrow Agent may incur or sustain in connection with complying with this Agreement when acting as Escrow Agent hereunder or as a result of any court action arising from the Escrow Agent's actions as Escrow Agent except claims arising out of Escrow Agent's, gross negligence, bad faith, recklessness, willful misconduct or breach of this Agreement.

(e) If conflicting demands are made upon Escrow Agent to any monies or Letters of Credit at any time held by it as Escrow Agent hereunder, then Escrow Agent may hold the monies, pertaining thereto pending receipt of mutual instructions, until the right of the Developers are determined by an appropriate court of law, or Escrow Agent may interplead any and all monies held by it hereunder, pending the outcome of the litigation, in which event, the Escrow Agent shall thereafter be relieved of any and all liability to the Developers hereunder; provided, however, that Escrow Agent shall draw on any Letter of Credit in dispute prior to filing any interpleader and prior to the expiration date of any such Letter of Credit.

(f) Escrow Agent shall be entitled to receive compensation for its services as Escrow Agent hereunder, in accordance with the fee schedule attached hereto as Exhibit F. The fees and costs of City with respect to each Escrow Account shall be payable by the Developer maintaining such Escrow Account. All other Escrow Agent fees shall be allocated among the Developers (including the City) in accordance with their proportionate shares as set forth in the Exhibit D Allocation Schedule.

(g) Escrow Agent shall provide Lead Developer and the other Developers with monthly account statements regarding each Developer's Escrow Account.

(h) Escrow Agent may, at its election, resign as Escrow Agent under this Agreement. In the event Escrow Agent elects to resign, it shall provide written notice to all Parties at least ten (10) business days prior to the date that the resignation will be effective. Prior to the date that the resignation is effective, Lead Developer may with the consent of the City select a licensed escrow agent to carry out the applicable terms of this Agreement and may unilaterally instruct the resigning Escrow Agent to disburse any remaining funds and Letters of Credit being held in the escrow to the newly appointed escrow agent selected by Lead Developer; provided that such new escrow agent has first assumed in writing the obligations of Escrow Agent under this Agreement, including all obligations pertaining to drawing any Letter of Credit prior to expiration and all Letters of Credit then held by Escrow Agent have been assigned to such new escrow agent as required by the terms of each Letter of Credit and any charges due the issuer are paid to ensure that such new escrow agent is fully authorized to draw upon such Letters of Credit.

(i) The parties agree to the additional terms relating to the escrow and Escrow Agent (if any) as set forth in Exhibit F attached hereto.

12. Representatives. Each Party designates the individual named below as its representative to act on its behalf in all matters covered by this Agreement. All inquiries,

requests, instructions, authorizations, and other communications with respect to the matters covered by this Agreement shall be made to the appointed representatives. Each Party may, without further or independent inquiry, assume and rely at all times that each Party's representative designated hereunder has the power and authority to make decisions on the Party's behalf, to communicate all decisions to the other Parties and to bind the Party by his/her acts and deeds, unless otherwise notified in writing by the Party designating the representative. As such, each Party executing this Agreement confers upon such representative the authority to act on its behalf and all matters covered by this Agreement. Any Party may change its representative under this Agreement at any time by written notice to the other Parties at least ten (10) days before the change is to take effect. The initial representatives of the Parties shall be as follows:

Lead Developer:	Mark Hammons
Vistancia:	Mark Hammons
VW:	Jeff Hinkle and Joan Scarbrough
Iota:	Tim Connor
GT Ventures:	Alan Beaudoin
Diamond:	Mark Weinberg
City:	William Mattingly, Public Works-Utilities Director

13. Meetings and Voting Rights.

(a) From and after the date of this Agreement and until Final Completion of the Water Transmission Facilities, Consultants and the designated representatives of Lead Developer and the Developers shall meet at least monthly (in person or by telephone) on a regular basis (or more frequently if so agreed upon by a majority of the Developers) regarding the status of construction of the Water Transmission Facilities, scheduling and coordination issues, engineering and design issues, and other similar issues. From time to time, Lead Developer may call for a meeting of the Developers. Lead Developer shall schedule the time and location of the meetings and shall give the Developers written notice at least three (3) business days prior to the scheduled meeting, except no notice shall be required for regularly scheduled meetings previously agreed upon by the Developers. Lead Developer shall keep (or cause to be kept) minutes of each meeting and shall promptly distribute to each Developer minutes of each meeting. Meetings may be attended in person, by telephone or by proxy. For the purposes of this Agreement, a "**proxy**" shall be a written instrument executed by the designated representative of a Developer granting only to Lead Developer or the designated representative of another Developer the authority to act on behalf of such Developer, which proxy must be delivered to Lead Developer prior to the commencement of any meeting. Lead Developer may rely upon any written proxy presented without further investigation.

(b) For purposes of voting on any matter under this Agreement, each Developer shall be entitled to a number of votes based on their percentage share of the cost of

the Water Transmission Facilities (as set forth in the Exhibit D Allocation Schedule) with the total number of votes being One Hundred (100). For example, if an individual Developer's proportionate share on the Exhibit D Allocation Schedule is 5.5% of the total cost of the Water Transmission Facilities, then such Developer shall have 5.5 votes out of the total of 100. Notwithstanding any contrary provision hereof, a Developer that is then in default of its payment obligations under this Agreement shall have no voting rights hereunder and the votes of the defaulting Developer shall be allocated to the remaining Developers (for voting purposes only) on a proportionate basis, so that the total votes equal One Hundred (100).

(c) A Developer's failure to attend a meeting where voting is required shall be deemed a vote by the Developer in favor of the prevailing side of an issue to be decided at such meeting.

14. Notices and Communications. Any and all notices, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

To Lead Developer:

Vistancia South, LLC
28620 N. El Mirage Rd.
Peoria, AZ 85383
Attention: Mark Hammons
Telephone: (623) 455-4971
Facsimile: (623) 518-2019
E-mail:mhammons@landresourcesinc.com

and

Vistancia South, LLC
c/o Stratford Land
5949 Sherry Lane, Suite 1750
Dallas, TX 75225
Attention: Peter Field
Telephone: (214) 239-2366
Facsimile: (214) 368-9192
E-mail: pfield@stratfordland.com

With a copy to:

Maguire, Pearce & Storey, LLLP
2999 N. 44th Street, Suite 650
Phoenix, AZ 85018
Attention: Lesa J. Storey
Telephone: (602) 639-5300
Facsimile: (602) 277-2199
E-mail: lstorey@azlandandwater.com

To Vistancia:

Vistancia South, LLC
28620 N. El Mirage Rd.
Peoria, AZ 85383

Attention: Mark Hammons
Telephone: (623) 455-4971
Facsimile: (623) 518-2019
E-mail:mhammons@landresourcesinc.com
and

Vistancia South, LLC
c/o Stratford Land
5949 Sherry Lane, Suite 1750
Dallas, TX 75225
Attention: Peter Field
Telephone: (214) 239-2366
Facsimile: (214) 368-9192
E-mail: pfield@stratfordland.com

With a copy to:

Maguire, Pearce & Storey, LLLP
2999 N. 44th Street, Suite 650
Attention: Lesa J. Storey
Telephone: (602) 639-5300
Facsimile: (602) 277-2199
E-mail: lstorey@azlandandwater.com

To VW:

Vistancia West Construction, LP
c/o Shea Homes of Phoenix, Inc. (FN)
8800 North Gainey Center Drive, Suite 370
Scottsdale, Arizona 85258
Attention: Jeff Hinkle and Joan Scarbrough
Telephone: (480) 367-3717/(623) 215-6204
Facsimile: (480) 948-8048
E-mail: Joan Scarbrough@sheahomes.com

With a copy to:

Zwillinger Greek & Knecht PC
2425 E. Camelback Rd., Suite 600
Phoenix, Arizona 85016
Attention: Jim Gibson
Telephone: (602) 224-7833
Facsimile: (602) 224-7889
E-mail jgibson@zglawgroup.com

To Iota:

Sabal Financial Group
4675 MacArthur Court, Suite 1550
Newport Beach, CA 92660
Attention: Tim Connors
Telephone: (949) 517-0861
Facsimile: _____
E-mail: Tim.connors@sabalfin.com

With a copy to:

_____
_____

_____
Attention: _____
Telephone: _____
Facsimile: _____
E-mail:_____

To GT Ventures:

GT Ventures Lake Pleasant, LP
4300 North Miller Road
Suite 110-8
Scottsdale, AZ 85251
Attention: Gary D. Torhjelm
Telephone: (403) 820-3134
Facsimile: (480) 874-2393
E-mail: office@gdtgroup.net

With a copy to:

LVA Urban Design Studio L.L.C.
120 South Ash Avenue
Tempe, AZ 95281
Attention: Alan Beaudoin
Telephone: (480) 994-0994
Facsimile: (480) 994-7332
E-mail: abeaudoin@lvadesign.com

To Diamond:

Diamond Ventures
2200 East River Road, Suite 115
Tucson, AZ 85748-6586
Attention: Mark Weinberg, Vice President Development and Chad Kolodisner, General Counsel
Telephone: 520-577-0200
Facsimile: 520-299-5602_____
E-mail:_mweinberg@diamondven.com
and ckolodisner@diamondven.com

With a copy to:

Biskind, Hunt & Semro, PLC
8501 Scottsdale Road, Suite 155
Scottsdale, Arizona 85253
Attention: Neil D. Biskind
Telephone: (602) 955-4433
Facsimile: (602) 955-2272
E-mail: neil@biskindlaw.com

To City:

Carl Swenson, City Manager
City of Peoria, Arizona
P.O. Box 4038, Peoria, AZ 85345
Attention: William Mattingly, Public Works-Utilities Director
Telephone: 623-773-5151
Facsimile: _____
E-mail: Bill.mattingly@peoriaaz.gov

With a copy to:	City Attorney City of Peoria, Arizona P.O. Box 4038 Peoria, AZ 85345 Attention: Stephen M. Kemp Telephone: 623-773-7330 Facsimile: _623-773-7043 E-mail: Steve.kemp@Peoriaaz.gov
To Escrow Agent:	First American Title Insurance Company 9000 E. Pima Center Parkway Scottsdale, AZ 85258 Attention: Sandi Overbey – Trust Operations Facsimile: 602-685-7029 Telephone: 602-685-7120 E-Mail: soverbey@firstam.com

Any Party may from time to time designate in writing and deliver in a like manner any changes in address at least ten (10) days before the change becomes effective. Notices, approvals and other communications provided for herein shall be deemed received upon the earlier of (a) if personally delivered, or sent via overnight courier, the date of delivery to the address of the person to receive the notice, or (b) if mailed, the sooner of actual receipt or three (3) days after the date of deposit. Notwithstanding the foregoing, any notice received after 5:00 p.m. (local time where the notice is received) shall be deemed received on the immediately following business day. For purposes of Administrative convenience, the Parties, including the City agree that notices of regularly scheduled meetings may be provided by e-mail to the e-mail addresses indicated on this Agreement. Each Party shall be responsible to update the City and Lead Developer of any change in e-mail addresses not less than ten (10) days prior to the effective date.

15. Representations and Warranties of each Developer, other than the City. Each Developer (other than the City), by executing this Agreement represents and warrants (with the understanding and intent that Lead Developer and the other Developers are relying and will rely on these representations and warranties) that:

(a) The Developer is authorized to enter into and perform this Agreement and this Agreement is binding and enforceable against it in accordance with its terms.

(b) The Developer has been duly and legally organized in the State of its organization and is authorized to transact business in the State of Arizona.

(c) The execution, delivery, and performance by Developer of this Agreement and any other instruments and documents to be executed and delivered in connection with this Agreement does not, and will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which the Developer is a party or any judgment, writ, decree, order, injunction, rule, or governmental requirement to which it is subject.

(d) There is no litigation, investigation or proceeding pending or, to the actual knowledge of the Developer, contemplated or threatened against it, that would materially impair or affect the ability of the Developer to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

(e) The individual and/or entity executing this Agreement on behalf of the Developer is authorized and empowered to enter into this Agreement.

(f) The Developer is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, restriction, order, or judgment.

(g) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by the Developer or, to the Developer's actual knowledge, pending against the Developer or affecting or involving any of the Developer's Individual Parcel except that GT discloses the tax liens recorded against the GT Parcel as Instrument Nos. 2009-681517 and 2010-213441,real estate records of Maricopa County, Arizona.

The representations and warranties under this Agreement shall be true and correct as of the date of this Agreement If the Developer learns that any representation and warranty was true when given but is untrue after the date that such party becomes bound by this Agreement, the Developer shall provide written notice to the other Parties within three (3) business days after learning of the inaccuracy. The Developer shall reimburse the other Parties for any liability, loss, cost, damage or expense including, but not limited to, court costs and reasonable attorneys' fees, arising out of any breach by Developer of its representations and warranties.

16. Representations and Warranties of the City. The City is executing this Agreement, represents and warrants (with the understanding and intent that Lead Developer and the other Developers are relying and will rely on these representations and warranties) that:

(a) The City is authorized to enter into and perform this Agreement to the extent provided by its City Charter, City Code and the laws of the State of Arizona and that if such Charter, Code and Laws are in conflict with this Agreement, the provisions of such Charter, Code and Laws shall govern and to that extent this Agreement is binding and enforceable against City in accordance with its terms.

(b) The City has been duly and legally organized as a Home Rule Charter City pursuant to the Arizona constitution in the State of Arizona.

(c) The execution, delivery, and performance by City of this Agreement and any other instruments and documents to be executed and delivered in connection with this Agreement does not, and will not, result in any violation of, or conflict with, or constitute a default under, any provisions of (i) the Vistancia Development Agreement and amendments thereto; (ii) the Saddleback Heights Development Agreement and amendments thereto; (iii) the Lake Pleasant Heights Development Agreement and amendments thereto and is consistent with the adopted general plan and applicable zoning designations of the City.

(d) There is no litigation, investigation or proceeding pending or, to the actual knowledge of the City, contemplated or threatened against it, that would materially impair or affect the ability of the City to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

(e) The individual and/or entity executing this Agreement on behalf of City is authorized and empowered to execute this agreement.

(f) The authorization of this Agreement shall not bind the Peoria City Council to undertake any Legislative act. The Peoria City Council retains its sole and exclusive discretion to make such legislative determinations and the action of and/or failure to make a legislative determination shall not constitute the basis for a breach of this Agreement. Nothing in this Agreement shall be construed as a commitment by the City to exercise its legislative discretion to establish density, land use and zoning.

(g) The City is subject to the provisions of Arizona Revised Statutes, Section 38-511. However, the City is not aware of any employee of the City at the time of execution of this Agreement having a conflict of interest which would constitute the basis for rescission of such Agreement.

17. Arbitration. If, after following the dispute resolution procedures otherwise set forth in this Agreement, any question, dispute, or controversy remains in connection with this Agreement on which the Parties cannot agree (a "**Dispute**"), then such Dispute shall be resolved by mandatory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "**Rules**"), in accordance with and subject to the following provisions:

(a) Dispute Notice. If any Party believes that a Dispute exists, it may notify the other Parties thereof, which notice (a "**Dispute Notice**") shall identify the Dispute. Within ten (10) days after giving or receiving such notice, each Party shall submit to the others its final and best position as to the Dispute (hereinafter referred to as a "Final Position") which shall remain the position of such Party throughout the arbitration process. Notwithstanding the foregoing, the Parties may make offers in settlement at any time, but no such proposal shall be considered by the Arbitrator. As promptly as practicable, and in any event within thirty (30) days following the delivery of the Dispute Notice, the Parties shall meet in an attempt to resolve the Dispute. If the Dispute cannot be resolved at that meeting, any Party may submit the Dispute to arbitration as hereinafter provided.

(b) Appointment of Arbitrator. A single arbitrator shall be selected according to the Rules; provided, however, that the individual selected must be recognized in the Phoenix metropolitan area as having competence in the subject matter of the Dispute. The term "Arbitrator" as used herein shall mean and refer to the single arbitrator selected pursuant to this Section.

(c) Conduct of Arbitration. The arbitration shall be conducted in Phoenix, Arizona. The arbitration process shall generally be conducted by the designated Arbitrator in accordance with the Rules, but the Arbitrator shall have discretion to vary from those Rules in light of the nature or circumstances of any particular Dispute. In all events, unless waived by the Parties, the Arbitrator will conduct an arbitration hearing at which the Parties and their

counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Party. The proceedings at the arbitration hearing shall, unless waived by the Parties, be conducted under oath. Any party may elect to pay for a Court Reporter at their sole expense.. The Parties shall cooperate in good faith to permit a conclusion of the arbitration hearing within thirty (30) days following the appointment of the Arbitrator and shall endeavor to submit a joint statement setting forth each Dispute to be submitted to arbitration, including a summary of each Party's Final Position on each Dispute. The Arbitrator shall make a determination as to each Dispute in favor of the Final Position (as submitted within the first ten (10) days following the delivery of a Dispute Notice) determined by the Arbitrator to be the most reasonable of all the Final Positions submitted by the Parties in accordance with this Agreement, which Final Position shall be selected by the Arbitrator. In addition, the Arbitrator shall require the unsuccessful Party(ies) to pay all reasonable costs and fees, including attorney's fees, of the prevailing Party(ies) and costs and fees of the arbitrator.

(d) Standards of Conduct. The Parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the integrity and fairness of that process. To that end, if a Dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any Dispute either ex parte or outside of the contacts and communications contemplated by this Section 17, and the Parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by the other Parties.

(e) Decision. The decision of the Arbitrator with respect to any Dispute shall be final and binding on all Parties and not subject to appeal, in the absence of fraud or the extent permitted by law, and the prevailing Party(ies) may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

(f) Time of the Essence. The Parties agree that time is of the essence with respect to the resolution of any disputes arising hereunder.

(g) Disputes Related to Certain Matters. Notwithstanding the foregoing or any other provisions contained in this Agreement, disputes related to the Allocation Exhibit, the Approved Plans and Specifications, Plan Changes, the percentage of completion of an Improvement or whether an Improvement has been done in accordance with Approved Plans and Specifications, shall be resolved by a Consultant as arbitrator (or if the Consultants are unavailable, then by another construction engineer or construction manager reasonably agreed upon by the Parties). A hearing will be held by such arbitrator within ten (10) days after receipt of notice of dispute, at which the Parties shall be present and to which any Parties may bring counsel. The arbitrator may modify the Rules as the arbitrator deems reasonable or necessary. The arbitrator shall permit the Parties to provide a statement and evidence as to their position. The arbitrator shall inspect the work in question and shall make a decision as promptly as possible. The Parties acknowledge that there is a benefit to the Parties in having work done as expeditiously as possible and that there is a need for a streamlined method of making decisions described in this Section so that work is not delayed.

18. Miscellaneous.

(a) Failure to Pay Amounts Due. All amounts due and owing from any Party other than the City not paid when due hereunder and remaining unpaid five (5) City business days after notice of such failure from Lead Developer ("**Unpaid Funds**") shall bear interest at the rate of eighteen percent (18%) per annum until paid in full (the "**Interest**"). Any Developer may advance Unpaid Funds due from any other non-paying Developer (a "**Non-Paying Developer**") and shall be reimbursed the amount advanced plus Interest at the time the Non-Paying Developer pays its Unpaid Funds. The obligation of a Non-Paying Developer to reimburse another Developer pursuant to this Section 18(a) shall survive the completion of the Water Transmission Facilities and the expiration or termination of this Agreement. The City agrees that no Developer nor the Developer's Individual Parcel shall be permitted to connect to or otherwise access the Water Transmission Facilities until all amounts due from a Developer have been paid in full and the City receives written verification from Lead Developer that the amount due by Developer under the Exhibit D Allocation Schedule has been paid in full. If a Developer advances funds on behalf of a Non-Paying Developer and such Non-Paying Developer has not timely reimbursed the entire amount advanced plus Interest as and when demanded in writing by the advancing Developer, then (i) the conveyance capacity previously allocated to the Non-Paying Developer and its Individual Parcel shall be forfeited to the City and shall be deemed oversized capacity, and (ii) pursuant to section 25-34 of the Peoria city code, the city shall enter into a repayment agreement with the developer advancing funds. The repayment agreement will automatically terminate after 10 years, and any payments received by the City pursuant to the repayment agreement shall be paid to the developer advancing funds as required in section 25-34. Interest in the amount of 18% shall be included in the amounts paid by the City pursuant to the repayment agreement. The City's obligation to make payments to the Developer shall be limited to the amounts collected pursuant to a repayment agreement, and the City's obligation shall terminate when the repayment agreement terminates. When any Developer has fully paid its proportionate share, plus 18% interest per annum as previously set forth herein, due under this Agreement Lead Developer shall provide to City a written certification confirming that such Developer has fully paid its proportionate share and City may rely upon such certification in authorizing connection to the Water Transmission Facilities. If any Developer fails to pay any amounts owed by it hereunder and the other Developers elect not to advance Unpaid Funds on behalf of the Non-Paying Developer, then the remaining Developers (including the City) agree to use their good faith efforts to reduce the scope of and/or otherwise modify the Water Transmission Facilities, to the extent reasonably feasible, to eliminate the need for the Unpaid Funds and allow the remaining Developers and their Individual Parcels to be served in the manner originally contemplated by this Agreement.

(b) Attorneys' Fees. In the event any Party brings an arbitration or other proceeding against any other Party (as applicable) to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and other expenses and reasonable attorneys' fees by the non-prevailing Party(ies). In the event any judgment is secured by the prevailing Party, all costs and attorneys' fees shall be included therein and determined by the Arbitrator and not by jury.

(c) Waiver of Certain Damages. Each Party hereby waives for itself and its insurers all claims against each other Party for the waiving Party's consequential, incidental, special, exemplary, and punitive damages, but not the waiving Party's actual damages, arising out of or relating to this Agreement. This reciprocal waiver includes, but is not limited to: (i) damages incurred by a Party for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such

persons; and (ii) damages incurred by a Party for principal office expenses (including the compensation of personnel stationed there), for losses of financing, business, and reputation, and for loss of profit.

(d) Further Acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-subcontractor, employer-employee, partnership, joint venture or other arrangement between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no other person, firm, organization or corporation shall have any right or cause of action hereunder.

(f) Other Development Agreements. Individual Developers and the City may be subject to other Development Agreements entered into prior or subsequent to this Agreement. The provisions of this Agreement governing the development of the Water Transmission Facilities; the Improvement Costs; the establishment of Maximum Daily Demand Limits for each Developer's parcel as set forth in Exhibit D and the Allocation of Costs as set forth in Exhibit D shall control and govern in the event of any conflict between this Agreement and any other agreement.

(g) Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties pertaining to the construction of the Water Transmission Facilities. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by Lead Developer and the Developers.

(h) Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, without giving effect to the principles of conflicts of laws.

(i) Severability. If any provision of this Agreement is declared void or unenforceable, the provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

(j) Parties Bound. The burdens of this Agreement are binding on, and the benefits of this Agreement shall inure to the benefit of, the Lead Developer and the Developers executing this Agreement and their respective successors and permitted assigns. No Party shall have the right to withdraw from this Agreement without the consent and approval of all other Parties hereto; provided, however, a Developer shall have the right to assign its rights and obligations to a Permitted Assignee as provided below.

(k) Successors and Assigns. Except for an assignment to a Permitted Assignee as provided below, no Party to this Agreement shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each of the other Parties (at each Party's sole and absolute discretion). Any Developer may assign all or any part of its rights and obligations under this Agreement to a successor-in-ownership to all or a portion of

the Developer's Individual Parcel, to the then owner of all or a portion of the Individual Parcel (if not the Developer), or to a Developer of other property located within the Property or the Service Area (a "**Permitted Assignee**"), without the consent of the other Parties required, provided that such assignment conditioned on the following terms and conditions: (1) the Permitted Assignee shall not be entitled to "**tie-in**" or connect to or otherwise use any of the Water Transmission Facilities until the Developer (or the Permitted Assignee) shall have paid in full the Developer's Contribution Amount (or posted financial assurances for such Contribution Amount in accordance with the Agreement); (2) the Developer and Permitted Assignee shall give written notice to the other Developers of the effective date of the assignment (and, if the assignment is anything other than a full assignment, such notice shall specify how the Developer's proportionate share is to be allocated between the Developer and the Permitted Assignee); (3) the Permitted Assignee assumes in writing the obligations of the assigning Developer under this Agreement pursuant to a written assignment and assumption agreement; and (4) specific written notice of the terms and conditions of the Assignment are provided to the City, including but not limited to the distribution of any credits by the City to Developer. Any attempted assignment in violation of the foregoing provisions shall be null and void and of no force or effect.

(l) Counterparts. This Agreement (and any Addendum) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

(m) Time of Essence. Time is of the essence each and every term, condition, obligation and provision hereof.

(n) Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(o) Exhibits. The exhibits attached hereto are hereby incorporated herein by this reference.

(p) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of the provision or any other provision hereof.

(q) Computation of Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days or City Business Days. City Business Days are Monday through Thursday. Official Holidays adopted by the City are not City Business Days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday, City holiday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, City holiday or a national holiday.

(r) Satisfaction of Obligations. Obligations required under this Agreement shall be deemed to be satisfied if the Party responsible to satisfy the obligation performs the obligations itself or causes the obligation to be performed by some other third-party.

(s) Cross-Indemnification. Each Developer shall severally (and not jointly) indemnify, defend and hold harmless the other Parties to this Agreement and their affiliates, including the Lead Developer (collectively, the "**Indemnified Parties**"), from any liabilities, claims and costs (including, but not limited to, court costs and attorneys fees) as may be suffered or incurred by the other Parties in connection with suits, claims, demands and/or actions by the indemnifying Developer's successors-in-interest, assigns, tenants, and successors-in-title (including, but not limited to, any homeowners', condominium Developers' or property Developers' association, retail homebuyer(s), and other third party purchaser(s) of any subdivided residential lot, condominium unit, common area, commercial parcel and/or other parcel within the indemnifying Developer's Individual Parcel), arising out of or relating to defects or alleged defects in the Water Transmission Facilities done pursuant to this Agreement.

(t) Cancellation. This Agreement is subject to cancellation for conflict of interest by the City only, without penalty or further obligation as provided by A.R.S. Section 38-511.

(u) Limitation on Trustee Liability. Trustee is executing this Agreement solely in its capacity as Trustee under Trust 4912 and not in its corporate capacity. Trustee shall not be required in acting hereunder (a) to enter into any contract or other obligation in its proprietary corporate capacity, or (b) to make itself individually liable in its proprietary corporate capacity to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. Trustee shall have no individual liability or obligation whatsoever to any party to this Agreement (other than the beneficiaries of Trust 4912), arising from its ownership, as Trustee, of legal title to the land held in Trust 4912, or with respect to any act done or contract entered into or indebtedness incurred in relation to the land held in Trust 4912 or in otherwise acting hereunder. Nothing contained in this Section 18(u) shall limit the obligations and liabilities of Trust 4912 under this Agreement.

19. Termination Upon Sale to Public. This Agreement is not intended to and will not create conditions or exceptions to title or covenants running with the Property as to Public Lots as defined below. Therefore, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, notwithstanding anything contained herein to the contrary, this Agreement will terminate without the execution or recordation of any further document or instrument as to any lot or parcel which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year), transferred or sold to the end purchaser or user thereof (a "**Public Lot**") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

LEAD DEVELOPER:

VISTANCIA SOUTH, LLC, a Delaware limited liability company

By: SLF III – VPMM, LLC, a Texas limited liability company, its managing member

By: SLF III – Vistancia, LLC, a Texas limited liability company, its sole and managing member

By: Stratford Land Fund III, L.P., a Delaware limited partnership, its sole and managing member

By: Stratford Fund III GP, LLC, a Texas limited liability company, its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia South, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:
_____

VISTANCIA:

VISTANCIA SOUTH, LLC, a Delaware limited liability company

By: SLF III – VPMM, LLC, a Texas limited liability company, its managing member

By: SLF III – Vistancia, LLC, a Texas limited liability company, its sole and managing member

By: Stratford Land Fund III, L.P., a Delaware limited partnership, its sole and managing member

By: Stratford Fund III GP, LLC, a Texas limited liability company, its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia South, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:
_____

VW:

VISTANCIA WEST CONSTRUCTION, LP, a Delaware limited partnership

By: Vistancia West Construction Holdings, LLC,
A Delaware limited liability company

Title: General Partner

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Vistancia West Construction Holdings, LLC, a Delaware limited liability company, the general partner of Vistancia West Construction, LP., a Delaware limited partnership, for and on behalf thereof.

_____
Notary Public

My commission expires:

GT VENTURES:

GT VENTURES LAKE PLEASANT, LP, a Delaware limited partnership

By: Cotton Lane Ventures, Inc., an Arizona corporation, General Partner

By: _____
Name: Gary D. Torhjelm
Title: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by Gary D. Torhjelm, the President of Cotton Lane Ventures, Inc., an Arizona corporation, the General Partner in GT Ventures Lake Pleasant, L.P., a Delaware limited partnership, for and on behalf thereof.

_____
Notary Public

My commission expires:

DIAMOND:

FIRST AMERICAN TITLE INSURANCE COMPANY , a Nebraska corporation, (redomesticated from California effective July 1, 2014), as Trustee Under Trust No. 4912 and in no other capacity.

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the Trustee of FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, (redomesticated from California effective July 1, 2014), as Trustee Under Trust No. 4912 and in no other capacity, for and on behalf thereof.

_____
Notary Public

My commission expires:

CITY:

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Cathy Carlat, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ESCROW AGENT ACCEPTANCE:

The undersigned Escrow Agent hereby agrees to be bound by the provisions hereof applicable to Escrow Agent, and agrees to perform its obligations as set forth herein.

FIRST AMERICAN TITLE INSURANCE COMPANY,
a Nebraska corporation

By: _____
Its: _____

Date: _____, 2015

VISTANCIA OWNER CONSENT:

The undersigned, the owners of the property described in Exhibit A-1 to the attached Joint Development Agreement (the "Vistancia Parcel"), hereby consents to recording the attached Joint Development Agreement against the Vistancia Parcel solely for the purpose of complying with Arizona Revised Statutes Section 9-500.05.D. The undersigned's execution of this Consent does not afford the undersigned any rights or benefits under the Agreement (whether as a party, a third party beneficiary, or otherwise), nor does the undersigned's execution of this Consent impose any personal liability on the undersigned or the owner of the Vistancia Parcel, or impose, or grant the right to impose, any monetary lien on the Vistancia Parcel.

Date:_____ ___, 2015

VISTANCIA 580 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia 580 Commercial, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA 150 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia 150 Commercial, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA NORTH, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia North, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA VILLAGE H, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Village H, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA CLEMENTINE, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Clementine, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA MYSTIC, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Mystic, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

GT PARCEL OWNER CONSENT

The undersigned, the owner of the property described in Exhibit A-4 to the attached Joint Development Agreement (the "GT Parcel"), hereby consents to recording the attached Joint Development Agreement against the GT Parcel solely for the purpose of complying with Arizona Revised Statutes Section 9-500.05.D. The undersigned's execution of this Consent does not afford the undersigned any rights or benefits under the Agreement (whether as a party, a third party beneficiary, or otherwise), nor does the undersigned's execution of this Consent impose any personal liability on the undersigned or the owner of the GT Parcel, or impose, or grant the right to impose, any monetary lien on the GT Parcel.

Date:_____ ___, 2015

GROUP THREE PROPERTIES, an Arizona general partnership
By:_____
Name: Gary Torhjelm
Title: General Partner

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2015 by Gary Torhjelm, the General Partner of **GROUP THREE PROPERTIES**, an Arizona general partnership, on behalf thereof.

_____
Notary Public

(Seal)

GT PARCEL OWNER CONSENT

The undersigned, the owner of the property described in Exhibit A-4 to the attached Joint Development Agreement (the "GT Parcel"), hereby consents to recording the attached Joint Development Agreement against the GT Parcel solely for the purpose of complying with Arizona Revised Statutes Section 9-500.05.D. The undersigned's execution of this Consent does not afford the undersigned any rights or benefits under the Agreement (whether as a party, a third party beneficiary, or otherwise), nor does the undersigned's execution of this Consent impose any personal liability on the undersigned or the owner of the GT Parcel, or impose, or grant the right to impose, any monetary lien on the GT Parcel.

Date:_____ ___, 2015

NORANDA PROPERTIES, LP, a Nevada limited partnership, the successor-by-conversion to Noranda Properties, Inc., a Nevada corporation, formerly known as Noranda Properties, Inc., an Arizona corporation

By: NorGar, LLC, a Nevada limited liability company, General Partner

By:_____

Name: Gary Torhjelm

Title: Manager

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2015 by Gary Torhjelm, the Manager of NorGar, LLC, a Nevada limited liability company, the General Partner of **NORANDA PROPERTIES, LP**, a Nevada limited partnership, the successor-by-conversion to Noranda Properties, Inc., a Nevada corporation, formerly known as Noranda Properties, Inc., an Arizona corporation, on behalf thereof.

_____

Notary Public

(Seal)

LIST OF EXHIBITS

Exhibit A-1: Legal Description of the Vistancia Parcel
Exhibit A-2: Legal Description of the VW Parcel
Exhibit A-3: The Iota Parcel
Exhibit A-4: Legal Description of the GT Parcel
Exhibit A-5: Legal Description of the Diamond Parcel
Exhibit A-6: General Depiction of the City's Service Area
Exhibit B: Description of Water Transmission Facilities
Exhibit C: Budget
Exhibit D: Allocation Exhibit
Exhibit E: Right of Way
Exhibit F: Escrow Agent Fees and Additional Terms
Exhibit G: Schedule of Draft Plans and Specifications
Exhibit H: Construction Schedule
Exhibit I: Amounts and Types of Insurance Coverages
- Subsection A: Contractor's Insurance
- Subsection B: Lead Developers Insurance
Exhibit J: Form of Letter of Credit

***

EXHIBIT A-1

LEGAL DESCRIPTION OF THE VISTANCIA PARCEL

PLATTED LOTS / TRACTS

LOTS 12 AND 13 OF REPLAT OF LOTS 12 AND 13 OF BLACKSTONE AT VISTANCIA PARCEL B2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 831 OF MAPS, PAGE 10;

LOTS 1, 2, 4, 5, 6, 7, 9, 10, 12, 19 AND 21 OF BLACKSTONE AT VISTANCIA PARCEL B7, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 961 OF MAPS, PAGE 38;

TRACTS A, B, C, D, E, F, G, H, I, AA, EE AND AAA OF FINAL PLAT OF BLACKSTONE AT VISTANCIA, PARCELS A3 & B14, PEORIA, ARIZONA, A RE-PLAT OF TRACT E-1 AS SHOWN ON THE AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE & SUNRISE POINT RECORDED IN BOOK 1203 OF MAPS, PAGE 35, MCR, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1204 OF MAPS, PAGE 36;

TRACTS I, J, AA, CC, DD, EE AND FF OF FINAL PLAT OF BLACKSTONE AT VISTANCIA PARCELS B6 & B9, PEORIA, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1144 OF MAPS, PAGE 18;

TRACT I OF FINAL PLAT FOR VISTANCIA PARCEL A18, PEORIA, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1171 OF MAPS, PAGE 10;

TRACTS N AND P, OF THE RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE & WESTLAND ROAD, ACCORDING TO THE MAP OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 850 OF MAPS, PAGE 23.

EXCEPT THEREFROM ANY PORTION OF TRACT P CONVEYED TO THE CITY OF PEORIA IN SPECIAL WARRANTY DEED RECORDED AS 2008-0271039 OF OFFICIAL RECORDS;

TRACTS O-1A AND O1-B OF VISTANCIA PARCEL F3 PHASE 1 TRACTS 0-1 AND 0-2 AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1188, PAGE 16;

TRACTS A-2, B-2, B-3, B-4, E, G, AA, BB AND CC OF MAP OF DEDICATION EL MIRAGE ROAD, RIDGELINE ROAD & WESTWARD SKIES DRIVE ACCORDING TO THE MAP OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1178 OF MAPS, PAGE 45.

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner (GLO brass cap) of said Section 24, from which point the north quarter corner (rebar) thereof bears S 89°38'17" E a distance of 2637.11 feet;

Thence S 84°59'31" E a distance of 1308.79 feet to the POINT OF BEGINNING;

Thence 194.41 feet along the arc of a curve to the right, having a radius of 1950.00 feet, through a central angle of 05°42'44" and a chord bearing S 85°13'01" E, from which point the radius point bears S 01°55'37" W;

Thence 249.08 feet along the arc of a curve to the left, having a radius of 1550.00 feet, through a central angle of 09°12'26" and a chord bearing S 86°57'52" E;

Thence N 88°25'55" E a distance of 118.63 feet;

Thence S 46°34'05" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 43.00 feet;

Thence N 43°25'55" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 327.28 feet;

Thence 651.43 feet along the arc of a curve to the right, having a radius of 348.50 feet, through a central angle of 107°05'58" and a chord bearing S 38°01'06" E;

Thence S 15°31'53" W a distance of 89.31 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 88°19'12" W;

Thence 280.47 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of 86°51'48" and a chord bearing N 45°06'41" W;

Thence N 85°03'42" W a distance of 345.19 feet;

Thence N 60°45'45" W a distance of 506.91 feet;

Thence N 74°32'48" W a distance of 317.90 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 13°11'31" W;

Thence 7.50 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of 04°17'41" and a chord bearing N 78°57'20" W to the POINT OF BEGINNING.

Said Description contains 6.0794 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°38'17" E for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

[redacted]

August 14, 2009
Vistancia, LLC
Parcel B13
Boundary

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (rebar) of said Section 24, from which point the northwest corner (GLO brass cap) thereof bears N 89°38'17" W a distance of 2637.11 feet;

Thence S 85°43'05" W a distance of 1475.01 feet to the POINT OF BEGINNING;

Thence S 35°32'43" W a distance of 429.17 feet;

Thence N 78°36'41" W a distance of 179.07 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 01°44'40" E;

Thence 36.76 feet along the arc of said curve to the left, having a radius of 51.34 feet, through a central angle of 41°01'14" and a chord bearing S 67°44'43" W;

Thence S 36°59'25" W a distance of 728.05 feet;

Thence S 16°21'29" W a distance of 199.74 feet;

Thence N 22°38'56" W a distance of 256.72 feet;

Thence N 06°17'34" W a distance of 492.10 feet;

Thence N 18°08'29" W a distance of 322.79 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 67°51'09" W;

Thence 62.36 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, through a central angle of 35°43'53" and a chord bearing N 40°00'48" W;

Thence S 85°04'13" E a distance of 266.68 feet;

Thence 201.62 feet along the arc of a curve to the left, having a radius of 1232.00 feet, through a central angle of 09°22'36" and a chord bearing S 89°45'31" E;

Thence N 85°33'11" E a distance of 693.91 feet;

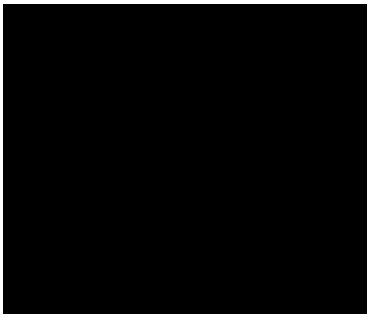
Thence 26.82 feet along the arc of a curve to the left, having a radius of 1950.00 feet, through a central angle of 00°47'17" and a chord bearing N 85°56'50" E;

Thence S 48°22'31" E a distance of 19.77 feet;

Thence N 87°24'41" E a distance of 45.00 feet to the POINT OF BEGINNING.

Said Description contains 12.9460 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°38'17" W for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.



August 14, 2009
Vistancia, LLC
Blackstone Guesthouse
Boundary

LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner (GLO brass cap) of said Section 24, from which point the south quarter corner thereof bears S 89°42'19" E a distance of 2638.71 feet;

Thence N 61°54'21" E a distance of 2235.28 feet to the POINT OF BEGINNING;

Thence N 67°53'50" W a distance of 123.31 feet;

Thence N 22°06'10" E a distance of 121.65 feet;

Thence N 07°55'27" E a distance of 93.21 feet;

Thence N 33°36'15" E a distance of 65.03 feet;

Thence N 50°52'49" E a distance of 16.57 feet;

Thence N 06°05'23" W a distance of 7.05 feet;

Thence N 74°37'37" E a distance of 17.48 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears S 38°17'22" W;

Thence 147.82 feet along the arc of said curve to the right, having a radius of 133.50 feet, through a central angle of 63°26'29" and a chord bearing S 19°59'23" E;

Thence S 11°43'51" W a distance of 191.88 feet;

Thence S 66°41'36" W a distance of 19.93 feet to the POING OF BEGINNING.

Said Description contains 0.7890 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°42'19" E for the south line of the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

[redacted]

[redacted]

AUGUST 11, 2009
PROJECT # 07114

PROPERTY DESCRIPTION FOR
PARCEL F-9 OF VISTANCIA

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, BEARS NORTH 00°03'34" EAST, A DISTANCE OF 2635.45 FEET;

THENCE NORTH 89°45'50" WEST, ALONG THE EAST-WEST MID SECTION LINE OF SECTION 14, A DISTANCE OF 1,324.04 FEET TO AN ALUMINUM CAP FLUSH WHICH MONUMENTS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 00°08'25" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 209.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986;

THENCE ALONG SAID LINE FOR THE FOLLOWING 6 COURSES, SOUTH 78°58'14" EAST, A DISTANCE OF 44.41 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 339.62 FEET TO A BRASS CAP FLUSH;

THENCE CONTINUING NORTH 49°06'08" EAST, A DISTANCE OF 881.47 FEET TO A BRASS CAP FLUSH;

THENCE SOUTH 16°04'28" WEST, A DISTANCE OF 477.09 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 200.03 FEET;

THENCE NORTH 16°04'28" EAST, A DISTANCE OF 477.09 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 273.99 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14;

THENCE SOUTH 00°03'34" WEST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986, AND ALONG SAID EAST LINE A DISTANCE OF 1,316.64 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 928,741 SQUARE FEET OR 21.3209 ACRES, MORE OR LESS.

[redacted]

SCHEDULE 1.10(B)

August 27, 2009
Legal Description
Vistancia Village A, Parcel A-5

A portion of land situated in the Northwest one-quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, City of Peoria, County of Maricopa, State of Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 23 according to record of survey shown in Book 632 at Page 24 with Rec. No. 2003-0515217 M.C.R. from which the Northwest corner of said Section 23 bears North 89° 42' 04" West a distance of 2,643.63 feet, said point being the **Basis of Bearing** herein;

THENCE South 33° 35' 50" West a distance of 1,315.25 feet to the Northwest corner of Vistancia Village A Parcel A7 as shown on the Final Plat in Book 719 at Page 33 with Rec. No. 2004-1486031 M.C.R., said point being on the Southerly boundary line of Tract B of Lone Mountain Road as shown on Map of Dedication in Book 744 at Page 25 with Rec. No. 2005-0545750 M.C.R. said point being the **Point of Beginning;**

THENCE departing said Southerly tract line and along the Westerly boundary line of said Parcel A7 the following three (3) courses;

(1) THENCE South 00° 23' 50" West a distance of 692.68 feet;

(2) THENCE South 73° 46' 49" West a distance of 172.84 feet;

(3) THENCE South 03° 15' 27" West a distance of 150.83 feet to the Northwest corner of the Re-Plat of Vistancia Village A Parcel A38 as shown on in Book 828 at Page 22 with Rec. No. 2006-0465671 M.C.R.;

THENCE South 03° 15' 27" West departing said Westerly boundary line of said Parcel A7 and along the Westerly boundary line of said Parcel A38 a distance of 338.37 feet to a point on the Northerly boundary line of Vistancia Village A Parcel A37 as shown on the Final Plat in Book 662 of Maps at Page 26 with Rec. No. 2003-1670676 M.C.R.;

THENCE departing said Westerly boundary line of said Parcel A38 and along the Northerly boundary line of said Parcel A37 the following four (4) courses;

(1) THENCE North 73° 00' 00" West a distance of 15.52 feet to a point of tangent curve concaving Southerly with a radius of 848.00 feet;

(2) THENCE 275.26 feet along the arc of said curve to the left through a central angle of 18° 35' 53", having a chord bearing of North 82° 17' 57" West and chord distance of 274.05 feet;

(3) THENCE South 88° 24' 07" West a distance of 24.37 feet;

(4) THENCE South 43° 45' 53" West a distance of 28.06 feet to a point on the Easterly boundary line of Tract C of Vistancia Boulevard as shown on Map of Dedication in Book 718 of Maps at Page 47 with Rec. No. 2004-1473157 M.C.R. said point being a point of non-tangent curve concaving Westerly with a radius of 2,575.00 feet;

THENCE departing said Northerly boundary line of said Parcel A37 and along said Easterly tract line the following five (5) courses;

(1) THENCE 748.29 feet along the arc of said curve to the left through a central angle of 16° 39' 00", having a chord bearing of North 08° 40' 30" West and chord distance of 745.66 feet;

(2) THENCE North 17° 00' 00" West a distance of 32.93 feet;

(3) THENCE North 13° 11' 08" West a distance of 75.16 feet;

(4) THENCE North 17° 00' 00" West a distance of 227.19 feet;

(5) THENCE North 27° 58' 43" East a distance of 14.41 feet to a point on said Southerly right of way line of said Lone Mountain Road;

THENCE departing said Easterly tract line and along said Southerly tract line the following six (6) courses;

(1) THENCE North 27° 58' 43" East a distance of 13.05 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;

(2) THENCE 121.82 feet along the arc of said curve to the right through a central angle of 02° 14' 01", having a chord bearing of North 74° 30' 11" East and chord distance of 121.81 feet;

(3) THENCE South 14° 16' 13" East a distance of 1.97 feet;

(4) THENCE North 75° 57' 29" East a distance of 31.08 feet;

(5) THENCE North 54° 40' 41" East a distance of 5.44 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;

(6) THENCE 576.11 feet along the arc of said curve to the right through a central angle of 10° 33' 46", having a chord bearing of North 81° 33' 46" East and chord distance of 575.30 feet to the **Point of Beginning.**

Said parcel contains 14.161 gross acres more or less.

Said Parcel contains 14.161 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A5 is not affected by said Wash Area).

[redacted]

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com

[redacted]

REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
DECEMBER 3, 2007
PROJECT # 07114.10.101

LEGAL DESCRIPTION
VISTANCIA A-11
LOT 1

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY,HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 89.74 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 158.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 575.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96.55 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET;

6225 North 24th Street, Suite 200 • Phoenix, AZ 85016 • 602.954.0038 Phone • 602.944.8605 Fax

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113.47 FEET;

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 22.95 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.41 FEET;

THENCE NORTH 74 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.75 FEET;

THENCE NORTH 40 DEGREES 33 MINUTES 01 SECONDS EAST, A DISTANCE OF 55.35 FEET;

THENCE NORTH 75 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 97.37 FEET;

THENCE NORTH 44 DEGREES 15 MINUTES 01 SECONDS EAST, A DISTANCE OF 43.66 FEET;

THENCE NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 11.44 FEET TO THE NORTHEASTERLY LINE OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,075.00 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT "M" THE FOLLOWING FOUR (4) COURSES;

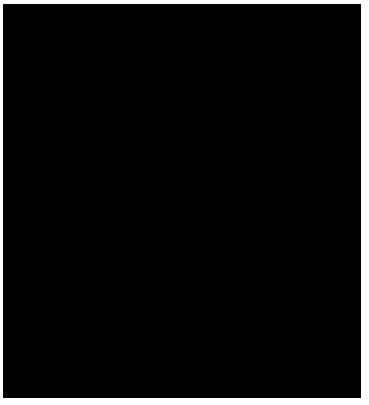
(1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 68.58 FEET;

(2) SOUTH 48 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 52.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 35 DEGREES 33 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,080.00 FEET;

(3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 17 MINUTES 36 SECONDS, A DISTANCE OF 230.80 FEET;

(4) SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.66 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 146,011 SQUARE FEET OR 3.3519 ACRES GROSS, MORE OR LESS. (GROSS = NET)



DEI
Professional Services, LLC

Civil Engineering
Land Surveying
Project Management

[redacted]

AUGUST 27, 2008
PROJECT # 07114

LEGAL DESCRIPTION
VISTANCIA A-11
RECHARGE WELL PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY,HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THE RADIUS OF WHICH BEARS NORTH 44 DEGREES 11 MINUTES 08 SECONDS WEST, A DISTANCE OF 788.00 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID SOUTHEASTERLY LINES AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 53 MINUTES 55 SECONDS, A DISTANCE OF 26.11 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 92.59 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 155.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 600.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 45 MINUTES 41 SECONDS, A DISTANCE OF 102.22 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 129.68 FEET;

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 35.47 FEET;

THENCE SOUTH 74 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 15 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.41 FEET;

THENCE SOUTH 05 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 22.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113.47 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 575.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96.55 FEET;

THENCE SOUTH 47 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 158.42 FEET;

THENCE SOUTH 26 DEGREES 28 MINUTES 10 SECONDS EAST, A DISTANCE OF 89.74 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

SAID PARCEL CONTAINS 13,185 SQUARE FEET OR 0.3026 ACRES GROSS, MORE OR LESS. (GROSS = NET)

SCHEDULE 1.10(B)

VISTANCIA PARCEL A25
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 10°04'37" E a distance of 1379.95 feet to a point on the north line of Tract "DD" (said point being the beginning of a non-tangent curve to the left from which point the radius point bears S 41°08'15" W) as shown on the Re-Plat of Map of Dedication Vistancia Phase - 1A, recorded in Book 977, Page 06, Maricopa County Records, the POINT OF BEGINNING;

Thence 1117.24 feet along the arc of said curve to the left and along said north line, having a radius of 7082.00 feet, through a central angle of 09°02'20" and a chord bearing N 53°22'55" W;

Thence N 13°43'08" W, leaving said north line, a distance of 48.19 feet;

Thence N 30°41'28" E a distance of 343.69 feet;

Thence 349.94 feet along the arc of a curve to the left, having a radius of 720.00 feet, through a central angle of 27°50'50" and a chord bearing N 16°46'03" E;

Thence N 72°47'55" E a distance of 307.72 feet;

Thence S 52°42'11" E a distance of 321.22 feet to a point on a west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records;

Thence S 26°29'31" E, along said west line, a distance of 275.36 feet;

Thence S 02°20'30" W, leaving said west line, a distance of 990.61 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 18.4943 gross acres, more or less, including any easements of record.

Said parcel contains 14.9079 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).

[redacted]

SCHEDULE 1.10(B)

VISTANCIA PARCEL A26
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 03°30'31" E a distance of 2599.76 feet to a point on the west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records, the POINT OF BEGINNING;

Thence N 52°42'11" W, leaving said west line, a distance of 321.22 feet;

Thence S 72°47'55" W a distance of 307.72 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 87°09'22" W;

Thence 358.45 feet along the arc of said curve to the left, having a radius of 720.00 feet, through a central angle of 28°31'28" and a chord bearing N 11°25'06" W;

Thence N 62°26'49" E a distance of 0.38 feet to the southwest corner of Tract O as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records;

Thence N 62°26'49" E, continuing along aforementioned course and along the south lines of Tract O, Tract P and Tract C respectively all shown on said final plat for Vistancia parcel A29, a distance of 357.74 feet;

Thence S 87°22'44" E, continuing along the south lines of said Tract C and Tract J (as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records) respectively, a distance of 399.12 feet to a point on the west line of said Tract "D" (said point being the southeast corner of said Tract J);

Thence S 01°48'53" W, along said west line, a distance of 182.39 feet;

Thence S 12°17'13" W, continuing along said west line, a distance of 426.24 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 6.8112 gross acres, more or less, including any easements of record.

Said parcel contains 5.1435 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).

[redacted]

SCHEDULE 1.10(B)

VISTANCIA PARCEL A27
LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 26 (GLO brass cap) from which point the southeast corner (GLO brass cap) thereof bears S 00°13'14 W a distance of 2638.11 feet;

Thence N 56°00'41" W a distance of 688.72 feet to a point on the west line of proposed Tract P, as shown on the proposed Re-Plat, Re-Plat Map of Dedication- Vistancia Phase 1A, said point being the southeast corner of "Vistancia Parcel A28", as shown on the Final Plat for "Vistancia Parcel A28", recorded in Book 840, Page 43, Maricopa County Records, the POINT OF BEGINNING;

Thence along said west line the following four (4) courses and distances:

Thence S 27°33'11" E a distance of 2.32 feet;

Thence 630.27 feet along the arc of a curve to the right, having a radius of 620.00 feet, through a central angle of 58°14'39" and a chord bearing S 01°34'08" W;

Thence S 30°41'28" W a distance of 342.60 feet;

Thence S 75°50'04" W a distance of 47.33 feet to a point on the north line of "Tract L", as shown on the "Re-Plat Map of Dedication- Vistancia Phase 1A" recorded in Book 977, Page 06, Maricopa County Records, the beginning of a non-tangent curve to the left, from which point the radius point bears S 30°44'43" W;

Thence 359.17 feet along said north line and along the arc of said curve to the left, having a radius of 7082.00 feet, through a central angle of 02°54'21" and a chord bearing N 60°42'28" W;

Thence N 62°09'38" W, continuing along said north line, a distance of 266.46 feet to the southwest corner of said "Vistancia Parcel A28";

Thence N 52°05'24" E, leaving said north line and along the south boundary line of said "Vistancia Parcel A28" a distance of 995.01 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is S 00°13'14 W for the east line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 8.8684 gross acres, more or less, including any easements of record.

Said parcel contains 8.8684 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel.

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 00°09'18" W a distance of 5.48 feet to POINT OF BEGINNING (POB#1);

Thence S 00°09'18" W a distance of 2634.79 feet;

Thence S 00°17'33" W a distance of 1452.92 feet to a point to be known as "Point A";

Thence N 45°01'19" W a distance of 32.69 feet;

Thence N 00°00'57" W a distance of 2053.44 feet;

Thence N 04°53'49" W a distance of 1340.25 feet;

Thence 703.86 feet along the arc of a curve to the right, having a radius of 1144.00 feet, through a central angle of 35°15'07" and a chord bearing N 12°43'44" E to POINT OF BEGINNING (POB#1);

AND;

A parcel of land lying within the Southeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said "Point A";

Thence S 00°17'33" W a distance of 208.62 feet to POINT OF BEGINNING (POB#2);

Thence S 00°17'33" W a distance of 66.90 feet;

Thence N 60°34'47" W a distance of 24.60 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 29°25'16" W;

Thence 0.25 feet along the arc of said curve to the left, having a radius of 641.52 feet, through a central angle of 00°01'19" and a chord bearing N 60°35'23" W;

Thence N 00°00'57" W a distance of 32.69 feet;

Thence N 44°58'41" E a distance of 31.11 feet to POINT OF BEGINNING (POB#2);

EXCEPTING therefrom;

A parcel of land lying within the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 02°23'36" W a distance of 520.73 feet to POINT OF BEGINNING (POB#3);

Thence S 00°09'18" W a distance of 81.33 feet;

Thence N 89°50'52" W a distance of 75.33 feet;

Thence N 00°09'18" E a distance of 81.33 feet;

Thence S 89°50'52" E a distance of 75.33 feet to POINT OF BEGINNING (POB#3).

Said Description contains 5.7927 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°43'33" W for the north line of the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

LEGAL DESCRIPTION
FOR
PARCEL C-36 ALL

A PORTION OF LAND IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH AND ADJACENT TO THE SOUTH LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35 BEING A GLO CAP ON A BENT PIPE;

THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 890.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR;

THENCE NORTH 23 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY, A DISTANCE OF 241.21 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG ALONG SAID CANAL RIGHT OF WAY AND A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 502.58 FEET, THROUGH A CENTRAL ANGLE OF 96 DEGREES 21 MINUTES 21 SECONDS, AN ARC LENGTH OF 845.20 FEET;

THENCE SOUTH 60 DEGREES 34 MINUTES 44 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY LINE, A DISTANCE OF 101.94 FEET TO EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE SOUTH 00 DEGREES 17 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 414.54 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION RECORDED IN DOCUMENT 2005-0996190, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

SAID PARCEL CONTAINING 373,812 SQUARE FEET OR 8.58 ACRES MORE OR LESS.

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Land Surveying
Project Management

[redacted]

REVISED SEPTEMBER 9, 2008
REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION
VISTANCIA PARCEL F-6A

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (2) COURSES;

NORTH 17 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 118.70 FEET;

THENCE NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 511.27 FEET TO THE SOUTHEAST CORNER OF TRACT E, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF TRACT E, A DISTANCE OF 273.91 FEET;

THENCE NORTH 07 DEGREES 56 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 109.35 FEET;

THENCE CONTINUING ALONG THE EAST LINE OF TRACT E, NORTH 34 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 20.33 FEET TO THE SOUTHERLY LINE OF TRACT R, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID EAST LINE OF TRACT E, AND PROCEEDING ALONG SAID SOUTHERLY LINE OF TRACT R, THE FOLLOWING (4) COURSES;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.79 FEET;

THENCE NORTH 78 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 144.50 FEET;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 81.04 FEET;

THENCE SOUTH 61 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 38.88 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (10) COURSES;

SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 15.27 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 70.95 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 18.17 FEET;

THENCE SOUTH 72 DEGREES 43 MINUTES 55 SECONDS WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.78 FEET;

THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 39.03 FEET;

THENCE SOUTH 15 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 92.07 FEET;

THENCE SOUTH 19 DEGREES 45 MINUTES 20 SECONDS EAST, A DISTANCE OF 87.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, THE RADIUS OF WHICH BEARS SOUTH 73 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 1,274.00 FEET;

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21 DEGREES 16 MINUTES 28 SECONDS, A DISTANCE OF 473.05 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 162.17 FEET;

THENCE DEPARTING SAID WESTERLY LINE, NORTH 85 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 158.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 304,962 SQUARE FEET OR 7.0010 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 231,119 SQUARE FEET OR 5.3058 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON THE BEST AVAILABLE INFORMATION KNOWN AT THE TIME.

[redacted]

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Project Management

[redacted]

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REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION
VISTANCIA PARCEL F-6B
BEING THE MIDDLE PORTION OF
INSTRUMENT NUMBER 2002-0080978

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 85 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 158.22 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 586.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,576.00 FEET;

THENCE SOUTHERLY, CONTINUING ALONG THE WESTERLY LINE OF TRACT M AND ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 17 MINUTES 44 SECONDS, A DISTANCE OF 552.81 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 82 DEGREES 01 MINUTES 20 SECONDS WEST, A DISTANCE OF 323.86 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (6) COURSES;

NORTH 15 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 219.44 FEET;

THENCE NORTH 07 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 119.34 FEET;

THENCE NORTH 02 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.97 FEET;

THENCE NORTH 11 DEGREES 20 MINUTES 35 SECONDS EAST, A DISTANCE OF 435.48 FEET;

THENCE NORTH 16 DEGREES 45 MINUTES 35 SECONDS EAST, A DISTANCE OF 244.62 FEET;

THENCE NORTH 49 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 132.24 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 375,029 SQUARE FEET OR 8.6095 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 304,017 SQUARE FEET OR 6.9793 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON LINE WORK AS PROVIDED BY STANLEY CONSULTANTS AND HAS NOT BEEN VERIFIED BY DEI PROFESSIONAL SERVICES, LLC.

LEGAL DESCRIPTION FOR

VISTANCIA VILLAGE D SOUTH

PARCEL 1

A parcel of land, situated in a portion of the South Half of Section 24, Section 25 Township 5 North, Range 1 West and GLO Lots 1, 2, 3, and 4 of Section 30 Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more completely described as follows, to-wit:

BEGINNING at a found GLO monument on pipe for the Southeast corner of said Section 25, from which a found GLO monument on 2" pipe for the South Quarter corner of said Section 25 bears North 89 deg. 47 min. 14 sec. West (Basis of Bearings) - 2565.10 feet;

THENCE North 89 deg. 47 min. 14 sec. West along the South line of the Southeast Quarter of said Section 25, a distance of 1583.04 feet;

THENCE North 06 deg. 04 min. 37 sec. East departing said South line, a distance of 345.04 feet to a Point of Curvature of a circular curve to the right, having a radius of 2555.00 feet, a central angle of 20 deg. 10 min. 31 sec., and being subtended by a chord which bears North 16 deg. 09 min. 52 sec. East - 895.03 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 899.68 feet;

THENCE North 26 deg. 15 min. 08 sec. East tangent to said curve, a distance of 284.25 feet;

THENCE North 63 deg. 44 min. 52 sec. West, a distance of 1072.58 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 6040.03 feet, a central angle of 8 deg. 19 min. 29 sec., and being subtended by a chord which bears North 59 deg. 35 min. 19 sec. West - 876.80 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 877.57 feet;

THENCE North 55 deg. 25 min. 35 sec. West tangent to said curve, a distance of 167.89 feet to the Southeast corner of Tract AA as shown in the Map of Dedication of El Mirage Road, Ridgeline Road, & Westward Skies Drive recorded in Book 1178 of maps, Page 45 (MCR);

THENCE in a northeasterly direction along the Southeast line of said Tract AA the following five (5) courses;

> North 34 deg. 34 min. 25 sec. East, a distance of 84.00 feet to a Point of Curvature of a circular curve to the left, having a radius of 6099.00 feet, a central angle of 11 deg. 29 min. 31 sec., and being subtended by a chord which bears North 28 deg. 49 min. 39 sec. East - 1221.24 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 1223.29 feet;

North 23 deg. 04 min. 54 sec. East tangent to said curve, a distance of 797.84 feet to a Point of Curvature of a circular curve to the left, having a radius of 8099.00 feet, a central angle of 0 deg. 58 min. 45 sec., and being subtended by a chord which bears North 22 deg. 35 min. 32 sec. East - 138.41 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 138.41 feet;

North 22 deg. 06 min. 10 sec. East tangent to said curve, a distance of 1101.81 feet to the Southeast line of Tract B-4 of said Map of Dedication;

THENCE North 67 deg. 06 min. 10 sec. East along said Southeast line, a distance of 22.44 feet to the Southwest line of Tract B as shown in the Map of Dedication of Lone Mountain Road, Phase 4 recorded in Book 1084 of maps, Page 15, (MCR);

THENCE in a Southeasterly direction along the Southwest line of said Tract B the following eight (8) courses;

South 67 deg. 53 min. 50 sec. East, a distance of 386.31 feet;

South 75 deg. 01 min. 20 sec. East, a distance of 80.62 feet;

South 67 deg. 53 min. 50 sec. East, a distance of 915.93 feet to a Point of Curvature of a circular curve to the right, having a radius of 1766.00 feet, a central angle of 18 deg. 49 min. 03 sec., and being subtended by a chord which bears South 58 deg. 29 min. 18 sec. East - 577.40 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 580.01 feet to a point of cusp on a circular curve to the right, having a radius of 1756.46 feet, a central angle of 6 deg. 05 min. 41 sec., and being subtended by a chord which bears South 42 deg. 21 min. 56 sec. East - 186.75 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 186.84 feet to a point of cusp on a circular curve to the right, having a radius of 1754.00 feet, a central angle of 4 deg. 51 min. 40 sec., and being subtended by a chord which bears South 40 deg. 34 min. 45 sec. East - 148.77 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 148.81 feet;

South 08 deg. 44 min. 03 sec. West, a distance of 13.60 feet;

South 35 deg. 08 min. 05 sec. East, a distance of 156.42 feet to the Southwest line of Tract D of said Map of Dedication, Phase 4;

THENCE in a southeasterly direction along the Southwest line of said Tract D the following five (5) courses;

North 54 deg. 51 min. 55 sec. East, a distance of 3.92 feet;

South 79 deg. 00 min. 40 sec. East, a distance of 25.29 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1766.00 feet, a central angle of 17 deg. 46 min. 08 sec., and being subtended by a chord which bears South 23 deg. 15 min. 24 sec. East - 545.49 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 547.68 feet;

South 14 deg. 22 min. 20 sec. East tangent to said curve, a distance of 186.57 feet to a Point of Curvature of a circular curve to the left, having a radius of 1934.00 feet, a central angle of 32 deg. 45 min. 24 sec., and being subtended by a chord which bears South 30 deg. 45 min. 02 sec. East - 1090.70 feet;

Continue in a southeasterly direction along said curve to the left, a distance of 1105.69 feet to the East line of said GLO Lot 3;

THENCE South 00 deg. 27 min. 52 sec. West along the East line of said GLO Lots 3 and 4, a distance of 2305.22 feet to the Southeast corner of said GLO Lot 4;

THENCE South 89 deg. 09 min. 11 sec. West along the South line of said GLO Lot 4, a distance of 542.64 feet;

THENCE North 00 deg. 00 min. 04 sec. West departing said South line, a distance of 386.12 feet;

THENCE South 89 deg. 09 min. 11 sec. West, a distance of 35.00 feet;

THENCE South 00 deg. 00 min. 04 sec. East, a distance of 25.00 feet;

THENCE South 89 deg. 09 min. 11 sec. West, a distance of 36.76 feet;

THENCE North 00 deg. 00 min. 04 sec. West, a distance of 228.09 feet;

THENCE South 89 deg. 09 min. 11 sec. West, a distance of 250.46 feet;

THENCE South 22 deg. 50 min. 51 sec. West, a distance of 643.38 feet to the South line of said GLO Lot 4;

THENCE South 89 deg. 09 min. 11 sec. West along said South line, a distance of 210.13 feet to a found GLO monument on pipe for the Southwest corner of said Section 30;
THENCE South 00 deg. 10 min. 08 sec. West along the East line of the Southeast Quarter of said Section 25, a distance of 356.00 feet to the POINT OF BEGINNING, containing 15,018,275 square feet or 344.772 acres of land, more or less.

PARCEL 2

Being all of Tract AA as shown in the Map of Dedication of El Mirage Road, Ridgeline Road, and Westward Skies Drive recorded in Book 1178 of maps, Page 45, (MCR), situated in a portion of the South Half of Section 24 and Section 25 Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

LEGAL DESCRIPTION FOR

VISTANCIA VILLAGE D, SCHOOL/PARK SITE

PARCEL 1

A parcel of land, situated in a portion of the South Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found GLO monument on 2" pipe for the South Quarter corner of said Section 25, from which a found GLO monument on pipe for the Southeast corner of said Section 25 bears South 89 deg. 47 min. 14 sec. East (Basis of Bearings) - 2565.10 feet;

THENCE North 89 deg. 30 min. 44 sec. West along the South line of the Southwest Quarter of said Section 25, a distance of 922.33 feet to the northeasterly line of Tract LL as shown in the Amended Map of Dedication of Vistancia - Phase 1A recorded in Book 1015 of maps, Page 42, (MCR);

THENCE North 42 deg. 51 min. 59 sec. West departing said South line and continuing along the Northeast line of said Tract LL, a distance of 484.85 feet;

THENCE North 50 deg. 23 min. 23 sec. West continuing along said Northeast line, a distance of 204.84 feet to the most southerly corner of Vistancia Retail Subdivision Parcel D9 recorded in Book 913 of maps, Page 21,)MCR);

THENCE in a northerly direction departing the Northeast line of said Tract LL and continuing along the easterly line of said Parcel D9 the following fourteen (14) courses;

> North 39 deg. 36 min. 36 sec. East, a distance of 16.13 feet to a Point of Curvature of a circular curve to the right, having a radius of 95.00 feet, a central angle of 37 deg. 58 min. 26 sec., and being subtended by a chord which bears North 58 deg. 35 min. 49 sec. East - 61.82 feet;
>
> Continue in a northeasterly direction along said curve to the right, a distance of 62.96 feet;
>
> North 77 deg. 35 min. 02 sec. East tangent to said curve, a distance of 64.56 feet;
>
> South 12 deg. 24 min. 58 sec. East, a distance of 21.00 feet;
>
> North 77 deg. 35 min. 02 sec. East, a distance of 125.01 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 184.56 feet, a central angle of 16 deg. 56 min. 15 sec., and being subtended by a chord which bears North 54 deg. 00 min. 02 sec. East - 54.36 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 54.56 feet;

North 45 deg. 31 min. 54 sec. East tangent to said curve, a distance of 125.75 feet;

North 17 deg. 02 min. 01 sec. East, a distance of 63.47 feet;

North 07 deg. 52 min. 33 sec. West, a distance of 93.27 feet;

North 15 deg. 39 min. 15 sec. West, a distance of 189.58 feet;

North 32 deg. 29 min. 32 sec. West, a distance of 71.42 feet;

North 57 deg. 38 min. 25 sec. West, a distance of 88.68 feet;

North 26 deg. 04 min. 13 sec. West, a distance of 283.53 feet;

North 18 deg. 48 min. 02 sec. West, a distance of 64.33 feet to the most northerly corner of said Parcl D9 and being the Southeast corner of Tract CC as shown in the Map of Dedication of El Mirage Road, Ridgeline Road, & Westward Skies Drive recorded in Book 1178 of maps, Page 45, (MCR);

THENCE in a northeasterly direction along the Southeast line of said Tract CC and Tract BB of said Map of Dedication the following three (3) courses;

North 43 deg. 08 min. 24 sec. East, a distance of 473.86 feet to a Point of Curvature of a circular curve to the left, having a radius of 5099.00 feet, a central angle of 8 deg. 33 min. 59 sec., and being subtended by a chord which bears North 38 deg. 51 min. 24 sec. East - 761.65 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 762.36 feet;

North 34 deg. 34 min. 25 sec. East tangent to said curve, a distance of 110.57 feet to the Northeast corner of said Tract BB;

THENCE South 55 deg. 25 min. 35 sec. East departing said Southeast line, a distance of 167.89 feet to a Point of Curvature of a circular curve to the left, having a radius of 6040.03 feet, a central angle of 8 deg. 19 min. 29 sec., and being subtended by a chord which bears South 59 deg. 35 min. 19 sec. East - 876.80 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 877.57 feet;

THENCE South 63 deg. 44 min. 52 sec. East non-tangent to said curve, a distance of 1072.58 feet;

THENCE South 26 deg. 15 min. 08 sec. West, a distance of 284.25 feet to a Point of Curvature of a circular curve to the left, having a radius of 2555.00 feet, a central angle of 20 deg. 10 min. 31 sec., and being subtended by a chord which bears South 16 deg. 09 min. 52 sec. West - 895.03 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 899.68 feet;

THENCE South 06 deg. 04 min. 37 sec. West tangent to said curve, a distance of 345.04 feet to the South line of the Southeast Quarter of said Section 25;

THENCE North 89 deg. 47 min. 14 sec. West along said South line, a distance of 982.06 feet to the POINT OF BEGINNING, containing 4,587,000 square feet or 105.303 acres of land, more or less.

EXCEPT FROM THEREOF:

A parcel of land, situated in a portion of the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe for the South Quarter corner of said Section 25, from which a found GLO monument on pipe for the Southeast corner of said Section 25 bears South 89 deg. 47 min. 14 sec. East (Basis of Bearings) - 2565.10 feet;

THENCE North 52 deg. 44 min. 47 sec. West, a distance of 398.29 feet to the TRUE POINT OF BEGINNING;

THENCE North 89 deg. 47 min. 14 sec. West, a distance of 80.33 feet;

THENCE North 00 deg. 12 min. 46 sec. East, a distance of 80.33 feet;

THENCE South 89 deg. 47 min. 14 sec. East, a distance of 80.33 feet;

THENCE South 00 deg. 12 min. 46 sec. West, a distance of 80.33 feet to the POINT OF BEGINNING, containing 6,453 square feet or 0.148 acres of land, more or less.

ALSO, EXCEPT FROM THEREOF:

A parcel of land, situated in a portion of the Southeast Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe for the South Quarter corner of said Section 25, from which a found GLO monument on pipe for the Southeast corner of said Section 25 bears South 89 deg. 47 min. 14 sec. East (Basis of Bearings) - 2565.10 feet;

THENCE North 59 deg. 13 min. 19 sec. East, a distance of 468.44 feet to the TRUE POINT OF BEGINNING;

THENCE North 00 deg. 12 min. 47 sec. East, a distance of 75.33 feet;

THENCE South 89 deg. 47 min. 13 sec. East, a distance of 75.33 feet;

THENCE South 00 deg. 12 min. 47 sec. West, a distance of 75.33 feet;

THENCE North 89 deg. 47 min. 13 sec. West, a distance of 75.33 feet to the POINT OF BEGINNING, containing 5,675 square feet or 0.130 acres of land, more or less.

PARCEL 2

Being all of Tracts BB and CC as shown on the Map of Dedication of El Mirage Road, Ridgeline Road, & Westward Skies Drive recorded in Book 1178 of maps, Page 45, MCR, situated in a portion of the South Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

LEGAL DESCRIPTION FOR

VISTANCIA VILLAGE D NORTH

A parcel of land, situated in a portion of the South Half of Section 24, the North Half of Section 25, Township 5 North, Range 1 West, and GLO Lots 1, 2, and 3 of Section 30 Township 5 North Range 1 Eastof the Gila and Salt River Base and Meridian, Maricopa County, Arizona,and being more completely described as follows, to-wit:

BEGINNING at a found GLO monument on 3/4" pipe for the East Quarter corner of said Section 24;

THENCE South 00 deg. 03 min. 56 sec. East along the East line of the Southeast Quarter of said Section 24 (Basis of Bearings), a distance of 2290.08 feet to a found stone with no markings for the Northwest corner of said Section 30;

THENCE North 88 deg. 20 min. 10 sec. East along the North line of said GLO Lot 1, a distance of 1350.22 feet to the Northeast corner of same;

THENCE South 00 deg. 21 min. 38 sec. West along the East line of said GLO Lot 1 and 2, a distance of 2646.25 feet;

THENCE South 00 deg. 27 min. 52 sec. West along the East line of said GLO Lot 3, a distance of 104.19 feet to the Northeast line of Tract C as shown in the Map of Dedication of Lone Mountain Road, Phase 4 recorded in Book 1084 of maps, Page 15, (MCR), said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1766.00 feet, a central angle of 27 deg. 33 min. 22 sec., and being subtended by a chord which bears North 28 deg. 09 min. 01 sec. West - 841.18 feet;

THENCE in a northwesterly direction along the Northeast line of said Tract C the following six (6) courses;

> Continue in a northwesterly direction along said curve to the right, a distance of 849.35 feet;
>
> North 14 deg. 22 min. 20 sec. West tangent to said curve, a distance of 390.85 feet to a Point of Curvature of a circular curve to the left, having a radius of 1076.63 feet, a central angle of 13 deg. 24 min. 06 sec., and being subtended by a chord which bears North 21 deg. 04 min. 23 sec. West - 251.25 feet;
>
> Continue in a northwesterly direction along said curve to the left, a distance of 251.82 feet to a Point of Curvature of a compound circular curve to the left, having a radius of 1958.00 feet, a central angle of 4 deg. 37 min. 36 sec., and being subtended by a chord which bears North 30 deg. 05 min. 14 sec. West - 158.07 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 158.11 feet;

North 10 deg. 53 min. 59 sec. East, a distance of 17.30 feet;

North 35 deg. 08 min. 05 sec. West, a distance of 155.40 feet to the Northeast line of Tract A of said Map of Dedication;

THENCE in a northwesterly direction along the Northeast line of said Tract A the following seven (7) courses;

South 54 deg. 51 min. 55 sec. West, a distance of 4.03 feet;

North 81 deg. 10 min. 40 sec. West, a distance of 28.66 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1939.48 feet, a central angle of 15 deg. 16 min. 13 sec., and being subtended by a chord which bears North 46 deg. 50 min. 07 sec. West - 515.38 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 516.91 feet to a point of cusp on a circular curve to the left, having a radius of 1934.00 feet, a central angle of 14 deg. 44 min. 02 sec., and being subtended by a chord which bears North 60 deg. 31 min. 49 sec. West - 495.97 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 497.34 feet;

North 67 deg. 53 min. 50 sec. West tangent to said curve, a distance of 753.62 feet;

North 64 deg. 23 min. 37 sec. West, a distance of 392.73 feet;

North 67 deg. 53 min. 50 sec. West, a distance of 252.50 feet to the East line of Tract FF of Blackstone at Vistancia Parcels B6 & B9 recorded in Book 1144 of maps, Page 18, (MCR);

THENCE in a northerly direction along the East line of said Tract FF the following five (5) courses;

North 22 deg. 06 min. 10 sec. East, a distance of 276.40 feet to a Point of Curvature of a circular curve to the left, having a radius of 4099.00 feet, a central angle of 1 deg. 55 min. 18 sec., and being subtended by a chord which bears North 21 deg. 08 min. 31 sec. East - 137.47 feet;

Continue in a northerly direction along said curve to the left, a distance of 137.48 feet;

North 69 deg. 33 min. 06 sec. West, a distance of 15.00 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 4084.00 feet, a central angle of 19 deg. 56 min. 29 sec., and being subtended by a chord which bears North 10 deg. 12 min. 34 sec. East - 1414.23 feet;

Continue in a northerly direction along said curve to the left, a distance of 1421.40 feet;

North 00 deg. 14 min. 20 sec. East tangent to said curve, a distance of 444.37 feet to the North line of the Southeast Quarter of said Section 24;

THENCE South 89 deg. 39 min. 00 sec. East along said North line, a distance of 1148.47 feet to the POINT OF BEGINNING, containing 5,303,794 square feet or 121.758 acres of land, more or less.

NORTH PARCEL

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5; THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8; SECTION 9; SECTION 10; SECTION 11; LOTS 1, 2, 4, 6, 8, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; LOTS 1, 3, 4, 6, 8, THE NORTH HALF OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#1-PARCEL-1) AT THE NORTHWEST CORNER OF SAID SECTION 15 (GLO BRASS CAP), FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 14 MINUTES 51 SECONDS WEST A DISTANCE OF 2636.81 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 19 SECONDS WEST A DISTANCE OF 2636.29 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 2639.99 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 2638.06 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 15 SECONDS WEST A DISTANCE OF 2639.39 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 50 SECONDS EAST A DISTANCE OF 2636.79 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 5274.31 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 40 SECONDS EAST A DISTANCE OF 1320.69 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 03 SECONDS WEST A DISTANCE OF 2629.03 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST A DISTANCE OF 1319.505 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 36 SECONDS EAST A DISTANCE OF 1312.875 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST A DISTANCE OF 2647.17 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 36 SECONDS EAST A DISTANCE OF 1316.67 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 2639.27 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 25 SECONDS WEST A DISTANCE OF 1983.76 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST A DISTANCE OF 661.40 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST A DISTANCE OF 659.06 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 10 SECONDS EAST A DISTANCE OF 661.49 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 659.73 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 07 SECONDS WEST A DISTANCE OF 661.24 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 1979.25 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 54 SECONDS EAST A DISTANCE OF 2636.59 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 21 SECONDS EAST A DISTANCE OF 2657.98 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST A DISTANCE OF 2621.02 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 2638.26 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 40 SECONDS WEST A DISTANCE OF 2638.71 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS WEST A DISTANCE OF 987.44 FEET;

THENCE SOUTH 49 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 1572.73 FEET;

THENCE SOUTH 75 DEGREES 04 MINUTES 06 SECONDS WEST A DISTANCE OF 392.16 FEET;

THENCE NORTH 78 DEGREES 58 MINUTES 06 SECONDS WEST A DISTANCE OF 2948.74 FEET;

THENCE NORTH 11 DEGREES 02 MINUTES 27 SECONDS EAST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 200.38 FEET;

THENCE SOUTH 11 DEGREES 02 MINUTES 27 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 504.10 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 1713.76 FEET;

THENCE NORTH 52 DEGREES 16 MINUTES 36 SECONDS WEST A DISTANCE OF 329.92 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 24 SECONDS WEST A DISTANCE OF 659.94 FEET;

THENCE SOUTH 52 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 329.96 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 1696.40 FEET;

THENCE SOUTH 68 DEGREES 42 MINUTES 14 SECONDS WEST A DISTANCE OF 460.86 FEET;

THENCE NORTH 80 DEGREES 24 MINUTES 37 SECONDS WEST A DISTANCE OF 684.36 FEET;

THENCE NORTH 09 DEGREES 18 MINUTES 03 SECONDS EAST A DISTANCE OF 24.72 FEET;

THENCE NORTH 80 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE SOUTH 09 DEGREES 18 MINUTES 13 SECONDS WEST A DISTANCE OF 25.00 FEET;

THENCE NORTH 80 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 667.00 FEET;

THENCE SOUTH 76 DEGREES 49 MINUTES 22 SECONDS WEST A DISTANCE OF 1101.41 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 09 SECONDS EAST A DISTANCE OF 2235.62 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 51 SECONDS EAST A DISTANCE OF 2636.81 FEET TO POINT OF BEGINNING (#1-PARCEL 1);

(ALSO KNOWN AS VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 RECORDED IN BOOK 1009 OF MAPS, PAGE 28.)

AND

A PARCEL OF LAND BEING ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#2-PARCEL-2) AT THE NORTHEAST CORNER OF SAID SECTION 7 (GLO BRASS CAP) FROM WHICH POINT THE EAST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 2637.14 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 1977.86 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 2640.43 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 33 SECONDS EAST DISTANCE OF 659.42 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 1343.65 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST A DISTANCE OF 1319.39 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST A DISTANCE OF 1343.93 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 44 SECONDS EAST A DISTANCE OF 2640.16 FEET TO POINT OF BEGINNING (#2-PARCEL 2).

EXHIBIT A-2

LEGAL DESCRIPTION OF THE VW PARCEL

December 8, 2014

LEGAL DESCRIPTION FOR
TRILOGY WEST

That part of Sections 22, 23 and 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 27;

Thence North 89°43'03" West, along the South line of the Northeast Quarter of said Section 27, a distance of 2,634.31 feet to the 1/2" Rebar with cap LS#22782 marking the Center of said Section 27;

Thence North 00°13'52" East, along the West line of the Northeast Quarter of said Section 27, a distance of 2,638.20 feet to the G.L.O. Brass Cap marking the South Quarter Corner of said Section 22;

Thence North 00°10'13" East, along the West line of the Southeast Quarter of said Section 22, a distance of 2,641.74 feet to the Aluminum Cap marked LS#36113 marking the Center of said Section 22;

Thence South 89°42'34" East, along the North line of the Southeast Quarter of said Section 22, a distance of 2,636.21 feet to the G.L.O. Brass Cap marking the West Quarter Corner of said Section 23;

Thence South 89°41'28" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1,255.89 feet to a point on the Westerly right-of-way line of Vistancia Boulevard, as dedicated in Document No. 2006-1150898, Records of Maricopa County, Arizona;

Thence South 00°14'08" West, along said Westerly right-of-way line, a distance of 1,319.76 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence North 89°41'33" West, along said South line, a distance of 1,255.62 feet to the 1" Iron Pipe with tag LS#22782 marking the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°13'26" West, along the East line of the Southeast Quarter of said Section 22, a distance of 1,319.98 feet to the Northeast Corner of said Section 27;

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS

Thence South 00°13'07" West, along the East line of the Northeast Quarter of said Section 27, a distance of 2,639.82 feet to the Point of Beginning.

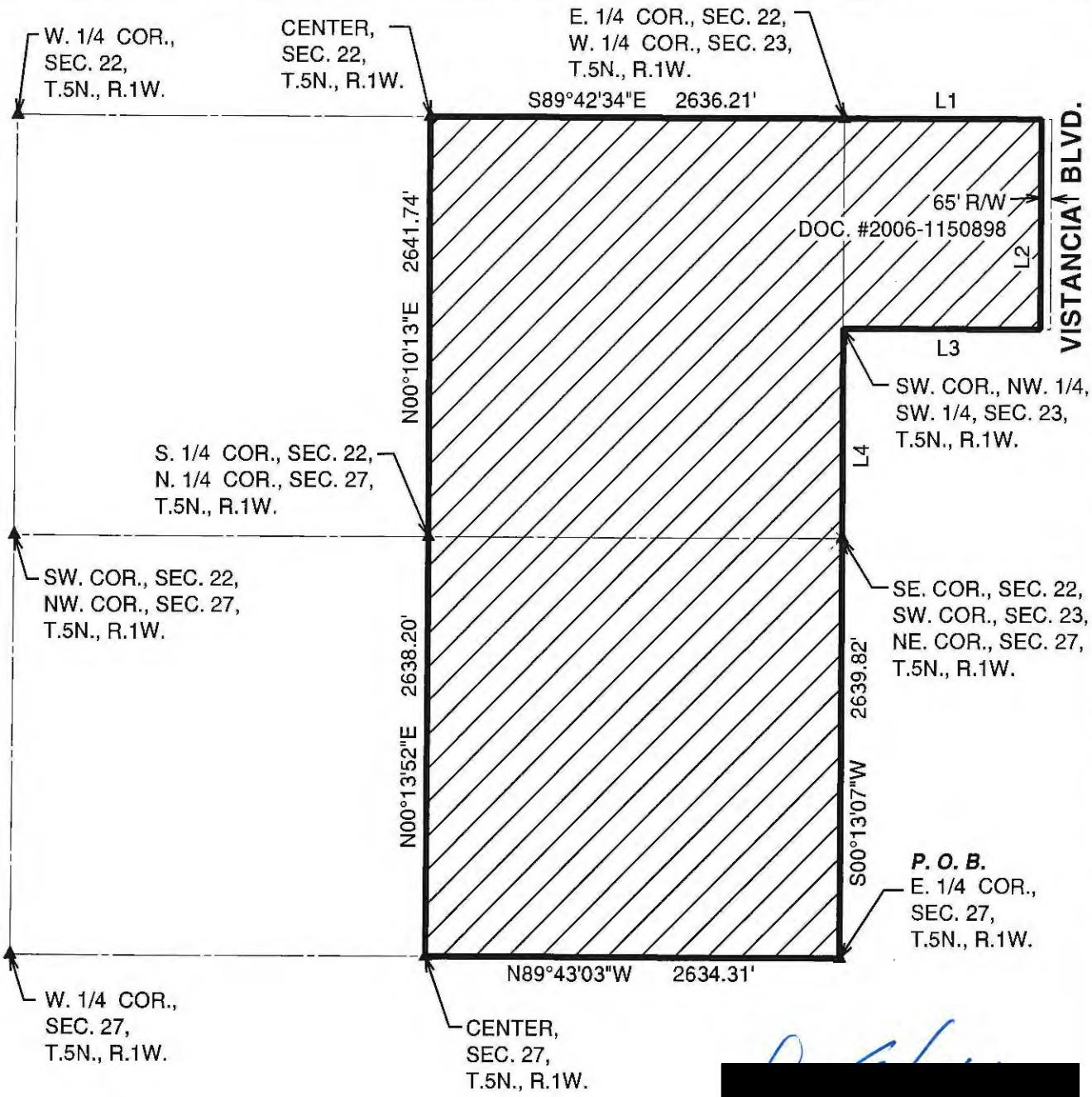
Containing 357.365 Acres, more or less.

[redacted]

Expires 6/30/2016

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS



[redacted]

SCALE:1"= 1000'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°41'28"E	1255.89'
L2	S00°14'08"W	1319.76'
L3	N89°41'33"W	1255.62'
L4	S00°13'26"W	1319.98'

EXHIBIT	TRILOGY WEST	JOB NO
N:\07\0218101\CADD\EHLGTOTAL.DGN		07 0218101
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING•ENGINEERING•LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

EXHIBIT A-3

THE IOTA PARCEL

The Iota Parcel is legally described in that Partial Amendment to Development Agreement (Lake Pleasant Heights in Peoria, Arizona) dated of even date herewith by and between the City and Iota Purple (the "Iota Parcel"), a copy of which is on file with the City of Peoria City Clerk.

EXHIBIT A-4

LEGAL DESCRIPTION OF THE GT PARCEL

Exhibit "A"
Land Description
Group Three Properties
5 Acre Parcel

That certain part of the southeast quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 13 from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East, (Basis of Bearing) at a distance of 2644.27 feet:

Thence along the East line of said southeast quarter, North 00 degrees, 04 minutes, 37 seconds East a distance of 1927.03 feet to a point from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East at a distance of 717.24 feet;

Thence leaving said East line, North 89 degrees 55 minutes 23 seconds West a distance of 1154.21 feet to the Point of Beginning, said point lying on a non-tangent curve, concave southeasterly, the radius point of which bears South 04 degrees 52 minutes 15 seconds West at a distance of 1275.00 feet;

thence southwesterly along the arc of said curve, through a central angle of 18 degrees 00 minutes 37 seconds a distance of 400.78 feet to the beginning of a non-tangent line;

thence along the said non-tangent line North 60 degrees 25 minutes 59 seconds West a distance of 32.89 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 72 degrees 07 minutes 40 seconds West at a distance of 1425.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 13 degrees 53 minutes 40 seconds, a distance of 345.57 feet to the beginning of a tangent line;

thence along said tangent line, North 31 degrees 46 minutes 00 seconds West a distance of 147.11 feet to a point of intersection with Government Lot 16 of said Section 13;

thence along the southerly boundary of said Lot 16, North 80 degrees 47 minutes 52 seconds East a distance of 447.08 feet to a point;

thence leaving said southerly boundary and traversing the following courses and distances:

South 31 degrees 05 minutes 42 seconds East, 145.34 feet;

South 28 degrees 29 minutes 43 seconds East, 100.28 feet;

South 21 degrees 59 minutes 19 seconds East, 223.83 feet;

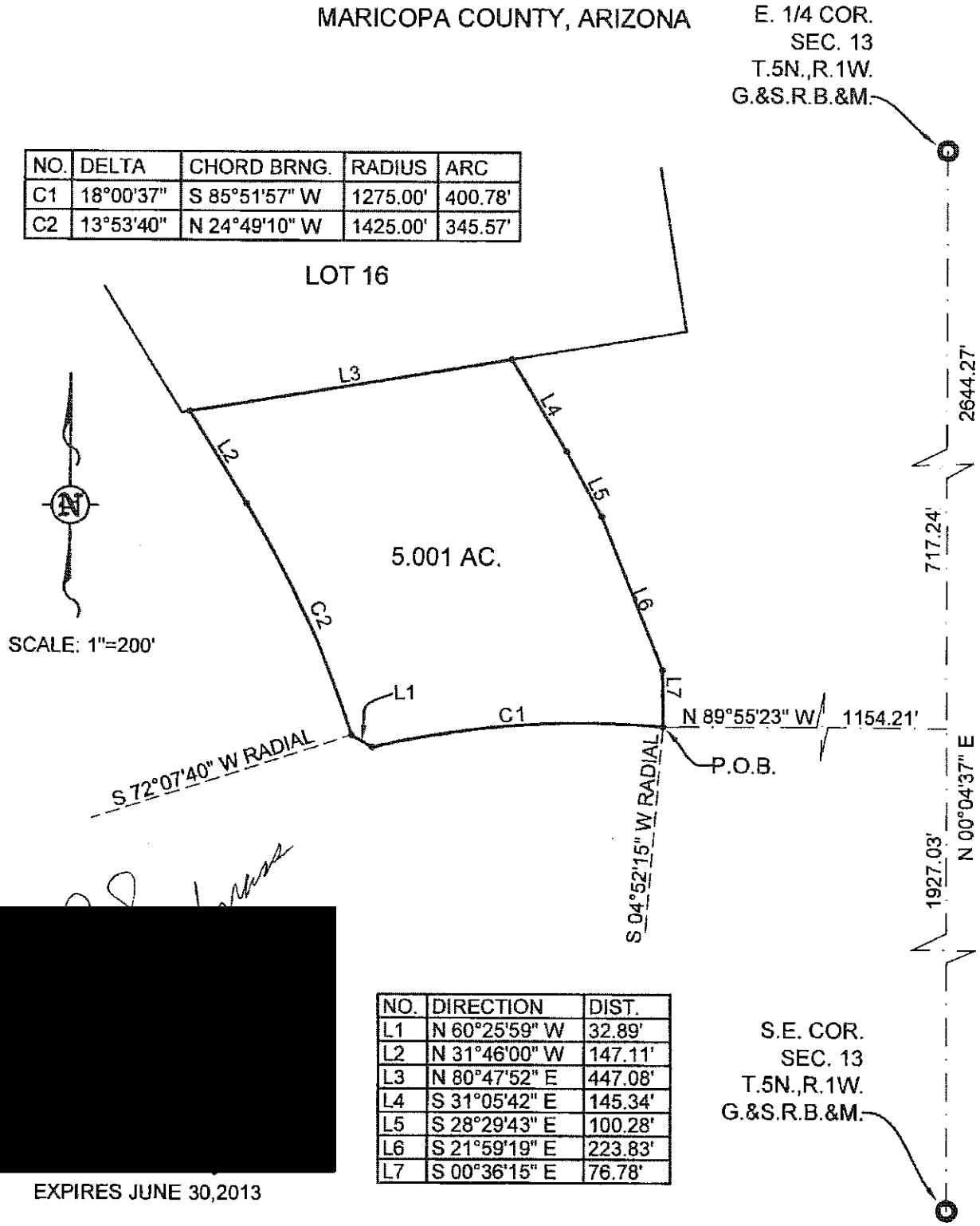
South 00 degrees 36 minutes 15 seconds East, 76.78 feet to the Point of Beginning.

Containing 217,822.90 Square Feet or 5.001 acres more or less.

[redacted]

EXHIBIT
LAKE PLEASANT HEIGHTS PHASE I
5 ACRE PARCEL
LOCATED IN THE S.E. 1/4 OF SECTION 13
T.5N., R.1W., G&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

NO.	DELTA	CHORD BRNG.	RADIUS	ARC
C1	18°00'37"	S 85°51'57" W	1275.00'	400.78'
C2	13°53'40"	N 24°49'10" W	1425.00'	345.57'



NO.	DIRECTION	DIST.
L1	N 60°25'59" W	32.89'
L2	N 31°46'00" W	147.11'
L3	N 80°47'52" E	447.08'
L4	S 31°05'42" E	145.34'
L5	S 28°29'43" E	100.28'
L6	S 21°59'19" E	223.83'
L7	S 00°36'15" E	76.78'

[redacted]

EXPIRES JUNE 30,2013

GANNETT FLEMING INC., 4722 N. 24TH ST., #250, PHX., AZ., 85016
PH. (602) 553-8817, FAX 553-8816

Exhibit "A"
Land Description
Fee Parcel
Group Three Properties and Noranda Properties, Inc.
780 Acre Parcel

Those certain portions of Sections 1 and 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 1 from which the North quarter corner of said Section 1 bears South 89 degrees 41 minutes 51 seconds East at a distance of 2638.53 feet;

thence along the North line of the northwest quarter of said Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 859.15 feet to the Point of Beginning;

thence continuing along said North line of the northwest quarter of Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 1779.38 feet to the North quarter corner of said Section 1;

thence along the North line of the northeast quarter of said Section 1, South 89 degrees 41 minutes 47 seconds East a distance of 2638.59 feet to the northeast corner of said Section 1;

thence along the East line of said northeast quarter of Section 1, South 00 degrees 14 minutes 22 seconds East a distance of 2630.09 feet to the East quarter corner of said Section 1;

thence along the East line of the southeast quarter of said Section 1, South 01 degrees 09 minutes 32 seconds West a distance of 2644.48 feet to the southeast corner of said Section 1, also being the northeast corner of Section 12;

thence along the East line of the northeast quarter of Section 12, South 01 degrees 13 minutes 05 seconds West a distance of 2657.05 feet to the East quarter corner of said Section 12;

thence along the East line of the southeast quarter of Section 12, South 01 degrees 09 minutes 48 seconds West a distance of 2253.86 feet;

thence traversing the following courses and distances:

North 89 degrees 11 minutes 25 seconds West, 826.71 feet;

North 35 degrees 07 minutes 11 seconds West, 292.43 feet;

North 90 degrees 00 minutes 00 seconds West, 835.42 feet;

South 25 degrees 10 minutes 17 seconds East, 250.28 feet;

North 89 degrees 11 minutes 25 seconds West, 950.49 feet;

North 16 degrees 34 minutes 52 seconds West, 694.85 feet;

North 07 degrees 21 minutes 21 seconds East, 215.51 feet;

North 03 degrees 10 minutes 39 seconds West, 82.87 feet;

North 58 degrees 53 minutes 05 seconds West, 55.08 feet;

North 81 degrees 38 minutes 14 seconds West, 262.11 feet;

South 78 degrees 20 minutes 59 seconds West, 119.86 feet;

South 67 degrees 09 minutes 59 seconds West, 124.74 feet;

North 64 degrees 41 minutes 59 seconds West, 206.45 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 43 degrees 04 minutes 51 seconds West at a distance of 2215.96 feet;

thence northwesterly along the arc of said curve, through a central angle of 03 degrees 57 minutes 45 seconds a distance of 153.25 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 05 degrees 31 minutes 15 seconds East, 186.47 feet;

North 25 degrees 16 minutes 40 seconds West, 277.04 feet;

North 49 degrees 45 minutes 49 seconds West, 177.75 feet;

North 22 degrees 17 minutes 08 seconds West, 229.37 feet;

North 59 degrees 02 minutes 10 seconds West, 527.48 feet;

North 28 degrees 15 minutes 29 seconds West, 316.01 feet;

South 82 degrees 31 minutes 42 seconds West, 214.06 feet;

North 42 degrees 44 minutes 44 seconds West, 312.69 feet;

North 64 degrees 26 minutes 14 seconds West, 110.34 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 79 degrees 39 minutes 51 seconds East at a distance of 1487.50 feet;

thence northwesterly along the arc of said curve, through an central angle of 05 degrees 28 minutes 28 seconds a distance of 142.13 feet to the a point on the West line of the northwest quarter of said Section 12, from which point the West quarter corner of said Section 12 bears South 00 degrees 12 minutes 34 seconds West at a distance of 590.12 feet;

thence along said West line of the northwest quarter of Section 12, North 00 degrees 12 minutes 34 seconds East, a distance of 737.69 feet;

thence, leaving said West line of the northwest quarter of Section 12, and traversing the following courses and distances:

South 89 degrees 47 minutes 26 seconds East, 224.67 feet;

North 89 degrees 11 minutes 58 seconds East, 339.91 feet;

South 06 degrees 55 minutes 07 seconds East, 250.52 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 71 degrees 34 minutes 33 seconds East at a distance of 201.40 feet;

thence southerly to easterly along the arc of said curve, through a central angle of 126 degrees 41 minutes 11 seconds a distance of 445.31 feet to the beginning of a non-tangent line;

thence South 75 degrees 41 minutes 50 seconds East, a distance of 1451.25 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears North 18 degrees 04 minutes 06 seconds East at a distance of 200.28 feet;

thence southeasterly to northwesterly along the arc of said curve, through a central angle of 122 degrees 17 minutes 37 seconds a distance of 427.48 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 53 degrees 38 minutes 50 seconds East, 671.61 feet;

South 88 degrees 55 minutes 42 seconds East, 1418.75 feet to the beginning of a non-tangent curve, concave westerly, the radius point of which bears North 11 degrees 06 minutes 45 seconds West a distance of 280.37 feet;

thence northeasterly to northwesterly along the arc of said curve, through a central angle of 153 degrees 12 minutes 20 seconds a distance of 749.69 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 76 degrees 29 minutes 43 seconds West, 890.34 feet;

South 89 degrees 25 minutes 06 seconds West, 676.11 feet;

North 03 degrees 12 minutes 09 seconds West, 242.96 feet;

North 47 degrees 48 minutes 44 seconds West, 779.62 feet;

North 49 degrees 05 minutes 18 seconds East, 350.30 feet;

North 39 degrees 53 minutes 01 seconds West, 1660.72 feet;

South 61 degrees 51 minutes 34 seconds West, 276.44 feet;

North 59 degrees 14 minutes 17 seconds West, 205.44 feet;

North 07 degrees 46 minutes 58 seconds East, 1069.36 feet;

North 23 degrees 54 minutes 39 seconds West, 454.54 feet;

North 69 degrees 33 minutes 15 seconds East, 995.15 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears North 18 degrees 17 minutes 50 seconds West at a distance of 197.84 feet;

thence northeasterly to northwesterly to southwesterly along the arc of said curve, through a central angle of 185 degrees 43 minutes 55 seconds a distance of 641.34 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 41 degrees 06 minutes 40 seconds West, 1050.15 feet;

North 53 degrees 03 minutes 41 seconds West, 526.00 feet;

North 00 degrees 17 minutes 51 seconds East, 337.67 feet to the Point of Beginning.

Containing 34,005,216.89 Square Feet or 780.652 Acres more or less.

[redacted]

EXPIRES JUNE 30,2016

EXHIBIT A-5

LEGAL DESCRIPTION OF THE DIAMOND PARCEL

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S.
James S. Campbell, P.E.
Gordon W. R. Wark, P.E.
Thomas R. Gettings, R.L.S.
Randall Beck, P.E.
Timothy A. Huval, P.E.
Jack K. Moody, P.E.
Scott A. Nelson, R.L.S.
Richard L. Hiner, P.E.
Leslie J. Kland, P.E.
Curtis L. Brown, P.E., R.L.S.
Paul M. Haas, P.E.
Shimin Zou, Ph.D., P.E.
Michael T. Young, P.E.
Shawn D. Gustafson, P.E.
Joseph C. Daconta, P.E.
Robert S. Unger, R.L.S.
Steven J. Rinkeviczie, P.E.
Sherrick H. Campbell, P.E.
James L. Condit, P.E.
Sandra J. Lie, P.E.
Joel P. McCarty, P.E.
Michael Weinberg, P.E.

Revised May 31, 2002
Revised December 27, 2001
December 20, 2001
WP #011407
Page 1 of 4
See Exhibit "B"

PARCEL DESCRIPTION
Proposed Saddleback Heights Boundary

EXISTING PARCELS

Lots 1 through 4, inclusive; the South half of the North half; and the North half of the South half; the North half of the Southwest quarter of the Southwest quarter; the Southeast quarter of the Southwest quarter of the Southwest quarter; the Southeast quarter of the Southwest quarter; the South half of the Southeast quarter of Section 3, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 1 through 4, inclusive; the South half of the North half; and the North half of the Southeast quarter; the North half of the South half of the Southeast quarter; the East half of the Southeast quarter of the Southwest quarter of the Southeast quarter; the West half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 4, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 1 through 4, inclusive; the South half of the North half; the West half of the Southeast quarter; and the Southwest quarter of Section 5, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 3 through 7, inclusive; the Southeast quarter of the Northwest quarter; the Southeast quarter; and the East half of the Southwest quarter of Section 6, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

The South half of the Northeast quarter; and the Northwest quarter of Section 8, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 4, 6, 8 and 10, Section 25, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lot 2, Section 26, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lot 6, Section 30, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 2, 4, 6, 8 and 9; the Southeast quarter; the East half of the Southwest quarter; and the Southwest quarter of the Southwest quarter of Section 27, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 2, 6 and 7; and the Southeast quarter of the Southeast quarter of Section 28, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 2, 3, 4, 6, 8, 10 and 11; the South half of the Northeast quarter; the Southeast quarter of the Northwest quarter; the Southeast quarter; and the East half of the Southwest quarter of Section 31, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lot 1; the Southwest quarter of the Northwest quarter; the Southwest quarter; the East half of the Northwest quarter; and the East half of Section 33, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Parcel Description
Proposed Saddleback Heights Boundary

Revised May 31, 2002
Revised December 27, 2001
December 20, 2001
WP #011407

See Exhibit "B"

All of Section 34, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

The Northwest quarter of the Northwest quarter; the West half of the Southwest quarter of the Northwest quarter; the West half of the Southwest quarter; the Southeast quarter of the Southwest quarter; the East half of the East half; the West half of the Southeast quarter; the East half of the Southwest quarter of the Northeast quarter of Section 35, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

The South 30 feet of the West 30 feet of the following described property:

Lots 1-7, inclusive; the Southwest quarter of the Northeast quarter; the South half of the Northwest quarter; the Southwest quarter; and the West half of the Southeast quarter of Section 1, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

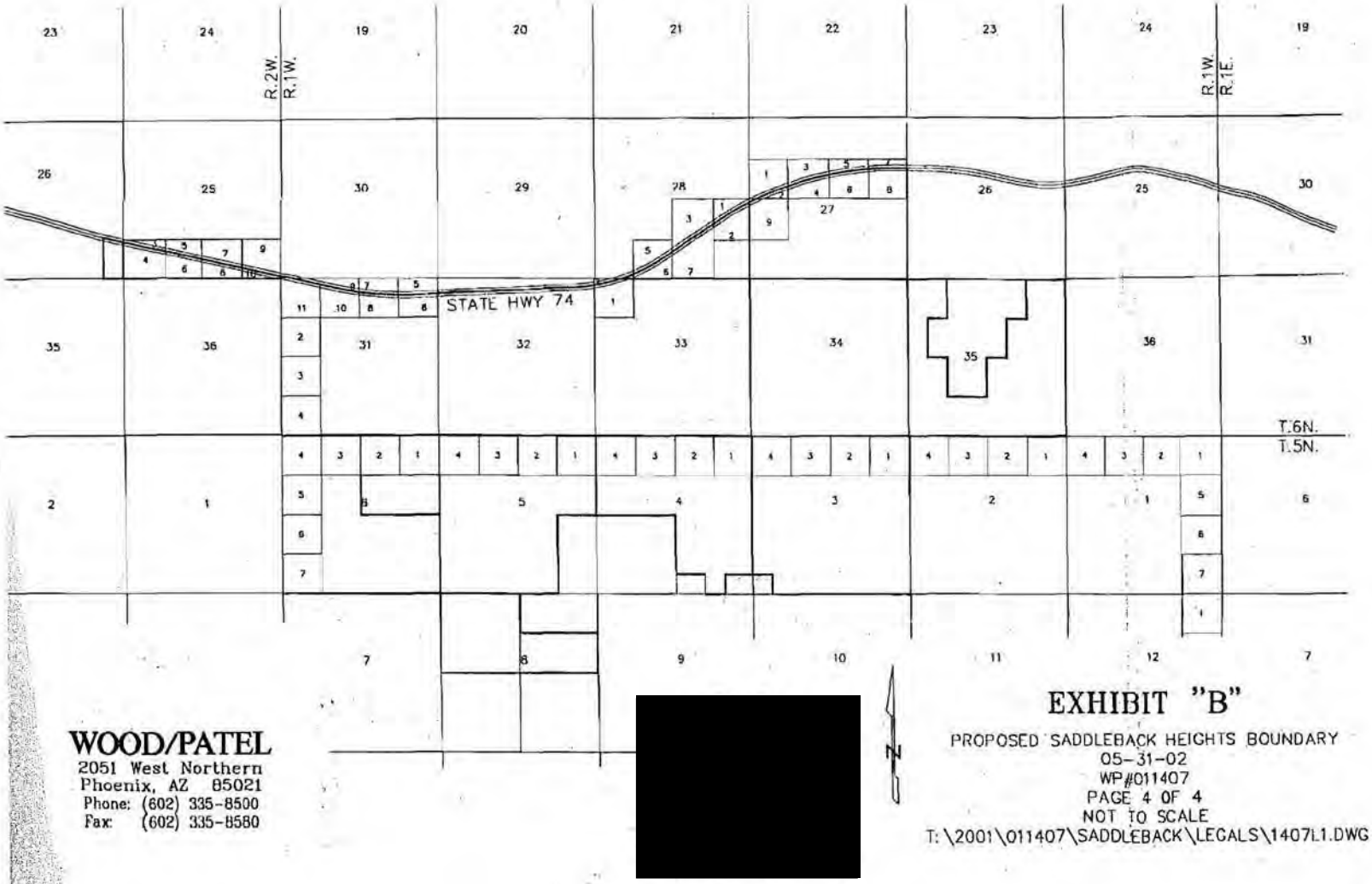
ADD PARCELS

Lots 1 and 2, inclusive; the South half of the Northeast quarter of Section 6, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

All of Section 32, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the right of way of Arizona Highway 74.

[redacted]



[redacted]

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580

EXHIBIT "B"

PROPOSED SADDLEBACK HEIGHTS BOUNDARY
05-31-02
WP#011407
PAGE 4 OF 4
NOT TO SCALE
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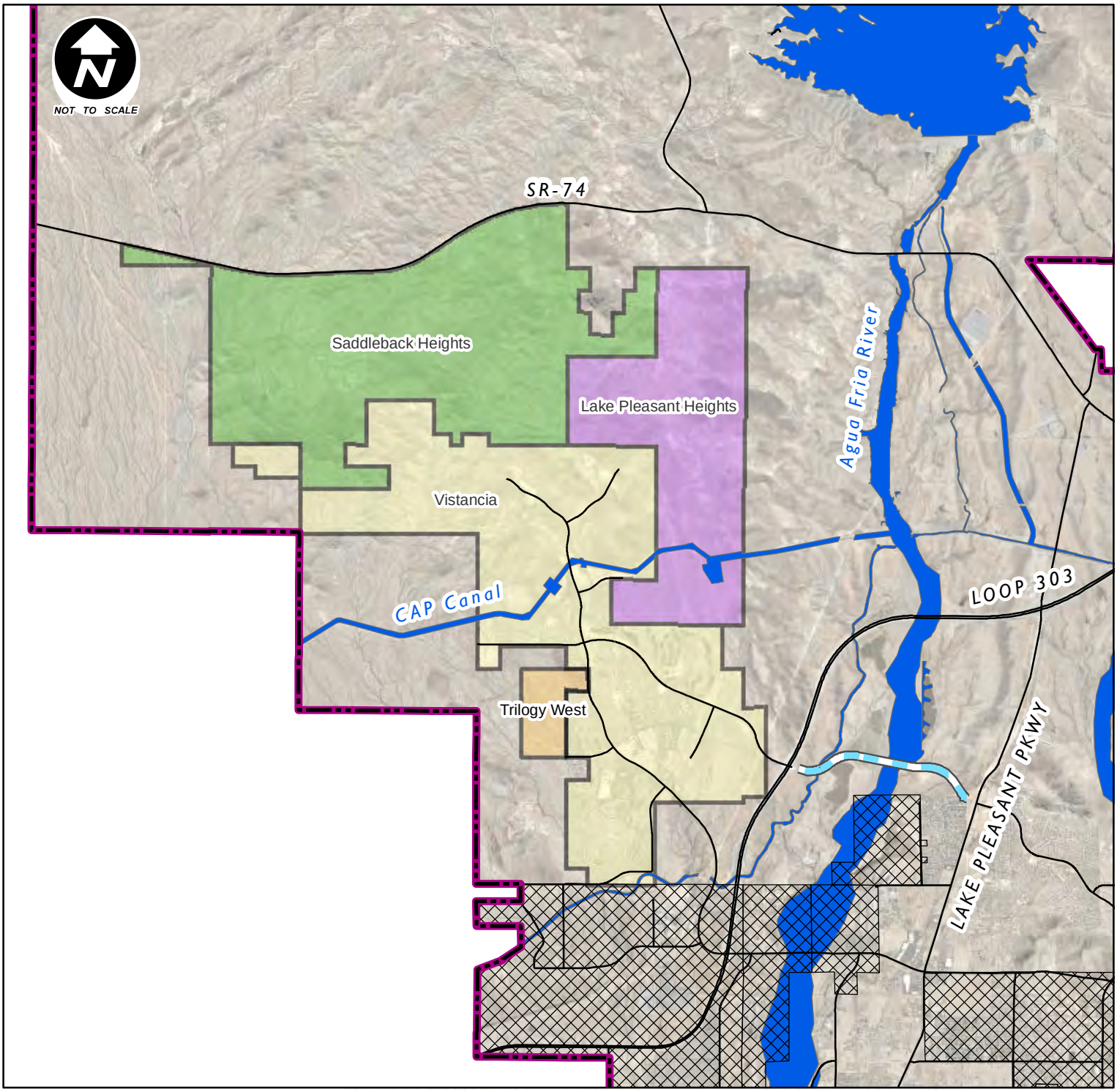
EXHIBIT A-6

GENERAL DEPICTION OF THE CITY'S SERVICE AREA

EXHIBIT A-6

General Depiction of City's Water Service Area



Lake Pleasant Heights
Saddleback Heights
Vistancia
Trilogy West
Lone Mt. Parkway 36-inch Water Line
Non-Peoria Water Service Area
Planning Area

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

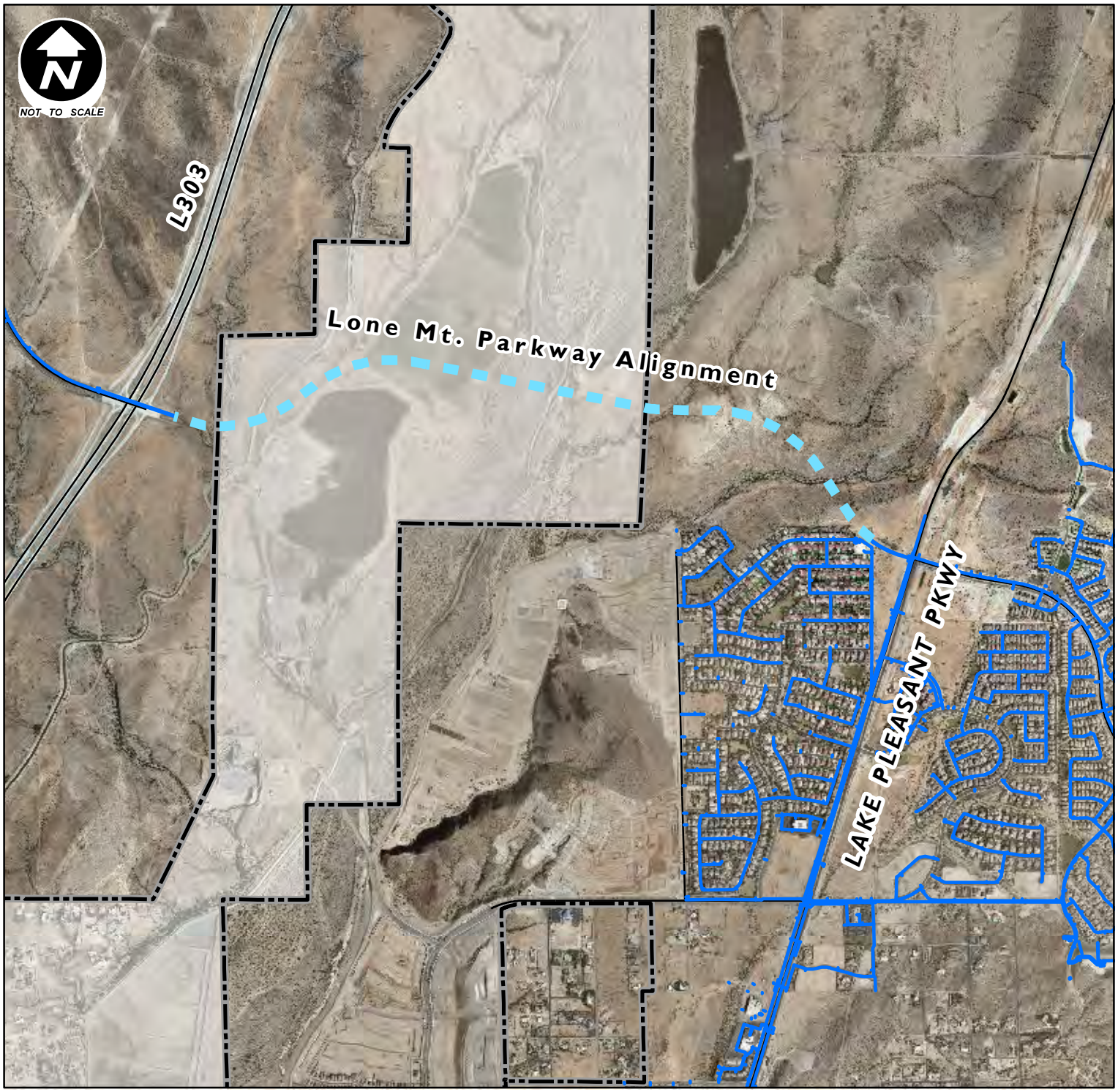
Source Document: O:\PROJECTS\IT\JimR\Lone Mt Waterline\Exhibit A-6.mxd IT GIS JMR 12/09/2014

EXHIBIT B

DESCRIPTION OF WATER TRANSMISSION FACILITIES

EXHIBIT B

Description of Water Transmission Facilities



Lone Mt. Parkway 36-inch Water Line

Peoria Water Distribution Systems

Peoria Corporate Limits

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

Source Document: O:\PROJECTS\IT\JmR\Lone Mt Waterline\Exhibit B.mxd IT GIS JMR 12/09/2014

EXHIBIT C

BUDGET

EXHIBIT C - BUDGET

Lone Mnt 36-inch Waterline Loop 303 to LPP *Prepared by Peoria Engineering Dept Staff - April 24, 2014* *Estimate based on 02-03-2014 design by Goodwin & Marshall* *Approx. 11,130 LF of Class 300 Ductile Iron Pipe*			Costs Per Phase	
			Design/Land	Construction
Base Construction Cost	$	5,711,734		$ 5,711,734
Jack and Bore under Beardsley Canal (517 LF) (Included in Base Construcion Cost)	*$*	*570,546*		
Jack & Bore Mob *(7% of item cost)*	$	39,938		$ 39,938
General Conditions *(8% of Construction)*	$	456,939		$ 456,939
Traffic Control *(0.5% of Construction)*	$	28,559		$ 28,559
Construction Survey *(1% of Construction)*	$	57,117		$ 57,117
Hard Dig Allowance *(15% of Pipe Cost)*	$	467,220		$ 467,220
Subtotal Construction	**$**	**6,761,507**		
Taxes *(65% of 9.1%)*	$	399,943		$ 399,943
Contingency (10%, including tax)	$	716,145		$ 716,145
Construction Total	**$**	**7,877,595**		
Design *(6% of Construction + 1% Contingency)*	$	477,382	$ 477,382	
Right-of-Way *(30-foot easement)*	$	1,212,040	$ 1,212,040	
Construction Services *(5% of Construction and includes 1.5% Mnat fee for*	$	393,880		$ 393,880
Materials Testing *(1% of Construction)*	$	78,776		$ 78,776
Permitting *(1% of Construction)*	$	78,776	$ 78,776	
Project Contingency *(5% of all costs)*	$	505,922	$ 88,410	$ 417,513
Total Loop 303 to LPP	**$**	**10,624,371**	**$ 1,856,608**	**$ 8,767,763**

Estimate of Total Project Costs to be Proportioned between JDA Parties	**$**	**10,624,371**

EXHIBIT D

ALLOCATION EXHIBIT

EXHIBIT D - ALLOCATION EXHIBIT

Project Scope : The project will consist of constructing a 36-inch waterline across the Agua Fria River to connect areas west of the river to Peoria's main water distribution system.

36-inch pipe with a defined capacity of : **22.8** **MGD**

Design Factors

- based on a maximum velocity of 5 fps
- average day head loss between 1 to 2.5 feet/1,000 feet
- c- factor of 100

COST ESTIMATES			
Lone Mountain Waterline from Loop 303 to LPP	**$ 10,624,371**	***Design/Land***	***Construction***
Prepared by Peoria Engineering Dept Staff - April 24, 2014 *Estimate based on 02-03-2014 design by Goodwin & Marshall*			
Subtotal Project Costs	***$ 10,624,371***	***$ 1,856,608***	***$ 8,767,763***

PROPORTIONAL SHARE OF COSTS					
	Max Day Demand (MGD)	**Proportional % of Capacity**	**Proportional Share of Costs**	***Proportional Share of Design/Land Costs***	***Proportional Share of Construction Costs***
Vistancia (1)	5.2	22.8%	**$ 2,423,102**	*$ 423,437*	*$ 1,999,665*
Trilogy West (2)	0.809	3.5%	**$ 376,979**	*$ 65,877*	*$ 311,102*
Saddleback Heights (3)					
SH - Private	*5.38*	*23.6%*	***$ 2,506,979***	*$ 438,094*	*$ 2,068,884*
Lake Pleasant Heights (4)					
LPH - IOTA Purple	*2.412*	*10.6%*	***$ 1,123,947***	*$ 196,410*	*$ 927,537*
LPH - G3 Noranda	*0.583*	*2.6%*	***$ 271,667***	*$ 47,474*	*$ 224,193*
City of Peoria (5)					
COP - Lands outside participating developments	*8.4*	*36.9%*	***$ 3,921,698***	*$ 685,316*	*$ 3,236,381*
TOTALS	**22.8**	**100.0%**	**$ 10,624,371**	***$ 1,856,608***	***$ 8,767,763***

NOTES

(1) Vistancia's is an ***Average Day Demand*** as required in their Development Agreement with Peoria

(2) Trilogy West demands taken from May 29, 2013 Water Master Plan

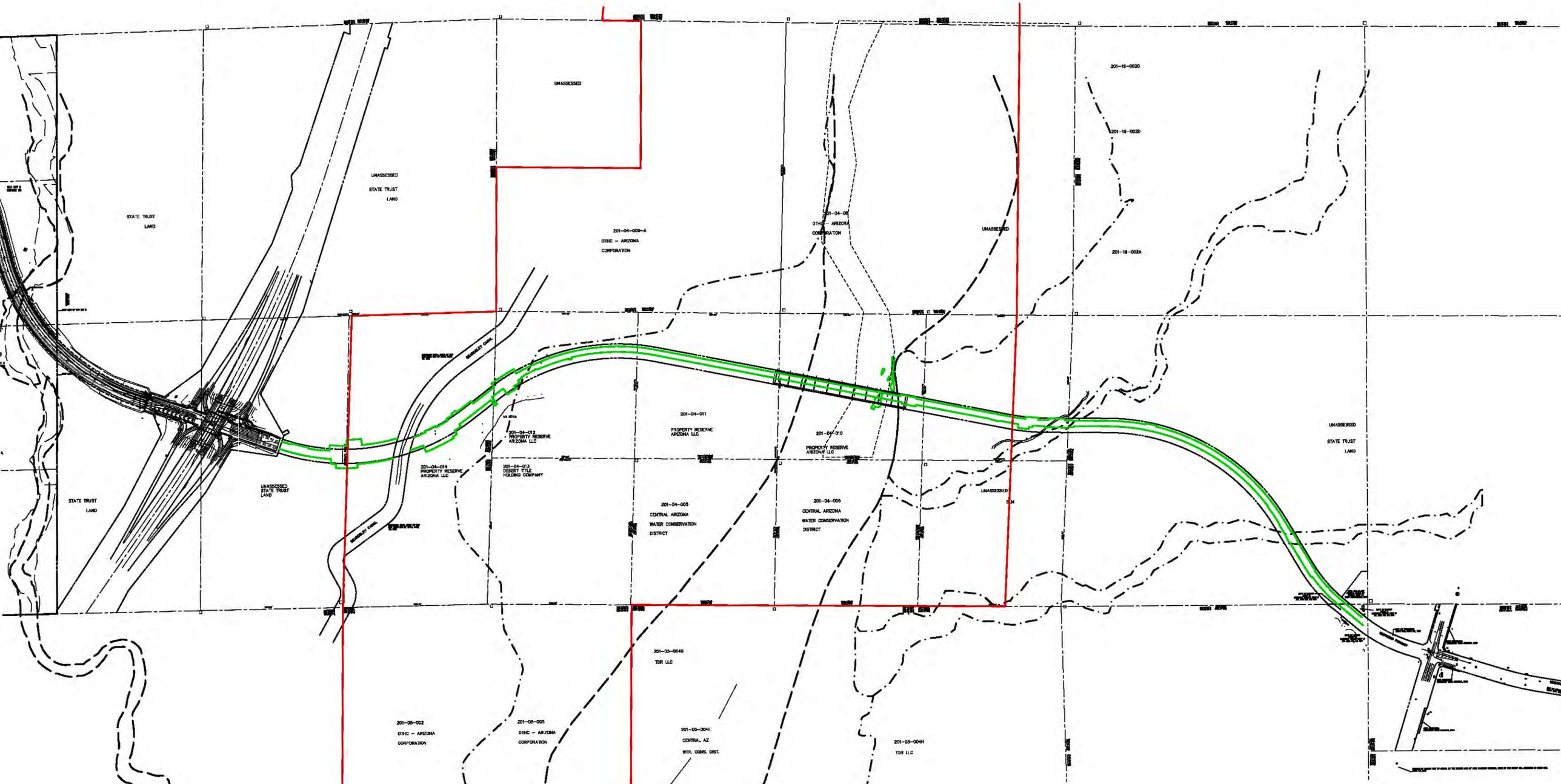
(3) Saddleback Heights demands assumes a waster supply for ***7,200 DU's*** and ***5.38 MGD Max Daily Demand*** . This is less than the total demand required to meet the private entitlement of the property as identified in the February 2014 Utility Master Plan (8,269 DU's and 6.16 MGD Max Daily Demand).

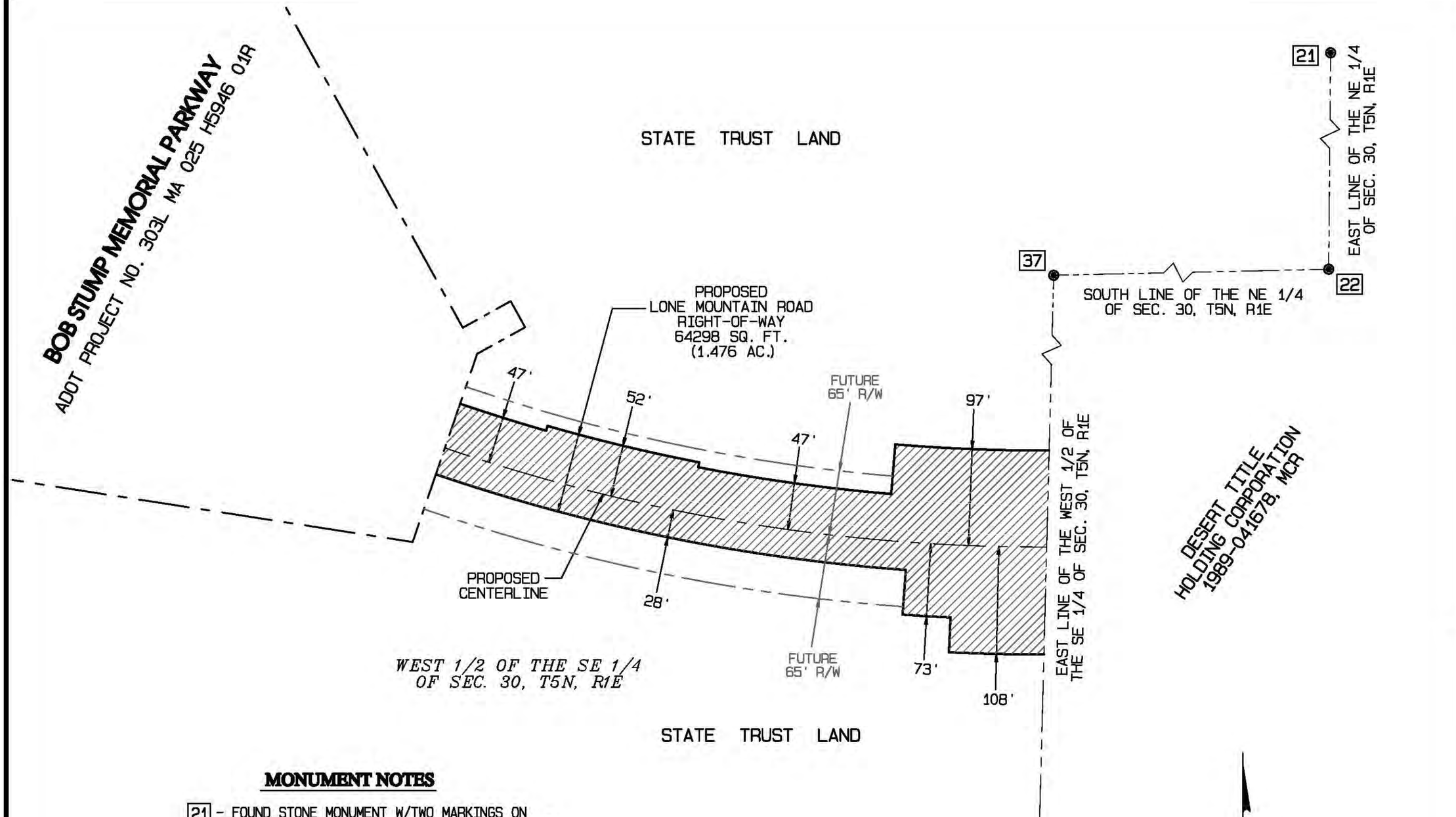
(4) Lake Pleasant Heights demands taken from September 2014 Utility Plan

(5) Peoria is funding the cost of oversizing the waterline for Lands outside the participating developments

EXHIBIT E

RIGHT OF WAY


UNASSESSED
STATE TRUST LAND
UNASSESSED STATE TRUST LAND
201-04-009-A
DTHC - ARIZONA CORPORATION
UNASSESSED
201-19-002D
201-19-002D
201-19-002A
STATE TRUST LAND
UNASSESSED STATE TRUST LAND
201-04-014
PROPERTY RESERVE ARIZONA LLC
201-04-013
DESERT TITLE HOLDING COMPANY
201-04-012
PROPERTY RESERVE ARIZONA LLC
201-04-011
PROPERTY RESERVE ARIZONA LLC
201-04-010
PROPERTY RESERVE ARIZONA LLC
201-04-005
CENTRAL ARIZONA WATER CONSERVATION DISTRICT
201-04-006
CENTRAL ARIZONA WATER CONSERVATION DISTRICT
UNASSESSED
UNASSESSED STATE TRUST LAND
201-05-004G
TDR LLC
201-05-002
DTHC - ARIZONA CORPORATION
201-05-003
DTHC - ARIZONA CORPORATION
201-05-004E
CENTRAL AZ WTR. CONS. DIST.
201-05-004H
TDR LLC



MONUMENT NOTES

21 - FOUND STONE MONUMENT W/TWO MARKINGS ON SOUTH SIDE AND FOUR MARKINGS ON EAST SIDE. NORTHEAST CORNER OF SECTION 30, T.5N. R.1E.

22 - FOUND BLM MONUMENT ON 2.5" PIPE STAMPED: T.5N. R.1E 29, 30 1/4 DATED 1977

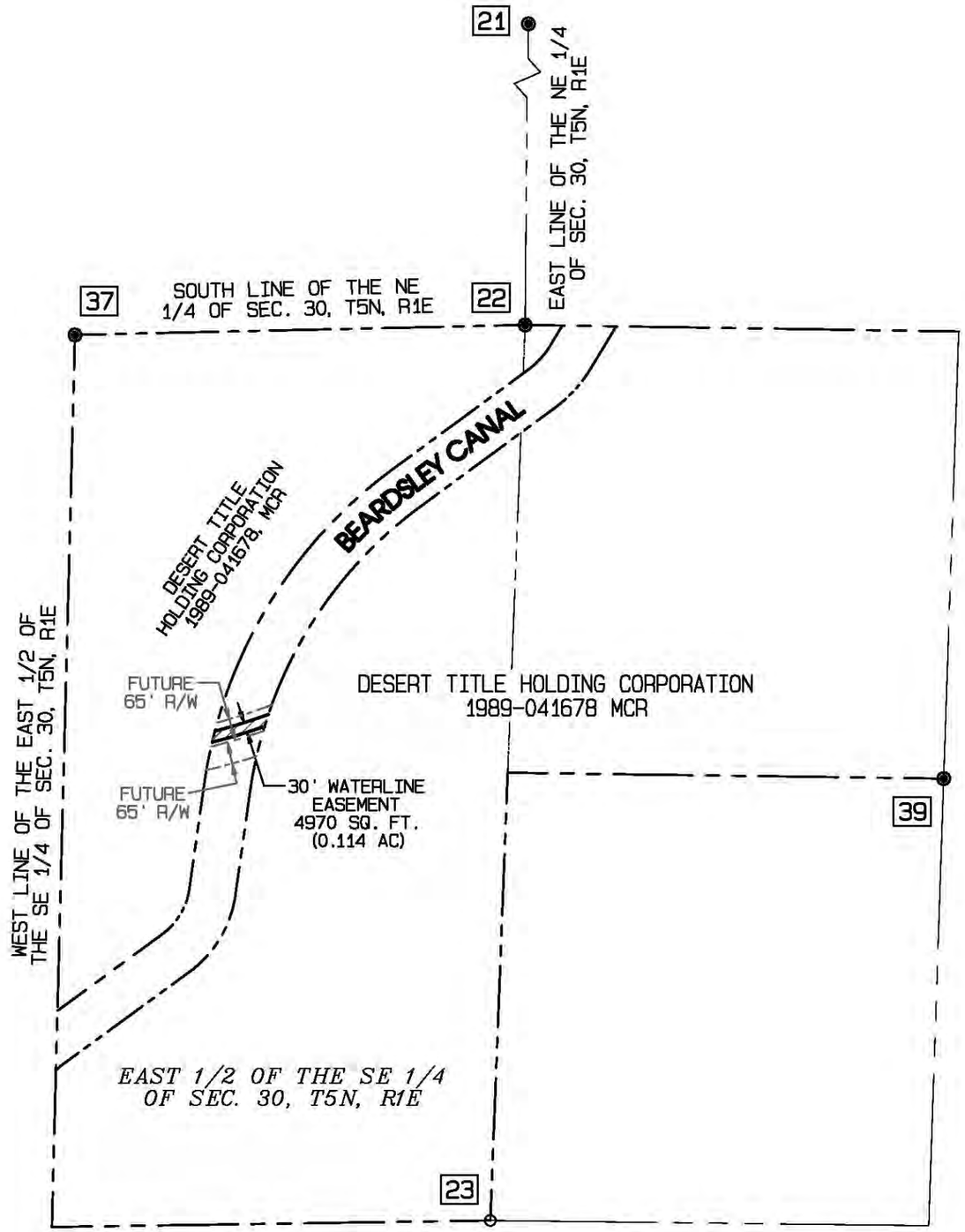
37 - FOUND 1" IRON PIPE ACCEPTED ALSO FOUND 1" IRON PIPE 12.68' EAST NOT ACCEPTED

EXHIBIT MAP
SHOWING PROPOSED LONE MOUNTAIN ROAD R/W PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro



GRAPHIC SCALE 1"=400'

0 400 800

MONUMENT NOTES

21 - FOUND STONE MONUMENT W/TWO MARKINGS ON SOUTH SIDE AND FOUR MARKINGS ON EAST SIDE. NORTHEAST CORNER OF SECTION 30, T.5N. R.1E.

22 - FOUND BLM MONUMENT ON 2.5" PIPE STAMPED: T.5N. R.1E 29, 30 1/4 DATED 1977

23 - CALCULATED SOUTH EAST CORNER OF SECTION 30, T.5N. R.1E NOTHING FOUND OR SET

37 - FOUND 1" IRON PIPE ACCEPTED ALSO FOUND 1" IRON PIPE 12.68' EAST NOT ACCEPTED

39 - FOUND 1/2" REBAR WITH CAP RLS# 25395 ACCEPTED

EXHIBIT MAP
SHOWING PROPOSED WATERLINE IN BEARDSLEY CANAL
A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
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(602) 218-7285

SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro

MONUMENT NOTES

21 - FOUND STONE MONUMENT W/TWO MARKINGS ON SOUTH SIDE AND FOUR MARKINGS ON EAST SIDE. NORTHEAST CORNER OF SECTION 30, T.5N. R.1E.

22 - FOUND BLM MONUMENT ON 2.5" PIPE STAMPED: T.5N. R.1E. 29, 30 1/4 DATED 1977.

23 - CALCULATED SOUTH EAST CORNER OF SECTION 30, T.5N. R.1E NOTHING FOUND OR SET

34 - CALCULATED POSTION ALSO FOUND 1/2" REBAR WITH TAG LS# 4083 0.82' NORTH AND 0.48' EAST NOT ACCEPTED

35 - CALCULATED POSTION ALSO FOUND 1" PIPE 0.47' WEST AND 0.09' SOUTH NOT ACCEPTED

MONUMENT NOTES

36 - FOUND 1/2" REBAR WITH TAG LS# 4083 ACCEPTED

37 - FOUND 1" IRON PIPE ACCEPTED ALSO FOUND 1" IRON PIPE 12.68" EAST NOT ACCEPTED

39 - FOUND 1/2" REBAR WITH CAP RLS# 25395 ACCEPTED

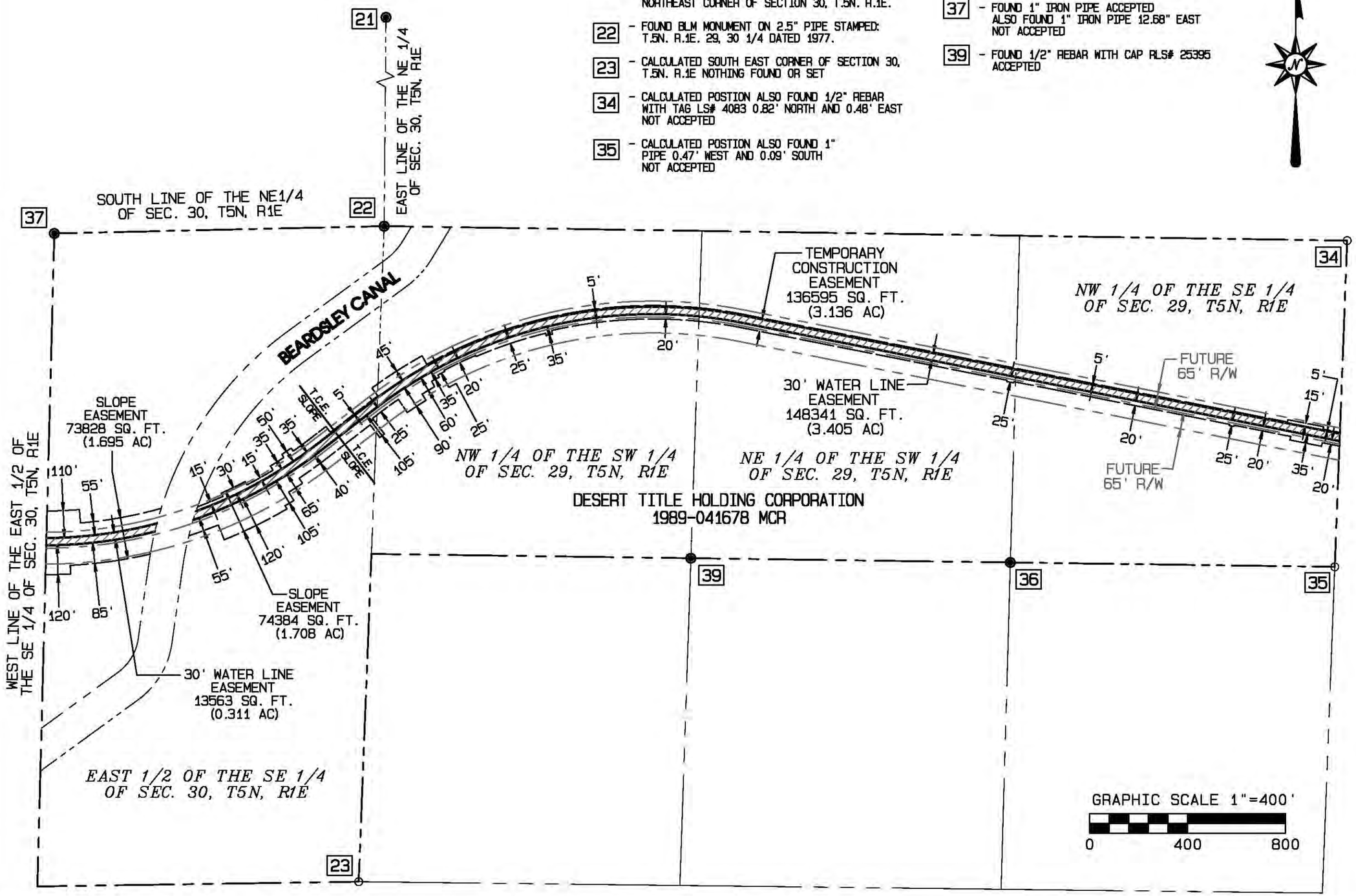

EXHIBIT MAP

SHOWING PROPOSED WATERLINE AND TEMP. CONST. ESMT. A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
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SHEET 1 OF 1

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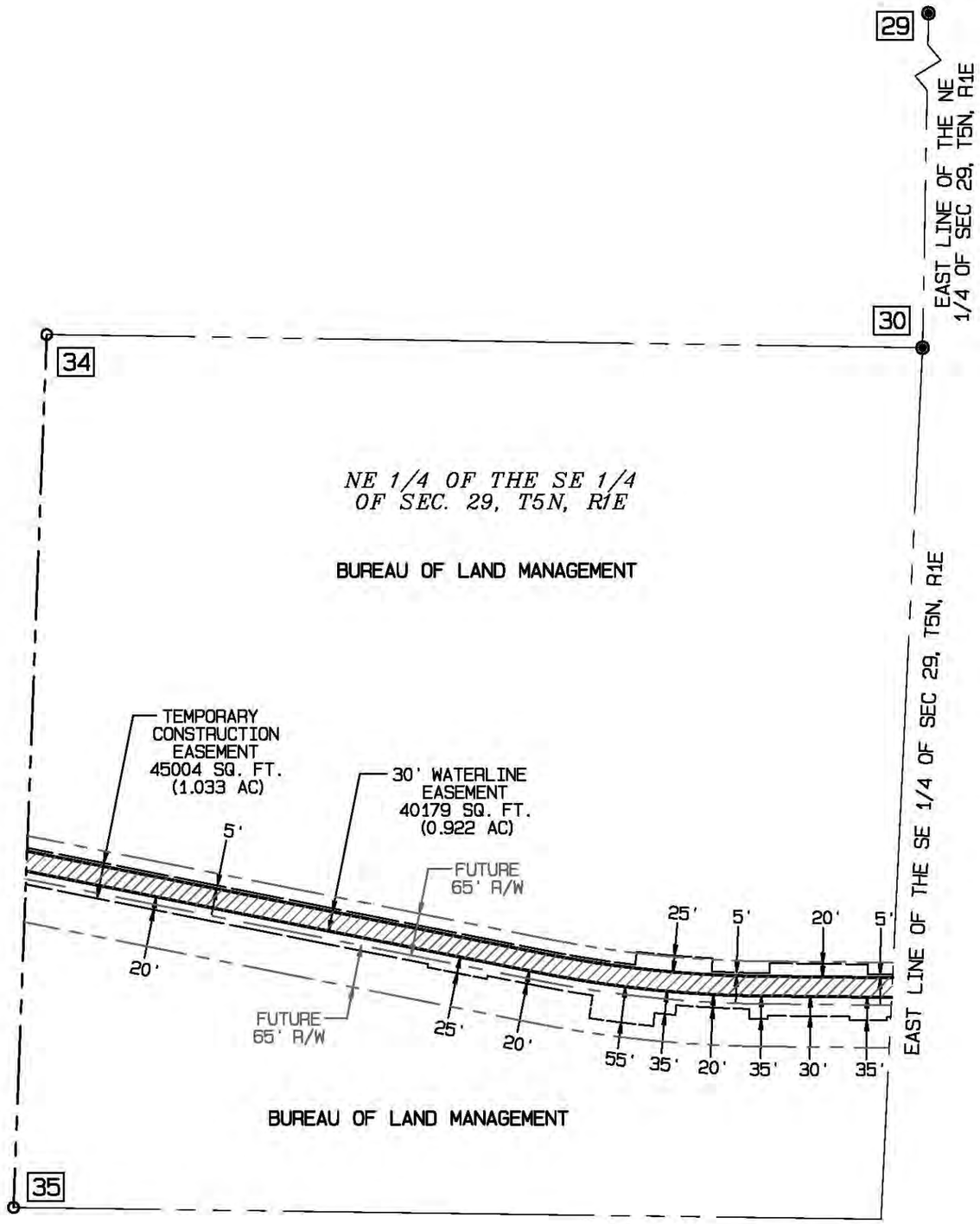

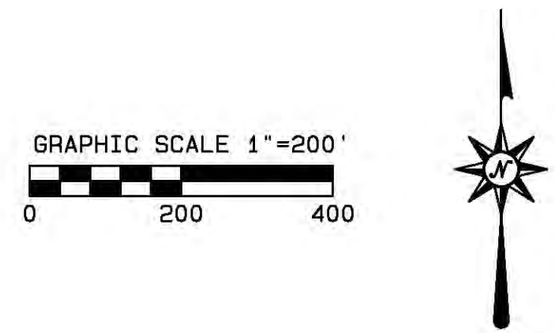

MONUMENT NOTES

29 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD DATED 2001, RLS# 29891 NORTHEAST CORNER OF SECTION 29, T5N, R1E

30 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD 2001, RLS# 29891 EAST QUARTER OF CORNER OF SECTION 29, T5N, R1E, ALSO FOUND 1/2 REBAR 39.83' WEST AND 9.72' SOUTH

34 - CALCULATED POSTION ALSO FOUND 1/2" REBAR WITH TAG LS 4083 0.82' NORTH AND 0.48' EAST NOT ACCEPTED

35 - CALCULATED POSITION ALSO FOUND 1" IRON PIPE 0.47' WEST AND 0.09' SOUTH NOT ACCEPTED

EXHIBIT MAP
SHOWING PROPOSED WATERLINE AND TEMP. CONST. ESMT.
PORTION OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 29, T5N, R1E
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
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6909 West Ray Road, Suite 15
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SHEET 1 OF 1

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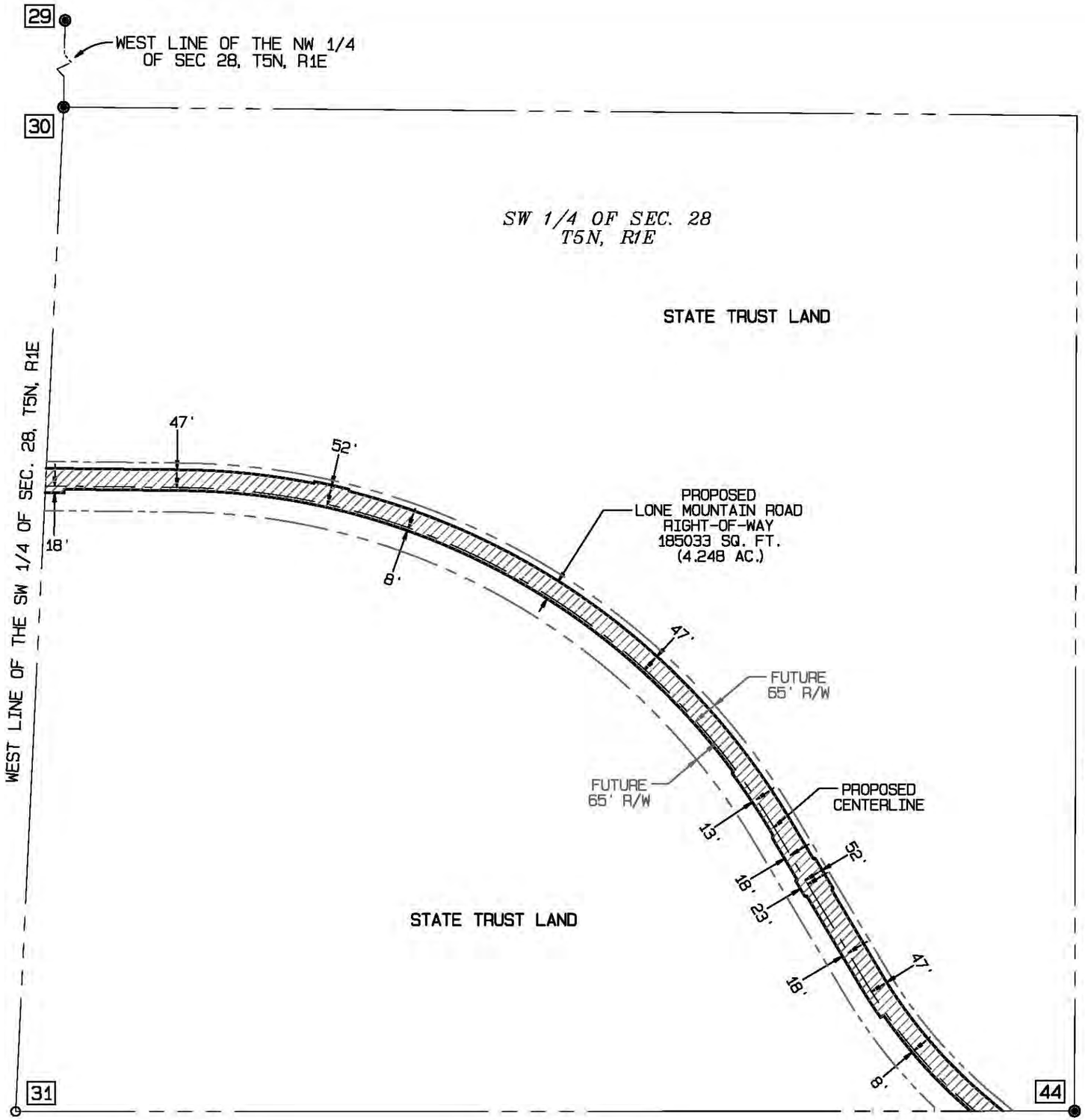


GRAPHIC SCALE 1"= 300'

0 300 600

MONUMENT NOTES

29 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD DATED 2001, RLS# 29891 NORTHEAST CORNER OF SECTION 29, T5N, R1E

30 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD DATED 2001, RLS# 29891 EAST QUARTER CORNER OF SECTION 29, T5N, R1E, ALSO FOUND 1/2" REBAR 39.83' WEST AND 9.72' SOUTH

31 - CALCULATED SOUTHEAST CORNER OF SECTION 29, T5N R1E NOTHING FOUND OR SET

44 - FOUND 2" MARICOPA COUNTY ALUMINUM CAP FLUSH TO GROUND WITH SECTIONAL STAMP - 2001 - RLS#29891. THE NORTH-SOUTH QUARTER CORNER OF SECTION 28 AND 33, T.5N., R.1E.

EXHIBIT MAP
SHOWING PROPOSED LONE MOUNTAIN ROAD R/W PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro

EXHIBIT F

ESCROW AGENT FEES AND ADDITIONAL TERMS

(see attached)

EXHIBIT F – PART ONE (FEE SCHEDULE)

TRUST DEPARTMENT
SPECIAL COLLECTION ACCOUNT FEE SCHEDULE
Effective 12/15/2012

ACCEPTANCE AND SET UP FEE	$ 400.00
Set Up Accounting of each Allocation Account	$ 150.00
ADDITIONAL DEPOSIT (Not in Investment Account)	$ 25.00
SET UP FEE OF INVESTMENT ACCOUNT (per account)	$ 75.00
Additional Deposits (each check)	$ 25.00
Withdrawals (each)	$ 25.00
Each DISBURSEMENT (includes 2 remittances)	$ 75.00
Each additional remittance	$ 25.00
Annual Fee in advance [1]	$ 300.00
Annual Fee in advance of each Allocation Account	$ 200.00
Annual Fee in advance – Auction Accounts	$2,000.00
Courier Fee	$ 20.00
NSF Fee	$ 25.00
Assignment and Assumption	$ 150.00
Amendment / Modification	$ 150.00
Accounting Review/ Analysis Fees (per hour)	$ 100.00
Letters of Credit (LOC's)	
Acceptance/ Setup Fees	$ 75.00
Renewal	$ 75.00
Modification (Reduction/Extension)	$ 75.00
Termination	$ 75.00
Deed of Trust (Full or Partial Release)	$ 75.00
Termination/Close out Fee	$ 200.00

The above charges are the minimum charges and First American Title Insurance Company reserves the right to amend this schedule from time to time as deemed necessary.

[1]: Annual Fee of $300.00 covers the first $50,000 of projected project cost as outlined by the agreement between parties. The annual fee shall increase $1.00 per every $1,000.00 thereafter in estimated project cost; or increment thereof. Should the actual project costs be amended and/or exceed the estimated project costs the annual fee will be adjusted accordingly at the time of the next annual billing.

In addition to the basic fees described above, all parties will be required to pay for additional services in terminating the account or accounts and in performing services in connection with the transmission of any Notices required to be transmitted under terms of the Agreement.

All fees are based on present costs and are subject to change, without written notice or otherwise, in accordance with costs of operation.

Other Fees
Specific charges for letters of credit renewal, increases or decreases required pursuant to terms of the Agreement will be determined by the type of transaction, complexity of administration and/or accounting services required. These charges and any additional work will range from a minimum of **$75.00** to a maximum of $1,000.00 depending on the services required. (First American Title Insurance Company will require written instructions concerning the handling of these accounts along with a completed (IRS) W-9 Form.

Need to confirm with FATCO this fee schedule is still applicable and/or replace with current fee schedule.

EXHIBIT F – PART TWO (ADDITIONAL TERMS)

STANDARD CONDITIONS OF ESCROW
(HOLDBACK / JDA ACCOUNT)

RECITALS:

A. The Joint Development Agreement to which these Standard Conditions are attached (the "**Escrow Agreement (Holdback / JDA**)" and these Standard Conditions of Escrow ("**Standard Conditions**") are sometimes hereinafter collectively referred to as this "Escrow Agreement." This Escrow Agreement is made and executed for the sole benefit of the parties to the Escrow Agreement (Holdback / JDA) and Escrow Agent. It is the intention of the parties hereto that no materialman or supplier concerned with the construction of improvements upon the property shall be or shall be considered to be a third party Beneficiary, either incidentally or directly, of this Escrow Agreement.

B. The parties hereto understand that the Escrow Agent is acting as a disbursing/holding agent whose duties may include servicing draw requests, managing Letters of Credit, managing interest-bearing accounts and holding documents..

C. Notwithstanding anything in this Escrow Agreement to the contrary, Escrow Agent shall not be bound by any term or provision in an agreement to which it is not a party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Disbursements:** Escrow Agent shall disburse funds, subject to the terms of the Escrow Agreement (Holdback / JDA), in accordance with the express terms of the Escrow Agreement (Holdback / JDA) or as otherwise authorized pursuant to a written authorization executed by the Parties hereto or their Designated Agent.

2. **Requests of Accounting:** Upon request of any of the Parties hereto a copy of Escrow Agent's record of accounting for funds received and disbursed, on Escrow Agent's form, shall be furnished to the parties hereto.

3. **Indemnification:** The Parties hereto hereby indemnify and promise to hold harmless Escrow Agent against but not limited to all costs, damages, attorneys fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with complying with the Escrow Agreement (Holdback / JDA), or any court action arising therefrom, and will pay the same upon

demand, except claims arising out of Escrow Agent's negligence, bad faith, recklessness, intentional misconduct or breach of the Agreement.

4. If conflicting demands are made upon Escrow Agent, Escrow Agent may hold any money or documents subject to such conflicting demands until the rights of the Parties making such conflicting demands be determined by court action. Escrow Agent may interplead said money or documents (other than letters of credit), whereupon Escrow Agent shall be fully relieved of any and all liability in regard to such demands and the Parties hereunder.

5. **Specimen Signatures:** The Parties hereto shall furnish to Escrow Agent such information as may be required by Escrow Agent setting for the names and specimen signatures of their Designated Agent whose signature Escrow Agent may accept.

6. **Instruction to Escrow Agent:** This Escrow Agreement shall constitute joint instructions to Escrow Agent from the Parties and the amounts deposited shall be disbursed and dealt with by Escrow Agent in strict accordance with the following:

   a. **Money Market Account:** Escrow Agent may deposit or invest the amounts deposited in a money market account reasonably acceptable to Parties (provided the deposited amounts are available for immediate withdrawal, as and when required under the Agreement).Interest monies earned on such Money Market Account(s) will be added to the Escrow Account funds to be utilized for costs and fees related to the Escrow Agreement. It is understood by the Parties that the Escrow Agent is not providing management nor oversight functions with respect to a payment made on behalf of another, nor has significant economic interest in connection with the payment; and therefore, would not be responsible for issuing information returns to the IRS under IRC section 6041 and/or Rev. Rul. 73-90.

   b. **Limitation of Liability:** Notwithstanding any other provisions of this Escrow Agreement, Escrow Agent has no responsibility nor liability for completion of improvements to the Property; or to guarantee that the funds deposited into escrow are sufficient to complete the improvements; or for any mechanic's or materialmens liens that may be filed except to the extent that Escrow Agent fails to properly disburse monies pursuant to these instructions. Escrow Agent shall not be liable for any action taken or omitted by it, except for its breach of its obligations under the Escrow Agreement (Holdback / JDA) and its own negligence, bad faith or willful misconduct; nor shall it be liable or responsible for the validity, enforceability or sufficiency of any document furnished to it pursuant to any provision thereof; nor shall it be responsible for any representation or statements made in any of those documents. Any disbursement by Escrow Agent of any advance shall not be deemed to be approved by

Escrow Agent of any work performed or any materials furnished with respect thereto or a representation by Escrow Agent that the unused portion of the total cumulative sum is sufficient to pay remaining construction costs.

c. **Advice of Counsel:** Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person.

d. **Compensation:** Escrow Agent shall be entitled to receive compensation for its services hereunder in accordance with the rate schedule attached hereto as part of this Exhibit "F" and is incorporated herein by this reference. Escrow Agent is hereby authorized to deduct from first monies available its fees. **Note: A reasonable charge will be made for extraordinary services rendered.**

7. **Cancellation:** This Escrow Agreement may be canceled only upon written approval of all Parties hereto except as otherwise provided in the Escrow Agreement.

a. The Escrow Agent's action upon cancellation shall consist of final disbursement of funds upon written direction of either the Parties or by court action, whichever is applicable.

8. **Standard Conditions of Escrow Controls**: To the extent of any conflicts between the Escrow Agreement (Holdback / JDA) and these Standard Conditions concerning the obligations of the Escrow Agent, the provisions of these Standard Conditions shall control.

9. **Resignation**: Escrow Agent has the right to resign upon written notice thereof mailed to the parties thirty (30) days prior to the effective date. If such right is exercised, all funds and documents shall be delivered to a mutually appointed substitute Escrow Agent who shall have first assumed in writing and agreed to be bound by the obligation of the Escrow Agent under the Escrow Agreement (Holdback / JDA) or as otherwise directed by the parties hereto, and all Letters of Credit then held by Escrow Agent have been assigned to such new escrow agent as required by the terms of each Letter of Credit and any charges due the issuer are paid.

10. **Binding Effect**: This Agreement shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto.

11. **Party:** Whenever the context of this instrument so requires words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; the word person includes a corporation, company, partnership or association, or society as well as a

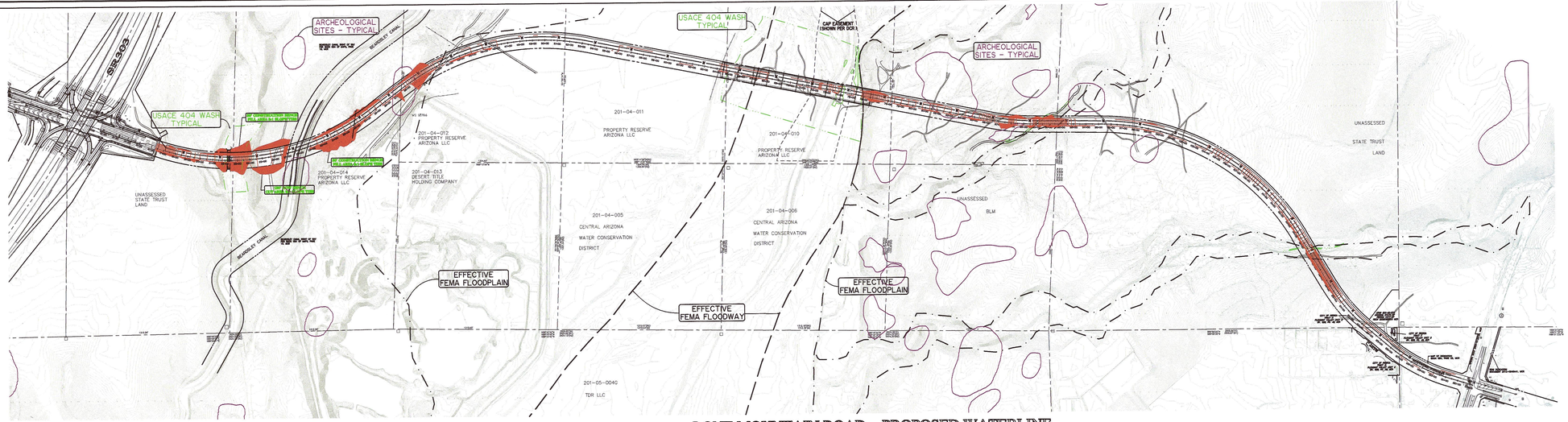
natural person. Every reference to any Party or to the Parties collectively shall be deemed to constitute a reference to all successors in interest or assigns of the Party referred to.

ESCROW AGENT:

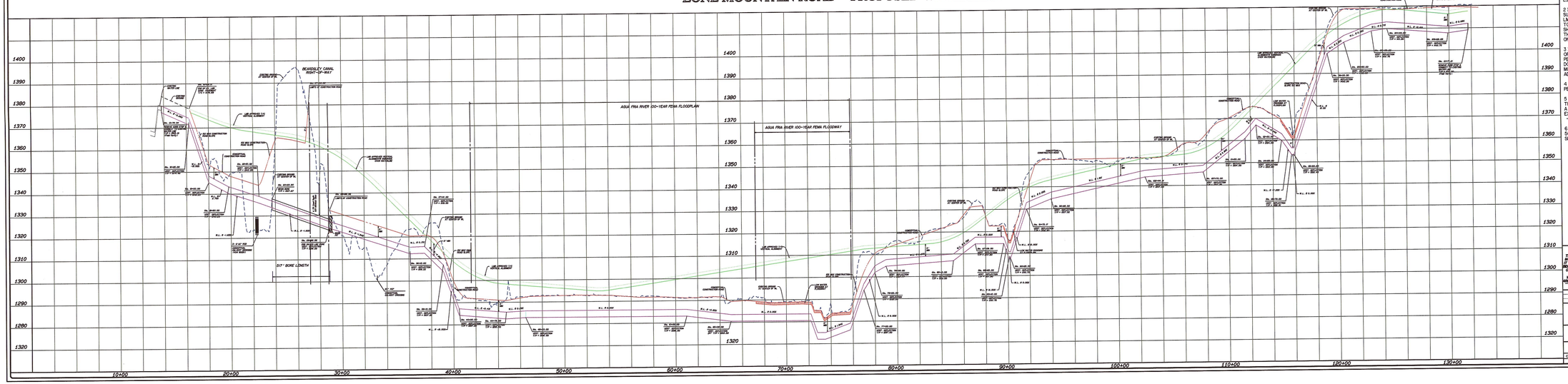
First American Title Insurance Company
Attention: Trust Department
PO Box 52023
Phoenix, Arizona 85072
9000 East Pima Center Parkway
Scottsdale, Arizona 85258
Phone: (602) 685-7000
Fax: (602) 685-7029

EXHIBIT G

SCHEDULE OF DRAFT PLANS AND SPECIFICATIONS



LONE MOUNTAIN ROAD – PROPOSED WATERLINE



NOTE:

1) SECTIONAL CONTROL HAS BEEN ESTABLISHED BY GOODWIN AND MARSHALL.

2) A 2013 DESIGN TOPOGRAPHIC AERIAL SURVEY HAS BEEN PREPARED FOR THE LMR CORRIDOR AND HAS BEEN UTILIZED TO PREPARE THE EXISTING GROUND PROFILE SHOWN HEREON. THE PROJECT IS ON THE VISTANCIA COORDINATE SYSTEM AND ON CITY OF PEORIA NAVD 88 DATUM.

3) THE HORIZONTAL AND VERTICAL ALIGNMENT OF LONE MOUNTAIN ROAD IS PER THE CITY OF PEORIA APPROVED PROFILE 16-29-07.1 ENTITLED DCR MOD_16 A COMPROMISED PROFILE BETWEEN MOD14 AND MOD15. THE PROFILE HAS BEEN ADJUSTED FROM NGVD 29 DATUM TO NAVD 88.

4) ALL REMAINING PLAN VIEW LINE WORK IS SHOWN PER THE 2007 DCR CAD FILES.

5) THE CONCEPTUAL VERTICAL ALIGNMENT OF THE WATERLINE IS SHOWN BASED ON BEING A MINIMUM DEPTH OF 5 FT BELOW EITHER EXISTING GROUND OR FILL GRADE - WHICH EVER IS LOWER IN ELEVATION.

6) PROPOSED CONTOURS SHOWN ARE FOR A 50' WIDE CONSTRUCTION ROAD WITH 2:1 CUT SLOPES AND 3:1 FILL SLOPES.

GRAPHIC SCALE 1"=200'

0 200 400 600

THIS DOCUMENT IS FOR CONCEPTUAL USE ONLY. IT IS NOT INTENDED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

WARREN C. RUSSELL ARIZONA R.E. NO. 39600

Two working days before you dig CALL FOR THE BLUE STAKES 602-263-1100 1-800-STAKE-IT OUTSIDE MARICOPA COUNTY

CONCEPTUAL

LONE MOUNTAIN ROAD
PEORIA, ARIZONA

ALIGNMENT ANALYSIS

GOODWIN MARSHALL

CIVIL ENGINEERS-PLANNERS-SURVEYORS
4600 NORTH PARK AVENUE, TUCSON, ARIZONA 85718

DR. :	EDSAN	Dwg. :	MJ
DATE :	FEBRUARY 2014	Scale :	NTS
Job :		Refer :	

SHEET: of

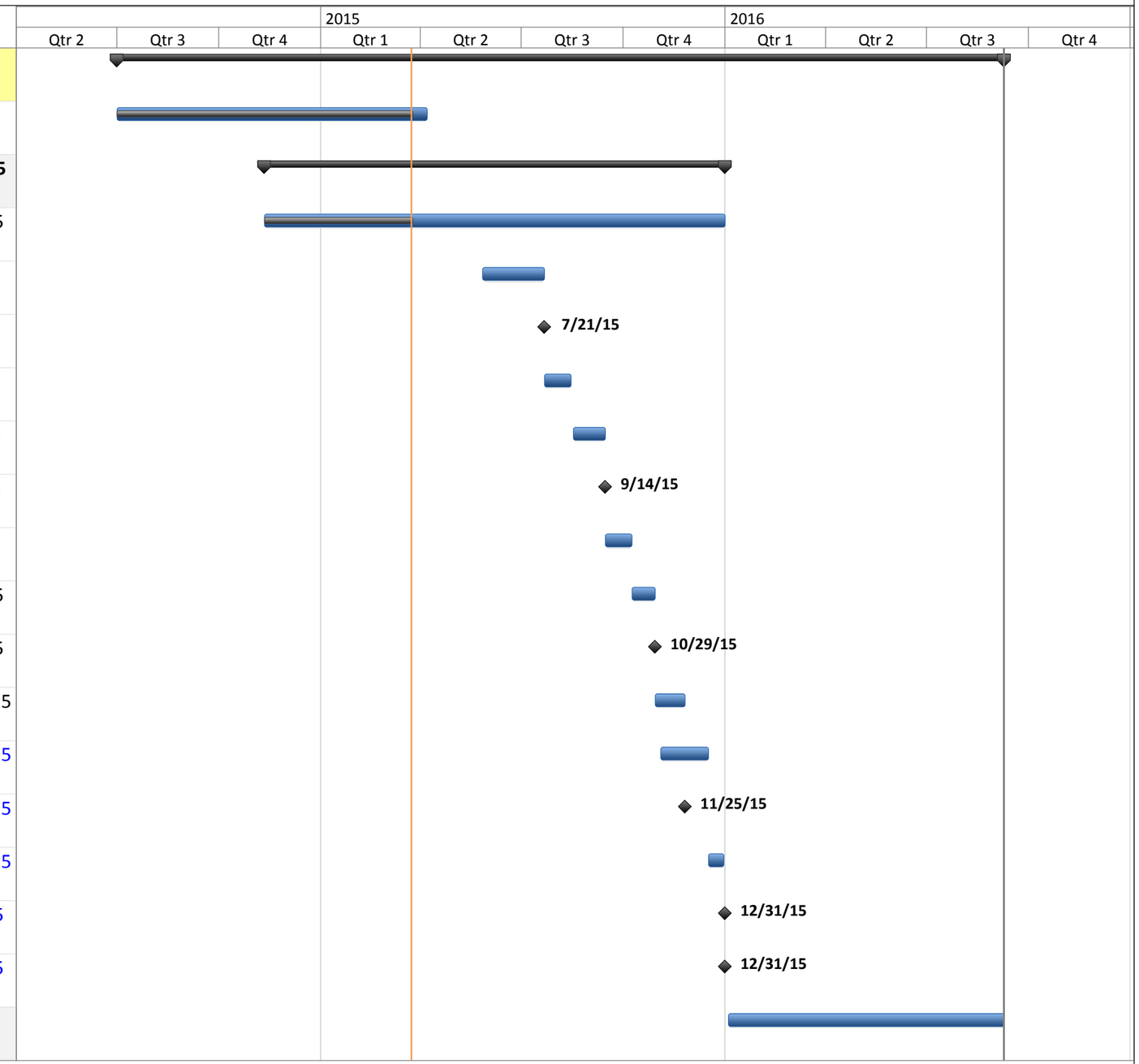
© 2013 C:\JOB FILES\LMR CORRIDOR\LMR CORRIDOR - ALT 1 FOR 10-29-13.DWG

EXHIBIT H

CONSTRUCTION SCHEDULE

Construction Schedule for Lone Mountain Waterline

ID	Task Name	Duration	Start	Finish
1	**Lone Mountain Waterline**	**560 days**	**Tue 7/1/14**	**Thu 9/8/16**
2	JDA Finalization	195 days	Tue 7/1/14	Mon 4/6/15
3	**Design Services**	**293 days**	**Tue 11/11/14**	**Thu 12/31/15**
4	Coordination w/ Land Owners for Easement Acquisitio	293 days	Tue 11/11/14	Thu 12/31/15
5	Preparation of Construction Plans	40 days	Wed 5/27/15	Tue 7/21/15
6	1st Submittal (City)	0 days	Tue 7/21/15	Tue 7/21/15
7	City Plan Review	18 days	Wed 7/22/15	Fri 8/14/15
8	Address City Comments	20 days	Mon 8/17/15	Mon 9/14/15
9	2nd Submittal (City & MCESD)	0 days	Mon 9/14/15	Mon 9/14/15
10	City Plan Review	18 days	Tue 9/15/15	Thu 10/8/15
11	Address City Comments	15 days	Fri 10/9/15	Thu 10/29/15
12	Final Submittal (City)	0 days	Thu 10/29/15	Thu 10/29/15
13	City Plan Review	18 days	Fri 10/30/15	Wed 11/25/15
15	Public Bid Process/Contracting	30 days	Wed 11/4/15	Wed 12/16/15
14	Plan Approval	0 days	Wed 11/25/15	Wed 11/25/15
16	Notice to JDA Owners/Funding Complete	10 days	Thu 12/17/15	Wed 12/30/15
17	Easements Acquired	0 days	Thu 12/31/15	Thu 12/31/15
18	Construction Notice to Proceed	0 days	Thu 12/31/15	Thu 12/31/15
19	**Waterline Construction**	**175 days**	**Mon 1/4/16**	**Thu 9/8/16**



Project: LMR Waterline JDA Schedule 3.24.15
Date: Tue 3/24/15

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT I

A. CONTRACTOR'S INSURANCE
AMOUNTS AND TYPES OF INSURANCE COVERAGES

Each Contractor will maintain the amounts and types of insurance described below and shall cause its subcontractors to maintain such coverages.

1. Commercial General Liability Insurance coverage including premises, operations, products, completed operations, and contractual liability coverages in an amount no less than $1,000,000 per occurrence, $1,000,000 personal injury and advertising injury, $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate. The preferred form is CG0001. Coverage shall include:

    a. Waiver of Subrogation to Lead Developer and each Developer and any related or affiliated entities, partners, subsidiaries, partnerships, joint ventures, and limited liability companies and their respective directors, officers, partners, agents, employees, volunteers, members, and shareholders.

    b. Policy to include liability arising out of subcontractors.

    c. Deductible of no more than $5,000 per occurrence.

    d. Deletion of any limitations relating to liability arising out of explosion, collapse or underground hazards.

    e. Deletion of any limitation or exclusion on coverage for bodily injury or property damage arising out of subsidence or soil or earth movement.

    f. A provision that the insurance company has a duty to defend all insureds under the policy and a provision that defense costs are paid in addition to and do not deplete any of the policy limits.

    g. Provision that insurance policy shall be primary and non-contributory.

    h. Deletion of any exclusion or limitation of coverage based upon the type or use of structure of building.

    i. Umbrella policy with limits of not less than $1,000,000 per occurrence.

2. Automobile Liability Insurance of all motor vehicles operated by or for Contractor, including owned, hired, and non-owned autos, with minimum Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 for each occurrence.

3. Workers Compensation Insurance to cover statutory limits of Workers Compensation Laws of the state in which the work is being performed and state employee is hired. Workers Compensation coverage shall extend to any individual, including Developers, directors, officers, and employees who will be performing the work under this agreement regardless of any ability under state law to reject workers compensation coverage. This insurance shall include a Waiver of Subrogation Endorsement waiving the carrier's right of subrogation to Lead Developer and each Developer there affiliated entities, parents, subsidiaries, partnerships, joint ventures, and limited liability companies and their respective directors, officers, partners, agents, employees, volunteers, members, and shareholders. If any class of employees engaged in the Work is not protected by the Workers Compensation stature, subcontractor shall provide special insurance for the protection of such employees not otherwise protected, which is similar to the coverage required above.

4. Employers Liability coverage in an amount not less than $1,000,000 each accident; $1,000,000 disease policy limit; $1,000,000 disease each employee.

5. The following general requirements shall apply to all insurance policies described in this Exhibit.

- All liability insurance policies, except professional liability and workers compensation insurance, shall be written on an occurrence basis.

- All insurance policies required hereunder except Workers Compensation shall: (i) name Lead Developer and each Developer and any related or affiliated entities, parents, subsidiaries, partnerships, joint ventures, and limited liability companies and their respective directors, officers, partners, agents, employees, volunteers, members, and shareholders as "additional insured" utilizing an ISO endorsement form CG2010 (11/85) Additional InsuredOwners, Lessees, or Contractors (Form B); (ii) be issued by an insurer and shall be in a form approved by Lead Developer; and (iii) provide that such policies shall not be canceled or not renewed, nor shall any material change be made to the policy without at least thirty (30) days prior written notice to Lead Developer and each Developer.

- The liability insurance policies shall provide that such insurance shall be primary on a non-contributory basis.

- All insurers providing the coverages specified in this Section shall be rated A:VII or better by Best's.

- Subcontractors shall provide Contractor with certificates evidencing the insurance coverages required by this Exhibit in the certificate form included in this exhibit, prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance.

Replacement certificates shall be sent to Contract, as policies are renewed, replaced, or modified.

- The foregoing insurance coverage must be maintained in force at all times during the construction of the Water Transmission Facilities and the Commercial General Liability Insurance (for Products and Completed Operations) is to be maintained for 10 years following final completion of the Water Transmission Facilities.

Any Contractor or Subcontractor performing work five (5) feet or more below grade shall provide no less than $5,000,000.00 coverage for all required policies.

B. LEAD DEVELOPER'S INSURANCE AMOUNTS AND TYPES OF INSURANCE COVERAGES

The Lead Developer will maintain the amounts and types of insurance, as described in the Certificate of Liability Insurance in Exhibit I-1 attached hereto, and shall cause its subcontractors to maintain such coverages.

EXHIBIT J

FORM LETTER OF CREDIT

[INSERT BANK NAME]
[INSERT LETTER OF CREDIT DOCUMENT NAME]

_____, 20__

Letter of Credit No, _____

First American Title Insurance Company
Trust Operations
9000 E. Pima Center Parkway
Scottsdale, AZ 85258
Attention: Sandi Overbey

_____
_____
_____
Attn. _____

Dear _____:

At the request and for the account of our customer, **[Insert Developer name]**, a(n) _____, ("Developer") **[Insert Bank Name]** ("Bank"), hereby establishes in your favor this **[Insert Letter of Credit Document Name]** ("Letter of Credit"). This Letter of Credit is issued to you pursuant to the terms of that certain Joint Development Agreement, wherein Developer is a "Developer", _____ is the "Lead Developer" and you are the "Escrow Agent" (the "Agreement"). This Letter of Credit authorizes you to draw on us in amounts which in the aggregate shall not exceed the "Stated Amount" of _____ and No/100 Dollars ($_____).

You or your duly authorized successor or transferee may obtain the funds available under this Letter of Credit by presentment to us, of your sight draft or drafts drawn on us in the form set forth as Exhibit "A" hereto, accompanied by your executed statement certifying that the amount set forth in the draft is immediately due and payable pursuant to the Agreement and accompanied by the original of this Letter of Credit and Amendment(s) thereto, if any.

2A. (i) If cancellation of this Letter of Credit is required before the expiry date stated herein (which may be extended from time to time as may be required by the beneficiary in the form attached hereto as Exhibit "B"), the original of this Letter

of Credit amendment(s) thereto, if any, must be returned to us accompanied by the beneficiary's letter requesting cancellation in the form attached hereto as Exhibit "B".

This letter of credit may also be reduced upon our receipt of a reduction certificate from you in the form of Exhibit "B".

We hereby engage with the beneficiary of this Letter of Credit hereof that draft(s) drawn and required documents presented in compliance with the terms contained in this Letter of Credit will be duly honored upon presentation and delivery to _____, on or before the expiration date hereof.

Your sight draft will be honored by payment to you of the draft amount in immediately available funds. Each draft presented for payment under this Letter of Credit must be dated as of the date of its presentation to us and must be marked conspicuously, "Drawn under **[Insert bank name] [Insert Letter of Credit Document Name]** No. _____", accompanied by your certification(s) to us stating the following:

> "I am a duly authorized representative of the beneficiary of **[Insert bank name] [Insert Letter of Credit Document Name]** No. _____ and hereby certify that the amount drawn hereunder represents funds due as a result of a failure of Developer [to timely pay a Draw Request under] or [renew this Letter of Credit in accordance with] the terms of the Joint Development Agreement.

You may draw the full amount of this Letter of Credit or only part of it, in your discretion, provided that drafts honored by us under this Letter of Credit shall not exceed the Stated Amount available to you under this Letter of Credit.

This Letter of Credit shall expire not earlier than _____ months after the date set forth above. If Developer does not deliver to you a renewal Letter of Credit at least ten (10) days prior to the expiration of this Letter of Credit, then, in addition to other rights available to you under the Agreement, you shall have the right to draw on this Letter of Credit.

We consider this Letter of Credit to be irrevocable and unconditional (except as expressly stated herein) under the terms above mentioned.

Unless otherwise expressly stated herein, this irrevocable Standby Letter of Credit is subject to the uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500.

R.. The available amount under this Letter of Credit may be transferred in whole (but not in part) more than one time upon request of the Escrow Agent (Beneficiary) to any successor in interest to Beneficiary under that certain Joint Development Agreement among the Developer, the Lead Developer and the Escrow Agent, without the Developer's prior consent. However, no transfer shall be effected by us unless your request in the form set forth as Exhibit "C", duly executed, is received and our customary charges are paid. Any transfer fee charged by Bank arising out of any transfer of this Letter of Credit from Beneficiary named hereunder, or from any future transferee, to any new beneficiary shall be borne in its entirety by the Developer (Applicant).

Very truly yours,

[Insert Bank Name]

By:_____
Name:_____
Its:_____

EXHIBIT "A" TO LETTER OF CREDIT

Drawn Under [Insert Bank Name] [Insert Letter of Credit Document Name] No. _____

$_____ (U.S.) _____, 20__

To: **[Insert Bank Name]**

Drawn under **[Insert Bank Name] [Insert Letter of Credit Document Name]** No. _____.

I am a duly authorized representative of the beneficiary of **[Insert Bank Name] [Insert Letter of Credit Document Name]** No. _____ and hereby certify that the amount drawn hereunder represents funds due as a result of the failure of **[Insert Developer Name]** to timely pay a Draw Request under the terms of a certain Joint Development Agreement [or as a result of the failure by [**Insert Developer Name**] to deliver a renewal letter of credit within the time required under the referenced Joint Development Agreement].

Accordingly, please pay to the order of First American Title Insurance Company**,** _____ Dollars ($_____).

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT "B" TO LETTER OF CREDIT

Date:

_____	and	_____
_____		_____
_____		_____
_____		_____

Ref: Letter of Credit No. _____

As parties to the above referenced Letter of Credit, we request that the following action(s) be taken as evidenced by our initials and signatures below:

Please initial:

_____ Reduce the amount from U.S. $_____ to U.S. $_____.

_____ Extend the expiration date from _____ to _____.

_____ Cancel this Letter of Credit effective immediately.

Enclosed herewith are the original Letter of Credit documents, including the amendment(s), if any, thereto.

(Note: If any of these documents are not included with this letter, you must specify each missing document and explain the reason why it is not being returned.)

_____
_____
_____

Authorization:

First American Title Insurance Company
a Nebraska corporation

By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT “C” TO LETTER OF CREDIT

Bank's Form of Request for Entire Transfer of Credit

Agenda Item: 28R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: May 19, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

FROM: Chris M. Jacques, AICP, Planning and Community Development Director
William Mattingly, P.E., Public Works-Utilities Director

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

SUBJECT: Lone Mountain Waterline Joint Development Agreement

Purpose:

This is a request for City Council to approve the Lone Mountain Waterline Joint Development Agreement, which outlines the city's and the developer's participation in the design and construction of the Lone Mountain 36-inch waterline.

Background/Summary:

The City has been working with the owners of the Vistancia, Lake Pleasant Heights, Saddleback Heights and Trilogy West developments to complete a waterline crossing the Agua Fria River. This new waterline will connect the city's main water distribution system to the water system currently completed within the Vistancia development. More significantly, this waterline will allow the city to convey potable water west of the Agua Fria River to properties within our water service area (see Exhibit 1).

The proposed 36-inch diameter waterline can convey up to 22.8 million gallons per day, which is enough water to serve the average daily demand of 49,000 single family homes. At this time, the only potable water supply for properties west of the Agua Fria River is the city's wellfield completed by Vistancia to service its property. The completion of the Lone Mountain waterline will allow the city to convey our current and future water supplies to support future development in the area.

The waterline will follow the future alignment of Lone Mountain Parkway, and extends from Lake Pleasant Parkway to Loop 303. The portion of the waterline west of Loop 303 was completed when that segment of Lone Mountain Parkway was constructed a few years ago.

The city's Development Agreement with Vistancia tasked that developer with constructing a 16-inch waterline across the Agua Fria River to complete their water supply and distribution system. However, the Development Agreement also allows the City to fund oversizing this

waterline to meet the needs of other properties within our water service area. The proposed Lone Mountain Waterline Joint Development Agreement (JDA) outlines how the City and the developers of Vistancia, Lake Pleasant Heights, Saddleback Heights and Trilogy West will proportionally share in the costs of designing, acquiring land and constructing the Lone Mountain Waterline. Under the JDA, Vistancia will be the Lead Developer responsible for managing the completion of the project.

The total estimated cost of the waterline is $10,624,371, of which the city's share is $3,921,698. Like all the JDA partners, the City will make the first payment for the design and land acquisition costs ($685,316) to an escrow agent once the JDA is executed. The city's next payment for construction ($3,236,381) is expected to be made in January 2016. The waterline is scheduled to be completed at the end of calendar year 2016.

One of the Lake Pleasant Heights land owners (IOTA Purple) is restricted by their ownership structure from directly signing the JDA. The City Council will be asked to enter into a separate agreement with that landowner to have their funds transferred through the City, allowing them to participate in the JDA.

At a future date, the City will also be asked to participate in the Westland Road Reservoir and Booster Station Joint Development Agreement. This will be a regional water distribution facility required to convey the city's current and future water supplies to support future development west of the Agua Fria River. It is anticipated that the Westland Road Reservoir and Booster Station Joint Development Agreement will be brought to Council by the summer of 2015.

Previous Actions:

The City Council previously approved an amended Development Agreement in May 2012, with Vistancia (LCON 14601C) that required the developers to construct a 16-inch waterline across the Agua Fria River. In the March 2014, Development Agreement amendment (LCON 14601D), Vistancia was required to complete the Lone Maintain Waterline by April 2016.

Options:

A: Approve as recommended by Staff; or
B: Approve with modifications; or
C: Deny entering into the agreement

Staff's Recommendation:

Staff recommends the City Council approve the Lone Mountain Waterline Joint Development Agreement, which outlines the city's and the developer's participation in the design and construction of the Lone Mountain 36-inch waterline.

Fiscal Analysis:

The city's financial share of the Lone Mountain waterline cost is estimated to be $3,921,698. This funding is currently identified in the city's Capital Improvement Program under project UT00233.

Narrative:

If the City Council takes action to approve this agreement, Vistancia and the other development partners may move forward with the design, land acquisition and construction of the Lone Mountain 36-inch waterline.

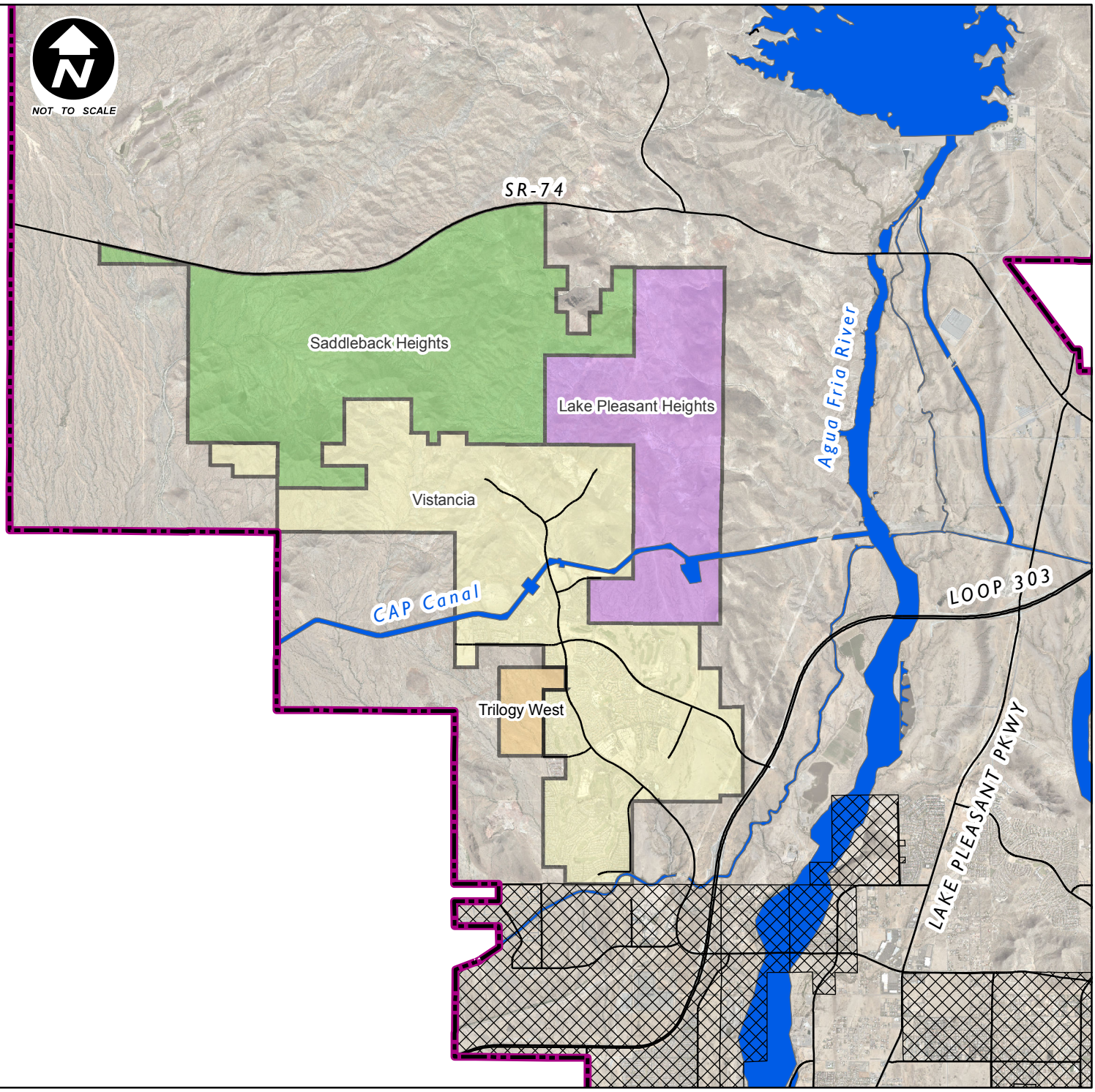
Exhibit(s):

Exhibit 1: Water Service Area
Exhibit 2: Description of Lone Mountain Waterline
Exhibit 3: Allocation of Project Costs table
Exhibit 4: Lone Mountain Waterline Joint Development Agreement

Contact Name and Number: Shawn Kreuzwiesner, Engineering Planning Manger, x7643

EXHIBIT I

General Depiction of City's Water Service Area



- Lake Pleasant Heights
- Saddleback Heights
- Vistancia
- Trilogy West
- Lone Mt. Parkway 36-inch Water Line
- Non-Peoria Water Service Area
- Planning Area

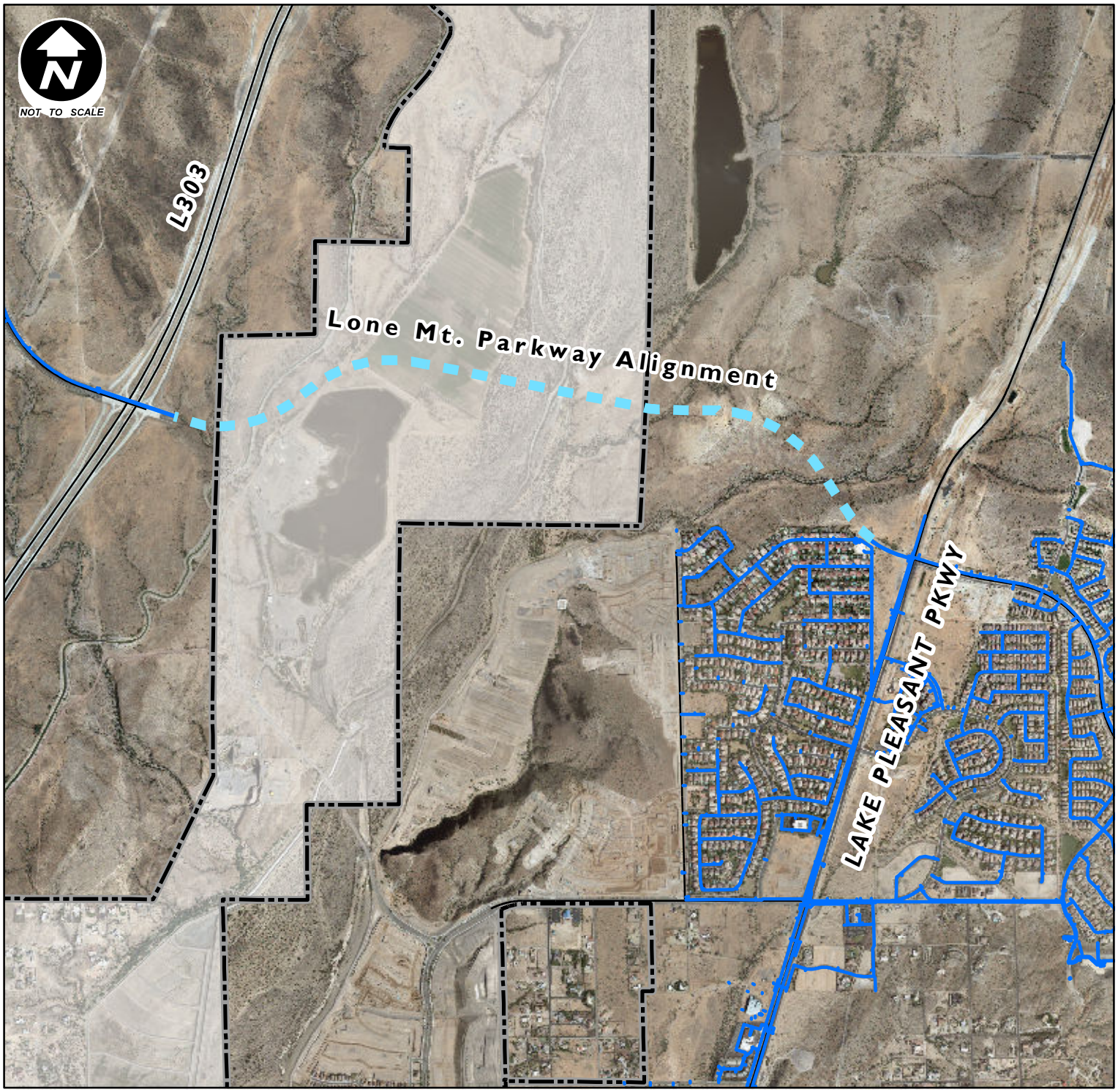
CITY OF PEORIA ARIZONA 1954

GIS GEOGRAPHIC INFORMATION SYSTEMS City of Peoria Arizona

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

EXHIBIT B

Description of Water Transmission Facilities



Lone Mt. Parkway 36-inch Water Line

Peoria Water Distribution Systems

Peoria Corporate Limits

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

EXHIBIT 3 - ALLOCATION EXHIBIT

Project Scope : The project will consist of constructing a 36-inch waterline across the Agua Fria River to connect areas west of the river to Peoria's main water distribution system.

36-inch pipe with a defined capacity of : 22.8 MGD

Design Factors

- based on a maximum velocity of 5 fps
- average day head loss between 1 to 2.5 feet/1,000 feet
- c- factor of 100

COST ESTIMATES			
Lone Mountain Waterline from Loop 303 to LPP	**$ 10,624,371**	***Design/Land***	***Construction***
Prepared by Peoria Engineering Dept Staff - April 24, 2014 *Estimate based on 02-03-2014 design by Goodwin & Marshall*			
Subtotal Project Costs	***$ 10,624,371***	***$ 1,856,608***	***$ 8,767,763***

PROPORTIONAL SHARE OF COSTS					
	Max Day Demand (MGD)	**Proportional % of Capacity**	**Proportional Share of Costs**	***Proportional Share of Design/Land Costs***	***Proportional Share of Construction Costs***
Vistancia (1)	5.2	22.8%	**$ 2,423,102**	*$ 423,437*	*$ 1,999,665*
Trilogy West (2)	0.809	3.5%	**$ 376,979**	*$ 65,877*	*$ 311,102*
Saddleback Heights (3)					
SH - Private	*5.38*	*23.6%*	***$ 2,506,979***	*$ 438,094*	*$ 2,068,884*
Lake Pleasant Heights (4)					
LPH - IOTA Purple	*2.412*	*10.6%*	***$ 1,123,947***	*$ 196,410*	*$ 927,537*
LPH - G3 Noranda	*0.583*	*2.6%*	***$ 271,667***	*$ 47,474*	*$ 224,193*
City of Peoria (5)					
COP - Lands outside participating developments	*8.4*	*36.9%*	***$ 3,921,698***	*$ 685,316*	*$ 3,236,381*
TOTALS	**22.8**	**100.0%**	**$ 10,624,371**	***$ 1,856,608***	***$ 8,767,763***

NOTES

(1) Vistancia's is an ***Average Day Demand*** as required in their Development Agreement with Peoria

(2) Trilogy West demands taken from May 29, 2013 Water Master Plan

(3) Saddleback Heights demands assumes a waster supply for ***7,200 DU's*** and ***5.38 MGD Max Daily Demand*** . This is less than the total demand required to meet the private entitlement of the property as identified in the February 2014 Utility Master Plan (8,269 DU's and 6.16 MGD Max Daily Demand).

(4) Lake Pleasant Heights demands taken from September 2014 Utility Plan

(5) Peoria is funding the cost of oversizing the waterline for Lands outside the participating developments

WHEN RECORDED RETURN TO:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

JOINT DEVELOPMENT AGREEMENT
LONE MOUNTAIN WATER DISTRIBUTION PROJECT

THIS JOINT DEVELOPMENT AGREEMENT (this **"Agreement"**) is made as of the _____ day of _____, 2015 (the "**Effective Date**") by and among VISTANCIA SOUTH, LLC, a Delaware limited liability company ("**Vistancia**" or "Lead Developer" as the context requires); VISTANCIA WEST CONSTRUCTION, LP, a Delaware limited partnership ("**VW**"); GT VENTURES LAKE PLEASANT, LP, a Delaware limited partnership ("**GT Ventures**"); and FIRST AMERICAN TITLE INSURANCE COMPANY a Nebraska corporation, (redomesticated from California effective July 1, 2014) ("**Trustee**"), as Trustee Under Trust No. 4912 and in no other capacity ("**Trust 4912**"), as trustee only, with Southwest Holdings, Inc., an Arizona corporation, Diamond Ventures, Inc., an Arizona corporation and Diamond Equity Pool V, LLC, an Arizona limited liability company as the "Beneficiaries". The Beneficiaries have appointed Diamond Ventures, Inc., an Arizona corporation, as their spokesperson (hereinafter, Trust 4912 shall be referred to as "Diamond"); the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation (the "**City**"); and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "**Escrow Agent**").

The City is entering into this Agreement as both the developer of (i.e., a party having payment and other obligations and related rights under this Agreement with respect to) the oversized capacities in the Water Transmission Facilities (as hereinafter defined) (the City's "**Developer Capacity**") and as a municipal governing authority having regulatory oversight over the design and construction of the Water Transmission Facilities (the City's "**Regulatory Capacity**").

Vistancia, VW, GT Ventures, Diamond, and the City (in its Developer Capacity), are sometimes hereinafter referred to collectively as the "**Developers** or individually as **a Developer**." Vistancia (in both its capacity as a Developer and in its capacity as the initial Lead Developer hereunder), the City (in both its Developer Capacity and its Regulatory Capacity) and the other Developers are sometimes hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Vistancia and/or its affiliates who have signed the "Vistancia Owner Consent" appearing at the end of this Agreement collectively own (subject to prior sales to homebuilders and other third parties that have closed as of the Effective Date) certain real property within the development commonly known as Vistancia, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-1 attached hereto (the "**Vistancia Parcel**").

B. VW owns (subject to prior sales to third parties as of the Effective Date) or has the right to purchase, under one or more real estate option agreements, certain real property within the development commonly known as Trilogy West, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-2 attached hereto (the "**VW Parcel**").

C. IOTA PURPLE, LLC, an Arizona limited liability company ("IOTA PURPLE") owns that certain real property within the development community know as Lake Pleasant Heights, City of Peoria, Maricopa County, Arizona, which real property is legally described in that Partial Amendment to Development Agreement (Lake Pleasant Heights in Peoria, Arizona) dated of even date herewith by and between the City and Iota Purple (the "Iota Parcel").

D. GT Ventures is the successor beneficiary under a deed of trust secured by certain real property within the development commonly known as Lake Pleasant Heights, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-4 attached hereto (the "**GT Parcel**").

E. Diamond owns certain real property within the development commonly known as Saddleback Heights, City of Peoria, Maricopa County, Arizona, as described on Exhibit A-5 attached hereto (the "**Diamond Parcel**").

F. The Vistancia Parcel, VW Parcel, Iota Parcel, GT Parcel and Diamond Parcel, together, are sometimes hereinafter referred to collectively as the "**Property**" and individually as an "**Individual Parcel**."

G. Prior to the date hereof, Vistancia's affiliate, Vistancia Land Holdings, LLC, a Delaware limited liability company ("**VLH**"), entered into that certain Amended and Restated Development Agreement for Vistancia in Peoria, Arizona dated May 1, 2012 and recorded on May 9, 2012 as Document No. 2012-0395094, Official Records of Maricopa County, Arizona as amended, (the "**Vistancia Development Agreement**") with the City and affiliates of VLH, pursuant to which VLH agreed, in addition to other matters, to cause to be constructed and installed certain water system infrastructure to serve the Vistancia Parcel, including the water transmission facilities defined and described in the Vistancia Development Agreement as the "Lone Mountain Waterline" which is planned to extend to a designated water storage reservoir and booster facilities with the purpose of connecting the water distribution system located on the Vistancia Property to the City's main water distribution system. The Water Transmission Facilities to be constructed pursuant to this Agreement include the "Lone Mountain Waterline" to be constructed by VLH pursuant to the Vistancia Development Agreement and the City agrees that upon Final Completion (as hereinafter defined) of the Water Transmission Facilities pursuant to this Agreement, all obligations of VLH (and its affiliates who have entered into the Vistancia Development Agreement) under the Vistancia Development Agreement with respect to construction of the Lone Mountain Water Line shall be deemed satisfied; provided, however, that nothing in this sentence shall release Vistancia from its proportionate share of warranty obligations as described below in this Agreement.

H. Diamond, as the owner of the Diamond Parcel (which is also known as Saddleback Heights) has entered into that certain Amended and Restated Development Agreement for Saddleback Heights dated, July 1, 2014 and recorded on July 8th, 2014 as Document No. 2014-0445126, Official Records of Maricopa County, Arizona (as amended, the "**Saddleback Heights Development Agreement**") with the City, wherein Diamond agreed, in addition to other matters, to pay the full cost of oversizing its proportionate share of the Lone

Mountain waterline (or equivalent waterline) and all related infrastructure and/or services necessary and associated with providing water service to the Diamond Parcel.

I. IOTA PURPLE desired to be a Party to this Agreement, but because of restrictions placed upon them by the ownership structure, they are not permitted to be a signatory to this Agreement. It is acknowledged by all of the Parties hereto that IOTA PURPLE has entered into an agreement with the City of Peoria pursuant to which IOTA PURPLE has approved this Agreement and deposited with the City 110% of the funds that would have been required of it to be paid under this Agreement based on the proportionate share of the anticipated Improvement Costs allocable to the Iota Parcel. As and when any amounts are payable by the Developers under this Agreement, the City will pay (or if required deposit with Escrow Agent) all amounts allocable to the Iota Parcel . All parties acknowledge this situation, and agree that when decisions are made during the implementation of this Agreement the right of IOTA PURPLE to participate in such decisions shall be honored as if they were a Party to (and a Developer under) this Agreement as to the Iota Parcel. IOTA PURPLE will be allowed to vote (as the Developer of the Iota Parcel) in accordance with the voting rights of the Developers as set forth in this Agreement. Any exercise of rights under this Agreement by IOTA PURPLE shall be subject to all terms, conditions and limitations of this Agreement that would be applicable to IOTA PURPLE had it signed this Agreement as a Developer hereunder. IOTA PURPLE is an intended third-party beneficiary of this Agreement. Even though IOTA PURPLE is not a party to, nor a signatory to this Agreement, all references to IOTA PURPLE shall remain in this Agreement and all references to Developers and Developers proportionate shares shall be interpreted as if the owner of the Iota Parcel were included as a Party to this Agreement and that the Iota Parcel was included as one of the Individual Parcels.

J. Prior to the date hereof, VW accepted and agreed to the zoning stipulations contained in Ordinance No.2013-26 approved by City's City Council on December 10, 2013 and recorded on January 6, 2014, as Document No.20140008126, Official Records of Maricopa County, Arizona (as amended, the "**Trilogy West Zoning Stipulations**") providing for VW and its affiliates to participate in the cost of the Lone Mountain Waterline and all related infrastructure and/or services necessary and associated with providing water service to the VW Parcel.

K. The City has jurisdiction to provide domestic water delivery services over the North West Peoria Service Area (generally located West of the Agua Fria River) as more particularly described on Exhibit A-6 attached hereto (the "**Service Area**").

L. City's water master plan envisions the City operating a regional water system constructed as build out requires. Additional water transmission facilities, other than those identified in this Agreement, are planned for future construction but are not subject to this Agreement.

M. Vistancia, VW, Iota, GT Ventures, and Diamond desire to participate in the funding of the design and construction of a major water distribution line (commonly referred to as the "**Lone Mountain Water Distribution Project**") complete with appurtenant facilities such as pumping stations valves and storage, all as more particularly described on Exhibit B attached hereto (the "**Water Transmission Facilities**") with capacity to provide the Maximum Daily Demand (or in the case of Vistancia, Average Daily Demand) of development within each such Developer's respective Individual Parcel, in either case as defined in the applicable development

agreement with the City and/or water master plan approved by the City. The City desires to join in this Agreement in its Developer Capacity and to fund the costs of proportionally oversizing the Water Transmission Facilities to accommodate demand generated from future development within the Service Area, including, but not limited to the State Lands. The City reserves the right to require Developers to increase/oversize their respective water and wastewater systems to accommodate other developments. The incremental cost between what is needed to serve an individual development and the oversizing will be the responsibility of the City. The City will own such oversized capacity and may charge and collect fees from other parties seeking the use such oversizing.

N. The Developers (including the City in its Developer Capacity) desire to designate Lead Developer as the party responsible for the coordination, administration, direction and oversight of the design, land acquisition, construction and installation of the Water Transmission Facilities. The Parties have prepared a budget for the Improvement Costs (as defined below), a copy of which is attached hereto as Exhibit C (the "**Budget**"). Under the terms of this Agreement, each Developer (including the City in its Developer Capacity) shall bear its proportionate share of the Improvement Costs in the percentages more particularly described on Exhibit D attached hereto (the "**Capacity Allocation**"). Exhibit D may also be referred to in this Agreement as the "**Allocation Exhibit**."

O. Once the Water Transmission Facilities are complete and operational, the conveyance capacity of the Water Transmission Facilities will be allocated by the City among the Developers in accordance with and in the percentages and demand amounts shown in the Capacity Allocation set forth in Exhibit D. Such allocation does not convey any ownership interest in the Water Transmission Facilities; instead, such allocation shall allow development within each Individual Parcel to use conveyance capacity in the Water Transmission Facilities and the City to allocate conveyance capacity to other developments within the Service Area, all in accordance with the Capacity Allocation in Exhibit D.

P. The Water Transmission Facilities are to be constructed over and under real property more particularly described on Exhibit E attached hereto (the "**Lone Mountain Water Line Easement**"). More specifically, portions of the Lone Mountain Water Line Easement are on state trust lands owned by the State of Arizona; on land owned by the United States and its agencies; on land owned by other political subdivisions, the State of Arizona and/or on private property owned by third parties that are not Parties to this Agreement. As a result, it will be necessary to secure right of way for the Lone Mountain Water Line Easement as hereinafter provided in this Agreement.

Q. Among other things, the purpose of this Agreement is to: (a) establish an orderly plan for the approval, design, construction, installation and payment of costs of the Water Transmission Facilities; (b) provide for the acquisition of, and conveyance to the City of the right of way for the Lone Mountain Water Line Easement; (c) allocate capacity in the Water Transmission Facilities to the Individual Parcels, (d) allocate the cost of the Water Transmission Facilities and the cost of the right of way for the Lone Mountain Water Line Easement among the Developers, and establish a mechanism for the funding of such costs, and (e) delegate to Lead Developer the authority and obligation to coordinate, administer, direct and oversee the construction and installation of the Water Transmission Facilities and the funding of costs among the Developers, all subject to and in accordance with the terms and conditions of this Agreement.

R. The Parties acknowledge that the oversized portion of the Water Transmission Facilities that is being paid for by the City may benefit land located within the City's Service Area other than the Property described herein, and that the City is participating in this Agreement in its Developer Capacity to cause the Water Transmission Facilities to be oversized to accommodate future projected development within the City's Service Area. The allocation of any oversized capacity in the Water Transmission Facilities to other property located within the City's Service Area shall be at the City's sole discretion.

S. The Parties acknowledge that the City acts in both its Developer Capacity and its Regulatory Capacity under this Agreement. The implementation of the City responsibilities in its Regulatory Capacity is within City's sole discretion.

T. The Parties hereto acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes (A.R.S.) Section 9-500.05, and that, in accordance therewith, this Agreement shall be recorded against the interests of the Parties hereto, to give notice to all persons of the existence of this Agreement and of the Parties intent that the burdens and benefits contained herein be binding upon and inure to the benefit of the Parties and all of their successors in interest and assigns, subject to the provisions of Section 19 below. Notwithstanding anything to the contrary contained in this Agreement, within ten (10) days after the one year anniversary of the Final Completion (as defined in herein) of the Improvements as reflected in the City's letter of acceptance of the Lone Mountain Water Distribution Line ("the **Automatic Termination Date**"), the Parties shall join in the execution of, and shall record, an instrument terminating this Agreement. Notwithstanding the foregoing, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, notwithstanding anything contained herein to the contrary, after the Automatic Termination Date the Agreement on title to the Property will automatically terminate regardless of recordation of any further document or instrument. Any third party may rely on the City letter of acceptance for confirmation of Final Completion and determination of the Automatic Termination Date.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (the terms of which are agreed to by the Parties as if fully set forth in this Agreement), the mutual agreements, covenants and promises contained in this Agreement and other good and valuable consideration, the receipt, sufficiency and validity of which is hereby acknowledged, the Parties agree as follows:

1. Assurances.

(a) Allocation of Capacity. Each of the Developers under this Agreement is allocated the right to access a proportionate share of conveyance capacity from the Water Transmission Facilities in accordance with the Capacity Allocation set forth on Exhibit D. This allocation of conveyance capacity shall survive Final Completion and any termination of this Agreement. After full payment by a Developer of all amounts payable by such Developer pursuant to this Agreement and after acceptance of the Water Transmission Facilities by the City, in its Regulatory Capacity, that individual Developer may voluntarily elect to release and

convey to the City all or a portion of its right to access conveyance capacity as set forth in Exhibit D, Capacity Allocation. The release and conveyance shall be done by a bill of sale to the City and shall not result in any right to additional compensation or payment by City for the portion of the conveyance capacity to be released. The capacity released to the City by a Developer shall be treated as excess capacity owned by the City.

(b) Community Facilities Districts. An individual Developer may assign its obligations to pay Improvement Costs under this Agreement and its right to access a proportionate share of conveyance capacity in the Water Transmission Facilities as provided in this Agreement to a Community Facilities District. As used herein Community Facilities District (or "**CFD**") shall mean a district organized under Title 48, Section 701, et seq, Arizona Revised Statutes and approved by the City that covers such assigning Developer's Individual Parcel pursuant to a development agreement between the Community Facilities District and the City and an assignment agreement between Developer (or the then owner of the Individual Parcel) and the CFD and approved by the City. This provision does not create any rights to access a proportionate share of conveyance capacity under this Agreement to any property included in a Community Facilities District approved by the City that is not specifically described and included in Exhibits A 1 – 5. Nothing in this provision shall be construed to require the City to exercise its legislative authority to form a Community Facilities District.

(c) Cooperation. The Developers agree to cooperate with each other and with Lead Developer, and to support the efforts of Lead Developer consistent with this Agreement, as reasonably necessary or appropriate to facilitate the design of the Water Transmission Facilities, the acquisition of the right of way for the Lone Mountain Water Line Easement and installation and construction of the Water Transmission Facilities in accordance with the Approved Plans and Specifications (as defined below). The foregoing duty of cooperation shall include, but is not limited to, each Developer executing and delivering all documents and performing all acts as are reasonably requested by Lead Developer and/or the City to facilitate the Lead Developer's obligations under this Agreement. The execution of this Agreement by a Developer constitutes a representation and warranty to the Parties by such Developer of its commitment and ability to finance its proportionate share (as set forth on the Allocation Exhibit) of the Improvement Costs for its Individual Parcel.

(d) Limitation of Scope. The Parties acknowledge and agree that except for the Water Transmission Facilities, each Developer (or the then owner(s) of the Individual Parcel) shall be responsible for the construction and installation of, and the costs and expenses related to, all on-site and off-site improvements to be constructed or installed within its respective Individual Parcel. In addition, each Developer (or the then owner of the Individual Parcel) shall be responsible for payment of any utility deposits and charges, including hookup, tap and license fees for all utility service to the Developer's Individual Parcel, and any costs or charges for meters and utility services and arrangement for utility service during any period of construction activity by Developer on the Developer's Individual Parcel, and the bringing of all utilities and utility lines to such Developer's on-site improvements within that Developer's Individual Parcel.

(e) Developer Rights. Participation in the Improvement Costs of the Water Transmission Facilities pursuant to Exhibit D, Capacity Allocation does not result in any ownership of the Water Transmission Facilities or the associated conveyance capacity by the Developers other than the City, but serves as demonstration of the Developers having met their

obligations for cost participation in and/or provision of the Water Transmission Facilities necessary for the development of each Developer's Individual Parcel.

(f) Oversizing. Each Developer shall receive the ability to access capacity in the Water Transmission Facilities as set forth on Exhibit D, Capacity Allocation and subject to such Developer's full compliance with the terms of the Agreement. That proportion of capacity indicated on Exhibit D, Capacity Allocation as oversized capacity or as the City's proportionate share, and any capacity forfeited by a Developer for non-compliance with the terms of this Agreement, shall be deemed as oversized capacity.

2. Lead Developer.

(a) Responsibilities of Lead Developer. Lead Developer shall coordinate, administer and oversee the preparation and implementation of all applications, filings, submittals, plans and specifications for the Water Transmission Facilities, budgets, timetables and other documents pertaining to the design, construction and installation of the Water Transmission Facilities, and shall coordinate, administer and oversee the physical construction of the Water Transmission Facilities for the Property, all in accordance with and subject to the terms and conditions of this Agreement and in accordance with adopted standards for such projects established by the City in its Regulatory Capacity. Lead Developer, subject to the approval of the City, may engage (i) architects, engineers, consultants and other design professionals who shall, in accordance with the terms and conditions of this Agreement, be responsible for the design and/or engineering required for the Water Transmission Facilities and any plans and specifications relating to the Water Transmission Facilities, and (ii) contractors and subcontractors who shall be responsible for the construction of the Water Transmission Facilities. In this regard, Lead Developer has engaged Goodwin and Marshall and intends to engage Wilson Engineering, Slater Hanifan Group, Logan Simpson Design, Inc., and Alpha Geotechnical & Materials, Inc. (individually "**Consultant"** and collectively "**Consultants**") to assist Lead Developer in performing its duties, obligations and responsibilities under this Agreement. Lead Developer agrees to not terminate or replace either Consultant, unless such termination or replacement is approved in advance by the City. Such approval shall not be unreasonably withheld by the City. In addition, Lead Developer shall provide to the City such information as the City may request in order to support those planned expenditures identified in the City's Infrastructure Improvements Plan for the construction and installation of the Water Transmission Facilities.

(b) Selection of Contractors - Bid Procedures. Lead Developer shall be responsible for bidding the work comprising the Water Transmission Facilities. Lead Developer shall publicly bid the Water Transmission Facilities in a commercially reasonable manner and in accordance with the provisions of Arizona Revised Statutes Section 34-201, et. seq. (the "**Public Bidding Process**") and Lead Developer shall coordinate with City staff to ensure compliance with the Public Bidding Process. The Lead Developer, subject to the consent of the City, shall select the lowest responsive, responsible bid based on cost, timing, experience, reputation and any other commercially reasonable factors. The City shall provide written notice (a "**Notice of Bid Selection**") to the Developers of any bid selected by the Lead Developer and approved by the City, which notice shall identify the selected bidder and shall be accompanied by a copy of the selected bid in a form that lists the costs and quantities of all items relating to the Water Transmission Facilities (i.e., the unit prices therefore and the number of units required). Following delivery of a Notice of Bid Selection, each Developer

shall have five (5) business days after City's delivery of the Notice of Bid Selection to object to the selected bid identified therein, by delivery of written notice of objection (a "**Notice of Bid Objection**") to the City. The Notice of Bid Objection shall explain the reasons for the objection to the subject bid in reasonable detail. City shall furnish to each Developer a copy of any Notice of Bid Objection received by City from any other Developer. If no Developer timely gives a Notice of Bid Objection to City, the applicable bid shall be deemed approved by the Developers. Five (5) City business days after the City's delivery to the Developers of the copy of a Notice of Bid Objection received by the City, Lead Developer, the City, the Developer filing the Notice of Bid Objection and the other Developers shall meet to review the applicable bid. The bid shall be deemed approved by all Parties if, following such meeting, either (i) the Lead Developer and City approve the bid, or (ii) the City elects to override the Lead Developer and approve the bid, which election may be made by the City only if the City reasonably determines that there is a material financial or operational impact on the City if the bid is not approved. In the alternative, following such meeting, the City may in its sole discretion direct that the initial bids be rejected, in which event, Lead Developer shall re-bid the Water Transmission Facilities (or the work/component thereof that is the subject of the disputed bid, as applicable) in accordance with the provisions of this Section 2(b). The provisions of this Section 2(b) shall again apply to govern the approval process for any bid to be selected as the result of such re-bid.

(c) Contracts of Work. Lead Developer, in consultation with the City, shall prepare Construction Contracts (as hereinafter defined). Subject to the criteria and notice rights of the Developers as provided in this Section 2(c), Lead Developer, subject to the approval of the City, shall have the right to pursue and negotiate the contracts and agreements for the design, work and materials comprising the Water Transmission Facilities (such contracts and agreements being referred to herein as "**Construction Contracts**" and the design firm, engineer, contractor, subcontractor, or material supplier who is a party thereto being referred to herein as the "**Contractor**") as Lead Developer and the City deem necessary or appropriate in their commercially reasonable discretion. Lead Developer shall require each Construction Contract to provide for, in addition to other matters, the following basic terms (collectively, the "**Basic Terms**"): (i) for the Contractor under the Construction Contract (and its subcontractors) to maintain the amounts and types of insurance coverages described on Exhibit I, Subsection A-Contractor's Insurance, attached to this Agreement, and for the City and each other Developer to be named as an additional insured on such insurance policy obtained by the Contractor pursuant to the Construction Contract, and to provide for the delivery of a copy of such Contractor's insurance policy and additional insured certificate to the City, (ii) to name the City and the Developers as being specifically entitled to the benefit of all insurance, warranty and indemnity provisions thereof, (iii) to allow for the assignment of Lead Developer's rights to a Replacement Lead Developer in the event Lead Developer is replaced pursuant to Section 5(c), (iv) to provide that Lead Developer is not the "Prime Contractor" and shall not be acting as a prime contractor as defined in A.R.S. § 42-5075, (v) to provide for the language required by the last sentence of Section 2(d) below, and (vi) to provide for the execution thereof only by the Lead Developer, with an acknowledgement by the Contractor of the existence of this Agreement and an agreement by the Contractor that the Lead Developer shall be liable for the costs and other amounts payable to the Contractor only to the extent that funds are actually disbursed to the Lead Developer pursuant to Draw Requests submitted hereunder that include such costs and other amounts. The form of each Construction Contract shall be subject to review and reasonable approval by the City, which approval shall not be unreasonably withheld or delayed, but shall be withheld if the

Construction Contract does not contain the Basic Terms set forth in this Section above. The Parties hereby agree not to hold the City and/or the Lead Developer liable for work performed under any Construction Contract, except to the extent arising from the gross negligence or willful misconduct of Lead Developer, or except to the extent that Lead Developer without the approval of the City instructs any Contractor to materially deviate from the Approved Plans and Specifications, unless such deviation is otherwise approved by the City (in its Regulatory Capacity) and by the Developers in accordance with the terms of this Agreement.

(d) Indemnity; No Warranty from Lead Developer. The Developers, (including the City in its Developer Capacity and Vistancia in its capacity as a Developer hereunder) shall severally (and not jointly) indemnify, defend and hold the City and/or the Lead Developer harmless for, from and against all third party claims, costs, damages, demands, expenses and liabilities (including reasonable attorneys' fees and costs) which the City and/or Lead Developer may incur or sustain in connection with this Agreement or as a result of any court action arising therefrom, except any claims arising out of City's and/or the Lead Developer's gross negligence or willful misconduct under this Agreement. The indemnity obligations under this Section 2(d) shall be allocated among the Developers in the same proportion as each Developer is sharing in the Improvement Costs as listed on the Allocation Exhibit. The indemnity obligation of the Developers under this Section 2(d) shall not include third party claims, costs, damages, demands, expenses and liabilities (including reasonable attorneys' fees and costs) that the City may incur solely and completely as the result of the City's decision to oversize the conveyance capacity under this Agreement of indemnity, any and all of which shall be the sole responsibility of the City. The indemnity obligation of the Developers under this Section 2(d) shall include, without limitation, claims arising from errors in Approved Plans and Specifications or failure of the Water Transmission Facilities to be constructed pursuant to the Approved Plans and Specifications, except to the extent that Lead Developer instructs any contractor to materially deviate from the Approved Plans and Specifications, unless such deviation is required by the City (in its Regulatory Capacity) or otherwise approved by the Developers in accordance with the terms of this Agreement. Lead Developer makes, and each of the Developers receives, no warranty, either express or implied, from Lead Developer with respect to the Water Transmission Facilities (including, but not limited to, any warranty of merchantability or fitness for any particular purpose), and such warranties are hereby expressly excluded and disclaimed by each of the Developers. Nothing herein releases Lead Developer and any other Developer from and all warranties required by the City's adopted standards for public works projects, it being agreed that such warranty liability shall be several and not joint and shall be allocated among the Developers in accordance with the Allocation Exhibit. Lead Developer shall have no liability relating to defects and/or the quality of workmanship or materials in any of the Water Transmission Facilities or otherwise in connection with any work done or materials supplied by any engineer, contractor, material supplier, service provider or other party pursuant to a Construction Contract, (provided, however, that the Lead Developer in its capacity as a "Developer" under this Agreement shall be responsible for its proportionate share of liability for warranties imposed by the City for public works projects as described in the preceding sentence), each Developer hereby releasing Lead Developer and agreeing that it shall only have the right to pursue an action against the engineer, contractor, material supplier, service provider or other party to the Construction Contract, as applicable, respecting such claims and not Lead Developer. In no event shall the foregoing provisions be deemed to release Vistancia from its obligations as a Developer hereunder, and Vistancia shall remain responsible, in its capacity as a Developer, for its obligations as a Developer to deposit funds as required

pursuant to the terms of this Agreement and to otherwise comply with all of its obligations as a Developer under this Agreement. Neither Lead Developer, the City, nor any other Developer, shall have the right to release any engineer, contractor, material supplier, service provider or other party to a Construction Contract from any claim, liability or obligation owing to another Party, without the consent of such other Party, and each Construction Contract shall expressly reflect same.

(e) Status. Lead Developer shall consult regularly with the Consultants and the City and shall have periodic meetings (as any Party shall reasonably request) with the Parties and/or the designated representative(s) of the Parties (as described in Section 12 below) and shall keep the Parties reasonably informed concerning the activities and progress of the Water Transmission Facilities, including, but not limited to, providing the Parties copies of all applications, submittals, filings, approvals, agreements and/or other significant documents or instruments relating to the construction and installation of the Water Transmission Facilities. Lead Developer shall cause the Consultants to be reasonably available to meet with the City individually and/or with the Parties and/or the designated representative(s) of the Parties.

(f) Right of Way Acquisition.

(1) Interests in Public Land. Vistancia has agreed to provide the City with pre-funding (i.e. funding prior to the full execution of this Agreement by the Parties) and related support (including but not limited to preparing legal exhibits and environmental reports) necessary to enable City to acquire the interests the City deems appropriate and necessary in its discretion ("**Public Right of Way**") in real property owned by the United States and its agencies, State of Arizona and any political subdivision of the State of Arizona (collectively, "**Public Landowners**") along the proposed alignment described in Exhibit E to cross such real property owned by Public Landowners for construction, maintenance and operation of the Water Transmission Facilities. Amounts paid by Vistancia in connection with the foregoing shall be part of the "Improvement Costs" to be reimbursed by the Developers in accordance with this Agreement. The portion of the Water Transmission Facilities on State Trust Lands shall be located within a forty (40) foot wide Public Right of Way, and the portion of the Water Transmission Facilities on real property owned by other Public Landowners shall be located within a thirty (30) foot wide Public Right of Way. The acquisition costs of the Public Right of Way shall be allocated among the Developers as follows:

The Developers (including the City in its Developer Capacity) shall be responsible for eighty percent (80%) of the acquisition cost of a thirty (30) foot Public Right of Way, which shall be allocated among such Developers in accordance with their respective shares as set forth in Exhibit D, Capacity Allocation;

The City shall be responsible for and shall pay as and when due one hundred percent (100%) of the Public Right of Way acquisition costs in excess of the amount allocated to the Developers as described above (including, but not limited to, all costs associated with acquisition of construction easements or slope easements).

The acquisition costs described in this subsection (1) shall include all costs incurred to obtain the necessary project approvals and clearances from all governmental agencies having jurisdiction,

as well as costs of preparing legal exhibits and environmental reports for the Public Right of Way described in this subsection. Upon execution of this Agreement by the Parties, Vistancia shall have the right to submit an invoice and receive reimbursement (other than for its proportionate share) for funding that has then been provided by Vistancia for the costs described in this subsection (1); and, thereafter, such costs shall be funded by the Developers (including the City) as an Improvement Cost in accordance with this Agreement.

(2) Interests in Private Land. Vistancia shall use its commercially reasonable efforts to acquire temporary or permanent easements (including, but not limited to, construction and/or slope easements) which in the City's judgment are necessary to construct, operate and maintain the Water Transmission Facilities on real property owned by private property owners, including, but not limited to, any Developer (collectively, "**Private Landowners**") along the proposed alignment described in Exhibit E (the "**Private Right of Way**"). Such easements, and the title to the real property on which they are located, shall be in form satisfactory to the City. The portion of the Water Transmission Facilities on real property owned by Private Landowners shall be located within a thirty (30) foot wide Private Right of Way. Vistancia shall cause easements for the Private Right of Way to be granted to the City upon the acquisition of such easements by Vistancia. In the event that Vistancia is unable to reach agreement with one or more Private Landowners, the City may exercise its right of eminent domain to acquire the Private Right of Way in accordance with adopted City Council policy, with all expense of such eminent domain procedures to be borne by the Developers (including the City in its Developer Capacity) as an Improvement Cost as hereinafter provided. The acquisition cost of the Private Right of Way (whether acquired by Vistancia or by the City through exercise of its right of eminent domain) as described herein (including, but not limited to construction and/or slope easements) shall be allocated among the Developers (including the City in its Developer Capacity) as part of the Improvement Costs in accordance with their respective proportionate shares set forth in Exhibit D, Capacity Allocation.

(g) Defined Term. The Public Right of Way and the Private Right of Way are sometimes collectively referred to in this Agreement as the "**Right of Way**."

3. Compensation. Lead Developer shall be entitled to receive a project management fee of one and one half percent (1.5%) of the awarded contract amount (i.e., the total amount payable to the Contractor under each Construction Contract) for its construction management services and administrative services performed under this Agreement. Such fee shall be paid in installments as part of each Draw Request (as hereinafter defined) submitted by Lead Developer hereunder, with each installment to be in an amount equal to one and one half percent (1.5%) of the Construction Contract amount billed pursuant to such Draw Request.

4. Plans and Specifications.

(a) Plans and Specifications for the Water Transmission Facilities. The plans and specifications for the Water Transmission Facilities, as and to the extent prepared as of the date of this Agreement (collectively, the "**Draft Plans**") are described on Exhibit G attached hereto. Lead Developer shall administer and coordinate the completion and submission of the Draft Plans to the City (in its Regulatory Capacity) and to all other utility, governmental or quasi-governmental entities having jurisdiction over the Water Transmission Facilities (collectively, and as applicable, the "**Governing Authorities**") for final approval (as finally approved by the City (in its Regulatory Capacity) and all other Governing Authorities,

the "**Approved Plans and Specifications**"). Lead Developer shall endeavor to cause Substantial Completion and Final Completion (as such terms are defined below) of the Water Transmission Facilities in substantial accordance with the Approved Plans and Specifications, in a good and workmanlike manner, in compliance with applicable requirements of the City and all other Governing Authorities (to the extent applicable) and, subject to the payment by each Developer, including the City in its Developer Capacity, of its respective proportionate share (as identified on the Allocation Exhibit) of the Improvement Costs. Payment by each Developer of the amounts owed hereunder shall be made unconditionally; and the Escrow Agent (as hereinafter defined) shall receive such payments and shall negotiate all such payments from the Developers and shall make payment for Improvement Costs and any other amounts to be paid from Developer funds pursuant to this Agreement.

(b) Changes to Plans and Specifications. If Lead Developer makes changes or modifications that materially deviate from the Draft Plans, or if after the City's final approval of the Approved Plans and Specifications, Lead Developer makes a determination that the Approved Plans and Specifications need to be amended (a **"Plan Change"**), then except as set forth in this Section 4(b), Lead Developer shall provide written notice of the change (a "**Notice of Plan Change**") to each Developer and the City, if such change is not the result of the City's action in its Regulatory Capacity. The Notice of Plan Change shall describe the modification to the Draft Plans (or the Approved Plans and Specifications, as applicable), requested by Lead Developer and the Lead Developer's good faith estimate of the adjustments to the Improvement Costs resulting from such Plan Change. The Notice of Plan Change provided to the City shall include all back up information required by the City. Each Developer shall have three (3) City business days after receipt of the Notice of Plan Change to provide written notice to Lead Developer, the other Developers and the City of its objection to the proposed Plan Change (a "**Notice of Plan Change Objection**"). The Notice of Plan Change Objection shall explain the reasons for the objection(s) to the Plan Change in reasonable detail. Lead Developer shall furnish to the City a copy of any Notice of Plan Change Objection received by Lead Developer from any other Developer. If no Developer timely gives a Notice of Plan Change Objection to Lead Developer, the Plan Change shall be deemed approved by the Developers, subject to the City's authority over such Plan Change in its Regulatory Capacity. Three (3) City business days after delivery to the Lead Developer of a Notice of Plan Change Objection, Lead Developer and the City shall meet to approve or reject the Plan Change, unless such Plan Change creates a revision to the Budget and corresponding Overrun Line Item which shall be then be subject to approval pursuant to the provisions of Section 6(e) below. The Plan Change shall be deemed approved if the Lead Developer and the City vote to approve the Plan Change. In the event of a deadlock, the City's decision on the Plan Change shall govern. Each Developer shall be responsible for its proportionate share (as set forth on the Allocation Exhibit**)** of the costs of any Plan Change provided that the funds collected by the City from IOTA PURPLE are sufficient to cover the proportionate share of such increased cost allocable to the Iota Parcel and the City has deposited such amount with Escrow Agent.Changes Required by Governing Authorities. Notwithstanding the provisions of Section 4(b) to the contrary, Lead Developer shall have the right to implement a Plan Change without obtaining any consent or approval by the Developers, if the Plan Change is ultimately required by the City (in the City's Regulatory Capacity) or other Governing Authorities. In the event Lead Developer unilaterally implements a Plan Change in accordance with the provisions of the immediately preceding sentence, Lead Developer shall provide written notice thereof to each Developer, which notice shall include the same information set forth in a Notice of Plan Change. Each Developer shall be responsible for its proportionate share (as set

forth on the Allocation Exhibit) of the costs of any such Plan Change unless such Plan Change creates a revision to the Budget and corresponding Overrun Line Item which shall be then be subject to approval pursuant to the provisions of Section 6(e) below.

(d) Deemed Acceptance. Each Developer shall be responsible for its proportionate share (as set forth on the Allocation Exhibit) of the costs of any Plan Change unless such Plan Change creates a revision to the Budget and corresponding Overrun Line Item which shall be then be subject to approval pursuant to the provisions of Section 6(e) below. Notwithstanding any provision in this Agreement to the contrary, by executing this Agreement, each Developer (other than the City, in its Regulatory Capacity) shall be deemed to have accepted and approved the Draft Plans as they exist on the Effective Date. The City's acceptance of the Draft Plans shall occur if at all in its Regulatory Capacity in accordance with the City's review and approval procedures. Lead Developer agrees to provide Developers with copies of any Draft Plans and Specifications, Approved Plans and Specifications, applications and other submittals pertaining to the Water Transmission Facilities, promptly after such materials are submitted to the City from time to time.

(e) Payment Requirements. Initial funding by the Developers (including the City and the funding by the City of the amounts allocable to the Iota Parcel) of the Escrow Account defined and described in Section 7 below shall occur in two phases, as described below:

(i) Design and Right of Way Costs. Within ten (10) days after notice from the City that the design phase of the Water Transmission Facilities is ready to commence or has commenced, each Developer (including the City on its behalf and on behalf of the Iota Parcel) shall contribute its proportionate share, as set forth in the Allocation Exhibit, of the estimated cost (as set forth in the Budget) of engineering and design of the Water Transmission Facilities and acquisition of Right of Way, including cost of land, appraisals, title insurance and other reasonably related costs.

(ii) Remainder of Improvement Costs. Within ten (10) City business days after receipt of notice from the City representing to the Developers that the construction phase of the Water Transmission Facilities is Ready to Commence, each Developer (including the City on its behalf and on behalf of the Iota Parcel) shall contribute its proportionate share (as set forth in the Allocation Exhibit) of the remainder of the estimated Improvement Costs and contingency (each as set forth in the Budget). "Ready to Commence", as used in this Agreement, means the City has confirmed that: (i) all Right of Way and temporary or permanent easements (including, but not limited to, construction and/or slope easements) necessary to construct, operate and maintain the Water Transmission Facilities has been acquired and paid for; (ii) the Improvement Costs contemplated by the Budget is sufficient to complete construction of the Water Transmission Facilities; (iii) all necessary plans and specifications for the Water Transmission Facilities have been fully prepared and approved by the City and all other Governing Authorities from whom approvals are required to be obtained; (iv) all permits required to construct the Water Transmission Facilities have been issued by the City and all other applicable Governing Authorities; (v) all Construction Contracts (containing at a minimum the Basic Terms) needed to complete all aspects of construction of the Water Transmission Facilities have been approved, are in final form and ready to be executed by all necessary parties thereto; (vi) the City Council has duly adopted a current annual budget and appropriation of funds sufficient to meet all of the City's obligations under this Agreement; and (vii) all other

requirements necessary to begin and complete construction without delay shall have been completed.

Each contribution described above shall be made by each Developer to the Escrow Account established with the Escrow Agent for this purpose, pursuant to Section 7 below, and in accordance with the requirements of Section 7. The failure by any Developer to contribute its proportionate share in full to the Escrow Agent as and when required by this Agreement shall be deemed a breach of this Agreement and the conveyance capacity in the Water Transmission Facilities assigned to such Developer shall be deemed to have automatically transferred to the City, subject to the provisions of Section 18(a) below.

5. Construction of Water Transmission Facilities.

(a) Definitions. As used herein, the following terms shall have the meanings set forth below:

"**Substantial Completion**" of the Water Transmission Facilities shall be deemed to have occurred for purposes of this Agreement when (A) the Water Transmission Facilities have been substantially completed in accordance with the Approved Plans and Specifications for the Water Transmission Facilities and City has agreed that the Water Transmission Facilities are substantially complete and authorizes a Consultant to certify to each Developer that the Water Transmission Facilities have been completed in substantial accordance with the Approved Plans and Specifications, subject only to so-called "**Punch List Items**." Substantial Completion does not obligate the City (in its Regulatory Capacity) to accept the Water Transmission Facilities.

"Final Completion" of the Water Transmission Facilities shall be deemed to have occurred for purposes of this Agreement when: (A) Substantial Completion of the Water Transmission Facilities has occurred in accordance with Section 5(a)(i), and (B) Lead Developer has submitted a final Draw Request in accordance with the provisions of Section 7(f)(vi) below, and (C) Lead Developer has caused to be completed any so called "**Punchlist Items**" with respect to the Water Transmission Facilities, and (D) the Water Transmission Facilities have been finally accepted by the City (in its Regulatory Capacity) and all other applicable Governing Authorities, as the case may be, each as confirmed in writing by City and/or other applicable Governing Authorities, and (E) copies of final unconditional mechanics' lien waivers in statutory forms from all applicable contractors and any other person or entity who performed any of the work or provided any materials comprising the Water Transmission Facilities and who previously served preliminary twenty (20) day notices pursuant to A.R.S. §33-992.01 have been delivered to the Developers (or Lead Developer has bonded over any disputed liens that the City has agreed should be disputed in accordance with the "lien dispute procedure" set forth below), (F) Lead Developer has delivered to the Developers copies of any letters provided by any Consultant to the City or other Governing Authorities indicating that the Water Transmission Facilities (or certain components thereof) have been completed in accordance with the Approved Plans and Specifications, (G) Vistancia has caused the Right of Way (and the Water Transmission Facilities located thereon) to be granted, dedicated and/or conveyed to the City in the manner provided for in this Agreement. and (H) Final "As Built" plans, specifications and drawings for the Water Transmission Facilities have been submitted to and approved by the City (in its Regulatory Capacity). The "lien dispute procedure" referred to in item (E) above shall be as follows: (i) Lead Developer shall provide notice to the City of any lien that the Lead Developer believes should be disputed, (ii) within three (3) City business days thereafter, the Lead Developer and the City shall meet to determine

the validity of the disputed lien, and the decision of the City shall govern in the event of any disagreement, and (iii) if the City agrees that such lien should be disputed, then the Lead Developer shall bond over the disputed lien in accordance with applicable law and the cost of such bond shall be part of the Improvement Costs to be allocated among the Developers hereunder.

"**Force Majeure Delay**" shall mean a delay in progress of construction of the Water Transmission Facilities due to weather, acts of God, unavailability or shortage of labor or materials, national emergency, fire or other casualty, natural disaster, war, terrorist acts, delays or actions of Governing Authorities, not reasonably anticipated, riots, acts of violence, labor strike, injunctions in connection with litigation, failure of any Developer (other than the Lead Developer, if it is a Developer hereunder) to pay any amount due under this Agreement as and when required hereunder, the existence of a Dispute (as hereinafter defined) between one or more Parties which prevents Lead Developer from proceeding with design or construction of the Water Transmission Facilities or other any cause not within the reasonable anticipation and control of Lead Developer if funds under this Agreement have been made available to Lead Developer for such payment. Notwithstanding the foregoing sentence, delay caused by Lead Developer's failure to pay amounts it owes (either in its capacity as a Developer or amounts owed to contractors and subcontractors that are to be paid with funds made available to Lead Developer under this Agreement) shall not constitute a Force Majeure Delay. Notwithstanding any provision in this Agreement to the contrary, a Force Majeure Delay shall only be valid and effective if Lead Developer provides written notice to the City within fifteen (15) City business days after a condition occurs that justifies the Force Majeure Delay. The written notice of the Force Majeure Delay shall explain in reasonable detail the condition that justifies the Force Majeure Delay. Lead Developer shall use its commercially reasonable efforts to assure that the length of any particular Force Majeure Delay shall not last in excess of one hundred and eighty (180) calendar days, unless the City agrees to an extension of this period; provided however, that the Parties acknowledge that Lead Developer cannot (and does not) guarantee that such commercially reasonable efforts will be successful in limiting the length of a Force Majeure Delay to the foregoing time period.

(b) Commencement; Milestones; Completion Deadline. Lead Developer shall use commercially reasonable efforts to cause the installation and construction of the Water Transmission Facilities to be commenced promptly following the City's representation that construction is Ready to Commence (as defined above), and thereafter, Lead Developer shall use commercially reasonable efforts to (i) cause construction of each component of the Water Transmission Facilities to proceed in a manner so as to satisfy the applicable milestone dates set forth on the construction schedule attached hereto as Exhibit H (the foregoing dates, as extended by any Force Majeure Delay, being hereinafter referred to as a "**Milestone Date**"), and (ii) cause the Substantial Completion and Final Completion of each component of the Water Transmission Facilities to occur on or before the applicable completion dates set forth on the construction schedule attached hereto as Exhibit H (the foregoing dates, as extended by any Force Majeure Delay, being hereinafter referred to as a "**Completion Deadline**"). If construction of any component of the Water Transmission Facilities is not proceeding on schedule so as to satisfy any applicable Milestone Date or if the Substantial Completion or Final Completion of any component of the Water Transmission Facilities does not occur on or before the applicable Completion Deadline, then the City may deliver a Notice of Breach to Lead Developer in accordance with the terms of Section 5(c) below.

(c) Termination/Replacement of Lead Developer. If Lead Developer breaches or otherwise fails to perform any of its obligations and/or responsibilities under this Agreement, or if Lead Developer fails to cause construction of any Improvement to proceed so as to satisfy any Milestone Date hereunder or if Lead Developer fails to cause Substantial Completion or Final Completion of any Water Transmission Facilities to occur on or before the applicable Completion Deadline (as extended by Force Majeure Delays) (any of the foregoing being hereinafter referred to as a "**Breach**"), then any Party may deliver written notice of the Breach to Lead Developer and the other Parties (a "**Notice of Breach**"). The Notice of Breach shall specify in reasonable detail the basis for the alleged Breach and shall provide to Lead Developer twenty (20) days after Lead Developer's receipt of the Notice of Breach to cure the Breach specified in the Notice of Breach (the "**Cure Period**"); provided, however, if the nature of the Breach is such that it cannot reasonably be cured within twenty (20) days, the Cure Period shall be deemed extended for a reasonable period of time (not to exceed sixty (60) days) so long as Lead Developer is proceeding in good faith and with due diligence to cause such Breach to be cured. If Lead Developer receives a Notice of Breach from any Party, Lead Developer shall deliver to the City a copy of such Notice of Breach, and the City shall then provide it to all other Developers. If Lead Developer does not cure (or cause the cure of) the Breach specified in a Notice of Breach within the Cure Period, then any of the Developers shall be entitled to request that the City appoint a replacement Lead Developer (the "**Replacement Lead Developer**"), which decision (including the determination of the identity of the Replacement Lead Developer) shall be in the sole discretion of the City. If the City determines that a Replacement Lead Developer will be appointed, then the Replacement Lead Developer appointed by the City shall execute a written acceptance of all of the position of the Lead Developer under this Agreement and shall have all of the rights of, and shall be responsible for causing the full and timely performance of all of the duties and obligations of, the replaced Lead Developer accruing after the replacement and/or any other duties and obligations of the replaced Lead Developer that are then unsatisfied and/or outstanding. The replaced Lead Developer shall cooperate to effect a smooth and timely transition, including returning to the Parties or to the Replacement Lead Developer (as applicable) all documents pertaining to this Agreement. In this regard, the replaced Lead Developer shall execute, acknowledge and deliver to the Replacement Lead Developer such agreements, documents or instruments as may be reasonably necessary to assign to the Replacement Lead Developer (and have the Replacement Lead Developer assume) all Construction Contracts with third parties pertaining to the Water Transmission Facilities. It is expressly agreed and understood that the Replacement Lead Developer shall have the right to continue the administration of the construction and installation of the Water Transmission Facilities in accordance with the terms of this Agreement. Subject to the further provisions of this Section 5(c) and except as may be expressly set forth otherwise in this Agreement, the Parties acknowledge and agree that the termination/replacement remedy set forth in this Section 5(c) shall be the sole and exclusive remedy with respect to (i) the failure of Lead Developer to timely construct and/or complete the Water Transmission Facilities in accordance with the terms of this Agreement in its capacity as Lead Developer only (as distinguished from its capacity as a Developer), (ii) any other Breach by Lead Developer in its capacity as Lead Developer only (as distinguished from its capacity as a Developer) other than those resulting from Lead Developer's gross negligence, willful misconduct or fraud. In the event of any Breach by Lead Developer resulting from Lead Developer's gross negligence, willful misconduct or fraud (other than a failure to timely construct and/or complete the Water Transmission Facilities as described above), any Party may exercise any remedy or prosecute any action or other proceeding available against the defaulting Lead Developer at law or in equity for enforcement of the provisions of this

Agreement, including but not limited to, actions for injunction, specific performance and/or damages; provided, however, that notwithstanding anything to the contrary in this Agreement, in any action for damages against Lead Developer, the Party or Parties pursuing such action shall only be entitled to seek recovery of actual out-of-pocket damages each Party hereby waiving and covenanting not to assert any right or seek or obtain any other damages (including but not limited to special, consequential or punitive damages) against Lead Developer. Notwithstanding any provision in this Agreement to the contrary, Lead Developer's funding obligations under this Agreement if Lead Developer is also a Developer shall continue notwithstanding its replacement as Lead Developer under this Section 5(c).

(d) Inspection of Water Transmission Facilities. Any Developer (which for purposes of this subparagraph does not include the City in its Regulatory Capacity) shall have the right to inspect the construction of the Water Transmission Facilities at any time upon reasonable prior written notice to Lead Developer and the City, provided that any inspection shall be at the sole risk, cost and expense of the Developer making the inspection. The Developer wishing to inspect the construction of the Water Transmission Facilities shall coordinate such inspection with Lead Developer and the City and such inspection shall be performed in a manner that does not result in a delay in the construction of the Water Transmission Facilities. If any Developer believes that the Water Transmission Facilities are not being constructed in substantial conformance with the Approved Plans and Specifications, then the objecting Developer may provide written notice to the Lead Developer and the City explaining in reasonable detail the basis of its belief that the Water Transmission Facilities are not being constructed in accordance with the Approved Plans and Specifications (a "**Notice of Non-Compliance**"). If Lead Developer receives a Notice of Non-Compliance from any Developer, Lead Developer shall provide a copy of such Notice of Non-Compliance to all other Parties and shall concurrently inform all Parties whether Lead Developer agrees or disagrees with such Notice of Non-Compliance. If Lead Developer disagrees with the Notice of Non-Compliance the City shall, within five (5) City business days after receipt of the Notice of Non-Compliance, determine whether the City agrees with the Notice of Non-Compliance. If the City agrees with the Notice of Non-Compliance or if Lead Developer agreed with the Notice of Non-Compliance, then Lead Developer shall promptly cause the correction of any work identified in the Notice of Non-Compliance that is not in substantial conformance with the Approved Plans and Specifications and any cost of such correction shall be part of the Improvement Costs allocated among the Developers hereunder. Notwithstanding the foregoing, the Lead Developer shall first proceed against the warranties provided by contractors and subcontractors on the Project to pay any costs incurred to correct any work identified in the Notice of Non-Compliance that is not in substantial conformance with the Approved Plans and Specifications.

(e) Oversee Progress of Construction. In addition to arranging for the bidding, scheduling and coordination of the work on the Water Transmission Facilities, Lead Developer shall (i) cause the general progress of the work of the Water Transmission Facilities to be inspected on a periodic basis; and (ii) communicate with any contractors as needed and based on inspections of the general progress of the work of the Water Transmission Facilities. Lead Developer shall use commercially reasonable efforts to provide reasonable advance notice to each Developer prior to any inspection of the Water Transmission Facilities by the City (in its Regulatory Capacity) or any other Governing Authority and each Developer shall be entitled to have a representative present during any such inspection. Nothing in such

inspections shall restrict the City in the exercise of its power when acting in its Regulatory Capacity.

(f) Conveyance of Water Transmission Facilities.

Promptly upon Substantial Completion of the Water Transmission Facilities, the Lead Developer shall cause a bill of sale and certificate of dedication for the Water Transmission Facilities to be dedicated and conveyed to the City. Lead Developer shall sign such bill of sale and certificate of dedication as agent for the Developers, it being agreed that the Developers shall severally and not jointly share based on the allocations set forth in accordance with the Allocation Exhibit any liability of Lead Developer (and shall severally and not jointly based the allocations set forth in the Allocation Exhibit indemnify, defend and hold Lead Developer harmless for, from and against such liability (other than its proportionate share if Lead Developer is also a Developer)) arising under such bill of sale and certificate of dedication. Such transfer shall occur in accordance with the requirements and procedures prescribed by the City (in its Regulatory Capacity), and free and clear of all consensual liens and encumbrances, including but not limited to any environmental conditions that would result in the City as a transferee of the Right of Way having any liability under any federal or state law. The contribution of any Right of Way by a Developer hereunder shall be at the actual value thereof as set forth in the Budget (such value, as set forth in the Budget or as so determined, being sometimes hereinafter referred to as the "stipulated value"). Upon grant, dedication and/or conveyance of the Right of Way by a Developer to the City, the stipulated value of such Right of Way shall be added as an Improvement Cost, to be reimbursed to such Developer (and allocated among the Developers (including the City on its behalf and the portion allocated to the Iota Parcel) in accordance with the Allocation Exhibit) as part of the next Draw Request delivered hereunder following such grant, dedication and/or conveyance. Right of Way granted, dedicated or conveyed by Public Landowners and Private Landowners who are not a Developer hereunder shall be at the actual value paid to acquire them, and shall be included in the Improvement Costs to be paid by the Developers (including the City on its behalf and the portion allocated to the Iota Parcel) in accordance with the Allocation Exhibit as and when they are paid.

In addition, after the grant, dedication and/or conveyance of the Right of Way to the City, the Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be required by the City and/or as may be necessary to convey or dedicate any and all public components of the Water Transmission Facilities that are contemplated to be dedicated to the City (collectively the "**Municipal Water Transmission Facilities**"). Such conveyance and dedication of the Municipal Water Transmission Facilities shall occur in accordance with the requirements and procedures prescribed by the City (in its Regulatory Capacity), and free and clear of all liens and encumbrances.

Upon dedication and conveyance of the Right of Way and Municipal Water Transmission Facilities as required under this Section 5(f), Lead Developer shall assign to the City on a non-exclusive basis all warranties received in connection with the construction and/or installation of any Water Transmission Facilities, if any and to the extent the warranties are assignable. The assignment of warranties under this provision shall not release the Lead Developer and Developers from any obligations set forth in Section 7(f) of this Agreement to cure any defects during the Warranty Period (as defined in Section 7(f)(i)) after acceptance by the City. Lead Developer shall request that the City (in its Regulatory Capacity) when accepting the conveyance of any Water Transmission Facilities issue letters of acceptance therefore, to the extent the City

(in its Regulatory Capacity) customarily issues letters of acceptance. Lead Developer shall cause any repairs to the Water Transmission Facilities to be completed during the Warranty Period, subject to and in accordance with the provisions of Section 7(f) below.

(g) Grant of Temporary Easement. Concurrently with the execution of this Agreement, and to the extent necessary to facilitate construction of the Water Transmission Facilities, Vistancia shall obtain such temporary easements to be signed, acknowledged and recorded against the property on which the Temporary Easement is located and which is to be part of the Right of Way, for design, engineering and or construction of the Water Transmission Facilities (the "**Temporary Easement**"). The Temporary Easement shall be in a form to be agreed upon in writing City and subject to City's approval (in its Regulatory Capacity) prior to the execution of this Agreement by the City, and is intended to provide, among other matters, for (i) the grant of additional easements in favor of the City for the construction of the Water Transmission Facilities to be constructed thereon, (ii) the grant of a construction easement in favor of any Replacement Lead Developer and its agents, designees (including Consultants), employees, contractors and subcontractors to enter upon the Temporary Easement in order to construct and install the Water Transmission Facilities in the event a Replacement Lead Developer is appointed pursuant to Section 5(c) above, and (iii) the termination of the Temporary Easement upon the dedication and conveyance of the Right of Way to the City. This obligation to grant Temporary Easements shall not release Vistancia from its obligation to provide fee simple title and/or easements from the United States, State of Arizona State Trust Land, from any political subdivision of the State of Arizona and any private party for the operation and maintenance of the Water Transmission Facilities, as set forth in Section 2(f) of this Agreement.

(h) Insurance. Lead Developer shall obtain and maintain (or cause to be obtained and maintained) commercial general liability insurance in a manner consistent with Exhibit I, Subsection B-Lead Developer's Insurance, attached hereto. Such insurance is subject to approval by the City in its sole discretion in its Regulatory Capacity. Lead Developer shall cause an endorsement to be issued for the purpose of adding each Developer as an additional insured under such insurance policy. Any commercial general liability insurance shall be written by an insurance company having a rating of at least A-:\VII by A.M. Best (or a comparable rating, if A. M. Best no longer issues such ratings). Promptly after the Effective Date, Lead Developer shall deliver a certificate of liability insurance (Accord Form 25 S or its equivalent) to each Developer and the City. As part of the Basic Terms described in Section 2(b) above, Lead Developer shall cause all contractors and their subcontractors to maintain the amounts and types of insurance coverages described on Exhibit I attached to this Agreement. The cost of all insurance required hereunder shall be part of the Improvement Costs reimbursable to Lead Developer hereunder.

6. Improvement Costs.

(a) Improvement Costs. As used herein, the term "**Improvement Costs**" shall mean the hard and soft costs incurred in connection with the design, construction and installation of the Water Transmission Facilities, including, but not limited to, costs of labor, materials and supplies, architectural, engineering, design and consultant fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees, legal and engineering services required to obtain a permit for and complete the Water Transmission Facilities, costs of insurance required by this

Agreement, any corrections, changes or additions to work required by the City or necessitated by site conditions, certain costs of acquiring the Public Right of Way from Public Landowners as set forth in Section 2(f)(1), the costs of acquiring the Private Right of Way from Private Landowners who are not Parties to this Agreement as described in Section 2(f)(2) and the stipulated land value of any Right of Way dedicated, granted or conveyed for the Water Transmission Facilities by any Developer hereunder, and any other cost expressly referenced in this Agreement as being treated as part of the Improvement Costs. Notwithstanding the foregoing, "Improvement Costs" shall not include internal administrative or "overhead" costs incurred by Lead Developer in connection with the preparation, design, approval, construction and installation of the Water Transmission Facilities.

(b) Allocation of Improvement Costs. Each Developer (including the City in its Developer Capacity) shall bear its proportionate share of the Improvement Costs in the percentages listed on Exhibit D, which percentages are based upon the Maximum Daily Demand Limits (or Average Daily Demand Limits, in the case of Vistancia) all as set forth in Exhibit D. No Developer shall be obligated to pay towards the Improvement Costs an amount greater than its proportionate share of the Improvement Costs and as set forth on the Allocation Exhibit (i.e. the proportionate share set forth in Exhibit D, which is calculated based upon the Maximum Daily Demand Limit (or Average Daily Demand Limit, as to Vistancia)) as set forth in Exhibit D. If any Developer fails to pay its proportionate share of the Improvement Costs due hereunder, then any other Developer, Lead Developer, or the City shall have the right (but not the obligation) to advance funds on behalf of the non-paying Developer in accordance with Section 18(a) below. The Developer who failed to pay the amount hereunder shall be deemed to have conveyed all conveyance capacity in the Water Transmission Facilities to the City upon failure to pay a demand from the City, subject to the provisions of Section 18(a).

(c) Revisions to Capacity Allocation Exhibit. The proportionate share established for an individual Developer pursuant to the Allocation Exhibit shall be fixed and not subject to alteration. Without limiting the generality of the foregoing, it is specifically agreed that upon approval of the design contract for the Water Transmission Facilities the Allocation Exhibit shall be fixed and not subject to alteration.

(d) City Authority. Nothing in this Agreement shall be construed to limit or restrict the City's legislative authority to review and approve amendments to City's general plans, Specific Area Plans and Zoning Map required by changes in conveyance capacity.

(e) Revisions to Budget. From time to time, Lead Developer shall determine whether the Budget needs to be revised. Upon such determination, Lead Developer shall deliver written notice (a "**Budget Revision Notice**"), together with a copy of the revised Budget and appropriate supporting documentation to the Developers (including the City in its Developer Capacity). The revised Budget shall be deemed to have been approved by the Developers as to each line item amount thereon which is less than or equal to the amount set forth on the previous Budget in effect as of the date of delivery of the revised Budget to the Developers. If any line item amount set forth on the revised Budget is greater than the amount thereof described in the preceding sentence (an "**Overrun Line Item**"), subject to the further provisions of this Section 6(e), each Developer shall have five (5) City business days after receipt of a Budget Revision Notice to provide written notice to the other Developers and to Lead Developer if it objects to the proposed revision to the Budget (a "**Notice of Budget Revision Objection**"). If no Notice of Budget Revision Objection is timely made, the Budget Revision Notice shall be deemed

approved. Any Notice of Budget Revision Objection delivered by a Developer hereunder shall explain the reason(s) for the objection to the revised Budget in reasonable detail. Three (3) City business days after receipt of a Notice of Budget Revision Objection, the Developers shall meet to approve or disapprove each Overrun Line Item, as determined by a majority vote of the Developers. The final decision to approve any Overrun Line Item shall be determined by a vote of a majority of the Developers pursuant to Section 13(b) of this Agreement. Each Developer (including the City in its Developer Capacity and with respect to the proportionate share allocable to the Iota Parcel) shall be responsible for its proportionate share (as set forth on the Allocation Exhibit) of each Overrun Line Item so approved by the City. In addition, notwithstanding the provisions of this Section 6(e) to the contrary, an Overrun Line Item shall be deemed to be approved by the Developers (including the City in its Developer Capacity), and Lead Developer may implement an Overrun Line Item without obtaining any further consent or approval by the Developers, if (i) the Overrun Line Item is caused by changes required by the City, acting in its Regulatory Capacity; or (ii) the Overrun Line Item does not adversely impact the integrity of the Approved Plans and Specifications for an Individual Parcel, and provided that the amount of such Overrun Line Item does not exceed Fifty Thousand and No/100 Dollars ($50,000) and when combined with any other Overrun Line Items and the costs of any Plan Change implemented by Lead Developer pursuant to the provisions of Section 4(c) above without the consent of the Developers, does not exceed Two Hundred and Fifty Thousand and No/100 Dollars ($250,000) in the aggregate. In the event Lead Developer unilaterally implements an Overrun Line Item in accordance with the provisions of the immediately preceding sentence, Lead Developer shall provide written notice thereof to each Developer, which notice shall include the same information set forth in a Budget Revision Notice, and in such event, each Developer (including the City in its Developer Capacity and with respect to the proportionate share allocable to the Iota Parcel) shall be responsible for its proportionate share (as set forth on the Allocation Exhibit) of the Overrun Line Item. Upon the approval (or deemed approval) of the revised Budget by the Developers in accordance with the provisions of this Section 6(e), the revised Budget shall supersede and replace the then-existing Budget (without any need to amend this Agreement). Notwithstanding any provision in this Agreement to the contrary, any Developer that executes this Agreement shall be deemed to have accepted and approved the Budget and any revisions thereto as it exists on the Effective Date.

7. Payment of Improvement Costs.

(a) Contribution Amount.

(i) Cash in Escrow Account. Lead Developer shall establish with the Escrow Agent one or more interest bearing accounts (each, an "**Escrow Account**") into which each Developer (which shall include the City on its own account and the City with respect to the proportionate share allocable to the Iota Parcel)) shall deposit, in cash, by cashier's check or by wire transfer of immediately available funds, as and when required under Section 4(e), an amount equal to the Developer's proportionate share (as set forth on the Allocation Exhibit) of the estimated cost of the Water Transmission Facilities as set forth in the Budget (a "**Contribution Amount**"). Any interest earned on a Contribution Amount shall become a portion of the Contribution Amount. Upon Final Completion of all Water Transmission Facilities, Escrow Agent shall disburse to each Developer the remaining balance in such Developer's Escrow Account, provided such Developer has paid all amounts owed by it under this Agreement. The City (acting in its Developer Capacity) shall be required to deposit the City's Contribution Amount (and the Contribution Amount allocable to the Iota Parcel) in the

Escrow Account with the Escrow Agent, on the same terms as the other Developers. City shall be required to pay its proportionate share of Improvement Costs (and amounts allocable to the Iota Parcel) to Escrow Agent as when due under this Agreement on the same terms as the other Developers, and City in its Developer Capacity represents and warrants it will use its best efforts to annually appropriate and budget funds necessary to pay its proportionate share under this Agreement.

(ii) Letter of Credit. As an alternative to depositing the Contribution Amount into an Escrow Account with the Escrow Agent, any Developer (which shall include the City) may deliver to the Escrow Agent, as and when the Contribution Amount would be due under subsection (i) above, an irrevocable standby letter of credit (the "**Letter of Credit**") in the amount of such Developer's Contribution Amount as security for the payment by Developer of its proportionate share (as set forth on the Allocation Exhibit) of the Improvement Costs. The Letter of Credit shall be substantially in the form attached to this Agreement as Exhibit J (or such other form as may be reasonably acceptable to Lead Developer, Escrow Agent and a majority of the Developers), and shall be issued by Bank of America, NA, Wells Fargo Bank, JP Morgan Chase & Co., Western Alliance Bank or another financial institution that is a member of the New York Clearing House or that is a commercial bank or trust company having a net worth of at least One Billion and No/100 Dollars ($1,000,000,000.00). Such institution or an affiliate shall have offices in Phoenix, Arizona. The Letter of Credit shall be governed by the International Standby Practices established by the International Chamber of Commerce. At least ten (10) days prior to the expiration date of such Letter of Credit, any Developer delivering a Letter of Credit shall deliver to the Escrow Agent a renewal Letter of Credit in substitution of the existing Letter of Credit, failing which the Escrow Agent, notwithstanding any contrary direction received by Escrow Agent, shall (and is hereby authorized and directed to) draw upon the Letter of Credit in full prior to its expiration date (in which event the proceeds thereof shall be deposited in an Escrow Account for such Developer's benefit and thereafter treated as a cash deposit made by such Developer in accordance with subsection (i) above. Each Party hereby fully releases and relieves Escrow Agent from any and all claims and liability that may arise as a result of Escrow Agent's compliance with the foregoing. Escrow Agent shall indemnify and hold harmless each Party hereto (other than Party who's letter of credit is about to expire) for any loss suffered or cost incurred as a result of Escrow Agent's failure to strictly comply with the provisions of this Section and to fully draw any letter of credit prior to its expiration date. Each Developer's Letter of Credit shall be security for the Developer's obligation to pay amounts payable to Lead Developer pursuant to a "**Draw Request**" (as defined below). Escrow Agent shall not draw upon a Letter of Credit unless a Developer fails to pay amounts owed to Lead Developer pursuant to a Draw Request in accordance with the terms and conditions of this Agreement. If a Developer fails to pay amounts owed to Lead Developer pursuant to a Draw Request in accordance with the terms and conditions of this Agreement, and such failure is not cured within five (5) days following delivery of notice from Lead Developer to such Developer, Lead Developer shall so advise the City and Escrow Agent, and Escrow Agent shall draw upon such Developer's Letter of Credit in order to fund the Developer's share of such Draw Request. Upon Final Completion of all Water Transmission Facilities and the expiration of the Warranty Period (as defined in Section 7(g)(i) below), Escrow Agent shall take all actions necessary to cancel any Letter of Credit held by Escrow Agent hereunder (provided the Developer who deposited such Letter of Credit has paid all amounts owed by it under this Agreement. At any time, and from time to time, a Developer may replace its Letter of Credit with cash (or a substitute Letter of Credit, in which case Escrow Agent shall return the original Letter of Credit to the Developer that posted same with Escrow Agent) in the then amount of the funds remaining available under the Letter of

Credit or a Developer may at any time have its Contribution Amount held in any combination of cash or Letter of Credit, and in such case, all draws shall first be made from available cash.

(iii) Designation of Escrow Agent. For purposes of this Section 7, each Developer by execution of this Agreement designates the Escrow Agent as its agent with full power and authority to execute any and all documents, notices, powers of attorney and any other documents to permit the Escrow Agent to draw against such Developer's Letter of Credit in order to fund such Developer's share of a Draw Request.

(iv) Modifications to Letter of Credit. Amounts paid directly by any Developer who has delivered a Letter of Credit hereunder, which payment is made in accordance with a Draw Request delivered hereunder, shall reduce the funds remaining available under the Letter of Credit delivered by such Developer and any Developer's Letter of Credit may so expressly provide. In this regard, if any Developer shall so request, the Escrow Agent shall execute and deliver a reduction certificate in a form reasonably acceptable to the issuer of such Letter of credit in order to accomplish such reduction.

(b) City Budgeting Process. The adoption of a budget and appropriation of funds by the City Council is a legislative decision for which there is no liability under this Agreement. City's staff will use their best efforts to include in the annual City budget sufficient appropriation authority to meet City's obligations under this Agreement.

(c) Draw Request. Lead Developer shall be entitled to submit Draw Requests (a "**Draw Request**") to the City and the Developers from time to time for their proportionate shares based on the Allocation Exhibit of the Improvement Costs (but not more frequently than monthly) to pay all Improvement Costs incurred as of the date that the Draw Request is submitted to the Escrow Agent. Each Draw Request to be complete must contain the following items of information:

(i) set forth the total amount to be paid, as well as the total amount paid pursuant to prior Draw Requests;

(ii) allocate that total amount among the Developers (including the City in its Developer Capacity) in accordance with their respective proportionate shares as set forth on the Allocation Exhibit, and allocate that total amount among the Budget line items to be paid with the funds to be disbursed pursuant to the current Draw Request;

(iii) contain Lead Developer's estimate of the percentage of completion of the Water Transmission Facilities and each component thereof;

(iv) contain Lead Developer's estimate of the cost to complete the Water Transmission Facilities and each component thereof;

(v) contain Lead Developer's statement that, to its knowledge, the Draw Request is true, correct and complete in all material respects; and

(vi) contain Lead Developer's certification that, after payment of the Draw Request, based on records provided by Escrow Agent, sufficient Funds remain available in Escrow to pay the then-estimated cost of acquiring all needed Right of Way and completing the Water Transmission Facilities;

(vii) be accompanied by (A) statutory conditional lien waivers and releases from all of Lead Developer's suppliers, contractors, subcontractors and other lower tier providers of labor, materials, equipment, services and other work in connection with the Water Transmission Facilities (excluding subcontractors and materials suppliers who have not filed a preliminary twenty day lien notice) that are to paid from the payment resulting from the current Draw Request, and (B) statutory unconditional waivers and releases from all persons claiming under Lead Developer in the full amount shown on all conditional waivers and releases submitted in connection with prior Draw Requests for which payment has previously been made hereunder (collectively "**Lien Claimants**").

If a Developer (including the City in its Developer Capacity) has deposited cash into an Escrow Account with the Escrow Agent, then ten (10) business days after receipt by the Escrow Agent and the Developers (including the City) of a complete Draw Request, the Escrow Agent shall disburse from each Developer's Escrow Account directly to the suppliers, contractors, subcontractors and other third parties to be paid under such Draw Request the Developer's proportionate share (determined in accordance the Allocation Exhibit) of the Draw Request, unless within such ten (10) business day period, a Developer delivers an objection to the Draw Request in accordance with the provisions of Section 7(d) below. If a Developer (including the City in its Developer Capacity) has delivered to the Escrow Agent a Letter of Credit in lieu of depositing its Contribution Amount into an Escrow Account with Escrow Agent, then within three (3) business days after receipt by the Escrow Agent and the Developers of a Draw Request, such Developer shall pay its proportionate share (as set forth on the Allocation Exhibit) of the Draw Request to Escrow Agent in immediately available funds (unless such Developer objects to the Draw Request in accordance with the provisions of Section 7(d) below), and upon receipt of such funds, Escrow Agent shall make disbursements in the same manner as provided in the immediately preceding sentence.

(d) Objections to Draw Requests. So long as the terms of Section 7(c) above have been satisfied, the Developers (including the City in its Developer Capacity) shall have no right to delay the payment of or object to any Draw Request except as permitted in this Section 7(d). No Developer shall be obligated to pay for a line item amount listed in a Draw Request that, when added to previous line item amounts paid by the Developers, is in excess of the total line item amounts listed in the then current Budget, except as may be attributable to the authority of Lead Developer and City to unilaterally modify the Approved Plans and Specifications as set forth in Section 4(b), the right of Lead Developer and City to unilaterally modify the Budget as described in Section 6(e), or the right of Lead Developer to reallocate contingency funds to a particular line item in the Budget in accordance with the provisions of Section 7(f) below. If an objection to a Draw Request delivered by a Developer (including the City) pursuant to the provisions of this Section 7(d) relates to an increase in Improvement Costs or an Overrun Line Item within the discretion of Lead Developer as set forth in Section 4(b) above, Section 6(e) above or Section 7(f) below, Lead Developer shall provide written notice thereof to the objecting Developer and to City and the objecting Developer or City, as the case may be, shall make payment on account of such Draw Request within five (5) business days after receipt of Lead Developer's notice. If a Developer's objection to an increase in Improvement Costs or an Overrun Line Item is not within the discretion of Lead Developer as set forth in Section 4(b) above, Section 6(e) above or Section 7(f) below, Lead Developer shall provide a copy of such objection to each Developer and shall call a meeting of the Developers in accordance with the provisions of Section 4(b) above or Section 6(e) above. The increase in

the Improvement Costs or the Overrun Line Item, as the case may be, shall either be approved or disapproved by the Lead Developer, the City and/or the other Developers in accordance with the provisions of Section 4(b) above or Section 6(e) above, as applicable. If the increase in Improvement Costs or Overrun Line Item is approved at the meeting held in accordance with the provisions of Section 4(b) above or Section 6(e) above, Lead Developer shall provide written notice thereof to each Developer and to the City and the City (or a Developer, if applicable) shall make payment on account of such Draw Request within five (5) business days after receipt of such notice. Notwithstanding any provisions of this Section 7(d) or the provisions of Section 7(c) above to the contrary, in the event a Developer delivers an objection to Lead Developer or the City with respect to a Draw Request, Escrow Agent shall disburse Escrow Account funds (and any Developer providing a Letter of Credit shall pay) on account of the Draw Request, within the time frame set forth in Section 7(c) above, any amounts not the subject of such objection or dispute. The City, the Lead Developer, and the other Developers shall use their best efforts to resolve objections to a Draw Request delivered by Lead Developer hereunder. If the objections remain unresolved following completion of the procedures set forth above, such objections shall be resolved in accordance with the arbitration provisions in Section 17 of this Agreement.

(e) Cost Overruns. The Developers acknowledge that circumstances may arise that may cause the need for the Developers (which shall include the City and the City in its Developer Capacity and on behalf of the proportionate share allocable to the Iota Parcel) to pay additional funds to construct the Water Transmission Facilities (a "**Cost Overrun**") including, but not limited to, the discovery of soil or other conditions which requires additional work outside the scope of initial Construction Contracts, casualty loss, and defaults of contractors or subcontractors. If the Cost Overrun is caused by a Plan Change, then this Section 7(e) shall not apply, but instead the provisions of Sections 4(b) and 6(e) above shall apply and govern. Lead Developer shall give prompt written notice to the Developers of a Cost Overrun. The written notice shall be accompanied by (i) a reasonably detailed explanation of the reason(s) for the increase, (ii) a breakdown of the component line items resulting in the increase, (iii) the additional Contribution Amount to be paid by each Developer (including the City in its Developer Capacity and own behalf and on behalf of the proportionate share allocable to the Iota Parcel) in connection with the increase (i.e., such Developer's proportionate share of the Cost Overrun, determined in accordance with the Allocation Exhibit); and (iv) the date on which the payment of the Contribution Amount for the Cost Overrun is due. Within five (5) business days after each Developer has received the written notice of the Cost Overrun, each Developer (including the City in its Developer Capacity) may provide written notice to the other Developers and to Lead Developer if it objects to the proposed Cost Overrun (a "**Notice of Cost Overrun Objection**"). If no Notice of Cost Overrun Objection is timely made, the Cost Overrun shall be deemed approved. Three (3) City business days after receipt of a Notice of Cost Overrun Objection, the Developers shall meet to approve or disapprove the Cost Overrun, as determined by a majority vote of the Developers. The final decision to approve any Cost Overrun shall be determined by a vote of a majority of the Developers pursuant to Section 13(b) of this Agreement. Notwithstanding the provisions of this Section 7(e) to the contrary, any Cost Overrun shall be deemed to be approved by the Developers (including the City in its Developer Capacity), if the amount of the Cost Overrun does not exceed Fifty Thousand and No/100 Dollars ($50,000) and when combined with any other Cost Overruns previously approved hereunder, does not exceed Two Hundred and Fifty Thousand and No/100 Dollars ($250,000) in the aggregate. If the Cost Overrun is so approved, then to the extent the amount of the Cost Overrun exceeds the available budgeted funds for

such items, contingency funds shall be applied in the following order: First any available contingency funds allocated to such line item in the Budget, and second, any contingency funds remaining with respect to other line items in the Budget which may, in accordance with the provisions of Section 7(g) below be properly reallocated. If such contingency funds are insufficient to cover the Cost Overrun, each Developer (including the City in its Developer Capacity and with respect to the proportionate share allocable to the Iota Parcel) shall within five (5) business days after the date of the meeting to (i) deliver to the Escrow Agent an additional Contribution Amount in the amount equal to its proportionate share (as set forth on the Allocation Exhibit) of the Cost Overrun, or (ii) deliver to the Escrow Agent an amendment to its Letter of Credit increasing the amount of such Letter of Credit by such Developer's proportionate share (as set forth on the Allocation Exhibit) of the Cost Overrun, unless the Letter of Credit maintained by such Developer is in an amount sufficient to include the amount of the Cost Overrun. If the Lead Developer and the City are unable to resolve a dispute regarding Cost Overruns, the dispute shall be submitted for resolution in accordance with the Arbitration provisions set forth in Section 17 of this Agreement.

(f) Warranty.

(i) In addition to any warranties that Lead Developer may assign pursuant to Section 5(f)(iii) above, Lead Developer and the City shall require the contractors installing the Water Transmission Facilities to provide to the City a warranty of workmanship and materials for each Improvement for a period of not less than one (1) year following the date such Water Transmission Facilities are approved or accepted by the City (the "**Warranty Period**").

(ii) If prior to the expiration of the Warranty Period, additional funds in excess of any funds that may then be on deposit in the Escrow Account (if any) need to be paid to complete warranty work related to the Water Transmission Facilities then Lead Developer shall advise the Developers (which shall include the City in its Developer Capacity, subject to the provisions of subsection (iii) below and the City on behalf of the proportionate share allocable to the Iota Parcel) in writing (the "**Call**"), together with evidence supporting the request for warranty work and the Contribution Amount required by each Developer (the "**Call Amount**"). The Call Amount shall be based on the proportionate share set forth for each Developer on the Allocation Exhibit. Each Developer (including the City in its Developer Capacity and City on behalf of the proportionate share allocable to the Iota Parcel) shall pay its Call Amount into the Escrow Account within five (5) business days after receipt of the Call. All amounts paid by a Developer in response to a Call shall be held in the Escrow Account and utilized only for the purposes of paying to complete warranty work related to the Water Transmission Facilities. Any amounts not so expended shall be promptly refunded to each Developer upon delivery by Lead Developer to Escrow Agent of a statement indicating that the warranty work is complete.

(iii) If prior to the expiration of the Warranty Period, additional funds in excess of those committed to by the City for the oversizing of Water Transmission Facilities are requested by Lead Developer, the Lead Developer shall first proceed against the warranties provided by contractors and subcontractors on the Project. If the warranty coverage is in dispute, then the Lead Developer shall advise the City in writing, together with evidence supporting the request for warranty work on the Oversizing Water

Transmission Facilities and the reasons such work cannot wait until the dispute is resolved. The City in its sole discretion may elect to pay the additional costs or to seek other remedies against the contractor and any other responsible parties for the costs of completing warranty work pertaining to the oversizing of Water Transmission Facilities.

(iv) Notwithstanding the provisions of this Section 7(f) to the contrary, Lead Developer and/or the City shall reasonably exercise any and all rights against the applicable contractor or subcontractor to pay for and/or perform the repair of any Water Transmission Facilities (the "**Defaulting Contractor**") (and the Developers hereby authorize Lead Developer and/or the City to do so on each Developer's behalf) prior to delivering to the Developers a Call for a Call Amount. Any monies thereafter received from the Defaulting Contractor, less the collection costs (including reasonable attorneys' fees), shall be used to reimburse the Developers (proportionately based upon the Call Amount paid by each of them) Any collection costs (including reasonable attorneys' fees, subject to the approval of the City Attorney) reasonably incurred by Lead Developer and not recovered from the Defaulting Contractor shall be paid by the Parties pursuant to the Call procedures specified in Section 7(f)(ii).

(v) Use of Contingency Funds; Reallocation of Line Items. Notwithstanding any contrary provision of this Agreement, if the actual Improvement Cost of any component of the Water Transmission Facilities (after Final Completion of the component) described on a line item on the Budget is less than the amount of the Budget line item therefore (a "**Budget Savings**") or if there is remaining contingency funds allocable to any component of the Water Transmission Facilities (after Final Completion of that component), then Lead Developer may, in its reasonable business judgment, reallocate such savings to other line items in the Budget without the consent of the Developers (which shall include the City in its Developer Capacity). Lead Developer shall not, however, prior to Final Completion of a particular component of the Water Transmission Facilities, reallocate funds allocated in the Budget to that specific component to any other component, nor shall Lead Developer reallocate any funds allocated to contingency with respect to that particular component to pay for the Improvement Costs incurred in connection with another component, unless a majority of the Developers vote to approve such reallocation. Upon Final Completion of all Water Transmission Facilities, subject to the further provisions of this Section 7(f), any remaining contingency funds and any Budget Savings with respect to the Water Transmission Facilities shall be refunded to the Developers in accordance with their proportionate shares set forth in Exhibit D upon completion and acceptance by the City.

(vi) Final Disbursement. Upon Final Completion of the Water Transmission Facilities and prior to acceptance by the City of the Water Transmission Facilities, Lead Developer shall deliver to the City and Escrow Agent copies of full and final unconditional lien waivers executed by all Lien Claimants for all labor and materials paid for pursuant to the final Draw Request. In addition, upon Final Completion of the Water Transmission Facilities, Lead Developer shall submit to Escrow Agent and the Developers (which shall include the City in its Developer Capacity) a final Draw Request containing the information described in Section 7) above, together with a final accounting of the Improvement Costs. Any then undisbursed funds remaining in a Developer's (including the City's) Escrow Account following Escrow Agent's payment of the final Draw Request shall be returned to such Developer by Escrow Agent.

(g) Accounting. Lead Developer shall keep (or cause to be kept) good and accurate books and records in sufficient detail to allow the Improvement Costs to be calculated (the "**Joint Development Books**"). The Joint Development Books shall be made available for review (upon prior reasonable notice) by any of the Developers. Upon Final Completion of the Water Transmission Facilities, such books and records shall be turned over to the City and shall be retained in accordance with City's Public Records Retention Schedule. Any Developer may audit (upon prior reasonable notice) the Joint Development Books at its own expense (an "**Audit**"). If as a result of an Audit it is determined that any Developer paid a Contribution Amount to Lead Developer more than three percent (3%) in excess of the correct Contribution Amount, Lead Developer shall be required to pay for the reasonable, out of pocket, non-contingent costs of the Audit. In addition, if as a result of an Audit, it is determined that any Developer overpaid a Contribution Amount (regardless of the amount of the overpayment), Lead Developer shall promptly reimburse the overpayment made by the applicable Developer(s). Similarly, if as a result of an Audit, it is determined that any Developer underpaid any Contribution Amount (regardless of the amount of the underpayment), such Developer shall promptly pay the amount of such underpayment to Lead Developer.

8. Impact Fee Credits. The Developers acknowledge that each lot or parcel that has been or will be subdivided within the Property is subject to impact fees payable to the City. No portion of any individual Developer's Individual Parcel, nor its proportionate share of the Improvement Costs payable under this Agreement is included in City's Infrastructure Improvement Plan and therefore will not be eligible for Impact Fee Credits by the City. The oversizing of the Water Transmission Facilities for which the conveyance capacity is controlled and paid for by the City pursuant to this Agreement is included in the City's Infrastructure Improvement Plan and any party contributing to such oversizing costs (above and beyond the costs paid by the Developers pursuant to this Agreement) may be eligible for Impact Fee Credits.

9. Community Facilities Districts. One or more Developers under this Agreement have expressed in an interest in forming a Community Facilities District including their property pursuant to Title 48, Arizona Revised Statutes. Nothing in this Agreement shall be deemed a waiver of or a commitment by the City to have its City Council exercise its legislative authority to form such a District and to authorize the issuance of bonds or the incurrence of any other debt after such a district is formed. All costs incurred by a Developer for the necessary agreements, legal, consultant, engineering and any other services in order to form a Community Facilities District shall be the sole responsibility of the individual Developer and not subject to allocation under this Agreement.

10. Conveyance Capacity.

(a) The City shall initially allocate the right to use conveyance capacity in the Water Transmission Facilities to Developers, which allocation shall be made based on the Exhibit D maximum daily demand established for each Individual Parcel as set forth in Exhibit A 1–5 and the average daily demand for Vistancia. The right to use conveyance capacity shall be that established in Exhibit D Capacity Allocation subject to the following conditions: (1) That the Developer must have paid all amounts owed by it pursuant to this Agreement, and (2) that at full buildout of the Developer's Individual Parcel, the entire conveyance capacity funded by the Developer pursuant to this Agreement must be utilized. Any conveyance capacity not projected to be used by a Developer at the earliest of execution of a Development Agreement between City and such Developer after the date of this Agreement or at the time of

full buildout of the Developer's Individual Parcel shall automatically revert to the City at no charge to City.

(b) The conveyance capacity in the Water Transmission Facilities may not be conveyed to any other Developer who is a party to this Agreement and may not be used by any individual Developer for property in which the individual Developer has an ownership or beneficial interest other than that described on the respective Exhibits A-1 through A-5. Notwithstanding the foregoing, an individual Developer may convey for value its proportionate share (as set forth in the Allocation Exhibit) of such conveyance capacity to a Community Facilities District that is formed upon the property owned Developer's Individual Parcel for the purpose of financing public improvements, included but not limited to the acquisition of such conveyance capacity.

(c) In the event an individual Developer elects to use all of its Maximum Daily Demand as set forth in the Maximum Daily Demand Limit Exhibit D to this Agreement on a single project within its Individual Parcel, the Developer acknowledges that the remainder of its individual Parcel will have no conveyance capacity in the Water Transmission Facilities and that in order for any development to occur on such remaining property, Developer will have to acquire at its sole cost and expense a portion of the oversizing conveyance capacity in the Water Transmission Facilities owned by the City. These acquisition costs are in addition to those owed by Developer under Allocation Exhibit D. This subsection (c) shall not apply to Vistancia or the Vistancia Parcel.

11. Instructions to Escrow Agent. This Agreement shall constitute instructions to Escrow Agent and the Contribution Amounts paid by the Developers (including the City) hereunder shall be disbursed and dealt with by Escrow Agent in strict accordance with the following:

(a) Escrow Agent shall deposit or invest the Contribution Amount in money market accounts or similar type of investment accounts, reasonably acceptable to Lead Developer (provided that the Contribution Amount is available for immediate withdrawal, as and when required under this Agreement). Escrow Agent shall draw upon a Letter of Credit deposited with it pursuant to the provisions of Section 7(a) above within three (3) business days after receipt by Escrow Agent of written notice directing Escrow Agent to draw upon such Letter of Credit due to a Developer's failure to pay a Draw Request within five (5) calendar days as set forth in Section 7(a) or due to any other breach or provision of this Agreement which entitles a draw upon such Letter of Credit, but in any event no later the applicable expiration date of the Letter of Credit. Lead Developer shall assist Escrow Agent in preparing the necessary sight draft and accompanying certification so that Escrow Agent may timely draw upon a Letter of Credit.

(b) Escrow Agent shall not be liable for any action taken or omitted by it when acting as the Escrow Agent hereunder, except for its own negligence, bad faith, recklessness, willful misconduct or breach of this Agreement. Notwithstanding any provision in this Agreement, Escrow Agent shall not be responsible for determining the sufficiency of any lien waivers required to be submitted as part of the Draw Request.

(c) Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person.

(d) The Developers hereby severally (in accordance with their proportionate shares set forth in the Allocation Exhibit) indemnify Escrow Agent for, from and against all costs, damages, expenses and liabilities (including reasonable attorney's fees) which Escrow Agent may incur or sustain in connection with complying with this Agreement when acting as Escrow Agent hereunder or as a result of any court action arising from the Escrow Agent's actions as Escrow Agent except claims arising out of Escrow Agent's, gross negligence, bad faith, recklessness, willful misconduct or breach of this Agreement.

(e) If conflicting demands are made upon Escrow Agent to any monies or Letters of Credit at any time held by it as Escrow Agent hereunder, then Escrow Agent may hold the monies, pertaining thereto pending receipt of mutual instructions, until the right of the Developers are determined by an appropriate court of law, or Escrow Agent may interplead any and all monies held by it hereunder, pending the outcome of the litigation, in which event, the Escrow Agent shall thereafter be relieved of any and all liability to the Developers hereunder; provided, however, that Escrow Agent shall draw on any Letter of Credit in dispute prior to filing any interpleader and prior to the expiration date of any such Letter of Credit.

(f) Escrow Agent shall be entitled to receive compensation for its services as Escrow Agent hereunder, in accordance with the fee schedule attached hereto as Exhibit F. The fees and costs of City with respect to each Escrow Account shall be payable by the Developer maintaining such Escrow Account. All other Escrow Agent fees shall be allocated among the Developers (including the City) in accordance with their proportionate shares as set forth in the Exhibit D Allocation Schedule.

(g) Escrow Agent shall provide Lead Developer and the other Developers with monthly account statements regarding each Developer's Escrow Account.

(h) Escrow Agent may, at its election, resign as Escrow Agent under this Agreement. In the event Escrow Agent elects to resign, it shall provide written notice to all Parties at least ten (10) business days prior to the date that the resignation will be effective. Prior to the date that the resignation is effective, Lead Developer may with the consent of the City select a licensed escrow agent to carry out the applicable terms of this Agreement and may unilaterally instruct the resigning Escrow Agent to disburse any remaining funds and Letters of Credit being held in the escrow to the newly appointed escrow agent selected by Lead Developer; provided that such new escrow agent has first assumed in writing the obligations of Escrow Agent under this Agreement, including all obligations pertaining to drawing any Letter of Credit prior to expiration and all Letters of Credit then held by Escrow Agent have been assigned to such new escrow agent as required by the terms of each Letter of Credit and any charges due the issuer are paid to ensure that such new escrow agent is fully authorized to draw upon such Letters of Credit.

(i) The parties agree to the additional terms relating to the escrow and Escrow Agent (if any) as set forth in Exhibit F attached hereto.

12. Representatives. Each Party designates the individual named below as its representative to act on its behalf in all matters covered by this Agreement. All inquiries,

requests, instructions, authorizations, and other communications with respect to the matters covered by this Agreement shall be made to the appointed representatives. Each Party may, without further or independent inquiry, assume and rely at all times that each Party's representative designated hereunder has the power and authority to make decisions on the Party's behalf, to communicate all decisions to the other Parties and to bind the Party by his/her acts and deeds, unless otherwise notified in writing by the Party designating the representative. As such, each Party executing this Agreement confers upon such representative the authority to act on its behalf and all matters covered by this Agreement. Any Party may change its representative under this Agreement at any time by written notice to the other Parties at least ten (10) days before the change is to take effect. The initial representatives of the Parties shall be as follows:

Lead Developer:	Mark Hammons
Vistancia:	Mark Hammons
VW:	Jeff Hinkle and Joan Scarbrough
Iota:	Tim Connor
GT Ventures:	Alan Beaudoin
Diamond:	Mark Weinberg
City:	William Mattingly, Public Works-Utilities Director

13. Meetings and Voting Rights.

(a) From and after the date of this Agreement and until Final Completion of the Water Transmission Facilities, Consultants and the designated representatives of Lead Developer and the Developers shall meet at least monthly (in person or by telephone) on a regular basis (or more frequently if so agreed upon by a majority of the Developers) regarding the status of construction of the Water Transmission Facilities, scheduling and coordination issues, engineering and design issues, and other similar issues. From time to time, Lead Developer may call for a meeting of the Developers. Lead Developer shall schedule the time and location of the meetings and shall give the Developers written notice at least three (3) business days prior to the scheduled meeting, except no notice shall be required for regularly scheduled meetings previously agreed upon by the Developers. Lead Developer shall keep (or cause to be kept) minutes of each meeting and shall promptly distribute to each Developer minutes of each meeting. Meetings may be attended in person, by telephone or by proxy. For the purposes of this Agreement, a "**proxy**" shall be a written instrument executed by the designated representative of a Developer granting only to Lead Developer or the designated representative of another Developer the authority to act on behalf of such Developer, which proxy must be delivered to Lead Developer prior to the commencement of any meeting. Lead Developer may rely upon any written proxy presented without further investigation.

(b) For purposes of voting on any matter under this Agreement, each Developer shall be entitled to a number of votes based on their percentage share of the cost of

the Water Transmission Facilities (as set forth in the Exhibit D Allocation Schedule) with the total number of votes being One Hundred (100). For example, if an individual Developer's proportionate share on the Exhibit D Allocation Schedule is 5.5% of the total cost of the Water Transmission Facilities, then such Developer shall have 5.5 votes out of the total of 100. Notwithstanding any contrary provision hereof, a Developer that is then in default of its payment obligations under this Agreement shall have no voting rights hereunder and the votes of the defaulting Developer shall be allocated to the remaining Developers (for voting purposes only) on a proportionate basis, so that the total votes equal One Hundred (100).

(c) A Developer's failure to attend a meeting where voting is required shall be deemed a vote by the Developer in favor of the prevailing side of an issue to be decided at such meeting.

14. Notices and Communications. Any and all notices, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

To Lead Developer:

Vistancia South, LLC
28620 N. El Mirage Rd.
Peoria, AZ 85383
Attention: Mark Hammons
Telephone: (623) 455-4971
Facsimile: (623) 518-2019
E-mail:mhammons@landresourcesinc.com

and

Vistancia South, LLC
c/o Stratford Land
5949 Sherry Lane, Suite 1750
Dallas, TX 75225
Attention: Peter Field
Telephone: (214) 239-2366
Facsimile: (214) 368-9192
E-mail: pfield@stratfordland.com

With a copy to:

Maguire, Pearce & Storey, LLLP
2999 N. 44th Street, Suite 650
Phoenix, AZ 85018
Attention: Lesa J. Storey
Telephone: (602) 639-5300
Facsimile: (602) 277-2199
E-mail: lstorey@azlandandwater.com

To Vistancia:

Vistancia South, LLC
28620 N. El Mirage Rd.
Peoria, AZ 85383

Attention: Mark Hammons
Telephone: (623) 455-4971
Facsimile: (623) 518-2019
E-mail:mhammons@landresourcesinc.com
and

Vistancia South, LLC
c/o Stratford Land
5949 Sherry Lane, Suite 1750
Dallas, TX 75225
Attention: Peter Field
Telephone: (214) 239-2366
Facsimile: (214) 368-9192
E-mail: pfield@stratfordland.com

With a copy to:

Maguire, Pearce & Storey, LLLP
2999 N. 44th Street, Suite 650
Attention: Lesa J. Storey
Telephone: (602) 639-5300
Facsimile: (602) 277-2199
E-mail: lstorey@azlandandwater.com

To VW:

Vistancia West Construction, LP
c/o Shea Homes of Phoenix, Inc. (FN)
8800 North Gainey Center Drive, Suite 370
Scottsdale, Arizona 85258
Attention: Jeff Hinkle and Joan Scarbrough
Telephone: (480) 367-3717/(623) 215-6204
Facsimile: (480) 948-8048
E-mail: Joan Scarbrough@sheahomes.com

With a copy to:

Zwillinger Greek & Knecht PC
2425 E. Camelback Rd., Suite 600
Phoenix, Arizona 85016
Attention: Jim Gibson
Telephone: (602) 224-7833
Facsimile: (602) 224-7889
E-mail jgibson@zglawgroup.com

To Iota:

Sabal Financial Group
4675 MacArthur Court, Suite 1550
Newport Beach, CA 92660
Attention: Tim Connors
Telephone: (949) 517-0861
Facsimile: _____
E-mail: Tim.connors@sabalfin.com

With a copy to:

_____
_____

_____
Attention: _____
Telephone: _____
Facsimile: _____
E-mail:_____

To GT Ventures:

GT Ventures Lake Pleasant, LP
4300 North Miller Road
Suite 110-8
Scottsdale, AZ 85251
Attention: Gary D. Torhjelm
Telephone: (403) 820-3134
Facsimile: (480) 874-2393
E-mail: office@gdtgroup.net

With a copy to:

LVA Urban Design Studio L.L.C.
120 South Ash Avenue
Tempe, AZ 95281
Attention: Alan Beaudoin
Telephone: (480) 994-0994
Facsimile: (480) 994-7332
E-mail: abeaudoin@lvadesign.com

To Diamond:

Diamond Ventures
2200 East River Road, Suite 115
Tucson, AZ 85748-6586
Attention: Mark Weinberg, Vice President Development and Chad Kolodisner, General Counsel
Telephone: 520-577-0200
Facsimile: 520-299-5602_____
E-mail:_mweinberg@diamondven.com
and ckolodisner@diamondven.com

With a copy to:

Biskind, Hunt & Semro, PLC
8501 Scottsdale Road, Suite 155
Scottsdale, Arizona 85253
Attention: Neil D. Biskind
Telephone: (602) 955-4433
Facsimile: (602) 955-2272
E-mail: neil@biskindlaw.com

To City:

Carl Swenson, City Manager
City of Peoria, Arizona
P.O. Box 4038, Peoria, AZ 85345
Attention: William Mattingly, Public Works-Utilities Director
Telephone: 623-773-5151
Facsimile: _____
E-mail: Bill.mattingly@peoriaaz.gov

With a copy to:	City Attorney City of Peoria, Arizona P.O. Box 4038 Peoria, AZ 85345 Attention: Stephen M. Kemp Telephone: 623-773-7330 Facsimile: _623-773-7043 E-mail: Steve.kemp@Peoriaaz.gov
To Escrow Agent:	First American Title Insurance Company 9000 E. Pima Center Parkway Scottsdale, AZ 85258 Attention: Sandi Overbey – Trust Operations Facsimile: 602-685-7029 Telephone: 602-685-7120 E-Mail: soverbey@firstam.com

Any Party may from time to time designate in writing and deliver in a like manner any changes in address at least ten (10) days before the change becomes effective. Notices, approvals and other communications provided for herein shall be deemed received upon the earlier of (a) if personally delivered, or sent via overnight courier, the date of delivery to the address of the person to receive the notice, or (b) if mailed, the sooner of actual receipt or three (3) days after the date of deposit. Notwithstanding the foregoing, any notice received after 5:00 p.m. (local time where the notice is received) shall be deemed received on the immediately following business day. For purposes of Administrative convenience, the Parties, including the City agree that notices of regularly scheduled meetings may be provided by e-mail to the e-mail addresses indicated on this Agreement. Each Party shall be responsible to update the City and Lead Developer of any change in e-mail addresses not less than ten (10) days prior to the effective date.

15. Representations and Warranties of each Developer, other than the City. Each Developer (other than the City), by executing this Agreement represents and warrants (with the understanding and intent that Lead Developer and the other Developers are relying and will rely on these representations and warranties) that:

(a) The Developer is authorized to enter into and perform this Agreement and this Agreement is binding and enforceable against it in accordance with its terms.

(b) The Developer has been duly and legally organized in the State of its organization and is authorized to transact business in the State of Arizona.

(c) The execution, delivery, and performance by Developer of this Agreement and any other instruments and documents to be executed and delivered in connection with this Agreement does not, and will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which the Developer is a party or any judgment, writ, decree, order, injunction, rule, or governmental requirement to which it is subject.

(d) There is no litigation, investigation or proceeding pending or, to the actual knowledge of the Developer, contemplated or threatened against it, that would materially impair or affect the ability of the Developer to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

(e) The individual and/or entity executing this Agreement on behalf of the Developer is authorized and empowered to enter into this Agreement.

(f) The Developer is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, restriction, order, or judgment.

(g) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by the Developer or, to the Developer's actual knowledge, pending against the Developer or affecting or involving any of the Developer's Individual Parcel except that GT discloses the tax liens recorded against the GT Parcel as Instrument Nos. 2009-681517 and 2010-213441,real estate records of Maricopa County, Arizona.

The representations and warranties under this Agreement shall be true and correct as of the date of this Agreement If the Developer learns that any representation and warranty was true when given but is untrue after the date that such party becomes bound by this Agreement, the Developer shall provide written notice to the other Parties within three (3) business days after learning of the inaccuracy. The Developer shall reimburse the other Parties for any liability, loss, cost, damage or expense including, but not limited to, court costs and reasonable attorneys' fees, arising out of any breach by Developer of its representations and warranties.

16. Representations and Warranties of the City. The City is executing this Agreement, represents and warrants (with the understanding and intent that Lead Developer and the other Developers are relying and will rely on these representations and warranties) that:

(a) The City is authorized to enter into and perform this Agreement to the extent provided by its City Charter, City Code and the laws of the State of Arizona and that if such Charter, Code and Laws are in conflict with this Agreement, the provisions of such Charter, Code and Laws shall govern and to that extent this Agreement is binding and enforceable against City in accordance with its terms.

(b) The City has been duly and legally organized as a Home Rule Charter City pursuant to the Arizona constitution in the State of Arizona.

(c) The execution, delivery, and performance by City of this Agreement and any other instruments and documents to be executed and delivered in connection with this Agreement does not, and will not, result in any violation of, or conflict with, or constitute a default under, any provisions of (i) the Vistancia Development Agreement and amendments thereto; (ii) the Saddleback Heights Development Agreement and amendments thereto; (iii) the Lake Pleasant Heights Development Agreement and amendments thereto and is consistent with the adopted general plan and applicable zoning designations of the City.

(d) There is no litigation, investigation or proceeding pending or, to the actual knowledge of the City, contemplated or threatened against it, that would materially impair or affect the ability of the City to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

(e) The individual and/or entity executing this Agreement on behalf of City is authorized and empowered to execute this agreement.

(f) The authorization of this Agreement shall not bind the Peoria City Council to undertake any Legislative act. The Peoria City Council retains its sole and exclusive discretion to make such legislative determinations and the action of and/or failure to make a legislative determination shall not constitute the basis for a breach of this Agreement. Nothing in this Agreement shall be construed as a commitment by the City to exercise its legislative discretion to establish density, land use and zoning.

(g) The City is subject to the provisions of Arizona Revised Statutes, Section 38-511. However, the City is not aware of any employee of the City at the time of execution of this Agreement having a conflict of interest which would constitute the basis for rescission of such Agreement.

17. Arbitration. If, after following the dispute resolution procedures otherwise set forth in this Agreement, any question, dispute, or controversy remains in connection with this Agreement on which the Parties cannot agree (a "**Dispute**"), then such Dispute shall be resolved by mandatory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "**Rules**"), in accordance with and subject to the following provisions:

(a) Dispute Notice. If any Party believes that a Dispute exists, it may notify the other Parties thereof, which notice (a "**Dispute Notice**") shall identify the Dispute. Within ten (10) days after giving or receiving such notice, each Party shall submit to the others its final and best position as to the Dispute (hereinafter referred to as a "Final Position") which shall remain the position of such Party throughout the arbitration process. Notwithstanding the foregoing, the Parties may make offers in settlement at any time, but no such proposal shall be considered by the Arbitrator. As promptly as practicable, and in any event within thirty (30) days following the delivery of the Dispute Notice, the Parties shall meet in an attempt to resolve the Dispute. If the Dispute cannot be resolved at that meeting, any Party may submit the Dispute to arbitration as hereinafter provided.

(b) Appointment of Arbitrator. A single arbitrator shall be selected according to the Rules; provided, however, that the individual selected must be recognized in the Phoenix metropolitan area as having competence in the subject matter of the Dispute. The term "Arbitrator" as used herein shall mean and refer to the single arbitrator selected pursuant to this Section.

(c) Conduct of Arbitration. The arbitration shall be conducted in Phoenix, Arizona. The arbitration process shall generally be conducted by the designated Arbitrator in accordance with the Rules, but the Arbitrator shall have discretion to vary from those Rules in light of the nature or circumstances of any particular Dispute. In all events, unless waived by the Parties, the Arbitrator will conduct an arbitration hearing at which the Parties and their

counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Party. The proceedings at the arbitration hearing shall, unless waived by the Parties, be conducted under oath. Any party may elect to pay for a Court Reporter at their sole expense.. The Parties shall cooperate in good faith to permit a conclusion of the arbitration hearing within thirty (30) days following the appointment of the Arbitrator and shall endeavor to submit a joint statement setting forth each Dispute to be submitted to arbitration, including a summary of each Party's Final Position on each Dispute. The Arbitrator shall make a determination as to each Dispute in favor of the Final Position (as submitted within the first ten (10) days following the delivery of a Dispute Notice) determined by the Arbitrator to be the most reasonable of all the Final Positions submitted by the Parties in accordance with this Agreement, which Final Position shall be selected by the Arbitrator. In addition, the Arbitrator shall require the unsuccessful Party(ies) to pay all reasonable costs and fees, including attorney's fees, of the prevailing Party(ies) and costs and fees of the arbitrator.

(d) Standards of Conduct. The Parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the integrity and fairness of that process. To that end, if a Dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any Dispute either ex parte or outside of the contacts and communications contemplated by this Section 17, and the Parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by the other Parties.

(e) Decision. The decision of the Arbitrator with respect to any Dispute shall be final and binding on all Parties and not subject to appeal, in the absence of fraud or the extent permitted by law, and the prevailing Party(ies) may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

(f) Time of the Essence. The Parties agree that time is of the essence with respect to the resolution of any disputes arising hereunder.

(g) Disputes Related to Certain Matters. Notwithstanding the foregoing or any other provisions contained in this Agreement, disputes related to the Allocation Exhibit, the Approved Plans and Specifications, Plan Changes, the percentage of completion of an Improvement or whether an Improvement has been done in accordance with Approved Plans and Specifications, shall be resolved by a Consultant as arbitrator (or if the Consultants are unavailable, then by another construction engineer or construction manager reasonably agreed upon by the Parties). A hearing will be held by such arbitrator within ten (10) days after receipt of notice of dispute, at which the Parties shall be present and to which any Parties may bring counsel. The arbitrator may modify the Rules as the arbitrator deems reasonable or necessary. The arbitrator shall permit the Parties to provide a statement and evidence as to their position. The arbitrator shall inspect the work in question and shall make a decision as promptly as possible. The Parties acknowledge that there is a benefit to the Parties in having work done as expeditiously as possible and that there is a need for a streamlined method of making decisions described in this Section so that work is not delayed.

18. Miscellaneous.

(a) Failure to Pay Amounts Due. All amounts due and owing from any Party other than the City not paid when due hereunder and remaining unpaid five (5) City business days after notice of such failure from Lead Developer ("**Unpaid Funds**") shall bear interest at the rate of eighteen percent (18%) per annum until paid in full (the "**Interest**"). Any Developer may advance Unpaid Funds due from any other non-paying Developer (a "**Non-Paying Developer**") and shall be reimbursed the amount advanced plus Interest at the time the Non-Paying Developer pays its Unpaid Funds. The obligation of a Non-Paying Developer to reimburse another Developer pursuant to this Section 18(a) shall survive the completion of the Water Transmission Facilities and the expiration or termination of this Agreement. The City agrees that no Developer nor the Developer's Individual Parcel shall be permitted to connect to or otherwise access the Water Transmission Facilities until all amounts due from a Developer have been paid in full and the City receives written verification from Lead Developer that the amount due by Developer under the Exhibit D Allocation Schedule has been paid in full. If a Developer advances funds on behalf of a Non-Paying Developer and such Non-Paying Developer has not timely reimbursed the entire amount advanced plus Interest as and when demanded in writing by the advancing Developer, then (i) the conveyance capacity previously allocated to the Non-Paying Developer and its Individual Parcel shall be forfeited to the City and shall be deemed oversized capacity, and (ii) pursuant to section 25-34 of the Peoria city code, the city shall enter into a repayment agreement with the developer advancing funds. The repayment agreement will automatically terminate after 10 years, and any payments received by the City pursuant to the repayment agreement shall be paid to the developer advancing funds as required in section 25-34. Interest in the amount of 18% shall be included in the amounts paid by the City pursuant to the repayment agreement. The City's obligation to make payments to the Developer shall be limited to the amounts collected pursuant to a repayment agreement, and the City's obligation shall terminate when the repayment agreement terminates. When any Developer has fully paid its proportionate share, plus 18% interest per annum as previously set forth herein, due under this Agreement Lead Developer shall provide to City a written certification confirming that such Developer has fully paid its proportionate share and City may rely upon such certification in authorizing connection to the Water Transmission Facilities. If any Developer fails to pay any amounts owed by it hereunder and the other Developers elect not to advance Unpaid Funds on behalf of the Non-Paying Developer, then the remaining Developers (including the City) agree to use their good faith efforts to reduce the scope of and/or otherwise modify the Water Transmission Facilities, to the extent reasonably feasible, to eliminate the need for the Unpaid Funds and allow the remaining Developers and their Individual Parcels to be served in the manner originally contemplated by this Agreement.

(b) Attorneys' Fees. In the event any Party brings an arbitration or other proceeding against any other Party (as applicable) to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and other expenses and reasonable attorneys' fees by the non-prevailing Party(ies). In the event any judgment is secured by the prevailing Party, all costs and attorneys' fees shall be included therein and determined by the Arbitrator and not by jury.

(c) Waiver of Certain Damages. Each Party hereby waives for itself and its insurers all claims against each other Party for the waiving Party's consequential, incidental, special, exemplary, and punitive damages, but not the waiving Party's actual damages, arising out of or relating to this Agreement. This reciprocal waiver includes, but is not limited to: (i) damages incurred by a Party for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such

persons; and (ii) damages incurred by a Party for principal office expenses (including the compensation of personnel stationed there), for losses of financing, business, and reputation, and for loss of profit.

(d) Further Acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-subcontractor, employer-employee, partnership, joint venture or other arrangement between or among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no other person, firm, organization or corporation shall have any right or cause of action hereunder.

(f) Other Development Agreements. Individual Developers and the City may be subject to other Development Agreements entered into prior or subsequent to this Agreement. The provisions of this Agreement governing the development of the Water Transmission Facilities; the Improvement Costs; the establishment of Maximum Daily Demand Limits for each Developer's parcel as set forth in Exhibit D and the Allocation of Costs as set forth in Exhibit D shall control and govern in the event of any conflict between this Agreement and any other agreement.

(g) Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties pertaining to the construction of the Water Transmission Facilities. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by Lead Developer and the Developers.

(h) Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, without giving effect to the principles of conflicts of laws.

(i) Severability. If any provision of this Agreement is declared void or unenforceable, the provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

(j) Parties Bound. The burdens of this Agreement are binding on, and the benefits of this Agreement shall inure to the benefit of, the Lead Developer and the Developers executing this Agreement and their respective successors and permitted assigns. No Party shall have the right to withdraw from this Agreement without the consent and approval of all other Parties hereto; provided, however, a Developer shall have the right to assign its rights and obligations to a Permitted Assignee as provided below.

(k) Successors and Assigns. Except for an assignment to a Permitted Assignee as provided below, no Party to this Agreement shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each of the other Parties (at each Party's sole and absolute discretion). Any Developer may assign all or any part of its rights and obligations under this Agreement to a successor-in-ownership to all or a portion of

the Developer's Individual Parcel, to the then owner of all or a portion of the Individual Parcel (if not the Developer), or to a Developer of other property located within the Property or the Service Area (a "**Permitted Assignee**"), without the consent of the other Parties required, provided that such assignment conditioned on the following terms and conditions: (1) the Permitted Assignee shall not be entitled to "**tie-in**" or connect to or otherwise use any of the Water Transmission Facilities until the Developer (or the Permitted Assignee) shall have paid in full the Developer's Contribution Amount (or posted financial assurances for such Contribution Amount in accordance with the Agreement); (2) the Developer and Permitted Assignee shall give written notice to the other Developers of the effective date of the assignment (and, if the assignment is anything other than a full assignment, such notice shall specify how the Developer's proportionate share is to be allocated between the Developer and the Permitted Assignee); (3) the Permitted Assignee assumes in writing the obligations of the assigning Developer under this Agreement pursuant to a written assignment and assumption agreement; and (4) specific written notice of the terms and conditions of the Assignment are provided to the City, including but not limited to the distribution of any credits by the City to Developer. Any attempted assignment in violation of the foregoing provisions shall be null and void and of no force or effect.

(l) Counterparts. This Agreement (and any Addendum) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

(m) Time of Essence. Time is of the essence each and every term, condition, obligation and provision hereof.

(n) Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(o) Exhibits. The exhibits attached hereto are hereby incorporated herein by this reference.

(p) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of the provision or any other provision hereof.

(q) Computation of Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days or City Business Days. City Business Days are Monday through Thursday. Official Holidays adopted by the City are not City Business Days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday, City holiday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, City holiday or a national holiday.

(r) Satisfaction of Obligations. Obligations required under this Agreement shall be deemed to be satisfied if the Party responsible to satisfy the obligation performs the obligations itself or causes the obligation to be performed by some other third-party.

(s) Cross-Indemnification. Each Developer shall severally (and not jointly) indemnify, defend and hold harmless the other Parties to this Agreement and their affiliates, including the Lead Developer (collectively, the "**Indemnified Parties**"), from any liabilities, claims and costs (including, but not limited to, court costs and attorneys fees) as may be suffered or incurred by the other Parties in connection with suits, claims, demands and/or actions by the indemnifying Developer's successors-in-interest, assigns, tenants, and successors-in-title (including, but not limited to, any homeowners', condominium Developers' or property Developers' association, retail homebuyer(s), and other third party purchaser(s) of any subdivided residential lot, condominium unit, common area, commercial parcel and/or other parcel within the indemnifying Developer's Individual Parcel), arising out of or relating to defects or alleged defects in the Water Transmission Facilities done pursuant to this Agreement.

(t) Cancellation. This Agreement is subject to cancellation for conflict of interest by the City only, without penalty or further obligation as provided by A.R.S. Section 38-511.

(u) Limitation on Trustee Liability. Trustee is executing this Agreement solely in its capacity as Trustee under Trust 4912 and not in its corporate capacity. Trustee shall not be required in acting hereunder (a) to enter into any contract or other obligation in its proprietary corporate capacity, or (b) to make itself individually liable in its proprietary corporate capacity to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. Trustee shall have no individual liability or obligation whatsoever to any party to this Agreement (other than the beneficiaries of Trust 4912), arising from its ownership, as Trustee, of legal title to the land held in Trust 4912, or with respect to any act done or contract entered into or indebtedness incurred in relation to the land held in Trust 4912 or in otherwise acting hereunder. Nothing contained in this Section 18(u) shall limit the obligations and liabilities of Trust 4912 under this Agreement.

19. Termination Upon Sale to Public. This Agreement is not intended to and will not create conditions or exceptions to title or covenants running with the Property as to Public Lots as defined below. Therefore, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, notwithstanding anything contained herein to the contrary, this Agreement will terminate without the execution or recordation of any further document or instrument as to any lot or parcel which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year), transferred or sold to the end purchaser or user thereof (a "**Public Lot**") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

LEAD DEVELOPER:

VISTANCIA SOUTH, LLC, a Delaware limited liability company

By: SLF III – VPMM, LLC, a Texas limited liability company, its managing member

By: SLF III – Vistancia, LLC, a Texas limited liability company, its sole and managing member

By: Stratford Land Fund III, L.P., a Delaware limited partnership, its sole and managing member

By: Stratford Fund III GP, LLC, a Texas limited liability company, its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia South, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:
_____

VISTANCIA:

VISTANCIA SOUTH, LLC, a Delaware limited liability company

By: SLF III – VPMM, LLC, a Texas limited liability company, its managing member

By: SLF III – Vistancia, LLC, a Texas limited liability company, its sole and managing member

By: Stratford Land Fund III, L.P., a Delaware limited partnership, its sole and managing member

By: Stratford Fund III GP, LLC, a Texas limited liability company, its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia South, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:
_____

VW:

VISTANCIA WEST CONSTRUCTION, LP, a Delaware limited partnership

By: Vistancia West Construction Holdings, LLC,
A Delaware limited liability company

Title: General Partner

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Vistancia West Construction Holdings, LLC, a Delaware limited liability company, the general partner of Vistancia West Construction, LP., a Delaware limited partnership, for and on behalf thereof.

_____
Notary Public

My commission expires:

GT VENTURES:

GT VENTURES LAKE PLEASANT, LP, a Delaware limited partnership

By: Cotton Lane Ventures, Inc., an Arizona corporation, General Partner

By: _____
Name: Gary D. Torhjelm
Title: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by Gary D. Torhjelm, the President of Cotton Lane Ventures, Inc., an Arizona corporation, the General Partner in GT Ventures Lake Pleasant, L.P., a Delaware limited partnership, for and on behalf thereof.

_____
Notary Public

My commission expires:

DIAMOND:

FIRST AMERICAN TITLE INSURANCE COMPANY , a Nebraska corporation, (redomesticated from California effective July 1, 2014), as Trustee Under Trust No. 4912 and in no other capacity.

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the Trustee of FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, (redomesticated from California effective July 1, 2014), as Trustee Under Trust No. 4912 and in no other capacity, for and on behalf thereof.

_____
Notary Public

My commission expires:

CITY:

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Cathy Carlat, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ESCROW AGENT ACCEPTANCE:

The undersigned Escrow Agent hereby agrees to be bound by the provisions hereof applicable to Escrow Agent, and agrees to perform its obligations as set forth herein.

FIRST AMERICAN TITLE INSURANCE COMPANY,
a Nebraska corporation

By: _____
Its: _____

Date: _____, 2015

VISTANCIA OWNER CONSENT:

The undersigned, the owners of the property described in Exhibit A-1 to the attached Joint Development Agreement (the "Vistancia Parcel"), hereby consents to recording the attached Joint Development Agreement against the Vistancia Parcel solely for the purpose of complying with Arizona Revised Statutes Section 9-500.05.D. The undersigned's execution of this Consent does not afford the undersigned any rights or benefits under the Agreement (whether as a party, a third party beneficiary, or otherwise), nor does the undersigned's execution of this Consent impose any personal liability on the undersigned or the owner of the Vistancia Parcel, or impose, or grant the right to impose, any monetary lien on the Vistancia Parcel.

Date:_____ ___, 2015

VISTANCIA 580 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia 580 Commercial, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA 150 COMMERCIAL, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia 150 Commercial, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA NORTH, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia North, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA VILLAGE H, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Village H, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA CLEMENTINE, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Clementine, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

VISTANCIA MYSTIC, LLC,
a Delaware limited liability company

By: SLF III – VPMM, LLC,
a Texas limited liability company,
its managing member

By: SLF III – Vistancia, LLC,
a Texas limited liability company,
its sole and managing member

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its sole and managing member

By: Stratford Fund III GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2015, by _____, the _____ of Stratford Fund III GP, LLC, a Texas limited liability company, the General Partner in Stratford Land Fund III, L.P., a Delaware limited partnership, the sole and managing member of SLF III – Vistancia, LLC, a Texas limited liability company, the sole and managing member of SLF III – VPMM, LLC, a Texas limited liability company, the managing member of Vistancia Mystic, LLC, a Delaware limited liability company, for and on behalf thereof.

_____
Notary Public

My commission expires:

GT PARCEL OWNER CONSENT

The undersigned, the owner of the property described in Exhibit A-4 to the attached Joint Development Agreement (the "GT Parcel"), hereby consents to recording the attached Joint Development Agreement against the GT Parcel solely for the purpose of complying with Arizona Revised Statutes Section 9-500.05.D. The undersigned's execution of this Consent does not afford the undersigned any rights or benefits under the Agreement (whether as a party, a third party beneficiary, or otherwise), nor does the undersigned's execution of this Consent impose any personal liability on the undersigned or the owner of the GT Parcel, or impose, or grant the right to impose, any monetary lien on the GT Parcel.

Date:_____ ___, 2015

GROUP THREE PROPERTIES, an Arizona general partnership
By:_____
Name: Gary Torhjelm
Title: General Partner

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2015 by Gary Torhjelm, the General Partner of **GROUP THREE PROPERTIES**, an Arizona general partnership, on behalf thereof.

_____
Notary Public

(Seal)

GT PARCEL OWNER CONSENT

The undersigned, the owner of the property described in Exhibit A-4 to the attached Joint Development Agreement (the "GT Parcel"), hereby consents to recording the attached Joint Development Agreement against the GT Parcel solely for the purpose of complying with Arizona Revised Statutes Section 9-500.05.D. The undersigned's execution of this Consent does not afford the undersigned any rights or benefits under the Agreement (whether as a party, a third party beneficiary, or otherwise), nor does the undersigned's execution of this Consent impose any personal liability on the undersigned or the owner of the GT Parcel, or impose, or grant the right to impose, any monetary lien on the GT Parcel.

Date:_____ ___, 2015

NORANDA PROPERTIES, LP, a Nevada limited partnership, the successor-by-conversion to Noranda Properties, Inc., a Nevada corporation, formerly known as Noranda Properties, Inc., an Arizona corporation

By: NorGar, LLC, a Nevada limited liability company, General Partner

By:_____

Name: Gary Torhjelm

Title: Manager

STATE OF ARIZONA)
) §§
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2015 by Gary Torhjelm, the Manager of NorGar, LLC, a Nevada limited liability company, the General Partner of **NORANDA PROPERTIES, LP**, a Nevada limited partnership, the successor-by-conversion to Noranda Properties, Inc., a Nevada corporation, formerly known as Noranda Properties, Inc., an Arizona corporation, on behalf thereof.

_____

Notary Public

(Seal)

LIST OF EXHIBITS

Exhibit A-1: Legal Description of the Vistancia Parcel
Exhibit A-2: Legal Description of the VW Parcel
Exhibit A-3: The Iota Parcel
Exhibit A-4: Legal Description of the GT Parcel
Exhibit A-5: Legal Description of the Diamond Parcel
Exhibit A-6: General Depiction of the City's Service Area
Exhibit B: Description of Water Transmission Facilities
Exhibit C: Budget
Exhibit D: Allocation Exhibit
Exhibit E: Right of Way
Exhibit F: Escrow Agent Fees and Additional Terms
Exhibit G: Schedule of Draft Plans and Specifications
Exhibit H: Construction Schedule
Exhibit I: Amounts and Types of Insurance Coverages
- Subsection A: Contractor's Insurance
- Subsection B: Lead Developers Insurance
Exhibit J: Form of Letter of Credit

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EXHIBIT A-1

LEGAL DESCRIPTION OF THE VISTANCIA PARCEL

PLATTED LOTS / TRACTS

LOTS 12 AND 13 OF REPLAT OF LOTS 12 AND 13 OF BLACKSTONE AT VISTANCIA PARCEL B2, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 831 OF MAPS, PAGE 10;

LOTS 1, 2, 4, 5, 6, 7, 9, 10, 12, 19 AND 21 OF BLACKSTONE AT VISTANCIA PARCEL B7, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 961 OF MAPS, PAGE 38;

TRACTS A, B, C, D, E, F, G, H, I, AA, EE AND AAA OF FINAL PLAT OF BLACKSTONE AT VISTANCIA, PARCELS A3 & B14, PEORIA, ARIZONA, A RE-PLAT OF TRACT E-1 AS SHOWN ON THE AMENDED MAP OF PRIVATE TRACT DEDICATION OF BLACKSTONE DRIVE & SUNRISE POINT RECORDED IN BOOK 1203 OF MAPS, PAGE 35, MCR, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1204 OF MAPS, PAGE 36;

TRACTS I, J, AA, CC, DD, EE AND FF OF FINAL PLAT OF BLACKSTONE AT VISTANCIA PARCELS B6 & B9, PEORIA, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1144 OF MAPS, PAGE 18;

TRACT I OF FINAL PLAT FOR VISTANCIA PARCEL A18, PEORIA, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1171 OF MAPS, PAGE 10;

TRACTS N AND P, OF THE RE-PLAT OF MAP OF DEDICATION VISTANCIA BOULEVARD, LONE MOUNTAIN ROAD, CREOSOTE DRIVE & WESTLAND ROAD, ACCORDING TO THE MAP OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 850 OF MAPS, PAGE 23.

EXCEPT THEREFROM ANY PORTION OF TRACT P CONVEYED TO THE CITY OF PEORIA IN SPECIAL WARRANTY DEED RECORDED AS 2008-0271039 OF OFFICIAL RECORDS;

TRACTS O-1A AND O1-B OF VISTANCIA PARCEL F3 PHASE 1 TRACTS 0-1 AND 0-2 AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1188, PAGE 16;

TRACTS A-2, B-2, B-3, B-4, E, G, AA, BB AND CC OF MAP OF DEDICATION EL MIRAGE ROAD, RIDGELINE ROAD & WESTWARD SKIES DRIVE ACCORDING TO THE MAP OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1178 OF MAPS, PAGE 45.

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner (GLO brass cap) of said Section 24, from which point the north quarter corner (rebar) thereof bears S 89°38'17" E a distance of 2637.11 feet;

Thence S 84°59'31" E a distance of 1308.79 feet to the POINT OF BEGINNING;

Thence 194.41 feet along the arc of a curve to the right, having a radius of 1950.00 feet, through a central angle of 05°42'44" and a chord bearing S 85°13'01" E, from which point the radius point bears S 01°55'37" W;

Thence 249.08 feet along the arc of a curve to the left, having a radius of 1550.00 feet, through a central angle of 09°12'26" and a chord bearing S 86°57'52" E;

Thence N 88°25'55" E a distance of 118.63 feet;

Thence S 46°34'05" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 43.00 feet;

Thence N 43°25'55" E a distance of 19.80 feet;

Thence N 88°25'55" E a distance of 327.28 feet;

Thence 651.43 feet along the arc of a curve to the right, having a radius of 348.50 feet, through a central angle of 107°05'58" and a chord bearing S 38°01'06" E;

Thence S 15°31'53" W a distance of 89.31 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 88°19'12" W;

Thence 280.47 feet along the arc of a non-tangent curve to the left, having a radius of 185.00 feet, through a central angle of 86°51'48" and a chord bearing N 45°06'41" W;

Thence N 85°03'42" W a distance of 345.19 feet;

Thence N 60°45'45" W a distance of 506.91 feet;

Thence N 74°32'48" W a distance of 317.90 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 13°11'31" W;

Thence 7.50 feet along the arc of said curve to the left, having a radius of 100.00 feet, through a central angle of 04°17'41" and a chord bearing N 78°57'20" W to the POINT OF BEGINNING.

Said Description contains 6.0794 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°38'17" E for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

August 14, 2009
Vistancia, LLC
Parcel B13
Boundary

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner (rebar) of said Section 24, from which point the northwest corner (GLO brass cap) thereof bears N 89°38'17" W a distance of 2637.11 feet;

Thence S 85°43'05" W a distance of 1475.01 feet to the POINT OF BEGINNING;

Thence S 35°32'43" W a distance of 429.17 feet;

Thence N 78°36'41" W a distance of 179.07 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 01°44'40" E;

Thence 36.76 feet along the arc of said curve to the left, having a radius of 51.34 feet, through a central angle of 41°01'14" and a chord bearing S 67°44'43" W;

Thence S 36°59'25" W a distance of 728.05 feet;

Thence S 16°21'29" W a distance of 199.74 feet;

Thence N 22°38'56" W a distance of 256.72 feet;

Thence N 06°17'34" W a distance of 492.10 feet;

Thence N 18°08'29" W a distance of 322.79 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 67°51'09" W;

Thence 62.36 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, through a central angle of 35°43'53" and a chord bearing N 40°00'48" W;

Thence S 85°04'13" E a distance of 266.68 feet;

Thence 201.62 feet along the arc of a curve to the left, having a radius of 1232.00 feet, through a central angle of 09°22'36" and a chord bearing S 89°45'31" E;

Thence N 85°33'11" E a distance of 693.91 feet;

Thence 26.82 feet along the arc of a curve to the left, having a radius of 1950.00 feet, through a central angle of 00°47'17" and a chord bearing N 85°56'50" E;

Thence S 48°22'31" E a distance of 19.77 feet;

Thence N 87°24'41" E a distance of 45.00 feet to the POINT OF BEGINNING.

Said Description contains 12.9460 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°38'17" W for the north line of the Northwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

[redacted]

August 14, 2009
Vistancia, LLC
Blackstone Guesthouse
Boundary

LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter Section 24, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner (GLO brass cap) of said Section 24, from which point the south quarter corner thereof bears S 89°42'19" E a distance of 2638.71 feet;

Thence N 61°54'21" E a distance of 2235.28 feet to the POINT OF BEGINNING;

Thence N 67°53'50" W a distance of 123.31 feet;

Thence N 22°06'10" E a distance of 121.65 feet;

Thence N 07°55'27" E a distance of 93.21 feet;

Thence N 33°36'15" E a distance of 65.03 feet;

Thence N 50°52'49" E a distance of 16.57 feet;

Thence N 06°05'23" W a distance of 7.05 feet;

Thence N 74°37'37" E a distance of 17.48 feet to the beginning of a non-tangent curve to the right, from which point the radius point bears S 38°17'22" W;

Thence 147.82 feet along the arc of said curve to the right, having a radius of 133.50 feet, through a central angle of 63°26'29" and a chord bearing S 19°59'23" E;

Thence S 11°43'51" W a distance of 191.88 feet;

Thence S 66°41'36" W a distance of 19.93 feet to the POING OF BEGINNING.

Said Description contains 0.7890 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°42'19" E for the south line of the Southwest Quarter of Section 24, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

[redacted]

7

AUGUST 11, 2009
PROJECT # 07114

PROPERTY DESCRIPTION FOR
PARCEL F-9 OF VISTANCIA

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, BEARS NORTH 00°03'34" EAST, A DISTANCE OF 2635.45 FEET;

THENCE NORTH 89°45'50" WEST, ALONG THE EAST-WEST MID SECTION LINE OF SECTION 14, A DISTANCE OF 1,324.04 FEET TO AN ALUMINUM CAP FLUSH WHICH MONUMENTS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 00°08'25" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 209.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AS SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986;

THENCE ALONG SAID LINE FOR THE FOLLOWING 6 COURSES, SOUTH 78°58'14" EAST, A DISTANCE OF 44.41 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 339.62 FEET TO A BRASS CAP FLUSH;

THENCE CONTINUING NORTH 49°06'08" EAST, A DISTANCE OF 881.47 FEET TO A BRASS CAP FLUSH;

THENCE SOUTH 16°04'28" WEST, A DISTANCE OF 477.09 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 200.03 FEET;

THENCE NORTH 16°04'28" EAST, A DISTANCE OF 477.09 FEET;

THENCE NORTH 49°06'08" EAST, A DISTANCE OF 273.99 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14;

THENCE SOUTH 00°03'34" WEST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL SHOWN ON THE BUREAU OF RECLAMATION SURVEY DIAGRAM NUMBER 344-330-3071, DATED FEBRUARY 4, 1981, REVISED MAY 20, 1986, AND ALONG SAID EAST LINE A DISTANCE OF 1,316.64 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 928,741 SQUARE FEET OR 21.3209 ACRES, MORE OR LESS.

[redacted]

SCHEDULE 1.10(B)

August 27, 2009
Legal Description
Vistancia Village A, Parcel A-5

A portion of land situated in the Northwest one-quarter of Section 23, Township 5 North, Range 1 West of the Gila and Salt River Meridian, City of Peoria, County of Maricopa, State of Arizona, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 23 according to record of survey shown in Book 632 at Page 24 with Rec. No. 2003-0515217 M.C.R. from which the Northwest corner of said Section 23 bears North 89° 42' 04" West a distance of 2,643.63 feet, said point being the **Basis of Bearing** herein;

THENCE South 33° 35' 50" West a distance of 1,315.25 feet to the Northwest corner of Vistancia Village A Parcel A7 as shown on the Final Plat in Book 719 at Page 33 with Rec. No. 2004-1486031 M.C.R., said point being on the Southerly boundary line of Tract B of Lone Mountain Road as shown on Map of Dedication in Book 744 at Page 25 with Rec. No. 2005-0545750 M.C.R. said point being the **Point of Beginning;**

THENCE departing said Southerly tract line and along the Westerly boundary line of said Parcel A7 the following three (3) courses;

(1) THENCE South 00° 23' 50" West a distance of 692.68 feet;

(2) THENCE South 73° 46' 49" West a distance of 172.84 feet;

(3) THENCE South 03° 15' 27" West a distance of 150.83 feet to the Northwest corner of the Re-Plat of Vistancia Village A Parcel A38 as shown on in Book 828 at Page 22 with Rec. No. 2006-0465671 M.C.R.;

THENCE South 03° 15' 27" West departing said Westerly boundary line of said Parcel A7 and along the Westerly boundary line of said Parcel A38 a distance of 338.37 feet to a point on the Northerly boundary line of Vistancia Village A Parcel A37 as shown on the Final Plat in Book 662 of Maps at Page 26 with Rec. No. 2003-1670676 M.C.R.;

THENCE departing said Westerly boundary line of said Parcel A38 and along the Northerly boundary line of said Parcel A37 the following four (4) courses;

(1) THENCE North 73° 00' 00" West a distance of 15.52 feet to a point of tangent curve concaving Southerly with a radius of 848.00 feet;

(2) THENCE 275.26 feet along the arc of said curve to the left through a central angle of 18° 35' 53", having a chord bearing of North 82° 17' 57" West and chord distance of 274.05 feet;

(3) THENCE South 88° 24' 07" West a distance of 24.37 feet;

(4) THENCE South 43° 45' 53" West a distance of 28.06 feet to a point on the Easterly boundary line of Tract C of Vistancia Boulevard as shown on Map of Dedication in Book 718 of Maps at Page 47 with Rec. No. 2004-1473157 M.C.R. said point being a point of non-tangent curve concaving Westerly with a radius of 2,575.00 feet;

THENCE departing said Northerly boundary line of said Parcel A37 and along said Easterly tract line the following five (5) courses;

(1) THENCE 748.29 feet along the arc of said curve to the left through a central angle of 16° 39' 00", having a chord bearing of North 08° 40' 30" West and chord distance of 745.66 feet;

(2) THENCE North 17° 00' 00" West a distance of 32.93 feet;

(3) THENCE North 13° 11' 08" West a distance of 75.16 feet;

(4) THENCE North 17° 00' 00" West a distance of 227.19 feet;

(5) THENCE North 27° 58' 43" East a distance of 14.41 feet to a point on said Southerly right of way line of said Lone Mountain Road;

THENCE departing said Easterly tract line and along said Southerly tract line the following six (6) courses;

(1) THENCE North 27° 58' 43" East a distance of 13.05 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;

(2) THENCE 121.82 feet along the arc of said curve to the right through a central angle of 02° 14' 01", having a chord bearing of North 74° 30' 11" East and chord distance of 121.81 feet;

(3) THENCE South 14° 16' 13" East a distance of 1.97 feet;

(4) THENCE North 75° 57' 29" East a distance of 31.08 feet;

(5) THENCE North 54° 40' 41" East a distance of 5.44 feet to a point of non-tangent curve concaving Southerly with a radius of 3,125.00 feet;

(6) THENCE 576.11 feet along the arc of said curve to the right through a central angle of 10° 33' 46", having a chord bearing of North 81° 33' 46" East and chord distance of 575.30 feet to the **Point of Beginning.**

Said parcel contains 14.161 gross acres more or less.

Said Parcel contains 14.161 net acres, more or less "Net acres" is defined as gross acres, minus Wash Area within said parcel (Parcel A5 is not affected by said Wash Area).

[redacted]

DEI
Professional
Services, LLC

Civil Engineering
Land Surveying
Project Management

www.deipro.com

[redacted]

REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
DECEMBER 3, 2007
PROJECT # 07114.10.101

LEGAL DESCRIPTION
VISTANCIA A-11
LOT 1

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY,HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 89.74 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 158.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 575.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96.55 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET;

6225 North 24th Street, Suite 200 • Phoenix, AZ 85016 • 602.954.0038 Phone • 602.944.8605 Fax

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113.47 FEET;

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 22.95 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.41 FEET;

THENCE NORTH 74 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.75 FEET;

THENCE NORTH 40 DEGREES 33 MINUTES 01 SECONDS EAST, A DISTANCE OF 55.35 FEET;

THENCE NORTH 75 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 97.37 FEET;

THENCE NORTH 44 DEGREES 15 MINUTES 01 SECONDS EAST, A DISTANCE OF 43.66 FEET;

THENCE NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 11.44 FEET TO THE NORTHEASTERLY LINE OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 37 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,075.00 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT "M" THE FOLLOWING FOUR (4) COURSES;

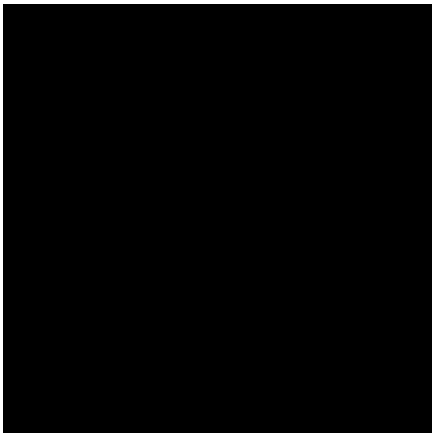
(1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 40 SECONDS, A DISTANCE OF 68.58 FEET;

(2) SOUTH 48 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 52.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 35 DEGREES 33 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,080.00 FEET;

(3) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 17 MINUTES 36 SECONDS, A DISTANCE OF 230.80 FEET;

(4) SOUTH 14 DEGREES 39 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.66 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 146,011 SQUARE FEET OR 3.3519 ACRES GROSS, MORE OR LESS. (GROSS = NET)



DEI
Professional Services, LLC

Civil Engineering
Land Surveying
Project Management

[redacted]

AUGUST 27, 2008
PROJECT # 07114

LEGAL DESCRIPTION
VISTANCIA A-11
RECHARGE WELL PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT "M" AS SHOWN ON THE MAP OF DEDICATION FOR "LONE MOUNTAIN ROAD" RECORDED IN BOOK 744 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS, AND A PORTION OF TRACT "H" AS SHOWN ON THE PLAT OF "VISTANCIA VILLAGE A PARCEL A10B" RECORDED IN BOOK 657 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, FROM WHICH AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT "M", BEING A ½" REBAR WITH CAP, BEARS SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.90 FEET;

THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 167.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY,HAVING A RADIUS OF 788.00 FEET;

THENCE ALONG THE SOUTHEASTERLY LINES OF SAID TRACTS "M" AND "H", AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 52 SECONDS, A DISTANCE OF 217.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THE RADIUS OF WHICH BEARS NORTH 44 DEGREES 11 MINUTES 08 SECONDS WEST, A DISTANCE OF 788.00 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTHWESTERLY, CONTINUING ALONG SAID SOUTHEASTERLY LINES AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 53 MINUTES 55 SECONDS, A DISTANCE OF 26.11 FEET;

THENCE NORTH 26 DEGREES 28 MINUTES 10 SECONDS WEST, DEPARTING SAID SOUTHEASTERLY LINES, A DISTANCE OF 92.59 FEET;

THENCE NORTH 47 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 155.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE RADIUS OF WHICH BEARS NORTH 48 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 600.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 45 MINUTES 41 SECONDS, A DISTANCE OF 102.22 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 129.68 FEET;

THENCE NORTH 05 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 15 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 35.47 FEET;

THENCE SOUTH 74 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 15 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.41 FEET;

THENCE SOUTH 05 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 22.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 08 MINUTES 57 SECONDS, A DISTANCE OF 113.47 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 575.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09 DEGREES 37 MINUTES 14 SECONDS, A DISTANCE OF 96.55 FEET;

THENCE SOUTH 47 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 158.42 FEET;

THENCE SOUTH 26 DEGREES 28 MINUTES 10 SECONDS EAST, A DISTANCE OF 89.74 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

SAID PARCEL CONTAINS 13,185 SQUARE FEET OR 0.3026 ACRES GROSS, MORE OR LESS. (GROSS = NET)

SCHEDULE 1.10(B)

VISTANCIA PARCEL A25
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 10°04'37" E a distance of 1379.95 feet to a point on the north line of Tract "DD" (said point being the beginning of a non-tangent curve to the left from which point the radius point bears S 41°08'15" W) as shown on the Re-Plat of Map of Dedication Vistancia Phase - 1A, recorded in Book 977, Page 06, Maricopa County Records, the POINT OF BEGINNING;

Thence 1117.24 feet along the arc of said curve to the left and along said north line, having a radius of 7082.00 feet, through a central angle of 09°02'20" and a chord bearing N 53°22'55" W;

Thence N 13°43'08" W, leaving said north line, a distance of 48.19 feet;

Thence N 30°41'28" E a distance of 343.69 feet;

Thence 349.94 feet along the arc of a curve to the left, having a radius of 720.00 feet, through a central angle of 27°50'50" and a chord bearing N 16°46'03" E;

Thence N 72°47'55" E a distance of 307.72 feet;

Thence S 52°42'11" E a distance of 321.22 feet to a point on a west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records;

Thence S 26°29'31" E, along said west line, a distance of 275.36 feet;

Thence S 02°20'30" W, leaving said west line, a distance of 990.61 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 18.4943 gross acres, more or less, including any easements of record.

Said parcel contains 14.9079 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).

[redacted]

SCHEDULE 1.10(B)

VISTANCIA PARCEL A26
LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner (GLO brass cap) of said Section 26 from which point the south quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38;

Thence N 03°30'31" E a distance of 2599.76 feet to a point on the west line of Tract "D" as shown on the final plat for Vistancia Village A Parcel A20 recorded in Book 656, Page 03, Maricopa County Records, the POINT OF BEGINNING;

Thence N 52°42'11" W, leaving said west line, a distance of 321.22 feet;

Thence S 72°47'55" W a distance of 307.72 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 87°09'22" W;

Thence 358.45 feet along the arc of said curve to the left, having a radius of 720.00 feet, through a central angle of 28°31'28" and a chord bearing N 11°25'06" W;

Thence N 62°26'49" E a distance of 0.38 feet to the southwest corner of Tract O as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records;

Thence N 62°26'49" E, continuing along aforementioned course and along the south lines of Tract O, Tract P and Tract C respectively all shown on said final plat for Vistancia parcel A29, a distance of 357.74 feet;

Thence S 87°22'44" E, continuing along the south lines of said Tract C and Tract J (as shown on the final plat for Vistancia Parcel A29 recorded in Book 839, Page 38, Maricopa County Records) respectively, a distance of 399.12 feet to a point on the west line of said Tract "D" (said point being the southeast corner of said Tract J);

Thence S 01°48'53" W, along said west line, a distance of 182.39 feet;

Thence S 12°17'13" W, continuing along said west line, a distance of 426.24 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is N 89°43'33" W for the south line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 6.8112 gross acres, more or less, including any easements of record.

Said parcel contains 5.1435 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel (which Wash Area is described in the legal description attached as Schedule 1.11 hereto).

[redacted]

SCHEDULE 1.10(B)

VISTANCIA PARCEL A27
LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 26 (GLO brass cap) from which point the southeast corner (GLO brass cap) thereof bears S 00°13'14 W a distance of 2638.11 feet;

Thence N 56°00'41" W a distance of 688.72 feet to a point on the west line of proposed Tract P, as shown on the proposed Re-Plat, Re-Plat Map of Dedication- Vistancia Phase 1A, said point being the southeast corner of "Vistancia Parcel A28", as shown on the Final Plat for "Vistancia Parcel A28", recorded in Book 840, Page 43, Maricopa County Records, the POINT OF BEGINNING;

Thence along said west line the following four (4) courses and distances:

Thence S 27°33'11" E a distance of 2.32 feet;

Thence 630.27 feet along the arc of a curve to the right, having a radius of 620.00 feet, through a central angle of 58°14'39" and a chord bearing S 01°34'08" W;

Thence S 30°41'28" W a distance of 342.60 feet;

Thence S 75°50'04" W a distance of 47.33 feet to a point on the north line of "Tract L", as shown on the "Re-Plat Map of Dedication- Vistancia Phase 1A" recorded in Book 977, Page 06, Maricopa County Records, the beginning of a non-tangent curve to the left, from which point the radius point bears S 30°44'43" W;

Thence 359.17 feet along said north line and along the arc of said curve to the left, having a radius of 7082.00 feet, through a central angle of 02°54'21" and a chord bearing N 60°42'28" W;

Thence N 62°09'38" W, continuing along said north line, a distance of 266.46 feet to the southwest corner of said "Vistancia Parcel A28";

Thence N 52°05'24" E, leaving said north line and along the south boundary line of said "Vistancia Parcel A28" a distance of 995.01 feet to the POINT OF BEGINNING.

The basis of bearing for the above description is S 00°13'14 W for the east line of the Southeast Quarter of Section 26, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, Arizona, as shown on an Amended Results of Survey recorded in Book 632, Page 24, Maricopa County Records.

Said parcel contains 8.8684 gross acres, more or less, including any easements of record.

Said parcel contains 8.8684 net acres, more or less. "Net acres" is defined as gross acres, minus Wash Area within said parcel.

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 00°09'18" W a distance of 5.48 feet to POINT OF BEGINNING (POB#1);

Thence S 00°09'18" W a distance of 2634.79 feet;

Thence S 00°17'33" W a distance of 1452.92 feet to a point to be known as "Point A";

Thence N 45°01'19" W a distance of 32.69 feet;

Thence N 00°00'57" W a distance of 2053.44 feet;

Thence N 04°53'49" W a distance of 1340.25 feet;

Thence 703.86 feet along the arc of a curve to the right, having a radius of 1144.00 feet, through a central angle of 35°15'07" and a chord bearing N 12°43'44" E to POINT OF BEGINNING (POB#1);

AND;

A parcel of land lying within the Southeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at said "Point A";

Thence S 00°17'33" W a distance of 208.62 feet to POINT OF BEGINNING (POB#2);

Thence S 00°17'33" W a distance of 66.90 feet;

Thence N 60°34'47" W a distance of 24.60 feet to the beginning of a non-tangent curve to the left, from which point the radius point bears S 29°25'16" W;

Thence 0.25 feet along the arc of said curve to the left, having a radius of 641.52 feet, through a central angle of 00°01'19" and a chord bearing N 60°35'23" W;

Thence N 00°00'57" W a distance of 32.69 feet;

Thence N 44°58'41" E a distance of 31.11 feet to POINT OF BEGINNING (POB#2);

EXCEPTING therefrom;

A parcel of land lying within the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner (GLO brass cap) of said Section 35, from which point the north quarter corner (GLO brass cap) thereof bears N 89°43'33" W a distance of 2642.38 feet;

Thence S 02°23'36" W a distance of 520.73 feet to POINT OF BEGINNING (POB#3);

Thence S 00°09'18" W a distance of 81.33 feet;

Thence N 89°50'52" W a distance of 75.33 feet;

Thence N 00°09'18" E a distance of 81.33 feet;

Thence S 89°50'52" E a distance of 75.33 feet to POINT OF BEGINNING (POB#3).

Said Description contains 5.7927 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°43'33" W for the north line of the Northeast Quarter of Section 35, Township 5 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, City of Peoria, Arizona, as shown on an Amended Results of Survey, recorded in Book 632, Page 24, Maricopa County Records.

[redacted]

LEGAL DESCRIPTION
FOR
PARCEL C-36 ALL

A PORTION OF LAND IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH AND ADJACENT TO THE SOUTH LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35 BEING A GLO CAP ON A BENT PIPE;

THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 890.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BEARSLEY CANAL AS RECORDED IN BOOK 584 OF MAPS, PAGE 19, MCR;

THENCE NORTH 23 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY, A DISTANCE OF 241.21 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG ALONG SAID CANAL RIGHT OF WAY AND A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 502.58 FEET, THROUGH A CENTRAL ANGLE OF 96 DEGREES 21 MINUTES 21 SECONDS, AN ARC LENGTH OF 845.20 FEET;

THENCE SOUTH 60 DEGREES 34 MINUTES 44 SECONDS EAST ALONG SAID CANAL RIGHT OF WAY LINE, A DISTANCE OF 101.94 FEET TO EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE SOUTH 00 DEGREES 17 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 414.54 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION RECORDED IN DOCUMENT 2005-0996190, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

SAID PARCEL CONTAINING 373,812 SQUARE FEET OR 8.58 ACRES MORE OR LESS.

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Land Surveying
Project Management

[redacted]

REVISED SEPTEMBER 9, 2008
REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION
VISTANCIA PARCEL F-6A

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (2) COURSES;

NORTH 17 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 118.70 FEET;

THENCE NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 511.27 FEET TO THE SOUTHEAST CORNER OF TRACT E, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING NORTH 32 DEGREES 53 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF TRACT E, A DISTANCE OF 273.91 FEET;

THENCE NORTH 07 DEGREES 56 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 109.35 FEET;

THENCE CONTINUING ALONG THE EAST LINE OF TRACT E, NORTH 34 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 20.33 FEET TO THE SOUTHERLY LINE OF TRACT R, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID EAST LINE OF TRACT E, AND PROCEEDING ALONG SAID SOUTHERLY LINE OF TRACT R, THE FOLLOWING (4) COURSES;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.79 FEET;

THENCE NORTH 78 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 144.50 FEET;

THENCE NORTH 74 DEGREES 03 MINUTES 31 SECONDS EAST, A DISTANCE OF 81.04 FEET;

THENCE SOUTH 61 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 38.88 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (10) COURSES;

SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 15.27 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 70.95 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 18.17 FEET;

THENCE SOUTH 72 DEGREES 43 MINUTES 55 SECONDS WEST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 17 DEGREES 16 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.78 FEET;

THENCE SOUTH 39 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 39.03 FEET;

THENCE SOUTH 15 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 92.07 FEET;

THENCE SOUTH 19 DEGREES 45 MINUTES 20 SECONDS EAST, A DISTANCE OF 87.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, THE RADIUS OF WHICH BEARS SOUTH 73 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 1,274.00 FEET;

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21 DEGREES 16 MINUTES 28 SECONDS, A DISTANCE OF 473.05 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 162.17 FEET;

THENCE DEPARTING SAID WESTERLY LINE, NORTH 85 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 158.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 304,962 SQUARE FEET OR 7.0010 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 231,119 SQUARE FEET OR 5.3058 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON THE BEST AVAILABLE INFORMATION KNOWN AT THE TIME.

[redacted]

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Project Management

[redacted]

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REVISED AUGUST 27, 2008
REVISED AUGUST 21, 2008
AUGUST 11, 2008
JOB NO. 07114

SCHEDULE 1.10(B)

LEGAL DESCRIPTION
VISTANCIA PARCEL F-6B
BEING THE MIDDLE PORTION OF
INSTRUMENT NUMBER 2002-0080978

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14, BEING A GLO BRASS CAP, BEARS SOUTH 89 DEGREES 42 MINUTES 04 SECONDS EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 686.61 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 664.52 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 85 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 158.22 FEET TO THE WESTERLY LINE OF TRACT M, AS SHOWN ON THE RE-PLAT OF MAP OF DEDICATION, PER BOOK 850 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 04 DEGREES 19 MINUTES 05 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 586.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,576.00 FEET;

THENCE SOUTHERLY, CONTINUING ALONG THE WESTERLY LINE OF TRACT M AND ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 17 MINUTES 44 SECONDS, A DISTANCE OF 552.81 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 82 DEGREES 01 MINUTES 20 SECONDS WEST, A DISTANCE OF 323.86 FEET TO THE COMMON LINE OF TRACT F, AS SHOWN ON THE FINAL PLAT OF VISTANCIA VILLAGE A PARCEL F5, PER BOOK 831 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE WESTERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2002-0080978, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID COMMON LINE THE FOLLOWING (6) COURSES;

NORTH 15 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 219.44 FEET;

THENCE NORTH 07 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 119.34 FEET;

THENCE NORTH 02 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.97 FEET;

THENCE NORTH 11 DEGREES 20 MINUTES 35 SECONDS EAST, A DISTANCE OF 435.48 FEET;

THENCE NORTH 16 DEGREES 45 MINUTES 35 SECONDS EAST, A DISTANCE OF 244.62 FEET;

THENCE NORTH 49 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 132.24 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 375,029 SQUARE FEET OR 8.6095 ACRES GROSS, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

SAID PARCEL CONTAINS 304,017 SQUARE FEET OR 6.9793 ACRES NET, MORE OR LESS. "NET ACRES" IS DEFINED AS GROSS ACRES, MINUS WASH AREA WITHIN SAID PARCEL (WHICH WASH AREA IS DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 1.11 HERETO), AND MINUS ADJACENT 0 FOOT FUTURE ROADWAY RIGHT-OF-WAY WITHIN SAID PARCEL TO BE DEDICATED PER VISTANCIA SOUTH APPROVED LAND USE PLAN (CITY OF PEORIA ZONING #Z01-10A.7, APPROVED 10/17/2005).

THE AREAS SHOWN HEREON ARE BASED ON LINE WORK AS PROVIDED BY STANLEY CONSULTANTS AND HAS NOT BEEN VERIFIED BY DEI PROFESSIONAL SERVICES, LLC.

LEGAL DESCRIPTION FOR

VISTANCIA VILLAGE D SOUTH

PARCEL 1

A parcel of land, situated in a portion of the South Half of Section 24, Section 25 Township 5 North, Range 1 West and GLO Lots 1, 2, 3, and 4 of Section 30 Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more completely described as follows, to-wit:

BEGINNING at a found GLO monument on pipe for the Southeast corner of said Section 25, from which a found GLO monument on 2" pipe for the South Quarter corner of said Section 25 bears North 89 deg. 47 min. 14 sec. West (Basis of Bearings) - 2565.10 feet;

THENCE North 89 deg. 47 min. 14 sec. West along the South line of the Southeast Quarter of said Section 25, a distance of 1583.04 feet;

THENCE North 06 deg. 04 min. 37 sec. East departing said South line, a distance of 345.04 feet to a Point of Curvature of a circular curve to the right, having a radius of 2555.00 feet, a central angle of 20 deg. 10 min. 31 sec., and being subtended by a chord which bears North 16 deg. 09 min. 52 sec. East - 895.03 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 899.68 feet;

THENCE North 26 deg. 15 min. 08 sec. East tangent to said curve, a distance of 284.25 feet;

THENCE North 63 deg. 44 min. 52 sec. West, a distance of 1072.58 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 6040.03 feet, a central angle of 8 deg. 19 min. 29 sec., and being subtended by a chord which bears North 59 deg. 35 min. 19 sec. West - 876.80 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 877.57 feet;

THENCE North 55 deg. 25 min. 35 sec. West tangent to said curve, a distance of 167.89 feet to the Southeast corner of Tract AA as shown in the Map of Dedication of El Mirage Road, Ridgeline Road, & Westward Skies Drive recorded in Book 1178 of maps, Page 45 (MCR);

THENCE in a northeasterly direction along the Southeast line of said Tract AA the following five (5) courses;

> North 34 deg. 34 min. 25 sec. East, a distance of 84.00 feet to a Point of Curvature of a circular curve to the left, having a radius of 6099.00 feet, a central angle of 11 deg. 29 min. 31 sec., and being subtended by a chord which bears North 28 deg. 49 min. 39 sec. East - 1221.24 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 1223.29 feet;

North 23 deg. 04 min. 54 sec. East tangent to said curve, a distance of 797.84 feet to a Point of Curvature of a circular curve to the left, having a radius of 8099.00 feet, a central angle of 0 deg. 58 min. 45 sec., and being subtended by a chord which bears North 22 deg. 35 min. 32 sec. East - 138.41 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 138.41 feet;

North 22 deg. 06 min. 10 sec. East tangent to said curve, a distance of 1101.81 feet to the Southeast line of Tract B-4 of said Map of Dedication;

THENCE North 67 deg. 06 min. 10 sec. East along said Southeast line, a distance of 22.44 feet to the Southwest line of Tract B as shown in the Map of Dedication of Lone Mountain Road, Phase 4 recorded in Book 1084 of maps, Page 15, (MCR);

THENCE in a Southeasterly direction along the Southwest line of said Tract B the following eight (8) courses;

South 67 deg. 53 min. 50 sec. East, a distance of 386.31 feet;

South 75 deg. 01 min. 20 sec. East, a distance of 80.62 feet;

South 67 deg. 53 min. 50 sec. East, a distance of 915.93 feet to a Point of Curvature of a circular curve to the right, having a radius of 1766.00 feet, a central angle of 18 deg. 49 min. 03 sec., and being subtended by a chord which bears South 58 deg. 29 min. 18 sec. East - 577.40 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 580.01 feet to a point of cusp on a circular curve to the right, having a radius of 1756.46 feet, a central angle of 6 deg. 05 min. 41 sec., and being subtended by a chord which bears South 42 deg. 21 min. 56 sec. East - 186.75 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 186.84 feet to a point of cusp on a circular curve to the right, having a radius of 1754.00 feet, a central angle of 4 deg. 51 min. 40 sec., and being subtended by a chord which bears South 40 deg. 34 min. 45 sec. East - 148.77 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 148.81 feet;

South 08 deg. 44 min. 03 sec. West, a distance of 13.60 feet;

South 35 deg. 08 min. 05 sec. East, a distance of 156.42 feet to the Southwest line of Tract D of said Map of Dedication, Phase 4;

THENCE in a southeasterly direction along the Southwest line of said Tract D the following five (5) courses;

North 54 deg. 51 min. 55 sec. East, a distance of 3.92 feet;

South 79 deg. 00 min. 40 sec. East, a distance of 25.29 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1766.00 feet, a central angle of 17 deg. 46 min. 08 sec., and being subtended by a chord which bears South 23 deg. 15 min. 24 sec. East - 545.49 feet;

Continue in a southeasterly direction along said curve to the right, a distance of 547.68 feet;

South 14 deg. 22 min. 20 sec. East tangent to said curve, a distance of 186.57 feet to a Point of Curvature of a circular curve to the left, having a radius of 1934.00 feet, a central angle of 32 deg. 45 min. 24 sec., and being subtended by a chord which bears South 30 deg. 45 min. 02 sec. East - 1090.70 feet;

Continue in a southeasterly direction along said curve to the left, a distance of 1105.69 feet to the East line of said GLO Lot 3;

THENCE South 00 deg. 27 min. 52 sec. West along the East line of said GLO Lots 3 and 4, a distance of 2305.22 feet to the Southeast corner of said GLO Lot 4;

THENCE South 89 deg. 09 min. 11 sec. West along the South line of said GLO Lot 4, a distance of 542.64 feet;

THENCE North 00 deg. 00 min. 04 sec. West departing said South line, a distance of 386.12 feet;

THENCE South 89 deg. 09 min. 11 sec. West, a distance of 35.00 feet;

THENCE South 00 deg. 00 min. 04 sec. East, a distance of 25.00 feet;

THENCE South 89 deg. 09 min. 11 sec. West, a distance of 36.76 feet;

THENCE North 00 deg. 00 min. 04 sec. West, a distance of 228.09 feet;

THENCE South 89 deg. 09 min. 11 sec. West, a distance of 250.46 feet;

THENCE South 22 deg. 50 min. 51 sec. West, a distance of 643.38 feet to the South line of said GLO Lot 4;

THENCE South 89 deg. 09 min. 11 sec. West along said South line, a distance of 210.13 feet to a found GLO monument on pipe for the Southwest corner of said Section 30;
THENCE South 00 deg. 10 min. 08 sec. West along the East line of the Southeast Quarter of said Section 25, a distance of 356.00 feet to the POINT OF BEGINNING, containing 15,018,275 square feet or 344.772 acres of land, more or less.

PARCEL 2

Being all of Tract AA as shown in the Map of Dedication of El Mirage Road, Ridgeline Road, and Westward Skies Drive recorded in Book 1178 of maps, Page 45, (MCR), situated in a portion of the South Half of Section 24 and Section 25 Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

LEGAL DESCRIPTION FOR

VISTANCIA VILLAGE D, SCHOOL/PARK SITE

PARCEL 1

A parcel of land, situated in a portion of the South Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found GLO monument on 2" pipe for the South Quarter corner of said Section 25, from which a found GLO monument on pipe for the Southeast corner of said Section 25 bears South 89 deg. 47 min. 14 sec. East (Basis of Bearings) - 2565.10 feet;

THENCE North 89 deg. 30 min. 44 sec. West along the South line of the Southwest Quarter of said Section 25, a distance of 922.33 feet to the northeasterly line of Tract LL as shown in the Amended Map of Dedication of Vistancia - Phase 1A recorded in Book 1015 of maps, Page 42, (MCR);

THENCE North 42 deg. 51 min. 59 sec. West departing said South line and continuing along the Northeast line of said Tract LL, a distance of 484.85 feet;

THENCE North 50 deg. 23 min. 23 sec. West continuing along said Northeast line, a distance of 204.84 feet to the most southerly corner of Vistancia Retail Subdivision Parcel D9 recorded in Book 913 of maps, Page 21,)MCR);

THENCE in a northerly direction departing the Northeast line of said Tract LL and continuing along the easterly line of said Parcel D9 the following fourteen (14) courses;

> North 39 deg. 36 min. 36 sec. East, a distance of 16.13 feet to a Point of Curvature of a circular curve to the right, having a radius of 95.00 feet, a central angle of 37 deg. 58 min. 26 sec., and being subtended by a chord which bears North 58 deg. 35 min. 49 sec. East - 61.82 feet;
>
> Continue in a northeasterly direction along said curve to the right, a distance of 62.96 feet;
>
> North 77 deg. 35 min. 02 sec. East tangent to said curve, a distance of 64.56 feet;
>
> South 12 deg. 24 min. 58 sec. East, a distance of 21.00 feet;
>
> North 77 deg. 35 min. 02 sec. East, a distance of 125.01 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 184.56 feet, a central angle of 16 deg. 56 min. 15 sec., and being subtended by a chord which bears North 54 deg. 00 min. 02 sec. East - 54.36 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 54.56 feet;

North 45 deg. 31 min. 54 sec. East tangent to said curve, a distance of 125.75 feet;

North 17 deg. 02 min. 01 sec. East, a distance of 63.47 feet;

North 07 deg. 52 min. 33 sec. West, a distance of 93.27 feet;

North 15 deg. 39 min. 15 sec. West, a distance of 189.58 feet;

North 32 deg. 29 min. 32 sec. West, a distance of 71.42 feet;

North 57 deg. 38 min. 25 sec. West, a distance of 88.68 feet;

North 26 deg. 04 min. 13 sec. West, a distance of 283.53 feet;

North 18 deg. 48 min. 02 sec. West, a distance of 64.33 feet to the most northerly corner of said Parcl D9 and being the Southeast corner of Tract CC as shown in the Map of Dedication of El Mirage Road, Ridgeline Road, & Westward Skies Drive recorded in Book 1178 of maps, Page 45, (MCR);

THENCE in a northeasterly direction along the Southeast line of said Tract CC and Tract BB of said Map of Dedication the following three (3) courses;

North 43 deg. 08 min. 24 sec. East, a distance of 473.86 feet to a Point of Curvature of a circular curve to the left, having a radius of 5099.00 feet, a central angle of 8 deg. 33 min. 59 sec., and being subtended by a chord which bears North 38 deg. 51 min. 24 sec. East - 761.65 feet;

Continue in a northeasterly direction along said curve to the left, a distance of 762.36 feet;

North 34 deg. 34 min. 25 sec. East tangent to said curve, a distance of 110.57 feet to the Northeast corner of said Tract BB;

THENCE South 55 deg. 25 min. 35 sec. East departing said Southeast line, a distance of 167.89 feet to a Point of Curvature of a circular curve to the left, having a radius of 6040.03 feet, a central angle of 8 deg. 19 min. 29 sec., and being subtended by a chord which bears South 59 deg. 35 min. 19 sec. East - 876.80 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 877.57 feet;

THENCE South 63 deg. 44 min. 52 sec. East non-tangent to said curve, a distance of 1072.58 feet;

THENCE South 26 deg. 15 min. 08 sec. West, a distance of 284.25 feet to a Point of Curvature of a circular curve to the left, having a radius of 2555.00 feet, a central angle of 20 deg. 10 min. 31 sec., and being subtended by a chord which bears South 16 deg. 09 min. 52 sec. West - 895.03 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 899.68 feet;

THENCE South 06 deg. 04 min. 37 sec. West tangent to said curve, a distance of 345.04 feet to the South line of the Southeast Quarter of said Section 25;

THENCE North 89 deg. 47 min. 14 sec. West along said South line, a distance of 982.06 feet to the POINT OF BEGINNING, containing 4,587,000 square feet or 105.303 acres of land, more or less.

EXCEPT FROM THEREOF:

A parcel of land, situated in a portion of the Southwest Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe for the South Quarter corner of said Section 25, from which a found GLO monument on pipe for the Southeast corner of said Section 25 bears South 89 deg. 47 min. 14 sec. East (Basis of Bearings) - 2565.10 feet;

THENCE North 52 deg. 44 min. 47 sec. West, a distance of 398.29 feet to the TRUE POINT OF BEGINNING;

THENCE North 89 deg. 47 min. 14 sec. West, a distance of 80.33 feet;

THENCE North 00 deg. 12 min. 46 sec. East, a distance of 80.33 feet;

THENCE South 89 deg. 47 min. 14 sec. East, a distance of 80.33 feet;

THENCE South 00 deg. 12 min. 46 sec. West, a distance of 80.33 feet to the POINT OF BEGINNING, containing 6,453 square feet or 0.148 acres of land, more or less.

ALSO, EXCEPT FROM THEREOF:

A parcel of land, situated in a portion of the Southeast Quarter of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO monument on 2" pipe for the South Quarter corner of said Section 25, from which a found GLO monument on pipe for the Southeast corner of said Section 25 bears South 89 deg. 47 min. 14 sec. East (Basis of Bearings) - 2565.10 feet;

THENCE North 59 deg. 13 min. 19 sec. East, a distance of 468.44 feet to the TRUE POINT OF BEGINNING;

THENCE North 00 deg. 12 min. 47 sec. East, a distance of 75.33 feet;

THENCE South 89 deg. 47 min. 13 sec. East, a distance of 75.33 feet;

THENCE South 00 deg. 12 min. 47 sec. West, a distance of 75.33 feet;

THENCE North 89 deg. 47 min. 13 sec. West, a distance of 75.33 feet to the POINT OF BEGINNING, containing 5,675 square feet or 0.130 acres of land, more or less.

PARCEL 2

Being all of Tracts BB and CC as shown on the Map of Dedication of El Mirage Road, Ridgeline Road, & Westward Skies Drive recorded in Book 1178 of maps, Page 45, MCR, situated in a portion of the South Half of Section 25, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

LEGAL DESCRIPTION FOR

VISTANCIA VILLAGE D NORTH

A parcel of land, situated in a portion of the South Half of Section 24, the North Half of Section 25, Township 5 North, Range 1 West, and GLO Lots 1, 2, and 3 of Section 30 Township 5 North Range 1 Eastof the Gila and Salt River Base and Meridian, Maricopa County, Arizona,and being more completely described as follows, to-wit:

BEGINNING at a found GLO monument on 3/4" pipe for the East Quarter corner of said Section 24;

THENCE South 00 deg. 03 min. 56 sec. East along the East line of the Southeast Quarter of said Section 24 (Basis of Bearings), a distance of 2290.08 feet to a found stone with no markings for the Northwest corner of said Section 30;

THENCE North 88 deg. 20 min. 10 sec. East along the North line of said GLO Lot 1, a distance of 1350.22 feet to the Northeast corner of same;

THENCE South 00 deg. 21 min. 38 sec. West along the East line of said GLO Lot 1 and 2, a distance of 2646.25 feet;

THENCE South 00 deg. 27 min. 52 sec. West along the East line of said GLO Lot 3, a distance of 104.19 feet to the Northeast line of Tract C as shown in the Map of Dedication of Lone Mountain Road, Phase 4 recorded in Book 1084 of maps, Page 15, (MCR), said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1766.00 feet, a central angle of 27 deg. 33 min. 22 sec., and being subtended by a chord which bears North 28 deg. 09 min. 01 sec. West - 841.18 feet;

THENCE in a northwesterly direction along the Northeast line of said Tract C the following six (6) courses;

> Continue in a northwesterly direction along said curve to the right, a distance of 849.35 feet;
>
> North 14 deg. 22 min. 20 sec. West tangent to said curve, a distance of 390.85 feet to a Point of Curvature of a circular curve to the left, having a radius of 1076.63 feet, a central angle of 13 deg. 24 min. 06 sec., and being subtended by a chord which bears North 21 deg. 04 min. 23 sec. West - 251.25 feet;
>
> Continue in a northwesterly direction along said curve to the left, a distance of 251.82 feet to a Point of Curvature of a compound circular curve to the left, having a radius of 1958.00 feet, a central angle of 4 deg. 37 min. 36 sec., and being subtended by a chord which bears North 30 deg. 05 min. 14 sec. West - 158.07 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 158.11 feet;

North 10 deg. 53 min. 59 sec. East, a distance of 17.30 feet;

North 35 deg. 08 min. 05 sec. West, a distance of 155.40 feet to the Northeast line of Tract A of said Map of Dedication;

THENCE in a northwesterly direction along the Northeast line of said Tract A the following seven (7) courses;

South 54 deg. 51 min. 55 sec. West, a distance of 4.03 feet;

North 81 deg. 10 min. 40 sec. West, a distance of 28.66 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1939.48 feet, a central angle of 15 deg. 16 min. 13 sec., and being subtended by a chord which bears North 46 deg. 50 min. 07 sec. West - 515.38 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 516.91 feet to a point of cusp on a circular curve to the left, having a radius of 1934.00 feet, a central angle of 14 deg. 44 min. 02 sec., and being subtended by a chord which bears North 60 deg. 31 min. 49 sec. West - 495.97 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 497.34 feet;

North 67 deg. 53 min. 50 sec. West tangent to said curve, a distance of 753.62 feet;

North 64 deg. 23 min. 37 sec. West, a distance of 392.73 feet;

North 67 deg. 53 min. 50 sec. West, a distance of 252.50 feet to the East line of Tract FF of Blackstone at Vistancia Parcels B6 & B9 recorded in Book 1144 of maps, Page 18, (MCR);

THENCE in a northerly direction along the East line of said Tract FF the following five (5) courses;

North 22 deg. 06 min. 10 sec. East, a distance of 276.40 feet to a Point of Curvature of a circular curve to the left, having a radius of 4099.00 feet, a central angle of 1 deg. 55 min. 18 sec., and being subtended by a chord which bears North 21 deg. 08 min. 31 sec. East - 137.47 feet;

Continue in a northerly direction along said curve to the left, a distance of 137.48 feet;

North 69 deg. 33 min. 06 sec. West, a distance of 15.00 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 4084.00 feet, a central angle of 19 deg. 56 min. 29 sec., and being subtended by a chord which bears North 10 deg. 12 min. 34 sec. East - 1414.23 feet;

Continue in a northerly direction along said curve to the left, a distance of 1421.40 feet;

North 00 deg. 14 min. 20 sec. East tangent to said curve, a distance of 444.37 feet to the North line of the Southeast Quarter of said Section 24;

THENCE South 89 deg. 39 min. 00 sec. East along said North line, a distance of 1148.47 feet to the POINT OF BEGINNING, containing 5,303,794 square feet or 121.758 acres of land, more or less.

NORTH PARCEL

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5; THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8; SECTION 9; SECTION 10; SECTION 11; LOTS 1, 2, 4, 6, 8, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; LOTS 1, 3, 4, 6, 8, THE NORTH HALF OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#1-PARCEL-1) AT THE NORTHWEST CORNER OF SAID SECTION 15 (GLO BRASS CAP), FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 14 MINUTES 51 SECONDS WEST A DISTANCE OF 2636.81 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 19 SECONDS WEST A DISTANCE OF 2636.29 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 2639.99 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 2638.06 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 15 SECONDS WEST A DISTANCE OF 2639.39 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 50 SECONDS EAST A DISTANCE OF 2636.79 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 5274.31 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 40 SECONDS EAST A DISTANCE OF 1320.69 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 03 SECONDS WEST A DISTANCE OF 2629.03 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST A DISTANCE OF 1319.505 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 36 SECONDS EAST A DISTANCE OF 1312.875 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST A DISTANCE OF 2647.17 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 36 SECONDS EAST A DISTANCE OF 1316.67 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 2639.27 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 25 SECONDS WEST A DISTANCE OF 1983.76 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST A DISTANCE OF 661.40 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 13 SECONDS EAST A DISTANCE OF 659.06 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 10 SECONDS EAST A DISTANCE OF 661.49 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 988.80 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 659.73 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 07 SECONDS WEST A DISTANCE OF 661.24 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 1979.25 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 54 SECONDS EAST A DISTANCE OF 2636.59 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 21 SECONDS EAST A DISTANCE OF 2657.98 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST A DISTANCE OF 2621.02 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 2638.26 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 40 SECONDS WEST A DISTANCE OF 2638.71 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS WEST A DISTANCE OF 987.44 FEET;

THENCE SOUTH 49 DEGREES 06 MINUTES 18 SECONDS WEST A DISTANCE OF 1572.73 FEET;

THENCE SOUTH 75 DEGREES 04 MINUTES 06 SECONDS WEST A DISTANCE OF 392.16 FEET;

THENCE NORTH 78 DEGREES 58 MINUTES 06 SECONDS WEST A DISTANCE OF 2948.74 FEET;

THENCE NORTH 11 DEGREES 02 MINUTES 27 SECONDS EAST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 200.38 FEET;

THENCE SOUTH 11 DEGREES 02 MINUTES 27 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 504.10 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 1713.76 FEET;

THENCE NORTH 52 DEGREES 16 MINUTES 36 SECONDS WEST A DISTANCE OF 329.92 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 24 SECONDS WEST A DISTANCE OF 659.94 FEET;

THENCE SOUTH 52 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 329.96 FEET;

THENCE SOUTH 37 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 1696.40 FEET;

THENCE SOUTH 68 DEGREES 42 MINUTES 14 SECONDS WEST A DISTANCE OF 460.86 FEET;

THENCE NORTH 80 DEGREES 24 MINUTES 37 SECONDS WEST A DISTANCE OF 684.36 FEET;

THENCE NORTH 09 DEGREES 18 MINUTES 03 SECONDS EAST A DISTANCE OF 24.72 FEET;

THENCE NORTH 80 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 99.99 FEET;

THENCE SOUTH 09 DEGREES 18 MINUTES 13 SECONDS WEST A DISTANCE OF 25.00 FEET;

THENCE NORTH 80 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 667.00 FEET;

THENCE SOUTH 76 DEGREES 49 MINUTES 22 SECONDS WEST A DISTANCE OF 1101.41 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 09 SECONDS EAST A DISTANCE OF 2235.62 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 51 SECONDS EAST A DISTANCE OF 2636.81 FEET TO POINT OF BEGINNING (#1-PARCEL 1);

(ALSO KNOWN AS VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 RECORDED IN BOOK 1009 OF MAPS, PAGE 28.)

AND

A PARCEL OF LAND BEING ALL OF THE NORTH HALF OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (#2-PARCEL-2) AT THE NORTHEAST CORNER OF SAID SECTION 7 (GLO BRASS CAP) FROM WHICH POINT THE EAST QUARTER CORNER THEREOF (GLO BRASS CAP) BEARS SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 2637.14 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 04 SECONDS WEST A DISTANCE OF 1977.86 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 2640.43 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 33 SECONDS EAST DISTANCE OF 659.42 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 1343.65 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST A DISTANCE OF 1319.39 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 40 SECONDS EAST A DISTANCE OF 1343.93 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 44 SECONDS EAST A DISTANCE OF 2640.16 FEET TO POINT OF BEGINNING (#2-PARCEL 2).

EXHIBIT A-2

LEGAL DESCRIPTION OF THE VW PARCEL

December 8, 2014

LEGAL DESCRIPTION FOR
TRILOGY WEST

That part of Sections 22, 23 and 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 27;

Thence North 89°43'03" West, along the South line of the Northeast Quarter of said Section 27, a distance of 2,634.31 feet to the 1/2" Rebar with cap LS#22782 marking the Center of said Section 27;

Thence North 00°13'52" East, along the West line of the Northeast Quarter of said Section 27, a distance of 2,638.20 feet to the G.L.O. Brass Cap marking the South Quarter Corner of said Section 22;

Thence North 00°10'13" East, along the West line of the Southeast Quarter of said Section 22, a distance of 2,641.74 feet to the Aluminum Cap marked LS#36113 marking the Center of said Section 22;

Thence South 89°42'34" East, along the North line of the Southeast Quarter of said Section 22, a distance of 2,636.21 feet to the G.L.O. Brass Cap marking the West Quarter Corner of said Section 23;

Thence South 89°41'28" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1,255.89 feet to a point on the Westerly right-of-way line of Vistancia Boulevard, as dedicated in Document No. 2006-1150898, Records of Maricopa County, Arizona;

Thence South 00°14'08" West, along said Westerly right-of-way line, a distance of 1,319.76 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence North 89°41'33" West, along said South line, a distance of 1,255.62 feet to the 1" Iron Pipe with tag LS#22782 marking the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 23;

Thence South 00°13'26" West, along the East line of the Southeast Quarter of said Section 22, a distance of 1,319.98 feet to the Northeast Corner of said Section 27;

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS

Thence South 00°13'07" West, along the East line of the Northeast Quarter of said Section 27, a distance of 2,639.82 feet to the Point of Beginning.

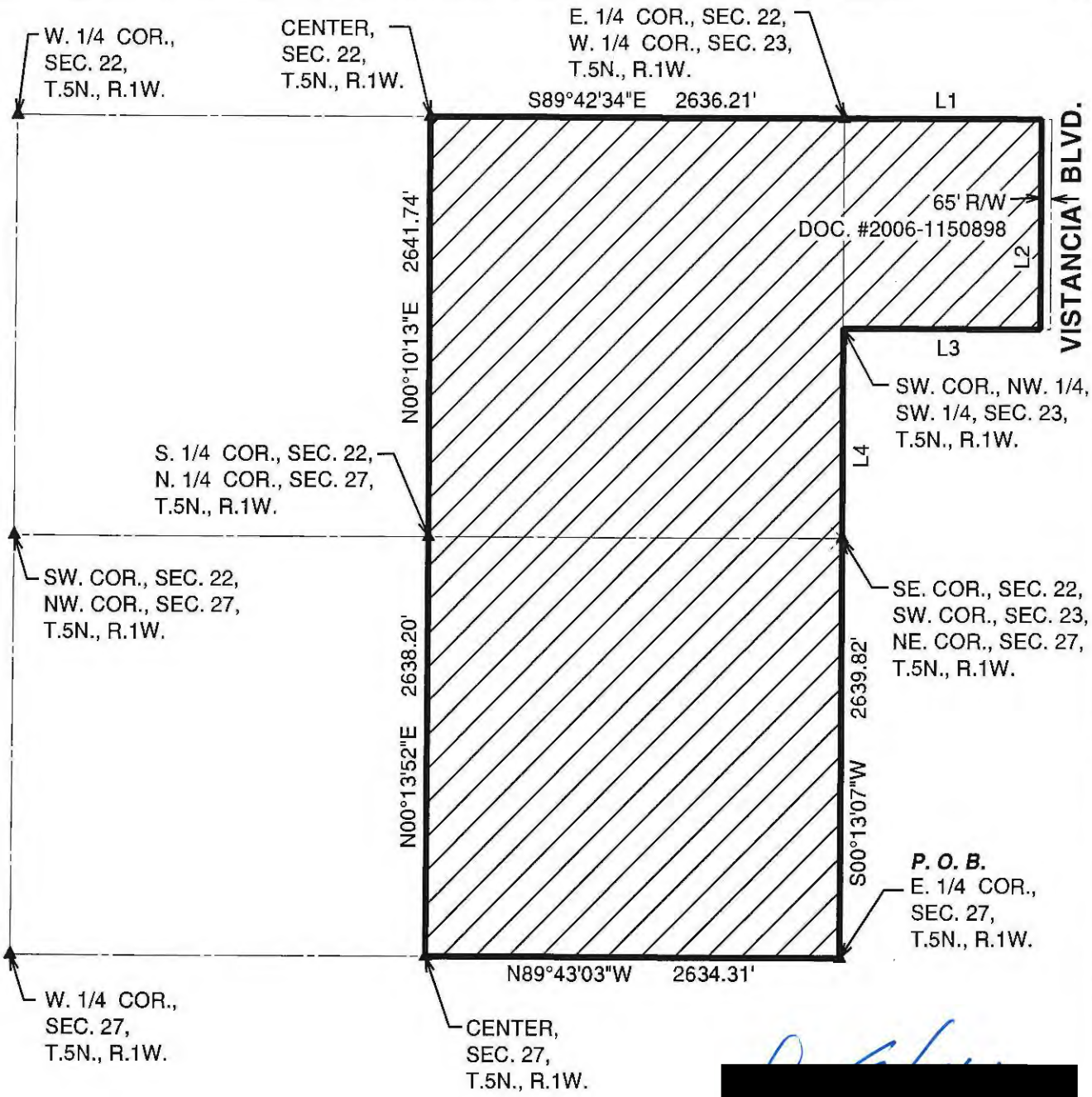
Containing 357.365 Acres, more or less.

[redacted]

Expires 6/30/2016

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

CVL CONSULTANTS



[redacted]

SCALE:1"= 1000'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°41'28"E	1255.89'
L2	S00°14'08"W	1319.76'
L3	N89°41'33"W	1255.62'
L4	S00°13'26"W	1319.98'

EXHIBIT	TRILOGY WEST	JOB NO
N:\07\0218101\CADD\EHLGTOTAL.DGN		07 0218101
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

EXHIBIT A-3

THE IOTA PARCEL

The Iota Parcel is legally described in that Partial Amendment to Development Agreement (Lake Pleasant Heights in Peoria, Arizona) dated of even date herewith by and between the City and Iota Purple (the "Iota Parcel"), a copy of which is on file with the City of Peoria City Clerk.

EXHIBIT A-4

LEGAL DESCRIPTION OF THE GT PARCEL

Exhibit "A"
Land Description
Group Three Properties
5 Acre Parcel

That certain part of the southeast quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 13 from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East, (Basis of Bearing) at a distance of 2644.27 feet:

Thence along the East line of said southeast quarter, North 00 degrees, 04 minutes, 37 seconds East a distance of 1927.03 feet to a point from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East at a distance of 717.24 feet;

Thence leaving said East line, North 89 degrees 55 minutes 23 seconds West a distance of 1154.21 feet to the Point of Beginning, said point lying on a non-tangent curve, concave southeasterly, the radius point of which bears South 04 degrees 52 minutes 15 seconds West at a distance of 1275.00 feet;

thence southwesterly along the arc of said curve, through a central angle of 18 degrees 00 minutes 37 seconds a distance of 400.78 feet to the beginning of a non-tangent line;

thence along the said non-tangent line North 60 degrees 25 minutes 59 seconds West a distance of 32.89 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 72 degrees 07 minutes 40 seconds West at a distance of 1425.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 13 degrees 53 minutes 40 seconds, a distance of 345.57 feet to the beginning of a tangent line;

thence along said tangent line, North 31 degrees 46 minutes 00 seconds West a distance of 147.11 feet to a point of intersection with Government Lot 16 of said Section 13;

thence along the southerly boundary of said Lot 16, North 80 degrees 47 minutes 52 seconds East a distance of 447.08 feet to a point;

thence leaving said southerly boundary and traversing the following courses and distances:

South 31 degrees 05 minutes 42 seconds East, 145.34 feet;

South 28 degrees 29 minutes 43 seconds East, 100.28 feet;

South 21 degrees 59 minutes 19 seconds East, 223.83 feet;

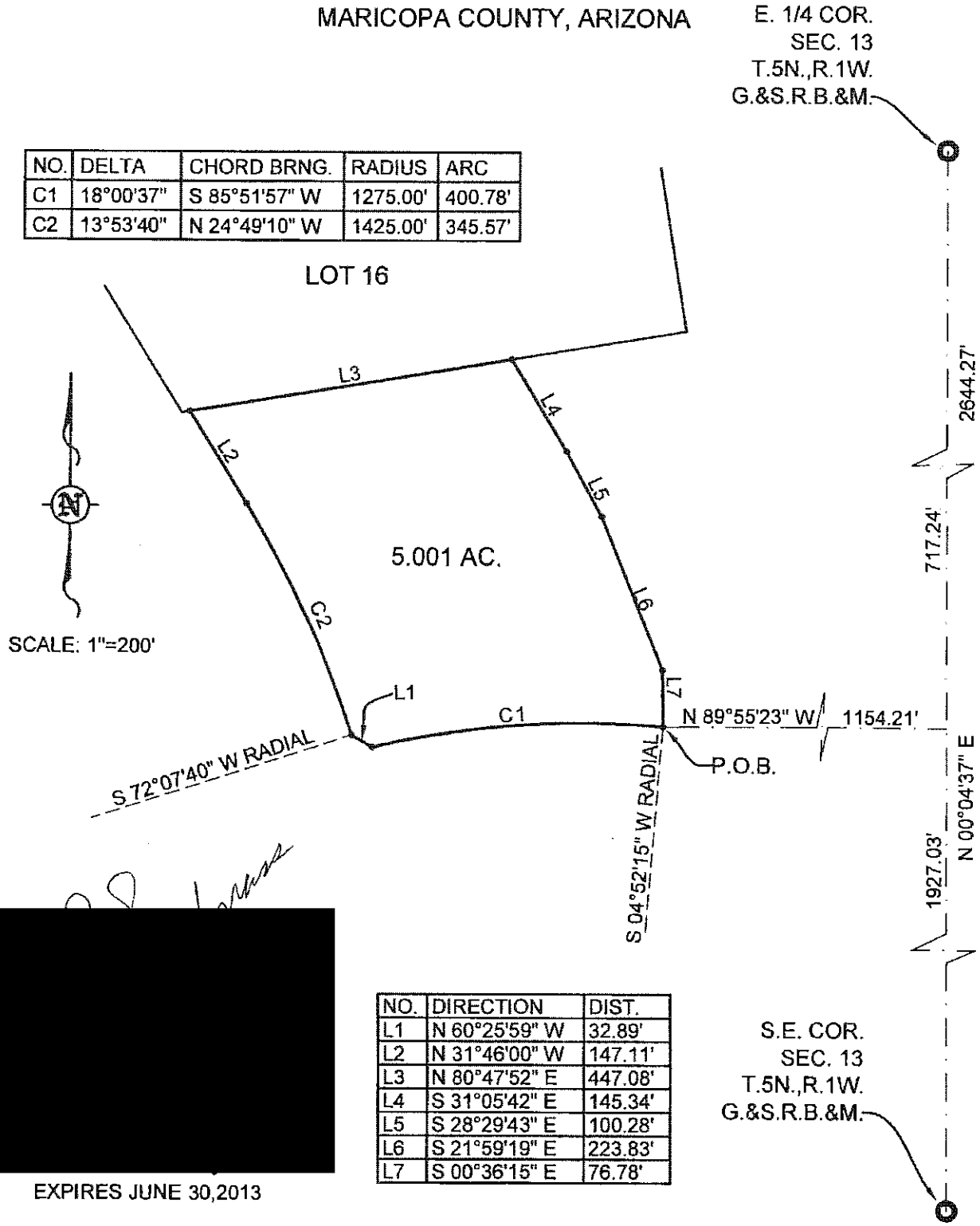
South 00 degrees 36 minutes 15 seconds East, 76.78 feet to the Point of Beginning.

Containing 217,822.90 Square Feet or 5.001 acres more or less.

[redacted]

EXHIBIT
LAKE PLEASANT HEIGHTS PHASE I
5 ACRE PARCEL
LOCATED IN THE S.E. 1/4 OF SECTION 13
T.5N., R.1W., G&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

NO.	DELTA	CHORD BRNG.	RADIUS	ARC
C1	18°00'37"	S 85°51'57" W	1275.00'	400.78'
C2	13°53'40"	N 24°49'10" W	1425.00'	345.57'



NO.	DIRECTION	DIST.
L1	N 60°25'59" W	32.89'
L2	N 31°46'00" W	147.11'
L3	N 80°47'52" E	447.08'
L4	S 31°05'42" E	145.34'
L5	S 28°29'43" E	100.28'
L6	S 21°59'19" E	223.83'
L7	S 00°36'15" E	76.78'

[redacted]

EXPIRES JUNE 30,2013

GANNETT FLEMING INC., 4722 N. 24TH ST., #250, PHX., AZ., 85016
PH. (602) 553-8817, FAX 553-8816

Exhibit "A"
Land Description
Fee Parcel
Group Three Properties and Noranda Properties, Inc.
780 Acre Parcel

Those certain portions of Sections 1 and 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 1 from which the North quarter corner of said Section 1 bears South 89 degrees 41 minutes 51 seconds East at a distance of 2638.53 feet;

thence along the North line of the northwest quarter of said Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 859.15 feet to the Point of Beginning;

thence continuing along said North line of the northwest quarter of Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 1779.38 feet to the North quarter corner of said Section 1;

thence along the North line of the northeast quarter of said Section 1, South 89 degrees 41 minutes 47 seconds East a distance of 2638.59 feet to the northeast corner of said Section 1;

thence along the East line of said northeast quarter of Section 1, South 00 degrees 14 minutes 22 seconds East a distance of 2630.09 feet to the East quarter corner of said Section 1;

thence along the East line of the southeast quarter of said Section 1, South 01 degrees 09 minutes 32 seconds West a distance of 2644.48 feet to the southeast corner of said Section 1, also being the northeast corner of Section 12;

thence along the East line of the northeast quarter of Section 12, South 01 degrees 13 minutes 05 seconds West a distance of 2657.05 feet to the East quarter corner of said Section 12;

thence along the East line of the southeast quarter of Section 12, South 01 degrees 09 minutes 48 seconds West a distance of 2253.86 feet;

thence traversing the following courses and distances:

North 89 degrees 11 minutes 25 seconds West, 826.71 feet;

North 35 degrees 07 minutes 11 seconds West, 292.43 feet;

North 90 degrees 00 minutes 00 seconds West, 835.42 feet;

South 25 degrees 10 minutes 17 seconds East, 250.28 feet;

North 89 degrees 11 minutes 25 seconds West, 950.49 feet;

North 16 degrees 34 minutes 52 seconds West, 694.85 feet;

North 07 degrees 21 minutes 21 seconds East, 215.51 feet;

North 03 degrees 10 minutes 39 seconds West, 82.87 feet;

North 58 degrees 53 minutes 05 seconds West, 55.08 feet;

North 81 degrees 38 minutes 14 seconds West, 262.11 feet;

South 78 degrees 20 minutes 59 seconds West, 119.86 feet;

South 67 degrees 09 minutes 59 seconds West, 124.74 feet;

North 64 degrees 41 minutes 59 seconds West, 206.45 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 43 degrees 04 minutes 51 seconds West at a distance of 2215.96 feet;

thence northwesterly along the arc of said curve, through a central angle of 03 degrees 57 minutes 45 seconds a distance of 153.25 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 05 degrees 31 minutes 15 seconds East, 186.47 feet;

North 25 degrees 16 minutes 40 seconds West, 277.04 feet;

North 49 degrees 45 minutes 49 seconds West, 177.75 feet;

North 22 degrees 17 minutes 08 seconds West, 229.37 feet;

North 59 degrees 02 minutes 10 seconds West, 527.48 feet;

North 28 degrees 15 minutes 29 seconds West, 316.01 feet;

South 82 degrees 31 minutes 42 seconds West, 214.06 feet;

North 42 degrees 44 minutes 44 seconds West, 312.69 feet;

North 64 degrees 26 minutes 14 seconds West, 110.34 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 79 degrees 39 minutes 51 seconds East at a distance of 1487.50 feet;

thence northwesterly along the arc of said curve, through an central angle of 05 degrees 28 minutes 28 seconds a distance of 142.13 feet to the a point on the West line of the northwest quarter of said Section 12, from which point the West quarter corner of said Section 12 bears South 00 degrees 12 minutes 34 seconds West at a distance of 590.12 feet;

thence along said West line of the northwest quarter of Section 12, North 00 degrees 12 minutes 34 seconds East, a distance of 737.69 feet;

thence, leaving said West line of the northwest quarter of Section 12, and traversing the following courses and distances:

South 89 degrees 47 minutes 26 seconds East, 224.67 feet;

North 89 degrees 11 minutes 58 seconds East, 339.91 feet;

South 06 degrees 55 minutes 07 seconds East, 250.52 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 71 degrees 34 minutes 33 seconds East at a distance of 201.40 feet;

thence southerly to easterly along the arc of said curve, through a central angle of 126 degrees 41 minutes 11 seconds a distance of 445.31 feet to the beginning of a non-tangent line;

thence South 75 degrees 41 minutes 50 seconds East, a distance of 1451.25 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears North 18 degrees 04 minutes 06 seconds East at a distance of 200.28 feet;

thence southeasterly to northwesterly along the arc of said curve, through a central angle of 122 degrees 17 minutes 37 seconds a distance of 427.48 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 53 degrees 38 minutes 50 seconds East, 671.61 feet;

South 88 degrees 55 minutes 42 seconds East, 1418.75 feet to the beginning of a non-tangent curve, concave westerly, the radius point of which bears North 11 degrees 06 minutes 45 seconds West a distance of 280.37 feet;

thence northeasterly to northwesterly along the arc of said curve, through a central angle of 153 degrees 12 minutes 20 seconds a distance of 749.69 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 76 degrees 29 minutes 43 seconds West, 890.34 feet;

South 89 degrees 25 minutes 06 seconds West, 676.11 feet;

North 03 degrees 12 minutes 09 seconds West, 242.96 feet;

North 47 degrees 48 minutes 44 seconds West, 779.62 feet;

North 49 degrees 05 minutes 18 seconds East, 350.30 feet;

North 39 degrees 53 minutes 01 seconds West, 1660.72 feet;

South 61 degrees 51 minutes 34 seconds West, 276.44 feet;

North 59 degrees 14 minutes 17 seconds West, 205.44 feet;

North 07 degrees 46 minutes 58 seconds East, 1069.36 feet;

North 23 degrees 54 minutes 39 seconds West, 454.54 feet;

North 69 degrees 33 minutes 15 seconds East, 995.15 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears North 18 degrees 17 minutes 50 seconds West at a distance of 197.84 feet;

thence northeasterly to northwesterly to southwesterly along the arc of said curve, through a central angle of 185 degrees 43 minutes 55 seconds a distance of 641.34 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 41 degrees 06 minutes 40 seconds West, 1050.15 feet;

North 53 degrees 03 minutes 41 seconds West, 526.00 feet;

North 00 degrees 17 minutes 51 seconds East, 337.67 feet to the Point of Beginning.

Containing 34,005,216.89 Square Feet or 780.652 Acres more or less.

[redacted]

EXPIRES JUNE 30,2016

EXHIBIT A-5

LEGAL DESCRIPTION OF THE DIAMOND PARCEL

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S.
James S. Campbell, P.E.
Gordon W. R. Wark, P.E.
Thomas R. Gettings, R.L.S.
Randall Beck, P.E.
Timothy A. Huval, P.E.
Jack K. Moody, P.E.
Scott A. Nelson, R.L.S.
Richard L. Hiner, P.E.
Leslie J. Kland, P.E.
Curtis L. Brown, P.E., R.L.S.
Paul M. Haas, P.E.
Shimin Zou, Ph.D., P.E.
Michael T. Young, P.E.
Shawn D. Gustafson, P.E.
Joseph C. Daconta, P.E.
Robert S. Unger, R.L.S.
Steven J. Rinkeviczie, P.E.
Sherrick H. Campbell, P.E.
James L. Condit, P.E.
Sandra J. Lie, P.E.
Joel P. McCarty, P.E.
Michael Weinberg, P.E.

Revised May 31, 2002
Revised December 27, 2001
December 20, 2001
WP #011407
Page 1 of 4
See Exhibit "B"

PARCEL DESCRIPTION
Proposed Saddleback Heights Boundary

EXISTING PARCELS

Lots 1 through 4, inclusive; the South half of the North half; and the North half of the South half; the North half of the Southwest quarter of the Southwest quarter; the Southeast quarter of the Southwest quarter of the Southwest quarter; the Southeast quarter of the Southwest quarter; the South half of the Southeast quarter of Section 3, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 1 through 4, inclusive; the South half of the North half; and the North half of the Southeast quarter; the North half of the South half of the Southeast quarter; the East half of the Southeast quarter of the Southwest quarter of the Southeast quarter; the West half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 4, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 1 through 4, inclusive; the South half of the North half; the West half of the Southeast quarter; and the Southwest quarter of Section 5, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 3 through 7, inclusive; the Southeast quarter of the Northwest quarter; the Southeast quarter; and the East half of the Southwest quarter of Section 6, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

The South half of the Northeast quarter; and the Northwest quarter of Section 8, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 4, 6, 8 and 10, Section 25, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lot 2, Section 26, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lot 6, Section 30, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 2, 4, 6, 8 and 9; the Southeast quarter; the East half of the Southwest quarter; and the Southwest quarter of the Southwest quarter of Section 27, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 2, 6 and 7; and the Southeast quarter of the Southeast quarter of Section 28, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lots 2, 3, 4, 6, 8, 10 and 11; the South half of the Northeast quarter; the Southeast quarter of the Northwest quarter; the Southeast quarter; and the East half of the Southwest quarter of Section 31, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Lot 1; the Southwest quarter of the Northwest quarter; the Southwest quarter; the East half of the Northwest quarter; and the East half of Section 33, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

Parcel Description
Proposed Saddleback Heights Boundary

Revised May 31, 2002
Revised December 27, 2001
December 20, 2001
WP #011407

See Exhibit "B"

All of Section 34, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

The Northwest quarter of the Northwest quarter; the West half of the Southwest quarter of the Northwest quarter; the West half of the Southwest quarter; the Southeast quarter of the Southwest quarter; the East half of the East half; the West half of the Southeast quarter; the East half of the Southwest quarter of the Northeast quarter of Section 35, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

The South 30 feet of the West 30 feet of the following described property:

Lots 1-7, inclusive; the Southwest quarter of the Northeast quarter; the South half of the Northwest quarter; the Southwest quarter; and the West half of the Southeast quarter of Section 1, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

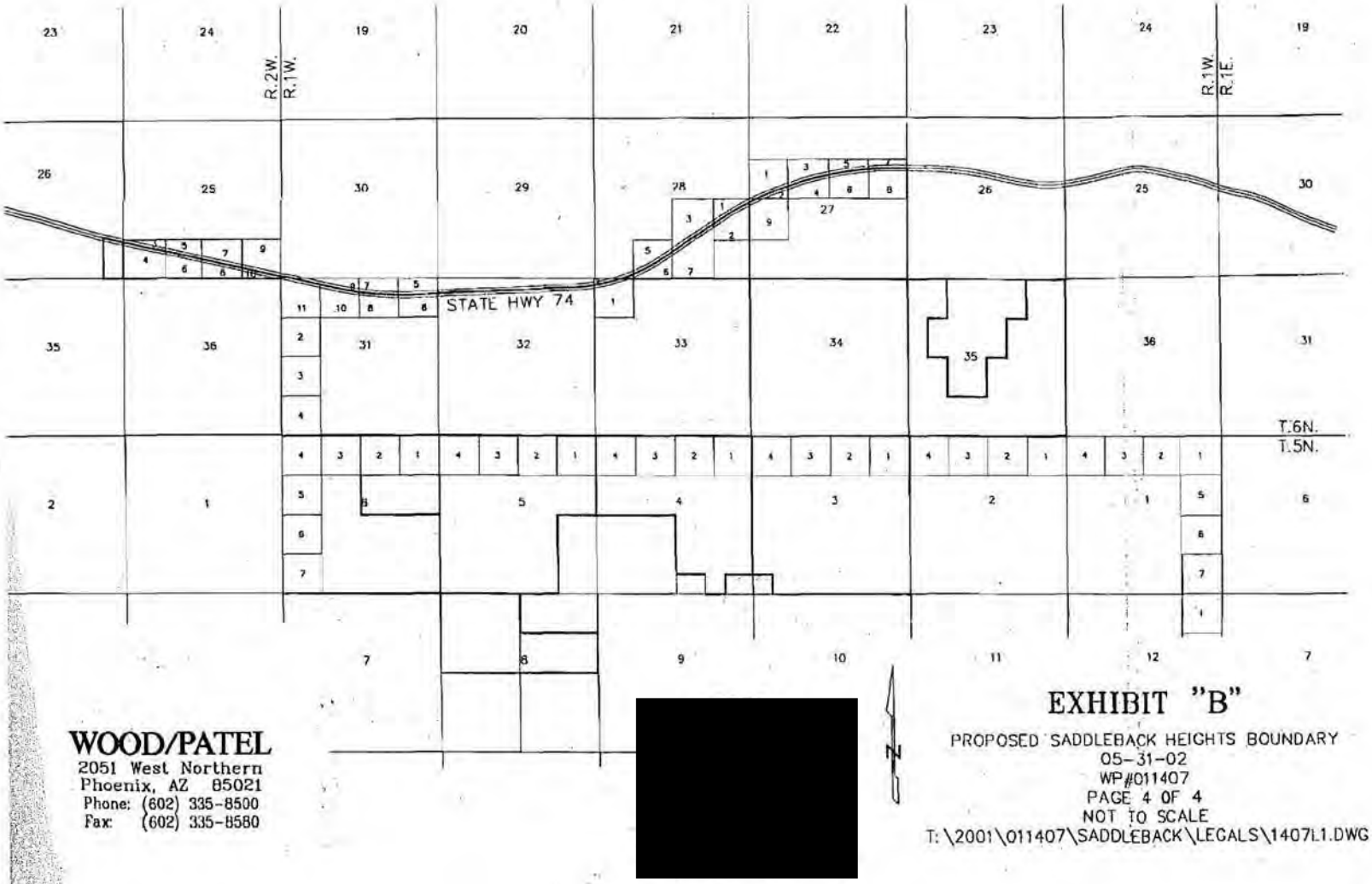
ADD PARCELS

Lots 1 and 2, inclusive; the South half of the Northeast quarter of Section 6, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOGETHER WITH

All of Section 32, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the right of way of Arizona Highway 74.

[redacted]



WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580

EXHIBIT "B"

PROPOSED SADDLEBACK HEIGHTS BOUNDARY
05-31-02
WP#011407
PAGE 4 OF 4
NOT TO SCALE
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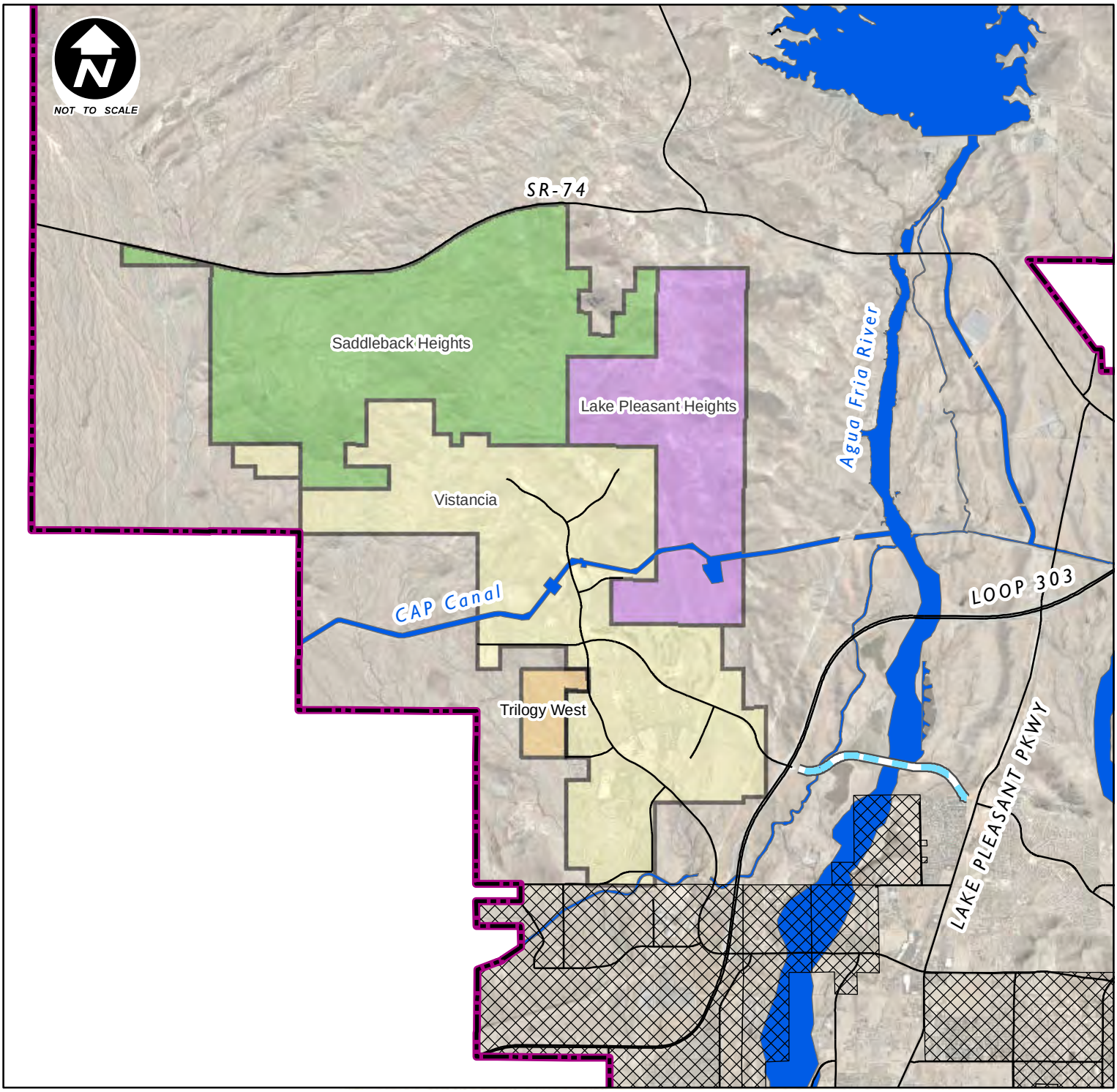
EXHIBIT A-6

GENERAL DEPICTION OF THE CITY'S SERVICE AREA

EXHIBIT A-6

General Depiction of City's Water Service Area



Lake Pleasant Heights
Saddleback Heights
Vistancia
Trilogy West
Lone Mt. Parkway 36-inch Water Line
Non-Peoria Water Service Area
Planning Area

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

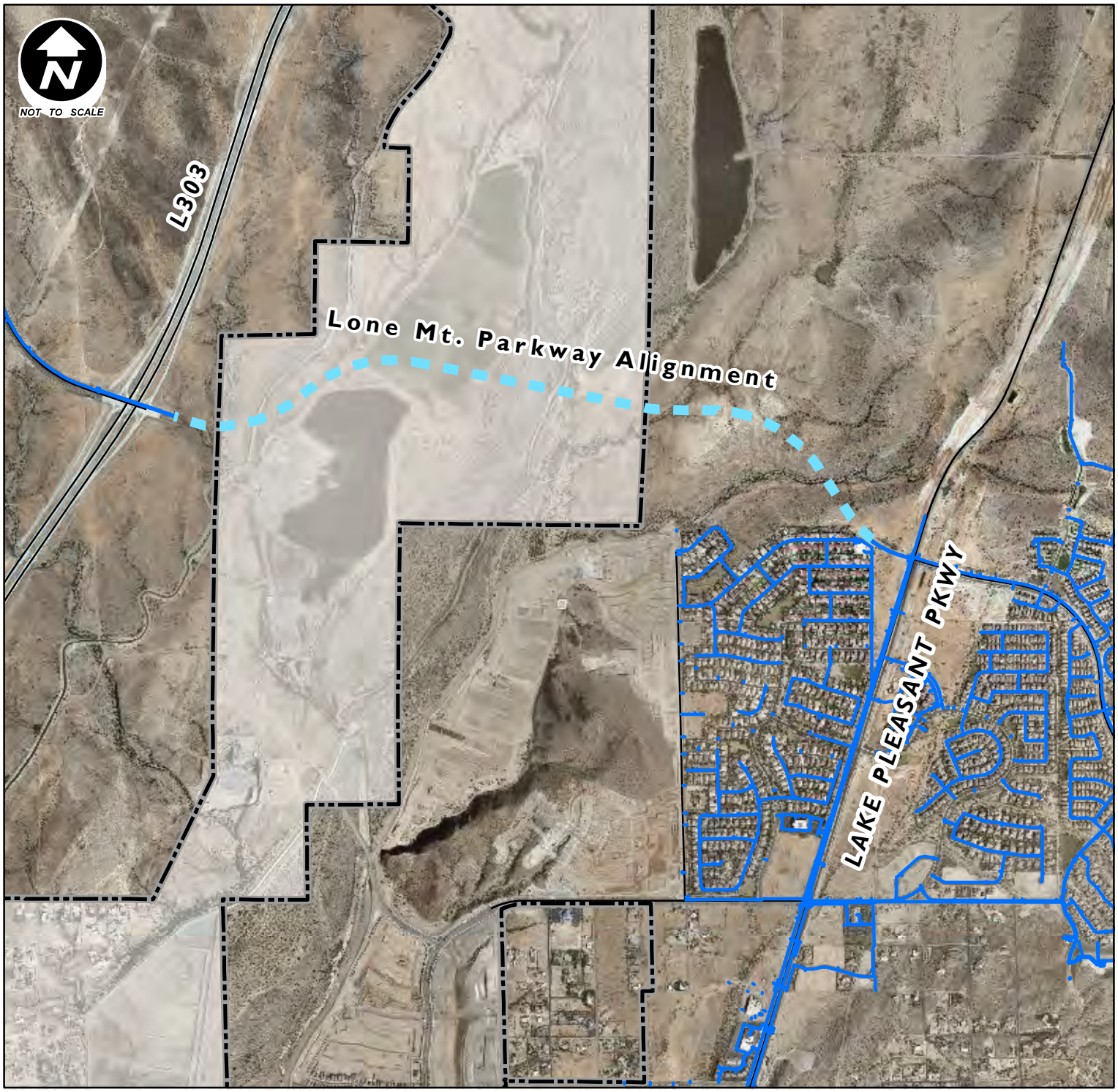
Source Document: O:\PROJECTS\IT\JimR\Lone Mt Waterline\Exhibit A-6.mxd IT GIS JMR 12/09/2014

EXHIBIT B

DESCRIPTION OF WATER TRANSMISSION FACILITIES

EXHIBIT B

Description of Water Transmission Facilities



Lone Mt. Parkway 36-inch Water Line

Peoria Water Distribution Systems

Peoria Corporate Limits

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

Source Document: O:\PROJECTS\IT\JmR\Lone Mt Waterline\Exhibit B.mxd IT GIS JMR 12/09/2014

EXHIBIT C

BUDGET

EXHIBIT C - BUDGET

Lone Mnt 36-inch Waterline Loop 303 to LPP *Prepared by Peoria Engineering Dept Staff - April 24, 2014* *Estimate based on 02-03-2014 design by Goodwin & Marshall* *Approx. 11,130 LF of Class 300 Ductile Iron Pipe*			Costs Per Phase	
			Design/Land	Construction
Base Construction Cost	$	5,711,734		$ 5,711,734
Jack and Bore under Beardsley Canal (517 LF) (Included in Base Construcion Cost)	*$*	*570,546*		
Jack & Bore Mob *(7% of item cost)*	$	39,938		$ 39,938
General Conditions *(8% of Construction)*	$	456,939		$ 456,939
Traffic Control *(0.5% of Construction)*	$	28,559		$ 28,559
Construction Survey *(1% of Construction)*	$	57,117		$ 57,117
Hard Dig Allowance *(15% of Pipe Cost)*	$	467,220		$ 467,220
Subtotal Construction	**$**	**6,761,507**		
Taxes *(65% of 9.1%)*	$	399,943		$ 399,943
Contingency (10%, including tax)	$	716,145		$ 716,145
Construction Total	**$**	**7,877,595**		
Design *(6% of Construction + 1% Contingency)*	$	477,382	$ 477,382	
Right-of-Way *(30-foot easement)*	$	1,212,040	$ 1,212,040	
Construction Services *(5% of Construction and includes 1.5% Mnat fee for*	$	393,880		$ 393,880
Materials Testing *(1% of Construction)*	$	78,776		$ 78,776
Permitting *(1% of Construction)*	$	78,776	$ 78,776	
Project Contingency *(5% of all costs)*	$	505,922	$ 88,410	$ 417,513
Total Loop 303 to LPP	**$**	**10,624,371**	**$ 1,856,608**	**$ 8,767,763**

Estimate of Total Project Costs to be Proportioned between JDA Parties	**$**	**10,624,371**

EXHIBIT D

ALLOCATION EXHIBIT

EXHIBIT D - ALLOCATION EXHIBIT

Project Scope : The project will consist of constructing a 36-inch waterline across the Agua Fria River to connect areas west of the river to Peoria's main water distribution system.

36-inch pipe with a defined capacity of : **22.8** **MGD**

Design Factors

- based on a maximum velocity of 5 fps
- average day head loss between 1 to 2.5 feet/1,000 feet
- c- factor of 100

COST ESTIMATES			
Lone Mountain Waterline from Loop 303 to LPP	**$ 10,624,371**	***Design/Land***	***Construction***
Prepared by Peoria Engineering Dept Staff - April 24, 2014 *Estimate based on 02-03-2014 design by Goodwin & Marshall*			
Subtotal Project Costs	***$ 10,624,371***	***$ 1,856,608***	***$ 8,767,763***

PROPORTIONAL SHARE OF COSTS					
	Max Day Demand (MGD)	**Proportional % of Capacity**	**Proportional Share of Costs**	***Proportional Share of Design/Land Costs***	***Proportional Share of Construction Costs***
Vistancia (1)	5.2	22.8%	**$ 2,423,102**	*$ 423,437*	*$ 1,999,665*
Trilogy West (2)	0.809	3.5%	**$ 376,979**	*$ 65,877*	*$ 311,102*
Saddleback Heights (3)					
SH - Private	*5.38*	*23.6%*	***$ 2,506,979***	*$ 438,094*	*$ 2,068,884*
Lake Pleasant Heights (4)					
LPH - IOTA Purple	*2.412*	*10.6%*	***$ 1,123,947***	*$ 196,410*	*$ 927,537*
LPH - G3 Noranda	*0.583*	*2.6%*	***$ 271,667***	*$ 47,474*	*$ 224,193*
City of Peoria (5)					
COP - Lands outside participating developments	*8.4*	*36.9%*	***$ 3,921,698***	*$ 685,316*	*$ 3,236,381*
TOTALS	**22.8**	**100.0%**	**$ 10,624,371**	***$ 1,856,608***	***$ 8,767,763***

NOTES

(1) Vistancia's is an ***Average Day Demand*** as required in their Development Agreement with Peoria

(2) Trilogy West demands taken from May 29, 2013 Water Master Plan

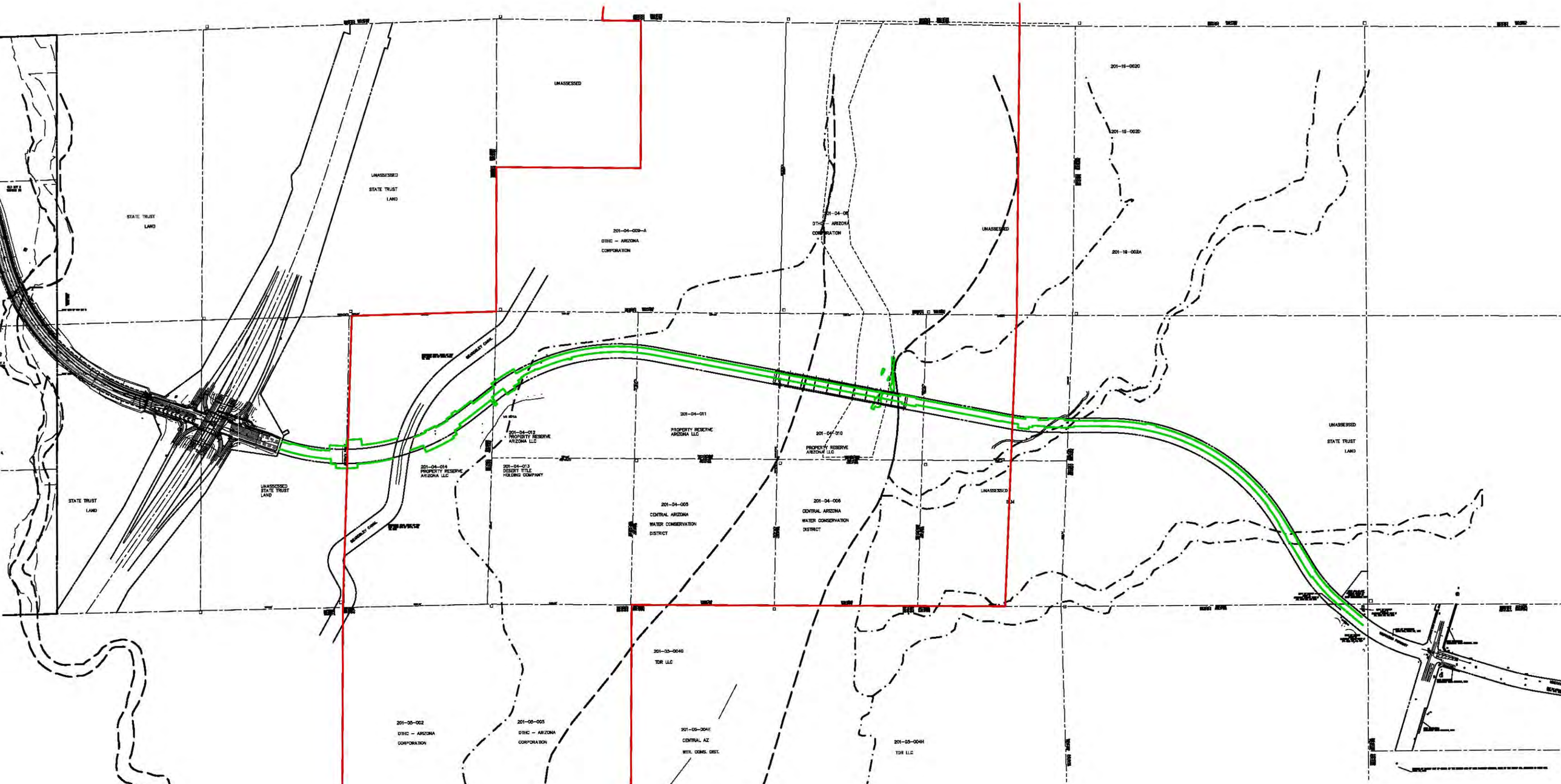
(3) Saddleback Heights demands assumes a waster supply for ***7,200 DU's*** and ***5.38 MGD Max Daily Demand*** . This is less than the total demand required to meet the private entitlement of the property as identified in the February 2014 Utility Master Plan (8,269 DU's and 6.16 MGD Max Daily Demand).

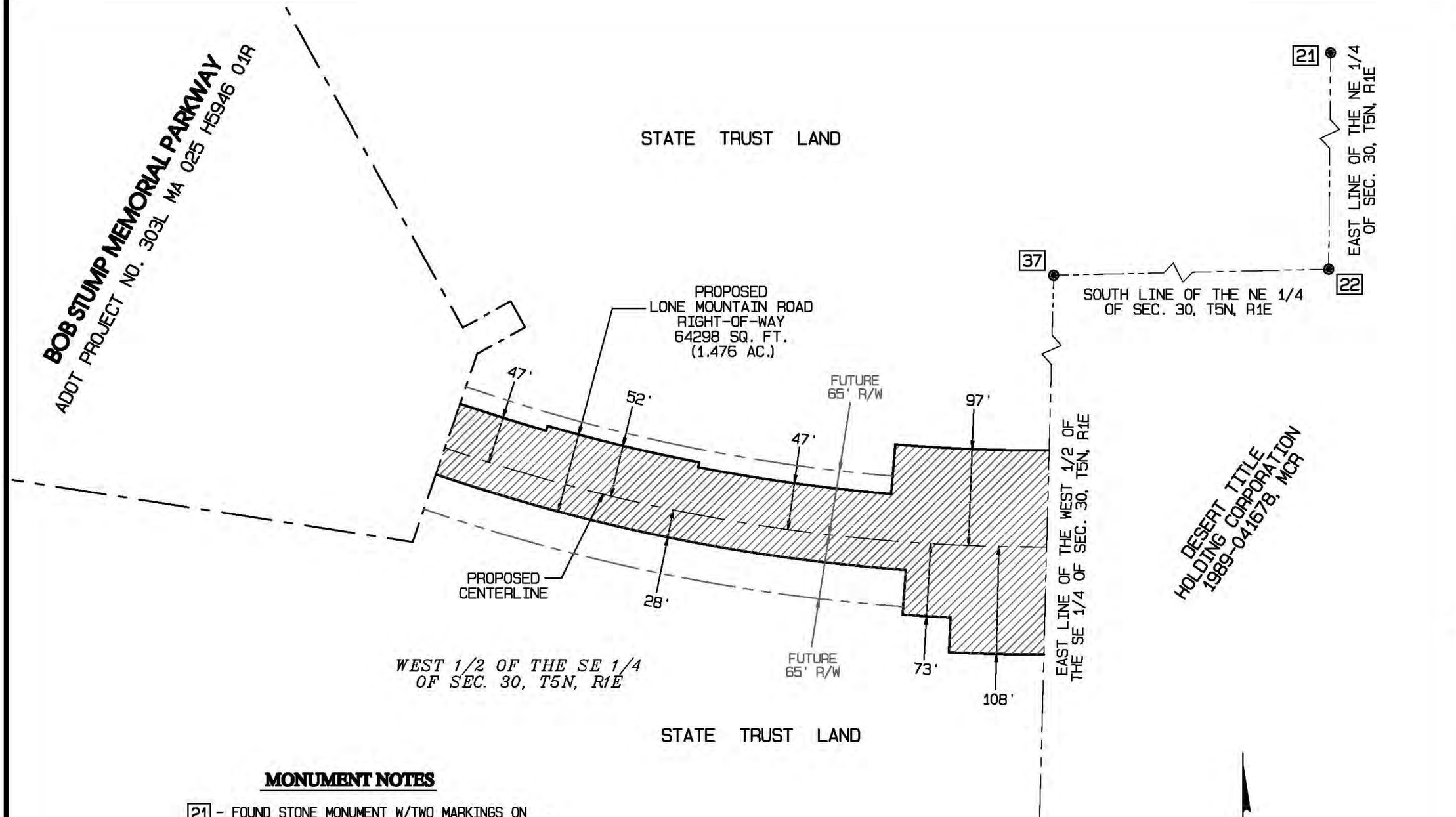
(4) Lake Pleasant Heights demands taken from September 2014 Utility Plan

(5) Peoria is funding the cost of oversizing the waterline for Lands outside the participating developments

EXHIBIT E

RIGHT OF WAY


UNASSESSED
STATE TRUST LAND
UNASSESSED STATE TRUST LAND
201-04-009-A
DTHC - ARIZONA CORPORATION
UNASSESSED
201-19-002D
201-19-002D
201-19-002A
STATE TRUST LAND
UNASSESSED STATE TRUST LAND
201-04-014
PROPERTY RESERVE ARIZONA LLC
201-04-013
DESERT TITLE HOLDING COMPANY
201-04-012
PROPERTY RESERVE ARIZONA LLC
201-04-011
PROPERTY RESERVE ARIZONA LLC
201-04-010
PROPERTY RESERVE ARIZONA LLC
201-04-005
CENTRAL ARIZONA WATER CONSERVATION DISTRICT
201-04-006
CENTRAL ARIZONA WATER CONSERVATION DISTRICT
UNASSESSED
UNASSESSED STATE TRUST LAND
201-05-004G
TDR LLC
201-05-002
DTHC - ARIZONA CORPORATION
201-05-003
DTHC - ARIZONA CORPORATION
201-05-004E
CENTRAL AZ WTR. CONS. DIST.
201-05-004H
TDR LLC



MONUMENT NOTES

21 - FOUND STONE MONUMENT W/TWO MARKINGS ON SOUTH SIDE AND FOUR MARKINGS ON EAST SIDE. NORTHEAST CORNER OF SECTION 30, T.5N. R.1E.

22 - FOUND BLM MONUMENT ON 2.5" PIPE STAMPED: T.5N. R.1E 29, 30 1/4 DATED 1977

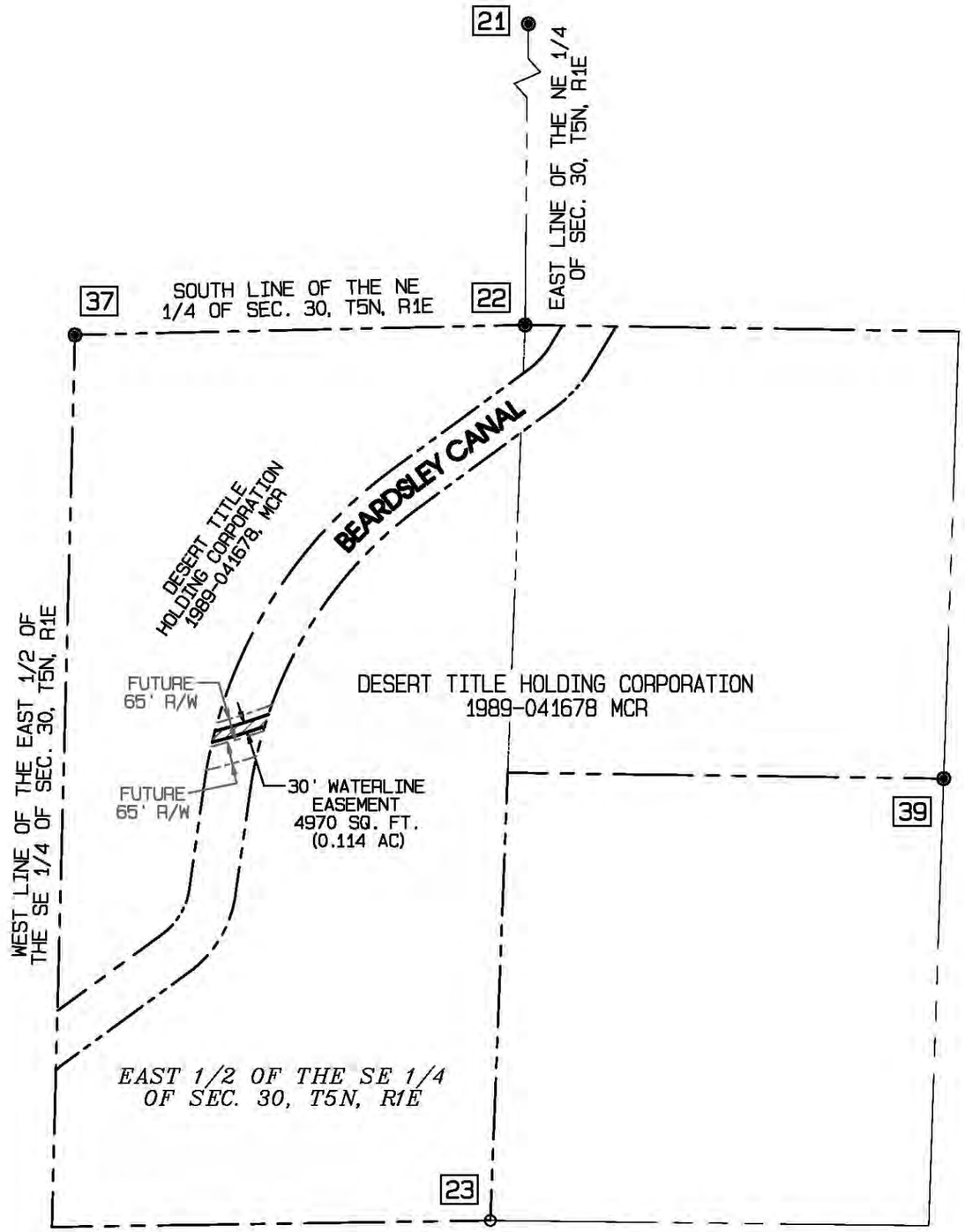
37 - FOUND 1" IRON PIPE ACCEPTED ALSO FOUND 1" IRON PIPE 12.68' EAST NOT ACCEPTED

EXHIBIT MAP
SHOWING PROPOSED LONE MOUNTAIN ROAD R/W PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro



GRAPHIC SCALE 1"=400'

0 400 800

MONUMENT NOTES

21 - FOUND STONE MONUMENT W/TWO MARKINGS ON SOUTH SIDE AND FOUR MARKINGS ON EAST SIDE. NORTHEAST CORNER OF SECTION 30, T.5N. R.1E.

22 - FOUND BLM MONUMENT ON 2.5" PIPE STAMPED: T.5N. R.1E 29, 30 1/4 DATED 1977

23 - CALCULATED SOUTH EAST CORNER OF SECTION 30, T.5N. R.1E NOTHING FOUND OR SET

37 - FOUND 1" IRON PIPE ACCEPTED ALSO FOUND 1" IRON PIPE 12.68' EAST NOT ACCEPTED

39 - FOUND 1/2" REBAR WITH CAP RLS# 25395 ACCEPTED

EXHIBIT MAP
SHOWING PROPOSED WATERLINE IN BEARDSLEY CANAL
A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
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(602) 218-7285

SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro

MONUMENT NOTES

21 - FOUND STONE MONUMENT W/TWO MARKINGS ON SOUTH SIDE AND FOUR MARKINGS ON EAST SIDE. NORTHEAST CORNER OF SECTION 30, T.5N. R.1E.

22 - FOUND BLM MONUMENT ON 2.5" PIPE STAMPED: T.5N. R.1E. 29, 30 1/4 DATED 1977.

23 - CALCULATED SOUTH EAST CORNER OF SECTION 30, T.5N. R.1E NOTHING FOUND OR SET

34 - CALCULATED POSTION ALSO FOUND 1/2" REBAR WITH TAG LS# 4083 0.82' NORTH AND 0.48' EAST NOT ACCEPTED

35 - CALCULATED POSTION ALSO FOUND 1" PIPE 0.47' WEST AND 0.09' SOUTH NOT ACCEPTED

MONUMENT NOTES

36 - FOUND 1/2" REBAR WITH TAG LS# 4083 ACCEPTED

37 - FOUND 1" IRON PIPE ACCEPTED ALSO FOUND 1" IRON PIPE 12.68" EAST NOT ACCEPTED

39 - FOUND 1/2" REBAR WITH CAP RLS# 25395 ACCEPTED

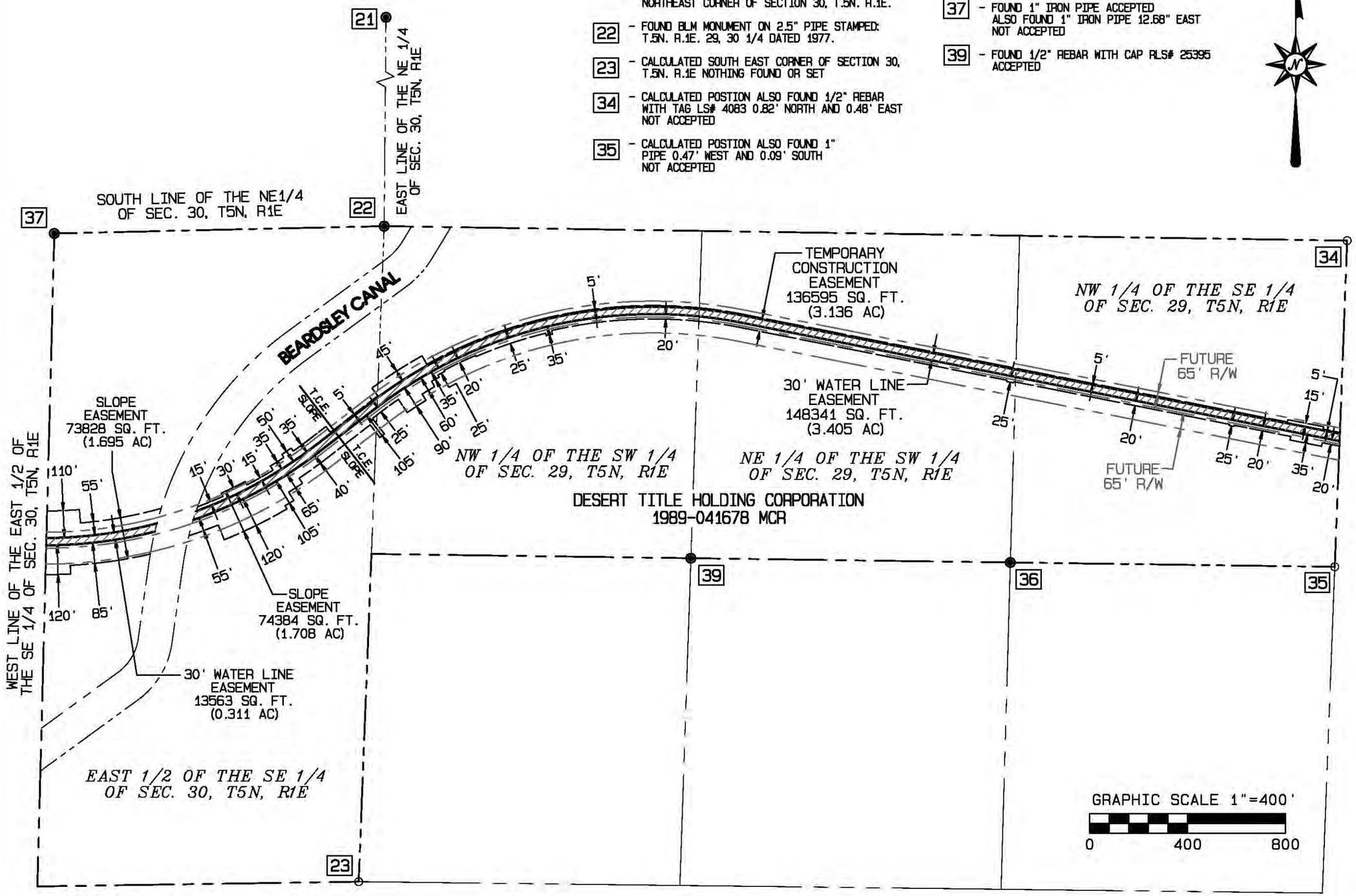

EXHIBIT MAP

SHOWING PROPOSED WATERLINE AND TEMP. CONST. ESMT. A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL, INC.
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6909 West Ray Road, Suite 15
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SHEET 1 OF 1

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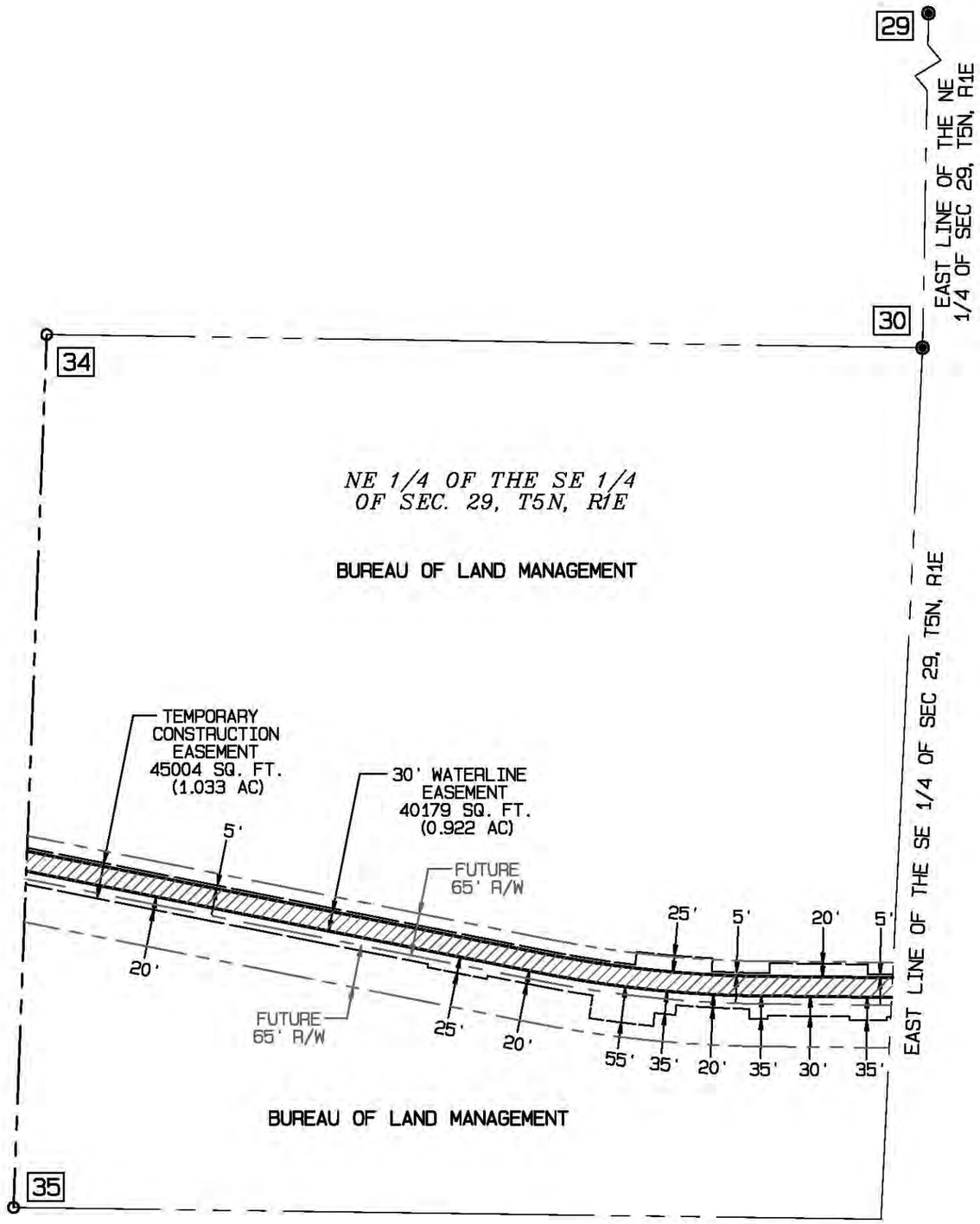

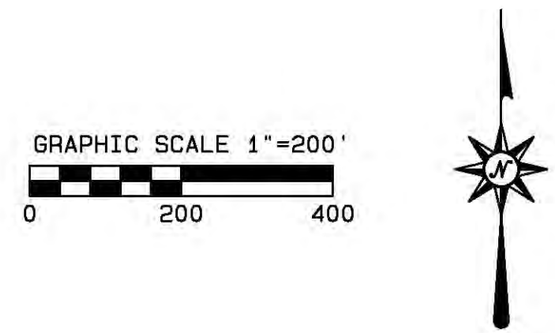

MONUMENT NOTES

29 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD DATED 2001, RLS# 29891 NORTHEAST CORNER OF SECTION 29, T5N, R1E

30 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD 2001, RLS# 29891 EAST QUARTER OF CORNER OF SECTION 29, T5N, R1E, ALSO FOUND 1/2 REBAR 39.83' WEST AND 9.72' SOUTH

34 - CALCULATED POSTION ALSO FOUND 1/2" REBAR WITH TAG LS 4083 0.82' NORTH AND 0.48' EAST NOT ACCEPTED

35 - CALCULATED POSITION ALSO FOUND 1" IRON PIPE 0.47' WEST AND 0.09' SOUTH NOT ACCEPTED

EXHIBIT MAP
SHOWING PROPOSED WATERLINE AND TEMP. CONST. ESMT.
PORTION OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 29, T5N, R1E
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
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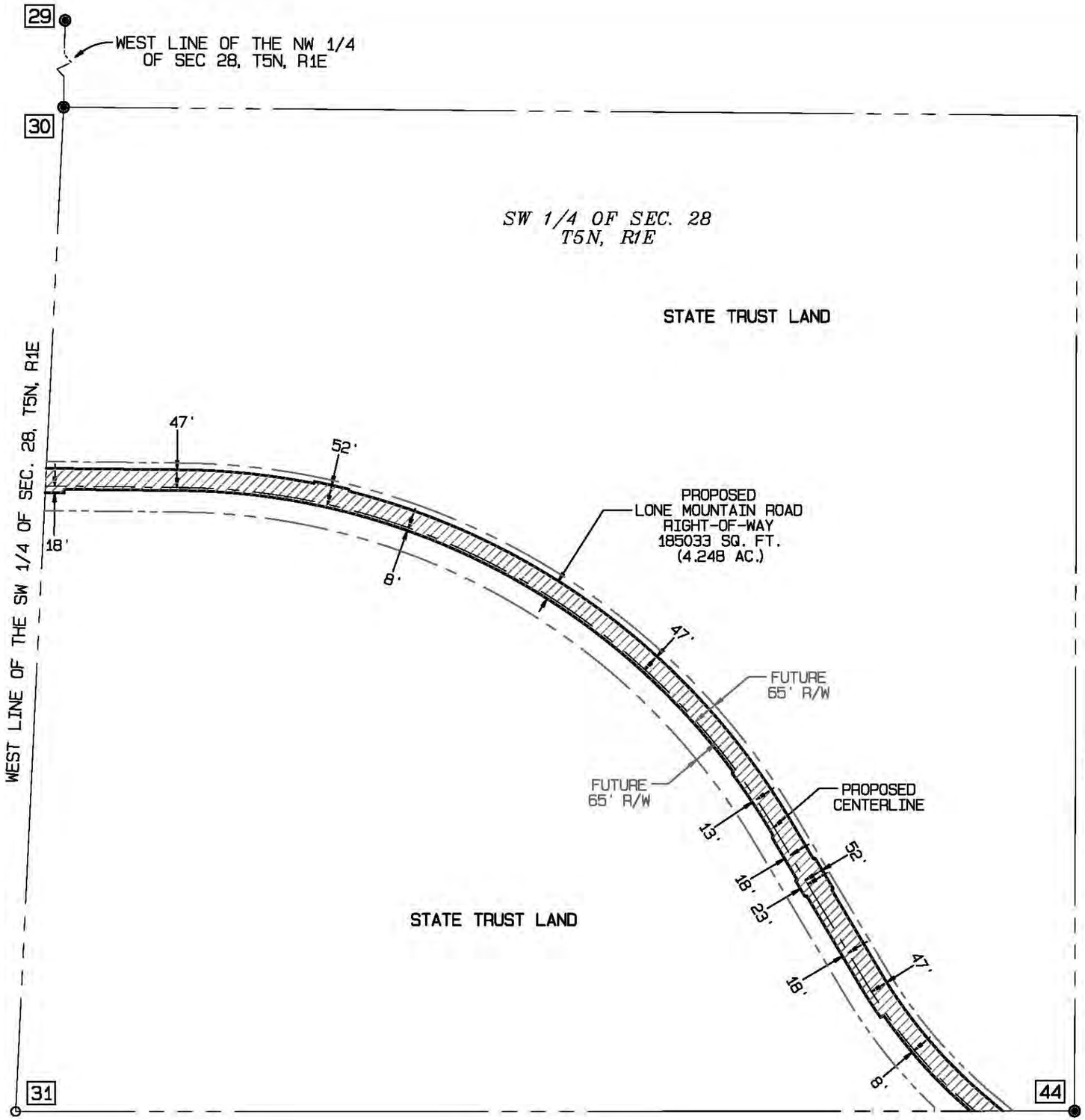
SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro



GRAPHIC SCALE 1"= 300'

0 300 600

MONUMENT NOTES

29 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD DATED 2001, RLS# 29891 NORTHEAST CORNER OF SECTION 29, T5N, R1E

30 - FOUND MARICOPA COUNTY ALUMINUM CAP ON STEEL ROD DATED 2001, RLS# 29891 EAST QUARTER CORNER OF SECTION 29, T5N, R1E, ALSO FOUND 1/2" REBAR 39.83' WEST AND 9.72' SOUTH

31 - CALCULATED SOUTHEAST CORNER OF SECTION 29, T5N R1E NOTHING FOUND OR SET

44 - FOUND 2" MARICOPA COUNTY ALUMINUM CAP FLUSH TO GROUND WITH SECTIONAL STAMP - 2001 - RLS#29891. THE NORTH-SOUTH QUARTER CORNER OF SECTION 28 AND 33, T.5N., R.1E.

EXHIBIT MAP
SHOWING PROPOSED LONE MOUNTAIN ROAD R/W PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, T5N, R1E OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 West Ray Road, Suite 15
Chandler, Arizona 85226
(602) 218-7285

SHEET 1 OF 1

W:\10559A - LMR Waterline\COGO\BASE.pro

EXHIBIT F

ESCROW AGENT FEES AND ADDITIONAL TERMS

(see attached)

EXHIBIT F – PART ONE (FEE SCHEDULE)

TRUST DEPARTMENT
SPECIAL COLLECTION ACCOUNT FEE SCHEDULE
Effective 12/15/2012

ACCEPTANCE AND SET UP FEE	$ 400.00
Set Up Accounting of each Allocation Account	$ 150.00
ADDITIONAL DEPOSIT (Not in Investment Account)	$ 25.00
SET UP FEE OF INVESTMENT ACCOUNT (per account)	$ 75.00
Additional Deposits (each check)	$ 25.00
Withdrawals (each)	$ 25.00
Each DISBURSEMENT (includes 2 remittances)	$ 75.00
Each additional remittance	$ 25.00
Annual Fee in advance [1]	$ 300.00
Annual Fee in advance of each Allocation Account	$ 200.00
Annual Fee in advance – Auction Accounts	$2,000.00
Courier Fee	$ 20.00
NSF Fee	$ 25.00
Assignment and Assumption	$ 150.00
Amendment / Modification	$ 150.00
Accounting Review/ Analysis Fees (per hour)	$ 100.00
Letters of Credit (LOC's)	
Acceptance/ Setup Fees	$ 75.00
Renewal	$ 75.00
Modification (Reduction/Extension)	$ 75.00
Termination	$ 75.00
Deed of Trust (Full or Partial Release)	$ 75.00
Termination/Close out Fee	$ 200.00

The above charges are the minimum charges and First American Title Insurance Company reserves the right to amend this schedule from time to time as deemed necessary.

[1]: Annual Fee of $300.00 covers the first $50,000 of projected project cost as outlined by the agreement between parties. The annual fee shall increase $1.00 per every $1,000.00 thereafter in estimated project cost; or increment thereof. Should the actual project costs be amended and/or exceed the estimated project costs the annual fee will be adjusted accordingly at the time of the next annual billing.

In addition to the basic fees described above, all parties will be required to pay for additional services in terminating the account or accounts and in performing services in connection with the transmission of any Notices required to be transmitted under terms of the Agreement.

All fees are based on present costs and are subject to change, without written notice or otherwise, in accordance with costs of operation.

Other Fees
Specific charges for letters of credit renewal, increases or decreases required pursuant to terms of the Agreement will be determined by the type of transaction, complexity of administration and/or accounting services required. These charges and any additional work will range from a minimum of **$75.00** to a maximum of $1,000.00 depending on the services required. (First American Title Insurance Company will require written instructions concerning the handling of these accounts along with a completed (IRS) W-9 Form.

Need to confirm with FATCO this fee schedule is still applicable and/or replace with current fee schedule.

EXHIBIT F – PART TWO (ADDITIONAL TERMS)

STANDARD CONDITIONS OF ESCROW
(HOLDBACK / JDA ACCOUNT)

RECITALS:

A. The Joint Development Agreement to which these Standard Conditions are attached (the "**Escrow Agreement (Holdback / JDA**)" and these Standard Conditions of Escrow ("**Standard Conditions**") are sometimes hereinafter collectively referred to as this "Escrow Agreement." This Escrow Agreement is made and executed for the sole benefit of the parties to the Escrow Agreement (Holdback / JDA) and Escrow Agent. It is the intention of the parties hereto that no materialman or supplier concerned with the construction of improvements upon the property shall be or shall be considered to be a third party Beneficiary, either incidentally or directly, of this Escrow Agreement.

B. The parties hereto understand that the Escrow Agent is acting as a disbursing/holding agent whose duties may include servicing draw requests, managing Letters of Credit, managing interest-bearing accounts and holding documents..

C. Notwithstanding anything in this Escrow Agreement to the contrary, Escrow Agent shall not be bound by any term or provision in an agreement to which it is not a party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Disbursements:** Escrow Agent shall disburse funds, subject to the terms of the Escrow Agreement (Holdback / JDA), in accordance with the express terms of the Escrow Agreement (Holdback / JDA) or as otherwise authorized pursuant to a written authorization executed by the Parties hereto or their Designated Agent.

2. **Requests of Accounting:** Upon request of any of the Parties hereto a copy of Escrow Agent's record of accounting for funds received and disbursed, on Escrow Agent's form, shall be furnished to the parties hereto.

3. **Indemnification:** The Parties hereto hereby indemnify and promise to hold harmless Escrow Agent against but not limited to all costs, damages, attorneys fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with complying with the Escrow Agreement (Holdback / JDA), or any court action arising therefrom, and will pay the same upon

demand, except claims arising out of Escrow Agent's negligence, bad faith, recklessness, intentional misconduct or breach of the Agreement.

4. If conflicting demands are made upon Escrow Agent, Escrow Agent may hold any money or documents subject to such conflicting demands until the rights of the Parties making such conflicting demands be determined by court action. Escrow Agent may interplead said money or documents (other than letters of credit), whereupon Escrow Agent shall be fully relieved of any and all liability in regard to such demands and the Parties hereunder.

5. **Specimen Signatures:** The Parties hereto shall furnish to Escrow Agent such information as may be required by Escrow Agent setting for the names and specimen signatures of their Designated Agent whose signature Escrow Agent may accept.

6. **Instruction to Escrow Agent:** This Escrow Agreement shall constitute joint instructions to Escrow Agent from the Parties and the amounts deposited shall be disbursed and dealt with by Escrow Agent in strict accordance with the following:

   a. **Money Market Account:** Escrow Agent may deposit or invest the amounts deposited in a money market account reasonably acceptable to Parties (provided the deposited amounts are available for immediate withdrawal, as and when required under the Agreement).Interest monies earned on such Money Market Account(s) will be added to the Escrow Account funds to be utilized for costs and fees related to the Escrow Agreement. It is understood by the Parties that the Escrow Agent is not providing management nor oversight functions with respect to a payment made on behalf of another, nor has significant economic interest in connection with the payment; and therefore, would not be responsible for issuing information returns to the IRS under IRC section 6041 and/or Rev. Rul. 73-90.

   b. **Limitation of Liability:** Notwithstanding any other provisions of this Escrow Agreement, Escrow Agent has no responsibility nor liability for completion of improvements to the Property; or to guarantee that the funds deposited into escrow are sufficient to complete the improvements; or for any mechanic's or materialmens liens that may be filed except to the extent that Escrow Agent fails to properly disburse monies pursuant to these instructions. Escrow Agent shall not be liable for any action taken or omitted by it, except for its breach of its obligations under the Escrow Agreement (Holdback / JDA) and its own negligence, bad faith or willful misconduct; nor shall it be liable or responsible for the validity, enforceability or sufficiency of any document furnished to it pursuant to any provision thereof; nor shall it be responsible for any representation or statements made in any of those documents. Any disbursement by Escrow Agent of any advance shall not be deemed to be approved by

Escrow Agent of any work performed or any materials furnished with respect thereto or a representation by Escrow Agent that the unused portion of the total cumulative sum is sufficient to pay remaining construction costs.

c. **Advice of Counsel:** Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person.

d. **Compensation:** Escrow Agent shall be entitled to receive compensation for its services hereunder in accordance with the rate schedule attached hereto as part of this Exhibit "F" and is incorporated herein by this reference. Escrow Agent is hereby authorized to deduct from first monies available its fees. **Note: A reasonable charge will be made for extraordinary services rendered.**

7. **Cancellation:** This Escrow Agreement may be canceled only upon written approval of all Parties hereto except as otherwise provided in the Escrow Agreement.

a. The Escrow Agent's action upon cancellation shall consist of final disbursement of funds upon written direction of either the Parties or by court action, whichever is applicable.

8. **Standard Conditions of Escrow Controls**: To the extent of any conflicts between the Escrow Agreement (Holdback / JDA) and these Standard Conditions concerning the obligations of the Escrow Agent, the provisions of these Standard Conditions shall control.

9. **Resignation**: Escrow Agent has the right to resign upon written notice thereof mailed to the parties thirty (30) days prior to the effective date. If such right is exercised, all funds and documents shall be delivered to a mutually appointed substitute Escrow Agent who shall have first assumed in writing and agreed to be bound by the obligation of the Escrow Agent under the Escrow Agreement (Holdback / JDA) or as otherwise directed by the parties hereto, and all Letters of Credit then held by Escrow Agent have been assigned to such new escrow agent as required by the terms of each Letter of Credit and any charges due the issuer are paid.

10. **Binding Effect**: This Agreement shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto.

11. **Party:** Whenever the context of this instrument so requires words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; the word person includes a corporation, company, partnership or association, or society as well as a

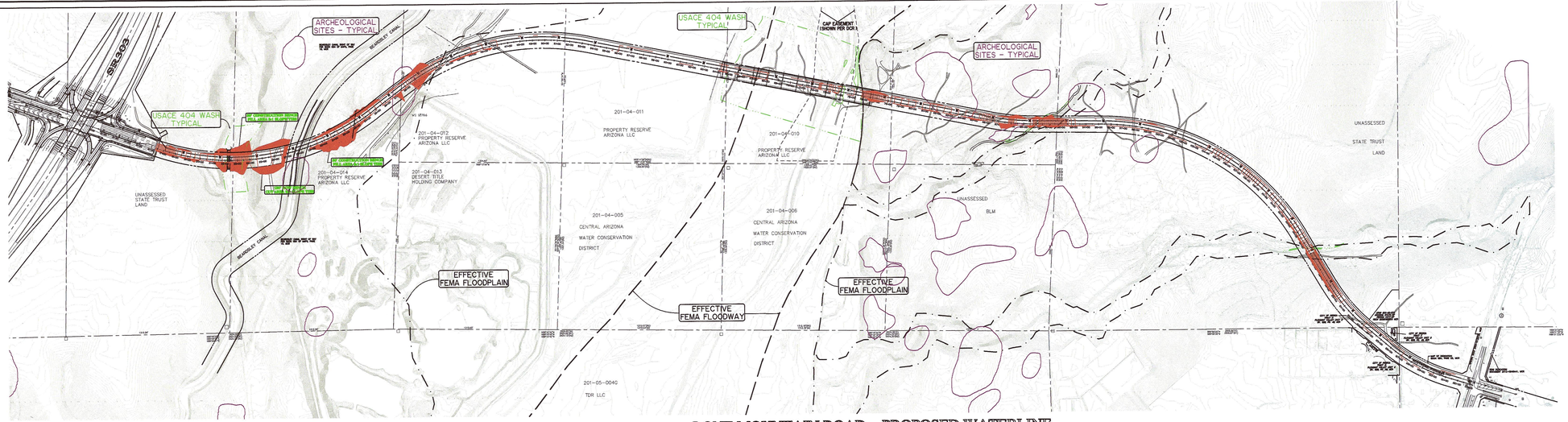
natural person. Every reference to any Party or to the Parties collectively shall be deemed to constitute a reference to all successors in interest or assigns of the Party referred to.

ESCROW AGENT:

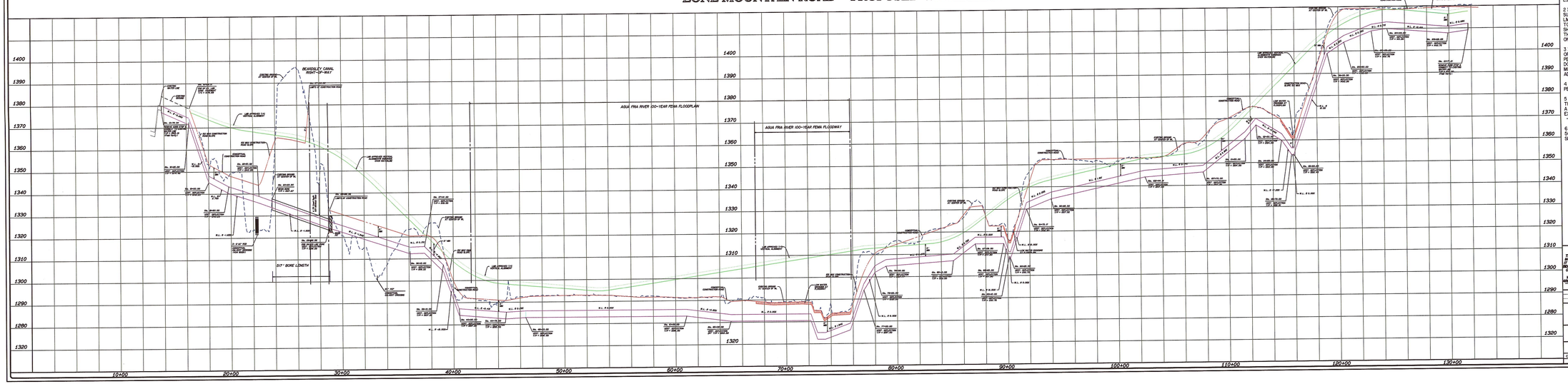
First American Title Insurance Company
Attention: Trust Department
PO Box 52023
Phoenix, Arizona 85072
9000 East Pima Center Parkway
Scottsdale, Arizona 85258
Phone: (602) 685-7000
Fax: (602) 685-7029

EXHIBIT G

SCHEDULE OF DRAFT PLANS AND SPECIFICATIONS



LONE MOUNTAIN ROAD – PROPOSED WATERLINE



NOTE:

1) SECTIONAL CONTROL HAS BEEN ESTABLISHED BY GOODWIN AND MARSHALL.

2) A 2013 DESIGN TOPOGRAPHIC AERIAL SURVEY HAS BEEN PREPARED FOR THE LMR CORRIDOR AND HAS BEEN UTILIZED TO PREPARE THE EXISTING GROUND PROFILE SHOWN HEREON. THE PROJECT IS ON THE VISTANCIA COORDINATE SYSTEM AND ON CITY OF PEORIA NAVD 88 DATUM.

3) THE HORIZONTAL AND VERTICAL ALIGNMENT OF LONE MOUNTAIN ROAD IS PER THE CITY OF PEORIA APPROVED PROFILE 16-29-07.1 ENTITLED DCR MOD_16 A COMPROMISED PROFILE BETWEEN MOD14 AND MOD15. THE PROFILE HAS BEEN ADJUSTED FROM NGVD 29 DATUM TO NAVD 88.

4) ALL REMAINING PLAN VIEW LINE WORK IS SHOWN PER THE 2007 DCR CAD FILES.

5) THE CONCEPTUAL VERTICAL ALIGNMENT OF THE WATERLINE IS SHOWN BASED ON BEING A MINIMUM DEPTH OF 5 FT BELOW EITHER EXISTING GROUND OR FILL GRADE - WHICH EVER IS LOWER IN ELEVATION.

6) PROPOSED CONTOURS SHOWN ARE FOR A 50' WIDE CONSTRUCTION ROAD WITH 2:1 CUT SLOPES AND 3:1 FILL SLOPES.

GRAPHIC SCALE 1"=200'

0 200 400 600

THIS DOCUMENT IS FOR CONCEPTUAL USE ONLY. IT IS NOT INTENDED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

WARREN C. RUSSELL ARIZONA R.E. NO. 39600

Two working days before you dig CALL FOR THE BLUE STAKES 602-263-1100 1-800-STAKE-IT OUTSIDE MARICOPA COUNTY

CONCEPTUAL

LONE MOUNTAIN ROAD
PEORIA, ARIZONA

ALIGNMENT ANALYSIS

GOODWIN MARSHALL

CIVIL ENGINEERS-PLANNERS-SURVEYORS
4600 NORTH PARK AVENUE, TUCSON, ARIZONA 85718

DR. :	EDSAN	Dwg. :	MJ
DATE :	FEBRUARY 2014	Scale :	NTS
Job :		Refer :	

SHEET: of

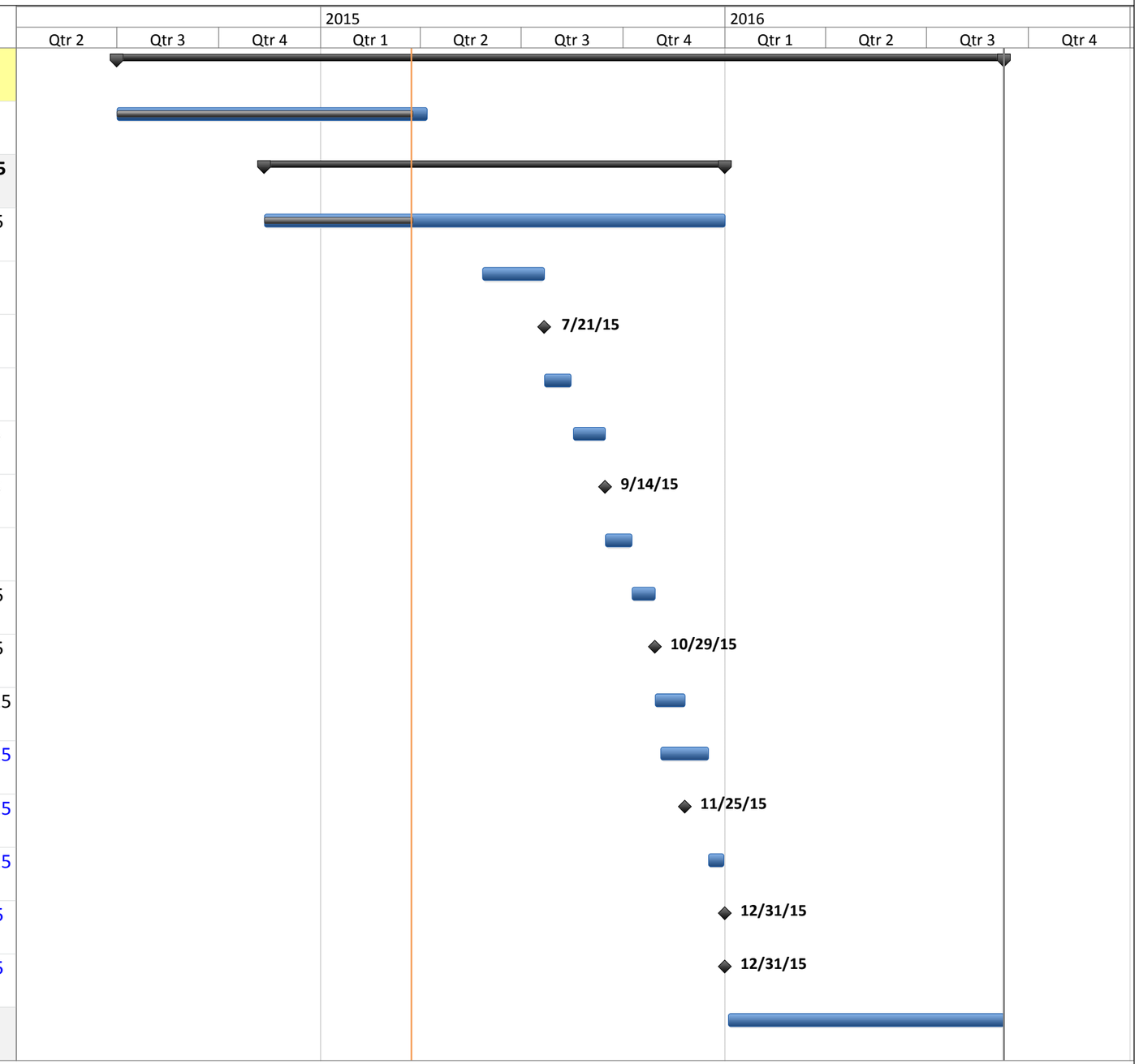
© 2013 C:\JOB FILES\LMR CORRIDOR\LMR CORRIDOR - ALT 1 FOR 10-29-13.DWG

EXHIBIT H

CONSTRUCTION SCHEDULE

Construction Schedule for Lone Mountain Waterline

ID	Task Name	Duration	Start	Finish
1	**Lone Mountain Waterline**	**560 days**	**Tue 7/1/14**	**Thu 9/8/16**
2	JDA Finalization	195 days	Tue 7/1/14	Mon 4/6/15
3	**Design Services**	**293 days**	**Tue 11/11/14**	**Thu 12/31/15**
4	Coordination w/ Land Owners for Easement Acquisitio	293 days	Tue 11/11/14	Thu 12/31/15
5	Preparation of Construction Plans	40 days	Wed 5/27/15	Tue 7/21/15
6	1st Submittal (City)	0 days	Tue 7/21/15	Tue 7/21/15
7	City Plan Review	18 days	Wed 7/22/15	Fri 8/14/15
8	Address City Comments	20 days	Mon 8/17/15	Mon 9/14/15
9	2nd Submittal (City & MCESD)	0 days	Mon 9/14/15	Mon 9/14/15
10	City Plan Review	18 days	Tue 9/15/15	Thu 10/8/15
11	Address City Comments	15 days	Fri 10/9/15	Thu 10/29/15
12	Final Submittal (City)	0 days	Thu 10/29/15	Thu 10/29/15
13	City Plan Review	18 days	Fri 10/30/15	Wed 11/25/15
15	Public Bid Process/Contracting	30 days	Wed 11/4/15	Wed 12/16/15
14	Plan Approval	0 days	Wed 11/25/15	Wed 11/25/15
16	Notice to JDA Owners/Funding Complete	10 days	Thu 12/17/15	Wed 12/30/15
17	Easements Acquired	0 days	Thu 12/31/15	Thu 12/31/15
18	Construction Notice to Proceed	0 days	Thu 12/31/15	Thu 12/31/15
19	**Waterline Construction**	**175 days**	**Mon 1/4/16**	**Thu 9/8/16**



Project: LMR Waterline JDA Schedule 3.24.15
Date: Tue 3/24/15

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT I

A. CONTRACTOR'S INSURANCE
AMOUNTS AND TYPES OF INSURANCE COVERAGES

Each Contractor will maintain the amounts and types of insurance described below and shall cause its subcontractors to maintain such coverages.

1. Commercial General Liability Insurance coverage including premises, operations, products, completed operations, and contractual liability coverages in an amount no less than $1,000,000 per occurrence, $1,000,000 personal injury and advertising injury, $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate. The preferred form is CG0001. Coverage shall include:

    a. Waiver of Subrogation to Lead Developer and each Developer and any related or affiliated entities, partners, subsidiaries, partnerships, joint ventures, and limited liability companies and their respective directors, officers, partners, agents, employees, volunteers, members, and shareholders.

    b. Policy to include liability arising out of subcontractors.

    c. Deductible of no more than $5,000 per occurrence.

    d. Deletion of any limitations relating to liability arising out of explosion, collapse or underground hazards.

    e. Deletion of any limitation or exclusion on coverage for bodily injury or property damage arising out of subsidence or soil or earth movement.

    f. A provision that the insurance company has a duty to defend all insureds under the policy and a provision that defense costs are paid in addition to and do not deplete any of the policy limits.

    g. Provision that insurance policy shall be primary and non-contributory.

    h. Deletion of any exclusion or limitation of coverage based upon the type or use of structure of building.

    i. Umbrella policy with limits of not less than $1,000,000 per occurrence.

2. Automobile Liability Insurance of all motor vehicles operated by or for Contractor, including owned, hired, and non-owned autos, with minimum Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 for each occurrence.

3. Workers Compensation Insurance to cover statutory limits of Workers Compensation Laws of the state in which the work is being performed and state employee is hired. Workers Compensation coverage shall extend to any individual, including Developers, directors, officers, and employees who will be performing the work under this agreement regardless of any ability under state law to reject workers compensation coverage. This insurance shall include a Waiver of Subrogation Endorsement waiving the carrier's right of subrogation to Lead Developer and each Developer there affiliated entities, parents, subsidiaries, partnerships, joint ventures, and limited liability companies and their respective directors, officers, partners, agents, employees, volunteers, members, and shareholders. If any class of employees engaged in the Work is not protected by the Workers Compensation stature, subcontractor shall provide special insurance for the protection of such employees not otherwise protected, which is similar to the coverage required above.

4. Employers Liability coverage in an amount not less than $1,000,000 each accident; $1,000,000 disease policy limit; $1,000,000 disease each employee.

5. The following general requirements shall apply to all insurance policies described in this Exhibit.

- All liability insurance policies, except professional liability and workers compensation insurance, shall be written on an occurrence basis.

- All insurance policies required hereunder except Workers Compensation shall: (i) name Lead Developer and each Developer and any related or affiliated entities, parents, subsidiaries, partnerships, joint ventures, and limited liability companies and their respective directors, officers, partners, agents, employees, volunteers, members, and shareholders as "additional insured" utilizing an ISO endorsement form CG2010 (11/85) Additional InsuredOwners, Lessees, or Contractors (Form B); (ii) be issued by an insurer and shall be in a form approved by Lead Developer; and (iii) provide that such policies shall not be canceled or not renewed, nor shall any material change be made to the policy without at least thirty (30) days prior written notice to Lead Developer and each Developer.

- The liability insurance policies shall provide that such insurance shall be primary on a non-contributory basis.

- All insurers providing the coverages specified in this Section shall be rated A:VII or better by Best's.

- Subcontractors shall provide Contractor with certificates evidencing the insurance coverages required by this Exhibit in the certificate form included in this exhibit, prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance.

Replacement certificates shall be sent to Contract, as policies are renewed, replaced, or modified.

- The foregoing insurance coverage must be maintained in force at all times during the construction of the Water Transmission Facilities and the Commercial General Liability Insurance (for Products and Completed Operations) is to be maintained for 10 years following final completion of the Water Transmission Facilities.

Any Contractor or Subcontractor performing work five (5) feet or more below grade shall provide no less than $5,000,000.00 coverage for all required policies.

B. LEAD DEVELOPER'S INSURANCE AMOUNTS AND TYPES OF INSURANCE COVERAGES

The Lead Developer will maintain the amounts and types of insurance, as described in the Certificate of Liability Insurance in Exhibit I-1 attached hereto, and shall cause its subcontractors to maintain such coverages.

EXHIBIT J

FORM LETTER OF CREDIT

[INSERT BANK NAME]
[INSERT LETTER OF CREDIT DOCUMENT NAME]

_____, 20__

Letter of Credit No, _____

First American Title Insurance Company
Trust Operations
9000 E. Pima Center Parkway
Scottsdale, AZ 85258
Attention: Sandi Overbey

_____
_____
_____
Attn. _____

Dear _____:

At the request and for the account of our customer, **[Insert Developer name]**, a(n) _____, ("Developer") **[Insert Bank Name]** ("Bank"), hereby establishes in your favor this **[Insert Letter of Credit Document Name]** ("Letter of Credit"). This Letter of Credit is issued to you pursuant to the terms of that certain Joint Development Agreement, wherein Developer is a "Developer", _____ is the "Lead Developer" and you are the "Escrow Agent" (the "Agreement"). This Letter of Credit authorizes you to draw on us in amounts which in the aggregate shall not exceed the "Stated Amount" of _____ and No/100 Dollars ($_____).

You or your duly authorized successor or transferee may obtain the funds available under this Letter of Credit by presentment to us, of your sight draft or drafts drawn on us in the form set forth as Exhibit "A" hereto, accompanied by your executed statement certifying that the amount set forth in the draft is immediately due and payable pursuant to the Agreement and accompanied by the original of this Letter of Credit and Amendment(s) thereto, if any.

2A. (i) If cancellation of this Letter of Credit is required before the expiry date stated herein (which may be extended from time to time as may be required by the beneficiary in the form attached hereto as Exhibit "B"), the original of this Letter

of Credit amendment(s) thereto, if any, must be returned to us accompanied by the beneficiary's letter requesting cancellation in the form attached hereto as Exhibit "B".

This letter of credit may also be reduced upon our receipt of a reduction certificate from you in the form of Exhibit "B".

We hereby engage with the beneficiary of this Letter of Credit hereof that draft(s) drawn and required documents presented in compliance with the terms contained in this Letter of Credit will be duly honored upon presentation and delivery to _____, on or before the expiration date hereof.

Your sight draft will be honored by payment to you of the draft amount in immediately available funds. Each draft presented for payment under this Letter of Credit must be dated as of the date of its presentation to us and must be marked conspicuously, "Drawn under **[Insert bank name] [Insert Letter of Credit Document Name]** No. _____", accompanied by your certification(s) to us stating the following:

> "I am a duly authorized representative of the beneficiary of **[Insert bank name] [Insert Letter of Credit Document Name]** No. _____ and hereby certify that the amount drawn hereunder represents funds due as a result of a failure of Developer [to timely pay a Draw Request under] or [renew this Letter of Credit in accordance with] the terms of the Joint Development Agreement.

You may draw the full amount of this Letter of Credit or only part of it, in your discretion, provided that drafts honored by us under this Letter of Credit shall not exceed the Stated Amount available to you under this Letter of Credit.

This Letter of Credit shall expire not earlier than _____ months after the date set forth above. If Developer does not deliver to you a renewal Letter of Credit at least ten (10) days prior to the expiration of this Letter of Credit, then, in addition to other rights available to you under the Agreement, you shall have the right to draw on this Letter of Credit.

We consider this Letter of Credit to be irrevocable and unconditional (except as expressly stated herein) under the terms above mentioned.

Unless otherwise expressly stated herein, this irrevocable Standby Letter of Credit is subject to the uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500.

R.. The available amount under this Letter of Credit may be transferred in whole (but not in part) more than one time upon request of the Escrow Agent (Beneficiary) to any successor in interest to Beneficiary under that certain Joint Development Agreement among the Developer, the Lead Developer and the Escrow Agent, without the Developer's prior consent. However, no transfer shall be effected by us unless your request in the form set forth as Exhibit "C", duly executed, is received and our customary charges are paid. Any transfer fee charged by Bank arising out of any transfer of this Letter of Credit from Beneficiary named hereunder, or from any future transferee, to any new beneficiary shall be borne in its entirety by the Developer (Applicant).

Very truly yours,

[Insert Bank Name]

By:_____
Name:_____
Its:_____

EXHIBIT "A" TO LETTER OF CREDIT

Drawn Under [Insert Bank Name] [Insert Letter of Credit Document Name] No. _____

$_____ (U.S.) _____, 20__

To: **[Insert Bank Name]**

Drawn under **[Insert Bank Name] [Insert Letter of Credit Document Name]** No. _____.

I am a duly authorized representative of the beneficiary of **[Insert Bank Name] [Insert Letter of Credit Document Name]** No. _____ and hereby certify that the amount drawn hereunder represents funds due as a result of the failure of **[Insert Developer Name]** to timely pay a Draw Request under the terms of a certain Joint Development Agreement [or as a result of the failure by [**Insert Developer Name**] to deliver a renewal letter of credit within the time required under the referenced Joint Development Agreement].

Accordingly, please pay to the order of First American Title Insurance Company**,** _____ Dollars ($_____).

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT "B" TO LETTER OF CREDIT

Date:

_____	and	_____
_____		_____
_____		_____
_____		_____

Ref: Letter of Credit No. _____

As parties to the above referenced Letter of Credit, we request that the following action(s) be taken as evidenced by our initials and signatures below:

Please initial:

_____ Reduce the amount from U.S. $_____ to U.S. $_____.

_____ Extend the expiration date from _____ to _____.

_____ Cancel this Letter of Credit effective immediately.

Enclosed herewith are the original Letter of Credit documents, including the amendment(s), if any, thereto.

(Note: If any of these documents are not included with this letter, you must specify each missing document and explain the reason why it is not being returned.)

_____
_____
_____

Authorization:

First American Title Insurance Company
a Nebraska corporation

By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT “C” TO LETTER OF CREDIT

Bank's Form of Request for Entire Transfer of Credit

City Council Calendar

Color Key:
City Council

< May	June 2015					July >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
	1	**2** Special City Council Meeting & Study Session Regular City Council Meeting	3	**4** Special City Council Meeting	5	6
7	8	**9** Council Boards and Commissions Subcommittee	10	11	12	13
14	15	**16** Special City Council Meeting & Study Session Regular City Council Meeting	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

City Council Calendar

Color Key:
City Council

< June	July 2015					August >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
			1	2	3	4 All-American Festival presented by Sears Vacations
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	22	23	24	25
26	27	28	29	30	31	

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: RCM 30A

Date Prepared: June 2, 2015 **Council Meeting Date: June 16, 2015**

TO: **Carl Swenson, City Manager**

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

SUBJECT: **Economic Development Services Department Sales, Marketing, and Business Retention & Expansion 2014-2015 Report**

Background/Summary:
The Economic Development Services Department (EDS) engages in a robust sales, marketing and business retention/expansion program to attract high wage jobs from targeted industries, and to encourage growth in our existing companies to promote further investment, hiring and business expansion within our city. As part of implementing the Economic Development Implementation Strategy (EDIS), EDS actively pursues targeted industries as part of an overall sales and marketing effort to attract such companies to Peoria. One of the tasks contained in the EDIS is a short and long range strategy for a targeted industry development and recruitment program, including assets for the industry in Peoria, marketing messages to be created, best market opportunities to visit for the industry, to identify trends in the industry that favor Peoria and those that do not, and identify the best functions within each industry that would be best for the City to target.

The business attraction function of EDS is accomplished with sales and marketing efforts to potential targeted industry representatives, developers, site selectors, brokers, and industry leaders themselves. This report captures those accomplishments over the past year in the form of sales missions, marketing, advertising, outreach into key markets that best represent the targeted industries Peoria seeks to attract, and business expansion efforts.

Also included in the attached report are outputs for the newly created Business Retention and Expansion Program that conducts business visitations to bring resources to those Peoria companies that are growing and expanding. This is accomplished by face to face meetings with Peoria businesses and conducting the follow up required to assist in their success.

Exhibit(s):
Exhibit 1: Sales, Marketing, and Business Retention & Expansion Report Covering Fiscal Year 2014-2015.

Contact Name and Number:
Scott Whyte (623) 773-7738

EDS…by the numbers

Economic Development Services Department

Sales, Marketing and Business Retention and Expansion Activity

Fiscal year 2014-2015 (July – June)

Business Attraction Efforts

- 63 responses to Greater Phoenix Economic Council (GPEC) prospect notifications for Peoria buildings and sites to attract targeted industries per the EDIS
- 5 site tours with GPEC and/or site selection consultants to view key investment zone sites in the city:
  - GPEC Executour – site selection consultants and GPEC staff
  - Project Heart - manufacturing user, 100 jobs, 20-30 acres, $200M investment, build to suit (BTS)
  - Project Hotspur – manufacturing, 80,000-100,000 sf, 250 jobs, $70M Investment, BTS
  - Project Foxtrot – manufacturing, 160,000 sf, 180 jobs, $100M investment, BTS
  - Project Aviator – aerospace software engineering

- 6 Locates (targeted industries, redevelopment, and big box reuse):
  At Home (91st and Peoria Ave) – retail and home goods
  Aviage Systems – Aerospace Software Engineering
  Lucidi Distillery – Craft spirits
  Huntington University – Higher Education
  Right BioMetrics (a BioInspire company) – Manufacturing, BioTechnology Medical Device
  State Trailer Supply (Peoria Town Center) – Retail, RV Supplies

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Sales Mission Calendar

2014

- October – GPEC trip to Seattle for a comparative market analysis, idea generation, and marketing
- October – International Council of Shopping Centers (**ICSC**), San Diego, deal making with retail brokers
- October 27-30 – CoreNet Global Conference, Phoenix, AZ, deal making with international brokers for recruiting to Peoria

2015

- March 24 – Executour with GPEC and two site selector consultants
- March 22-26 – SelectUSA Conference, Washington DC, deal making with international companies
- April 29 – AZBio Expo, Phoenix, meet biotechnology companies for the purposes of recruiting to Peoria
- April 27-29 – GPEC trip to Indianapolis, road show to meeting companies and site selectors interested in moving to Peoria.
- May 17-20 - International Council of Shopping Centers (ICSC)Conference, Las Vegas , deal making with retail brokers
- May 28-29 - IMN Data Center Conference, New York, meet data center companies for the purposes of recruiting to Peoria
- June 10 – 11 NAIOP (National Association Industrial & Office Properties), Long Beach, CA, deal making with office and industrial brokers
- June 15 -18 - BIO International**,** Philadelphia, PA, meet biotechnology companies for the purposes of recruiting to Peoria
- June 17-19 – GPEC trip to Dallas for a comparative market analysis, idea generation, and marketing

Markets Entered: 8

Seattle, Washington
San Diego, California
Washington, DC
Indianapolis, IN
Las Vegas, NV
New York, NY
Long Beach, California
Philadelphia, PA

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Advertisements/Publications: 10

Local - Phoenix, AZ
Las Vegas, NV
Chicago, IL
Seattle WA
Winnipeg, Canada

Spring training

151 companies invited
51 attendees

Business Expansions in Peoria Resulting from EDS Activity

Company Name	Date	Employment		CapEx	Square Feet	
		Pre	Post (New)		Pre	Post (New)
Potters House Apothecary	Nov 2014	25	25 new	$3.5M	6,000	8,000
Lunde VW/Mitsubishi	Mar 2015	New	No change	$1M	25,000	15,500
Denmark Foods	TBD	60	60 new	$12M	7,000	7,000
State Trailer Expansion	Mar 2015	0	40 estimate	$1M	0	8,600
	Totals	**85**	**125**		**38,000**	**39,100**
			+ 125	**+$17.5M**		**+39,100**

Business Retention and Expansion visits

Health Care	4
Hospitality, Recreation, tourism	11
Retail	17
Manufacturing	10
Construction	1
Transportation/Logistics	1
BioTechnology	1
Paper, Packaging & Printing Manufacturing	1
Media, Publishing & Entertainment	1
Information Technology Manufacturing & Development	1
Analytical Instruments & Medical Devices	2
TOTAL	50

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CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 30B

Date Prepared: May 13, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Annual All-American July 4th Festival

SUMMARY:

The Annual All-American July 4th Festival presented by Sears Vacations will be held at the Peoria Sports Complex Stadium and Mariners practice fields on Saturday, July 4, with gates opening at 5 p.m.

A variety of entertainment and activities are featured throughout the event. In the main stadium, guests will be able to enjoy the Country Zone featuring live Country music. Live music will be in the Rock and Roll Zone on one of the Mariner's practice fields, and another field will host a DJ, mixing and playing music while patrons enjoy activities.

Along with an array of music, attendees can also cool off while having water-inflatable fun in the two Water Zones, enjoy face painting, rock climbing, water-free inflatable games, the Peoria Food Challenge presented by Sonic and stilt walkers.

Food and refreshing beverages will be available for purchase. The Fireworks Extravaganza will begin at approximately 9:15 p.m.

Admission is $10.00 per person at the gate, with children ages 12 and under free. Presale tickets are available until July 3rd for only $7.00 and may be purchased in person at the Peoria Sports Complex Operations Office, Community Services office, Rio Vista Recreation Center and the Peoria Community Center or link online @ www.PeoriaAZ.gov (transaction fees apply). This event offers FREE Parking.

Exhibit(s): Flyer

Contact Name and Number: Kelli Kincaid, 623-773-7178

ALL-AMERICAN Festival

PEORIA, ARIZONA

LIVE MUSIC!

Country Stage
Kianna Martinez

Rock Stage
Outside the Line

Live DJ in the Activity Zone

FUN for all ages!

- Kids Zone
- Water Slides
- 3rd Annual Cornhole Tournament
- Concessions & Beer
- 2nd Annual Peoria Food Challenge

FREE PARKING

$10 Admission
Kids Under 12 FREE!

Discounted Presale Tickets go on Sale May 4

July 4th

5 pm to 10 pm

ONLY AT THE PEORIA SPORTS COMPLEX
16101 N. 83RD AVENUE, PEORIA

FIREWORKS @9:15 (APPROX)

FOR MORE INFO, CALL 623.773.7137
or VISIT PEORIAAZ.GOV/SPECIALEVENTS

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM 30C

Date Prepared: June 1, 2015 **Council Meeting Date: June 16, 2015**

TO: Carl Swenson, City Manager

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

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

SUBJECT: National Park & Recreation Month

SUMMARY:

This July, America celebrates 30 years of "Park and Recreation Month" and the enduring importance of parks and recreation for cities, regions, and the world.

Parks were created to serve people—to give them a place to appreciate nature, exercise, socialize, and have fun.

The National Recreation and Park Association initiated July as this celebratory month in 1985 and in July, 2009 the U.S. House of Representatives resolved that it:

> (1) recognizes the great societal value of parks and recreation facilities and their importance in local communities across the United States;
> (2) recognizes and honors the vital contributions of employees and volunteers in park and recreation facilities; and
> (3) supports the designation of a ''National Park and Recreation Month''.

Staff will provide a brief presentation on National Park and Recreation Month, recognizing the Proclamation signed by Mayor Carlat and the substantial benefits derived from the special places, programs, and people in Peoria.

Exhibit(s): Proclamation

Contact Name and Number: John Sefton, 623-773-7135

Proclamation

Recognizing the importance of park and recreation facilities and services and expressing Peoria's support for the designation of the month of July as 'National Park and Recreation Month'.

WHEREAS, *parks and recreation programs are an integral part of communities throughout this country, including Peoria, Arizona; and*

WHEREAS, *public parks and recreation systems are dedicated to enhancing the quality of life for residents in communities around the country through recreation programming, leisure activities, community events, and conservation efforts; and*

WHEREAS, *parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve air quality, provide vegetative buffers to development, and protect habitat for wildlife; and*

WHEREAS, *our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and*

WHEREAS, *the U.S. House of Representatives has designated July as Park and Recreation Month; and*

WHEREAS, *the City of Peoria, Arizona recognizes the substantial benefits derived from parks and recreation resources and activities.*

Now Therefore, *I, Cathy Carlat, Mayor of the City of Peoria, Arizona, on behalf of the City Council and residents do hereby proclaim July, 2015 as*

PARK AND RECREATION MONTH

And in doing so, encourage all citizens of Peoria to enjoy our parks and recreational opportunities, taking into consideration the beneficial effect to the wellbeing of all.

Dated on this 16th day of June, 2015.

_____

Cathy Carlat, Mayor

Attest:

_____

Rhonda Geriminsky, City Clerk